

CONTRACT FOR REIMBURSEMENT OF COSTS INCURRED FOR LAW ENFORCEMENT ASSISTANCE

This contract is made and entered into as of the 25th day of October, 2012, by the City of Durham and the Town of Chapel Hill.

Sec. 1. Background and Purpose.

On October 31, 2012, the Town of Chapel Hill expects up to 50,000 people to gather in its business district for what has become an annual Halloween event. The Chapel Hill Police Department does not have the personnel resources to manage such an event and has to depend upon officers and deputies from outside of their jurisdiction for assistance.

Sec. 2. Services and Scope of Performance.

Pursuant to a written request for assistance, dated September 5, 2012, from the Chief of Police of Chapel Hill, North Carolina to the Chief of Police of Durham, North Carolina [see Attachment A], from approximately 1900 hours on October 31, 2012 until approximately 0200 hours on November 1, 2012, the Durham Police Department will provide temporary law enforcement assistance to the Chapel Hill Police Department in accordance with the terms specified in the Mutual Assistance Agreement entered into September 14, 2011 by and between the Chief of Police of Durham and the Chief of Police of Chapel Hill [see Attachment B].

Sec. 3. Compensation.

For the temporary law enforcement assistance described in this contract, the Town of Chapel Hill shall pay the City of Durham, per nonexempt officer, an overtime rate of time and one half each officer's hourly wages, plus paid benefits and, per exempt officer, each officer's hourly wages, plus paid benefits.

Sec. 4. City's Billings to the Town of Chapel Hill.

The Durham Police Department shall send an invoice to the Chapel Hill Police Department for the amounts to be paid pursuant to this contract. Upon receipt, the Town of Chapel Hill shall send the City of Durham a check in payment for all amounts contained in the invoice.

Sec. 5. Attachments.

The following attachments are made a part of this contract:

Attachment A - Request for assistance, dated September 5, 2012, from Chief Christopher C. Blue, Chapel Hill, North Carolina to Chief Jose L. Lopez, Sr., Durham, North Carolina

Attachment B - Mutual Assistance Agreement

Sec. 6. Miscellaneous.

- (a) Choice of Law and Forum. This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive venue and forum for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- (b) Waiver. No action or failure to act by the City of Durham shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- (c) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- (d) Modifications. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City of Durham unless the City Manager or a deputy or assistant City Manager signs it for the City.

IN WITNESS WHEREOF, the City of Durham and the Town of Chapel Hill have caused this contract to be executed under seal by their respective duly authorized agents or officers.

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

City's finance officer

Date

CITY OF DURHAM

ATTEST:

Ann Gray, Clerk

By: _____

Thomas J. Bonfield, City Manager

TOWN OF CHAPEL HILL POLICE DEPARTMENT

By: _____

Christopher C. Blue, Chief of Police

NORTH CAROLINA
COUNTY OF DURHAM

ACKNOWLEDGEMENT BY CITY OF DURHAM

I, a Notary Public in and for the aforesaid County and State certify that _____ personally appeared before me this day, and acknowledged that he or she is the _____ City Clerk of the City of Durham, a municipal corporation, and that by authority duly given and as an act of the City, the foregoing contract was signed in its corporate name by its _____ City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy Clerk. This the _____ day of _____, 2012.

Notary Public

My commission expires:

NORTH CAROLINA
COUNTY OF ORANGE

INDIVIDUAL ACKNOWLEDGEMENT

I, a notary public in and for the aforesaid county and state, certify that Chris Blue personally appeared before me this day and acknowledged the execution of the foregoing contract with the City of Durham. This the 14th day of September, 2012.

Lacy Brock
Notary Public

My commission expires:
May 31st, 2016

