

EXHIBIT

10



City of Durham North Carolina Service Contract Authorization

(To be completed by Department)

Date of Contract January 6, 2004

Department Police Department Resource Person Arnetta J. Herring

Selected Vendor Duke University

Description of Service to be provided Extension of Law Enforcement Authority beyond Campus

Type of Service: Routine Non-Routine

Selection Method: Bid RFP RFQ Other (description required in Comments)

Advertising Required Yes No If Yes, Where _____ When _____

Performance Bond Required Yes No Enclosed Waived by Council

Privilege License: Yes No Exempt Privilege License Account Number _____ Expiration Date _____

Insurance Requirements _____

Contract Period (Start to Finish) _____

Total Cost \$ 0 Contingency \$ _____ If Multi-Year, Current Fiscal Year Cost \$ _____

Payment Terms _____ Progress Payments _____ Capital Project Ordinance # _____

Responsibility Code and Account Number _____

Authorization City Council Meeting Date 2-16-04 ~~02-02-2004~~ Agenda Item # _____ Manager's Office _____
 City Manager

Department Head or Designee Steven W. Chalmers

(X) Check if the Police Attorney's Office is to review the way the Contractor has signed the contract
() Check if the City Attorney's Office is to review the way a bond has been signed

Police Attorney Office Arnetta Herring Date 11/7/03

(To be completed by Department of Finance)

Contract Number NA Compliance _____ Funds Availability _____

Date Encumbered NA



Contract must be executed by Vendor prior to City Authorization

Comments

Agreement specific to needs of Duke University and City of Durham

**AGREEMENT FOR POLICE COOPERATION, MUTUAL AID, AND
CAMPUS LAW ENFORCEMENT AGENCY EXTENDED JURISDICTION**

This agreement is between **Duke University**, hereinafter referred to as "University" and the **City of Durham**, hereinafter referred to as "City."

WHEREAS, the University has established a law enforcement agency on the campus of Duke University, pursuant to North Carolina General Statute §74E; and

WHEREAS, there has been a close working relationship between the University and City in the function of law enforcement, which both wish to maintain; and

WHEREAS, the University and City recognize the need of the Campus Law Enforcement Agency to have an extension of law enforcement authority beyond the boundaries of the campus; and

WHEREAS, under North Carolina General Statutes §116-40.5(b) as amended July 18, 2003 in House Bill 736, Section 2 and §160A-288, the University may enter into agreements that extend the law enforcement authority of campus police officers beyond the perimeter of the campus; and

WHEREAS, the University has authorized the Head of Campus Law Enforcement Agency to enter into mutual aid agreements with heads of other law enforcement agencies, and the City has authorized Head of City Law Enforcement Agency to enter into mutual aid agreements with heads of other law enforcement agencies, and

THEREFORE, in consideration of these mutual interests, the University and City have agreed that these understandings will define the working relationship between the University's Law Enforcement Agency and City's Law Enforcement Agency:

1.0 Definitions

- 1.1 "Campus" shall mean all property owned and/or leased by the University within the corporate city limits of Durham.
- 1.2 "Campus Law Enforcement Agency Area of Extended Jurisdiction" shall include the areas bounded by Duke St. on the East; Club Blvd. and Hillsborough Rd. on the North; Hwy. 15-501 on the West; and Cornwallis Rd. and Chapel Hill Rd./Chapel Hill St. on the South.
- 1.3 "Part I Offenses" Shall mean those offenses describe under Part I of the Uniform Crime Reporting Index and listed in Appendix A.
- 1.4 "Part II Offenses" Shall mean those offenses describe under Part II of the Uniform Crime Reporting Index and listed in Appendix A.

- 1.5 "City Law Enforcement Agency" shall mean the Durham Police Department.
- 1.6 "Head of City Law Enforcement Agency" shall mean the Chief of Police of the City of Durham.
- 1.7 "Campus Law Enforcement Agency" shall mean the Duke University Police Department.
- 1.8 "Head of Campus Law Enforcement Agency" shall mean the Director/Chief of Duke University Police.
- 1.9 "Primary Responsibility" shall mean the responsibility to initiate and conclude an investigation with or without the assistance of another law enforcement agency.
- 1.10 "Mutual Aid Agreement" shall mean an agreement to provide temporary assistance pursuant to North Carolina Statute §160A-288.

2.0 Responsibilities of Campus Law Enforcement Agency and City Law Enforcement Agency for Offenses Committed on the Campus.

- 2.1 The City Law Enforcement Agency shares with the Campus Law Enforcement Agency the authority to investigate any offense on Campus.
- 2.2 Notwithstanding the provisions of paragraph 2.1, the Campus Law Enforcement Agency maintains the authority and primary responsibility to investigate all offenses committed on Campus.
- 2.3 Notwithstanding the provisions of paragraph 2.1, the City Law Enforcement Agency maintains the authority and primary responsibility to investigate all offenses committed within the Campus Law Enforcement Agency Area of Extended Jurisdiction.
- 2.4 Notwithstanding the provisions of Paragraph 2.1, the City Law Enforcement Agency has primary responsibility for investigating the following offenses:
 - Parking violations occurring on City streets running through or adjacent to Campus and within the Campus Law Enforcement Agency Area of Extended Jurisdiction.
- 2.5 Notwithstanding the responsibilities described in Paragraph 2.2, the Head of Campus Law Enforcement Agency, at his discretion, may request the assistance of the City Law Enforcement Agency in investigating any offense committed on the Campus. This provision has no effect on the obligation of the Campus Law Enforcement Agency to notify the State Bureau of Investigation in certain situations.

2.6 Notwithstanding the primary described in Paragraphs 2.3 and 2.4, the Head of City Law Enforcement Agency assumes full responsibility for investigation of such an offense, and the Campus Law Enforcement may, at the discretion of its Head, accept such responsibility.

2.7 The Head of Campus Law Enforcement Agency or his designate shall, as soon as practical, notify the Head of City Law Enforcement Agency or his designate as to any occurrence of the Part I offenses of Homicide or Rape on the Duke University Campus. In turn, the Head of the City Law Enforcement Agency or his designate shall, as soon as practical, notify the Head of the Campus Law Enforcement Agency or his designate as to any occurrence of the Part I offenses of Homicide or Rape within the Campus Law Enforcement Agency Area of Extended Jurisdiction.

3.0 Extension of Authority of Campus Law Enforcement Agency Beyond Campus

3.1 The Campus Law Enforcement Agency will have primary authority for investigation as described in Paragraph 2.2 although such investigation may require that officers of the Campus Law Enforcement Agency make inquiries and arrests beyond the perimeter of Campus in the following cases:

- An offense committed on Campus for which the alleged perpetrator or suspect is no longer present on campus, whether or not officers are in active and immediate pursuit;
- An offense alleged to have been committed by a University student in certain off-campus buildings occupied by students by virtue of their association with an organization given formal recognition by the Student Government or the University Administration.

3.2 When on-duty, Officers of the Campus Law Enforcement Agency will have police authority beyond the Campus and within the Corporate Limits of the City of Durham in the following cases.

- The officer has probable cause to believe that the person to be arrested has committed a felony, or
- The officer has probable cause to believe that the person to be arrested has committed a misdemeanor in or out of his presence and has probable cause to believe that one of the following conditions exists:
 - a. The person to be arrested will not be apprehended unless immediately arrested, or
 - b. The person to be arrested may cause physical injury to himself or others unless immediately arrested, or
 - c. The person to be arrested may damage property of another unless immediately arrested, or

- A misdemeanor or traffic offense which occurs in the officer's presence and occurs within the area bounded by Duke St. on the East; Club Blvd. and Hillsborough Rd. on the North; Hwy. 15-501 on the West; and Cornwallis Rd. and Chapel Hill Rd./Chapel Hill St. on the South, or
- The person to be arrested is subject to arrest due to outstanding warrant, order for arrest, or other legal service requiring an arrest.
- When appropriate, the Campus Law Enforcement Agency will notify the City Law Enforcement Agency of intent to execute warrants and other legal papers off campus and request assistance when needed.

3.3 Notwithstanding the primary responsibilities described in Paragraph 2.3 and 2.4, the Head of City Law Enforcement Agency, at his discretion, may request that the Campus Law Enforcement Agency assume full responsibility for investigations of any offense, and the Campus Law Enforcement Agency may, at the discretion of its Head, accept such responsibility.

3.4 While acting in a law enforcement capacity within the Corporate Limits of the City of Durham's jurisdiction under authority of North Carolina General Statutes §116-40.5(b) as amended July 18, 2003 in House Bill 736, Section 2 and §160A-288, officers of the Campus Law Enforcement Agency shall have the same powers, rights, privileges, and immunities (including those related to the civil actions and the payment of judgments) as officers of the City Law Enforcement Agency, in addition to those powers the officers normally possess.

3.5 To the maximum extent allowed by law, the University shall defend, indemnify, and save harmless the City from and against all claims, demands and lawsuits that may arise in any manner from, in connection with, the acts or omissions of the University's officers while performing their duties under this Agreement.

4.0 Authorization For Mutual Aid Agreements

4.1 As necessary and appropriate, the Head of Campus Law Enforcement Agency will enter into mutual aid agreements with the Head of City Law Enforcement Agency in accord with North Carolina General Statute §160A-288.

5.0 Terms and Amendments

5.1 Effective date for this Agreement shall be the last date of signature below. It shall run continuously without necessity for renewal.

5.2 This Agreement shall supersede any previous Agreements concerning Police Cooperation and Mutual Aid.

- 1.5 "City Law Enforcement Agency" shall mean the Durham Police Department.
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This Agreement shall supersede any previous Agreements concerning Police Cooperation and Mutual Aid.

5.3 Either party upon written notice to the other may terminate this agreement.

5.4 Amendments will be made to this Agreement upon the written concurrence of both parties.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, 107

For and on behalf of
The City of Durham:

[Signature]
FINANCE OFFICER

For and on behalf of
Date University:

Marcia Conner,
City Manager

[Signature]

Dr. Nannerl O. Keohane,
President

[Signature]

Date _____

Date 11/6/03

*Attent: Robin Spaul
City Clerk
3-4-04*

