

AN AMENDED AGREEMENT TO EXTEND THE TERRITORIAL JURISDICTION OF THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL DEPARTMENT OF PUBLIC SAFETY

This agreement (“Agreement”) is between the Town of Chapel Hill, hereinafter referred to as "the Town", and the University of North Carolina at Chapel Hill, hereinafter referred to as "UNC-CH".

WHEREAS, pursuant to North Carolina General Statute 116-40.5(a), UNC-CH has established a campus law enforcement agency, the UNC-CH Department of Public Safety; and

WHEREAS, pursuant to North Carolina General Statute 116-40.5(a), the territorial jurisdiction of the UNC-CH Department of Public Safety includes all property owned by or leased to UNC-CH and that portion of any public road or highway passing through such property and immediately adjoining it, wherever located; and

WHEREAS, the territorial jurisdiction of the Town of Chapel Hill Police Department includes all property within the corporate limits of the Town as well as property and rights-of-way owned by the Town outside the corporate limits; and

WHEREAS, there has been a close working relationship between the UNC-CH Department of Public Safety and the Chapel Hill Police Department; and

WHEREAS, the Town and UNC-CH recognize the benefits of a limited extension of UNC-CH Department of Public Safety law enforcement authority beyond the territorial jurisdictional boundaries prescribed in North Carolina General Statute 116-40.5(a); and

WHEREAS, North Carolina General Statute 116-40.5(b) provides that the Town and UNC-CH may enter into a joint agreement to extend the territorial jurisdiction of campus police officers beyond the territorial jurisdictional boundaries established by North Carolina General Statute 116-40.5(a) and to determine the circumstances in which this extension of law enforcement jurisdictional authority may be exercised;

WHEREAS, the Town and UNC-CH wish to amend and restate that certain Agreement to Extend the Territorial Jurisdiction of UNC-CH Department of Public Safety that the parties previously entered into on June 20, 2002;

NOW THEREFORE, in consideration of their mutual interests, the Town and UNC-CH agree that the jurisdictional authority of the UNC-CH Department of Public Safety will be extended beyond the campus territorial jurisdictional boundaries and into non-campus areas within the corporate limits of the Town, under the following circumstances:

1. UNC-CH Department of Public Safety officers may exercise all law enforcement powers, including the power of arrest, anywhere within the Town of Chapel Hill to investigate a criminal offense alleged to have been committed within the campus territorial jurisdiction as defined by North Carolina General Statute 116-40.5(a). UNC-CH officers shall

provide notification to the Chapel Hill Police Department as soon as possible whenever exercising this territorial jurisdiction.

2. UNC-CH Department of Public Safety officers may exercise all law enforcement powers, including the power of arrest, at the premises of the Chapel Hill Police Department headquarters, including the offices of the Orange County Magistrate.
3. UNC-CH Department of Public Safety officers may exercise all law enforcement powers, including the power of arrest, anywhere within the Town of Chapel Hill while participating in joint operations or training with the Chapel Hill Police Department so long as those activities are approved by both the Chief of the Chapel Hill Police Department and the Director of UNC-CH Department of Public Safety.
4. UNC-CH Department of Public Safety officers, while on duty, may exercise all law enforcement powers, including the power of arrest, relating to criminal offenses that occur in the officer's presence, excluding traffic offenses, within an area bounded by: the north side of Rosemary Street, including those properties which are immediately adjacent to the north side of Rosemary Street; the boundary between the Towns of Chapel Hill and Carrboro between Rosemary Street and Cameron Avenue; the south side of Cameron Avenue between the aforementioned boundary and Columbia Street, including those properties which are immediately adjacent to the south side of Cameron Avenue; Columbia Street between Cameron Avenue and Franklin Street, including properties adjacent to both sides of Columbia Street; Franklin Street, between Merritt Mill Road and Henderson Street; and Henderson Street between Franklin Street and Rosemary Street, including those properties which are immediately adjacent to the east side of Henderson Street (see attached map).
5. UNC-CH Department of Public Safety officers may exercise all law enforcement powers, including the power of arrest, over the following property located within the Town of Chapel Hill: (i) the buildings located at 125 West Franklin Street, as depicted in Exhibit A (the buildings commonly known, as of the date of this Agreement, as "Granville Towers"), and (ii) the parking lot located in the 100 block of West Franklin Street depicted in Exhibit A (the property commonly known, as of the date of this Agreement, as the "Granville Towers" parking lot).
6. While exercising extended jurisdictional authority pursuant to this Agreement, UNC-CH Department of Public Safety officers shall have the same powers, rights, privileges, and immunities as they normally possess.
7. Nothing in this Agreement shall be construed to limit the scope or extent of the authority and jurisdiction of the UNC-CH Department of Public Safety as provided by North Carolina General Statute 116-40.5.
8. There is no assumption of liability on the part of the Town for actions taken by the UNC-CH Department of Public Safety pursuant to the extended jurisdiction provided by this Agreement, nor is there assumption of liability on the part of UNC-CH for actions taken by Chapel Hill Police Department related to this extension of jurisdiction.

9. This Agreement supersedes all prior agreements between the parties relating to the subject matter hereof.
10. This Agreement shall remain in effect until terminated by either party upon written notice to the other party.
11. Amendments may only be made to this Agreement upon the written concurrence of both the Town and UNC-CH.

This Contract is between the Town of Chapel Hill and the University of North Carolina at Chapel Hill for the extension of the territorial jurisdiction of the UNC-CH Department of Public Safety.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

SIGNATURE

PRINTED NAME & TITLE

ATTEST

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

ASSISTANT/DEPUTY/TOWN MANAGER

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____, 20____.

Approved as to Form and Authorization

TOWN ATTORNEY

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

FINANCE OFFICER

CHIEF OF POLICE