



East Carolina University | Board of Trustees

Finance & Facilities Committee Meeting

July 27, 2017 | Agenda

I. Minutes

- | | | |
|----|------------------------------------|--------|
| A. | Approval of April 27, 2017 Minutes | Action |
|----|------------------------------------|--------|

II. Action and Information Items

- | | | |
|----|--|-------------|
| A. | Approve the Issuance of Special Obligation Bonds | Action |
| B. | Approval to purchase land 6.71 acres on East Belvoir Road | Action |
| C. | Approval to lease +16,169 Sq. Ft. clinical/office space at 2390 Hemby Lane | Action |
| D. | Extended jurisdiction for ECU Police | Action |
| E. | Dowdy-Ficklen Stadium Southside Renovation Project | Action |
| F. | Options relative to 5 th Street property | Information |

East Carolina University
Board of Trustees
Finance and Facilities Committee
July 27, 2017

Session	Finance and Facilities Committee
Responsible Person	Vice Chancellor for Administration and Finance Frederick Niswander
Agenda Item	I.A.
Item Description	Minutes of April 27, 2017 Meeting
Comments	N/A
Action Requested	Committee Approval
Disposition	
Notes	

East Carolina University | Board of Trustees

Finance & Facilities | Murphy Center | April 27, 2017

Minutes

The Finance & Facilities Committee of the ECU Board of Trustees met in regular session on April 27, 2017 at 3:45 pm in Harvey Hall within the Murphy Center of East Carolina University. Committee members present included Bob Plybon, Leigh Fanning, Max Joyner, Danny Scott and Terry Yeargan

I. MINUTES

Bob Plybon asked the Committee to approve the minutes from February 16, 2016. Max Joyner made motion and Terry Yeargan seconded and the minutes were approved.

II. ACTION AND INFORMATION ITEMS

- A. The Committee reviewed a request to lease the Firetower Clinic for ECUP. Scott Buck, Associate Vice Chancellor for Business Services, was available for questions. The Committee approved a motion to recommend that the full Board approve the lease.
- B. The Committee reviewed a request to approve the Ficklen Stadium Southside Renovation Elevations. Bill Bagnell, Associate Vice Chancellor for Campus Operations, and Laura Miller, of LS3P were available for questions. The Committee approved a motion to recommend that the full Board approve the elevations.
- C. The Committee reviewed a request to approve the Greene Residence Hall Renovation Elevations. Bill Bagnell, Associate Vice Chancellor for Campus Operations, and Albie McLawhorn, MHA Works, were available for questions. The Committee approved a motion to recommend that the full Board approve the elevations.
- D. Bill Koch, Associate Vice Chancellor for Environmental Health, gave an update on Campus Safety.
- E. Bill Bagnell, Associate Vice Chancellor for Campus Operations, provided the Capital Projects Update.
- F. Bill Bagnell, Associate Vice Chancellor for Campus Operations, provided a summary of Designer Selection Approvals since the last BOT meeting.
- G. Bill Bagnell, Associate Vice Chancellor for Campus Operations, provided a summary on the Life Science and Biotechnology Building.
- H. Melissa Bard, Associate Vice Chancellor for Human Resources provided the Annual Report on Related Persons.
- I. Melissa Bard, Associate Vice Chancellor for Human Resources, provided the Salary Increase Report.

Meeting adjourned at 3:45pm

Respectfully Submitted,

Rhonda Jordan, VC Administration & Finance Office

East Carolina University
Board of Trustees
Finance and Facilities Committee
July, 2017

Session	Finance and Facilities Committee
Responsible Person	Vice Chancellor for Administration and Finance Frederick Niswander
Agenda Item	II.A.
Item Description	Approve the Issuance of Special Obligation Bonds
Comments	N/A
Action Requested	Committee Approval
Disposition	
Notes	

22-Jul**RESOLUTION OF THE BOARD OF TRUSTEES OF
EAST CAROLINA UNIVERSITY
APPROVING THE ISSUANCE OF SPECIAL OBLIGATION BONDS**

WHEREAS, under Article 3, Section 116D of the General Statutes of North Carolina (the “*Act*”) the Board of Governors (the “*Board of Governors*”) of the University of North Carolina (the “*University*”) may issue special obligation bonds, payable from obligated resources to pay the costs of acquiring, constructing or providing a special obligation project at one of the constituent institutions of the University or refunding any obligations previously issued by the Board of Governors;

WHEREAS, East Carolina University (“*ECU*”) will request the Board of Governors to issue its special obligation bonds (the “*Bonds*”), the proceeds of which will be used for the purpose of (1) financing the costs of renovating the southside of Dowdy-Ficklen Stadium on the ECU campus, the financing of which was authorized by Chapter 141 of the 2017 North Carolina Session Laws (the “*Special Obligation Bond Project*”), and (2) paying the costs incurred in connection with the issuance of the Bonds;

WHEREAS, Section 116D-26(b) of the Act requires the Board of Trustees of ECU to approve the issuance of the Bonds for the Special Obligation Bond Projects;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of ECU as follows:

Section 1. ***Approval of Issuance of Bonds.*** The issuance of the Bonds for the Special Obligation Bond Project is approved.

Section 2. ***Effective Date.*** This Resolution is effective immediately.

ADOPTED AND APPROVED this 28th day of July, 2017.

THE BOARD OF TRUSTEES OF EAST CAROLINA UNIVERSITY

By: _____
Secretary

STATE OF NORTH CAROLINA)
) SS:
COUNTY OF PITT)

I, C. Steve Duncan, the duly elected Assistant Secretary of the Board of Trustees of East Carolina University, ***DO HEREBY CERTIFY*** that (1) the foregoing is a full, true and correct copy of the Resolution adopted by the Board of Trustees of East Carolina University at its meeting of July 28, 2017 and appearing in the minutes of such meeting, (2) notice of the meeting of the Board of Trustees of East Carolina University held on July 28, 2017 was sent to each member of the Board, and (3) a quorum was present at the meeting on July 28, 2017 at which time the foregoing Resolution was adopted.

WITNESS, my hand and the seal of East Carolina University this 28th day of July, 2017.

[SEAL]

Assistant Secretary
Board of Trustees of East Carolina
University

STATE OF NORTH CAROLINA)
)
COUNTY OF PITT) SS:

I, C. Steve Duncan, the duly elected Assistant Secretary of the Board of Trustees of East Carolina University, ***DO HEREBY CERTIFY*** that (1) the foregoing is a full, true and correct copy of the Resolution adopted by the Board of Trustees of East Carolina University at its meeting of July 28, 2017 and appearing in the minutes of such meeting, (2) notice of the meeting of the Board of Trustees of East Carolina University held on July 28, 2017 was sent to each member of the Board, and (3) a quorum was present at the meeting on July 28, 2017 at which time the foregoing Resolution was adopted.

WITNESS, my hand and the seal of East Carolina University this 28th day of July, 2017.

[SEAL]

Assistant Secretary
Board of Trustees of East Carolina
University

East Carolina University
Board of Trustees
Finance and Facilities Committee
July 27, 2017

Session	Finance and Facilities Committee
Responsible Person	Vice Chancellor for Administration and Finance Frederick Niswander Associate Vice Chancellor for Business Services Scott Buck
Agenda Item	II.B.
Item Description	Approval to purchase land 6.71 acres on East Belvoir Road .
Comments	N/A
Action Requested	Committee Approval
Disposition	
Notes	



MEMORANDUM

TO: Rick Niswander

FROM: Scott Buck 

DATE: July 13, 2017

SUBJECT: Request ECU Board of Trustees Approval to Purchase Property Located on East Belvoir Road (Tax Parcel #23568)

Request ECU Board of Trustees approval to purchase property located between East Belvoir Road and Pactolus Highway (tax parcel #23568) from the ECU Real Estate Foundation at a purchase price of \$165,000 plus carrying costs.

ECU's Department of Biology has outgrown their current greenhouse facility due to the expansion of our biotechnology research. This property can accommodate a larger greenhouse, outdoor plots, and opportunities for partnerships with private entities. This property is +/- 2 miles from the proposed Life Sciences and Biotechnology Building where Biology's faculty labs will be located.

This property consists of +/- 6.71 acres of agricultural land with no buildings. Phase I environmental report revealed no issues. This property is identified in the enclosed attachment.

Purchase shall be from auxiliary overhead receipts funds. The purchase is contingent on approvals from the UNC Board of Governors, Joint Commission on Governmental Operations, and the Council of State.

Attachment: Tax Parcel #23568 Map

cc: B. Bagnell
T. Walton
B. Warrington

Pitt County Development
Commission Incubator...



E Belvoir Rd

N Greene St

Pitt County Government:
Public Health Center



Belvoir Rd

Pactolus Hwy

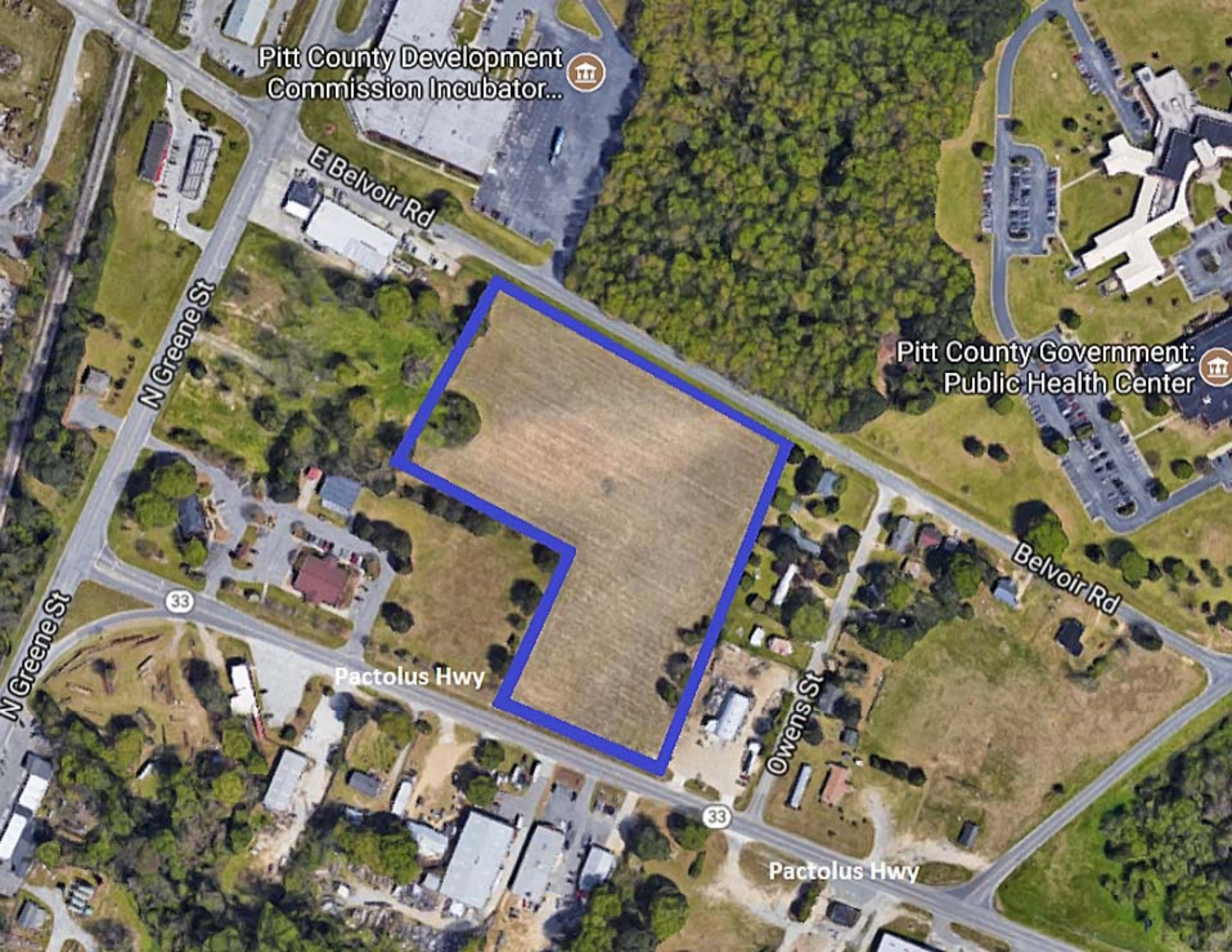
Owens St

Pactolus Hwy

33

33

N Greene St



East Carolina University
Board of Trustees
Finance and Facilities Committee
July 27, 2017

Session	Finance and Facilities Committee
Responsible Person	Vice Chancellor for Administration and Finance Frederick Niswander Associate Vice Chancellor for Business Services Scott Buck
Agenda Item	II.C.
Item Description	Approval to lease +16,169 Sq Ft. clinical/office space at 2390 Hemby Lane
Comments	N/A
Action Requested	Committee Approval
Disposition	
Notes	



MEMORANDUM

TO: Rick Niswander

FROM: Scott Buck *Scott*

DATE: July 13, 2017

SUBJECT: Request ECU Board of Trustees Approval to Lease $\pm 16,169$ Square Feet of Clinical/Office Space at 2390 Hemby Lane

ECU Physicians, Infectious Diseases and Travel Medicine requests Board of Trustees approval to lease $\pm 16,169$ square feet of clinical/office space at 2390 Hemby Lane from Center for Scoliosis and Spinal Surgery. The department has outgrown their current leased location.

Annual lease shall be \$307,078 (\$19.00/SF/YR) with 2.5% annual increases. ECU will pay for janitorial, utilities, and water/sewer. The lease shall be for a term of five (5) years with five (5), one (1) year renewal options.

This request was advertised and bid with one (1) proposal received and has been reviewed and approved by the ECU Property Review Committee. This lease was performed in accordance with ECU's Real Property by Lease Delegate Flexibility Policy.

Fund sources shall be ECU Physicians, Grant and Program Income. FOAP account numbers: 213823-664271, 315521-664272, 213874-664271, 159550-664271, 159549-664271.

East Carolina University
Board of Trustees
Finance and Facilities Committee
July 27, 2017

Session	Finance and Facilities Committee
Responsible Person	Vice Chancellor for Administration and Finance Frederick Niswander Associate Vice Chancellor Environmental Health and Campus Safety Bill Koch
Agenda Item	II.D.
Item Description	Extended jurisdiction for ECU Police
Comments	N/A
Action Requested	Committee Approval
Disposition	

East Carolina University
Board of Trustees
Finance and Facilities Committee
July 27, 2017

Session	Finance and Facilities Committee – Campus Safety
Responsible Person	Associate Vice Chancellor for Environmental Health and Campus Safety Bill Koch
Agenda Item	Approval of ECU Police Extended Jurisdiction Agreement Mutual Aid Agreements with Greenville Police (Information Only)
Item Description	<p>This is a request for approval of the Amended and Restated Extended Jurisdiction Agreement between the ECU Police (ECUPD) and the Greenville Police (GPD). While ECUPD will continue to focus their patrols on campus property and adjacent areas, this agreement provides citywide jurisdiction so ECUPD can better assist GPD as university property and student housing continue to expand. A draft resolution has been included to provide the Chancellor with authority to execute the agreement following Board approval. Updated mutual aid agreements between ECUPD and GPD are also included for information purposes per the 2013 Board of Trustees resolution. One of the documents updates the general mutual aid agreement between the two agencies, while the other provides ECU Police officers to the GPD Center City unit and other downtown patrols during peak times.</p>
Comments	
Action Requested	Board Approval
Disposition	

Notes	<p>The City of Greenville and ECU have been working together over the past year to update the extended jurisdiction and mutual aid agreements between Greenville Police and ECU Police. Draft agreements were presented to the Board of Trustees' Finance and Facilities Committee last year and the committee was updated regularly throughout the year. While this process took longer than expected, it resulted in documents that clarify the coordinated efforts and advance the strong relationship between the two law enforcement agencies, resulting in enhanced safety for our university community. These agreements have now been finalized and approved by City Council in their June 5th meeting.</p> <p>The revised extended jurisdiction agreement is provided to the Finance and Facilities committee for approval and recommendation to the full Board for final institutional approval. The proposed citywide jurisdiction would allow ECU Police officers to better assist GPD with safety and crime prevention efforts at off-campus student housing and entertainment areas. ECU Police would also be able to respond more quickly and with full legal protection when they observe or receive a call regarding a serious crime while traveling between campuses or university property located throughout the city. Patrolling university campuses and property will remain the first priority for ECU Police officers. Additional patrols will be coordinated with GPD and align with the university mission.</p> <p>The mutual aid agreements are provided for information only, per the 2013 Board resolution. The 2013 Board resolution authorized the ECU Police Chief to sign mutual aid agreements following review and approval by the Associate Vice Chancellor for Environmental Health & Campus Safety, the University Attorney and the Chancellor. Other UNC institutions and municipalities follow a similar review, approval and execution process.</p> <p>The first mutual aid agreement provided in this document is the standard agreement between the agencies detailing the protocol for sharing resources. The other agreement specifies that ECU Police will provide four officers to the Greenville Police Center City unit and other patrols in the Uptown district and surrounding area primarily during the peak evening and weekend hours (Wednesday night through Sunday morning). With students frequenting Uptown and two new student apartment complexes opening in this area over the next year, this proactive approach is vital to safety and crime prevention for our collective communities.</p> <p>Also included is a draft resolution that would delegate authority to the Chancellor to execute the amended extended jurisdiction on a one-time basis. The authority to sign mutual aid agreements has been delegated to the Chancellor (or designee), but the extended jurisdiction has not. Therefore, this resolution would simply allow the Chancellor to sign this specific agreement on behalf of the Board.</p>
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ECU Board of Trustees
July __, 2017
East Carolina University Police Department and City of Greenville Police Department
Extended Jurisdiction Resolution

WHEREAS, East Carolina University maintains an accredited law enforcement agency in accordance with Article 1, Chapter 116 of the North Carolina General Statutes;

WHEREAS, East Carolina University may enter into agreements with municipalities to extend law enforcement authority of the ECU Police officers from that as defined by N.C. Gen. Stat. § 116.40.5(a) into any and all municipal jurisdiction and to determine the circumstances in which this extension of authority may be granted;

WHEREAS, East Carolina University Police Department and the City of Greenville Police Department have a close working relationship in the function of law enforcement;

WHEREAS, East Carolina University and the City of Greenville entered into an agreement whereby the City and East Carolina University agreed to an extension of ECU police officers' law enforcement authority beyond that as provided by N.C. Gen. Stat. § 116-40.5(a); and

WHEREAS, East Carolina University and the City of Greenville have agreed to amend and expand the extension of ECU police officers' law enforcement authority to all of the City of Greenville's territorial jurisdiction, except that area outside the corporate boundaries of the City, known as the City's' extraterritorial jurisdiction, as defined in Chapter 160A, Article 19, Part 1 of the North Carolina General Statutes;

WHEREAS, East Carolina University and the City of Greenville have prepared a written agreement entitled "First Amended and Restated Agreement for Police Cooperation and Campus Law Enforcement Agency Extended Jurisdiction" reflecting the parties intent to provide ECU Police officers the same powers, rights, privileges, and immunities (including those relating to civil actions and payment of judgments) as City of Greenville Police officers, including all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina, while on-duty and acting in a law enforcement capacity within the ECU Police extended area of jurisdiction under the authority of N.C.G.S. § 116-40.5(b).

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Trustees endorses and supports the proposed "First Amended and Restated Agreement for Police Cooperation and Campus Law Enforcement Agency Extended Jurisdiction" with the City of Greenville; and
2. The Board of Trustees delegates to the Chancellor the authority to execute "First Amended and Restated Agreement for Police Cooperation and Campus Law Enforcement Agency Extended Jurisdiction", with a report of any changes or modifications to the Board of Trustees.

So resolved and approved by the Board of Trustees of East Carolina University on this the ____ day of July, 2017.

By:_____

_____.Secretary to the Board of Trustees

AMENDED AND RESTATED EXTENDED JURISDICTION AGREEMENT

**FIRST AMENDED AND RESTATED AGREEMENT FOR POLICE COOPERATION AND CAMPUS LAW ENFORCEMENT AGENCY
EXTENDED JURISDICTION**

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR POLICE COOPERATION AND CAMPUS LAW ENFORCEMENT AGENCY EXTENDED JURISDICTION ("Amended Agreement") is made and entered into this the _____ day of _____, 2017, by and between the **City of Greenville**, a municipal corporation organized and existing under the laws of the State of North Carolina (the "CITY"), and **East Carolina University**, a constituent institution of the University of North Carolina as designated by N.C.G.S. § 116-4 ("ECU")(collectively referred to herein as the "Parties") as follows:

WITNESSETH:

WHEREAS, the CITY has established, organized, and maintained an accredited law enforcement agency, the Greenville Police Department ("CITY Police"), with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina within the corporate limits of the CITY, pursuant to N.C.G.S. § 160A-281 and § 160A-285;

WHEREAS, ECU has established, organized, and maintained an accredited law enforcement agency, the East Carolina University Police Department ("ECU Police"), with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina within the territorial jurisdiction defined by N.C.G.S. § 116-40.5(a);

WHEREAS, the Parties have a close working relationship in the function of law enforcement, which both desire to maintain;

WHEREAS, pursuant to N.C.G.S. § 116-40.5(b), § 90-95.2, and § 160A-288, ECU may enter into agreements with the CITY to extend the law enforcement authority of ECU Police officers from that as defined by N.C.G.S. § 116-40.5(a) into any or all of the CITY's jurisdiction and to determine the circumstances in which this extension of authority may be granted;

WHEREAS on September 26, 2006, pursuant to N.C.G.S. § 116-40.5(b), the Parties entered into an agreement (the "September 26, 2006 Agreement") whereby the CITY and ECU agreed to an extension of ECU Police officers' law enforcement authority beyond that as provided by N.C.G.S. § 116-40.5(a); and

WHEREAS, pursuant to paragraph 5.5 of the September 26, 2006 Agreement, the Parties desire to amend said September 26, 2006 Agreement to modify and extend the law enforcement authority of ECU Police officers;

NOW THEREFORE, IN CONSIDERATION OF THESE MUTUAL INTERESTS, THE PARTIES AMEND THE AGREEMENT AND RESTATE THE AGREEMENT IN FULL BY REWRITING THE AGREEMENT AS FOLLOWS:

1.0 Definitions.

1.1. "CITY" shall mean the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina.

1.2. "CITY Police" shall mean the Greenville Police Department, an accredited law enforcement agency with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the state of North Carolina within the corporate limits of the CITY, pursuant to N.C.G.S. § 160A-281 and § 160A-285.

1.3. "Head of CITY Police" shall mean the Chief of Police of the City of Greenville Police Department.

1.4. "ECU" shall mean East Carolina University, a constituent institution of the University of North Carolina as designated by N.C.G.S. § 116-4.

1.5. "ECU Police" shall mean the ECU Police Department, an accredited law enforcement agency with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina within the territorial jurisdiction defined by N.C.G.S. § 116-40.5(a).

1.6. "Head of ECU Police" shall mean the Chief/Director of ECU Police.

1.7. "ECU Police Original Area of Jurisdiction" or "ECU Police OAJ" shall interchangeably and synonymously mean the territorial jurisdiction of ECU Police officers as defined by N.C.G.S. § 116-40.5(a) which shall include all property owned or leased to ECU and that portion of any public road or highway passing through such property or immediately adjoining it, wherever located.

1.8. "ECU Police Extended Area of Jurisdiction" or "ECU Police EAJ" shall interchangeably and synonymously mean and include, pursuant to N.C.G.S. § 116-40.5(b), all of the CITY's territorial jurisdiction except that area outside of the corporate boundaries of the CITY known as the CITY's extraterritorial jurisdiction ("CITY's ETJ"), as defined in Chapter 160A, Article 19, Part 1 of the North Carolina General Statutes. The ECU Police EAJ shall specifically include all buildings, rooms, adjacent grounds, common areas, and parking areas of all commercial and residential properties leased by ECU within the corporate limits of the CITY and those portions of any public road or highway passing through such property or immediately adjoining it, wherever located within the CITY.

1.9. "Primary Responsibility" shall mean the responsibility and authority by either the CITY Police or ECU Police to assume principal duties of responding to calls for service, initiating and conducting investigations, and concluding the investigations of an offense with or without the assistance of the other law enforcement agency that is a party to this Amended Agreement.

1.10. "Mutual assistance agreement" shall mean an interagency mutual aid or mutual assistance agreement in effect during the term of this Amended Agreement to provide temporary assistance pursuant to N.C.G.S. § 160A-288.

1.11. "On-Duty" shall mean a police officer's scheduled work period and shall include the period of time immediately before a police officer's scheduled work period, when the officer is driving to work. It also includes the period of time immediately following a police officer's work period, when the officer is driving from work.

2.0 Designation and Clarification of Primary Responsibilities of CITY Police and ECU Police and Scope of Authority.

2.1. Given that pursuant to this Amended Agreement and N.C.G.S. § 116-40.5(b), the CITY Police has extended the authority of ECU Police to include the ECU Police EAJ, the parties desire to designate, clarify, and further define which law enforcement agency has Primary Responsibility for responding to calls for service and the investigation of offenses originating on the ECU Police OAJ and offenses originating on the ECU Police EAJ.

2.2. ECU Police shall have and maintain Primary Responsibility in the following instances:

2.2.1. To respond to calls for service and investigate offenses committed on the ECU OAJ.

2.2.2. To respond to calls for service originating from and investigate offenses committed on the following portion of the ECU Police EAJ: all buildings, rooms, adjacent grounds, common areas, and parking areas of all commercial and residential properties leased by ECU within the corporate limits of the CITY.

2.2.3. The response and investigation of an offense committed on the ECU Police OAJ for which the suspect or alleged perpetrator is no longer present on the ECU Police OAJ, whether or not officers are in active or immediate pursuit.

2.2.4. Unless otherwise specified, CITY Police shall have Primary Responsibility for those portions of any public road or highway passing through such property or immediately adjoining all commercial and residential properties leased by ECU, wherever located within the CITY and in all other instances, including but not limited to investigating parking violations occurring on CITY streets adjacent the ECU OAJ.

2.3. Notwithstanding the designation of Primary Responsibility as established in paragraph 2.2. (2.2.1. to 2.2.4.), ECU Police Officers may exercise all law enforcement authority and powers, including the powers of arrest, anywhere within the ECU Police EAJ. This includes, but is not limited to participating in joint operations or training with CITY Police officers so long as those activities are approved by both the Head of the CITY Police and the Head of the ECU Police. ECU Police officers are further authorized to conduct routine law enforcement patrols outside of the ECU Police OAJ and anywhere within the ECU Police EAJ whether in the performance of routine law enforcement activity, traveling to and from property leased by ECU, participating in a joint operation with the CITY Police, or while participating in, responding to, or consistent with a mutual assistance request by the CITY Police under any mutual assistance agreement in effect at the time of such a request.

2.4. When in pursuit of suspects of offenses that occurred on the ECU Police OAJ or arising from instances defined by paragraphs 2.2.1. to 2.2.3., ECU Police officers shall provide notice to the CITY Police as soon as possible when continuing the pursuit otherwise into the corporate limits of the CITY.

2.5. When in pursuit of suspects of offenses that occurred within its jurisdiction, CITY Police officers shall provide notice to the ECU Police as soon as possible when continuing the pursuit upon the ECU Police OAJ.

2.6. When an ECU Police officer has in the officer's possession either a search authorization to search an area outside of the ECU Police OAJ or has an arrest warrant for an offense committed on the ECU Police OAJ but where such search or arrest authorizations are to be served outside of the ECU Police OAJ, but within the ECU Police EAJ, ECU Police will request assistance from CITY Police in service of such authorizations and a member of the CITY Police will accompany the ECU Police officer in service of such authorizations.

2.7. When a CITY Police Officer has in the officer's possession either a search authorization to search an area within the ECU Police OAJ or has an arrest warrant for an offense committed outside of the ECU Police OAJ but to be served on the ECU Police OAJ, the CITY Police will request assistance from ECU Police in service of such authorizations and a member of the ECU Police will accompany the CITY Police officer in service of such authorizations.

2.8. Notwithstanding the responsibilities described in paragraphs 2.2. (2.2.1. to 2.2.4.) and 2.4., the Head of ECU Police, exercising discretionary authority, may request the assistance of the CITY Police in investigating any offense committed on the ECU Police OAJ. This provision has no effect on the obligation of the ECU Police to notify the State Bureau of Investigation as required by statute, regulation, directive, or policy.

2.9. Notwithstanding the primary responsibilities described in paragraphs 2.2. (2.2.1. to 2.2.4.) and 2.4., the Head of the CITY Police, exercising discretionary authority, may request that the ECU Police assume full responsibility for investigations of any offense, and the Head of the ECU Police, exercising discretionary authority, may accept such responsibility.

3.0 Privileges, Rights, and Immunities.

3.1. In addition to the powers ECU Police officers normally possess, while On-Duty and acting in a law enforcement capacity within the ECU Police EAJ under the authority of N.C.G.S. § 116-40.5(b) and this Amended Agreement, ECU Police officers shall have the same powers, rights, privileges, and immunities (including those relating to civil actions and payment of judgments) as CITY Police officers, including all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina.

3.2. The CITY, its managers, officers, directors, or employees make no assumption of liability or waiver of any sovereignty for the actions taken by ECU Police officers while said officers are acting in a law enforcement capacity within the CITY's corporate limits and the ECU Police EAJ under the authority of N.C.G.S. § 116-40.5(b) and this Amended Agreement.

3.3. ECU, its governing board, officers, agents, and employees make no assumption of liability or waiver of any sovereignty for the actions taken by the CITY Police officers within the CITY's corporate limits and jurisdiction.

3.4. The CITY Police and ECU Police agree to periodically participate in joint training exercises and programs, including but not limited to, natural and manmade disasters, active shooter, civil disorder, and incident command and control. Such continuing training exercises and programs shall not be a substitute for each law enforcement agency's current training programs but in addition to or as a supplement to such ongoing training.

3.5. The CITY Police and ECU Police agree to independently conduct ongoing officer training related to community policing, sensitivity, and bias-based policing.

4.0 Terms and Amendments.

4.1. This Amended Agreement does not supersede any mutual assistance agreement between the CITY Police and the ECU Police currently in effect.

4.2. Any mutual assistance agreement in effect during the term of this Amended Agreement shall be read in conjunction with this Agreement and not contrary to the terms of such mutual assistance agreement.

4.3. This Amended Agreement shall be effective on the date last signed by a signatory to this agreement.

4.4. This Amended Agreement shall remain in force and effect until terminated by either party upon written notice to the respective agency Head. Such written notification shall be effective upon date of receipt by the party not issuing the termination notice. All such investigations, citations, cases, and actions opened by the ECU Police pursuant to this Amended Agreement shall be completed by the ECU Police and so much of this Amended Agreement as needed shall remain in effect until all such cases, investigations, citations, and judicial actions are completed and closed.

4.5. The parties to this Amended Agreement may amend this agreement by written concurrence of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, pursuant to authority duly granted.

CITY OF GREENVILLE

By: _____

Barbara Lipscomb, City Manager

Date: _____

EAST CAROLINA UNIVERSITY

By: _____

Cecil Staton, Chancellor

On behalf of the Board of Trustees

Date: _____

APPROVED AS TO FORM:

BY:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

Bernita W. Demery, Director of Financial Services

Account Number

Project Code

(if applicable)

INTERAGENCY MUTUAL ASSISTANCE AGREEMENT (General and Center City)

STATE OF NORTH CAROLINA

LAW ENFORCEMENT

COUNTY OF PITT

MUTUAL AID

INTERAGENCY MUTUAL ASSISTANCE AGREEMENT

Pursuant to N.C.G.S. § 160A-288, § 90-95.2, and § 116-40.5 and § 5-1-21 of the Code of Ordinances, City of Greenville, North Carolina, the undersigned do hereby request of each another, and agree to provide to each another, when feasible to do so, temporary assistance in enforcing the laws of North Carolina and other matters. This Interagency Mutual Assistance Agreement ("Agreement") shall serve as the request, in writing for such assistance. The assistance may consist of, but is not limited to, the loaning of officers (including in an undercover capacity) and equipment and supplies.

1. While working with a requesting agency, a temporarily assigned loaned officer from the assisting agency ("loaned officer") shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the requesting agency in addition to those the loaned officer normally possesses.

2. While on duty with the requesting agency, a loaned officer shall be subject to the lawful operational commands of the loaned officer's superior officers in the requesting agency, but the loaned officer shall, for personnel and administrative purposes, remain under the control of the loaned officer's own agency, including for purposes of pay, whether by salaries, wages, bonuses, or other compensation. A loaned officer shall furthermore be entitled to workers' compensation and the same benefits from the assisting agency to the same extent and as though he or she were functioning within the normal scope of his or her duties.

3. When temporary assistance is needed pursuant to this Agreement, the head of the requesting agency shall notify the assisting agency of the need for such assistance and the assistance shall be provided if feasible to do so. A requesting agency which needs temporary assistance shall notify the assisting agency of such need in writing, when possible. In an emergency situation, the notification of the need for temporary assistance need not be in writing, but a written notification from respective agency head shall be provided as soon thereafter as possible.

4. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the loaned officer's own agency.

5. The assisting agency assumes liability to pay compensation for personal injury or death by accident arising out of and in the course of any loaned officer's employment while responding to the request for assistance from the requesting agency pursuant to the North Carolina Workers' Compensation Act, N.C. Gen. Stat. § 97-1, *et. seq.*, and its exclusive coverage.

6. The assisting agency will not attempt to hold the requesting agency liable or responsible for damages to the supplies, materials, or equipment of the assisting agency when responding to a request for assistance from the requesting agency.

7. The assisting agency assumes no liability or responsibility for the death of or injury to any personnel of the requesting agency.

8. The assisting agency assumes no liability or responsibility for damage to the supplies, materials, or equipment of the requesting agency.

9. Without waiving any of its rights or defenses, and notwithstanding any other provision of this Agreement, the requesting agency is responsible for the conduct of its officers, agents and employees arising out of the performance of this Agreement to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, N.C.G.S. § 143-291, *et. seq.*, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of the requesting agency, its officers, or employees. As a state agency, East Carolina University does not waive any rights or defenses under the Act or the rights and authority of the Attorney General of the State of North Carolina to represent East Carolina University.

10. This Agreement is exclusively for the benefit of the parties hereto and it may not be enforced by any party other than the parties to this Agreement and shall not give rise to liability to any third party; provided, however, that nothing herein shall limit the jurisdiction, powers, rights, privileges and immunities of loaned officers, the control of the loaned officers' own agency for personnel and administrative purposes, or the entitlement to workers' compensation and the same benefits when acting pursuant to this Agreement as though a loaned officer were functioning within the normal scope of his or her duties, as provided by N.C.G.S. § 160A-288 and as restated herein.

11. The undersigned enter into this agreement pursuant to duly adopted resolutions, rules, policies, or guidelines officially adopted by their respective governing bodies, as authorized by N.C.G.S. § 160A-288.

12. This Agreement shall remain in force and effect until terminated by either party upon written notice to the respective agency head of the other party.

SO AGREED.

STATE OF NORTH CAROLINA

EAST CAROLINA UNIVERSITY

COUNTY OF PITT

POLICE DEPARTMENT

I, _____, a Notary Public for said County and State aforesaid, certify that Jason L. Sugg, personally came before me this day and acknowledged that she executed the foregoing document.

Jason L. Sugg

Interim Chief/Director

East Carolina University Police Department

Witness my hand and Notarial Seal this

_____ day of _____, 2017.

(Seal)

This the ____ day of _____, 2017.

SO AGREED.

STATE OF NORTH CAROLINA

GREENVILLE POLICE DEPARTMENT

COUNTY OF PITT

I, _____, a Notary Public
for said County and State aforesaid, certify that
Mark R. Holtzman, personally came before me this
day and acknowledged that she executed the
foregoing document.

Mark R. Holtzman

Chief of Police

Greenville Police Department

Witness my hand and Notarial Seal this

____ day of _____, 2017.

(Seal)

This the ____ day of _____, 2017.

1050487

REQUEST FOR INTERAGENCY MUTUAL ASSISTANCE AND AGREEMENT

This Request for Mutual Assistance and Agreement (the “Request and Agreement”) is made and entered into by the **City of Greenville**, a municipal corporation organized and existing under the laws of the State of North Carolina (the “City”), and **East Carolina University**, a constituent institution of the University of North Carolina as designated by N.C.G.S. § 116-4 (“ECU”)(individually referred to herein as “Party” and collectively referred to herein as the “Parties”) pursuant to the Parties’ current Interagency Mutual Assistance Agreement (“IMAA”) and N.C.G.S. § 90-95.2, § 160A-288, § 116-40.5, and § 5-1-21 of the Code of Ordinances, City of Greenville, North Carolina, as follows:

The mutual assistance herein provided pursuant to the IMAA will enable each Party to enhance its law enforcement capabilities, response effectiveness, and efficiency, and provide a highly visible law enforcement presence in the Center City Area as herein defined;

The Parties have agreed that such law enforcement undertaking shall be subject to certain terms and conditions as provided in the IMAA and as herein stated; and

NOW, THEREFORE, pursuant to the mutual promises set forth in the IMAA, the Parties herein agree as follows:

DEFINITIONS

2. “Center City Area” shall mean that specified area limited to the land area located within the following boundary: bounded on the north by the Tar River, on the east by Elm Street, extended to the Tar River, on the south by 10th Street, and on the west by Dickinson Avenue between 10th Street and Pitt Street, and Pitt Street between Dickinson Avenue northward extended to the Tar River.

3. “On-Duty” shall mean a loaned officer’s scheduled work period under this Request and Agreement and shall include the period of time immediately before a loaned officer’s scheduled work period, when the officer is driving to work. It also includes the period of time immediately following a loaned officer’s work period, when the officer is driving from work.

4. "Loaned officer" (and "loaned officers" in its plural form) shall mean any and all temporarily assigned loaned officer from the assisting agency, which are those ECU Police officers provided to the City pursuant to this Request and Agreement.

REQUEST AND AGREEMENT

5. In accordance with the IMAA, the City, as the requesting agency, herein requests from ECU, and ECU, as the assisting agency, herein agrees to provide to the City four (4) loaned officers to be assigned to the Center City Area and assume the non-exclusive responsibility with the City Police during specified times as herein stated for law enforcement services in the Center City Area as follows:

- A. As the assisting agency, ECU will provide to the City two (2) loaned officers to supplement the City Police officers assigned to the Center City Area from Wednesday night through Sunday morning of each week, during times as assigned by the City Police but not less than 80 hours every two-weeks, for the duration of this Request and Agreement.
- B. As the assisting agency, ECU will provide to the City two (2) additional loaned officers to supplement the City Police officers assigned to the Center City Area not to exceed six consecutive hours per day per officer, Wednesday night through Sunday morning of each week for the duration of this Request and Agreement.

6. In addition to the powers loaned officers normally possess, acting in a law enforcement capacity with the City under the terms of the IMAA and that First Amended and Restated Agreement for Police Cooperation and Campus Law Enforcement Agency Extended Jurisdiction Agreement, executed contemporaneously with the Agreement, the loaned officers shall have the same powers, rights, privileges, and immunities (including those relating to civil actions and payment of judgments) as City Police officers, including all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina.

7. Loaned officers shall report to and will be supervised by the City Police Chief or the City Police Chief's designee. The City Police will ensure a clearly defined command structure and will establish procedures governing the use of loaned officers including processing arrestees, transporting prisoners, and operating temporary detention facilities, when applicable. While On-Duty pursuant to this Agreement, loaned officers shall be subject to the lawful operational commands of the assigned and designated City Police supervisor, but shall, for all personnel and administrative purposes, remain under the authority and control of ECU and ECU Police, including for purposes of pay. When acting pursuant to this Request and Agreement, loaned officers shall be entitled to the same and continuous workers' compensation coverage and other benefits provided by ECU and ECU Police that the loaned officers receive within the normal course and scope of their duties as ECU Police officers. ECU shall be responsible for the payment of all compensation and benefits for all loaned officers.

8. The officer in charge of the division or unit in which a loaned officer is temporarily assigned pursuant to this Agreement may, at any time, relieve such loaned officer of his or her duties and shall immediately forward to the head of the assisting agency, or designee, a written statement setting forth the reason for such action.

9. Loaned officers shall report for work under this Request and Agreement with all necessary equipment, including vehicles, issued to them by ECU and ECU Police. The City may furnish loaned officers with other equipment and personnel support as may be reasonably necessary to perform the assigned duties required under this Request and Agreement. Additionally, ECU may furnish equipment and supplies to the City if so requested by the City.

10. Each loaned officer shall provide a weekly report to the City Police through the loaned officer's ECU Police chain of command. Such report shall include a daily breakdown of the number of hours worked and the assignments performed by the loaned officer.

11. Loaned officers shall assist the City, as required, in any court actions or proceedings related to loaned officers' service under this Request and Agreement.

12. The term of this Request and Agreement pursuant to the Parties IMAA shall be for a twelve (12) month period commencing on **August 1, 2017** and terminating on **July 31, 2018**. Notwithstanding the foregoing, in the event that either of the Parties should desire to terminate this arrangement, the terms of this Request and Agreement shall control and the Party desiring termination shall provide a thirty (30) day written notice to the other Party setting forth the effective date of such termination. Unless otherwise specified, termination of this Request and Agreement will not terminate the IMAA. Notice to either Party as required by this paragraph shall be as follows:

If to the City: Chief of Police

 City of Greenville

 P.O. Box 7207

 Greenville, NC 27835-7207

If to ECU: Chief/Director of ECU Police

 East Carolina University Police Department

 609 East Tenth Street

 Greenville, NC 27858-4353

IN WITNESS WHEREOF, the parties hereto have agreed to provide this Interagency Mutual Assistance as requested by the City and as agreed to by ECU, herein memorialized by this writing and executed below, in duplicate originals, pursuant to authority duly granted.

EAST CAROLINA UNIVERSITY

POLICE DEPARTMENT

GREENVILLE POLICE DEPARTMENT

By: _____
Jason L. Sugg
Interim Chief/Director of ECU Police

By: _____
Mark R. Holtzman
Chief of Police

Date: _____

Date: _____

East Carolina University
Board of Trustees
Finance and Facilities Committee
July 27, 2017

Session	Finance and Facilities Committee
Responsible Person	Vice Chancellor for Administration and Finance Frederick Niswander
Agenda Item	II.E.
Item Description	Dowdy-Ficklen Stadium Southside Renovation Project
Comments	N/A
Action Requested	Committee Approval
Disposition	



MEMORANDUM

TO: Rick Niswander
FROM: Scott Buck *Scott*
DATE: July 20, 2017
SUBJECT: Request ECU Board of Trustees Approval to Sever Four Structures for Dowdy-Ficklen Stadium Southside Renovation Project

Request ECU Board of Trustees approval to sever four structures at Dowdy-Ficklen Stadium in preparation for the Dowdy-Ficklen Stadium Southside renovation project.

Structures to be severed:

- 9,100 SF press box constructed in 1978 in poor condition
- 4,767 SF masonry Pirate Club Ticket office constructed in 1965 in fair condition
- 960 SF modular Concession Building #1 constructed in 1963 in fair condition
- 1,664 SF modular Concession Building #2 constructed in 1963 in fair condition

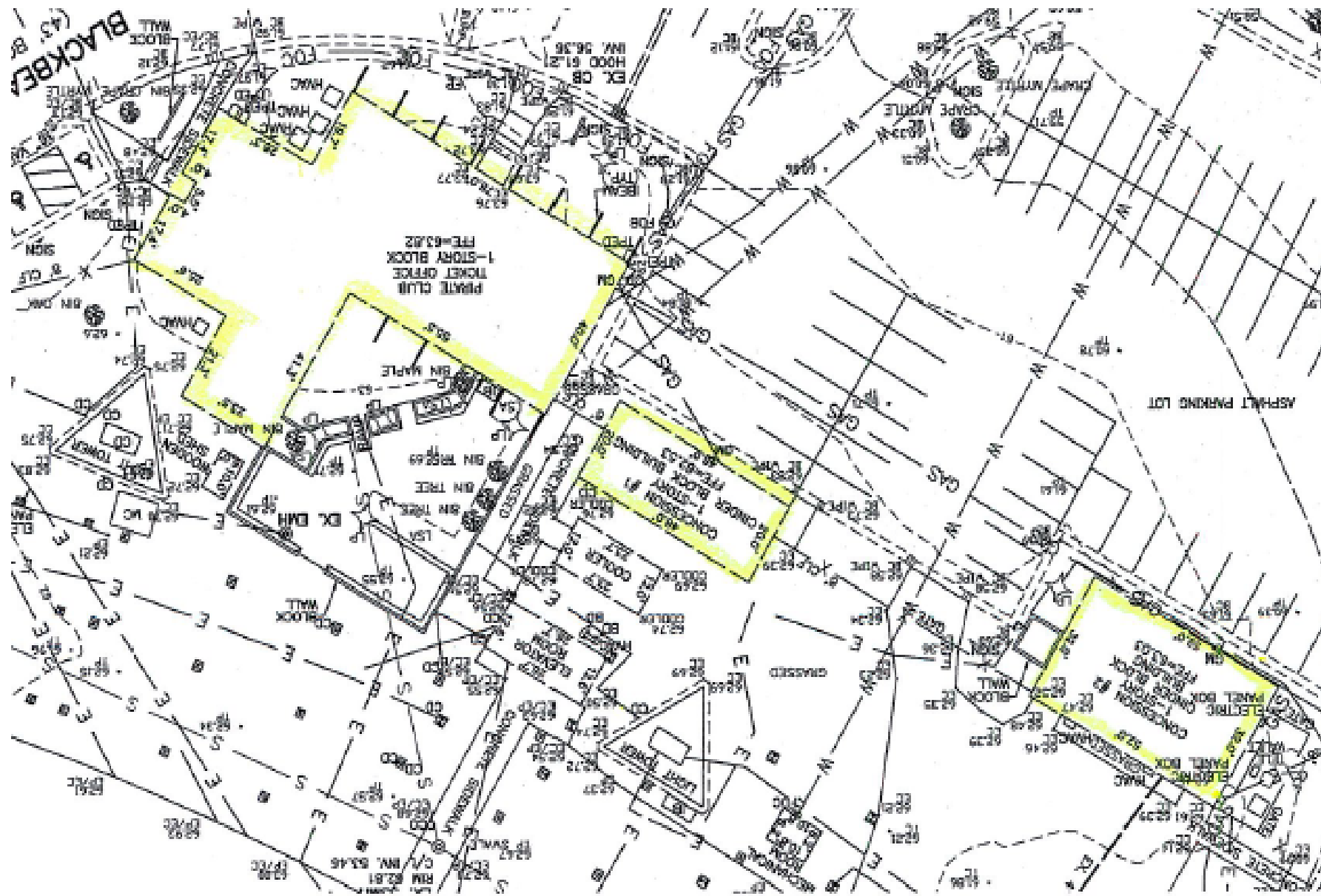
Source of funds is auxiliary overhead receipts.

Attachments (2)

cc: Bill Bagnell
Robert Warrington
Tim Walton



Press Box



East Carolina University
Board of Trustees
Finance and Facilities Committee
July 27, 2017

Session	Finance and Facilities Committee
Responsible Person	Vice Chancellor for Administration and Finance Frederick Niswander
Agenda Item	II.F.
Item Description	Options relative to 5 th Street property
Comments	N/A
Action Requested	Information
Disposition	