

INTERLOCAL AGREEMENT BETWEEN THE CITY
OF WILMINGTON AND NEW HANOVER COUNTY

THIS AGREEMENT, made and entered into this the 25th
day of August, 2009, by and between the City
of Wilmington, a North Carolina municipal corporation
("City") and New Hanover County, a political subdivision of
the State of North Carolina ("County").

W I T N E S S E T H:

WHEREAS, pursuant to G.S. 160A-300.1, the City has
installed a traffic control photographic system to
photograph vehicles running red lights at certain
intersections in the City ("Red Light Camera Program"); and

WHEREAS, the City's Red Light Camera Program has been
effective in reducing vehicle accidents at intersections
with a resulting reduction in property damage and bodily
injury; and

WHEREAS, the Red Light Camera Program has been
effective in reducing the demand for law enforcement,
public safety and emergency medical resources; and

WHEREAS, pursuant to G.S. 115C-437, ninety percent
(90%) of the amount of civil penalties collected from
citations issued under the Red Light Camera Program is paid
to the New Hanover County Board of Education; and

WHEREAS, the equipment utilized in the Red Light Camera Program needs to be updated to ensure the effective continued operation of the Program; and

WHEREAS, the County has agreed to pay a portion of the cost of the Red Light Camera Program because of the benefits to the public; and

WHEREAS, the County is authorized by G.S. 153A-212 to cooperate with other local governments in law enforcement matters as permitted by G.S. Chapter 160A, Article 20, Part 1;

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits inuring to the parties hereto, it is hereby understood and agreed as follows:

1. Purpose of Agreement. The purpose of this Agreement is to set forth the terms for the County's financial support of a portion of the costs of the Red Light Camera Program.
2. City's Operation of Red Light Camera Program. During the term of this Agreement, the City shall operate the Red Light Camera Program at intersections in the City that the City determines are appropriate for red light camera enforcement. The City shall operate the Red Light Camera Program in accordance with the

requirements of G.S. 160A-300.1 applicable to the City. The City also shall pay proceeds from civil penalties collected under the Program to the New Hanover County Board of Education in accordance with G.S. 115C-437.

3. Financial Support for the Program. Annually during the term of this Agreement, County agrees to pay to the City fifty percent (50%) of the net costs of the Red Light Camera Program up to the total amount of \$200,000 per year. The City shall pay the remaining costs of the program. The City shall invoice the County by the 15th day of each month for the County's share of the Program costs during the prior month, and the County shall pay its share of the Program costs to the City within thirty (30) days after the date of the invoice.
4. Duration. This Agreement shall become effective on July 1, 2009, and unless sooner terminated as provided herein, shall extend for a term of three years. After the initial term, the Agreement may be extended up to two additional years by mutual agreement of the City and County. Any renewal or

extension of this Agreement shall be approved in writing by the City and County.

5. Termination. If either party fails to keep and perform each and all of the covenants contained herein, then and in that event, the other party after notifying the non-conforming party not less than thirty (30) days in advance and upon the failure of the other party to comply with such, the non-breaching party may at its option either terminate the Agreement or maintain an action in a court of competent jurisdiction for damages, specific performance, or injunctive relief.
6. Amendment of Agreement. This Agreement may be amended or modified upon mutual agreement of the respective parties, provided that any such amendment shall be reduced to writing and signed by both parties.
7. Non-Assignability. The rights and duties under this Agreement shall not be assigned by any of the parties without the written consent of the other.
8. Entire Agreement. This Agreement constitutes the entire understanding of the parties.

9. Binding Effect. This Agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.
10. Continuing Obligation. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Agreement.
11. Reference. Use of the masculine herein includes the feminine and neuter; singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the Agreement.
12. Interpretation. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

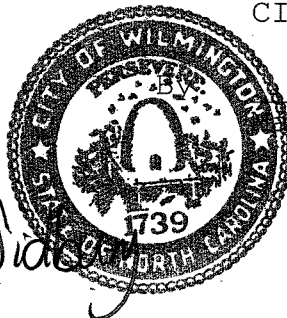
13. Immunity Not waived.

This Agreement is governmental in nature, for the benefit of the public, and is not intended to be for private profit or gain. Neither party intends to waive its sovereign immunity by reason of this Agreement.

14. Savings Clause. If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and the County has caused this Agreement to be duly executed in its name and behalf all pursuant to resolutions of their respective governing bodies.

CITY OF WILMINGTON



Bill S. [Signature]

Mayor

ATTEST:

[Signature]

City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, this the 10 day of August, 2009.

[Signature]
Debra H. Mack
Finance Director

Project No. 08TR10

Account No. 21-0000-~~440-31-60~~ ^{332 03 02} *DBZ*

Amount of Contract ~~\$500,000.00~~ ^{\$200,000}



NEW HANOVER COUNTY

By: [Signature]
Chairman

ATTEST:

[Signature], Deputy
Clerk

APPROVED AS TO FORM:

[Signature]
County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act this the 20 day of August, 2009.

April M. Sider
County Finance Director

STATE OF NORTH CAROLINA

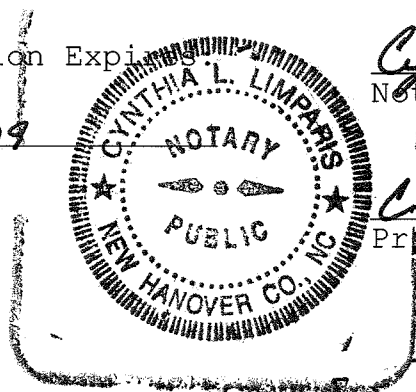
COUNTY OF NEW HANOVER

I, the undersigned Notary Public, do hereby certify that Penelope Spicer-Sidbury personally appeared before me, and who being duly sworn, says that she knows the common seal of the City of Wilmington and is acquainted with Bill Saffo, Mayor, of the City of Wilmington, and that Penelope Spicer-Sidbury is Clerk of the City of Wilmington and saw the said Bill Saffo, Mayor, of the City of Wilmington, sign the foregoing instrument, and saw the common seal of said City of Wilmington affixed to said instrument by said Mayor that she, the said Penelope Spicer-Sidbury, Clerk as aforesaid, signed her name in attestation of the due execution of said instrument in the presence of said Mayor of the City of Wilmington. I certify that Penelope Spicer-Sidbury personally appeared before me this day and I have personal knowledge of the identity of Penelope Spicer-Sidbury.

Witness my hand and notarial seal, this the 20th day of August, 2009.

My Commission Expires

10/18/09



Cynthia L Lemparis
Notary Public

Cynthia L Lemparis
Printed Name

STATE OF NORTH CAROLINA

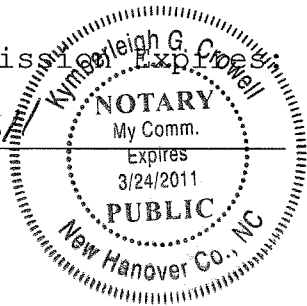
COUNTY OF NEW HANOVER

I, the undersigned Notary Public, do hereby certify that Teresa P. Elmore personally appeared before me, and who being duly sworn, says that she knows the common seal of the County of New Hanover and is acquainted with Ted Davis, Jr., Chairman, of the Board of Commissioners, and that Teresa P. Elmore is ^{Deputy} Clerk of the New Hanover County and saw the said Ted Davis, Jr., Chairman, of the Board of Commissioners, sign the foregoing instrument, and saw the common seal of said Board affixed to said instrument by said Chairman that she, the said Teresa P. Elmore, ^{Deputy} Clerk as aforesaid, signed her name in attestation of the due execution of said instrument in the presence of said Chairman of the Board of Commissioners. I certify that Teresa P. Elmore personally appeared before me this day and I have personal knowledge of the identity of Teresa P. Elmore.

Witness my hand and notarial seal, this the 25th day of August, 2009.

My Commission Expires

3/24/2011



Kimberly G. Crowell
Notary Public

Kimberly G. Crowell
Printed Name

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