

STATE OF NORTH CAROLINA

COUNTY OF UNION

**INTERLOCAL AGREEMENT BETWEEN
UNION COUNTY, NORTH CAROLINA,
THE OFFICE OF SHERIFF OF UNION COUNTY, NORTH CAROLINA,
AND THE TOWN OF WINGATE, NORTH CAROLINA**

THIS AGREEMENT, made and entered into _____, by and among Union County, North Carolina (hereinafter referred to as “County”), the Office of Sheriff of Union County, North Carolina (hereinafter referred to as “Sheriff” or “UCSO”), and the Town of Wingate (hereinafter referred to as “Town”), together referred to as the “parties” (hereinafter referred to as the “Agreement”).

PREMISES

WHEREAS, N.C. Gen. Stat. § 160A-461, *et seq.*, authorizes the entry of interlocal agreements between local government agencies to provide local government services; and

WHEREAS, the Town currently operates a municipal police department; and

WHEREAS, the Town wishes to implement law enforcement services provided through an interlocal agreement between the Town, the UCSO, and the County; and

WHEREAS, the Town, the County, and the UCSO believe it to be in their best interests to enter into this interlocal agreement solely for the purpose of providing law enforcement services to the Town.

NOW, THEREFORE, in consideration of the promises and agreements of the parties herein contained, the parties agree as follows:

- 1) **Term.** Although subject to renewal, either expressly or as provided and contemplated under this Agreement, the express term of this Agreement shall be as follows:
 - A. **Effective Dates.** This Agreement shall be effective from September 1, 2025, and shall continue until terminated by either party not less than six (6) months from the date of written notice to the other party. The amendment or modification of this Agreement, during the term and unless otherwise provided, shall be deemed to relate back to the initial effective date of this Agreement.
 - B. **Termination; Non-Appropriation Contingency.** Notwithstanding any other provision of this Agreement to the contrary, any party to this Agreement, either with or without cause, may terminate this Agreement upon six months’ written notice to the other parties.
- 2) **Purpose and Scope of Agreement.** This Agreement formalizes the relationship between the Town, County, and the Sheriff in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers and the people of the Town.

- A. The Sheriff agrees to station an agreed upon number of deputy sheriffs within the municipal limits of the Town, the number, rank, and job titles of which shall be as set out in Attachment A, which is attached hereto and incorporated herein by reference.
- B. All deputy sheriffs covered by this Agreement shall work a full-time, regular schedule in accordance with UCSO standard work periods. Such schedules shall be subject to all applicable leave provided under the Union County Personnel Resolution, as amended or superseded, and/or required by State and federal law. Leave taken pursuant to the Union County Personnel Resolution or other applicable law shall not entitle the Town to a refund or reduction in costs or a replacement or substituted deputy sheriff. It is the intent of this Agreement that the schedule of hours worked within each cycle shall be determined by the Sheriff or his designee.
- C. During the term of this Agreement, each deputy sheriff assigned to the Town shall at all times be an employee of the Sheriff, and shall at no time be an employee of the Town. All deputy sheriffs assigned to the Town under this Agreement remain under the exclusive control, direction, and supervision of the Sheriff and/or his designee, and are subject to policies and procedures of the UCSO. No Town personnel or elected officials have the right or authority to control, direct, and/or supervise activities of the deputy sheriffs assigned to the Town under this Agreement.
- D. All deputy sheriffs assigned to work pursuant to this Agreement shall patrol and answer calls within the municipal limits of the Town, except that any deputy sheriff may answer a call for service outside the Town when responding to a priority call outside the municipal limits, or upon the order of the Sheriff or his designee.
- E. All calls for service, dispatches, complaints, special requests, or duty assignments shall be administered through the official channels of the UCSO pursuant to UCSO policies and procedures.
- F. The County shall be solely responsible for paying compensation to the deputy sheriffs assigned to the Town under this Agreement and shall be exclusively responsible for the provision of those benefits to the deputy sheriffs, to which they are entitled, pursuant to County personnel policies and procedures.
- G. All law enforcement equipment, including vehicles and their contents, purchased pursuant to this Agreement shall be and remain the property of the County for use by the Sheriff for law enforcement purposes.
- H. The Town agrees to pay the County an annual amount equal to Ninety Percent (90%) of the County's cost of providing services pursuant to this Agreement, which annual amount shall cover services on a fiscal year basis, July 1 to June 30, which amount shall be referred to as the "Contract Price." The County's cost shall be determined annually by the Union County Department of Budget and Grants Management, in cooperation with the UCSO, on the basis of an average unit cost per deputy sheriff. Not later than March 31 of each year, the County shall provide the Town, in writing, with the projected Contract Price for

the upcoming fiscal year. The final Contract Price shall be provided, in writing, to the Town not later than two (2) business days after approval of the County's budget. The Contract Price shall be paid by the Town, in advance, in four equal installments on the first day of each calendar quarter, without receipt of invoice or other notice from the County that quarterly payment is due.

- I. If a deputy sheriff position assigned to the Town under this Agreement is left vacant for more than ninety (90) consecutive days, and the Sheriff does not temporarily assign another deputy sheriff to fill the vacant position, beginning on the 91st day of vacancy, the County shall prorate the cost billed to the Town for the vacant deputy sheriff position for so long as the vacancy persists. Any prorated amount reducing the Town's obligations under this provision shall be credited to the Town's next scheduled quarterly payment.
- J. The Town agrees to report immediately to the UCSO, through appropriate channels, any misconduct, improper conduct, or illegal conduct of any deputy sheriff assigned to the Town under this Agreement.
- K. In the event the Sheriff and County have assisted the Town in the successful application for federal or State grant funding to assist in the provision of law enforcement services under this Agreement, the parties mutually agree to adhere to the applicable grant terms and will cooperate to ensure that all grant monies are utilized consistent with applicable law and the terms of the grant.
- L. The Town agrees to provide adequate office space for the deputy sheriffs to perform law enforcement and/or administrative functions related to their law enforcement duties under this Agreement.

- 3) Notices and Designation of Contact.** All notices or other communication in connection with this Agreement shall be in writing and may be delivered in person or by United States mail. If hand delivered, the notice shall be effective upon delivery. If served by mail, the notice shall be effective three (3) business days after being deposited with the United States Postal Service by certified mail, return receipt requested, and addressed appropriately to the intended recipient as follows:

For the Town:

Town Manager
PO Box 367
Wingate, NC 28079

For the Sheriff:

Sheriff of Union County
3370 Presson Road
Monroe, NC 28112

For the County:

County Manager
500 N. Main St., Ste. 918
Monroe, NC 28112

- 4) Performance.** Each party shall fully and in good faith execute such duties, obligations, covenants and conditions as described in this Agreement and shall act in good faith in providing timely, effective, and efficient performance. The UCSO shall continually monitor, assist, and direct the Town with regard to the subject matter of this Agreement and the substantive and procedural aspects of performance under this Agreement to ensure compliance with all pertinent laws, rules, and regulations of the governmental and non-governmental commissions or agencies whose standards the Sheriff has adopted or to which the UCSO adheres, particularly those of the Prison Rape Elimination Act. In the event the Sheriff or his designee discover non-compliance, it shall

be the obligation of the Sheriff to give notice, to seek remediation, and to make report thereof to the appropriate agency or authority.

- 5) **Forum Selection.** The exclusive venue for initiation of any action arising under, through, or by virtue of this Agreement or related to this Agreement, shall be conferred upon the General Courts of Justice of the State of North Carolina sitting in Union County, North Carolina, and no other place, venue or court.
- 6) **Compliance with Law, Regulations, Policies, Standards, and Directives.** Having due regard to the foregoing, parties to this Agreement shall comply with all applicable laws, regulations, and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under this Agreement, including, but not limited to, the provisions of Chapters 14, 15A, 122C, 153A, 160A and 162 of the North Carolina General Statutes, and, in particular, but without limitation, Sections 143B-902 through 143B-907 of the North Carolina General Statutes; and all equal employment laws, and other applicable law as well as all applicable State and federal laws and regulations as well as applicable ordinances of local government, including, but not limited to those of the County, the Division of Criminal Information, Criminal Justice Information Services (“CJIS”), and related provisions of law as well as the policies, directives of the UCSO and applicable standards, and shall cause to be executed any further assurances, and the like, requisite to compliance with the same.
- 7) **ADA Compliance/Non-Discrimination/Anti-Retaliation.** Without limiting the generality of the foregoing, the parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Section 504, of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990 (ADA), Chapter 168 of the North Carolina General Statutes and all requirements imposed by the requisite federal regulations, rules and guidelines issued pursuant to these Titles with respect to the personnel employed or deployed pursuant to this Agreement. The parties shall also conform to and comply with the anti-retaliation policies adopted by the Sheriff.
- 8) **No Derivative Right or Liability.** There shall be no third-party beneficiary or any right to any person or entity other than the named parties to this Agreement.
- 9) **Amendment or Modification.** This Agreement may be modified or amended by mutual consent of all parties as long as the amendment is executed in the same fashion as this Agreement. Unless otherwise specifically agreed to in writing such amendment shall not operate as or be interpreted to be a termination of this Agreement, and it shall continue in effect except as necessarily or expressly modified through such amendment.
- 10) **Partial Invalidity.** In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 11) **Other and Further Assurances.** In order to give effect to the purposes and terms of this Agreement, the parties agree to promulgate and execute such other documents or other and further assurances, certificates, agreements, memoranda or the like which may reasonably be required to give effect to this Agreement, its terms, conditions, covenants, and purposes upon request and within a reasonable time following such request.

12) Binding Effect. This Agreement constitutes the entire agreement of the parties. There are no other agreements, oral or written, other than those in this Agreement.

13) Parties' Liability

- A. Each party to this Agreement will be responsible for its own actions in providing service under this Agreement and shall not be liable for any civil liability that may arise from furnishing of the service by the other party.
- B. Nothing in the performance of this Agreement shall impose any liability on the Town, County, or Sheriff other than claims for which liability may be imposed by applicable law.
- C. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein.

[Remainder of page intentionally left blank. Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have hereunto set their hands and seals and have caused this Agreement to be duly executed, this the day and year first above written.

**OFFICE OF SHERIFF OF UNION
COUNTY, NORTH CAROLINA**

TOWN OF WINGATE

_____(SEAL)
Eddie Cathey
Sheriff

_____(SEAL)
Brad Sellers
Town Manager

UNION COUNTY

_____(SEAL)
Brian Matthews
County Manager

ATTEST:

Lynn West, Union County Clerk to
the Board of County Commissioners

Town Clerk – Town of Wingate

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

Finance Officer – Town of Wingate

Approved as to Legal Form:

Carolyn Mayer
Union County
Senior Assistant County Attorney

Town of Wingate
Town Attorney

Attachment A

Approved positions as of the date of execution of this Agreement:

Full-time Deputy Sheriffs:

4 Deputies