

Contract for ABC Law Enforcement

State of North Carolina

THIS CONTRACT is entered into on _____, by and between the Wingate ABC Board (hereinafter “ABC Board”) and Union County, North Carolina, acting through the Union County Sheriff’s Office (hereinafter “Agency”), for the purposes set forth below:

WHEREAS, North Carolina General Statutes Chapter 18B requires that the ABC Board either hire an ABC law enforcement officer or contract for ABC law enforcement with a local law enforcement agency; and

WHEREAS, the ABC Board is required by law to expend at least 5% of profits for ABC law enforcement; and

WHEREAS the ABC Board is of the opinion that contracting with the Agency for ABC law enforcement would constitute the most efficient use of its ABC law enforcement funds; and

WHEREAS the Agency agrees to provide ABC law enforcement in the Town of Wingate in return for the agreed funding:

NOW, THEREFORE, IT IS AGREED that:

1. The Agency shall provide ABC law enforcement within the boundaries of the Town of Wingate in return for the sum of approximately \$12,000 annually, to be paid in quarterly installments. This amount shall be adjusted as needed to equal the amount required by North Carolina General Statutes § 18B-805(c)(2) to be expended on ABC law enforcement.
2. The Agency agrees to assign current Union County Sheriff’s deputies to provide ABC law enforcement services (the “Services”) on a rotating basis in accordance with Union County Sheriff’s Office (“UCSO”) operational needs. The Agency shall be solely responsible for hiring, equipping, and supervising all UCSO employees who may be charged with the duty of enforcing the ABC laws.
 - a. The UCSO deputies performing the Services pursuant to this contract shall at all times during the term of this contract be employees of the Union County Sheriff and shall at no time be employees of the ABC Board.
 - b. The UCSO deputies remain under the exclusive control, direction, and supervision of the Union County Sheriff or his designee, and such deputies are subject to the policies and procedures of the Union County Sheriff’s Office.

- c. The Agency shall be solely responsible for paying compensation to the UCSO deputies who perform the Services and shall be exclusively responsible for providing those benefits to which the deputies are entitled pursuant to Agency policies and procedures.
 - d. All equipment and other property purchased by the Agency pursuant to this contract shall be and remain the property of the Agency during the term of this contract and following its termination.
3. The Agency shall incorporate the Services into UCSO deputies' regular job duties and may receive specific requests from the ABC Board for assistance in such matters as ABC store security, protection of ABC store deposits, and the investigation of internal and external theft. No UCSO deputy shall be assigned to perform the Services on a full-time or full-time equivalent basis. It is the intent of this contract that the schedule of hours worked and duties performed by UCSO employees within each cycle be determined by the Union County Sheriff or his designee.
4. The Agency shall report to the ABC Board by the 5th business day of each month on a form developed by the Commission the following:
 - a. The number of arrests made for ABC law, Controlled Substance Act, or other violations, by category, at ABC permitted outlets.
 - b. The number of arrests made for ABC law, Controlled Substance Act, or other violations, by category, at other locations.
 - c. The number of agencies assisted with ABC law or controlled substance related matters.
 - d. The number of alcohol education and responsible server programs presented.
5. This contract shall continue in effect until such time as either party desires to cancel the contract. Either party may cancel this contract upon 30 days' written notice to the other party.
6. This contract may be amended by the parties upon mutual execution of a written amendment to this contract.
7. Each party to this contract will be responsible for its own actions in providing service under this contract and neither party shall be liable for any civil liability that may arise from furnishing of the service by the other party.
 - a. Nothing in the performance of this contract shall impose any liability on the Agency or the ABC Board other than claims for which liability may be imposed by applicable law.

- b. By entering into this contract, the parties do not intend to create any obligations, express or implied, other than those set out herein.

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.

Wingate ABC Board

BY: _____ (SEAL)

Name & Title: _____

Union County

BY: _____ (SEAL)
Brian W. Matthews, County Manager

Approved as to Legal Form CAM