

## Contract For ABC Law Enforcement

State of North Carolina

Jackson County ABC Board

THIS CONTRACT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Jackson County ABC Board (hereinafter "ABC Board") and Jackson County (hereinafter "Agency") for the purposes set forth below:

WHEREAS, North Carolina General Statute 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 Jackson County, outside the Town of Sylva, in return for the agreed funding;

NOW, THEREFORE, IT IS AGREED that:

1. The Agency shall provide ABC law enforcement in Jackson County for all areas outside the town limits of the Town of Sylva in return for the 60% of the funds designated by the Jackson County ABC Board for law enforcement as required by the North Carolina General Statute 18B-805 (c)(2). These funds shall be paid in quarterly installments.
2. The Agency shall provide ABC law enforcement in Jackson County, outside the Town of Sylva, and it shall report at least quarterly to the ABC Board on its ABC law enforcement activities.
3. The Agency shall be solely responsible for hiring, equipping and supervising the officer or officers who are charged with the duty of enforcing the ABC laws, and the Agency agrees to indemnify, and hold harmless, the ABC Board for any liability arising from the activities of said officers.
4. The Agency shall respond to specific requests from the ABC Board for assistance in such matters as ABC store security and the investigation of internal and external theft.
5. The Agency shall report to the ABC Board by the 5<sup>th</sup> 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 arrests assisted with ABC law or controlled substance related matters.
  - d. The number of alcohol education and responsible server programs presented.
6. This contract shall continue in effect until such time as either party desires to cancel the contract and gives notice of cancellation as follows:
7. This contract may be canceled by either party upon 30-day notice to the other party, which notice shall be given in writing.

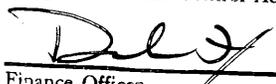
Effective the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By: \_\_\_\_\_  
David Noland, Chairman  
Jackson County ABC Board

By: \_\_\_\_\_  
Chip Hall, Jackson County Sheriff

By: \_\_\_\_\_  
Brian Thomas McMahan, Chairman  
Jackson County Commissioners

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

  
\_\_\_\_\_  
Finance Officer  
Jackson County, North Carolina