

CONTRACT COVER SHEET

Department: Sheriff's Office

Date: 10/20/2022

Contract Monitor: Heather Wylie

Phone Number: 252-902-2147

CONTRACT INFORMATION: New ☒ Renewal ☐ Amendment ☐

Vendor: MR. BEAST YouTube LLC

Effective Date: 10-21-2022

Revenue Generating: Yes ☒ No ☐

Expiration Date: 10-22-2022

Contract Purpose/Description: Provide Law Enforcement Services for the Vendor on Friday 10-21 thru Saturday 10-22 for a video shoot

Deadline/Special Need: 10-21-2022

Total Dollar Value (if applicable) \$ 1,508.75

Budget Account Code: 104310-512201 (EXP)
102600-444102 (REV)

Current year portion: \$ 1,508.75

Contract Budgeted: N/A ☐ Yes ☒ No ☐

Date approved by County Commissioners, if applicable NA

Reviewed for HIPAA: N/A ☒ Yes ☐ No ☐

Reviewed for ACM: N/A ☒ Yes ☐ No ☐

Insurance Certificate(s) Attached: ☒ Yes ☐ No ☐
E-Verify Language Included: ☒ Yes ☐ No ☐

N/A ☐ Yes ☒ No ☐
N/A ☐ Yes ☒ No ☐

DOCUMENT ROUTING

	Date In	Changes Needed Yes No	Reviewer	Date Out	Initials Changes Accepted
<input checked="" type="checkbox"/> Program Supervisor	<u>10/20/22</u>	() <input checked="" type="checkbox"/>	<u>Myrie Nelson</u>	<u>10/20/22</u>	()
<input checked="" type="checkbox"/> Agency Director	<u>10/20/22</u>	() <input checked="" type="checkbox"/>	<u>Paula S. Dance</u>	<u>10/20/22</u>	()
<input checked="" type="checkbox"/> Risk Manager (Ins.)	<u>10/20/22</u>	() <input checked="" type="checkbox"/>	<u>Paula S. Dance</u>	<u>10/20/22</u>	()
<input checked="" type="checkbox"/> County Attorney	<u>10/20/22</u>	() <input checked="" type="checkbox"/>	<u>ACS</u>	<u>10/20/22</u>	()
<input checked="" type="checkbox"/> Finance Officer	<u>10/20/22</u>	() <input checked="" type="checkbox"/>	<u>ABC</u>	<u>10/20/22</u>	()
<input checked="" type="checkbox"/> County Manager	<u>OCT 21 2022</u>	() <input checked="" type="checkbox"/>	<u>(Signature)</u>	<u>10/20/22</u>	()
Other:	<u>10/20/22</u>	() ()		<u>10/20/22</u>	()

Other comments:

STATE OF NORTH CAROLINA

COUNTY OF PITT

AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into this the 20 day of October, 2022 by and between Pitt County, a body politic and corporate of the State of North Carolina, hereinafter referred to as "County" and, Mr. Beast YouTube LLC, an individual or organization situated in or otherwise requesting service in Pitt County, North Carolina, hereinafter referred to as "Party";

WITNESSETH:

THAT WHEREAS, the party desires the service of law enforcement officers and/or civilian staff members of the County to assist them in the following activity or function of the Party: Will provide law enforcement services for Mr. Beast YouTube LLC for a video shoot. The video shoot will take place at the 3202 NC 121 location in Farmville, North Carolina. The detail will run Friday October 21, 2022 at 6:00 PM and run through Saturday October 22, 2022 at 7:00 PM. There will be 1 one Deputy working Friday October 21, 2022 from 6:00PM - 8:30AM and 2 two Deputies working Saturday October 22, 2022 from 8:30 AM - 7:00PM.

WHEREAS, the Pitt County Sheriff has a limited number of "on-duty" law enforcement officers and civilian staff; the hours of employment of these employees prevent the Sheriff from furnishing staff members or law enforcement officers to assist in policing or providing other services as requested at the above-referenced activity; and

WHEREAS, CERTAIN "off- duty" law enforcement officers and/or civilian staff members may agree to be placed back in "on-duty" status. The Party agrees to bear the expense of furnishing the officers and/or staff members to the activity or function; and

WHEREAS, law enforcement officers and/or civilian staff members who are placed back in "on-duty" status will normally have already worked their full number of work hours. Being placed back in "on-duty" status will result in legally required overtime payments as defined under the Fair Labor Standards Act;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and benefits set forth, the County and the Party agree as follows:

THE COUNTY SHALL:

1. Provide the Party with 2 employees of the Pitt County Sheriff's Office (or with such services and numbers or employees as listed on the attached addendum), at the discretion of the Sheriff of Pitt County, and upon her direction and control, who will be placed in "on-duty" status to police or otherwise assist with the activities and functions of the Party as requested. This shall constitute additional services over and beyond that which normally are furnished to the citizens of Pitt County.


2. Provide these employees upon the agreement of the parties that the additional employee(s) furnished by the Sheriff shall be treated as regular, on-duty law enforcement officers and/or employees of the Pitt County Sheriff's Office during his or her hours of service with the activity or function of the Party, and NOT employees of the Party. Such employees shall act in accordance with the policies, procedures, rules, regulations and orders of the Pitt County Sheriff's Office.


3. The County shall provide to the Party an estimate of the cost to provide the services herein agreed upon, and the Party shall pay the full cost of the estimate, by cash, certified check or money order, in advance of the event. The estimated amount due shall be based upon the estimated time worked by the officer(s) calculated at a rate of \$42.50 per hour, with a minimum charge of three (3) hours per employee.


No personal checks will be accepted, and no services by the County will be provided unless payment of the estimate in full is paid prior to the event. In certain cases where a Party has a good history of making timely and honored payments to the County for services provided, the County Finance Director or her designee may authorize an alternative payment arrangement. Any alternative arrangement shall be set forth in an addendum attached to and made part of contract.

After services have been provided, the County shall issue a final invoice to Party reflecting the actual hours worked, and credit shall be given to Party for all amounts paid in advance. Any amounts paid in advance in excess of the final invoice shall be refunded to Party. Any amounts in excess of the estimate shall be due from the Party within 30 days.

THE PARTY SHALL:

 1. Provide to an authorized representative of the County a written schedule setting forth the work times required of the employee(s) at least seven (7) calendar days in advance of the activity or function.

 2. Notify the County at least seventy-two (72) hours in advance of the activity or function, if the need arises to cancel or change the schedule by notifying an authorized representative of the Sheriff. If the Party should fail to notify the County, the Party shall pay the County the minimum three (3) hours compensation per employee.

 3. Pay to the County the estimated costs and expenses associated with providing these officers by cash, certified check or money order in advance of the event. Party will receive a final invoice from County after the event, and Party shall pay any amount due in excess of the estimate within thirty (30) days.

E-verify. Pursuant to North Carolina General Statute 143-133.3 and related state and federal laws, the undersigned hereby certifies that the party named herein, and the party's subcontractors, comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

IN WITNESS AND AGREEMENT WHEREOF, the parties have executed this Agreement below

This document has been reviewed and final approval has been given by Pitt County Manager.

[Signature]
County Manager - Pitt County

COUNTY

BY: [Signature]
Sheriff of Pitt County
☒ Major C. E. Adkins
☒ Authorized Representative

ATTEST:

BY: _____

Date: 10-20-2022

PARTY

BY: _____

Printed Name: Tim M. Chugh

Signature: [Signature]

Physical Address: _____

Mailing Address: _____

Phone Numbers: _____

740 E. 1st St. Bldg. SE Suite 400-163

Growth NC 27858

Home: 252 917-0261

Work: _____

Cell: _____

Email Address: tim.m.chugh@growth-nc.com

ATTEST:

BY: _____

Date: _____

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

[Signature]
Finance Officer

APPROVE AS TO FORM

[Signature]
County Attorney