

CONTRACT COVER SHEET

Department: Sheriff's Office

Date: 5/22/23

Contract Monitor: Heather Wylie

Phone Number: 252-900-2147

CONTRACT INFORMATION: New ☒ Renewal ☐ Amendment ☐

Vendor: Mr. Beast YouTube LLC

Effective Date: 5-23-2023

Revenue Generating: Yes ☒ No ☐

Expiration Date: 5-28-2023

Contract Purpose/Description: Provide services for vendor at 2 locations starting May 23, 2023 - May 28, 2023. 7AM-7PM each Day

Deadline/Special Need: 5-22-2023

Total Dollar Value (if applicable) \$ 6,120.00

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

Current year portion: \$ 6,120.00

Contract Budgeted: N/A ☐ Yes ☒ No ☐

Date approved by County Commissioners, if applicable _____

Reviewed for HIPAA: N/A ☒ Yes ☐ No ☐

Insurance Certificate(s) Attached:

N/A ☒ Yes ☐ No ☐

Reviewed for ACM: N/A ☒ Yes ☐ No ☐

E-Verify Language included:

N/A ☐ Yes ☒ No ☐

DOCUMENT ROUTING

	Date In	Changes Needed Yes No	Reviewer	Date Out	Initial If Changes Accepted
<input checked="" type="checkbox"/> Program Supervisor	<u>5/22/2023</u> ()	<input checked="" type="checkbox"/>	<u>Heather Wylie</u>	<u>5/22/2023</u> ()	
<input type="checkbox"/> Agency Director	<u>5/22/2023</u> ()	<input checked="" type="checkbox"/>	<u>Paula S. Dance</u>	<u>5/22/2023</u> ()	
<input type="checkbox"/> Risk Manager (Ins.)	<u>1/1</u> ()	()		<u>1/1</u> ()	
<input checked="" type="checkbox"/> County Attorney	<u>5/23/23</u> ()	<input checked="" type="checkbox"/>	<u>RMG</u>	<u>5/23/23</u> ()	
<input checked="" type="checkbox"/> Finance Officer	<u>5/23/23</u> ()	()	<u>WBD</u>	<u>5/23/23</u> ()	
<input checked="" type="checkbox"/> County Manager	<u>MAY 23 2023</u> ()	<input checked="" type="checkbox"/>	<u>(Signature)</u>	<u>5/25/23</u> ()	
<input type="checkbox"/> Other:	<u>1/1</u> ()	()		<u>1/1</u> ()	

Reviewer comments: * contract already began, approval is moot. Also note significant time commitment given staffing shortages (12)

Contract Monitor: Please return copy of fully executed Contract with Cover Sheet to the Legal Department for scanning into the Contracts data base and retain original Contract pursuant to your department's retention and disposition schedule.

STATE OF NORTH CAROLINA

COUNTY OF PITT

AGREEMENT FOR SERVICES

THIS AGREEMENT made and entered into this the 22 day of May, 2023 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. at two different locations. The first location will be at the cul-de-sac in the 2800 block of Royal Drive in Winsor subdivision located in Greenville N.C. The second location will be at 3550 Highway 43 North in Greenville, N.C. The Sheriff Office will provide (1) one deputy for each location. The services will start on Tuesday May 23, 2023 and run through Sunday May 28, 2023. The hours of the services will start at 7:00 AM and end at 7:00 PM each day for a total of (12) twelve hours a day for each location.

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.

County Manager – Pitt County

COUNTY
BY: Major C. E. Adkins
Sheriff of Pitt County
(5) Major C. E. Adkins
(X) Authorized Representative

ATTEST:

BY: _____

Date: May 22, 2023

PARTY

BY: _____

Printed Name: Tim M. [Signature]

Signature: [Signature]

Physical Address: 740 Greenville Blvd SE
Suite 400-163 Greenville
Mailing Address: NC 27834
Phone Numbers: Home: 252-816-6476
Work: _____
Cell: _____
Email Address: INVOICES@MRBustyoutube.com

ATTEST:

BY: _____

Date: 5-23-2023

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

[Signature]
Finance Officer

APPROVED AS TO FORM

[Signature]
T. W. M. County Attorney