

**NORTH CAROLINA
CHATHAM COUNTY**

**SHORT TERM/SPECIAL EVENTS
SERVICE AGREEMENT**

THIS AGREEMENT FOR SERVICES (this “Agreement”), made and entered into this 31st day of October, 2016 by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the “County”), whose address for notices is Post Office Box 1809, Pittsboro, North Carolina, 27312 and Sanford Officials Association (hereinafter referred to as “Contractor”) whose address for notices is 210 Moncure Ave. Sanford, NC 27330.

WHEREAS, Contractor, has agreed to provide services in a professional manner in accordance with the standards of Contractor’s industry and as hereinafter set forth; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the services specified in the Scope of Work as cited below in #2, hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement:** The initial term of this Agreement shall commence on December 31, 2016 and shall end on or before June 30, 2018. This Agreement shall automatically renew for two, separate (1) year renewals terms. The first renewal term shall begin on July 1, 2018, and the second renewal term shall begin on July 1, 2019, unless one party shall have provided the other party not less than thirty (30) days written notice of termination prior to the end of the initial term, or the then current renewal term.

2. **Scope of Work:** The Contractor shall provide to the County the following Services (the “Services”): (Here list Services to be provided):

Summary of service –Booking agent will provide officials for athletic programs for 18 months with options to renew.

Please see Scope of Work attached.

3. **Compensation:** As compensation for the services to be provided by Contractor, the County shall pay the Contractor monthly by invoice, based on type of game and number of officials needed for total amount not to exceed \$65,000 payable within thirty (30) days from receipt of invoice, or as otherwise mutually agreed upon.

Tardy/Absent Officials: In the event that assigned individuals are tardy or absent, payments to CONTRACTOR shall incur penalties as follows:

Amount of Time Missed	Penalty per Missing Official
Game time – End of 1 st quarter	25%
End of 1 st quarter – halftime	50%
After start of 3 rd quarter	75%
Absent	100%

Cancellations: In the event of a single game cancellation, COUNTY shall notify CONTRACTOR a minimum of two (2) hours prior to the start of the scheduled game. If notification is not made two hours prior or no notification is given, COUNTY shall remit payment for that game. In the event of a multi-game consecutive cancellation, and the two hour notification requirement is not met, COUNTY shall remit payment for the first game scheduled. In the event that a cancellation must be made for reasons related to facility malfunction, adverse weather or other acts of nature beyond the control of the COUNTY, COUNTY shall not be required to remit payment for any games not completed or in progress at the time of cancellation.

4. Insurance: Depending upon the type of Services provided and number of employees, Contractor may be required to maintain insurance coverage as specified by the County. If no insurance will be required, both parties are required to initial here: _____ (for County) _____ (for Contractor). If insurance is required, the Contractor shall provide proof of the required insurance to County.
5. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County.
6. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, at the address provided above.
7. Termination: This Agreement may be terminated as follows:

Cause: If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be terminated by the County for default. Grounds for termination for default shall include, but not be limited to:
 - (a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.
 - (b) Failure to maintain equipment in accordance with the requirements of this Agreement and with all laws.
 - (c) Lack of proper insurance if required under this Agreement.
 - (d) Charging rates or fees in excess of those provided in this Agreement.
 - (e) Inefficient, or unsafe practices in providing services.
 - (f) Other actions which impact unfavorably on the faithful performance of this Agreement.
8. Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Agreement.
9. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.
10. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). If Contractor or any Contractor's subcontractors, are subject to the provisions of N.C. Gen. Stats. §64-26(a), Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

11. Criminal Background Check:

Contractor must conduct, annually, criminal background checks and maintain records of searches conducted on all officials having contact with minors.

Written documentation, listing the names of the individuals for whom background checks were conducted and the date on which they were conducted must be maintained by the Contractor. Specific findings need not be disclosed, only a designation of acceptable or non-acceptable. Records must be made available to the Parks & Recreation Director upon request. An Authorization for Release of Information is attached hereto as Appendix 2.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

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

Vicki McConnell, Finance Director

Chatham County:

By: _____
Renee F. Paschal, County Manager

Contractor

By: _____
Thomas L. Womack
210 Monroe Avenue
Sanford, NC 27330
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