

THIS CONTRACT is made and entered into this the 20th day of April, 2010, by and between TOWN OF SOUTHERN SHORES, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and SANDSKI, L.L.C. dba SURF RESCUE, [REDACTED] (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

- a. CONTRACTOR shall provide ocean rescue services, on behalf of the town, to the members of the public utilizing the Ocean, ocean beaches, and dispatched calls to the sound. CONTRACTOR shall conform to the 911 dispatch protocol for all non-police matters.
- b. CONTRACTOR shall meet all standards set forth by the United States Lifesaving Association (USLA) for ocean lifeguards as detailed in the latest edition of the USLA booklet, "Guidelines for Open Water Lifeguard Training and Standards." A trained lifeguard will meet and maintain the following standards and requirements and will man each lifeguard position:
 1. Will be at least 18 years of age at the time of the first work day.
 2. Will have successfully completed ocean rescue training or have two years of experience as an ocean lifeguard.
 3. Will have completed a basic CPR course of instruction.
 4. Will have completed a basic first-aid course of instruction.
 5. Will meet and maintain minimum physical qualifications for running, swimming and general fitness as established by the USLA training and standards guides.
 6. Will be familiar with the operation and use of all rescue equipment and devices provided for use in rescue operations.
 7. Will comply with all rules and regulations set forth by the Town.
- c. CONTRACTOR shall provide a shared supervisor and one (1) ATV patrolling from 10:00 a.m. to 6:00 p.m. beginning May 1st until October 15th. Two (2) lifeguards will be positioned at two fixed lifeguard stands and a second ATV patrolling beginning Memorial Day Weekend through Labor Day Weekend. There will be a third ATV from June 19th until August 15th on roving patrol. The times for the ATV's will be determined by the supervisor.

- d. CONTRACTOR shall provide, at a minimum, the following equipment:
1. two (2) wooden towers with an unobstructed view of the water at least six (6) feet above sand grade with an umbrella.
 2. Portable communication equipment approved by the Town.
 3. Personal protective equipment that meets or exceeds OSHA specifications.
 4. a uniform identifying the individual as a "Lifeguard" that is distinctive in color to include a jacket and pants.
 5. Binoculars for each Lifeguard
 6. Rescue buoy for each Lifeguard
 7. Swim fins for each Lifeguard
 8. Whistle for each Lifeguard
- e. CONTRACTOR shall implement a "red flag" warning system to alert the public to dangerous surf conditions. To the extent possible the CONTRACTOR shall utilize available flagpoles and flags. If this equipment is not available the CONTRACTOR shall request funding to purchase such equipment from the Town Manager. Upon making the determination that dangerous surf conditions exist, the supervisor shall alert the Town Manager, the Chief of Police, and Fire Chief.
- f. CONTRACTOR will not allow any advertising, on any equipment or uniform for any organization, business, service, person, or entity without the express permission of the Town Manager.
- g. CONTRACTOR shall be responsible for maintaining and keeping all areas of the beach free of trash and debris, if the amount of debris exceeds normal expected amounts based on the use of the beach, due to a storm or other condition, the Town may negotiate with CONTRACTOR for additional debris removal services. In any event, the Town will provide disposal containers for debris removal when requested by CONTRACTOR and service the same containers.
- h. CONTRACTOR shall coordinate with the Town, including the Chief of Police and the Fire Chief, and the County for adequate radio communications.
- i. TOWN shall pay CONTRACTOR the following amounts for services rendered under this CONTRACT:

2010	\$148,000
2011	\$148,000
2012	\$152,500
2013	\$155,000
2014	\$158,000

2. TERM OF CONTRACT

The term of the **Contract for Services** is from May 1, 2010 until December 31, 2014. The service periods are listed above under **Services To Be Provided**. This contract is subject to the appropriation of sufficient funds by the Town's governing board to make payment for the specified **Services** during the term of this contract and this contract may be terminated at any time if such funds are not appropriated.

3. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract.

1. For the period, January 1, 2010 through June 30th 2010, the amount of \$53,200.00, which shall be paid as follows: the first payment shall be half on or before May 15th; the second half on or before the last day of June. The remaining \$94,800.00 shall be equal payments on or before the end of the month for four consecutive months for a total compensation of \$148,000.00. Ending in October
2. For the period, January 1, 2011 through December 31, 2011, the amount of \$148,000.00, which shall be paid as follows: the first payment shall be one sixth on or before May 15th; the rest of the payments are on or before the end of the month for five consecutive months. Ending in October
3. For the period, January 1, 2012 through December 31, 2012, the amount of \$152,500.00, which shall be paid as follows: the first payment shall be one sixth on or before May 15th; the rest of the payments are on or before the end of the month for five consecutive months. Ending in October
4. For the period, January 1, 2013 through December 31, 2013, the amount of \$155,000.00, which shall be paid as follows: the first payment shall be one sixth on or before May 15th; the rest of the payments are on or before the end of the month for five consecutive months. Ending in October
5. For the period, January 1, 2014 through December 31, 2014, the amount of \$158,000.00, which shall be paid as follows: the first payment shall be one sixth on or before May 15th; the rest of the payments are on or before the end of the month for five consecutive months. Ending in October

4. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards set forth by the USLA.

5. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/ accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

The CONTRACTOR shall acquire commercial general liability insurance coverage with a minimum limit of \$2,000,000.00 general aggregate, products/completed operations aggregate, personal and advertising injury and each occurrence including premises and operations. Independent contractors, products and completed operations, broad form property damage, explosion/collapse/underground coverage, and contractual liability shall be written on an as occurrence basis.

The CONTRACTOR shall acquire Business Auto Liability insurance coverage with a minimum limit of \$1,000,000.00 per occurrence, combined single limit for bodily injury liability and property damage liability, to include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

The TOWN shall be included as an additional named insured on the commercial general liability and business auto liability insurance policies. The CONTRACTOR shall furnish TOWN a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

7. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further TOWN contracts.

8. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

9. OTHER PROVISIONS

This contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

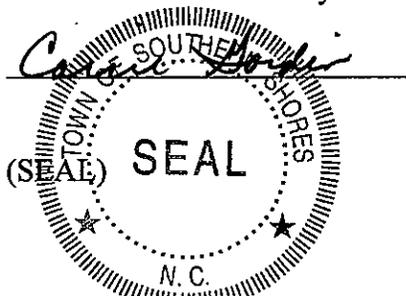
10. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

11. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:-



Witnessed or Attested By:

Carrie Gordon

TOWN OF SOUTHERN SHORES

By: Nancy M. Joffe

Title: T. Manager

Date: 4/27/10

CONTRACTOR

By: Mark J. Shewell

Title: MANAGER

Date: 4/27/2010

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

Bonnie M. Swain
Finance Director