WAYNECOUNTY
NORTH CAROLINA

Wayne County, North Carolina
Board of Commissioners

August 20, 2024
224 E. Walnut Street
Courthouse 4th Floor
Goldsboro, NC 27530

MINUTES

8:00 A.M. AGENDA BRIEFING

During the scheduled briefing and prior to the regularly scheduled meeting, the Board of Commissioners held an advertised briefing session to discuss the items of business on the agenda.

The briefing began at 8:03 a.m., with Chairman Chris Gurley reviewing the agenda.

Finance Director Angie Boswell reviewed the budget amendments.

IT Director Giorgio Kristev explained the SAN (Storage Area Network) infrastructure budget amendment.

Staff Attorney Andrew Neal reviewed the lease for Hangar #2 at the Executive Jetport, as no one from that department was present.

Fire Marshall Bryan Taylor reviewed the Nahunta Fire Protection Distriction.

At 8:21 a.m., Commissioner Antonio Williams joined the agenda briefing.

IT Director Giorgio Kristev explained the bids for Fiber Additions at the new DHHS building.

Members Present: Chairman Chris Gurley; Vice-Chairman George Wayne Aycock, Jr.; Barbara Aycock; Joe C. Daughtery; Freeman Hardison; and Antonio Williams (8:21am).

Members Absent: Bevan Foster

9:00 A.M. CALL TO ORDER - Chairman Chris Gurley

The Wayne County Board of Commissioners met on Tuesday, August 20, 2024, at 9:15 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, Goldsboro, North Carolina, after due notice thereof had been given.

Members present: Chairman Chris Gurley; Vice-Chairman George Wayne Aycock, Jr.; Barbara Aycock; Joe C. Daughtery; Bevan Foster; Freeman Hardison, Jr.; and Antonio Williams.

Members absent: None

INVOCATION - Commissioner Barbara Aycock

Commissioner Barbara Aycock gave the invocation.

PLEDGE OF ALLEGIANCE - Vice-Chairman George Wayne Aycock, Jr.

Vice-Chairman George Wayne Aycock, Jr., led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

APPROVAL OF MINUTES

1. Motion to Approve August 6, 2024, Minutes.

   Upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously approved the August 6, 2024, minutes.

DISCUSSION/ADJUSTMENT OF AGENDA

2. Motion to Approve the August 20, 2024, (Adjusted) Agenda.

   Commissioner Bevan Foster Made a motion to move the Budget Amendments, and the "Motion to Approve the Lease of Hangar Number 2" from the Consent Agenda to New Business.

   Upon motion of Commissioner Antonio Williams, the Board of Commissioners approved the August 20, 2024, Adjusted Agenda by a vote of 6 to 1, with Vice-Chairman Aycock voting against.

SPECIAL PRESENTATIONS

Time Limit of 6 to 10 Minutes

3. Recognition of Wayne County Leadership Institute graduates and presentations by Alison Sports and Amber Jackson.

   Assistant County Manager Ginger Moore recognized the first class of Wayne County Leadership Institute graduates. Graduates Alison Sports of the Wayne County Health Department and Amber Jackson, a Wayne County 911 Dispatch Supervisor, shared their thoughts on the Leadership Institute and some of their favorite experiences from the program. Ms. Moore answered questions from the Board.

4. Recognition of Randy Rogers, Solid Waste Director, retirement with 33 years of service.

   County Manager Chip Crumpler recognized Randy Rogers upon his retirement from the County and the Solid Waste department, and presented him with a plaque. Mr. Rogers thanked the Board, his mentors, and the staff at Solid Waste.

5. Introduction of new Wayne County Department Directors.

   Assistant County Manager Ginger Moore introduced the new department directors for the County; Blake Stevens with Solid Waste; Brittany Wood, Assistant Director with Solid Waste; Suzanne LeDoyen with the Health Department; and Michelle Estrada with Cooperative Extension. Ms. LeDoyen introduced her mother, also her mentor, and thanked her for teaching her the importance of public service. Ms. Estrada shared her story of coming to North Carolina twenty years ago, with barely a speaking knowledge of the English language, and how the commissioners along the way of her career have supported her, all the way to the Director's position.

9:30 A.M. PUBLIC HEARING

6. To Receive Public Comments to Consider Consolidation of the Polly Watson and Nahunta Fire Service Districts.

At 9:30 a.m., Chairman Chris Gurley opened the Public Hearing. Fire Marshall Bryan Taylor discussed the merger of Polly Watson and Nahunta Fire Service Districts, attached hereto as Attachment A, and answered questions from the Board.

Mr. Edward Newcomb, Nahunta Fire Chief, spoke of the process of the merger and asked for the Board's approval. He stated the Polly Watson station would become Nahunta Fire Department, Station 2.

At 9:40 a.m., the Public Hearing was closed.

Upon motion of Vice-Chairman George Wayne Aycock, Jr., the Board of Commissioners Unanimously approved the Consolidation of the Polly Watson and Nahunta Fire Service Districts.

CONSENT AGENDA

Upon motion of Commissioner Joe C Daughtery, the Board of Commissioners unanimously approved the Consent Agenda.

7. Motion to Cancel the September 3, 2024, Board of Commissioners Meeting.

Attached hereto as Attachment B.

NEW BUSINESS

8. Motion to Accept Tax Collector's Settlement for Calendar Year 2023 Taxes and Prior Years.

Tax Administrator Alan Lumpkin presented the Tax Collector's Settlement, attached hereto as Attachment C.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously adopted Resolution #2024-23: A Resolution Accepting the Tax Collector's Settlement for Calendar Year 2023 Taxes and Prior Years, attached hereto as Attachment D.

9. Motion to Approve Order Directing the Tax Collector to Collect the Taxes Charged in the Tax Records and Receipts for Calendar Year 2024 and all Prior Years Outstanding Taxes.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the Order Directing the Tax Collector to Collect the Taxes Charged in the Tax Records and Receipts for Calendar Year 2024 and all Prior Years Outstanding Taxes, attached hereto as Attachment E.

10. Motion to Approve the Proposed Fire District for Nahunta Fire Protection District.

Upon motion of Vice-Chairman George Wayne Aycock, Jr., the Board of Commissioners unanimously approved the Proposed Fire District for Nahunta Fire Protection District, attached hereto as Attachment F.

11. Motion to Approve Information Technology SAN and Infrastructure Replacement Project through Contract with IPDS, using ARPA Funding, and the appropriate Budget Amendment, pending County Attorneys' approval.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the Information Technology SAN and Infrastructure Replacement Project through Contract with IPDS, using ARPA Funding, and the appropriate Budget Amendment, pending County Attorneys' approval, attached hereto as Attachment G.

12. Presentation of Bids for Fiber Additions at New DHHS and New Detention Facilities by IT Director Giorgio Kristev, and Motion to Approve Recommended Bid.

IT Director Giorgio Kristev explained the bids and project for the new Detention Center and DHHS fiber, attached hereto as Attachment H.

Upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously approved the bid of 'River City' for Fiber Additions at New DHHS and New Detention Facilities.

13. Budget Amendments

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners approved the following Budget Amendments by a vote of 6 to 1, with Foster voting against:

#619-Finance/#623-Finance/#662-Finance/#36-Solid Waste/#39-Library/#51-Finance/#52-Finance/#53-Finance/#55-Services on Aging

14. Motion to approve the lease of Hangar Number 2 at the Wayne County Executive Jetport to the University of North Carolina Hospitals at Chapel Hill for a term of five years.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the lease of Hangar Number 2 at the Wayne County Executive Jetport to the University of North Carolina Hospitals at Chapel Hill for a term of five years, attached hereto as Attachment I, by a vote of 6 to 1, with Foster voting against.

COUNTY MANAGER'S REPORT

County Manager Chip Crumpler discussed the NCACC Conference held in Winston-Salem and stated it was the best conference in three to four years. He recognized DSS Director Kim McGuire for her presentation at the conference, and facilitators Maegan Wilson, Assistant Library Director, Assistant County Manager Ginger Moore, and Public Affairs Director Joel Gillie, for the Leadership Institute for being recognized at the conference. Mr. Crumpler congratulated the graduates of the Wayne County Leadership Institute.

BOARD OF COMMISSIONERS COMMITTEE REPORTS

Commissioner Bevan Foster stated he enjoyed the NCACC Conference.

Vice Chairman George Wayne Aycock, Jr., stated he attended the Purple Heart banquet at the Maxwell Center and the fire expo in Raleigh.

Commissioner Joe C. Daughtery had no comment.

Commissioner Antonio Williams sent his condolences to the family of a 15-year-old girl who was recently murdered. He stated he attended the NCACC Conference and said it was a great conference. He praised Kim McGuire for her presentation at the conference and stated he was chosen as a Director-at-large for the NCABCC, the North Carolina Association for Black County Commissioners. He also discussed the Summer Youth Employment Program.

CLOSED SESSION

At 8:22 a.m., upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously declared itself in closed session to consult with attorneys employed or retained by the public body in order to preserve the attorney-client privilege between the attorneys and the public body, which privilege is hereby acknowledged.

Members Present: Chairman Chris Gurley; Vice-Chairman George Wayne Aycock, Jr.; Barbara Aycock; Joe C. Daughtery; Bevan Foster (8:53 a.m.); Freeman Hardison, Jr.; and Antonio Williams.

Members Absent: None

Others Present: County Manager Chip Crumpler; Assistant County Manager Ginger Moore; County Attorney Borden Parker; Staff Attorney Andrew Neal; Finance Director Angie Boswell; Friends of Seymour Ken Gerrard (8:42 a.m.); WCDA President Craig Foucht; WCDA Existing Industry Director Julie Graham; IT Director Giorgio Kristev; Deputy Clerk Kayla Whitley; and Clerk to the Board Carol Bowden.

At 9:11 a.m., upon motion of Vice-Chairman George Wayne Aycock, Jr., the Board of Commissioners unanimously declared itself in regular session.

At 10:29 a.m., upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously declared itself in closed session to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, and to consult with attorneys employed or retained by the public body in order to preserve the attorney-client privilege between the attorneys and the public body, which privilege is hereby acknowledged.

Members Present: Chairman Chris Gurley; Vice-Chairman George Wayne Aycock, Jr.; Barbara Aycock; Joe C. Daughtery; Freeman Hardison, Jr.; and Antonio Williams.

Members Absent: Bevan Foster

Others Present: County Manager Chip Crumpler; Assistant County Manager Ginger Moore; County Attorney Borden Parker; Staff Attorney Andrew Neal; Finance Director Angie Boswell; IT Director Giorgio Kristev; Deputy Clerk Kayla Whitley; and

Clerk to the Board Carol Bowden.

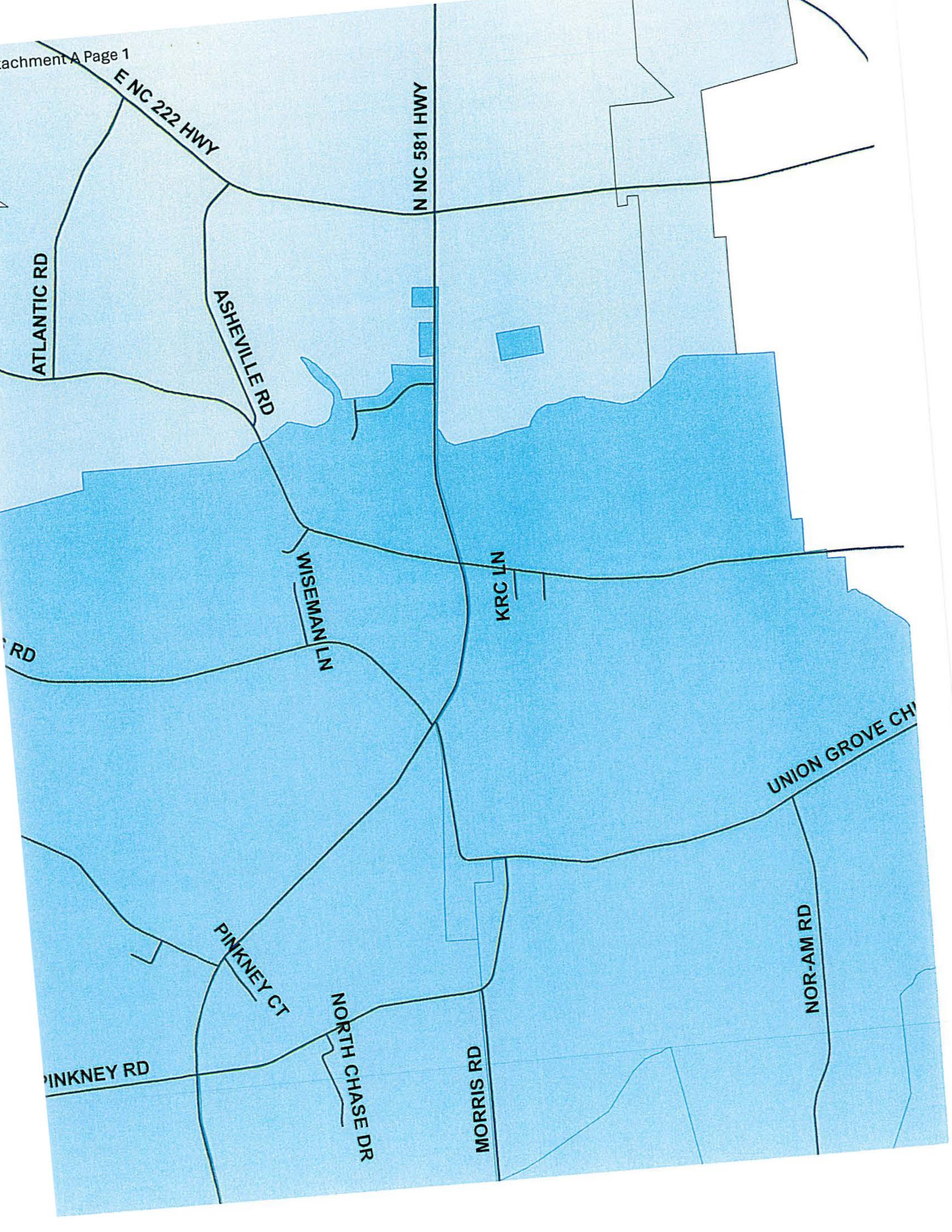
At 10:49 a.m., upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously declared itself in regular session.

ADJOURNMENT

At 10:50 a.m., Chairman Chris Gurley adjourned the Meeting of the Wayne County Board of Commissioners.

Carol Bowden

Carol Bowden, Clerk to the Board


E NC 222 HWY
N NC 581 HWY
ATLANTIC RD
ASHEVILLE RD
WISEMAN LN
KRC LN
RD
UNION GROVE CH
PINKNEY CT
NORTH CHASE DR
MORRIS RD
NOR-AM RD
PINKNEY RD

Attachment A Page 2

PO Box 227

1520 Clingman Street

Phone: (919)731-1416

Fax: (919)988-6499

WAYNECOUNTY
NORTH CAROLINA

Office of Emergency Services
Goldsboro, NC 27533

REPORT OF COMMISSIONERS
REGARDING CONSOLIDATION OF FIRE SERVICE DISTRICTS PURSUANT TO NORTH CAROLINA GENERAL STATUTE § 153A-304

The information included within this report is submitted pursuant to **§153A-304(b).**

In March 2024, the Wayne County Fire Marshal's Office received notification from the Polly Watson and Nahunta Fire Department board of directors expressing an interest in consolidating their departments and services. On March 28, 2024, a meeting was held with board representatives from each department and county officials to discuss the possibilities and the next steps for a merger between the departments. On June 12, 2024 both departments signed a Plan of Merger to be effective September 1, 2024.

N.C.G.S. 153A.304

(a)The board of commissioners may by resolution consolidate two or more service districts upon finding that:

(1) The districts are contiguous or are in a continuous boundary;
(2) The services provided in each of the districts are substantially the same; or
(3) If the services provided are lower for one of the districts, there is a need to increase those services for that district to the level of that enjoyed by other districts.

PO Box 227

1520 Clingman Street

Phone: (919)731-1416

Fax: (919)988-6499

The proposed service districts are contiguous and are in a continuous boundary. The services that would be provided are substantially the same in the Polly Watson Fire Service District and Nahunta Fire Service District with the exception of a lower insurance classification would be granted to the property owners that are currently within the Polly Watson Fire Service District that may result in lower insurance rates for commercial properties.

The proposed Fire Service District would follow the property lines. Nahunta Fire Department will continue to contract with the County to provide fire protection for the consolidated service district. The department will be dispatched to mitigate incidents in the same manner and method currently in use.

Upon consolidation of Fire Service Districts Nahunta Fire Department will continue to submit to the Wayne County Board of Commissioners a budget request based upon tax rates approved by the Board of Commissioners. The proposed service districts funding will mirror the current system.

Attachment A Page 4

PO Box 227

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Phone: (919)731-1416

Fax: (919)988-6499

WAYNECOUNTY
NORTH CAROLINA

Office of Emergency Services

Goldsboro, NC 27533

To: Chip Crumpler, County Manager
Wayne County Commissioner's

From: Bryan Taylor, Fire Marshal

Subject: Public Hearing Notice Mailing Certification

Date: August 5, 2024

Notice of the public hearing for consolidation of the Polly Watson Fire Service District with the Nahunta Fire Service scheduled August 20, 2024 at 9:30am was completed by the Office of Emergency Services and Central Services staff on July 15, 2024. The property owners as indicated with records on file as of January 1, 2024 and provided by the Wayne County Tax Department have been sent, by US Mail, a notice of the public hearing including a map of the affected area.

I certify that this mailing has been completed in accordance with North Carolina General Statute Section 153A-304(c) and is conclusive in the absence of fraud.

Paxton Media Group
201 South 4th Street Paducah, KY 42003

Carol Bowden GOLDSBORO
County of Wayne
PO Box 227
Goldsboro, NC 27533

Class Liner Ad #70988288 Summary:

Slug Line: Wayne County Citizens Public H
Size: 1.00 x 5.33

Publication Cost	$232.32
Adjustments	$0.00
Net Cost	$232.32
Prepaid Amount	$0.00
Amount Due	$232.32

Order Detail:

Publication	Start	Stop	Insertions	Cost	Adjustments	Total
138GNAD1 Goldsboro News-Argus	7/27/24	8/10/24	2	232.32	0.00	232.32
138GNAI1 GNA Website	7/27/24	8/10/24	2	0.00	0.00	0.00

Wayne County Citizens Public Hearing Notice

The Wayne County Board of Commissioners will conduct a public hearing on Tuesday, August 20, 2024 to consider consolidation of the Polly Watson and Nahunta Fire Service Districts. The hearing will be held at 9:30 a.m. in the Wayne County Commissioners Meeting Room, Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, NC. The item to be discussed: The consolidation of the Polly Watson Fire Service District with the Nahunta Fire Service District pursuant to North Carolina General Statute Section 153A-304. The report and map required by North Carolina General Statutes Section 153A-304(b) will be available for public inspection in the office of the Clerk to the Board, Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, NC and the Office of Emergency Services, 1520 Clingman Street Goldsboro, NC, by July 17, 2024. Citizens are invited to attend and speak at this hearing and/or submit any comments. Written comments before the meeting may be submitted to the Wayne County Emergency Services Department, PO Box 227, Goldsboro, NC 27533 or bryan.taylor@waynegov.com. Questions may be directed to the Wayne County Fire Marshal by calling 919-731-1416.

Carol Bowden
Clerk to the Board

WAYNE COUNTY BOARD OF COMMISSIONERS RESOLUTION APPROVING CONSOLIDATED FIRE SERVICE DISTRICTS

WHEREAS, fire protection in Wayne County has been provided and funded through the creation and maintenance of Fire Service Districts;

WHEREAS, pursuant to North Carolina General Statute § 153A-304 et seq. County service districts may be consolidated by the Board of Commissioners to provide fire protection services and that the consolidation of such districts within Wayne County would provide accurate boundaries and districts that are consistent with the fire protection districts; and

WHEREAS, there is a demonstrable need for providing fire protection in the districts comprising Wayne County and it is impracticable to provide those services on a countywide basis; however, it is economically feasible to provide the proposed services in the districts without unreasonable or burdensome annual tax levies through the consolidation of Fire Service Districts as described in G.S. 153A-304 et seq. and as there presently exists demonstrable demand for the proposed fire protection services to those persons residing in the districts;

WHEREAS, due to the consolidation of the Polly Watson and Nahunta Volunteer Fire Departments it is necessary to consolidate the Polly Watson Fire Service District with the Nahunta Fire Service District:

WHEREAS, notice of the public hearing for the consolidation of such Fire Service District has been provided by publication of notice of hearing and also provided by U.S. Mail to owners as shown by the County tax records of all property within the affected Fire Service District and that such public hearing has been conducted;

IT IS, THEREFORE, RESOLVED that the Wayne County Board of Commissioners approves the consolidation of the Polly Watson Fire Service District with the Nahunta Fire Service District for Wayne County pursuant to North Carolina General Statute §153A-304 et seq. and levy tax on said district at the current approved rate and approved on a yearly basis, such districts are reflected on the map that is attached to this Resolution as Exhibit "A" and which are incorporated herein by reference, with the effective date for the creation of such districts to be July 1, 2025.

Adopted the 20th day of August, 2024

Christopher Gurley, Chairman
Wayne County Board of Commissioners

NORTH CAROLINA)
WAYNE COUNTY)

I, Carol Bowden, Clerk of the Wayne County Board of Commissioners, do hereby certify that the resolution set out above was duly adopted in the regular meeting of the Board of Commissioners held at Goldsboro, North Carolina on August 20,2024.

This the 20th day of August, 2024

Carol Bowden
Clerk to the Board of Commissioners (Seal)

EXHIBIT A

PO Box 227
1520 Clingman Street

Phone: (919)731-1416
Fax: (919)988-6499

WAYNECOUNTY
NORTH CAROLINA

OFFICE OF EMERGENCY SERVICES
GOLDSBORO, NC 27533

To: Wayne County Commissioners
Chip Crumpler, County Manager

From: Bryan Taylor, Fire Marshal

Subject: Nahunta Fire Protection District

Date: August 5, 2024

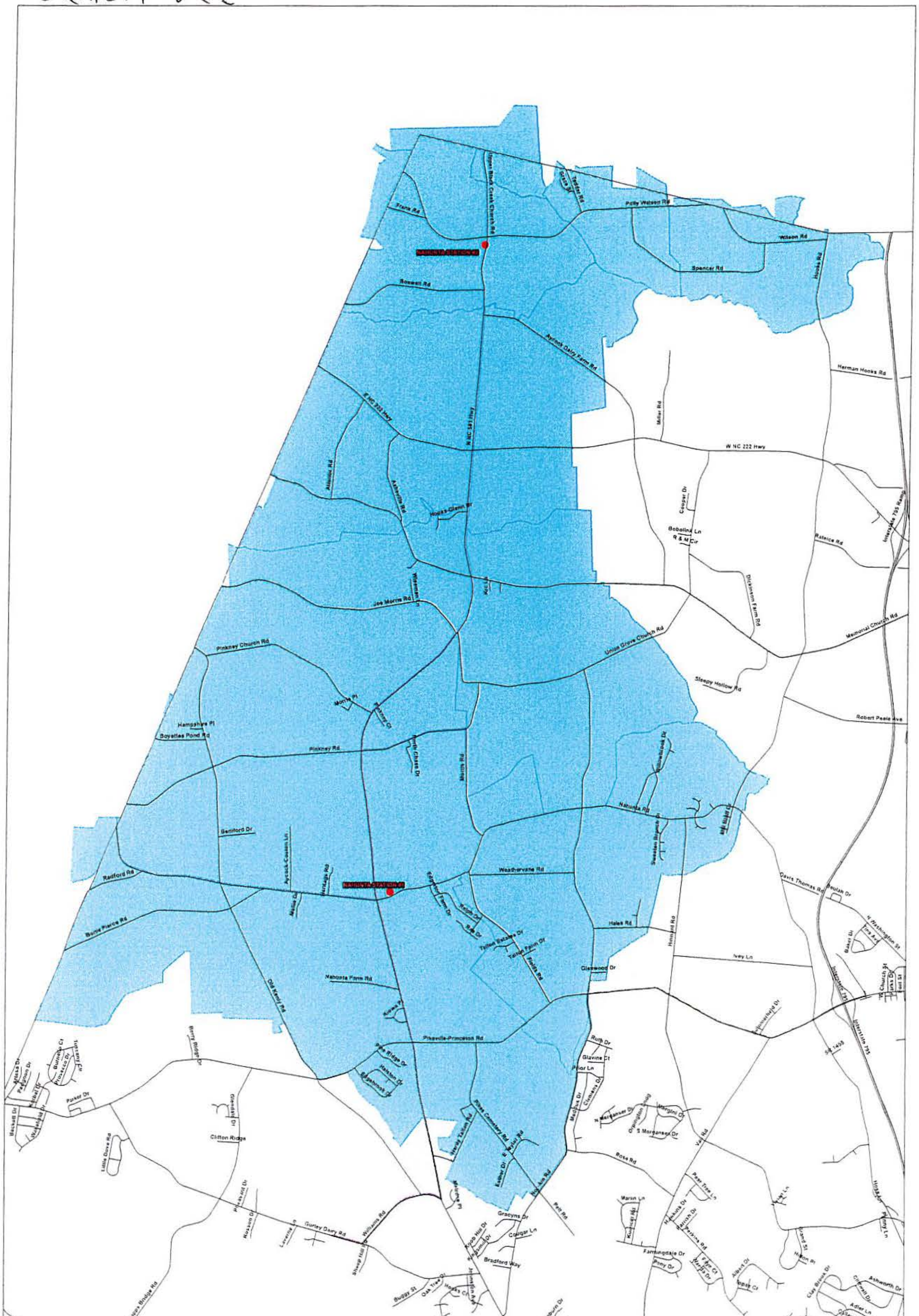
The Polly Watson and Nahunta Fire Departments are in the final stages of consolidation. As part of this process the County needs to incorporate the current Polly Watson Fire Protection District into the Nahunta Fire Protection District to ensure fire protection coverage for the citizens that reside in this area.

Nahunta will provide coverage for the citizens in this area by maintaining a sub-station at the current Polly Watson fire station. The citizens will benefit from the consolidation by having the current insurance rating of Class 5 for the Nahunta Fire Protection District transferred to their properties, which could result in savings on the insurance premiums for the citizens. Nahunta will be compensated for the area covered for the remaining part of this fiscal year and each year after as approved by the county commissioners.

I recommend approval of the attached Nahunta Fire Protection District 5 Mile map as presented effective September 01, 2024. Upon approval, the State Fire Marshal's Office will be notified of the change and a 9S inspection scheduled. Once the inspection is complete, the Fire Marshal's Office will send out a notice of what date the insurance classification will apply for the properties within the district. Staff have met with Nahunta to prepare response maps to ensure uninterrupted fire and rescue services to this area.

NAHUNTA FIRE PROTECTION DISTRICT 6 MILE

Exhibit A2



PLAN OF MERGER

BETWEEN

POLLY WATSON VOLUNTEER FIRE DEPARTMENT, INC.

AND

NAHUNTA VOLUNTEER FIRE DEPARTMENT, INC.

Background Statement

Both corporations are North Carolina nonprofit corporations located in Wayne County, NC and operating pursuant to Section 501(c) of the IRC, as amended. Polly Watson Volunteer Fire Department, Inc., (hereafter "Polly Watson") intents to merge itself into Nahunta Volunteer Fire Department, Inc. (hereafter "Nahunta"). Both corporations are emergency services providers based in Wayne County, NC.

1.

The merger is to be conducted in accordance with NCGS 55A-11-01, et seq and shall have the effects specified in NCGS 55A-11-05.

The Parties hereto will merge Polly Watson into Nahunta, thereby transferring all assets of Polly Watson to Nahunta, to be owned and managed by Nahunta

a. Action to transfer all cash, bank accounts, investment accounts, certificates of deposit, stocks, bonds, or other financial documents to the ownership and control of Nahunta will be initiated not later than ten (10) business days after the date of the merger of the departments;
b. Applications to re-register or re-title registered or titled personal property (vehicles, watercraft, trailers, ATV's, aircraft, etc.) from the name of Polly Watson to the name of Nahunta will be submitted to the appropriate registration or titling authorities not later than twenty (20) business days after the merger of the department.

c. Polly Watson will deliver to Nahunta an inventory of the items listed in Paragraphs 1(a) and 1(b) above not later than the date of execution of this Plan by the Parties hereto. It is expressly understood and agreed by the Parties hereto that the balances in some of the accounts may fluctuate in value during the time the Parties pursue this merger because of receipts and disbursements which occur as a result of pursuing the ordinary course of corporate business.

d. Polly Watson owns equipment acquired with grant funds and Polly Watson will confer with the issuer of the grant regarding the disposition of the equipment. Polly Watson will then advise Nahunta of the instructions received from the issuer of the grant.

2.

The surviving corporation shall be Nahunta Volunteer Fire Department, Inc.

3.

The merger shall become effective upon the filing of the Articles of Merger, unless specified otherwise on the face of said articles. with all asset transfers between the Parties to be effective on that date.

4.

The surviving corporation will continue to deliver such emergency services as it is authorized and qualified to perform in service areas consisting of what are currently identified as the Polly Watson Fire District and Nahunta District in Wayne County, NC. The name designation of the combined district will be determined at a later date in consultation with the appropriate Wayne County authorities.

5.

The station premises of Polly Watson will be redesigned as Nahunta Volunteer Fire Department, Station Two

6.

Members of Polly Watson who are in good standing as of the date of execution of this Plan of Merger may apply to Nahunta for membership, subject to the standard requirements for membership then in effect at Nahunta. Those members of Polly Watson in good standing who meet the requirements for membership in Nahunta will be admitted to membership in Nahunta.

7.

The parties to this Plan will establish and maintain an active and standardized training program in order to assure that all active members of the merged departments remain properly qualified to deliver the services which the merged department are authorized to deliver.

8.

The funds transferred from Polly Watson to Nahunta will be designated as such on the books of Nahunta, utilized first to operate the Polly Watson station premises and the equipment located there during the 2024-25 Wayne County budget year.

9.

Polly Watson agrees to pay off the balance of and require cancellation of the indebtedness evidenced by the Deed of Trust recorded in Book 2505, Page 339-351 Wayne County Register prior to the filing of the Articles of Merger.

10.

Members of Polly Watson who are accepted into membership in Nahunta shall become eligible to run for election to membership on the Board of Directors of Nahunta immediately upon their becoming members of Nahunta.

11.

The Parties hereto warrant and represent unto each other that:

a. All financial disclosures between them were made in good faith, were accurate at the time of disclosure and were created and delivered pursuant to legal and proper authorization on behalf of each Party.
b. Each Party has the legal authority to enter this merger and perform the necessary functions incident thereto;
c. All subordinate entities if any, of each Party have been disclosed;
d. Both Parties are in good standing with the necessary regulatory authorities;

e. Both Parties have disclosed all contracts, agreements, and liabilities to each other, and there are no known defaults;
f. Neither Party is aware active or pending legal proceedings by, on behalf of, or against it;
g. All employee/member benefit plans have been disclosed between the Parties and none are in default;
h. Neither Party is bound by any express or implied collective bargaining agreement, contract, agreement, or understanding with a labor organizations (including unions) seeking to compel either party to bargain with any such labor organization regarding labor matters of any sort;
i. Neither Party has caused the release of a hazardous substance (HAZMAT) with respect to their respective properties which might give rise to possible claims for damages pursuant to any state or federal environmental law, rule, or regulation;
j. Both Parties are in compliance with applicable state and federal revenue laws, rules and regulations;
k. Both Parties will disclose their insurance policies to each other and all policies are current and in full force and effect;

12.

During the period between the execution of this Plan by the Parties and the effective date of the merger, the Parties agree to carry on their respective corporate and emergency services activities following the ordinary course of their respective businesses. Each Party agrees to promptly notify the other in writing of any material change in its respective circumstances not already disclosed.

13.

The Articles of Merger will not be filed and the process of merger implemented until all disclosure requirements of this Plan have been met and all necessary approvals of this Plan and the merger are given by and on behalf of the Parties, including, but not limited to, approval by their respective members.

14.

This Plan may be terminated and the activities contemplated herein abandoned upon the occurrence of any of the following:

a. Mutual consent in writing
b. Lack of corporate or member approval
c. Breach of this Agreement by either Party
d. Litigation by or against either Party
e. Title defect relating to Polly Watson property

Should this Plan and its associated agreement to merger be terminated, each party will be responsible for its respective costs and expenses.

15.

Nahunta will assume ownership of all assets of Polly Watson and will assume all liabilities of Polly Watson on the date the merger becomes effective as specified in the Articles of Merger. The parties will follow the guidelines of North Carolina State Fireman's Association and the Office of the State Treasurer with regard to consolidation and management of relief and pension fund accounts.

16.

Organization and insurance rating of the districts will be accomplished within the guidelines of the Office of the State Fire Marshal.

17.

The Parties intend that the process of merging the corporations be accomplished as soon as possible but not later than 90 days from the date of filing of the Articles of Merger, unless the time-frame for a particular activity is specified differently in this plan. In which case, the specific time frame for the specified activity shall control.

18.

This instrument represents the entire Plan of Merger and my not be modified except by written instrument duly approved by members of each corporation and executed on behalf of each merging corporation by a person with authority to do so.

Approved:

Polly Watson Volunteer Fire Department, Inc.

By: Wyatt Austin Scott
President/Chairman Board of Directors Polly Watson VFD
(Name) / Title

Date of approval: 6-12-2024

Nahunta Volunteer Fire Department. Inc.

By:
Johnnie Howard Board Chair
(Name) / Title

Date of approval: 6-12-2024

C. BARRETT GRAHAM, P.A.
ATTORNEY AT LAW
POST OFFICE BOX 1313
NEWPORT, NORTH CAROLINA 28570
C. BARRETT GRAHAM
(252) 726-7223
GRAEMELAW2@HOTMAIL.COM

4 June 2024

Mr. Johnnie Howard
611 Pikes Cemetery Road
Pikeville, NC 27863

Re: Merger Documents

Dear Johnnie:

Enclosed are three copies of the Plan of Merger and a return envelope. Please have both departments sign the last page of each copy of the Plan, and please don't forget to fill in the dates where needed. Then send one copy of the signed Plan back to me in the enclosed envelope. It should fit nicely if you fold it in half. As per our recent email exchange, when I've got a signed copy of the Plan, I'll set up the Articles of Merger and we'll go forward from there.

Should there be any questions or problems, please feel free to contact me.

Sincerely,

Barrett

C. Barrett Graham

WAYNECOUNTY
NORTH CAROLINA

Wayne County Citizens
Public Hearing Notice

The Wayne County Board of Commissioners will conduct a public hearing on Tuesday, August 20, 2024 to consider consolidation of the Polly Watson and Nahunta Fire Service Districts. The hearing will be held at 9:30 a.m. in the Wayne County Commissioners Meeting Room, Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, NC. The item to be discussed:

The consolidation of the Polly Watson Fire Service District with the Nahunta Fire Service District pursuant to North Carolina General Statute Section 153A-304. The report and map required by North Carolina General Statutes Section 153A-304(b) will be available for public inspection in the office of the Clerk to the Board, Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, NC and the Office of Emergency Services, 1520 Clingman Street Goldsboro, NC. by July 17, 2024.

Citizens are invited to attend and speak at this hearing and/or submit any comments. Written comments before the meeting may be submitted to the Wayne County Emergency Services Department, PO Box 227, Goldsboro, NC 27533 or bryan.taylor@waynegov.com. Questions may be directed to the Wayne County Fire Marshal by calling 919-731-1416.

Carol Bowden
Clerk to the Board

PO Box 227

1520 Clingman Street

Phone: (919)731-1416

Fax: (919)988-6499

WAYNECOUNTY
NORTH CAROLINA

Office of Emergency Services
Goldsboro, NC 27533

To: Wayne County Commissioners
Chip Crumpler, County Manager

From: Bryan Taylor, Fire Marshal

Date: August 5, 2024

Subject: Fire Service District Consolidation

The Polly Watson and Nahunta Volunteer Fire Departments have signed and filed a Plan of Merger to take effect on September 1, 2024.

Due to the merger, it is necessary to consolidate Polly Watson Fire Service District with the Nahunta Fire Service District. This may be done by following the North Carolina General Statute for consolidating service districts as stated below.

N.C.G.S. 153A.304 Consolidation of service districts

(a) The board of commissioners may by resolution consolidate two or more service districts upon finding that:

(1) The districts are contiguous or are in a continuous boundary;
(2) The services provided in each of the districts are substantially the same; or
(3) If the services provided are lower for one of the districts, there is a need to increase those services for that district to the level of that enjoyed by other districts.

(b) **Report**. – Before the public hearing required by subsection (c), the board of commissioners shall cause to be prepared a report containing:

1. A map of the districts to be consolidated
2. A statement showing the proposed consolidation meets the standards of subsection (a); and
3. If necessary, a plan for increasing the services for one of the districts so that they are substantially the same throughout the consolidated district.

PO Box 227

Phone: (919)731-1416

1520 Clingman Street

Fax: (919)988-6499

The report shall be available in the office of the clerk to the board for at least two weeks before the public hearing.

(c) **Hearing and Notice**. – The board of commissioners shall hold a public hearing before adopting any resolution consolidating service districts. Notice of the hearing shall state the date, hour, and place of the hearing and its subject, and shall include a statement that the report required subsections (b) is available for inspection in the office of the clerk to the board. The notice shall be published at least once not less than one week before the date of the hearing. In addition, the notice shall be mailed at least four weeks before the hearing to the owners as shown by the county tax records as of the preceding January 1 of all property owners within the consolidated district. The notice may be mailed by any class of U.S. mail which is fully prepaid. The person designated by the board to mail the notice shall certify to the board that the mailing has been completed, and his certificate shall be conclusive in the absence of fraud.

(d) **Effective Date**. – The consolidation of service districts shall take effect at the beginning of a fiscal year commencing after passage of the resolution of consolidation, as determined by the board.

The mailings were completed by our office staff and central services staff on July 15, 2024. The report and map that is required was also delivered to the clerk's office on July 15, 2024 for public review. The publication of the public hearing will be advertised in the Goldsboro News Argus on July 27 and August 10, 2024.

I have provided copies of all documentation that meets the requirements for consolidating service districts.

I respectively request adoption of the resolution to consolidate the Polly Watson Fire Service District with the Nahunta Fire Service District per the requirements of North Carolina General Statute § 153A-304.

If you have any questions or concerns please let me know.

Attachment B

NORTH CAROLINA

WAYNE COUNTY

Notice is hereby given the Wayne County Board of Commissioners has canceled their September 3, 2024, regular meeting.

This the 20th day of August, 2024.

Carol Bowden

Carol Bowden
Clerk to the Board
Wayne County Board of Commissioners

THE GOOD LIFE. GROWN HERE.

WAYNECOUNTY

THE GOOD LIFE. GROWN HERE.

Tax Collector's Settlement 2023-2024

Alan Lumpkin

Tax Administrator

Shanika Hall

Collection Division Manager

- As required by North Carolina General Statute 105-373, the Tax Collector must make a report of settlement for the fiscal year 2023-2024 and prior years.

- The settlement must be accepted before the Tax Collector may be charged with the next tax levy.

- The settlement must provide a report of diligent efforts to collect unpaid taxes.

Wayne County Current Year - 2023

Current Year 2023						
		Real Estate		Motor Vehicles		Combined
New Levy Billed	$	61,771,642.50	$	0	$	61,771,642.50
Rebates	$	(180,208.63)	$	(0)	$	(180,208.63)
Releases	$	(138,731.41)	$	(0)	$	(138,731.41)
Total Levy	$	61,452,702.46	$	0	$	61,452,702.46
Collections to Date	$	60,450,149.25	$	0	$	60,450,149.25
Outstanding Balance	$	1,002,553.21	$	0	$	1,002,553.21
Collection Percentage		98.37%		0		**98.37%**

YTD Interest Collected	$	150,767.55	$	0	$	150,767.55

Data Source: Unaudited data compiled from NCPTS Version 4 Tax Billing & Collection software. A final collections audit will be conducted by an outside auditing firm and included in the county-wide audit for 2023-2024.

Wayne County Prior Years – 2006-2022

Prior years 2006-2022							
		Real Estate			Motor Vehicles		Combined
Beginning Levy	$	2,438,240.51		$	217,024.87	$	2,655,265.38
New Levy Billed	$	-----			----	$	----
Rebates	$	(19,585.81)		$	----	$	(19,585.81)
Releases	$	(18,124.13)		$	----	$	(18,124.13)
Total Levy	$	2,400,530.57		$	217,024.87	$	2,617,555.44
Collections to Date	$	836,175.58		$	149.49	$	836,325.07
Outstanding Balance	$	1,564,354.99		$	216,875.38	$	1,781,230.37

YTD Interest Collected	$	142,962.27	$	146.59	$	143,108.86

Data Source: Unaudited data compiled from NCPTS Version 4 Tax Billing & Collection software. A final collections audit will be conducted by an outside auditing firm and included in the county-wide audit for 2023-2024.

North Carolina Vehicle Tax System

Wayne County Registered Motor Vehicles
NCVTS Levy and Collections
For Fiscal Year 2023-2024

Gross Levy:	$9,888,978.56
Net Levy Collected:	$9,653,375.95
Percentage Collected:	97.62%
Interest Collected:	$ 83,279.88
Total Net Levy & Interest Collected:	$9,736,655.83
Total Number Vehicles Registered	114,769

Enforcement Measures

The following collection actions were initiated in pursuit of delinquent taxes:

	2023-2024	2022-2023
• Wage Garnishments	1,672	1,766
• Bank Account Levies	264	359
• Rent Attachments	2	1
• Foreclosures to Attorney	376	284

Attachment D

RESOLUTION #2024-23: A RESOLUTION ACCEPTING THE TAX SETTLEMENT WITH THE WAYNE COUNTY TAX ADMINISTRATOR FROM JULY 1, 2023 – JUNE 30, 2024

WHEREAS, the Wayne County Tax Administrator is charged with the collection of all real and personal property taxes for Wayne County, the Fire Districts, Town of Eureka, Town of Fremont, City of Goldsboro, Town of Mount Olive, Town of Pikeville, Town of Seven Springs and Village of Walnut Creek; and

WHEREAS, North Carolina General Statute 105-373 sets out a process whereby the Tax Administrator is to settle with the Board of Commissioners on an annual basis for all taxes charged for collection and those collected and remaining uncollected at year-end; and

WHEREAS, such settlement is to take place before the Tax Administrator can be charged with the collection of the remainder of this year's tax collections; and

WHEREAS, the Tax Administrator has prepared the required Settlement and submitted it to the Finance Office for Review; and

WHEREAS, the Tax Administrator has forwarded the required Settlement for approval by the Board of Commissioners.

NOW THEREFORE BE IT RESOLVED that the Wayne County Board of Commissioners hereby accepts and approves the Settlement of Taxes prepared by the Tax Administrator's Office for July 1, 2023 – June 30, 2024, which is attached hereto and incorporated by reference into this Resolution.

Adopted this 20th day of August, 2024.

SEAL OF WAYNE COUNTY
FIAT JUSTITIA
NORTH CAROLINA

Chris Gurley, Chairman
Wayne County Board of Commissioners

Attest:

Carol Bowden

Carol Bowden
Clerk to the Board

Attachment E

ORDER DIRECTING THE TAX COLLECTOR TO COLLECT THE TAXES CHARGED IN THE TAX RECORDS AND RECEIPTS

State of North Carolina
County of Wayne

To: The Tax Collector of the County of Wayne:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Office of the Tax Administrator and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Wayne, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 20th day of August, 2024.

Chris Gurley, Chairman
Wayne County Board of Commissioners

Attest:

Carol Bowden
Clerk to the Board

Attachment F Page 1

PO BOX 227

1520 CLINGMAN STREET

PHONE: (919)731-1416

FAX: (919)988-6499

WAYNECOUNTY
NORTH CAROLINA

OFFICE OF EMERGENCY SERVICES
GOLDSBORO, NC 27533

To: Wayne County Commissioners
Chip Crumpler, County Manager

From: Bryan Taylor, Fire Marshal

Subject: Nahunta Fire Protection District

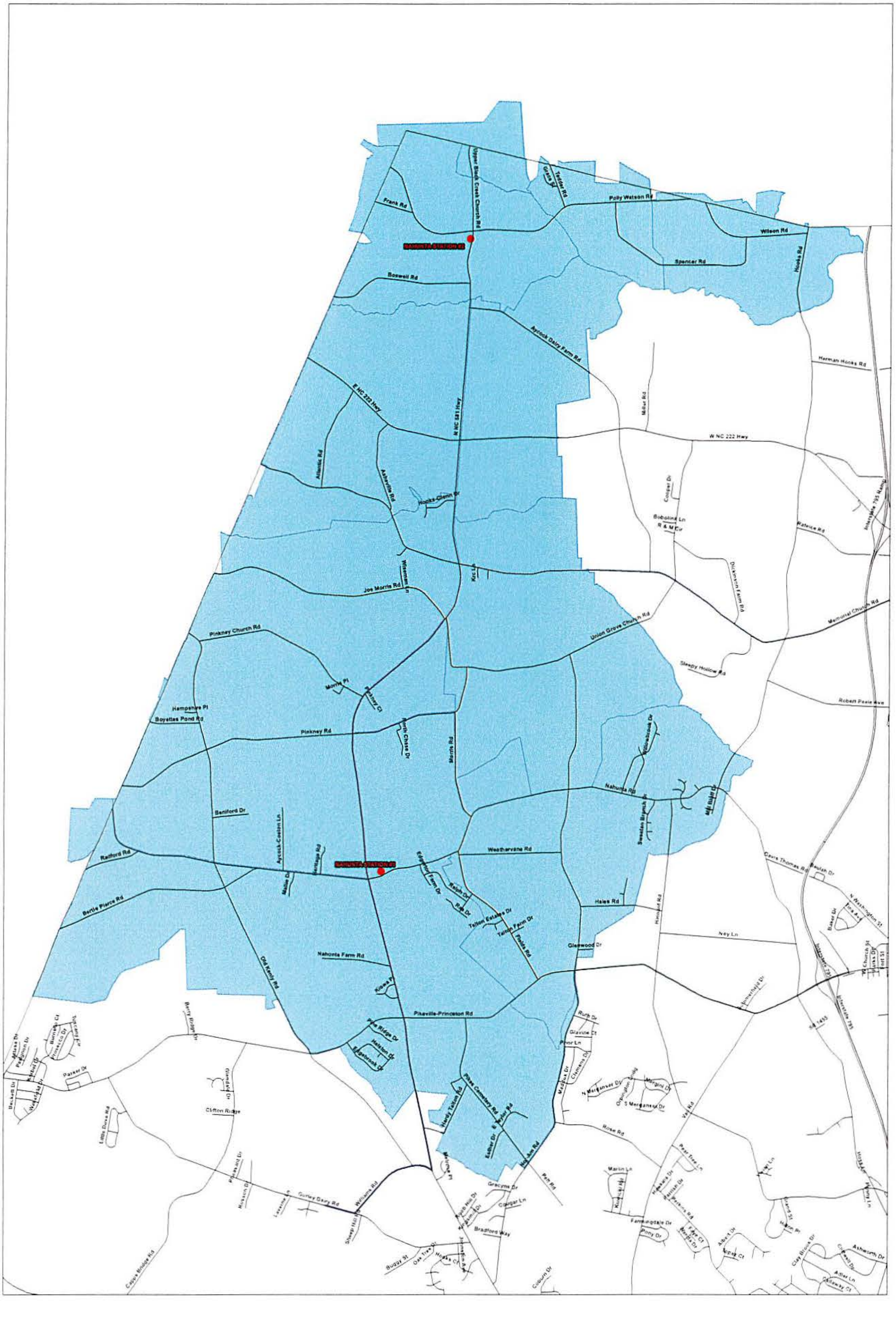
Date: August 5, 2024

The Polly Watson and Nahunta Fire Departments are in the final stages of consolidation. As part of this process the County needs to incorporate the current Polly Watson Fire Protection District into the Nahunta Fire Protection District to ensure fire protection coverage for the citizens that reside in this area.

Nahunta will provide coverage for the citizens in this area by maintaining a sub-station at the current Polly Watson fire station. The citizens will benefit from the consolidation by having the current insurance rating of Class 5 for the Nahunta Fire Protection District transferred to their properties, which could result in savings on the insurance premiums for the citizens. Nahunta will be compensated for the area covered for the remaining part of this fiscal year and each year after as approved by the county commissioners.

I recommend approval of the attached Nahunta Fire Protection District 5 Mile map as presented effective September 01, 2024. Upon approval, the State Fire Marshal's Office will be notified of the change and a 9S inspection scheduled. Once the inspection is complete, the Fire Marshal's Office will send out a notice of what date the insurance classification will apply for the properties within the district. Staff have met with Nahunta to prepare response maps to ensure uninterrupted fire and rescue services to this area.

NAHUNTA FIRE PROTECTION DISTRICT 6 MILE



MASTER CONSULTANT SERVICES AGREEMENT

THIS MASTER CONSULTANT SERVICES AGREEMENT (this "**Agreement**") is made between ("**CLIENT** "), County of Wayne, a County, of 224 E Walnut Street, Goldsboro, NC 27530 and IP DataSystems, Inc. a Maryland corporation, of 6021 University Blvd. Suite 420 Ellicott City, MD 21043 ("**Consultant**").

In consideration of the promises and mutual obligations set forth below, the parties hereto agree as follows:

1. EFFECTIVE DATE

This Agreement shall be effective as of August 9, 2024 (the "**Effective Date**") and, unless earlier terminated in accordance with Section 10, shall continue in effect until the two (2) year anniversary date of the Effective Date; provided, however, in the event there is an ongoing SOW (as defined below), this Agreement will remain in full force as it relates to such SOW (the "**Term**").

2. DUTIES OF CONSULTANT

2.1 Consultant shall provide consulting services from time to time during the Term as requested by CLIENT and accepted by Consultant pursuant to a written statement of work ("**SOW**"), a form of which is attached hereto as Attachment A, signed by both parties (the "**Services**"). Each SOW, the form of which is attached hereto as Attachment A, shall be sequentially numbered and incorporated into this Agreement by reference. Consultant shall perform the Services at such CLIENT facilities or other locations as may be required. Consultant warrants that (a) all Services shall be performed in accordance with professional standards that are customary for the industry, and (b) it is under no contractual or other obligation which conflict with its obligations under this Agreement.

2.2 Consultant shall at all times maintain good order among its employees, agents, and representatives brought upon CLIENT's premises. Consultant shall confine its employees, agents and equipment to that portion of CLIENT's premises where the Services are to be performed, and to roads and gates leading to and from such sites, and to any other area which CLIENT may designate, and shall comply with all CLIENT's vehicle, safety, and security regulations.

3. COMPLIANCE WITH LAWS

By execution of this Agreement, Consultant and CLIENT certify and promise full compliance with the provisions of all applicable laws and regulations pertaining to the performance of the Services by Consultant.

4. COMPENSATION FOR SERVICES

4.1 CLIENT agrees to pay Consultant in accordance with the budget and payment schedule set forth in the applicable SOW. Any changes to the Services (and any related compensation adjustments) must be agreed upon in writing between Consultant and CLIENT prior to commencement of such changes.

4.2 With the prior written approval of CLIENT, CLIENT shall reimburse Consultant for reasonable travel expenses incurred in performance of the Services in accordance with CLIENT's travel policy. Consultant shall attach to submitted invoices receipts and reasonably detailed explanations for approved travel expenses.

4.3 CLIENT shall not be obligated to make any payment to Consultant in excess of the total amount set forth in the applicable SOW unless and until CLIENT notifies Consultant in writing that such budget has been increased and specifies in such written notice the amount of the increase.

5. PAYMENT AND INVOICE

CLIENT agrees that all fees and expenses invoiced by Consultant in accordance with the payment schedule set forth in the applicable SOW and payable under this Agreement will be paid to Consultant within thirty (30) days of receipt of the invoice.

6. SOLICITATION OF EMPLOYEES

Unless otherwise agreed to by the parties in writing, CLIENT agrees not to hire, or to solicit the employment of, any CONSULTANT personnel, agents, contractors or consultants directly or indirectly associated with Services under any SOW during the term of such SOW and for a period of twenty-four (24) consecutive months thereafter.

7. CONFIDENTIALITY

7.1 "**Confidential Information**" shall include any and all information, data and know-how disclosed to the other party or discovered in the connection with the performance of the Services, in writing, orally, visually, electronically or as embodied in tangible materials (including without limitation writings, drawings, graphs, charts, photographs (including photographs taken by Consultant), recordings, patent applications, prototypes, samples, structures, models, compositions or compounds, facilities and equipment).

7.2 Each party shall, at all times and notwithstanding any termination or expiration of this Agreement, hold in strict confidence and not disclose Confidential Information to any third party, except as approved in writing by the other, and use the Confidential Information for no purpose other than performing the Services. Each party agrees that access to Confidential Information will be limited to those employees or other authorized representatives of each who: (a) need to know such Confidential Information in order to perform the Services; and (b) are bound by confidentiality restrictions no less stringent than those contained in this Agreement. Each party further agrees to inform such employees or authorized representatives of the confidential nature of Confidential Information and agrees to take all necessary steps to ensure that the terms of this Section 6 are not violated by them.

7.3 Consultant and CLIENT shall take all reasonable measures to protect the secrecy of and avoid unauthorized disclosure or use of any Confidential Information and shall exert at least the same degree of care as it uses to protect its own Confidential Information. Each party shall immediately notify the other in the event of any loss or unauthorized disclosure of the Confidential Information.

7.4 This Section 6 shall survive the termination or expiration of this Agreement. Upon termination or expiration of this Agreement, or upon written request of either party, all documents or other tangible materials representing or incorporating Confidential Information and all copies thereof shall be promptly returned to the original owner.

8. INDEPENDENT CONTRACTOR

Neither this Agreement nor Consultant's performance hereunder shall constitute or create an employee/employer relationship. Consultant shall act solely as an independent contractor and not as an employee or agent of CLIENT. Each party shall have sole control over its respective employees and agents. Consultant and/or its employees shall not be eligible for any benefits applicable to employees of CLIENT. Consultant's authority is limited to providing the Services and Consultant shall have no authority, without the express written consent of CLIENT, to incur any obligation or liability, or make any commitments on behalf of CLIENT.

9. INDEMNIFICATION

CLIENT hereby agrees to indemnify and hold harmless Consultant and its affiliates, officers, directors, employees, agents and representatives from and against any and all losses, costs, damages, expenses and reasonable attorney's fees incurred by Consulant as a result of any claims, of whatever kind and nature, arising from Consultant's performance under this Agreement or resulting from the acts or omissions of Consultant, its agents or employees in connection with the Services.

IPDS hereby agrees to indemnify and hold harmless Client and its affiliates, officers, directors, employees, agents and representatives from and against any and all losses, costs, damages, expenses and reasonable attorney's fees incurred by Client as a result of any claims, of whatever kind and nature, arising from Client's performance under this Agreement or resulting from the acts or omissions of Client, its agents or employees in connection with the Services.

10. INSURANCE

9.1 Consultant shall procure and maintain in effect during the term of this Agreement appropriate insurance policies underwritten by an insurer with an A.M. Best's rating of at least "A; XV." Coverage shall include contractual liability and shall meet the following minimum requirements: (a) workers compensation insurance as required by the laws of the State of Maryland or of the state in which the work is being performed and employer's liability insurance with liability limits of not less than $500,000 per claim; (b) commercial general liability insurance with combined bodily injury and property damage limit of $1,000,000 for each occurrence; and (c) professional liability and/or claims arising from errors and omissions insurance of $2,000,000 for each occurrence.

9.2 Consultant shall provide certificates of insurance evidencing such coverage upon CLIENT's request. Consultant shall provide thirty (30) days prior written notice to CLIENT of cancellation or any material change in coverage.

10. TERMINATION

CLIENT and consultant shall have the right to terminate this Agreement or any SOW at any time and for any reason upon thirty (30) days written notice. In the event that Consultant fails to perform its obligations under this Agreement, CLIENT shall have the right to terminate this Agreement or the applicable SOW with immediate effect upon Consultant's receipt of written notice. Early termination shall not relieve either party of its obligations hereunder regarding confidentiality, indemnification, and payment of services performed up to the date of termination.

11. ASSIGNMENT

This Agreement may not be assigned, in whole or in part, by Consultant or Client without written agreement from both parties.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, as if executed and fully performed within Maryland. Any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the Maryland state courts and the Federal courts located in Maryland, and the parties hereby consent to the personal and exclusive jurisdiction and venue of these courts.

13. MISCELLANEOUS

13.1 This Agreement and any SOWs issued hereunder constitute the entire understanding of the parties concerning its subject matter and supersede all prior written or oral understandings of the parties concerning its subject matter. This Agreement and any SOW may be altered or amended only in a writing signed by both parties.

13.2 In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties hereto shall be construed and enforced as if the agreement did not contain the particular provisions held to be unenforceable.

13.3 Each party acknowledges and agrees that its breach of any of the covenants contained in this Agreement could cause irreparable injury to the other party.

13.4 Neither party shall be responsible for any failure to comply with the terms of this Agreement due to causes beyond its control for the period the effects of such causes continue. These causes shall include but are not limited to: fire, storm, flood, earthquake, explosion, acts of terrorism, war, rebellion, insurrection, sabotage, epidemic or acts of God.

13.5 In the event of any conflict between the provisions of this Agreement and any SOW hereto, the terms of this Agreement shall control.

13.6 This Agreement may be signed in one or more counterparts, by facsimile or similar electronic transmission, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

IP Data Systems, Inc.	CLIENT
______________________	______________________
(Signature)	(Signature)
______________________	Chris Gurley
(Printed Name)	(Printed Name)
______________________	Chairman of the Board
(President)	(Title)
______________________	8/20/24
(Date)	(Date)

ATTACHMENT A

FORM OF STATEMENT OF WORK

This Statement of Work No. _1_ ("**SOW**") is issued on August 9, 2024, pursuant to the Master Consultant Services Agreement (the "**Agreement**") between CLIENT Company, Inc. ("**CLIENT NAME**") and IP DataSystems ("**Consultant**"). The parties agree that Consultant will perform the services indicated below in accordance with this SOW, subject to all the terms and conditions of the Agreement.

Consultant Personnel:
As specified in Wayne_MX_PowerStore_LOE

Deliverables:
As specified in Wayne_MX_PowerStore_LOE

Consultant Project Manager:
Tony Ferguson

Start date:
9/1/2024

End date:
12/31/2024

Fees:
As specified in Wayne_MX_PowerStore_LOE

Expenses: Travel expenses if applicable
The parties, by the signatures of their authorized representatives hereinafter, agree to this Statement of Work No. _1_.

Hardware & Software OMNIA Contracts: (Dell) NCPA 01-143 | (TD Synnex) R200803

IP DataSystems, Inc	CLIENT NAME COMPANY, INC.
______________________	______________________
(Signature)	(Signature)
______________________	Chris Gurley
(Joseph Cutroneo)	(Printed Name)
______________________	Chairman of the Board
(President)	(Title)
______________________	8/20/24

(Date) (Date)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
The Hilb Group of New York, LLC dba Rampart Insurance Services 1055 RXR Plaza Uniondale NY 11556	CONTACT NAME: Shirley Mashhadian PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: smashhadian@rampartinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
IP DataSystems Inc. 6021 University Blvd., Suite 4 Ellicott City MD 21043	INSURER A : Hartford Fire Insurance Co	19682
	INSURER B : Trumbull Insurance Company	27120
	INSURER C : Hartford Casualty Insurance Co	29424
	INSURER D : Hiscox Insurance Company Inc.	10200
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC OTHER:			12UUNBN6447	02/21/2024	02/21/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			12UENGB8639	02/21/2024	02/21/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			12XHUBN4564	02/21/2024	02/21/2025	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		12WEAF1T3D	02/21/2024	02/21/2025	PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Crime/ET/Forg			UC24375702.23	02/10/2024	02/10/2025		$3 mill 15K ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to policy terms, conditions, limits and exclusions.
E&O + Cyber:
Policy #: TEO-3013556-00
Policy Term: 2/21/24-25
$1,000,000 - Ea. Occurr
$1,000,000 - Aggregate

CERTIFICATE HOLDER	CANCELLATION
Evidence of coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this "*Addendum*") is entered into by and between Contractor IP DataSystems, Inc., a Maryland corporation ("*Contractor*"), and County of Wayne, a County ("*County*"), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, County has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund ("*State Fiscal Recovery Fund*") or Coronavirus Local Fiscal Recovery Fund ("*Local Fiscal Recovery Fund*" and, together with the State Fiscal Recovery Fund, the "*Fiscal Recovery Funds*") established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("*ARPA*"); and

WHEREAS, County intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, County must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as the U.S. Department of the Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "*Regulatory Requirements*"); and

WHEREAS, pursuant to the Regulatory Requirements, County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, County must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, County shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor's agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and County do mutually agree as follows:

AGREEMENTS

I. ***Definitions***. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.

a) "*ARPA*" shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.

b) "*Administering Agency*" shall have the meaning specified in 41 C.F.R. § 60-1.3.

c) "*Applicant*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.").

d) "*Construction Work*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.").

e) "*Contract*" shall mean the legal instrument by which County, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a Federal award, and of which this Addendum shall constitute an integral part.

f) "*Contractor*" shall mean the entity named as "Contractor" in this Addendum that has received a Contract from County.

g) "*Federally Assisted Construction Contract*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work..").

h) "*Government*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he government of the United States of America.").

i) "*Laborer*" or "*Mechanic*" shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference ("The term laborer or mechanic includes at least those workers duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.").

j) "*Recipient*" shall mean an entity that receives a Federal award directly from a Federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.

k) "*Subcontract*" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

l) "*Subcontractor*" shall mean an entity that receives a Subcontract.

m) "*Subrecipient*" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

n) "*Tier*" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

II. *Termination*

a) *For Convenience.* In addition to all of the other rights that County may have to cancel this Agreement, County shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time by providing thirty (30) days written notice to Contractor. If the Contract is terminated by County in accordance with this Paragraph, Contractor will be paid for Services provided up through the date of termination at the rates provided herein.

b) *For Cause.* County may terminate this Contract, in whole or in part, upon for failure of the Contractor to perform any of the provisions hereof upon seven (7) days written notice. In addition to any other remedies available to Wayne County in law or equity in connection with an uncured breach of the Contract by Contractor, County may procure upon such terms as County shall deem appropriate, services substantially similar to those so terminated, in which case Contractor shall be liable to County for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

III. *Equal Employment Opportunity*

a) If this Contract is a Federally Assisted Construction Contract exceeding $10,000, during the performance of this Contract, Contractor agrees as follows:

   i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

iv. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. Contractor will include the portion of the sentence immediately preceding paragraph (a)(i) of this <u>Section II</u> and the provisions of paragraphs (a)(i) through (a)(viii) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

ix. County agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

x. The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b) If this Contract is not a Federally Assisted Construction Contract exceeding $10,000, the provisions of Section I(a) of this Contract shall not apply.

IV. *Copeland "Anti-Kickback" Act*

a) Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. County shall report all suspected or reported violations to the U.S. Department of the Treasury.

V. ***Contract Work Hours and Safety Standards Act***

a) *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section [IV(a)] (*Overtime Requirements*) above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section [IV(a)] (*Overtime Requirements*) above, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section [IV(a)] (*Overtime Requirements*) above.

c) *Withholding for Unpaid Wages and Liquidated Damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section [IV(b)] (*Violation; Liability for Unpaid Wages; Liquidated Damages*) of this section.

d) *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV(a) through IV(d) and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. Contractor shall be responsible for compliance by any first tier Subcontractor or lower tier Subcontractor with the clauses set forth in Sections IV(a) through IV(d).

e) *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the U.S. Department of Labor, and Contractor or

Subcontractor will permit such representatives to interview employees during working hours on the job.

f) *Exceptions*. None of the requirements of Section [IV] of this Addendum shall apply if this Contract is (1) a Contract for (i) transportation by land, air, or water; (ii) the transmission of intelligence, (iii) the purchase of supplies or materials or articles ordinarily available in the open market, or (iv) in an amount that is equal to or less than $100,000.

VI. ***Rights to Inventions Made Under a Contract or Agreement***

a) The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government Purposes", any subject data or copyright described below. "Government Purposes," means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its Federal license to any other party.

   i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

   ii. Any rights of copyright purchased by Contractor using Federal assistance funded in whole or in part by the Department of the Treasury.

b) Unless the Department of the Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit the Department of the Treasury to make available to the public, either the Department of the Treasury's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

c) Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Contractor.

d) Nothing contained in this clause shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

e) Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work. The Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

f) For the purposes of this Section V, "subject data" means "recorded information, whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contact." Examples of 'subject data' include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

VII. *Clean Air Act and Federal Water Pollution Control Act*

a) *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.

b) *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.

VIII. *Debarment and Suspension*

a) Due to its receipt of Fiscal Recovery Funds, County is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to $25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)), (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)), or (3) this Contract is for federally-required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).

b) **If this Contract is a covered transaction as set forth in Section [VII(a)] above, Contractor hereby certifies as of the date hereof that each of Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935)**

and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) County shall not make any payments of Federal financial assistance to Contractor, and (3) County shall have no obligations to Contractor under this Contract.

c) Contractor must comply with 2 C.F.R. Part 180, Subpart C, and 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into. This certification is a material representation of fact relied upon by County.

d) If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

IX. *Byrd Anti-Lobbying Amendment*

a) Contractor certifies to County, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. Such disclosures (to be set forth on Standard Form-LLL contained in 31 C.F.R. Part 21, Appendix B), shall be forwarded from Tier to Tier up to the County who will in turn forward the certification(s) to the U.S. Department of the Treasury. Contractor shall cause the language of this Section [VII(a)] to be included in all Subcontracts. This certification is a material representation of fact upon which County has relied when entering into this Contract and all liability arising from an erroneous representation shall be borne solely by Contractor.

b) **Contractors that bid or apply for a contract exceeding $100,000 (including this Contract, if applicable) also must file with County the Certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.**

c) **Contractor also shall cause any Subcontractors with a Subcontract (at any Tier) exceeding $100,000 to file with their Tier above it the Certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.**

X. *Procurement of Recovered Materials*

a) Section IX(b) shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds $10,000, or (2) the total value of such designated items acquired during the County's preceding fiscal year exceeded $10,000.

b) In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meeting Contract performance requirements; or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

XI. ***Prohibition on Contracting for Covered Telecommunications Equipment or Services***

a) *Definitions*. Unless otherwise defined in this Contract, capitalized terms used in this Section IX shall have the meanings ascribed thereto in this Section X(a):

i. "*Backhaul*" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones / towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

ii. "*Covered Foreign Country*" means the People's Republic of China.

iii. "*Covered Telecommunications Equipment or Services*" means: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

iv. "*Critical Technology*" means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled (i) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) for reasons relating to regional stability or surreptitious listening; (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

v. "*Interconnection Arrangements*" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

vi. "*Roaming*" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

vii. "*Substantial or Essential Component*" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

viii. "*Telecommunications Equipment or Services*" means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

b) *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a Federal government to:

1. Procure or obtain any equipment, system, or services that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

3. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system; or

4. Provide, as part of its performance of this Contract, any Subcontract, or any other contractual instrument, any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

c) *Exceptions.*

i. This clause does not prohibit Contractor or Subcontractors from providing—

1. A service that connects to the facilities of a third-party, such as Backhaul, Roaming or Interconnection Agreements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment that:

a. Are not used as a Substantial or Essential Component of any system; and

b. Are not used as Critical Technology of any system.

2. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

d) *Reporting Requirement*

i. In the event Contractor identifies covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Contract performance, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in paragraph [(d)(2)] of this clause to County, unless elsewhere in this Contract are established procedures for reporting the information.

ii. Contractor shall report the following information to County pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) *Subcontractor*. Contractor shall cause to be inserted the substance of this Section X, including this paragraph (e), in all Subcontracts and other contractual instruments relating to the performance of this Contract.

XII. *Domestic Preferences for Procurements*

a) As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

b) For purposes of this Section XI, the following terms shall mean:

i. "*Produced in the United States*" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.

ii. "*Manufactured Products*" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XIII. *Solicitation of Minority and Women-Owned Business Enterprises*

a) If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

b) For the purposes of Section XII(a), an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under N.C. Gen. Stat. §143-128.4(a), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

XIV. ***Access to Records***

a) Contractor agrees to provide County, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any of their authorized representatives access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigation. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b) Contractor agrees to retain all records covered by this Section XIII through December 31, 2031.

XV. ***Conflicts of Interest; Gifts & Favors***

a) Contractor understands that (1) County will use Fiscal Recovery Funds to pay for the cost of this Contract, and (2) the expenditure of Fiscal Recovery Funds is governed by the [*Conflict of Interest Policy*] of the County, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C. Gen. Stat. § 14-234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

b) Contractor certifies to County that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of County involved in the selection, award, or administration of this Contract (each, a "*Covered Individual*"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization (including Contractor) which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to County in writing.

c) Contractor certifies to County that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of County. Should Contractor obtain knowledge of the provision, or offer of the provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to County in writing.

XVI. ***Assurances of Compliance with Title VI of the Civil Rights Act of 1964***

a) Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

XVII. ***Other Non-Discrimination Statutes***. Contractor acknowledges that County is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below, and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:

a) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

c) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto

XVIII. ***Miscellaneous***

a) ***Increasing Seat Belt Use in the United States***. Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), County encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

b) ***Reducing Text Messaging While Driving.*** Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), County encourages Contractor to adopt and enforce policies that ban text messaging while driving.

XIX. ***Conflicts and Interpretation.*** To the extent that any portion of this Addendum conflicts with any term or condition of the Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

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ATTACHMENT 1
TO
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, IP DataSystems, Inc. a Maryland corporation, of 6021 University Blvd. Suite 420 Ellicott City, MD 21043, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:
Tom Murphy
8C3E8CFF0AE5415...

Signature of Contractor's Authorized Official

Tom Murphy President & COO

Name and Title of Contractor's Authorized Official

8/9/2024

Date

DocuSign

Certificate Of Completion

Envelope Id: 79A75E743AC04E1DA4929560CDC9C13F — Status: Completed

Subject: Here is your signed document: ARPA Contract Addendum_IPDS_County_of_Wayne_August_2024.docx

Source Envelope:

Document Pages: 17	Signatures: 1	Envelope Originator:
Certificate Pages: 2	Initials: 0	Tom Murphy
AutoNav: Enabled		6021 University Blvd
EnvelopeId Stamping: Enabled		Suite 420
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Ellicott City, MD 21043
		tom.murphy@ipdatasystems.com
		IP Address: 75.194.246.193

Record Tracking

Status: Original 8/9/2024 11:14:34 AM	Holder: Tom Murphy tom.murphy@ipdatasystems.com	Location: DocuSign

Signer Events	Signature	Timestamp
Tom Murphy tom.murphy@ipdatasystems.com President & COO IP DataSystems Security Level: Email, Account Authentication (None)	DocuSigned by: Tom Murphy 8C3E8CFF0AE5415... Signature Adoption: Pre-selected Style Using IP Address: 75.194.246.193	Sent: 8/9/2024 11:14:54 AM Viewed: 8/9/2024 11:15:02 AM Signed: 8/9/2024 11:16:39 AM Freeform Signing

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Brian O'Mailey brian.omailey@ipdatasystems.com Business Development Security Level: Email, Account Authentication (None)	COPIED	Sent: 8/9/2024 11:16:40 AM Viewed: 8/9/2024 11:18:05 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/9/2024 11:14:54 AM
Certified Delivered	Security Checked	8/9/2024 11:15:02 AM
Signing Complete	Security Checked	8/9/2024 11:16:39 AM
Completed	Security Checked	8/9/2024 11:16:40 AM

Payment Events	Status	Timestamps

Attachment H

WAYNE COUNTY RFP FOR FIBER - Jail - DSS/Health 2024			
	DSS-HEALTH	JAIL	TOTAL PROJECT COSTS
River City	$ 10,803.20	$ 12,906.76	$ 23,709.96
TRC Construction	$ 12,412.50	$ 16,721.49	$ 29,133.99
Performance Cabling	$ 14,232.60	$ 16,872.07	$ 31,104.67

Bids opened at 2 PM Monday August 19, 2024

Most Reponsive Responsible Bid

PUBLIC NOTICE

LEASE OF COUNTY PROPERTY

The Wayne County Board of Commissioners intends to lease a County-owned hangar at the Wayne County Jetport identified as Corporate Hangar Number Two to the University of North Carolina Hospitals at Chapel Hill. The term of the lease will be for five years. In consideration of the lease, the University of North Carolina Hospitals at Chapel Hill will pay an annual rent of $36,000 and commit to register no less than $4,000,000 in taxable property in Wayne County.

All persons interested in this lease are invited to attend the meeting of the Wayne County Board of Commissioners to be held on Tuesday, August 20, 2024 at 9:00 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, 224 E. Walnut St., Goldsboro, NC. At that time the board intends to authorize the lease of the property described above.

Carol Bowden
Clerk to the Board
Run Date: July 18, 2024

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

LEASE

THIS Lease made and entered into as of the 20TH day of AUGUST, 2024 by County of Wayne a body politic and corporate organized under the laws of the State of North Carolina, hereinafter referred to as "Lessor", and University of North Carolina Hospitals at Chapel Hill, hereinafter called "Lessee".

WITNESSETH:

That in consideration of the mutual covenants and agreements hereinafter set out, the Lessor does hereby demise and lease unto the Lessee, and the Lessee does hereby accept as the tenant of the Lessor, upon the terms and conditions hereinafter set out, the following demised real property situated in Wayne County, North Carolina, located on the Wayne Executive Jetport known as "Corporate Hangar No. 2," being approximately 90 feet by 120 feet, together with the non-exclusive right of ingress, egress and parking over the surrounding common areas.

1. GRANT; PREMISES. Lease premises shall include the property described in the map attached hereto and incorporated herein by reference as Exhibit A. Tenant shall have access to all common areas of the Wayne County Execute Jetport as well as the one existing modular unit and the future modular unit described in Section 11 below adjoining the hangar for the use of sleeping quarters.

2. TERM. The term of the lease shall begin on October 1, 2024 and shall end on October 1, 2029 ("termination date"). The Lessee agrees that, except as expressly set forth herein, it shall take no actions to terminate the lease prior to the termination date, and if it is not occupying said hangar, it shall continue to make the monthly payments unless a sublessee is making such payments set out herein.

3. RENT. The Lessee shall pay the Lessor as rent for the demised property, the sum of $3,000 (Three Thousand and 00/100 Dollars) per month beginning October 1, 2024. Upon completion of the alterations identified in Section 11(b), the monthly rent shall increase to $5,000 (Five Thousand and 00/100 Dollars). The payment shall be made to the Wayne County Finance Office whose address is P.O. Box 227, Goldsboro, NC 27533-0227. The rent shall be due and payable the 15th day of the month or the first business day after the 15th day of the month. Any rent not received by the 15th day of the month shall be subject to a late fee of $50.00. Rent for any partial month will be prorated.

4. TAXES. The Lessee shall pay all privilege and license taxes, if any, and all applicable ad valorem taxes on its contents, the equipment, motor vehicles, and aircraft located in the demised property. Lessor will pay all ad valorem taxes on the leased premises at its sole cost and expense. While the lease is in effect, Lessee agrees to register no less than $4,000,000 (Four Million and 00/100 Dollars) worth of aircraft in Wayne County. If Lessee fails to register at least $4,000,000 in equipment, Lessor may terminate the lease upon 30 days' notice.

5. USE OF DEMISED PROPERTY. Lessee shall use the demised property for a hangar for its aircraft, for a garage for its ambulances, for offices, and for sleeping quarters as needed. Lessee shall comply with all laws and ordinances applicable to Lessee's use of the premises, and rules and regulations of the Wayne Executive Jetport, Lessee shall not do any act or follow any practice in or about the demised property which shall constitute a nuisance. Without limiting the generality of the foregoing, Lessee shall make such arrangements for the storage and disposition of all garbage and refuse as may be reasonably required by Lessor from time to time, and at the Lessee's expense, Lessee shall ensure that, at all times, the demised property be kept in a neat and orderly condition.

6. LESSOR'S COVENANT TO MAINTAIN. Lessor will, at its own expense, keep and maintain in good order and repair during the full term of this Lease, the common areas (including snow and ice removal), and all parts of the leased premises (including without limitation, the hangar, sleeping quarters and office within, the roof and all exterior portions of the hangar, and all mechanical systems); provided, however, the Lessor will not be responsible for, or required to make, and Lessee will make, any repairs to the extent occasioned or necessitated by the negligence of Lessee, its agents, employees or invitees.

7. LESSEE'S COVENANT TO COMPLY. The Lessee agrees to abide by the Rules and Regulations of the Wayne Executive Jetport in its operations of Lessee's maintenance and repair business and comply with all FAA guidelines and policies regarding aircraft maintenance and repair.

8. INSURANCE.

    a. Lessor will insure the leased premises at full replacement value, at Lessor's sole cost and expense.

    b. In accordance with North Carolina General Statutes applicable to the administration of the North Carolina State Property Fire Insurance Fund, Lessee will insure Lessee's personal property located in the leased premises in an amount not less than the full replacement cost. With respect to Lessee's liability, Lessee is an immune sovereign and is not ordinarily subject to suit. The General Assembly of the State of North Carolina, however, has enacted the North Carolina Tort Claims Act (the "Act"), pursuant to which Lessee may be liable for claims within the Act's coverage. Notwithstanding the foregoing, during the term of the Lease, Lessee additionally will maintain a commercial general liability insurance policy (either purchased from a reputable insurance carrier licensed to do business in North Carolina or via self-insurance) in coverage amounts of $1,000,000 per occurrence and $2,000,000 in the aggregate. No provision of this Lease will be construed as constituting a waiver of Lessee's sovereign immunity or Lessee's immunity under the Eleventh Amendment of the Constitution of the United States.

9. SURRENDER OF PROPERTY. The Lessee covenants and agrees to surrender the premises at the end of the term in as good order and condition as they were when received

by it, excepting only ordinary wear and tear, the initial improvements, approved alterations, and casualty.

10. SIGNS. Lessee may install on the demised property only such signs as may be approved by Lessor, which approval shall not be unreasonably withheld.

11. ALTERATIONS.

   a. Lessee shall have the right to make alterations, additions, or improvements to the demised property during the term of this lease, provided that Lessor approves any such alterations, and Lessee may (but is not required to) remove said alterations, additions or improvements at the end of the term, provided the removal thereof shall not damage the demised property. The Lessor shall make the determination as to whether such removal shall or has damaged the demised property.

   b. Lessor promptly will, in consultation with the Lessee and at Lessor's cost and expense, make initial modifications to accommodate Lessee's air ambulance service (including sleeping quarters, offices, and a break room/lounge area), as more particularly set forth on Exhibit A (the "Upfit"). The Upfit will be completed in accordance with the agreed-upon plans and specifications, in a good and workmanlike manner, and in compliance with applicable laws, regulations, and codes. "Substantial Completion" of the Upfit means that each of the following has occurred: (i) the Upfit has been completed to Lessee's reasonable satisfaction (subject to an agreed-upon punch list, which items Lessor will resolve within 30 days thereafter) and (ii) Lessee has received a copy of the permanent certificate of occupancy.

12. LESSOR'S ENTRY.

   a. Lessor shall have the right to enter upon the demised property at reasonable times during the term of this Lease for the purpose of inspection, maintenance, repair and alteration and to show the same to prospective tenants or purchasers. In the absence of an emergency, Lessor shall notify the Lessee at least 24 hours in advance when the Lessor or its agents or employees desire to enter the property and the Lessee shall have the right to accompany said persons during said time.

   b. Lessor acknowledges that certain information, records and data maintained within the premises are confidential. Accordingly, to the extent that Lessor or its employees, agents and contractors, through entry to the premises or otherwise, gains access to such information, records or data, Lessor and its employees, agents and contractors shall maintain the confidentiality of same in accordance with applicable law, including the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91) and the regulations issues in connection therewith (collectively, "HIPAA"). Lessor's obligations under this Section will survive the expiration or earlier termination of this Lease.

13. ASSIGNMENT AND SUBLEASE. Lessee may not assign this Lease or sublet the demised premises or any portion thereof without the prior written consent of Lessor, which shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee does not need Lessor's consent in connection with an assignment or sublease to (or occupancy by) any entity that is an affiliate or other component of the UNC Health Care System, including, without limitation, Rex Hospital, Inc. and Rex Critical Care Transport.

14. DEFAULT.

a. If Lessee shall continue in default in the payment of any rental or other sum of money becoming due hereunder for a period of ten (I 0) days after notice of such default has been given to Lessee, or if Lessee shall default in the performance of any other covenant of this Lease and does not remedy such default within thirty (30) days after written notice thereof or does not within such thirty (30) days commence such act or acts as shall be necessary to remedy such default or shall become insolvent or be adjudicated bankrupt, or file or have filed against it a petition for the appointment of a receiver or trustee for all or substantially all of the assets of Lessee and such appointment shall not be vacated or set aside within twenty (20) days, then in any such event Lessor shall have the right and option to terminate this Lease and shall have the immediate right of reentry to remove all persons and property from the demised property and store such property, all pursuant to summary ejectment proceedings and without being deemed guilty of trespass.

b. If Lessor shall (i) fail to perform any of the covenants or conditions of this Lease, or (ii) if any of its representations and warranties in this Lease shall prove to be materially untrue (individually or collectively, a "default"), then, if Lessor does not cure any such default within thirty (30) days after written notice shall have been given to Lessor (or such longer period as may be necessary to cure such default so long as Lessor initiates such cure within said thirty (30) day period and diligently pursues the same to completion), unless such default in the reasonable opinion of Lessee constitutes an emergency, in which event Lessor shall have only a reasonable period of time to cure such default, then Lessee may at its option, in addition to any other remedies available to Lessee at law or equity, incur any expense necessary to perform such obligation of Lessor and deduct such expense from the rent first coming due under this Lease together with interest thereon at the legal rate from the date of such expense until paid.

15. REMEDIES. CUMULATIVE - NONWAIVER. No remedy herein or otherwise conferred upon or reserved to Lessor or Lessee shall be considered exclusive of any other remedy, but the same shall be distinct, separate and cumulative and shall be in addition to every other remedy given hereunder, or now or thereafter existing at law or in equity or by status; and every power and remedy given by this Lease to Lessor or Lessee may be exercised from time to time as often as necessary for Lessor or Lessee to exercise any right or power arising from any default on the part of the other and such action shall not impair any such

right or power, nor shall such action be construed to be a waiver of such default or an acquiescence thereto.

16. NOTICES. Any notice allowed or required by this Lease will be deemed to have been sufficiently served if the same shall be in writing and either (i) hand delivered, or (ii) delivered by a nationally recognized overnight courier, or (iii) received by certified mail, return receipt requested, in each case addressed to the appropriate party at the address set forth below:

Lessor: County of Wayne
Attn: Chip Crumpler, County Manager
224 East Walnut Street
Goldsboro, NC 27530

With a copy to:

County of Wayne
Attn: Angie Boswell, Finance Director
224 East Walnut Street
Goldsboro, NC 27530

Lessee: University of North Carolina Hospitals at Chapel Hill
Attn: Vice President, Real Estate & Facilities
500 Eastowne Drive, 5-2-00 I
Chapel Hill, NC 27514

With a copy to:

University of North Carolina Health Care System
101 Manning Drive, CB# 7600
Legal Department
2nd Floor, Med Wing E
Chapel Hill, NC 27514

The addresses of Lessor and Lessee and the party, if any, to whose attention a notice or copy of same shall be directed may be changed or added from time to time by either party giving notice to the other in the prescribed manner.

17. HOLDING OVER. If Lessee remains in possession of the demised property or any part thereof after the expiration of the term of this Lease with Lessor's acquiescence and without any written agreement of the parties, Lessee shall be only a tenant at will, and there shall be no renewal of this Lease or exercise of an option by operation of law.

18. WARRANTY. Lessor covenants and represents that it is the owner of the demised property and that Lessee shall peacefully and quietly hold and enjoy the demised property for the

full term hereof so long as it does not default in the performance of any of its covenants hereunder beyond any applicable notice and cure period.

19. NATURE AND EXTENT OF AGREEMENT. This instrument contains the complete agreement of the parties regarding the terms and conditions of the Lease of the demised property, and there are no oral or written conditions, terms, understandings or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of Lessor and Lessee between the parties hereto and shall not impose upon either party hereto any obligations or restrictions not herein expressly set forth.

20. TERMINATION OF EXISTING LEASE. This Lease supersedes and terminates the existing Lease agreement between the parties dated October 17, 2016 which was modified on May 1, 2019.

21. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one instrument.

22. E-VERIFY. Lessee hereby certifies that it is a state agency and, as such, is not an "employer" within the meaning of NCGS 64-25(4). Lessor hereby certifies that it is a county of the State of North Carolina and, as such, is not an "employer" within the meaning of NCGS NCGS 64-25(4).

23. IRAN DIVESTMENT ACT CERTIFICATION. Lessee hereby certifies that it is a state agency and, as such, is not a "person" within the meaning of NCGS 147-86.57(6). Lessor hereby certifies that it is a governmental entity and political subdivision of the State of North Carolina and, as such, is not a "person" within the meaning of NCGS 147-86.57(6). As a result, neither party is required to deliver the certification it would otherwise be required to deliver to the other in accordance with the Iran Divestment Act of2015 (NCGS 147-86.55, et seq.).

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY OF WAYNE

BY: ______________________________ (SEAL)
Chris Gurley, Chairman
Wayne County Board of Commissioners

ATTEST:
Carol Bowden
Carol Bowden
Clerk to the Board of Commissioners

NORTH CAROLINA
COUNTY OF WAYNE

I, Kayla Whitley, Notary Public of Wayne County, do hereby certify that Carol Bowden personally appeared before me this day and acknowledged that she is Clerk to the Board of the Commissioners of the COUNTY OF WAYNE, a body politic and corporate, and that by authority duly given and as the act of the County of Wayne, the foregoing instrument was signed in its name by its Chairman, Chris Gurley, sealed with its seal and attested by herself as its Clerk.

Witness my hand and official seal, this the 20th day of August, 2024.

Kayla Whitley

NOTARY PUBLIC
My commission expires: March 24, 2029

This instrument has been preaudited as required by the Local Government Budget and Fiscal Control Act

Angie Boswell, Finance Director

UNIVERSITY OF NORTH CAROLINA
HOSPITALS AT CHAPEL HILL

BY: ______________________________

NAME: ______________________________

TITLE: ______________________________

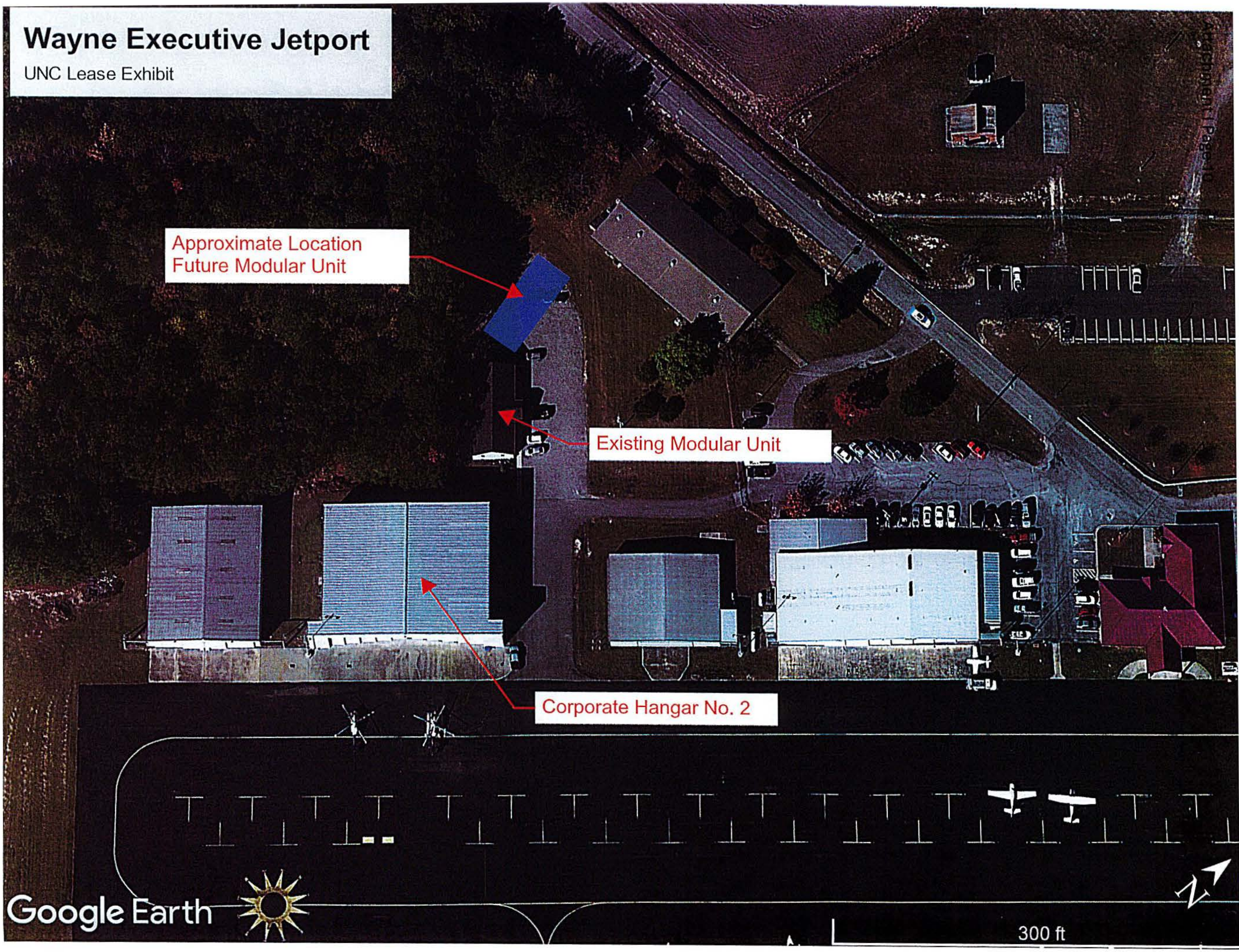
NORTH CAROLINA
COUNTY OF WAYNE

I, ___________________________, Notary Public of __________ County, do hereby certify that ______________________ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of __________________, 2024.

____

NOTARY PUBLIC
My commission expires: ______________________


Wayne Executive Jetport
UNC Lease Exhibit
Approximate Location
Future Modular Unit
Existing Modular Unit
Corporate Hangar No. 2
Google Earth
300 ft

Journal Proof Report

Journal Number: 463 Year: 2025 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104920-559100	Capital Outlay-Road & Pavement			$278148.43	
BUA	1104920-599000	Contingency				$160020.00
BUA	1104200-599000	Contingency				$118128.43
			Journal 2025/2/463	Total	$278148.43	$278148.43

Journal Proof Report

Journal Number: 465 Year: 2025 Period: 2 Description: Finance Reference 1: 52 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-569305	Civil Writs Payments & Fees			$300000.00	
BUA	1104310-332000	Civil Writs & Fees				$300000.00
			Journal 2025/2/465	Total	$300000.00	$300000.00

Journal Proof Report

Journal Number: 466 Year: 2025 Period: 2 Description: SOA Reference 1: 55 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1165610-549700	Direct Service Allocations				$5000.00
BUA	1165610-523100	Program Supplies				$872.00
BUA	1165610-335000	Grant Revenues			$5872.00	
			Journal 2025/2/466	Total	$5872.00	$5872.00

Journal Proof Report

Journal Number: 2577 Year: 2024 Period: 12 Description: Finance Reference 1: 632 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	4855912-598000	Transfers to Other Funds	Fremont elementary		$16928614.58	
BUA	1109840-398400	Transfers from Other Funds-CPF	Fremont elementary			$16928614.58
BUA	1100000-399100	Fund Balance Appropriated	Fremont elementary		$16928614.58	
BUA	4855912-399100	Fund Balance Appropriated	Fremont elementary			$16928614.58
			Journal 2024/12/2577	Total	$33857229.16	$33857229.16

Journal Proof Report

Journal Number: 2581 Year: 2024 Period: 12 Description: Finance Reference 1: 619 Reference 2: Reference 3:

Source	Account / Formatted Project String	Account Description	Line Description	OB	Debit	Credit
BUA	2334340-549700	Direct Service Allocations			$18858.48	
	E-FD -ARFD -Other -DirServ					
BUA	2334340-545510	Vehicle Tax Dr/Cr Card Chg Fee				$14061.52
	E-FD -ARFD -Vehicle -CC Fee					
BUA	2334340-549700	Direct Service Allocations			$16348.67	
	E-FD -BEFD -Other -DirServ					
BUA	2334340-549700	Direct Service Allocations			$11013.96	
	E-FD -DUFD -Other -DirServ					
BUA	2334340-549700	Direct Service Allocations			$18197.30	
	E-FD -ELFD -Other -DirServ					
BUA	2334340-549700	Direct Service Allocations			$5194.52	
	E-FD -GRFD -Other -DirServ					
BUA	2334340-549700	Direct Service Allocations			$4042.26	
	E-FD -ISFD -Other -DirServ					
BUA	2334340-549700	Direct Service Allocations			$3304.84	
	E-FD -JCFD -Other -DirServ					
BUA	2334340-549700	Direct Service Allocations			$8151.79	
	E-FD -LRFD -Other -DirServ					
BUA	2334340-549700	Direct Service Allocations			$308.47	
	E-FD -MHFD -Other -DirServ					
BUA	2334340-549700	Direct Service Allocations			$7243.19	
	E-FD -NAFD -Other -DirServ					
BUA	2334340-549700	Direct Service Allocations			$22.17	

	E-FD -NHFD -Other -DirServ			
BUA	2334340-545500	VD451Veh Tax $1.69 Trans Chg		$12.82
	E-FD -NHFD -Vehicle -Admin Fee			
BUA	2334340-545510	Vehicle Tax Dr/Cr Card Chg Fee		$8.98
	E-FD -NHFD -Vehicle -CC Fee			
BUA	2334340-549700	Direct Service Allocations	$8028.20	
	E-FD -NHWF -Other -DirServ			
BUA	2334340-549700	Direct Service Allocations	$5277.58	
	E-FD -NEWF -Other -DirServ			
BUA	2334340-549700	Direct Service Allocations	$4138.84	
	E-FD -NWFD -Other -DirServ			
BUA	2334340-549700	Direct Service Allocations	$7102.12	
	E-FD -OAFD -Other -DirServ			
BUA	2334340-549700	Direct Service Allocations	$8528.73	
	E-FD -PAFD -Other -DirServ			
BUA	2334340-549700	Direct Service Allocations	$9738.60	
	E-FD -PGFD -Other -DirServ			
BUA	2334340-549700	Direct Service Allocations	$744.11	
	E-FD -PWFD -Other -DirServ			
BUA	2334340-549700	Direct Service Allocations	$4441.46	
	E-FD -ROFD -Other -DirServ			
BUA	2334340-545510	Vehicle Tax Dr/Cr Card Chg Fee	$27.32	
	E-FD -SAFD -Vehicle -CC Fee			
BUA	2334340-549700	Direct Service Allocations	$11024.42	
	E-FD -SAFD -Other -DirServ			

Journal Number: 2581 Year: 2024 Period: 12 Description: Finance Reference 1: 619 Reference 2: Reference 3:

BUA	2334340-549700	Direct Service Allocations	$508.61	
	E-FD -SSFD -Other -DirServ			
BUA	2334340-545500	VD451Veh Tax $1.69 Trans Chg	$4.79	
	E-FD -SCFD -Vehicle -Admin Fee			
BUA	2334340-545510	Vehicle Tax Dr/Cr Card Chg Fee	$9.46	
	E-FD -SCFD -Vehicle -CC Fee			
BUA	2334340-549700	Direct Service Allocations	$3874.26	
	E-FD -SCFD -Other -DirServ			
BUA	2334340-549700	Direct Service Allocations	$4529.12	
	E-FD -THFD -Other -DirServ			
BUA	2334340-549700	Direct Service Allocations	$5473.53	
	E-FD -WAFD -Other -DirServ			
BUA	2334340-323000	Sales Tax-Fire Departments		$4796.96
	F-FD -ARFD -Sales Tax -			
BUA	2334340-323000	Sales Tax-Fire Departments		$16348.67
	F-FD -BEFD -Sales Tax -			
BUA	2334340-323000	Sales Tax-Fire Departments		$11013.96
	F-FD -DUFD -Sales Tax -			
BUA	2334340-323000	Sales Tax-Fire Departments		$18197.30
	F-FD -ELFD -Sales Tax -			
BUA	2334340-323000	Sales Tax-Fire Departments		$5194.52
	F-FD -GRFD -Sales Tax -			
BUA	2334340-323000	Sales Tax-Fire Departments		$4042.26
	F-FD -ISFD -Sales Tax -			
BUA	2334340-323000	Sales Tax-Fire Departments		$3304.84

	F-FD -JCFD -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$8151.79
	F-FD -LRFD -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$308.47
	F-FD -MHFD -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$7243.19
	F-FD -NAFD -Sales Tax -		
BUA	2334340-311010	Delinquent Vehicle Taxes	$0.37
	F-FD -NHFD -Vehicle -PY Taxes		
BUA	2334340-323000	Sales Tax-Fire Departments	$8028.20
	F-FD -NHWF -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$5277.58
	F-FD -NEWF -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$4138.84
	F-FD -NWFD -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$7102.12
	F-FD -OAFD -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$8528.73
	F-FD -PAFD -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$9738.60
	F-FD -PGFD -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$744.11
	F-FD -PWFD -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$4441.46
	F-FD -ROFD -Sales Tax -		

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Journal Number: 2581 Year: 2024 Period: 12 Description: Finance Reference 1: 619 Reference 2: Reference 3:

BUA	2334340-323000	Sales Tax-Fire Departments	$11051.74
	F-FD -SAFD -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$508.61
	F-FD -SSFD -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$3888.51
	F-FD -SCFD -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$4529.12
	F-FD -THFD -Sales Tax -		
BUA	2334340-323000	Sales Tax-Fire Departments	$5473.53
	F-FD -WAFD -Sales Tax -		

Journal 2024/12/2581	Total	$166136.80	$166136.80

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Journal Number: 536 Year: 2025 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account Formatted Project String	Account Description	Line Description	OB	Debit	Credit
BUA	4688100-558000	Capital Out-Bldg Struct & Impr				$13553.08
BUA	4688100-558000	Capital Out-Bldg Struct & Impr			$13553.08	
	E-C220001 -DSS/Health-IT -					
			Journal 2025/2/536	Total	$13553.08	$13553.08

Journal Proof Report

Journal Number: 37 Year: 2025 Period: 3 Description: Finance Reference 1: 64 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-526100-SzPrp	Office Supplies-NonCaptl FF&E			$8491.01	
BUA	1104310-551000-SzPrp	Capital Outlay-Equipment			$16840.56	
BUA	1104310-526100-CtlSb	Office Supplies-NonCaptl FF&E			$68836.70	
BUA	1104310-554000-CtlSb	Capital Outlay-Vehicles			$19549.00	
BUA	1104310-554000-SzPrp	Capital Outlay-Vehicles			$29149.00	
BUA	1104310-526100-SzPrT	Office Supplies-NonCaptl FF&E			$10400.51	
BUA	1104310-554000-SzPrT	Capital Outlay-Vehicles			$31201.53	
BUA	1100000-399100	Fund Balance Appropriated				$184468.31
			Journal 2025/3/37	Total	$184468.31	$184468.31

Journal Proof Report

Journal Number: 38 Year: 2025 Period: 3 Description: Coop/4H Reference 1: 71 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1174950-523100-MG	Program Supplies			$15997.68	
BUA	1175801-399100	Fund Balance Appropriated				$15997.68
			Journal 2025/3/38	Total	$15997.68	$15997.68

Journal Proof Report

Journal Number: 39 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account / Formatted Project String	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-562000	Grant Expenditures				$6000.00
	E-X2419 -Sheriff -Contractor-Coordinato					
BUA	1104310-562000	Grant Expenditures			$1430.00	
	E-X2419 -Sheriff -Contractor-Manager					
BUA	1104310-562000	Grant Expenditures				$410.00
	E-X2419 -Sheriff -Training -Host					
BUA	1104310-562000	Grant Expenditures				$828.00
	E-X2419 -Sheriff -Training -Digital					
BUA	1104310-562000	Grant Expenditures				$7719.00
	E-X2419 -Sheriff -Other Cost-Facility					
BUA	1104310-562000	Grant Expenditures			$275.00	
	E-X2419 -Sheriff -Other Cost-Training					
BUA	1104310-562000	Grant Expenditures			$656.00	
	E-X2419 -Sheriff -Other Cost-LawEnforce					
BUA	1104310-562000	Grant Expenditures			$12596.00	
	E-X2419 -Sheriff -OfficeSupp-Curriculum					
			Journal 2025/3/39	Total	$14957.00	$14957.00

Journal Proof Report

Journal Number: 40 Year: 2025 Period: 3 Description: Finance Reference 1: 69 Reference 2: Reference 3:

Source	Account Formatted Project String	Account Description	Line Description	OB	Debit	Credit
BUA	2554328-569910 E-OPIOID -Sheriff -Treatment -2025	OPIOID Programs			$525000.00	
BUA	2554328-569910 E-OPIOID -WCPS -Interventi-2025	OPIOID Programs			$410500.00	
BUA	2554328-569910 E-OPIOID -CALM -Recovery -2025	OPIOID Programs			$50000.00	
BUA	2554328-569910 E-OPIOID -DRC -Recovery -2025	OPIOID Programs			$150000.00	
BUA	2554328-569910 E-OPIOID -ATS -Treatment -2025	OPIOID Programs			$50000.00	
BUA	2554328-569910 E-OPIOID -Hope -Recovery -2025	OPIOID Programs			$97988.00	
BUA	2554328-569910 E-OPIOID -Health -Recovery -2025	OPIOID Programs			$50000.00	
BUA	2554328-569910 E-OPIOID -4-Day -Recovery -2025	OPIOID Programs			$150000.00	
BUA	2554328-569910 E-OPIOID -WCC -Reentry -2025	OPIOID Programs			$180000.00	
BUA	2554328-569910 E-OPIOID -Hope Rest -Reentry -2025	OPIOID Programs			$111600.00	
BUA	2554328-569910 E-OPIOID -IMS -Treatment -2025	OPIOID Programs			$160617.60	
BUA	2554328-569910	OPIOID Programs			$45000.00	

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Journal Number: 40 Year: 2025 Period: 3   Description: Finance   Reference 1: 69   Reference 2: Reference 3:

	E-OPIOID -Sheriff -Medication-2025				
BUA	**2554328-383950**	**Settlement Proceeds**			**$1980705.60**
		Journal 2025/3/40	**Total**	**$1980705.60**	**$1980705.60**

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Journal Number: 42 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account Formatted Project String	Account Description	Line Description	OB	Debit	Credit
BUA	2505912-558000 E-C240122 -WCPS -Construx -GeoTech	Capital Out-Bldg Struct & Impr				$260600.00
BUA	2505912-558000 E-C240122 -WCPS -Construx -GeoTech	Capital Out-Bldg Struct & Impr			$35600.00	
BUA	2505912-558000 E-C240122 -WCPS -Construx -Pre-Constr	Capital Out-Bldg Struct & Impr			$225000.00	
			Journal 2025/3/42	Total	$260600.00	$260600.00

Journal Proof Report

Journal Number: 48 Year: 2025 Period: 3 Description: IT Reference 1: 66 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	4908100-599110	Contingency-Capital Outlay				$10942.00
BUA	1104210-526200	Non-Capital Computer Equipment			$10942.00	
BUA	4908100-598000	Transfers to Other Funds			$10942.00	
BUA	1104210-398400	Transfers from Other Funds-CPF				$10942.00
			Journal 2025/3/48	Total	$21884.00	$21884.00

Journal Proof Report

Journal Number: 55 Year: 2025 Period: 3 Description: Jail Reference 1: 65 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	4908100-599110	Contingency-Capital Outlay				$51329.00
BUA	1104311-554000-SCAAP	Capital Outlay-Vehicles			$51329.00	
BUA	4908100-598000	Transfers to Other Funds			$51329.00	
BUA	1100000-398400	Transfers from Other Funds-CPF				$51329.00
			Journal 2025/3/55	Total	$102658.00	$102658.00

Journal Proof Report

Journal Number: 269 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-544000	Service & Maintenance Contract			$4000.00	
BUA	1104310-526100	Office Supplies-NonCaptl FF&E				$2000.00
BUA	1104310-539500	Training				$2000.00
			Journal 2025/3/269	Total	$4000.00	$4000.00

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Journal Number: 266 Year: 2025 Period: 3   Description: Finance   Reference 1: 87   Reference 2: Reference 3:

Source	Account Formatted Project String	Account Description	Line Description	OB	Debit	Credit
BUA	1109840-598000	Transfers to Other Funds			$124244.00	
BUA	4688100-558000 E-C220001 -DSS/Health-ARCENG -	Capital Out-Bldg Struct & Impr			$124244.00	
BUA	1100000-399100	Fund Balance Appropriated				$124244.00
BUA	4688100-398100	Transfers from Other Funds-GF				$124244.00
			Journal 2025/3/266	Total	$248488.00	$248488.00

Journal Proof Report

Journal Number: 267 Year: 2025 Period: 3 Description: DSS Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1265308-549700-SAdop	Direct Service Allocations			$58431.60	
BUA	1265300-399100	Fund Balance Appropriated				$58431.60
			Journal 2025/3/267	Total	$58431.60	$58431.60