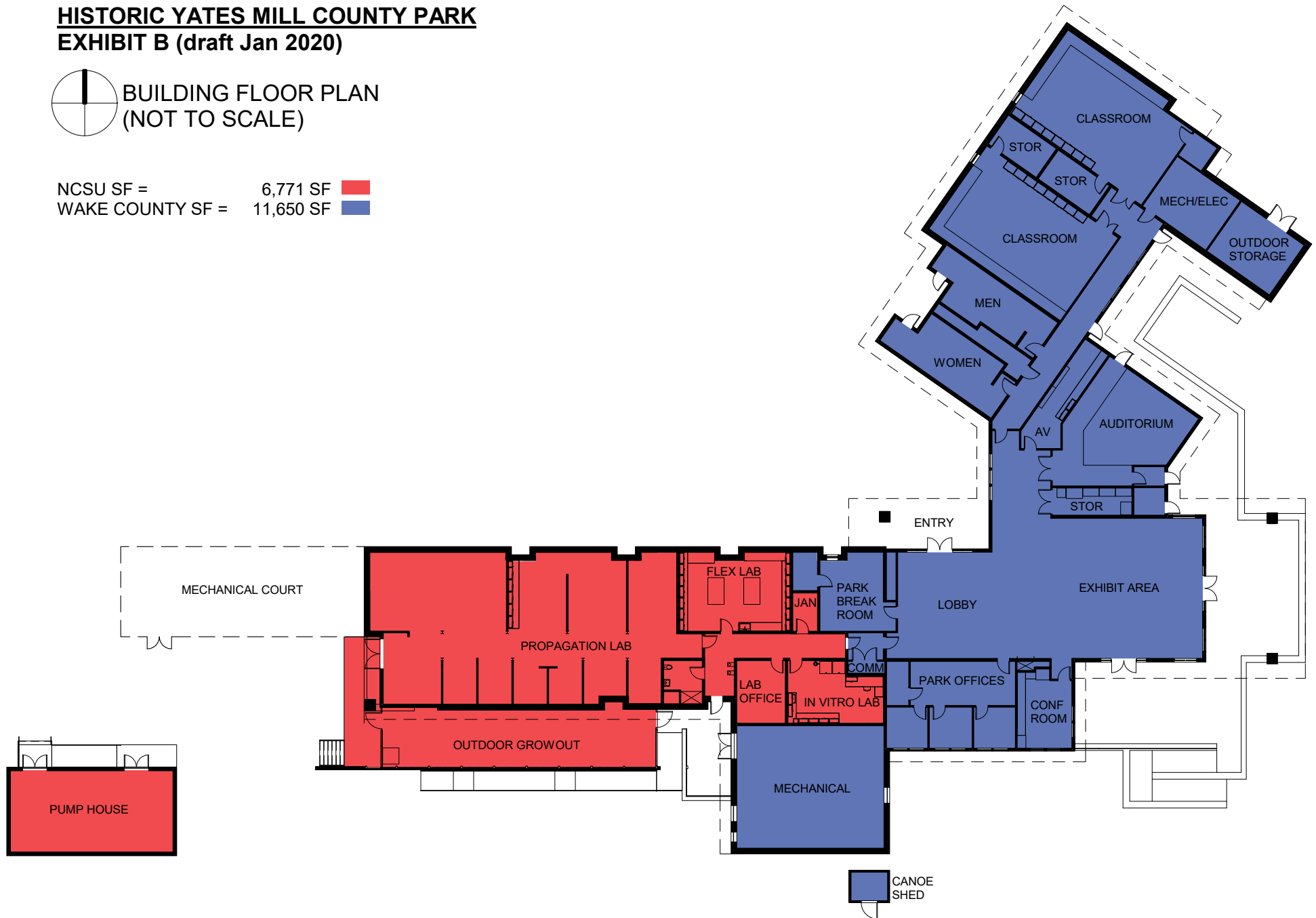


HISTORIC YATES MILL COUNTY PARK
EXHIBIT B (draft Jan 2020)



NCSU SF = 6,771 SF ■
WAKE COUNTY SF = 11,650 SF ■



"Exhibit C"

North Carolina State University is a land-grant university and
a constituent institution of The University of North Carolina

College of Agriculture and Life Sciences
Department of Biology

NC STATE UNIVERSITY

127 David Clark Labs
Campus Box 7617
Raleigh, NC 27695-7617

919.515.2741
919.515.5327 (fax no.)

7 March 2011

Rebecca Cope
Historic Yates Mill County Park
4620 Lake Wheeler Road
Raleigh, NC 27603

Dear Rebecca,

This letter is to document our arrangements for the North Carolina State University (NCSU) classroom at the Historic Yates Mill County Park (HYMCP). It is our intention to make maximum use of the NCSU classroom for science education and public outreach. It seems the best way to accomplish this goal is to have the HYMCP integrate the NCSU classroom into your current programming plans and to have both classrooms operate under the same principles and rules. To this end, we are giving the HYMCP permission to 1) handle scheduling of the room, 2) collect fees for non-NCSU users according to your existing policy and to use those fees as you deem appropriate, and 3) outfit the NCSU classroom in a manner that best meets the needs of science education and public outreach. With regard to the last item, we would simply want to participate in deciding how the classroom would be arranged and hope that we can contribute to the best arrangement.

With regard to scheduling, we would expect to have NCSU-sponsored education and outreach activities have priority use of the NCSU classroom, but we hope that many of the activities would be jointly sponsored by NCSU and the HYMCP. We look forward to discussing these opportunities for collaboration.

It is our intention to make the arrangement above permanent, however, should circumstances change we would give you six months notice of any desired change.

Please let me know if you have any questions.

Sincerely,



Damian Shea
Professor and Department Head

YATES MILL AQUATIC SPECIES PROPAGATION FACILITY - EXHIBIT D					
Wake County - NCSU Facility Partnership					
Partner Responsibilities - REV 5					
June 26, 2020					
			RESPONSIBILITY		
BUILDING	ROOM	EQUIPMENT NAME	INSTALLATION	MAINTENANCE/REPAIR	NOTES
RESEARCH WING					
Water Storage	126	Well water storage reservoir	NCSU	NCSU	
	126	Wall pump	NCSU	NCSU	
	126	Filter / Chiller - Fish Holding and Quarantine	NCSU	NCSU	
	126	Fish Tank for Holding and Quarantine	NCSU	NCSU	
Fish Quarantine/Holding	125	Coldwater / Pondwater Storage reservoir	NCSU	NCSU	
	125	Filter / Chiller - Fish Holding and Quarantine	NCSU	NCSU	
	125	Fish Tank for Holding and Quarantine	NCSU	NCSU	
	125	Chiller Wall Pump	NCSU	NCSU	
	125	Stainless Steel Table with Sink	NCSU	NCSU	
Production	124	Microscope Work Bench	GC CONTRACT	NCSU	
	124	Microscopes	NCSU	NCSU	
	124	Lab stools	NCSU	NCSU	
	124	Custom Fish Rack	NCSU	NCSU	
	124	Chiller for AHAB system	NCSU	NCSU	
	124	AHABS	NCSU	NCSU	
	124	Refrigerator / Freezer	NCSU	NCSU	
Adult Mussels/Snails	123	Snail Tank	NCSU	NCSU	
	123	Coldwater / Pondwater Storage reservoir	NCSU	NCSU	
	123	Adult Mussel Recirculating System Holding	NCSU	NCSU	
	123	Work Sinks with Shelving	NCSU	NCSU	
	123	Chiller Wall Pump	NCSU	NCSU	
Flex Lab Space	122	Hood/Laser engraver	GC CONTRACT	NCSU	
	122	Eyewash at Sink	GC CONTRACT	NCSU/WAKE CO	NCSU Cleans / Wake repairs
	122	Sink	GC CONTRACT	NCSU	
	122	6' Projection Screen / Marker Board	NCSU	NCSU	
	122	Tables with Power / Data	NCSU	NCSU	
	122	Chairs	NCSU	NCSU	
Phase II Growout	127	Heath Tray Stacks	NCSU	NCSU	

BUILDING	ROOM	EQUIPMENT NAME	RESPONSIBILITY		NOTES
			INSTALLATION	MAINTENANCE/REPAIR	
	127	Tall Trough Racks	NCSU	NCSU	
	127	Coldwater / Pondwater Storage reservoir	NCSU	NCSU	
	127	Wall pump	NCSU	NCSU	
	127	Sink with Drainboard	NCSU	NCSU	
Phase I Growout	128	Tall Trough Rack	NCSU	NCSU	
	128	Short Mussel Culture Rack	NCSU	NCSU	
	128	Coldwater / Pondwater Storage reservoir	NCSU	NCSU	
	128	Wall pump	NCSU	NCSU	
	128	Drop In Coil Chiller	NCSU	NCSU	
	128	Shelving	NCSU	NCSU	
	128	40-W UV sterilizers	NCSU	NCSU	
Office	143	Desk	NCSU	NCSU	
	143	Chair	NCSU	NCSU	
	143	File Cabinet	NCSU	NCSU	
In-Vitro	144	Autoclave	NCSU	NCSU	
	144	Emergency Shower / Eyewash	GC CONTRACT	NCSU/WAKE CO	NCSU Cleans / Wake repairs
	144	Incubator	NCSU	NCSU	
	144	Laminar Flow Hood	NCSU	NCSU	
	144	Cell Counter	NCSU	NCSU	
	144	Refrigerator / Freezer	NCSU	NCSU	
	144	Neg 80 Freezer	NCSU	NCSU	
	144	Chemical Storage	NCSU	NCSU	
	144	CO2 Cannisters	NCSU	NCSU	
	144	DI H2O Cannisters	GC CONTRACT	NCSU	
	144	Sink	GC CONTRACT	NCSU	
	144	Desk	NCSU	NCSU	
	144	Chair	NCSU	NCSU	
	144	Computer	NCSU	NCSU	
Outdoor Growout	210	50 Gallon Tank	NCSU	NCSU	
	210	70 Gallon Tank	NCSU	NCSU	
	210	Shelving/Decking for tanks	GC CONTRACT	NCSU	
	210	SST Table	NCSU	NCSU	
	210	Work Sink / Hose	NCSU	NCSU	
	210 A/B	Outdoor Storage	GC CONTRACT	NCSU	

BUILDING	ROOM	EQUIPMENT NAME	RESPONSIBILITY		NOTES
			INSTALLATION	MAINTENANCE/REPAIR	
General		Underslab waterlines	GC CONTRACT	WAKE CO	
		Underslab waste lines	GC CONTRACT	WAKE CO	
		Building Plumbing	GC CONTRACT	WAKE CO	Infrastructure to POC valves
		Equipment connection Plumbing (POC)	NCSU	NCSU	POC valves to NCSU equipment
		Building Mechanical	GC CONTRACT	WAKE CO	
		Building Electrical	GC CONTRACT	WAKE CO	
		Blower Air Piping	GC CONTRACT	NCSU	
		Building Structure - Interior / Exterior	GC CONTRACT	WAKE CO	
	146	Mechanical Room Equipment	GC CONTRACT	WAKE CO	
PUMP HOUSE					
		UV Filter - Discharge to Pond	GC CONTRACT	NCSU	
		Filter - Discharge to Pond	GC CONTRACT	NCSU	
		Pump - Reclaim Water/Discharge to Pond	GC CONTRACT	NCSU	
		Pump - Reclaim Water/Discharge to Pond	GC CONTRACT	NCSU	
		Pump - Pond Water	GC CONTRACT	NCSU	
		Filter - Pond Water	GC CONTRACT	NCSU	
		Pump - Pond Water	GC CONTRACT	NCSU	
		Filter - Pond Water	GC CONTRACT	NCSU	
		VFD's and Motor Starters for Pumps	GC CONTRACT	NCSU	
		Oxygen Tank Assembly	NCSU	NCSU	
		Oxygen - Injector and Pipework	GC CONTRACT	NCSU	
		Blower - Air	GC CONTRACT	NCSU	
General		Building Structure - Interior / Exterior	GC CONTRACT	WAKE CO	
		HVAC Equipment	GC CONTRACT	WAKE CO	
		Sump Pump and Controller	GC CONTRACT	WAKE CO	
		Plumbing Fixtures	GC CONTRACT	WAKE CO	
		Electrical Equipment	GC CONTRACT	WAKE CO	

BUILDING	ROOM	EQUIPMENT NAME	RESPONSIBILITY		NOTES
			INSTALLATION	MAINTENANCE/REPAIR	
DOCK / SITE					
		Floating Dock System	GC CONTRACT	NCSU	
		Existing Dock System	GC CONTRACT	NCSU	
		Underground water lines from Pond to Pump House	GC CONTRACT	NCSU	
		Underground water lines from Pump House to Pond	GC CONTRACT	NCSU	
		Underground water lines from Pump House to Bldg.	GC CONTRACT	NCSU	
		Underground water lines from Bldg. to Pump House	GC CONTRACT	NCSU	
		Air line from Pump House to Dock	GC CONTRACT	NCSU	
		Air line from Pump House to Bldg.	GC CONTRACT	NCSU	
SERVICES/AGREEMENT					
		Solid Waste/Recycling		WAKE CO.	Incorporate into current site services. NCSU reimburses per Use Agreement
		Bio-Hazard Waste Disposal		NCSU	NCSU Environmental Health & Safety would be the responsible party. The same would be true for any chemical waste disposal. We will have our own broken glass and sharps collection containers and handle their disposal, as appropriate
		Janitorial Services/Environmental Cleanup		NCSU/WAKE CO	NCSU staff will clean and maintain the lab areas and flex lab space. Wake County to provide janitorial services in the office and bathroom space. NCSU reimburses per Use Agreement.
		Pest Control		WAKE CO	Incorporate into current site services with strict control to avoid spraying into the water. NCSU reimburses per Use Agreement
		Window Washing		WAKE CO	Incorporate into current site services if required. NCSU reimburses per Use Agreement
		Vending		N/A	Not required
		Security access & badges		WAKE CO	Access provided per the Use Agreement
		Parking		WAKE CO	Parking provided per the Use Agreement
		Special Signage	WAKE CO	WAKE CO	Coordination between NCSU and WAKE CO

			RESPONSIBILITY		
BUILDING	ROOM	EQUIPMENT NAME	INSTALLATION	MAINTENANCE/REPAIR	NOTES
		Equipment Alarm Monitoring	GC CONTRACT	NCSU	NCSU reimburses WAKE CO for any monthly fees if required

Exhibit E

Wake County Board of Commissioners October 6, 2003, states specifically that Wake County does not waive immunity for purposes of any legal proceeding. You may obtain a copy of the Resolution adopted by the Wake County Board of Commissioners at the following web site: <http://www.wakegov.com/general/commissioners/>, under "MEETING MINUTES & AGENDAS," click on "Board's Adopted Minutes."

RESOLUTION REGARDING LIMITED WAIVER OF SOVEREIGN IMMUNITY

WHEREAS, SL 2003-175, amending N.C. Gen. Stat. §153A-435(a), provides that a county may use a funded reserve instead of purchasing insurance against liability claims and may adopt a resolution that deems such a funded reserve to be treated as the purchase of insurance for purposes of N.C. Gen. Stat. §153A-435; and,

WHEREAS, Wake County has created such a funded reserve and desires to waive the County's governmental immunity to the limited extent provided in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE WAKE COUNTY BOARD OF COMMISSIONERS:

1. The County will waive sovereign immunity and immunity for public officials acting in their official capacity only, and only to the extent set forth herein.
2. This resolution applies only to claims arising on or after July 1, 2003.
3. This resolution is intended only to waive the County's immunity in the limited circumstances described herein. It is not intended to alter or expand the County's liability, to limit or waive available defenses, to waive immunity from certain types of damages, or to affect any principle of law other than waiver of sovereign immunity and immunity for public officials acting in their official capacities. The County retains the right to assert any affirmative or other defense to a claim. Notwithstanding the foregoing, for purposes of this Resolution only and only to the extent provided in this Resolution, the County waives the "public duty" defense for the County and for its officials acting in their official capacity.
4. The County will waive immunity only for those claims proximately caused by the negligence of the County or a County employee or official covered by R-85-99, "Resolution Establishing Uniform Standards Under Which Claims or Civil Judgments Sought or Entered Against County Officers and Employees Shall be Paid," as it is from time to time amended.
5. The County will pay only the following damages if proven to be proximately caused by the incident:
 - A. Property damage
 - B. Medical expenses
 - C. Chiropractic expenses or physical therapy expenses for not more than three consecutive months
 - D. Lost wages for time authorized out of work by physicians licensed to practice medicine in North Carolina when compensation for all or part of those wages is not available from other sources
 - E. Demonstrable out of pocket expenses, excluding attorney's fees

6. The County specifically does not waive immunity for claims or damages for pain and suffering or for any other element of damage not listed herein. The County will make no payment for diminution in value of motor vehicles.

7. In no event shall claims paid in any fiscal year pursuant to this Resolution exceed the amount budgeted in that fiscal year to the self insured funded reserve or any account established for that purpose. The Board of County Commissioners reserves the right to fund or not to fund such account annually in its sole discretion. The County Manager is directed to establish procedures governing the making of payments from this fund. Said procedures may include procedures regarding the timing and method of such payments and may include provisions requiring the pro-ration of claims in order to assure that payments in a fiscal year do not exceed available funds.

8. As a condition for the payment of any claims under this Resolution the Claimant must execute a complete release of the County and its employees, officials and/or agents in both their individual and official capacities for all elements of the claim.

9. Waiver of immunity pursuant to this Resolution is limited to the voluntary settlement of claims. Settlements are not available under this Resolution after the institution by Claimant of any legal proceeding regarding the claim against the County, its officials, employees, or agents.

**RESOLUTION AMENDING R-85-99
REGARDING UNIFORM STANDARDS FOR PAYMENT
OF CLAIMS INVOLVING COUNTY OFFICERS AND EMPLOYEES**

WHEREAS, R-85-99 adopted on May 20, 1985, provides standards and procedures for the payment of claims and defense of lawsuits brought against County officers and employees; and

WHEREAS, the intent of that Resolution is to provide protection for employees of the Sheriff and Register of Deeds on the same terms and conditions as employees and officials of the County.

NOW, THEREFORE BE IT RESOLVED, that R-85-99, adopted on May 20, 1985, is hereby amended to clarify that the phrase "officers and employees" as used in that Resolution also applies to officers and employees employed by the Wake County Sheriff and Register of Deeds.

This Resolution shall be effective upon adoption, and shall serve to ratify any prior decision made by the County Manager and/or County Attorney to provide such coverage to officers and employees of the Sheriff and/or Register of Deeds under the provisions of R-85-99.