

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
WAYNE COUNTY GOVERNMENT

CONTRACTOR: _____

COUNTY DEPARTMENT: _____

SUBJECT OF CONTRACT: _____

DATE/TERM OF CONTRACT: _____

Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Wayne County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Wayne County's obligations under this contract, then this contract shall automatically expire without penalty to Wayne County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Wayne County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Wayne County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Wayne County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Wayne County upon written notice to Contractor of such limitation or change in Wayne County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Wayne County.

No pledge of taxing authority. No deficiency judgment may be rendered against Wayne County or any agency of Wayne County in any action for breach of a contractual obligation under this contract. The taxing power of the Wayne County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Wayne County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Wayne County.

Conflict of interest. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Wayne County and the third parties regarding the subject matter of this Contract or Agreement.

Compliance with E-Verify requirements. The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

For the CONTRACTOR: _____ Title: _____

For WAYNE COUNTY: _____ Title: _____