



Special Town Council Meeting July 9, 2024 3:00 pm in the Civic Center Agenda

- I. Call to Order-
 - A. Pledge of Allegiance
 - B. Moment of Silence
- II. Discussion about the Guilford County Sheriff's Department Contract- Matthew Johnson, Town Manager
- III. Request to set a Special Town Council Meeting date to discuss the annual performance evaluation of the Town Manager- Matthew Johnson, Town Manager
- IV. Adjournment

Dated: 10-24-91
In effect until terminated or amended
GUILFORD COUNTY

CONTRACT NO. 87958-09/91-132

NORTH CAROLINA GUILFORD COUNTY

CONTRACT

THIS AGREEMENT, made this 24th day of October,

1991, by and between the TOWN OF JAMESTOWN, a Municipal
Corporation of Guilford County, North Carolina, and GUILFORD
COUNTY, a body politic and corporate of the State of North
Carolina, and WALTER A. BURCH, SHERIFF of Guilford County, North
Carolina.

WITNESSETH:

THAT WHEREAS, the Town of Jamestown desires general law enforcement services to be rendered by the Sheriff's Department of Guilford County within its present City limits and as said limits may be extended from time to time in lieu of establishing and maintaining a police force and department, and

whereas, the Sheriff has agreed to provide such law enforcement services to the Town of Jamestown upon certain terms and conditions provided hereinafter; and

WHEREAS, Guilford County is the Governmental Authority which maintains said Sheriff's Department and provides and appropriates the funds from revenue sources paid to Guilford County; and

WHEREAS, Guilford County has agreed for the Sheriff's Department of Guilford County to provide law enforcement services to the Town of Jamestown upon the terms and conditions hereinafter set forth;



NOW, THEREFORE, in consideration of the premises and pursuant to the Authority of the General Statutes of the State of North Carolina, the parties mutually agree as follows:

- 1. Recognizing that the Town of Jamestown is authorized by North Carolina General Statute 160A-281 to appoint a chief of police and to employ other police officers for the purpose of providing law enforcement services to the Town of Jamestown, and, in lieu of Jamestown establishing and maintaining a Police Department or other such law enforcement agency, the Sheriff's Department of Guilford County shall furnish and provide general law enforcement services to the Town of Jamestown within its present City Limits and as may be extended from time to time, which general law enforcement services shall include the maintaining of law enforcement personnel and a patrol car within said City limits on a twenty-four hour, around the clock basis, along with all property and equipment incident to and connected with law enforcement in the Town of Jamestown. Such law enforcement services shall include follow-up criminal investigation services, crime prevention and other services provided by the Guilford County Sheriff's Department to unincorporated areas of Guilford County.
- 2. All facilities, equipment and materials used in connection with services rendered pursuant to the terms of this Contract whether purchased or leased by the Guilford County Sheriff's Department shall at all times be the property of and maintained by the Guilford County

Sheriff's Department both during the rendering of services herein described and following termination of the Contract except that when a vehicle purchased by Guilford County for use in Jamestown to fulfill the law enforcement services pursuant to this agreement is declared surplus by Guilford County, the County will transfer to Jamestown the title to that vehicle or another determined to be its equal.

The Sheriff's Department of Guilford County shall be 3. responsible for appropriate hiring, training, salaries and fringe benefits, assignment and discipline of its personnel for the services described herein and shall maintain full administrative control over and responsibility for its personnel and equipment necessary for the services provided herein, including providing its own defense and payment of any judgement against Guilford County in any legal action brought by any person against Guilford County as a result of services provided pursuant to this contract. Each party to this Agreement shall be responsible for its own costs engendered by any claim or cause of action brought by any person as a result of the services provided herein, without waiving any third-party cause of action which might be available against another party to this Agreement. Officers who may be assigned pursuant to the terms of this Agreement shall possess the geographic jurisdictional subject matter and authority as generally granted to deputy sheriffs by the North Carolina General Statutes including the enforcement of local ordinances as adopted by the governmental authority of the Town of Jamestown. Any law enforcement action taken by officers assigned pursuant to this agreement, including confiscation of and forfeiture of property and any revenues generated as a result, shall be handled as any other such enforcement action taken by the Guilford County Sheriff's Department.

- 4. Personnel who are assigned under this Contract shall in no way be penalized for such participation, and shall have the same employment rights, promotional opportunities, training opportunities and fringe benefits as are enjoyed by all members of the Guilford County Sheriff's Department.
- 5. The Sheriff's Department of Guilford County shall maintain a dated daily record of calls for assistance including the number of calls, the nature of each call, the time of day, the total response time as well as the time spent on each call. Additionally, the Sheriff's Department of Guilford County shall maintain a record of the geographical location of reported incidents, as well as a record of the number of noncriminal calls to which a response was required.
- Jamestown shall be coordinated with the law enforcement throughout the County of Guilford, and such personnel and equipment shall be subject to emergency calls and needs for additional assistance and services in other parts of Guilford County.

- 7. The Town of Jamestown shall pay Guilford County for such law enforcement services a sum to be determined and budgeted annually and payable in quarterly installments as set forth herein, and continuing until this Agreement shall be terminated as provided hereinafter.
- Guilford County for 1991-92 for such law enforcement services is attached as Exhibit A and may be increased from time to time as a result of cost increases incurred by Guilford County in the operation of the Sheriff's Department, and the basis and costs for such increases shall on request be furnished and provided by Guilford County to Jamestown. Any decrease in the cost and expense in the operation of the Sheriff's Department shall enure to the benefit of Jamestown by an appropriate reduction in payments made by Jamestown to Guilford County.
- sent of the parties hereto. Any such amendment will be reduced to writing and affixed as a dated addendum to this contract. Any party may terminate this contract upon twelve months: written notice given by one to the other by Registered or Certified Mail, Postage Prepaid, Return Receipt Requested; provided however, if Jamestown shall in good faith determine and document that the cost increases proposed by Guilford County, as provided hereinabove, shall be excessive and against the best interest of the Town of Jamestown and Jamestown shall give ninety

days' written notice to Guilford County by Registered or Certified Mail, Postage Prepaid, Return Receipt Requested, of Jamestown's rejection of the proposed cost increases, this Agreement shall be terminated and cancelled and will relieve all parties of any further obligation previously imposed by the conditions herein. Any payment owed at such point shall be adjusted on a pro-rata basis relieving Jamestown from payment for services from the last date that such services are rendered.

- 10. In the event of default, the non-defaulting party may pursue whatever remedy at law is available for breach of contract of this nature.
- 11. This contract shall be effective the 1st day of July, 1991, and shall continue in full force and effect until terminated or amended by the parties.
- 12. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, the Town of Jamestown has caused this instrument to be signed by its Mayor, attested by its Town Clerk and its corporate seal affixed hereto, upon authority duly given, and Guilford County has caused this instrument to be signed in its behalf by its Chairman of the Board of County Commissioners, attested by its Clerk, and its corporate seal affixed, upon authority duly given, and Walter A. Burch, Sheriff of Guilford County, has hereunto set his hand and seal upon authority duly given, the day and year first above written.

TOWN OF JAMESTOWN ATTEST: GUILFORD COUNTY ATTEST: SHERIFF OF GUILFORD COUNTY

County Att

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. APPROVED AS TO LEGAL SUFFICIENCY

Finance Director, Guilford County

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

Finance Officer

Town of Jamestown

CONTRACT NO	
(formerly Contract No.	87958-09/91-132)

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

INTERLOCAL AGREEMENT

BETWEEN GUILFORD COUNTY, NORTH CAROLINA AND THE TOWN OF JAMESTOWN, NORTH CAROLINA

PREAMBLE

THIS INTERLOCAL AGREEMENT ("the Agreement") is established pursuant to the legal authority in N.C. Gen. Stat. § 153A-278 and Article 20, Chapter 160A of the North Carolina General Statutes (G.S. § 160A-460, *et seq.*) which authorize interlocal cooperation between units of local government including counties and municipalities.

This AGREEMENT, which shall be effective the ____ day of _____, 2024, is entered into by and between, GUILFORD COUNTY, NC ('the COUNTY"), a body politic and corporate in the State of North Carolina; with the consent of and on behalf of SHERIFF DANNY H. ROGERS as the holder of the OFFICE OF SHERIFF OF GUILFORD COUNTY ("the GCSO"), an elected office established by the State Constitution; and the TOWN OF JAMESTOWN, NC ("the TOWN"), a municipal corporation established and organized under the laws of North Carolina, and existing in Guilford County, NC.

WITNESSETH

WHEREAS, the COUNTY and the TOWN are units of local government as defined by N.C. Gen. Stat. § 160A-460 and are acting through their respective governing bodies, to wit: the Guilford County Board of Commissioners and the Town of Jamestown's Town Council;

WHEREAS, Article VII, Sec. 2 of the North Carolina Constitution established the elected office of Sheriff for each County and Sheriff Danny H. Rogers is the present holder of that Office here in Guilford County. The scope of the legal authority, duties, and obligations of the Office of the County Sheriff (in this instance the GCSO) was established by both common law and State statutes (including Chapters 15A, 153A, and 162 of the North Carolina General Statutes). As evidenced by N.C. Gen. Stat. § 15A-402, the GCSO has law enforcement jurisdiction in Guilford County and the municipalities located therein including the Town of Jamestown;

WHEREAS, the TOWN lies within the legal, political, and territorial boundaries of the COUNTY and-as established by Article 13, Chapter 160A of the North Carolain General Statutes (G.S. § 160A-281, et seq.)--the TOWN has the legal authority to establish a police force to provide law enforcement protection and services to the TOWN's residents;

Page **1** of **7**

CONTRACT NO. _____ (formerly Contract No. 87958-09/91-132)

WHEREAS, the TOWN has determined that the most financially efficient and professionally effective method of providing law enforcement protection and services to its residents is by contracting with the COUNTY and GCSO for those services. Such a contract was first entered into between the TOWN, COUNTY, and GCSO effective July 1, 1991 (Contract No. 87958-09/91-132), and has remained continuously in effect for nearly thirty-three (33) years;

WHEREAS, the COUNTY, GCSO, and the TOWN have agreed to terminate the existing <u>July 1, 1991</u> contract and replace it with this Agreement and to continue providing law enforcement protection and services to the residents of the TOWN under the following terms and conditions:

TERMS AND CONDITIONS

Section 1 – Duration and Termination of Agreement: Commencing the effective date of this AGREEMENT (as first above written), the GCSO will provide continuous law enforcement protection and services (the "LE SERVICES") to the TOWN twenty-four (24) hours a day, seven (7) days a week; and three-hundred-sixty-five (365) days a year. The LE SERVICES will continue uninterrupted for so long as this Agreement remains in effect. This Agreement shall remain in force from year to year with no need for renewal. The COUNTY, GCSO, and/or TOWN may, however, each unilaterally terminate this Agreement for any reason, with or without cause, upon the issuance and actual receipt of written notice to all other Parties at least ninety (90) days in advance of the termination date. Any Party hereto may terminate this Agreement immediately if another Party hereto breaches any material provision in this Agreement, including the TOWN's payment obligations below, if the breach is not cured within thirty (30) days of said breach.

Section 2 -- Notice: Any written notice required by this Agreement shall be transmitted by the United States Postal Service via both first-class mail and certified mail, return receipt requested, addressed to the following official representatives of the three Parties hereto:

GUILFORD COUNTY	GUILFORD COUNTY SHERIFF'S OFFICE	TOWN OF JAMESTOWN
Attn: County Manager	Attn: Sheriff of Guilford County	Attn. Town Manager
301 W. Market Street	400 W. Washington Street,	301 E. Main Street
Greensboro, NC 27401	Greensboro, NC 27401	Jamestown, NC 27282

Section 3 – Scope of the Law Enforcement Services: The above-described law enforcement protection and services (hereinafter "the LE Services") shall consist of the following:

a. The LE Services will be provided to the TOWN by a uniformed, sworn Deputy Sheriff, employed by the GCSO who has successfully completed the North Carolina Basic Law Enforcement Training Course ("BLET"); been certified as a sworn law enforcement officer by the NC Sheriffs' Training and Standards Commission; and successfully completed the GCSO's Field Training Program. The GCSO shall have exclusive authority under this Agreement to select the Deputy Sheriff assigned to provide LE SERVICES to the TOWN;

CONTRACT NO.	
(formerly Contract No.	87958-09/91-132)

- b. One sworn Deputy Sheriff, equipped with a marked patrol vehicle and the personal gear and equipment generally supplied by the GCSO to its on-duty Deputy Sheriffs (e.g., including but not limited to: GCSO issued uniform, firearm(s), radio, handcuffs, etc.) shall be assigned to remain at all times within the TOWN's municipal boundaries unless an urgent matter requires that Deputy Sheriff's assistance due to their proximity to an emergency call or whenever necessary to provide assistance to another law enforcement officer in need. The GCSO shall have the sole discretion to determine whether such urgent circumstances exist. It is understood and agreed to by the Parties hereto that the LE SERVICES provided to the TOWN under this Agreement must and shall be coordinated with the law enforcement protection and services provided by the GCSO throughout the entirety of Guilford County;
- c. While on duty providing LE SERVICES to the TOWN, the Deputy Sheriff assigned by the GCSO shall retain the same jurisdictional authority and powers of arrest as any other Deputy Sheriff employed by the GCSO. See N.C. Gen. Stat. § 15A-402(b);
- d. While on duty providing LE SERVICES to the TOWN, the Deputy Sheriff assigned by the GCSO shall perform the following functions in the TOWN's municipal limits:
 - (i) answer and respond to routine and emergency calls for assistance;
 - (ii) perform welfare checks upon TOWN residents when dispatched to do so;
 - (iii) perform routine security checks on TOWN businesses, schools, and churches;
 - (iv) perform traffic control duties as necessary;
 - (v) make lawful arrests and conduct lawful searches when authorized by law;
 - (vi) enforce State law and all COUNTY and TOWN ordinances;
 - (vii) engage in pro-active law enforcement activities in the same general manner as the GCSO performs such activities in unincorporated areas of Guilford County;
 - (viii) conduct initial and follow-up criminal investigations except in those cases where the GCSO has assigned a Detective in its Criminal Investigations Division ("CID") to perform the criminal investigation. If the GCSO assigns a CID Detective, it will be at no additional cost to the TOWN.

Section 4 – Reports of LE SERVICES provided by the GCSO inside the TOWN The GCSO shall, upon request, provide the TOWN with a record of all calls for assistance and other LE SERVICES performed inside the TOWN's limits under this Agreement.

Section 5 – Payroll and Benefits: Although funded by the TOWN, the COUNTY and GCSO shall be responsible for providing the assigned Deputy Sheriff with the same salary; medical/health insurance; life insurance; vacation, sick, and FMLA leave; workers compensation insurance coverage; retirement; supplemental retirement income; and any other financial and non-financial benefits received by other sworn Deputy Sheriffs employed by the GCSO of the same rank, time-in-grade, and experience. The COUNTY and GCSO shall be responsible for withholding any federal and state taxes, FICA amounts, and other deductions from said Deputy Sheriff's salary.

Section 6 – Training, Disciplinary, and Administrative Matters: Any decisions concerning the extent and nature of post-BLET training, assignments, transfers, counseling, disciplinary, and other administrative matters pertaining to any Deputy Sheriff assigned to work within the TOWN will remain the sole responsibility of the GCSO and solely within its discretion.

Section 7 – Financial and Funding Obligations upon the TOWN: As its consideration for the LE SERVICES provided under this Agreement, the TOWN shall pay the COUNTY a monetary amount (in United States currency) to be determined and budgeted on an annual basis and payable in quarterly installments. Attached hereto as ATTACHMENT NO. 1 to this Agreement is the agreed upon amount for FY25 (July 1, 2024 to June 30, 2025). Unless amended with the consent and agreement of all Parties, the annual monetary amount paid by the TOWN under this Agreement shall compensate the COUNTY and GCSO for the following financial costs:

 a. Regular Salaries for Five Deputies b. Overtime Salaries¹ c. Longevity Pay d. Health Insurance Premiums e. Life Insurance Premiums f. Group Insurance g. Workers Compensation Insurance h. Unemployment Insurance i. Retirement (NC LGERS) j. Retirement (NC Supplement for LEO's) k. Retirement (401K) l. Retirement (FICA - Social Security) 	 m. Motor Vehicle Purchases n. Motor Vehicle Repairs and Maintenance o. Motor Vehicle Fuel p. Office Equipment, Fixtures, Furniture, and Supplies q. Office Cleaning and Household Supplies r. Deputy Uniforms s. Deputy Education and Training t. Miscellaneous Personal Equipment u. Insurance and Bonding
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Section 8 - Ownership and Maintenance of Equipment Purchased by the TOWN

(a) As of the effective date of this Agreement, the TOWN has paid the COUNTY for the use of the following motor vehicles necessary to provide LE SERVICES to the TOWN. The mileage figures shown below were recorded on June 4, 2024:

Unit 2001 – 2019 Dodge Charger Mileage 114,067	Unit 2176 – 2021 Dodge Charger Mileage 44,143
Unit 2033 – 2019 Dodge Charger Mileage 109,532	Unit 2177 – 2020 Dodge Charger Mileage 37,442

¹ Overtime has been a component of the contractual relationship between the Parties since the original <u>July 1, 1991</u> contract. Historically, however, the GCSO has rarely billed overtime to the TOWN because the GCSO will only due so when the Deputy assigned to the TOWN is placed in an overtime status because he/she has worked all his/her regular work hours <u>and</u> all his/her overtime hours in Jamestown (not elsewhere) during the same two week pay period.

- (b) All vehicles, facilities, equipment, and materials paid for by the TOWN and used by the GCSO to provide LE SERVICES to the TOWN pursuant to this Agreement (whether purchased or leased by the COUNTY) shall, at all times (including following the termination of this Agreement) remain property owned exclusively by and titled exclusively to the COUNTY. Although paid for with TOWN funds, the COUNTY shall be responsible for maintaining all such vehicles, facilities, equipment, and materials;
- (c) The only exception to the ownership and title provisions in subpart (b) of this Section is that when a motor vehicle purchased by the COUNTY, with TOWN funds, for the purposes of providing LE SERVICES to the TOWN under this Agreement is declared to be "surplus", the COUNTY will transfer title and ownership of said vehicle to the TOWN or of another motor vehicle which the Parties agree to be the equivalent of the surplus vehicle.
- Section 9 Independent Legal Relationship of the Parties: The COUNTY, GCSO, and the TOWN are and remain entirely separate and independent legal, governmental, and/or constitutional entities. Nothing in this Agreement creates an employer/employee, master/servant, or agency relationship between the Parties hereto nor one based upon the doctrine of respondeat superior. Each Party hereto shall be legally responsible for the actions of its own employees and shall be responsible for paying any court costs, attorney's fees, and/or settlements or judgments incurred in the defense of a liability claim or lawsuit asserted by a third-party claimant. Unless provided for and permitted by applicable law, nothing in this Agreement creates a right of indemnification or contribution amongst the Parties. However, nothing in this Agreement waives any legal rights that the COUNTY, GCSO, or TOWN could assert against any other Party hereto.
- Section 10 No Waiver of Immunities or other Legal Defenses: No provisions in this Agreement are intended to be nor should they be construed as a waiver of any immunities or other legal defenses to which the Parties hereto may be entitled to by law. The COUNTY, GCSO, and TOWN expressly reserve and preserve their right to assert any and all legal defenses, including but not limited to, those based upon federal and State statute, federal and State common law, and the doctrines of qualified immunity, sovereign/governmental immunity, and public officials immunity.
- Section 11 No Third-party Beneficiaries: The Parties to this Agreement do not intend for any third-party not a signatory hereto to obtain any rights or benefits by virtue of this Agreement.
- Section 12 Entire Agreement: This Agreement, including its exhibits and/or attachments, if any, sets forth the entire Agreement between the COUNTY, GCSO, and TOWN. All prior conversations, communications, or writings between the Parties and/or their representatives, unless expressly included in this Agreement, are not binding upon nor enforceable against the Parties. By entering into this Agreement, the Parties do not intend to create any obligations (express or implied) other than those specifically set out in writing herein.

CONTRACT NO. ______(formerly Contract No. 87958-09/91-132)

Section 13 – Amendments to this Agreement: The terms of this Agreement may only be amended by a written document which has been approved, consented to, agreed to, and executed by all three Parties hereto.

Section 14 – Choice of Law; Forum for Resolving Disputes: This Agreement shall be construed in accordance with the laws of the State of North Carolina. Any disputes arising from this Agreement that cannot be resolved informally between the Parties, shall be litigated in the State of North Carolina, General Court of Justice, Superior Court Division of Guilford County.

IN WITNESS WHEREOF, the three Parties hereto have set their hands and seals all pursuant to authority duly granted as of the day and year first above written.

For GUILFORD COUNTY, NC and the	GUILFORD COUNTY SHERIFF'S OFFICE:
Sheriff of Guilford County	
County Manager	 _
ATTEST:	
County Clerk	
County Finance Director	_

CONTRACT NO.	
(formerly Contract No.	87958-09/91-132)

For the TOWN OF JAMESTOWN, NC.		
Town Manager		
ATTEST:		
Town Clerk		

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TOTAL YTD \$ 431,453.35