DARE COUNTY BOARD OF COMMISSIONERS
Dare County Administration Building
954 Marshall C. Collins Dr., Manteo, NC

Monday, January 07, 2019

“HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?”

AGENDA

9:00 AM  CONVENE, PRAYER, PLEDGE OF ALLEGIANCE

ITEM 1  Opening Remarks - Chairman's Update

ITEM 2  Presentation of County Service Pins

ITEM 3  Employee of the Year - 2018

ITEM 4  Employee of the Month

ITEM 5  Public Comments

ITEM 6  Presentation from the Coastal Studies Institute

ITEM 7  Monday Night Alive - Funding Request

ITEM 8  Hatteras Recycle LLC Proposal for Reducing Tipping Fees

ITEM 9  Golf Carts in Martin's Point and Manns Harbor

ITEM 10  Commercial Services Zoning District - Review of Uses

ITEM 11  Flood Map Update

ITEM 12  NCDOT Right of Way & Temporary Construction Easements

ITEM 13  Consulting Assistance For Legislative Issues

ITEM 14  Presentation of June 30, 2018 Audit Results and Comprehensive Annual Financial Report

ITEM 15  Public Hearing – 10:00 a.m.
Revision of Ordinance Chapter 91 Section 91.033 - General Care and Tethering of Dogs

(Continued on other side)
ITEM 16 Consent Agenda
   1. Approval of Minutes (12.03.18)
   2. NCDOT Colington Road Widening Project - Agreement, Capital Project Ordinance, and Budget Amendment
   3. Emergency Management LEPC & HSGP Grants
   4. Systel Statement of Work

ITEM 17 Board Appointments
   1. Albemarle Commission - Board of Directors
   2. Dare County Tourism Board
   3. Juvenile Crime Prevention Council
   4. Nursing Home Community Advisory Council
   5. Older Adult Services Advisory Council
   6. Upcoming Board Appointments

ITEM 18 Commissioners’ Business & Manager’s/Attorney’s Business

ADJOURN UNTIL 5:00 P.M. ON TUESDAY, JANUARY 22, 2019
Description
Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested
Informational Presentation

Item Presenter
Chairman Robert Woodard
Description
The following employees are scheduled to receive service pins this month:

1. Allison Woodard, Social Worker II, 10 Year Pin
2. Kenneth Melton, Detention Shift Leader, 15 Year Pin

Board Action Requested
None

Item Presenter
Robert Outten, County Manager
January, 2019

Presentation of County Service Pins

1. Allison Woodard, Social Worker II, 10 Year Pin
   - Presented by Katie McCarron

2. Kenneth Melton, Detention Shift Leader, 15 Year Pin
   - Presented by Allen Moran
Description

The Employee of the Year Award will be presented.

Board Action Requested
None

Item Presenter
Robert Outten, County Manager
Employee of the Month

Description
The Employee of the Month Certificate will be presented.

Board Action Requested
None

Item Presenter
To Be Determined.
**Public Comments**

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<th>Description</th>
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<tr>
<td>The Board of Commissioners encourages citizen participation and provides time on the agenda at every regularly scheduled meeting for Public Comments. This is an opportunity for anyone to speak directly to the entire Board of Commissioners for up to five minutes on any topic or item of concern.</td>
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Comments can be made at the Commissioners Meeting Room in Manteo or through an interactive video link at the Fessenden Center Annex in Buxton.

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<tr>
<th>Commissioners Meeting Room</th>
<th>Administration Building, 954 Marshall Collins Drive, Manteo</th>
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<tr>
<td>Video Link</td>
<td>Fessenden Center Annex, 47017 Buxton Back Road, Buxton</td>
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**Board Action Requested**

Hear Public Comments

**Item Presenter**

Robert Outten, County Manager
Presentation from the Coastal Studies Institute

Description

A report will be given by Reide Corbett, Executive Director of the Coastal Studies Institute (CSI), on activities at the multi-institutional research and education partnership.

Board Action Requested

None - Information Presentation

Item Presenter

Reide Corbett, Ph.D., Coastal Studies Institute

Focus is applied research and education programming to serve Northeastern North Carolina and beyond...
Program Areas

• Estuarine Ecology and Human Health
• Coastal Processes
• Coastal Engineering and Ocean Energy
• Public Policy and Coastal Sustainability
• Maritime Heritage

CSI Partner Universities

• East Carolina University (ICP – Integrated Coastal Programs)
• Elizabeth City State University (Center for Coastal Habitat Research)
• NC State University (CMAST - Center for Marine Science & Technology)
• UNC Chapel Hill (IMS - Institute for Marine Science)
• UNC Wilmington (Center for Marine Science)
UNC-CSI Campus – Completed in December 2012

- ~200 Acre site
- 55,000 Square feet Research & Education Building
- Seven Classrooms and Wetlabs
- Distance Education Equipped
- 11 Labs
- LEED (Gold) certification
A vibrant ECU research campus on Roanoke Island broadening our focus beyond coastal research, to include tourism and hospitality, partnerships with CoA and the Dare County community, linking Arts and Science with continued collaboration between ECU and Pocosin Arts.
Our Vision

An internationally recognized leader in transdisciplinary coastal and marine research, education, and engagement, using scientific advances to provide effective solutions to complex problems along the land-sea interface, helping coastal communities, ecosystems, and economies thrive.

ECU is taking an interdisciplinary approach

- Convergence of disciplines:
  - Natural, Social, and Engineering Sciences
  - Economics, Hospitality and Tourism
  - Health

- 12-16 faculty in-residence at the coast, both within the new interdisciplinary department and from more traditional disciplinary departments
- Actionable science, bringing academics and non-academics together…empower the user!
Integrated Coastal Programs

Organizational Structure

October 18, 2018
Strategic Areas of Interest

• **Ocean Energy – integrating renewable and non-renewable**
  - OE program is critical for NC and important for ECU/CSI growth
  - Bridge our inter-institutional partners (NCSU, etc.)
  - Industry partners
  - National Center opportunity
  - Curriculum development opportunities

• **Maritime Heritage**
  - Gateway to broader research portfolio
  - Possible areas of growth (offshore resources, field programs)
  - Possible NOAA partnership

• **Ocean-Estuarine Interactions in a Changing Climate**
  - Broad focus…continental margin resources
  - Socio-economic response to change and the influence of this on management
  - Natural hazards
  - Wide-range of anthropogenic effects on coastal systems
  - Engineering approaches and the use of new technology (e.g., living shorelines, drones, gliders, etc.)
Strategic Areas of Interest

- **Environmental Health across Coastal Systems**
  - Contaminants and the environment
    - Health effects, exposure/transfer, detection, management/mitigation
  - Health disparities
  - Partner with BSoM – meeting tomorrow (10/23)

- **Coastal Sustainability – Big Data Applications**
  - Provides a framework in which large volumes and varieties of coastal datasets can be collated and analyzed
  - Possible realization of patterns/interactions in environmental and societal sectors
  - Environmental Risk/Risk Management
  - Geospatial/Remote sensing data

- **Empowering the NC Blue Economy**
  - Rural Prosperity initiative
  - Conduit of information
Academic Programming

• Summester at the Coast

• Maritime Field School: ECU

• Institute for the Environment, Outer Banks Field Site: UNC-CH

• New PhD program: ECU’s Integrated Coastal Sciences

• New undergraduate opportunities throughout the academic year (e.g., minor in coastal studies, coastal-focused courses for a “Semester at the Coast”)
K-12 Programming

- Stands-based course offerings for 5-12 grade students – 2100 Students scheduled for 2018-2019 school year
- High School Internships
- 3rd Annual Dare County Science Fair 22 teams – Elementary, Middle and High School
- 3rd Annual Renewable Energy Challenge – April 6, 2019
- High School Internships
Public Education Programming

- “Science on the Sound” monthly lecture Series
- Summer Camps – 14 weeks – over 300 students
- Open House – April 2019
- Lifelong Learner Programs
- New Family Programming Spring/Summer 2019
Field Research Support

- **Six Boats: Ranging from 12-42 ft**
- Technical Dive Support
  - Decompression Diving
  - Trimix
  - Rebreather
- Video Production
  - Cameras, lights, grip
  - Underwater housings
  - Editing Bay- Full HD, 4K, 3D
  - 4K & 3D projection & visualization lab
- Machine Shop and Electronics shop
- Launch ramp & marina
42’ Duffy: RV Miss Caroline

- 42’ Long 14’ Beam
- Draws 4.5’
- 1000 HP C18 Caterpillar Engine
- 5kW Diesel Generator
- True Sine Wave Power AC Power
- 2000 lb. capacity A-Frame and Winch
- Quick Connect hydraulic controls add-on items
- Cruising speed 18 knots at 26 GPH
- 6 knots at idle, burns less than 1 GPH
- 500 gallon fuel capacity
- Hydraulic and electric salt water pumps
- 75 kHz Ocean Surveyor ADCP hull mounted
- 300 kHz Sentinel ADCP hull mounted
- Seabird thermosalinograph
- Commercial Simrad side scan sonar and chirp
Expanding Faculty, Staff and Students on OBX Campus

Cluster Hire for Ocean Margins Research (I can provide job ad)

Search for 4 new faculty within new Dept. of Coastal Studies
- Applied Ecology
- Environmental Engineer
- Integrative modeler focused on coastal natural/human systems
- Coastal Processes

Search for 1 new faculty within Dept. of Biology located @ Outer Banks Campus
- Quantitative Coastal Ecology

Director of NC Ocean Energy Program (job ad being vetted)
North Carolina Renewable Ocean Energy Program

Hydrokinetic Resource Assessment

Environmental Impact, Social, and Economic Aspects

Innovative System Components
Meeting with S. Atlantic National Marine Renewable Energy Center (SNMREC)

Purposes:
- Update on mission, capabilities, strengths, and deficiencies of SNMREC and the NCROEP
- Discuss vision for individual and collective contributions to the marine renewable energy sector
- Discuss 2019 and future federal budgets for DOE and how funds will be distributed (through National Centers and labs)

Outcomes:
- Invitation to be a founding member of a western Atlantic Marine Renewable Energy Center!
- Plans to formulate short and long term plans for collaboration (DOE funds)

Initial ideas for collaboration:
- Coordinate research efforts (match researchers and tools across Center)
- Build a coordinated curriculum
- Faculty exchanges
- Preferred Partner Program for industry to buy into

Next steps:
- Formalize an agreement
- Request DOE funds to develop the partnership further
ECU’s Outer Banks Campus

and the

Coastal Studies Institute

...positioned for significant growth!
Monday Night Alive - Funding Request

Description
Betty Selby, on behalf of the Monday Night Alive program, will present a request to the Board of Commissioners for $1,500 in County funding to benefit the services offered by Monday Night Alive to the youth of Dare County.

Board Action Requested
Discuss and take appropriate action

Item Presenter
Robert Outten, County Manager
**PURPOSE**

- To encourage and support events, programs or projects that positively enhance the quality of life for Dare County citizens.

Organizations requesting funding must complete this form.

**CHECK LIST**

- The signed original application form fully completed.
- List of current Board of Directors.
- Names and terms of Officers.
- Current Articles of Incorporation and By-Laws.
- A set of financial statements as of the end of the most recent fiscal year. These must include a balance sheet and a statement of revenues and expenditures from an audit, a review or a compilation if performed. Otherwise include internally prepared financial statements.
- If a registered non-profit organization (501(c)(3)), an IRS Determination Letter, and the most recent required filing with the IRS.
- Special Appropriations Financial Report Form showing how 2009-2010 county funds have been spent.

**DEADLINE**

Completed application packages must be received at the Dare County Finance Department by 5:00 pm on the 10th of March 2017. (Attention: Assistant Finance Director, P.O. Box 1000, Manteo, NC 27954 sallyd@darenc.com)

Please contact the County Manager’s Office or the Dare County Finance Director or Assistant Finance Director if you have any questions regarding the eligibility of your application or if you require assistance completing your application form.
<table>
<thead>
<tr>
<th><strong>DARE COUNTY, NORTH CAROLINA</strong></th>
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<tr>
<td><strong>SPECIAL APPROPRIATIONS</strong></td>
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<tr>
<td><strong>APPLICATION</strong></td>
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<td><strong>APPLICANT INFORMATION</strong></td>
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| **Name of Organization:**         |
| **Mailing Address:**              |
| **City:**                        |
| **State:**                       |
| **Zip Code:**                    |
| **Contact Person & Title:**       |
| **Phone Number:**                |
| **E-Mail Address:**               |
| **Fax Number:**                  |
| **Website Address:**              |
| **Registered Non-profit (501(c)(3))** |
| **Fiscal Year End:**             |
| **Non-Profit Organization with Articles of Incorporation and By-Laws:** |
| **How long has your organization been in existence?** |
| **How many active members do you have in your organization?** |
| **Required Attachments:**         |
| Names, addresses, and terms of Board Members. |
| Names and terms of Officers.      |
| Current Articles of Incorporation and By-Laws. |
| A set of financial statements as of the end of the most recent fiscal year. These must include the Balance Sheet and a Statement of Revenues and Expenditures from an audit, a review or a compilation if performed. Otherwise include internally prepared financial statements. |
| If a registered non-profit organization (501(c)(3)), an IRS Determination Letter (unless submitted with a previous application), and most recent required filing with the IRS. |
| Special Appropriations Financial Reporting Form showing how 2009-2010 county funds have been spent. |
| **Has your organization previously received funding from Dare County?** |
| **YES** | **NO** |
| **If yes to the above question, please indicate County Fiscal Year(s) and purpose for the current and four previous Fiscal Years.** |
| **What is the purpose of your organization?** |
What service/activities does your organization provide?

What other organizations (if any) provide services similar to yours? How do you coordinate service delivery with those organizations?

<table>
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<th>Number of full-time employees:</th>
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<td>Number of part-time employees:</td>
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<td>Amount of budgeted salaries and fringes (most recent budget):</td>
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<td>Are any employees paid a bonus? If yes, describe the bonus plan (qualification, amounts, etc....).</td>
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Does your organization use volunteers other than Board members? Provide estimated numbers and describe what services they perform.

Does the County provide any other assistance to your organization, such as office space or assistance from County personnel?
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<tr>
<th>REQUEST DESCRIPTION INFORMATION</th>
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<tr>
<td>Name of Event or Program:</td>
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<tr>
<td>Description of Event or Program:</td>
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<td>Amount Requested for the next two Fiscal Years:</td>
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<td>Other funding sources (grants, donations, other local governments, etc....):</td>
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<td>List plans for securing other funding and stability of that funding:</td>
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<td>Intended impact on community:</td>
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<td>Number of individuals will be served by your agency as a result of this request:</td>
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<td>Describe specific purpose for which County funds will be used:</td>
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DARE COUNTY, NORTH CAROLINA
SPECIAL APPROPRIATIONS
APPLICATION

SIGNATURES AND CONDITIONS

We certify that to the best of our knowledge the information provided in this application is accurate and complete and is endorsed by the organization that we represent. If our organization receives funding through the County, we agree to the conditions below.

SIGNATURE OF TWO SIGNING OFFICERS FROM THE BOARD OF DIRECTORS

| Signature: |  |
| Print Name: | Title: | Date: |

| Signature: |  |
| Print Name: | Title: | Date: |

CONDITIONS

1. The organization, after being awarded funding, will execute a contract with the County. Funding will not be paid until the contract has been executed.
2. After the event or upon the end of the fiscal year in which the program is held, the organization will complete a Financial Reporting form to show how County funds were actually spent.
DARE COUNTY, NORTH CAROLINA
Special Appropriations Financial Reporting Form

This form must be completed after the event or program is completed or after the AGENCY fiscal year in which the event or program occurred.

**Expenditure of County Funds**

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<th>Purpose/Object:</th>
<th>Per Application</th>
<th>Actual</th>
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Totals

**Sources of Funds**

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<th>Source:</th>
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Totals

Was the intended impact on the community achieved? Explain and include any available performance measures.
CONTRACT

NORTH CAROLINA
DARE COUNTY

This AGREEMENT made and entered into this 1st day of July, 2010, by and between Dare County, North Carolina, hereinafter referred to as the “COUNTY”, and ________________________________, hereinafter referred to as the “AGENCY”.

WITNESSETH:

WHEREAS, the AGENCY has requested certain funds from the COUNTY to carry out its programs and activities for ________________ (event or program); and

WHEREAS, in response to such request, the Board of County Commissioners has appropriated funds to support this purpose; said funds being derived from County funds, pass through grant funds or both; and

WHEREAS, it is desirable and necessary to enter into this AGREEMENT in order to set forth the terms and conditions for receiving said funds from the COUNTY.

NOW THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The AGENCY agrees to use the funds appropriated by the COUNTY in the manner and for the purposes as stated on the Special Appropriations Application form (“APPLICATION”) submitted to the COUNTY which is incorporated by reference into this AGREEMENT.

2. In consideration for the performance by the AGENCY of the services outlined on its APPLICATION, the COUNTY agrees to pay the AGENCY up to the amount of money authorized in the Dare County budget for the grant period. Payment of such amount shall generally be made quarterly by the COUNTY, after execution of this contract and after County receipt of the Financial Reporting Form for funding received in the previous fiscal year, if applicable.

3. If the AGENCY fails to perform its obligations under this AGREEMENT, or if the AGENCY shall violate any of the provisions of this AGREEMENT, the COUNTY shall have the right to terminate this Agreement by giving written notice to the AGENCY of such termination. In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COUNTY. The COUNTY shall then remit unexpended funds to the entity which allocated the funds. The AGENCY shall be fully liable to the COUNTY for improperly expended funds in the same amount as the COUNTY is found liable by the granting agency. (The last two sentences apply only to pass through grants.)

4. The AGENCY shall not assign any interest in this AGREEMENT and shall not transfer any interest in this AGREEMENT without prior written approval of the COUNTY.

5. In connection with the performance of this AGREEMENT, the AGENCY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.
6. The AGENCY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.

7. The AGENCY shall submit to the Dare County Finance Department the Financial Reporting Form - a status report of all program activities including a summary of the accomplishment of stated goals and objectives and showing how County funds were spent. Any COUNTY approved funds for the subsequent fiscal year will not be released until the Financial Reporting Form is submitted.

8. If COUNTY funding exceeds $100,000 the AGENCY shall have an annual audit of its financial records performed by an independent certified public accountant with a copy of such audit being submitted to the Dare County Finance Department. If COUNTY funding is less than $100,000 the AGENCY shall provide a financial report detailing expenditure of COUNTY funds. This report shall be approved by the AGENCY’s Board of Directors. The audit or financial report shall be submitted to the COUNTY no later than six months after the end of the AGENCY’s fiscal year in which the COUNTY funding was received. Further, the COUNTY shall be entitled to examine the financial records of the AGENCY at the COUNTY’s discretion. In the event that the audit or financial report, by the determination of the Dare County Finance Officer, shows any mismanagement of funds, the COUNTY shall have the option to terminate this agreement as provided in paragraph 3 above.

9. The AGENCY shall submit a copy of any required filing with the IRS for the fiscal year in which COUNTY funding was received, no later than six months after the end of that fiscal year end unless the AGENCY submits a copy of a filing for an extension to file IRS. If AGENCY files an extension, the IRS filing will be due within one month of the extension filing date.

10. All books and records shall be maintained by the AGENCY for a period of at least three years from the date of the final payment under this AGREEMENT and shall be made available for examination upon request during regular business hours of the AGENCY.

11. Meetings of the AGENCY’s Board of Directors, Advisory Board or Governing Board must be open to the public.

12. The organization will promptly notify the County Manager’s Office of any correspondence with State or federal granting agencies, the NC Department of Revenue or the Internal Revenue Service of any failures to file and/or pay any type of withholdings or taxes of any type kind of required reporting forms.

13. As a condition of receiving funds from Dare County, the AGENCY agrees to fully indemnify and hold harmless Dare County, its officers, agents and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this AGREEMENT.

14. The COUNTY is in no way responsible for the administration and supervision of the AGENCY’s officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.

15. This AGREEMENT may only be amended by written amendments mutually agreed upon by and between the COUNTY and AGENCY.
16. This AGREEMENT shall automatically renew for consecutive one-year periods upon annual submission of funding requests and annual appropriation of funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST

DARE COUNTY

_____________________   _________________________
Clerk to the Board    County Manager

AGENCY

_____________________   __________________________
Secretary     Chairman of Board

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

_____________________   ___________
Dare County Finance Officer  Date
Hatteras Recycle LLC Proposal for Reducing Tipping Fees

Description
Hatteras Recycle is a private company that provides house to house recycle collection for homes on Hatteras Island. Their recycle collection diverts approximately 425 tons of recycle material from going into the landfill. The tipping fee for disposing of recycle goods at Bay Disposal has dramatically increased to the point that Hatteras Recycle will have to shut down. If this happens, Dare County will have to dispose of this same 425 tons as trash at $73.15/ton or dispose of it as recycle material at $85/ton.
Hatteras Recycle has proposed that they will continue to provide service on Hatteras Island if Dare County would pay them $30/ton for disposal. At this rate, Dare County will save at least $43/ton.

Board Action Requested
Approve proposal to pay Hatteras Recycle $30/ton for disposal of recycle material

Item Presenter
Robert Outten
Golf Carts -- Martin's Point and Manns Harbor

Description
We have received two more requests for the operation of golf carts – one is from the Martin’s Point Homeowners Association and the second is from residents of Manns Harbor. Attached with this cover sheet is a map which depicts the State maintained roads in Manns Harbor. The roads in Martins Point are private roads but are patrolled by the Sheriff’s office. Although the roads in Martin’s Point are private, it seem prudent to add language to Chapter 100 so property owners and the Sheriff’s office are aware of right to use golf carts in the Martin’s Point residential areas. Chapter 100, Streets and Sidewalks, will need to be amended by the Board before golf carts can be operated in in either of these locations. It is my recommendation that a hearing on the matter be scheduled for January 22, 2019 at 5:30p.m. Draft changes to Chapter 100 are also attached.

Board Action Requested
Motion to schedule a public hearing at 5:30 p.m. on January 22, 2019 at 5:30 p.m.

Item Presenter
Donna Creef
Chapter 100   STREETS AND SIDEWALKS  (proposed language is underlined)

*Golf Carts on Streets and Roads in Specified Areas of Unincorporated Dare County.*

100.30   Operation of Golf Carts

a. Golf carts may be operated on all streets and roads in Hatteras village west of and including Austin Road and Austin Lane where the speed limit is 35 mph or less.

b. Golf carts may be operated on Bayview Drive and First Street in Stumpy Point village where the speed limit is 35 mph or less.

c. Golf carts may be operated in the Village of Avon on the following streets where the speed limit is 35 mph or less: a) Harbor Road west of North End Road and the streets connected to Harbor Road located west of North End Road; b) the following streets and the streets connected to the following streets: North End Road, McMullen Road, Reef Drive, Old Main Road and Williams Road.

d. Golf carts may be operated in Waves village in the St. Waves Subdivision on Sea Vista Court and Sea Vista Drive where the speed limit is 35 mph or less.

e. Golf carts may be operated in Buxton Village on the following streets where the Drive, Buxton Back Road, Dippin Vat Road, Cross Way Road, Lost Tree Trail, Rocky Rollinson Rd, Webb Lane, Middle Ridge Trail, Crooked Ridge Trail, and Light Plant speed limit is 35 mph or less: Old Lighthouse Road; Cape Point Way, Diamond Shoals Road.

f. Golf carts may be operated in Wanchese Village on the following streets where the speed limit is 35 mph or less:

(1) Baumtown Road

(2) Mill Landing Road and any street connected to Mill Landing Road

(3) Old Wharf Road and any street connected to Old Wharf Road

(4) Pugh Road and any street connected to Pugh Road

(5) ER Daniels Road and any street connected to ER Daniels Road

(6) Hooker Road and any street connected to Hooker Road

(7) Sawyer Road and any street connected to Sawyer Road

This does not include any private lanes or easements that are not dedicated to public use or assigned a NC or secondary road number.  (added November 19, 2018)

g. Golf carts may be operated in the residential sections of Martin’s Point Subdivision.
h. Golf carts may be operated on the following streets in Manns Harbor

(1.) Mashoes Road
(2.) Harbor Road
(3) Old Ferry Dock Road
(4) Preston Twiford Road
(5) Ina Waterfield Road
(6) Croatan Way
(7) Old Manns Harbor
(8) Highland Drive
(9) Shipyard Road
(10) Hassell Road

100.31 Definitions

A golf cart is defined for the purposes of this subchapter as a vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour. (Reference NCGS 20-4.01)

100.32 Age Restriction

No person less than the age of 16 may operate a golf cart on the streets of a specified area as authorized in subsection 100.30.

100.33 Hours of Operation

The operation of golf carts in those areas as specified in Subsection 100.30 shall be lawful during the hours of 7:00 a.m. to 5:00 p.m. eastern standard time and 6:00 a.m to 9:00 p.m. eastern (daylight) savings time until October 1 and from 6:00 a.m. to 8:00 p.m. until the end of eastern (daylight) savings time.

100.34 Method of Operation

All persons operating golf carts as authorized in subsection 100.30 shall do so in a responsible and safe manner and shall obey all traffic safety laws and traffic control signage.

100.35 Violations
Any person operating a golf cart in violation of this subsection shall be guilty of a Class 3 misdemeanor and shall be fined $50.00 for each violation.
Commercial Services Zoning District -- Review of Uses

Description
Last year, the Board considered a zoning text amendment to the Commercial Services district. During the review, the Board indicated some of the permitted/conditional uses needed to be reviewed for relevancy. The Planning Board has reviewed each of the permitted/conditional uses and has recommended some changes as detailed on the attached sheet. The CS district only applies in the Colington area. None of the recommendations would render any existing use non-conforming. Before any changes can be made to the CS district a public hearing is required. Should the Board wish to move forward with the changes, a hearing must be held. The first available date for a hearing is Tuesday January 22, 2019 at 5:30 p.m.

Board Action Requested
Schedule a public hearing on proposed revisions to CS district -- "I move that a public hearing on the proposed amendments to the CS district be scheduled for January 22, 2019 at 5:30 p.m.

Item Presenter
Donna Creef
### Commercial Services Use Review – Proposed Amendments

<table>
<thead>
<tr>
<th>Permitted Use</th>
<th>Recommended Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barber and beauty shops</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td>Marinas</td>
<td>Move to conditional use</td>
</tr>
<tr>
<td>Dry cleaning and laundry pick-up stations including laundromats</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td>Funeral Homes</td>
<td>Leave as permitted use but add “not to include crematoriums”</td>
</tr>
<tr>
<td>Parking lots</td>
<td>Delete</td>
</tr>
<tr>
<td>Radio and television broadcasting studios</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td>Shoe repairs</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td>Storage warehouses</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td>Boat building and storage</td>
<td>Move to conditional use</td>
</tr>
<tr>
<td>Public and private utility facility</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td>Automobile sales and service</td>
<td>Move to conditional use</td>
</tr>
<tr>
<td>Indoor recreation activities</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td>Building supply and equipment sales</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td>Plumbing supply and equipment sales</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td>Cabinet and woodworking shops</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td>Building contractors’ offices and storage</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td>Farm machinery supplies, sales and repairs</td>
<td>Delete from CS district</td>
</tr>
<tr>
<td>Mobile home or recreational vehicle displays and sales</td>
<td>Delete from CS district</td>
</tr>
<tr>
<td>Boat display and sales</td>
<td>Leave as permitted use, add language “no to include boat repair, boat motor repair”</td>
</tr>
<tr>
<td>County owned or leased facilities</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td>Fire stations, public and private schools and other public buildings</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td>Residential use in conjunction with a commercial use allowed as permitted or conditional use</td>
<td>Leave as permitted use</td>
</tr>
<tr>
<td><strong>Conditional Uses</strong></td>
<td><strong>Recommended Action</strong></td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>---------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Churches</td>
<td>Move to permitted use</td>
</tr>
<tr>
<td>Radio, television and other types of transmission</td>
<td>Leave as conditional use – add language “subject to the provisions of Section 22-29.2</td>
</tr>
<tr>
<td>Towers</td>
<td>Leave as conditional use – add language from C3 district “provided that no principal or accessory building shall be located within fifty-feet of a residential use or district, that there shall be no storage of wrecked or abandoned cars and that no portion of a service station building, equipment or gas pumps shall be within twenty-five feet of any right-of-way.”</td>
</tr>
</tbody>
</table>
Flood Map Update

Description
I will update the Board on the status of the flood map adoption process.

Board Action Requested
Instructions to staff to draft letters to our congressional representatives on flood map progress.

Item Presenter
Donna Creef
The update process for the Dare County flood maps continues. The maps have been revised to reflect the five property owner appeals that were filed during the appeal period. The 30-day comment period for the revised preliminary maps ended on December 30, 2018. Now we wait for FEMA to issue a letter of final determination. The letter of final determination will implement a six-month timeframe and an effective date for map adoption at the end of the six months. We have been advised by the State floodplain mapping office that FEMA will be issuing letters of final determination for several counties in North Carolina in April 2019. There is a chance that Dare County could be included in this group but the State is doubtful that FEMA can handle the workload if Dare is included. It is my recommendation that letters from Dare County be sent to our US Senators and Congressmen requesting their assistance to ensure Dare County is included in the release of final determinations in April.

As part of the map update, the Flood Damage Prevention Ordinance for Dare County will also need to be updated. I have been working with the local planners from the towns in reviewing the model ordinance provided by the State. Revisions specific to Dare County and its towns have been made to the model ordinance and I have submitted the draft Dare ordinance to the State for comments. The planners group has also drafted language for local elevation standards that would apply to Shaded X and X zones once the revised maps become effective. The planner group has invited the homebuilders to our February meeting to go over the details of the local elevation standards. A presentation on the local elevation standards will be placed on the Board’s agenda following this joint meeting of the planners and homebuilders.
NCDOT Right of Way & Temporary Construction Easements

Description
As part of NCDOT's Colington Road project, the agency seeks a Right of Way and Temporary Construction Easements at the County owned Water Tower site at 2077 Colington Road.

Attached are the following - - -
1. Plan map showing the Right of Way in red and the Temporary Construction Easements in yellow.
2. Tax information on the parcel
3. NCDOT documents related to the Right of Way & Temporary Construction Easements
4. Correspondence from the Water Department & Tax Appraisal Office indicating no issues with the request
5. Deed for the Right of Way

Board Action Requested
Approve the Right of Way & Temporary Construction Easements and authorize the County Manager to sign all necessary documents

Item Presenter
Robert Outten, County Manager
Good Afternoon Mr. Outten,

I was given your contact info by my colleague Tinnette Hales with O.R. Colan. I am working with her on the Colington Rd project and discovered that we had a parcel incorrectly identified as US Cellular when in fact it is owned by Dare County.

The parcel is 2077 Colington Rd and appears to be the site of a water tower as well as some utility buildings. The project is acquiring the following areas:

**Right of Way – 0.083 acres** along the Colington Rd frontage (potentially acquiring part or all of the following: miscellaneous landscaping, sign, fence, gravel and concrete driveways)

**2 Temporary Construction Easements – 0.019 acres**

The appraisal has been completed but I wanted to make sure and contact you first and let you know of the acquisition. Once the appraisal has been sent back to us I will forward the official offer to you so we can negotiate a settlement.

Please let me know if you have any questions and let me know if you would like to speak to the appraiser before he submits his report. Otherwise I will be in touch once an official offer is ready.

Best,

**Steven King, Right of Way Agent**
**O. R. Colan Associates, LLC**
7005 Shannon Willow Road, Suite 100, Charlotte, NC 28226
direct: 803-220-2107 x 7004 | mobile: 704-472-0711 | sking@orcolan.com
*Red highlighting indicates R/W
*Yellow highlighting indicated TCE
WBS Number: 41162.2.1
TIP/Parcel Number: R-5014 035
Owner's Name: Dare County
County of Dare, North Carolina

*Owner and Parcel information is based on current data on file and was last updated on May 18 2018

**Primary (100%) Owner Information:**
DARE COUNTY
MANTEO NC 27954

**Parcel Information:**
Parcel: 020229000 PIN: 987306384519
District: 03- COLINGTON
Subdivision: COLINGTON HARBOR SEC Q
LotBlkSect: LOT: 67-72 BLK: SEC: Q
Multiple Lots: -
PlatCabSlide: PL: 3 SL: 101 Units: 0
Deed Date: 03/29/1994
BkPg: 0922/0519
Parcel Status: EXEMPT

**Property Use:** COUNTY OF DARE

<table>
<thead>
<tr>
<th>BUILDING USE &amp; FEATURES</th>
<th>Tax Year Bldg Value: $138,500</th>
<th>Next Year Bldg Value: $138,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Use:</td>
<td>SERVICE SHOP OR FACILITY</td>
<td>Actual Year Built: 1995</td>
</tr>
<tr>
<td>Exterior Walls:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full Baths:</td>
<td>Half Baths:</td>
<td></td>
</tr>
<tr>
<td>Bedrooms:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heat-Fuel:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heat-Type:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Air Conditioning:</td>
<td>Finished sqft for building 1: 2500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Finished SqFt for all bldgs: 3284</td>
<td></td>
</tr>
</tbody>
</table>

Disclaimer: In instances where a dwelling contains unfinished living area, the square footage of that area is included in the total finished sqft on this record. However, the assessed value for finish has been removed.

<table>
<thead>
<tr>
<th>MISCELLANEOUS USE</th>
<th>Tax Year Misc Value: $712,900</th>
<th>Next Year Misc Value: $712,900</th>
</tr>
</thead>
<tbody>
<tr>
<td>Misc Bldg a: (AP6) FOUR SIDE OPEN BLDG Year Built: 1995 sqft: 1440</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc Bldg b: (RS1) FRAME UTILITY SHED Year Built: 1995 sqft: 384</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc Bldg c: (FN1) FENCE, CHAIN LINK Year Built: 1995 sqft: 6960</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc Bldg d: (TN1) TANK ELEVATED STEEL WATER 150' Year Built: 1985 sqft: 500000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Misc Bldg e: (AP6) FOUR SIDE OPEN BLDG Year Built: 2006 sqft: 1500</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LAND USE</th>
<th>Tax Year Land Value: $156,300</th>
<th>Next Year Land Value: $156,300</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land Description : 03-Commercial Village Primary</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL LAND AREA:** 84000 square feet

**Tax Year Total Value: $1,007,700**

*Values shown are on file as of May 18 2018*
North Carolina Department of Transportation-Right of Way Unit
REVIEW CERTIFICATION

TIP/Parcel No.: R-5014 035  WBS Element: 41162.2.1  County: Dare
Owner(s): Dare County  FedAid Project: STP-1217(6)

I HEREBY CERTIFY THAT, to the best of my knowledge and belief the facts and data reported by me and used in the review process are true and correct.

I understand that this estimate of value is to be used in connection with a highway project and/or NCDOT Real Estate transaction.

The analyses, opinions, and conclusions in this Review Report are limited only by the critical assumptions and limiting conditions stated in this Review Report and are my personal, unbiased professional analyses, opinions, and conclusions.

I have no direct or indirect, present or prospective interest in the subject property or in any benefit from the acquisition of the subject property and I have no personal interests or bias with respect to the parties involved.

I have ☐, have not ☑, performed ANY appraisal and ☐ other services as an appraiser or any other capacity, regarding the property that is the subject of this appraisal within the three year period immediately preceding acceptance of this assignment.

My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this Review Report.

My estimate of the value of all items which are Compensable under State law but not eligible for Federal Aid reimbursement is $ 0.

<table>
<thead>
<tr>
<th>Right Of Way</th>
<th>$ 10,775</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permanent Easements</td>
<td>$ 0</td>
</tr>
<tr>
<td>Temporary Easements</td>
<td>$ 750</td>
</tr>
<tr>
<td>Total Value of Land Acquired</td>
<td>$ 11,525</td>
</tr>
<tr>
<td>Value of Improvements Acquired</td>
<td>$ 4,300</td>
</tr>
<tr>
<td>Damage to Remainder</td>
<td>$ 0</td>
</tr>
<tr>
<td>Benefits to Remainder</td>
<td>$ 0</td>
</tr>
<tr>
<td>DIFFERENCE</td>
<td>$ 15,825</td>
</tr>
</tbody>
</table>

June 14, 2018
DATE OF CERTIFICATION

Un-Economic Remnant to the Owner is a Factor ☑ Yes ☐ No

Area  Acres  Amount $

Steven C. Saunders
REVIEW APPRAISER

FRM5-S
Revised: 2-3-15
North Carolina Department of Transportation-Right of Way Unit
Right of Way Transmittal Summary

TIP/Parcel No.: R-5014 035       WBS Element: 41162.2.1       County: Dare

1. Owner(s): Dare County
Address: 2077 Collington Road, Kill Devil Hills, NC 27948
Fed Aid Project: STP-1217(6)
Plan Sheet No.: 7       Survey Stations: SS 61+10 to SS 64+20, SL R

3. Land Area to be Acquired and Values:
   Right of Way: 0.083 AC X $129,800 X 100% = $ 10,775 (R)
   Temp Construction Easement (TCE): 0.019 AC X $129,800 X 30% = $ 750 (R)
   Drainage Easement: Temp □ Perm □
   Permanent Utility Easement (PUE): X $ = $
   Other: AUE: X $ = $
   Land: $ 11,525 (R)

4. Improvements to be Acquired and Values:
   Estimated Value of each Improvement to be acquired:
   Concrete driveway (270 SF) $ 625
   Gravel driveway (225 SF) $ 175
   Sign and lighting $ 2,500
   Vinyl fencing (175 LF) $ 1,000
   Improvements: $ 4,300
   Cost to Cure: 

5. Cost to Cure (Damage to Remainder)

6. Allocation:
   Value of Land to be Acquired: $ 11,525
   Value of Improvements to be Acquired:
   "Vinyl fencing is tenant owned and is to be allocated to “Single Landing Collington Corp."
   $ 4,300
   Cost-to-Cure (Damage to Remainder): $ 0
   Acquisition Total: $ 14,825 (owner)
   Cost to Cure: $ 1,000 (tenant)

7. Photograph and Sketch of Acquisition attached.
The property owner or owner's representative was contacted on February 15, 2018 and given the opportunity to accompany the Appraiser during the inspection of this parcel.
The parcel was inspected on February 22, 2018

---

Anthony L. Alderman
Specified Appraiser
Signed
June 13, 2018
Date

ROW  $ 10,775       Perm. Easements  $ 0       Temp. Easements  $ 750

FRM5-K
Revised: 7-10-2014

Approved By:

[Signature]

June 14, 2018
Date:
SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO: Dare County
954 Marshall C. Collins Drive
Manteo, NC 27954

DATE: 6/22/18
TO: Lessee, if Applicable

TIP/PARCEL NO.: R-5014
COUNTY: Dare
DESCRIPTION: SR 1217 (Collington Rd.) from Dead End to US 158 (Crawford Hwy) in Kill Devil Hills
WBS ELEMENT: 41162.2.1

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. Please retain this form as it contains pertinent income tax information.

Value of Right of Way to be Acquired $ 10,775.00
Value of Permanent Easements to be Acquired
Value of Temporary Easement (Rental of Land) to be Acquired $ 750.00
Value of Improvements to be Acquired $ 4,300.00
Damages, if any, to Remainder $
Benefits, if any, to Remainder $

TOTAL CONTINGENT OFFER $ 15,825.00

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned Improvements.

(A) Description of the land and effects of the acquisition
Subject property described in U682 Book 922, page 523, Dare County Registry, contains approximately 1,904 acres of which 0.005 acres is being acquired as right of way, leaving 1,899 acres remaining on the right with access to Collington Rd. Also being acquired is a temporary construction easement containing approximately 0.019 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:
Concrete Driveway ($625), Gravel Driveway ($175), Sign and lighting ($2,500)
Vinyl Fencing ($1,000) Tenant Owned - To be paid to Shingle Landing Collington Corporation

Provided there is sufficient time remaining in the project schedule, you may purchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an un-economic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: $ n/a

Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Dare County
on June 22, 2018 Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is 704-944-1401

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.

(Signed) Steven King - Right of Way Agent

FRM10-B
Revised 2/17/15
58
SUBSTITUTE FORM W-9

VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to ensure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP: ENTER YOUR LEGAL BUSINESS NAME

NAME: County of Dare

MAILING ADDRESS: STREET/PO BOX: PO BOX 1000
CITY, STATE, ZIP: Manteo, NC 27954

DBA / TRADE NAME (IF APPLICABLE):

BUSINESS DESIGNATION: ☐ INDIVIDUAL (use Social Security No.) ☐ SOLE PROPRIETOR (use SS No. or Fed ID
☐ CORPORATION (use Federal ID No.) ☐ PARTNERSHIP (use Federal ID No.)
☐ ESTATE/TRUST (use Federal ID no.) ☐ STATE OR LOCAL GOVT. (use Federal ID No.)
☐ OTHER / SPECIFY

SOCIAL SECURITY NO.

INDIVIDUAL / SOLE PROPRIETOR

FED. EMPLOYER IDENTIFICATION NO.

REMIT TO ADDRESS: STREET / PO BOX:
CITY, STATE, ZIP:

COMPLETE THIS SECTION WITH CHECK REMITTANCE ADDRESS AS IT APPEARS ON INVOICES.

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm’s group definition.

What is your firm’s ethnicity? ☐ Prefer Not to Answer ☐ African American ☐ Native American ☐ Caucasian American ☐ Asian American,
☐ Hispanic American ☐ Asian-Indian

What is your firm’s gender? ☐ Prefer Not to Answer ☐ Male ☐ Female

Disabled-Owned Business? ☐ Prefer Not to Answer ☐ Yes ☐ No

IRS Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (excluding a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at http://www.irs.gov/pub/irs-pdf/fw9.pdf.

Robert Outten
NAME (Print or Type)

County Manager
TITLE (Print or Type)

SIGNATURE (Typed or DocuSigned signatures will not be accepted)

DATE
PHONE NUMBER

EMAIL

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation
Fiscal/Commercial Accounts
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
Land Owner Disclaimer of Tenant Owned Improvements

TIP/PARCEL NO.: R-5014 035       WBS: 41162.2.1       COUNTY: Dare
DESCRIPTION: SR 1217 (Colington Road) from Dead End to US 158 (Croatan Hwy) in Kill Devil Hills

We, County of Dare

the undersigned owners of that certain real property known as TIP/Parcel No. R-5014 035
as shown on the aforementioned plans for said project on file in the offices of the Department of Transportation in Raleigh, North Carolina reference to which plans is hereby made for purposes of description of said property, said
property also being all of or a portion of the property described in a deed or deeds recorded in the Office of the
Register of Deeds of said County in Deed Book(s) and Page(s) 922/519

hereby disclaim all interest in and any compensation for the hereinafter described improvements located upon
said real property which are the property of Shingle Landing of Colington Corporation

lessee(s) under that certain lease agreement dated the n/a day of n/a , n/a by
and between the undersigned and said lessee(s).

IT IS UNDERSTOOD that the purpose of this disclaimer is to enable the North Carolina Department of
Transportation to compensate said lessee(s) for the acquisition of said improvements located on the property of
the undersigned and this disclaimer is without prejudice to the rights of the undersigned for compensation for the
acquisition of the property of the undersigned by the Department of Transportation except compensation for said
improvements of said lessee(s) located on the property of the undersigned, said improvements of said lessee(s)
being more particularly described as follows:

Portion of Vinyl Fence

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this the
_______ day of __________________, __________.

County of Dare

(SEAL) ______________________________ (SEAL) ______________________________

By: Robert Outten -- County Manager

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION

BY:

<table>
<thead>
<tr>
<th>STATE OF</th>
<th>North Carolina</th>
<th>COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td>I,</td>
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</tr>
</tbody>
</table>
| said County and State, do hereby certify that
| Robert Outten -- County Manager
| personally appeared before me this day and acknowledged the due execution of
| the foregoing instrument on behalf of the company.
| Witness my hand and official seal this the ________ day of
| ________________________, 20 ______ |
| Notary Public |
| My commission expires:             |

(Official Seal) 60
Fwd: NCDOT road improvement project: 2077 Colington Rd

Ken Flatt <kenf@darenc.com>
To: Robert Outten <outten@darenc.com>

Bobby,

There are no issues with the easement.

Ken

Ken Flatt
Utilities Director
Dare County Water Department
600 Mustian St, Kill Devil Hills, NC 27948
252.475.5606 phone
252.441-2239 fax
www.darenc.com

[Quoted text hidden]
NCDOT project - 2077 Colington Rd

Hosea Wilson <hosea.wilson@darenc.com>
To: Robert Outton <outten@darenc.com>

Wed, Dec 12, 2018 at 12:42 PM

Yes, I’m good with it. It’s a good appraisal and I can’t see any detriment to the use of the parcel by the conveyance of the RW.

Hosea E. Wilson, III, AAS
Assistant Assessor
Tax Appraisal Department
P.O. Box 1000, Manteo, NC 27954
252-475-5938 phone
www.darenc.com
DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Michelle A. Pittman CHECKED BY Steven Qing

The hereinafter described property ☑ Does ☒ Does not include the primary residence of the Grantor

RETURN TO:  Michelle A. Pittman Division One R/W Agent, NCDOT
            230 NC 42 West
            Ahoskie, NC 27910

NORTH CAROLINA TIP/PARCEL NUMBER: R-5014 035
COUNTY OF Dare WBS ELEMENT: 41102.1
TAX PARCEL: 0202290000 ROUTE: SR 1217 Collington Rd

THIS FEE SIMPLE DEED, made and entered into this the day of 2 1 0 8
by and between County of Dare
by
PO Box 1000
Manteo, NC 27954
hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of $14,325.00, agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Atlantic Township, Dare County, North Carolina, which is particularly described as follows:

Point of beginning being S 114°32'29.0" W, 188.840 feet from L. Sta 62+00 thence along a curve 131.113 feet and having a radius of 911.474 feet. The chord of said curve being on a bearing of N 8°42'56.8" W, a distance of 131.000 feet thence to a point on a bearing of N 8°34'50.5" W 131.076 feet thence to a point on a bearing of S 59°18'18.9" W 11.137 feet thence to a point on a bearing of S 4°34'30.5" E 44.020 feet thence to a point on a bearing of S 4°34'50.5" E 82.154 feet thence along a curve 132.551 feet and having a radius of 921.474 feet. The chord of said curve being on a bearing of S 8°42'56.8" E, a distance of 132.437 feet thence to a point on a bearing of S 12°49'21.1" E 26.049 feet thence to a point on a bearing of S 22°56'15.7" W 41.024 feet thence to a point on a bearing of N 66°31'44.2" E 37.695 feet thence to a point on a bearing of N 12°49'21.1" W 58.638 feet returning to the point and place of beginning. Having an area of 3619.453 Sqr feet being 0.083 acres.
COUNTY: Dare  WBS ELEMENT: 41162.2.1  TIP/PARCEL NO.: R-5014 035

IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

TCE Right
Point of beginning being S 24°29'20.9" W, 338,333 feet from -L- Sta 62+00 thence to a point on a bearing of N 68°51'44.2" E 122,976 feet thence to a point on a bearing of N 22°56'15.7" E 5,257 feet thence to a point on a bearing of S 69°22'24.9" W 103,865 feet thence to a point on a bearing of S 45°58'30.4" W 24,427 foot returning to the point and place of beginning. Having an area of 699,417 Sqr feet being 0.0164 acres.

TCE Right
Point of beginning being N 34°40'29.1" W, 79,773 feet from -L- Sta 62+00 thence to a point on a bearing of S 59°18'18.8" W 5,568 feet thence to a point on a bearing of S 4°34'50.5" E 16,589 feet thence to a point on a bearing of S 15°53'26.2" E 25,405 feet thence to a point on a bearing of N 4°34'50.5" W 44,028 feet returning to the point and place of beginning. Having an area of 151,473 Sqr feet being 0.003 acres.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

none

The property hereinafter described was acquired by the GRANTORS by instrument(s) recorded in the _____ Date _____ County Registry in Deed Book _____ Page _____ 519 _____.

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 41162.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 41162.2.1.

Dare County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law

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Page 2 of 3
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to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the
premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the
title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and
defend the title against the lawful claims of all persons whosoever except for the exceptions hereinafter
stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:
None

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has
caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be
hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is
accepted by an authorized agent of the Department of Transportation.

Dare County

By: Robert Outten – County Manager

(SEAL) (SEAL)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION By:

[Signature]

North Carolina, County

I, a Notary Public for County, North Carolina, do hereby certify that

Robert Outten, County Manager for Dare County

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

Notary Public
<table>
<thead>
<tr>
<th>COUNTY:</th>
<th>WBS ELEMENT:</th>
<th>TIP/PARCEL NO.:</th>
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<tbody>
<tr>
<td></td>
<td>41162 2.1</td>
<td>R-5014 035</td>
</tr>
</tbody>
</table>

(Official Seal)  My commission expires:  

North Carolina, ____________ County  

I, _______________, a Notary Public for ____________ County, North Carolina, 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 ________________, 20_____  

________________________  
Notary Public  

(Official Seal)  My commission expires:  

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66
Consulting Assistance For Legislative Issues

Description
The Board will discuss whether to retain a firm to provide consulting assistance on legislative issues impacting Dare County.

Attached is a proposal from McGuireWoods Consulting.

Board Action Requested
Discuss and take appropriate action

Item Presenter
Robert Outten, County Manager
December 20, 2018

Hon. Robert L. Woodard, Chairman
County of Dare Board of Commissioners
Post Office Box 1000
Manteo, NC 27954

Dear Mr. Chairman:

Thank you for the opportunity to represent Dare County. This letter constitutes the proposal of McGuireWoods Consulting LLC ("MWC") to represent Dare County, and, with your approval on behalf of the County, will constitute our agreement.

1. Nature and Scope of Representation: MWC will provide lobbying and government relations services to Dare County and agrees to represent the interests of the County, as directed by the County, before the North Carolina General Assembly.

2. Fees: MWC will provide the above-described services for a fixed fee of fifty thousand dollars ($50,000.00) to be paid monthly at a rate of five thousand dollars ($5,000.00) during the time period of January 1, 2019 through October 31, 2019.

3. Expenses: Dare County will be responsible for expenses MWC incurs in providing services under this Agreement, including lobbyist and principal registration fees, travel costs, express mail and other delivery services. Any secretarial or other administrative overtime expenses will be included in the fixed fee and will not be charged to Dare County.

4. Period of Agreement: The period of this Agreement will begin on January 1, 2019 and end on December 31, 2019.

5. Terms of Payment: The monthly fee described above will be due and payable on the first day of each month in which services are to be rendered. MWC will provide an invoice on or before the beginning of each month for the monthly fee. For any bill not paid within sixty (60) days after it is rendered, MWC reserves the right to impose a late charge of one and one-half percent (1.5%) per month from the date it is rendered. All bills will be in summary form showing in general terms the services provided.

6. Termination: This Agreement is subject to termination by either party upon thirty (30) days’ written notice, unless otherwise agreed to by the parties in writing. In the event of termination, MWC’s final bill for services performed through the effective date of termination will be on a prorated monthly basis based on the monthly fee unless the parties have otherwise agreed in writing.

7. Independent Contractor Status: MWC will serve as an independent contractor with the authority to control and direct the performance of the details of the services to be provided following appropriate consultation with you or your representatives.
8. **Confidentiality:** All discussions between Dare County representatives and MWC staff and the nature of our relationship will be kept confidential unless permission is expressly given by you or your representatives to disclose such information. Such confidentiality shall survive the termination or expiration of this Agreement.

9. **Lobbyist Registration:** The provision of government relations services in the State of North Carolina or with regard to federal entities and officials may require the registration of MWC personnel as lobbyists on behalf of Dare County. MWC will work with Dare County to determine if and when a lobbyist registration statement should be filed with the appropriate state or federal authority. Once filed with the appropriate state or federal authority, such registration statements are publicly available. Additionally, registration as a lobbyist on behalf of Dare County requires us to file disclosure statements describing the work undertaken on your behalf and the fees and expenses attributable to the lobbying activity. Dare County agrees to cooperate with providing any required information in order to timely file a registration statement, if applicable, and any resulting disclosure statement. The duty to cooperate with completing the required lobbying disclosure statements will survive the termination or expiration of this Agreement.

10. **Representative Clients:** From time to time, MWC may furnish a list of representative clients to prospective clients. The listing is by name alone and does not contain any confidential information gained in MWC’s representation of you. Additionally, any representation of Dare County by MWC that requires us to register as lobbyists with the State of North Carolina becomes public information upon the filing of such registration statements. Please inform me if you do not wish MWC to include you in a list of representative clients that is not otherwise publicly available.

11. **No Attorney-Client Relationship Established:** Please note that MWC is a wholly owned subsidiary of McGuireWoods LLP, a full-service law firm serving clients throughout the United States and around the world (“McGuireWoods law firm”). From time to time various lawyers at the McGuireWoods law firm provide non-legal services to MWC clients, but MWC does not provide legal services or advice, nor does this agreement include the provision of legal services by the McGuireWoods law firm or give rise to an attorney-client relationship with Dare County. No communications with anyone at the McGuireWoods law firm will be protected by the attorney-client privilege unless you hire the law firm to provide legal services. If legal services are desired, a separate engagement with the McGuireWoods law firm may be established; it is not necessary for a client to engage the McGuireWoods law firm in order to obtain MWC’s services, or vice versa.

12. **Conflicts of Interest:** By executing this Agreement, you acknowledge that you are not represented by the McGuireWoods law firm and you consent to the McGuireWoods law firm’s representation of other persons and entities on legal matters, including litigation, that may adversely affect your interests, directly or indirectly, but are unrelated to the specific representation you have asked MWC to undertake on your behalf. Additionally, you consent to MWC’s representation of other persons and entities on matters unrelated to the specific representation you have asked MWC to undertake on your behalf and that may adversely affect your interests, directly or indirectly.

13. **Limitation of Liability:** MWC’s maximum liability relating to services rendered under this agreement (whether in tort, contract, strict liability, or otherwise) shall be limited to the fees paid to MWC for the portions of its services giving rise to liability. In no event shall MWC be liable for any consequential, special, indirect, incidental, or punitive damages or expenses (including, without limitation, lost profits, opportunity costs, etc.) even if it has been advised of the possible existence of such damages. This provision shall survive the completion of this Agreement.
14. Amendment: Any amendment to this Agreement must be mutually agreed to in writing by both parties.

If the foregoing terms are agreeable to you, please sign below to indicate your approval of this Agreement on behalf of Dare County and return the signed version to me at hkaplan@mcguirewoods.com. If you do not return a signed Agreement but continue to instruct us on this engagement that will constitute your acceptance of these terms. We look forward to continuing to work with you.

Sincerely,

MCGUIREWOODS CONSULTING LLC

By: __________________________
    Harrison J. Kaplan
    Senior Advisor

Approved:

COUNTY OF DARE, BOARD OF COMMISSIONERS

By: __________________________
    Robert L. Woodard, Chairman

Date: ______________
Presentation of June 30, 2018 Audit Results and Comprehensive Annual Financial Report (CAFR)

Description

The results of the audit for the fiscal year ended June 30, 2018 and the CAFR will be presented by Bob Taylor, Partner with Potter & Company, and David Clawson, Finance Director.

Board Action Requested

None, report only.

Item Presenter

Bob Taylor, Potter & Company; David Clawson, Finance Director
Dare County Department of Health and Human Services  
Public Health Division  
Revision of Dare County Ordinance Chapter 91 Animals Section 91.033  
General Care and Tethering of Dogs

Description

A revision to the current Dare County ordinance is requested to more effectively address offenses that pertain to violations of Dare County Ordinance Chapter 91 Section 91.033 General Care and Tethering of Dogs following a public hearing relating to the same.

Board Action Requested

Adopt revised ordinance

Item Presenter

Sheila F. Davies, PhD
§ 91.033 GENERAL CARE AND TETHERING OF DOGS.

(A) It shall be unlawful for any person to restrain a dog using a chain, wire or other type of tethering device on vacant or unoccupied property.

(B) It shall be unlawful for any person to restrain a dog using a chain, wire or other type of tethering device except under the following conditions:

1. No person shall tether, fasten, chain, tie or restrain a dog, or cause such restraining of a dog, to a tree, fence, post, dog house, or other stationary object for more than a total of 3 hours in a 24-hour period.
2. During periods of tethering, any tethering device used shall be at least 10 feet in length and attached in such manner as to prevent strangulation or other injury to the dog and entanglement with objects. If a cable trolley system is used for tethering, the length of the cable along with the tethering device must be at least 10 feet in length and the dog must be able to move 10 feet away from the cable perpendicularly and be attached to the dog in such a manner to prevent strangulation or other injury to the dog and entanglement with objects.
3. The tether shall be connected to the dog by a body harness made of nylon or leather, not less than 1 inch in width and where the weight of the tethering device and the collar cannot exceed 10% of the dog's body weight.
4. No person shall tether a dog with a chain or wire or other device, or cause such attachment that does not terminate at both ends with a swivel.
5. No person shall tether with a chain or wire or other device to, or cause such attachment to, a head harness, choke-type collar or pronged collar to a dog.
6. Tethered dogs shall have access to adequate food, water, and shelter. This includes shelter from extreme heat or near freezing temperatures, flooding, tornadoes, thunderstorms, tropical storms and hurricanes.
7. Tethered dogs shall be at least 6 months of age. Puppies shall not be tethered. Tethered dogs shall not be sick or injured.
8. Tethering and restraint of dogs shall be allowed when actively engaged in organized and lawful animal activities including but not limited to hunting, obedience training, field and water training, law enforcement training, herding or shepherding of livestock, and/or in the pursuit of working or competing on those legal endeavors.

(C) A chain or rope is acceptable in the place of a leash when walking a dog as long as the dog has an appropriate collar or harness.

(D) Any person found in violation of the regulations described in this section shall be subject to the following fines:
(1) First offense: Subject to citation and $100 fine (if the dog is not spayed or neutered, the fine may be voided in lieu of the owner having the pet spayed or neutered by a veterinarian and providing to the animal control officer documented proof of such within 14 days).

(2) Second offense: Subject to a class 3 misdemeanor and fine of up to $500 and forfeiture of the dog to Dare County Animal Control.

(Adopted 5-15-2017)

The current language in the ordinance (highlighted above) will be replaced with the following:

(1) First Offense: If, after conducting an investigation, Animal Control determines there has been a violation, Animal Control shall explain Dare County Ordinance Section 91.033 General Care and Tethering of Dogs to dog owner in violation of said ordinance. Animal Control will issue a warning and the dog must be untethered immediately. Failure to comply with the order to immediately untether will constitute a second offense as set forth in paragraph D (2) of this section and the dog will be taken into the custody of Animal Control consistent therewith.

(2) Second Offense: Animal Control will take possession of the animal for a period of 14 days and the owner in violation of the ordinance may be charged with a class 3 misdemeanor and a fine will be imposed up to $500.00. During the 14 day period the animal will be housed at the Dare County Animal Shelter at the owner's expense and accommodation must be made to secure the pet without the need to tether and demonstrate to Animal Control that such accommodations have been made. In the event that the animal has not been spayed or neutered, the fine may be waived in lieu of the owner having the pet spayed or neutered by a veterinarian before end of the 14 day period. If, after 14 days, the owner is able to demonstrate to Animal Control that accommodations have been put in place to secure the dog in an appropriate manner without the need to tether, the dog will be returned to the owner. If said accommodations have not been made, the dog will become the property of Dare County Animal Control.
Consent Agenda

Description
1. Approval of Minutes (12.03.18)
2. NCDOT Colington Road Widening Project Agreement, Capital Project Ordinance and Budget Amendment
3. Emergency Management LEPC & HSGP Grants
4. Systel Statement of Work

Board Action Requested
Approval

Item Presenter
County Manager, Robert Outten
Approval of Minutes

Description
The Board of Commissioners will review and approve their previous Minutes, which follow this page.

Board Action Requested
Approve Previous Minutes

Item Presenter
County Manager, Robert Outten
MINUTES
DARE COUNTY BOARD OF COMMISSIONERS MEETING
Dare County Administration Building, Manteo, NC
9:00 a.m., December 3, 2018

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman
Rob Ross, Steve House, Jim Tobin, Danny Couch, Ervin Bateman

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten
Deputy County Manager/Finance Director, David Clawson
Public Information Officer, Dorothy Hester
Clerk to the Board, Gary Lee Gross

A full and complete account of the entire Board of Commissioners meeting is archived on a
video that is available for viewing on the Dare County website www.darenc.com.

Chairman Woodard called the meeting to order at 9:00 a.m. He invited Rev. Craig Peel to
share a prayer, and then he led the Pledge of Allegiance to the flag.

ITEM 1 – HOLIDAY MUSIC – MANTEO HIGH SCHOOL CHOIR
The Manteo High School Choir, under the direction of Becki Rea, performed several musical
selections as a gift of holiday music, which were well received by everyone at the meeting.

ITEM 2 – SWEARING IN CEREMONY (Att. #1)
The oath of office was administered to newly elected public officials including the Register of
Deeds and members of the Dare County Board of Commissioners. NC Representative
Beverly Boswell administered the oath of office to Register of Deeds Cheryl House. Clerk to
the Board, Gary Lee Gross, administered the oath of office to Commissioner Jim Tobin
(District 1), Commissioner Rob Ross (District 2), and Ervin Bateman (District 5).

ITEM 3 – ELECTION OF CHAIRMAN (Att. #2)
Gary Lee Gross, Clerk to the Board, conducted the election. He explained that no second
would be necessary for a nomination and four votes would be required to win election.

NOMINATION
Commissioner Ross nominated Commissioner Woodard for Chairman.
There were no other nominations.
VOTE: AYES – Seven votes by a show of hands
Commissioner Woodard was re-elected Chairman by unanimous vote.
ITEM 4 – ELECTION OF VICE CHAIRMAN  (Att. #3)
Newly re-elected Chairman Woodard conducted the election of Vice Chairman.

**Nomination**
Commissioner Bateman nominated Commissioner Overman.
There were no other nominations.

**Vote:** AYES – Seven votes by a show of hands
Commissioner Overman was re-elected Vice Chairman by unanimous vote.

RECESS:  9:31 a.m. – 9:41 a.m.

ITEM 5 – OPENING REMARKS – CHAIRMAN’S UPDATE
Following is a brief outline of the items mentioned by Chairman Woodard during his opening remarks, which can be viewed in their entirety in a video on the Dare County website –

- Asked for a moment of silence in honor of former President George H.W. Bush.
- Shared a thank you note from recently retired Commissioner Jack Shea.
- On behalf of the Governor, presented the Order of the Long Leaf Pine to Dr. Walter Holton and thanked him for his service to the community.
- Chairman Woodard summarized a joint letter with Nags Head Mayor Ben Cahoon opposing the recent federal announcement about allowing seismic testing in the Atlantic Ocean. He promised to keep exerting pressure at every level on this important issue.
- Presented the published Annual Report from the Department of Health & Human Services.
- The Chairman, along with Health & Human Services Director Sheila Davies, honored soon to be retiring Environmental Health Supervisor Jack Flythe for his 33 years of service.

ITEM 6 – PRESENTATION OF COUNTY SERVICE PINS
1) Jennifer Peele, Public Health Division, received a 10-year pin.
2) Kim Whitehurst, Emergency Medical Services, received a 15-year pin.
3) Elizabeth Twine, Public Health Division, received a 20-year pin.

ITEM 7 – EMPLOYEE OF THE MONTH – DECEMBER 2018
Claudia Neal received the Employee of the Month award from Tammy Reber who described the many ways that Ms. Neal is an asset to the Social Services Division.

ITEM 8 – PUBLIC COMMENTS
The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a brief summary of citizen remarks, which can be viewed in their entirety in a video on the Dare County website –

The following comments were made in Manteo –

1. Spottswood Graves provided information about the upcoming Dr. Martin Luther King, Jr. celebration on Saturday, January 12, 2019 and invited everyone to attend and share a meal together. He noted that Chairman Woodard will be the featured speaker.

There were no comments made in Buxton –

Dare County Board of Commissioners – December 3, 2018
ITEM 9 – RESOLUTION ADDRESSING PROBLEMS WITH E-CIGARETTES  (Att. #4)
Sheila Davies, on behalf of the Health and Human Services Board, asked Commissioners to approve a resolution asking the North Carolina Legislature to address the problems that are associated with the increased use of e-cigarettes by young people. She outlined the dangers associated with flavored products that are being targeted to youth. Ms. Davies also thanked Vice Chairman Overman and the Saving Lives Task Force for supporting this issue.

MOTION
Vice Chairman Overman motioned to adopt the resolution as presented.
Commissioner Tobin seconded the motion.
VOTE: AYES unanimous

ITEM 10 – CONSENT AGENDA
The Manager announced the items as they were visually displayed in the meeting room.

MOTION
Commissioner Ross motioned to approve the Consent Agenda:
1) Approval of Minutes (11.19.18)  (Att. #5)
2) Resolution to Convey Personal Property to The College of the Albemarle  (Att. #6)
Commissioner House seconded the motion.
VOTE: AYES unanimous

ITEM 11 – BOARD APPOINTMENTS
1) Board of Equalization and Review
Vice Chairman Overman motioned to reappoint Nelson “Skip” Jones, Jonathan Waddill, Jeffrey Scott, Terry Gore, and Charles Evans
Commissioner Couch seconded the motion.
VOTE: AYES unanimous

2) Community Child Protection Team & Child Fatality Prevention Team
Vice Chairman Overman motioned to appoint Beth Storie.
Commissioner Tobin and Commissioner House seconded the motion.
VOTE: AYES unanimous

3) Special Motor Vehicle Valuation Review Board
Vice Chairman Overman motioned to reappoint Danny Couch, Dock Sawyer, David Light.
Commissioner House seconded the motion.
VOTE: AYES unanimous

4) Upcoming Board Appointments
The upcoming Board appointments for January, February, and March were announced.

ITEM 12 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS
Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety in a video on the Dare County website. Following is a brief summary outline of the items mentioned by Commissioners during this segment –
Commissioner Tobin
- Commended the Dare County Cooperative Extension Master Gardener Program on receiving an International Master Gardener Search for Excellence Award.
- Reported on his recent trip to New Orleans to meet with firms regarding the design of the County’s dredge vessel. He explained that it was a positive and productive trip.
- Welcomed Commissioner Ervin Bateman to the Board of Commissioners.
- Provided an update on conditions at Oregon Inlet and gave a status report on the dredge vessel “Currituck” that recently encountered motor trouble while traveling to Dare County.

Commissioner Ross
- Extended a welcome to newly elected Commissioner Ervin Bateman.
- Mentioned a series of upcoming community events during December including the Nags Head Law Enforcement Luncheon, the Juvenile Crime Prevention Council Holiday Luncheon, Wright Brothers Flyover Celebration, and the return of the Candy Bomber.
- Reported on the recent opening of PORT Health Services clinic in Hatteras Village.
- Noted that Trillium Health Resources will be working closely with the County on significant changes that are associated with the upcoming Medicaid transformation.
- Commented on the Record of Decision that is expected soon for the Mid-Currituck Bridge, which will clear the way for construction work to begin.
- Commissioner Ross asked the Board to appoint Howard Swain to the remaining term on the County’s open At-Large seat on the Albemarle Commission, which has one year remaining. He noted that Mr. Swain is highly qualified. Chairman Woodard added that he knows Mr. Swain and supports this appointment.

**MOTION**
Commissioner House motioned to appoint Howard Swain to the remaining term on the County’s open At-Large seat on the Albemarle Commission.

VOTE: AYES unanimous

Commissioner House
- Welcomed Commissioner Ervin Bateman to the Board of Commissioners.
- Expressed condolences to the family of President George H.W. Bush.
- Thanked retiring Environmental Health Supervisor Jack Flythe for his service.
- Recognized Nags Head Fire Chief Kevin Zorc, who retired this week.
- Noted that the General Assembly is in session in Raleigh and outlined funds being made available to help people recover from hurricane damage.
- Wished everyone a Merry Christmas and a safe and Happy New Year.

Vice Chairman Overman
- Congratulated the service pin recipients and the Employee of the Month.
- Said Jack Flythe will be missed when he retires as the Environmental Health Supervisor.
- Thanked Dr. Walter Holton for his many years of service to the community.
- Commended Kitty Hawk Elementary School on receiving national recognition as a School of Excellence.
- Reported that good progress is being made to establish a Recovery Court in Dare County.
• Thanked PORT Services on beginning operations in Hatteras Village.
• Mentioned the grand opening of the new site for the Employee Wellness Clinic.
• Extended a welcome to newly seated Commissioner Ervin Bateman.
• Thanked Commissioners for their vote of confidence in reelecting him as Vice Chairman.
• Wished everyone a Merry Christmas and a Happy New Year.

Commissioner Bateman
• Said he feels fortunate to serve as a Dare County Commissioner and pledged that he will do his best to add to the greatness of the Board.
• Reported on the recent PORT Services opening in Hatteras and explained why it is important to have resources close at hand when someone is ready to reach out for help.
• Noted that all his dealings with retiring Environmental Health Supervisor Jack Flythe have been very professional.
• Expressed the upmost of respect for the service of Dr. Walter Holton.
• Chairman Woodard thanked Commissioner Bateman for working with Vice Chairman Overman in developing a Recovery Court for Dare County.

Commissioner Couch
• Noted that he served with Dr. Walter Holton on the Board of Education and said he appreciated Dr. Holton’s countywide perspective on educational issues.
• Invited everyone to Hatteras on Saturday, December 8 for the annual Christmas parade.
• Thanked the Manteo High School Choir for their wonderful musical performance today.

Chairman Woodard
• Thanked Commissioners for their vote of confidence in reelecting him as Chairman. He added that he looks forward to working with everyone in the coming year.
• Voiced excitement about Commissioner Ervin Bateman joining the Board.
• Congratulated Commissioner Tobin and Commissioner Ross on taking their oath of office.
• Extended best wishes to Cheryl House as the new Register of Deeds for Dare County.
• Wished everyone a Merry Christmas and a prosperous and Happy New Year.

MANAGER’S/ATTORNEY’S BUSINESS

1. Congratulated Commissioners Tobin, Ross, and Bateman on each taking their oath of office today and said staff is here to assist them in serving the people of Dare County.

2. The County Manager outlined a need to change language in the County’s tethering ordinance in order to give latitude and flexibility to those who enforce the regulations. He noted that the proposed changes have been vetted by the Sheriff and the SPCA. He said although a Public Hearing is not required, he recommended that the Board consider scheduling a Public Hearing to seek community input.

MOTION
Commissioner Ross motioned to set a Public Hearing for January 7, 2019 on the proposed changes to the tethering ordinance.
Commissioner House and Vice Chairman Overman seconded the motion.
VOTE: AYES unanimous
3. Mr. Outten reported on discussions that have occurred with Town of Manteo officials about possibly working together on a proposed Manteo Town Commons Project at the site of the old Dare County Administration. He asked for approval to move forward in working with the Town prior to demolition of any County-owned structures at the site.

MOTION
Vice Chairman Overman and Commissioner Couch motioned to authorize the County Manager to work with the Town of Manteo as outlined.
Commissioner House seconded the motion.
VOTE: AYES unanimous

Public Information Officer Dorothy Hester announced that Chairman Woodard will be giving his 2018 Year in Review report at a special Chamber of Commerce breakfast at Captain George’s Restaurant at 8:00 a.m., on Wednesday, January 16, 2019.

Finance Director David Clawson gave Commissioners an update on meetings with FEMA regarding eligibility for storm reimbursement. He also announced that Dare County’s annual audit was submitted on time last week. The County Manager noted that Mr. Clawson and his staff deserve kudos for meeting the audit deadline, which many jurisdictions throughout the State are unable to do.

ITEM 13 – CLOSED SESSION
The County Manager asked for a Closed Session pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the County in order to preserve the attorney-client privilege including the matter of Dare County v PCL Civil Constructors, Inc.; and pursuant to NCGS 143-318.11(a)(5) to instruct County staff, or negotiating agents, concerning the position to be taken by or on behalf of the County in negotiating the price and other material terms of a contract or proposed contract, for the acquisition of real property by purchase, option, exchange, or lease in the matter of Buxton Harbor and the matter of the Old Kellogg Supply Building; and to approve the minutes of the last Closed Session.

MOTION
Commissioner Woodard motioned to go into Closed Session pursuant to the provisions of the North Carolina General Statutes cited by the County Manager.
Vice Chairman Overman and Commissioner House seconded the motion.
VOTE: AYES unanimous

At 11:20 a.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 12:35 p.m. and Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes and gave guidance to the County Attorney on real property matters at Buxton Harbor and the Old Kellogg Supply Building. He then advised that PCL Civil Constructors has agreed to a $350,000 settlement with the County regarding the power outage on Hatteras Island, which was discussed in Closed Session and recommended for approval in open session by the Board.

MOTION
Commissioner Tobin motioned to accept the PCL settlement offer of $350,000.
Vice Chairman Overman seconded the motion.
VOTE: AYES unanimous
Commissioner Couch asked the Board for a letter of support to have the Graveyard of the Atlantic Museum included in the State’s budget. He said they seek $1.5 M in the upcoming budget cycle and outlined the importance of this funding for the Hatteras Village museum. Commissioner Tobin noted that the Monitor National Marine Sanctuary has items to be displayed and obtaining State funding would help make a controlled environment possible.

**MOTION**
Commissioner Couch motioned to authorize a letter from the Chairman seeking State funding for the Graveyard of the Atlantic Museum.
Vice Chairman Overman seconded the motion.
VOTE: AYES unanimous

At the conclusion of the meeting, Chairman Woodard asked for a motion to adjourn.

**MOTION**
Commissioner House motioned to adjourn the meeting.
Commissioner Bateman seconded the motion.
VOTE: AYES unanimous

At 12:47 p.m., the Board of Commissioners adjourned until 9:00 a.m., January 7, 2019.

Respectfully submitted,

[SEAL]

By: ______________________________
Gary Lee Gross, Clerk to the Board

APPROVED: By: ______________________________
Robert Woodard, Chairman
Dare County Board of Commissioners
Description
The NC DOT Utility Construction Agreement, associated with the Colington Road (SR 1217) requires the Dare County Water Department to relocate approximately 16,000 feet of water lines along the project. NC DOT shall pay the non-betterment cost to relocate the existing water lines at their expense under our right-of-way agreement with NC DOT (NC General Statue 136-27.1). Dare County water is taking this opportunity to replace approximately 14,650 feet of 8 inch asbestos-cement pipe with 12 inch PVC pipe. Dare County will agree to pay the betterment cost between the eight inch and 12 inch pipe at an estimated costs of $310,044.47. The increase in pipe size was recommended by the consulting engineer during construction Colington Pump Station and Elevated Tank in 1993. The increase in pipe size will increase water pumping efficiency and improve fire flows in the Colington area. Surplus water funds can be utilized to fund the betterment cost.

Board Action Requested
Approval of Utility Construction Agreement and Capital Project Ordinance

Item Presenter
Ken Flatt
BE IT ORDAINED by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is adopted:

Section 1  The project authorized is the Colington Road Widening Betterment Project as approved by the Board on 1/7/2019.

Section 2  The following budget shall be conducted within the Water Capital Projects Fund (fund #38).

Section 3  The following amounts are appropriated for the projects:

<table>
<thead>
<tr>
<th>Project</th>
<th>Code Numbers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Colington Road Betterment</td>
<td>385815-737010-38051</td>
<td>$310,045</td>
</tr>
</tbody>
</table>

Section 4  The following revenues are anticipated to be available to complete the projects:

<table>
<thead>
<tr>
<th>Revenue Description</th>
<th>Code Numbers</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transfer from Water Fund</td>
<td>383040-473600-38049</td>
<td>$310,045</td>
</tr>
</tbody>
</table>

Section 5  The Finance Officer is directed to report the financial status of the project as a part of the normal monthly reporting process.

Section 6  Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to the Board of Commissioners.

__________________________________________
County Manager          Date
**DARE COUNTY**

**BUDGET AMENDMENT**

**F/Y 2018-2019**

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>CODE</th>
<th>INCREASE</th>
<th>DECREASE</th>
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</thead>
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<tr>
<td><strong>Department:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water Fund</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Appropriated fund balance - Extension &amp; Replacement</td>
<td>363800 499900 38051</td>
<td>$310,045</td>
<td></td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transfer to Water Capital Projects Fund</td>
<td>364815 590138 38051</td>
<td>$310,045</td>
<td></td>
</tr>
</tbody>
</table>

**Explanation:**
Colington Road betterment project

**Approved by:**

Board of Commissioners: ____________________________ Date: __________
County Manager: ____________________________ Date: __________

(sign in red)

**Finance only:**

Date entered: __________ Entered by: __________ Reference number: __________
NORTH CAROLINA
DARE COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 12/4/2018

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: R-5014

AND

WBS Elements: 4162.3.1

DARE COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Dare County, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-5014, in Dare County, said plans consists of operational safety improvements on SR 1217 (Collington Road) from dead end to US 158 (Crocket Highway) in Kill Devil Hills; Dare County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the County for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

1. The Department shall place provisions in the construction contract for Project R-5014, Dare County, for the contractor to adjust and relocate water lines. The County will reimburse the Department for the Betterment costs of upgrading the existing 8" water line to a proposed 12" water line.

2. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

Agreement ID # 8333
3. The County shall be responsible for the Betterment costs of $310,044.47 as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The County shall reimburse the Department for said costs as follows:

A. Upon completion of the highway work, the Department shall submit an Itemized invoice to the County for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.

B. Reimbursement shall be made by the County in one final payment within sixty (60) days of said invoice.

C. If the County does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.

D. Said interest rate shall be set upon final execution of the Agreement by the Department. The County will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.

E. Any cost incurred due to additional utility work requested by the County after award of the construction contract, shall be solely the responsibility of the County. The County shall reimburse the Department 100% of the additional utility cost.

4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the County shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the County shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the County shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the County upon completion of construction of the project and its acceptance by the Department from its contractor unless the County notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.

5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.

Agreement ID # 8333
A. The County obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

6. By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor’s Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).
IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

I.S. ATTEST: DARE COUNTY
BY: ____________________________ BY: ____________________________
TITLE: __________________________ TITLE: ____________________________
DATE: __________________________

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by __________________________ of the local governing body of the Dare County as attested to by the signature of Clerk of said governing body on __________________________ (Date)

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

(SEAL) (FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:
Dare County

DEPARTMENT OF TRANSPORTATION
BY: __________________________
(CHIEF ENGINEER)
DATE: __________________________

APPROVED BY BOARD OF TRANSPORTATION ITEM 0: __________________________ (Date)

Agreement ID # 8333
### Exhibit B

**Roadway Items Participating**

<table>
<thead>
<tr>
<th>Type</th>
<th>Item Number</th>
<th>Section</th>
<th>Units</th>
<th>Item</th>
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<tr>
<td>D</td>
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<td>TCN</td>
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<td>FOUNDATION CONDITIONING GEO-TEXTILE</td>
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<tr>
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<td>634</td>
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<td>ASPHALT PLANT MIX, PAVEMENT REPAIR</td>
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<td>648</td>
<td>SY</td>
<td>8&quot; CONCRETE DRIVEWAY</td>
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<tr>
<td>P</td>
<td>1500500000-E</td>
<td>1505</td>
<td>CY</td>
<td>CLASS B CONCRETE FOR ECASING UTILITY LINES</td>
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<td>U</td>
<td>7830200000-E</td>
<td>1510</td>
<td>LF</td>
<td>2&quot; WATER LINE</td>
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<tr>
<td>U</td>
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<td>1510</td>
<td>LF</td>
<td>6&quot; WATER LINE</td>
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<tr>
<td>U</td>
<td>7830200000-E</td>
<td>1510</td>
<td>LF</td>
<td>8&quot; WATER LINE</td>
</tr>
<tr>
<td>U</td>
<td>7830200000-E</td>
<td>1510</td>
<td>LF</td>
<td>12&quot; WATER LINE</td>
</tr>
<tr>
<td>U</td>
<td>7830200000-E</td>
<td>1510</td>
<td>LB</td>
<td>DUCTILE IRON WATER PIPE FITTINGS</td>
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<td>U</td>
<td>7830200000-E</td>
<td>1510</td>
<td>EA</td>
<td>2&quot; VALVE</td>
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<td>1510</td>
<td>EA</td>
<td>6&quot; VALVE</td>
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<td>1510</td>
<td>EA</td>
<td>8&quot; VALVE</td>
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<td>12&quot; VALVE</td>
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<td>1510</td>
<td>EA</td>
<td>RELOCATE FIRE HYDRANT</td>
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<td>7830200000-N</td>
<td>1510</td>
<td>EA</td>
<td>ABANDON 8&quot; UTILITY PIPE</td>
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<td>1510</td>
<td>EA</td>
<td>REMOVE WATER METER</td>
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<tr>
<td>U</td>
<td>7830200000-N</td>
<td>1510</td>
<td>LF</td>
<td>REMOVE FIRE HYDRANT</td>
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<tr>
<td>U</td>
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<td>LF</td>
<td>GENERIC UTILITY PIPE (POLYETHYLENE ENCASEMENT PIPE)</td>
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<td>C</td>
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<td>425</td>
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<td>REINFORCING STEEL (CRADLE)</td>
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**Roadway Items Oparating (Dare County Water)**

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<tr>
<th>Type</th>
<th>Item Number</th>
<th>Section</th>
<th>Units</th>
<th>Item</th>
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<td>LF</td>
<td>12&quot; WATER LINE</td>
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<td>U</td>
<td>5950000000-E</td>
<td>1510</td>
<td>LF</td>
<td>12&quot; VALVE</td>
</tr>
<tr>
<td>U</td>
<td>5950000000-E</td>
<td>1510</td>
<td>LB</td>
<td>DUCTILE IRON FITTINGS</td>
</tr>
<tr>
<td>U</td>
<td>5950000000-E</td>
<td>1510</td>
<td>LF</td>
<td>24&quot; ENCASEMENT PIPE</td>
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<tr>
<td>U</td>
<td>5950000000-E</td>
<td>1540</td>
<td>EA</td>
<td>INTERCONNECTION METER VAULT</td>
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**Safety Improvements**

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<th>Quantity</th>
<th>Unit Price</th>
<th>Cost</th>
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<tr>
<td>1</td>
<td>1000</td>
<td>1000</td>
</tr>
</tbody>
</table>

**Total NCDOT Cost** $2,035,265.44

---

**Dare County Water Cost** $320,044.47
Revise the 2018 Standard Specifications as follows:

Page 15-1, Sub-article 1500-2 Cooperation with the Utility Owner, paragraph 2:
add the following sentences:

"The utility owner is Dare County. The contact person is Patrick Irwin and he can be reached by phone at (252) 475-5603."

Page 15-2, Sub-article 1500-5 Relation of Water Mains to Sewers:
Add the following sentences after line 9:

"There shall be a minimum of 12" vertical separation between water mains and storm drain lines. If the water main is under the storm drain, the water main shall be covered with unopened bags of concrete mix. One bag shall be placed on the water main centered under the storm drain and one bag shall be placed on each side of the centered bag. There shall be a minimum of 24" horizontal separation between water mains and storm drain lines."

Page 15-2, Sub-article 1500-7 Submittals and Records:
Add the following sentences after line 25:

"Product Data: Submit data on all pipe materials, pipe fittings, valves and accessories. Manufacturer's Installation Instructions: Submit special procedures required to install Products specified. Manufacturer's Certificate: Certify that products meet or exceed specifications.

Submit product data for steel casing pipe and pipe supports.

For disinfecting water lines, submit procedures, proposed chemicals, and treatment levels for review."

Page 15-2, Sub-article 1500-7 Submittals and Records:
Add the following sentences after line 35:

"Record location and depth of cover for pipe runs, valves, tees, and other fittings. Identify and
describe variations to drawings and discovery of unidentified buried objects. Provide color photographs for all tee and valve connections and fire hydrant assemblies taken prior to placing any backfill. Photographs shall be numbered and keyed to the appropriate location on the as-built drawings. For abandoned utilities, indicate removal termination point for underground utilities on record documents. For encasement pipe, record actual locations of casing, carrier pipe, and invert elevations. Record locations of all air release valves.”

Page 15-2, Sub-article 1500-9 Placing Pipelines into Service:
Replace last paragraph with the following:

“Schedule and notify owners and customers in advance of any interruptions of water service with ample time to make arrangements. Limit interruption of service to water customers to no more than 6 hours. Provide temporary connections as needed to maintain service. Obtain approval from Dare County prior to placing a new water line into service. Use backflow prevention assemblies for temporary connections to isolate new water lines from existing water line. A representative from Dare County will witness all tests performed on their water facilities.”

Page 15-2, Sub-article 1500-9 Placing Pipelines into Service:
Add the following provisions related to planned service interruptions:

“Coordination of temporary interruptions to water services shall be the responsibility of the Contractor. The Contractor shall schedule a coordination meeting with the Department, Engineer, and Dare County Water Department a minimum of three (3) business days prior to any planned service interruption and prior to any notices being issued. The purpose of this coordination meeting is to ensure that the Contractor has a good understanding of the requirements related to the proposed outage, verify that there are no utility conflicts, discuss any necessary contingency plans, and all equipment, materials, tools, and all other incidentals necessary to complete the work are on the project site in good working order. Should, for any reason, the Department and/or Dare County deem that the Contractor is not prepared for the proposed outage, the outage notifications will not be distributed and the outage shall be postponed a minimum of two (2) weeks. The Department will provide written notification to the Contractor of this decision. No additional contract time will be granted for this delay.

The duration of the service interruption shall be coordinated with the utility owner and the Engineer. Service interruptions to residents shall be limited to no more than six (6) hours at any given time. If the service interruption is anticipated to exceed six (6) hours, temporary service shall be provided. The Contractor shall provide all the necessary equipment and materials for temporary service. The notifications shall describe the work to be undertaken and approximate dates of the work. The text of the notifications shall be approved by the Department and Dare County in advance. The Contractor shall furnish a copy of the notification to the Engineer each time such notification is issued to the residents.

Whenever the property owner’s use of the water must be interrupted by the Work, the Contractor shall notify the residents a minimum of 48 hours prior to service interruption. This notification shall be accomplished with door hanger notification cards placed at the addresses of the affected residents. Property owners shall be informed when service interruption takes place and the
expected duration. The Contractor shall make every effort to minimize inconvenience to the public and property owners.

The Contractor shall complete the required work and restore water service within the given time period for the outage. The Engineer reserves the right to cancel or postpone the outage at any time, for any reason."

Add the following provisions for furnishing pressurized, temporary water service:

"Provide and maintain pressurized, temporary water supply to all services connected to water mains that must be depressurized and/or interrupted for any reason related to the Work including cut in construction and ties in. The only exception to this requirement is the performance of emergency repair and if the planned interruption of service is expected to last less than six consecutive hours. Provide temporary water supply if the interruption extends past six consecutive hours.

Maintain and operate temporary water supply until completion of required disinfection and flushing procedures and, receipt of confirmation of acceptable bacteriological test results for the section of water main that was interrupted or as otherwise directed by Engineer.

The Contractor shall submit a detailed temporary water layout plan to the Engineer prior to the planned outage. The Contractor will be responsible for furnishing, installing, maintaining and removing all temporary water lines during the course of the work. All costs associated this item shall be incidental for the work that is needed for.

The temporary lines shall be leak free and installed in a neat and orderly fashion. The Contractor shall be responsible for protection of the temporary line and shall provide the personnel necessary to immediately respond to all water line breaks, leaks, and outages associated with the project. A 24-hour "hotline" shall be established for Dare County to call when a problem arises with the temporary water system. Any leaks on the temporary water service lines shall be repaired immediately. The Contractor shall also take all necessary precautions to protect the temporary water system from freezing and shall include freezing protection procedures in the temporary water layout plan.

The Contractor shall connect the temporary water system directly to the customer's meter, utilizing all appropriate fittings. This may necessitate the meter being placed outside of the meter box. During weather that may result in the meter and/or temporary service lines freezing, the Contractor shall take all reasonable precautions (i.e., covering the meter with dirt) to prevent the meter and/or temporary bypass lines from freezing. Fire protection must be maintained at all times during construction. Temporary fire hydrants must meet the approval of the applicable Fire Department, prior to their use.

Prior to installing any temporary service lines, the Contractor shall verify the need for such lines, especially on streets with multiple water mains. Any costs incurred by installing temporary water lines that are not needed shall be at the Contractor's expense.
Backflow prevention measures will be required when the temporary water system is serving any commercial businesses. Backflow prevention measures will not be necessary when the temporary water system is only serving residential homes. Where backflow prevention is required, the system shall be installed in accordance with the Dare County Cross Connection Control Plan and the Rules Governing Public Water Systems as found in Title 15a, Subchapter 18c of the North Carolina Administrative Code.

Restrained joint PVC piping will be allowed if properly placed so as to prevent its damage by traffic. All temporary service pipe crossing streets and/or commercial driveways must cross in a fashion that will not create a traffic hazard. Boring or punching may be required when crossing streets with high traffic volume or higher speeds. Temporary piping crossing sidewalks or wheelchair access ramps must be ramped or buried. Any temporary water lines crossing a driveway shall be covered with a rubber ramp or bituminous cold patch provided by the Contractor. When temporary paving is used to ramp temporary services lines, it must be compacted by a roller or compaction device to minimize tracking. The Contractor is to maintain ramps and patches to ensure access by public. Piping must be buried when so directed by Engineer. All temporary water piping connected to fire hydrants shall be constructed in such a manner that if necessary, can be easily removed so the fire hydrant can be used for firefighting purposes with minimal effort. All such connections to the fire hydrants must be compatible with applicable Fire Department requirements for each fire hydrant outlet used. Where fire hydrants cannot be used or are not available, the Contractor shall make below ground taps for bypass connections.

Direct connections to the existing water system will not be allowed until chlorination is complete and each section of temporary line, including service lines, has passed bacteriological and turbidity testing. All dead-end temporary services lines shall be equipped with a temporary blow-off.

Temporary service lines longer than 750 linear feet must have a supply at each end. Temporary service lines must have a main line shut off valve at least every 500 feet. Fire protection must be maintained at all times during construction.

Upon activation of the newly relocated or installed pipe, the Contractor shall remove all temporary service lines and shall leave all streets, sidewalks, and adjacent properties in a condition of equal or better than original. Prior to installing the meter and connecting the customer to the new main, the existing service line shall be thoroughly flushed to remove any deposits collected during the work.

The pipe, hoses, and other materials which are to be furnished by the Contractor for use as temporary service pipe shall be clean, water tight and fully adequate to withstand the existing pressure and all other conditions of use and shall be approved by Engineer. Care shall be exercised throughout the installation of all temporary pipe and service fittings to avoid any possible contaminations of any mains or services.

All piping utilized in the temporary water system shall be NSF Standard 61 certified for use in potable water applications or FDA CFR 177.2600 approved, for use in contact with food articles, if such use is approved by NC DENR. The Contractor may utilize PVC pipe only if the pipe is equipped with restrained joints.

10/31/2018
Page 15-3, Sub-article 1505-3 Construction Methods:
add the following sentences:

"(G) Water Control: Provide groundwater control and removal as appropriate for the method of excavation and installation. Remove the groundwater using an engineered dewatering system provided in the design submittal. Keep surface waters out of the excavation and pits.
ENGINEERED: Where this term is used for dewatering systems, it shall mean a standard product or packaged system that has been designed and engineered by the manufacturer. Where the Contractor elects to use a system of his own design, he shall submit the design signed and sealed by a North Carolina Professional Engineer."

Page 15-4, Sub-article 1505-3 (F) Construction Methods, Backfilling:
Replace lines 35 and 36 with the following sentence

"Backfill water utility pipes in accordance with Article 300-7 and compact each layer to a density equal to at least 98% in accordance with AASHTO T99"

Page 15-5, Sub-article 1510-2 Materials:
Add the following sentence after line 37:

"At all locations where pressure piping is installed and at lateral locations, non-ferrous or ferrous materials, the contractor shall install a continuous length of solid copper wire, on top and parallel to the pipe terminating to each valve box and meter box. Tracer wire shall be pro-line safety products or county approved equal."

Page 15-6, Sub-article 1510-2 Materials:
Replace lines 1 and 2 with the following sentences:

"The contractor shall install acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, continuous buried 12 inches below finish grade, 3 inches wide and 4 mils thick minimum, blue, continuously inscribed with the text "Caution – Water Line Buried Below", with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 2'-6" deep. Tape shall be Alarmtape by Paul Potter Associates, Detectatapc by Allen Systems, Inc., Terra Tape by Griffolyn Co., Inc., or approved equal."

Page 15-6, Sub-article 1510-2 Materials:
Add the following sentence after line 4:

"Coat buried steel rods, bolts, lugs and brackets with coal tar coating before backfilling."

Page 15-6, Sub-article 1510-2 Materials:
Add the following provisions:

"All gate valves, 2" and larger, shall be resilient seated wedge type, iron body and bronze mounted. All gate valves shall open by turning in a counterclockwise direction. All operating nuts, hand
wheels and chain wheels shall have the direction of opening cast on them. Gate valves shall be of the mechanical joint type and the non-rising stem type. All gate valves shall be manufactured by the American-Darling Co., Mueller Co., M&H Valve, Dresser, Clow, Kennedy Valve Co., or equal.

Tapping sleeves and valves shall be suitable for wet installation without interrupting water service in any manner. Tapping sleeves shall be fully gasketed wrap around tapping sleeve. The sleeve body shall be 18-8 stainless steel. The bolts and nuts shall be 18-8 stainless steel. The gasket shall be gridded virgin GPR compounded for water service in accordance with ASTM D2000-80M 4AA607. The outlet gasket shall be Buna-N. The flange shall be ductile iron. The tapping sleeve shall be fitted with a female ¾" NPT test port and supplied with a ¾" 18-8 stainless steel plug with square head. Tapping valves shall be “O” ring type with mechanical joint and conforming to AWWA C509 non-rising stem construction. Inlet flange end shall be Class 125 (ASME B16.1).

All existing and proposed water services (if listed as a hazard); dedicated fire lines; irrigation lines; and private distribution systems must be provided with a backflow prevention in accordance with the Dare County Cross Connection Control Plan and the Rules Governing Public Water Systems as found in Title 15A, Subchapter 18C of the North Carolina Administrative Code.

Fire hydrants shall be of the compression or gate type and shall be Waterous WB67 5-1/4" VO pacer with ALPHA connection, or alternate approved by dare county. All hydrants shall have a bronze to bronze main valve assembly. The hydrant shall have two 2-1/2" hose nozzles with caps and one 4-1/2" steamer connection conforming to the Dare County Water System Standards. Threads on nozzles and caps and operating nuts shall conform to National Standard Threads. Hydrants shall open by turning counterclockwise and shall be so marked. The hydrant main valve shall meet or exceed the flow requirements of AWWA C-502 and shall be at least 5-1/4" in diameter and the hydrant elbow shall be a 6" ALPHA connection end. Elbow shall have interior coated with minimum 4 miles thickness epoxy in accordance with AWWA C550. The hydrant barrel shall be of such length to provide a minimum of 3’6” of bury. All hydrants shall be traffic models with breakable safety sleeve stem coupling with ss stem coupling pins. Hydrants shall be designed for a 300 psi test pressure and a 150 psi working pressure. All hydrants shall be factory primed and finish painted. Final color of the hydrant body and bonnet shall be rustoleum enamel or equal "safety red". All hydrants shall be repainted by the contractor.

Contractor shall install at all hydrant locations a reflective hydrant marker, Stimpsonite Model 88AB or approved equal, two-way blue reflector in centerline of pavement perpendicular to hydrant location using e-bond epoxy adhesive 1240/1241 per manufacturer's specifications.

Page 15-6, Sub-article 1510-3 (A) Construction Methods, General:
Add the following sentences:

“Install pipe to have bearing along entire length of pipe. Excavate bell holes to permit proper joint installation.”

“Install pipe using a pipe joint lubricant (soap) that meets the requirements of NSF 61.”
Page 15-6, Sub-article 1515-3 (B) Construction Methods, Testing and Sterilization:
Add the following sentences:

"Conduct concurrent hydrostatic pressure and leakage tests, in the presence of the County Engineering Department, in accordance with AWWA C600. Slowly bring piping to test pressure and allow system to stabilize prior to conducting leakage test. Do not open or close valves at differential pressures above rated pressure."

Page 15-8, Sub-article 1515-3 (D) Construction Methods, Fire Hydrants:
Add the following sentences:

"Provide support blocking and drainage gravel; do not block drain hole. After hydrostatic testing, flush hydrants and check for proper drainage.

"Paint hydrants in accordance with local color scheme."

Page 15-8, Sub-article 1515-3 (D) Construction Methods, Fire Hydrants:
Replace lines 42-44 with the following sentences:

"Connect fire hydrants to the main with a 6 inch valve and branch line having at least as much cover as the distribution main. Set hydrants plumb with the pumper nozzle facing the roadway and set hydrants with centerline of pumper nozzle 18 inches above finished grade and safety flange not more than 6 inches nor less than 2 inches above grade."
STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

UTILITY CONSTRUCTION PLANS
DARE COUNTY

LOCATION: SR 1217 (COLINGTON RD.) FROM COLINGTON DRIVE TO BERMUDA BAY BOULEVARD

TYPE OF WORK: WATER LINE RELOCATION

EXHIBIT A

60% PLANS

Bien. 1. VICINITY MAP

BETTERMENT AGREEMENT PLANS

Preliminary Plans

[Map and schematic details]

WATER AND SEWER OWNERS ON PROJECT
(A) WATER - DARE COUNTY WATER DEPT

PREPARED BY THE OFFICE OF

CDM Smith

DAVID SMITH - PROJECT ENGINEER
JOHN SMITH - PROJECT MANAGER
ROBERT SMITH - PROJECT DESIGNER

DIVISION OF HIGHWAYS UTILITIES UNIT

IN THE NAME OF GOD: AMEN
### PROPOSED WATER SYMBOLS

- **Water Line (Sized as Shown)**
- **115° Degree Bend**
- **120° Degree Bend**
- **45° Degree Bend**
- **90° Degree Bend**
- **Plug**
- **Tee**
- **Cross**
- **Reducer**
- **Gate Valve**
- **Butterfly Valve**
- **Tapping Valve**
- **Line Stop**
- **Line Stop with Bypass**
- **Blow Off**
- **Fire Hydrant**
- **Relocate Fire Hydrant**
- **Remove Fire Hydrant**
- **Water Meter**
- **Relocate Water Meter**
- **Remove Water Meter**
- **Water Pump Station**
- **HR2 Backflow Preventer**
- **DCV Backflow Preventer**
- **Relocate HR2 Backflow Preventer**
- **Relocate DCV Backflow Preventer**

### PROPOSED MISCELLANEOUS UTILITIES SYMBOLS

- **Power Pole**
- **Telephone Pole**
- **Joint Use Pole**
- **Telephone Pedestal**
- **Utility Line by Others**
  - (Type as Shown)
- **Transmission Tower**
- **Foundation Fluid**
- **Encasement by Open Cut**
- **Encasement**

### EXISTING UTILITIES SYMBOLS

- **Underground Power Line**
- **Underground Telephone Cable**
- **Underground Telephone Conduit**
- **Underground Fiber Optics Telephone Cable**
- **Underground TV Cable**
- **Underground Fiber Optics TV Cable**
- **Underground Gas Pipeline**
- **Abandoned Gas Pipeline**
- **Underground Water Line**
- **Abandoned Water Line**
- **Underground Gravity Sanitary Sewer Line**
- **Abandoned Gravity Sanitary Sewer Line**
- **Underground SE Force Main Line**
- **Underground Unknown Utility Line**
- **Blue Test Hole**
- **Water Meter**
- **Water Valve**
- **Fire Hydrant**
- **Sanitary Sewer Cleanout**

*For Existing Utilities
- Utility Line Drawn from Record (Type as Shown)
- Designated Utility Line (Type as Shown)
UTILITY CONSTRUCTION

GENERAL NOTES:


2. THE EXISTING WATER UTILITIES ARE OWNED BY DARE COUNTY.

3. ALL WATER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES.

4. ALL WATER SUPPLY SECTIONS, ALL EWER LINES TO BE INSTALLED WITHIN COMPLIANCE OF THE RULES AND REGULATIONS OF THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY, DIVISION OF WATER RESOURCES, WATER QUALITY SECTION. PERFORM ALL WORK IN ACCORDANCE WITH THE APPLICABLE PLUMBING CODES.

5. THE UTILITY OWNERS OWN THE EXISTING UTILITY FACILITIES AND WILL OWN THE NEW UTILITY FACILITIES AFTER ACCEPTANCE BY THE DEPARTMENT. THE DEPARTMENT OWNS THE CONSTRUCTION CONTRACT AND HAS ADMINISTRATIVE AUTHORITY.

6. THE PLANS DETAIL THE BEST AVAILABLE INFORMATION FOR THE LOCATION, SIZE, AND TYPE OF MATERIAL FOR ALL EXISTING UTILITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE INVESTIGATIONS AND DETERMINE THE EXACT LOCATION, SIZE, AND TYPE OF MATERIAL OF THE EXISTING FACILITIES AS NECESSARY FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES AND FOR AVOIDING DAMAGE TO EXISTING FACILITIES. REPAIR ANY DAMAGE INCURRED TO EXISTING FACILITIES TO THE ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE DEPARTMENT.

7. MAKE SMALL MODIFICATIONS TO THE NEW WORK TO THE EXISTING SYSTEM WHERE INDICATED ON THE PLANS, AS REQUIRED TO FULFILL THE ACTUAL CONDITIONS, AS DIRECTED.

8. MAKE CONNECTIONS BETWEEN EXISTING AND PROPOSED UTILITIES AT TIMES MOST CONVENIENT TO THE PUBLIC. WITHOUT ENDANGERING THE UTILITY SERVICE, AND IN ACCORDANCE WITH THE UTILITY OWNERS' REQUIREMENTS, MAKE CONNECTIONS ON WEEKDAYS, AT NIGHT, AND ON HOLIDAYS IF NECESSARY. NO ADDITIONAL COST TO THE DEPARTMENT OR OWNER.

9. ALL UTILITY MATERIALS SHALL BE APPROVED PRIOR TO DELIVERY TO THE PROJECT, SEE 1200-7 SUBMITTALS AND RECORDS IN SECTION 1002 OF THE STANDARD SPECIFICATIONS.

10. GEOLOGICAL, BORING INFORMATION AND LEVEL, SUBSURFACE UTILITY ENGINEERING (SUB) INFORMATION ARE AVAILABLE UPON REQUEST.

PROJECT SPECIFIC NOTES:

1. DARE COUNTY WATER DEPARTMENT SHALL BE NOTIFIED 72 HOURS PRIOR TO ANY CONSTRUCTION, TIE-INS, OR TESTING OF WATER LINES.

2. CONTRACTOR SHALL NOT OPERATE ANY EXISTING VALVES. CONTRACTOR SHALL COORDINATE WITH OWNER TO HAVE EXISTING VALVES OPENED/CLOSED.

3. THE UTILITY CONTRACTOR SHALL PROVIDE THE DARE COUNTY WATER DEPARTMENT WITH MATERIAL SUBMITTALS AND SHOP DRAWINGS FOR ALL PROPOSED MATERIALS PRIOR TO THE CONSTRUCTION OF ANY WATER LINE AND ASSOCIATED WATER SERVICES IN DARE COUNTY.

4. THE EXISTING 8" AC WATER LINES ON THE SOUTH SIDE OF COLSTON ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATER LINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATER LINE AND TO MAINTAIN SERVICE DURING CONSTRUCTION.

5. AFTER COMPLETION OF THE PROPOSED 12" PVC WATER LINE, THE EXISTING 8" AC WATER LINES IT TO BE RENOVATED IN PLACE AND FILLED WITH MASH WITHOUT UP TO STA. 41+05 TO STA. 211+05.

6. WORK ON OR TO ASBESTOS CEMENT (AC) PIPE SHALL BE DONE IN ACCORDANCE WITH ALL STATE AND FEDERAL REGULATIONS. DISPOSAL OF AC PIPE SHALL BE AT A PERMITTED FACILITY AS REQUIRED BY NC LAW.

7. UNLESS OTHERWISE INDICATED ON THESE DRAWINGS, THE CONTRACTOR SHALL SUSTAIN IN THEIR PLACES AND PROTECT FROM DIRECT OR INDIRECT DAMAGE ALL PIPES, CONDUIT, TRACKS, UTILITY POLES, GUIDE RAILS, SIGN POLES, WALLS, FOUNDATIONS, BUILDINGS, AND OTHER STRUCTURES OR PROPERTY IN THE GRowed, OR THAT MAY ARISE IN THE TRENCH. PIPES AND UNDERGROUND CONDUITS EXPOSED AS A RESULT OF THE CONTRACTOR'S OPERATIONS SHALL BE ADEQUATELY SUPPORTED ALONG THEIR ENTIRE EXPOSED LENGTHS.

8. THE CONTRACTOR SHALL KEEP STREETS OPEN TO AT LEAST ONE LANE OF TRAFFIC AT ALL TIMES AND SMALL MAINTAIN ACCESS TO EACH BUSINESS OR RESIDENCE ADJACENT TO THE WORK. A MINIMUM OF 10 FEET OF PAVEMENT WIDTH SHALL REMAIN IN PLACE AT ALL TIMES FOR ONE LANE plus SAFETY BARRIERS AND EMERGENCY VEHICLE ACCESS.
UTILITY CONSTRUCTION

PROJECT SPECIFIC NOTES, CONTINUED:

9. Unless otherwise noted, all proposed water lines shall be 12" C900 PVC, pressure class 20 or 12 rated for at least 250 psi. PVC pipe joints shall be flush type welding balls made as an integral part of the pipe.

10. Water line piping joint deflection shall be limited to 7% of the manufacturer’s allowable deflection.

11. All fittings shall be ductile iron mechanical joint, class 250, AWWA C110 or AWWA C113.

12. All fitting and valve installations on transmission and distribution piping shall have restrained joints. Refer to the restrained joint detail on Sheet UC-38 for restrained joint lengths.

13. Connections to existing water line to be restrained by thrust collars. See detail A on Sheet UC-38.

14. Steel embedded pipe is to be installed by open cut.

15. All water main pipe shall be installed with a minimum depth of three (3) feet of cover. Installation shall provide continuous positive slope to air release valves or fire hydrants shown on the drawings. Points shall be positioned at high points where possible. Locations and number of air release valves are shown for bedding purposes. The contractor is responsible for placing air release valves at all high points. If the high point is near fire hydrant, based on the installed profile, including additional high points created by the contractor.

16. Maintain minimum 15” vertical separation between transverse crossings of the proposed water main and all sewer lines.

17. All valves on water mains, including hydrant laterals, shall open in the left direction throughout the entire system.

18. Open ends of pipe shall be secured with water tight plugs at the end of each work day to prevent contamination.

19. All water lines are to be pressure tested, chlorinated, and checked for bacteria in accordance with Dare County’s standard specifications and models regulations.

20. Connections to existing water main shall be made at times of low demand and coordinated with the owner. All such work shall be performed in the presence of the owner, and the contractor shall give at least 72 hours notice to all parties concerned prior to beginning work. All water mains shall be tested, cleaned, and disinfected in accordance with Dare County’s standard specifications prior to connecting new services or existing mains.

21. For all tee, tees, crossings, or valves, contractor shall verify all existing pipeline elevations, locations, diameters, and materials prior to shop drawing submittals, notifying the owner of any conflicts or discrepancies. The contractor shall arrange and coordinate meetings prior to scheduled shut downs and connections.

22. Water and sewer laterals serving residences and businesses are shown in approximate locations. Contractor shall verify actual location and record on record drawings. Contractor is warned that not all laterals or services are shown. Contractor is to protect or replace laterals as shown on prints.

23. Locations and number of water services are shown for bidding purposes. Actual service installation will be determined in the field either by the general locations shown or directed by the engineer. Record all service locations on the record drawings.

24. "Trenchless long service connections" shall be installed by a NCDOT approved trenchless method.

25. Profile does not show existing parallel utilities. Only known existing utility crossings are shown. Contractor is responsible for locating all existing utilities prior to commencement of construction.

26. The utility contractor shall provide the Dare County Water Department with a set of red line drawings identifying the complete water system installed for the project. The red line drawings shall identify the materials, pipe sizes, and approximate depths of the water lines as well as the Dare County valves, fire hydrants, water meters, blowoff assemblies and all associated appurtenances for all water lines. The red line drawings shall clearly identify any deviations from the NCDOT approved plans.

27. Return to Dare County water department any existing valves or hydrants that are removed or are being used during construction. The contractor shall protect the valves and hydrants from direct or indirect damage during removal, temporary storage, and while transporting them to the owner.

28. Unless otherwise noted, all existing water line is assumed to be asbestos cement (AC). Connections to AC pipe are to be made with a transition coupling manufactured by Hadco Industries or approved equal. Transition couplings are not required and should not be installed if at all possible. The contractor shall ensure that all connections with ductile iron or PVC pipe, unless approved by the engineer, are made.

29. All valve locations and blow off units shall be marked with a concrete valve marker with a metal coin in top showing valve size, distance, and direction.

30. The contractor shall coordinate the final location of each fire hydrant with Dare County.
PVC PIPE, RESTRIITED NOTE:

1. THIS SCHEDULE SHALL BE UTILIZED ON ALL PVC PIPE.

2. ADJUSTMENTS TO PIPE MATERIALS AND PRESSURES REQUIRED TO CORRECT FOR VARIOUS FACTORS SUCH AS DENSITY, ELEVATION, ETC. SHALL BE MADE IN ACCORDANCE WITH階

3. SIZES OF VALVES AND JOINTS SHALL BE RESTRICTED TO 4 INCHES.

4. THE TOTAL LENGTH BETWEEN JOINTS OF PVC PIPE SHALL BE RESTRICTED TO 100 FEET.

5. JOINTS BETWEEN PVC PIPE AND OTHER METAL PIPE SHALL BE DOORS AND VALVES.

6. PVC PIPE RESTRIITED JOINT SCHEDULE

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THrust COLLAR SCHEDULE

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NOTE: T.D. = Thrust Only
NOTE:
1. THE EXISTING 8" AC WATER LINE ON THE SOUTH SIDE OF COLLETON ROAD IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATER LINE DURING CONSTRUCTION.
2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AC WATERLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH STONE FROM 11" STA. 41+83 TO 11" STA. 21+69, PER THE SPECIAL PROVISIONS SECTION OF THE SPECIFICATIONS.
3. ALL PROPOSED WATERLINES FROM SHALL BE 12" PVC.
4. ALL CAST IRON COOLED JOINTS SHALL BE SADDLE IRON.
5. REFER TO THE RESTRIKED JUCTION DETAIL ON SHEET UD-3F FOR RESTRIKED JOINT LENGTH.
6. ELAVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3 FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY LOCATION OF THE EXISTING WATERLINE PRIOR TO WORKING ABOVE GRADE.
7. 3" RUBBER INSERT FLEX SHOULDER IS TO BE INSTALLED BY CONTRACTOR.
8. CONNECTION TO EXIST. WATERLINE TO BE RESTRIKED BY THRU COLLARS, SEE DETAIL B ON SHEET UD-3G.
NOTE:
1. THE EXISTING 6" PVC WATERLINE, ON THE SOUTH SIDE OF THE PROPOSED NEW WATERLINE, WILL BE RESTRANDED FOR THE DURATION OF THE WATERLINE CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 6" PVC WATERLINE IS TO BE ABANDONED 21' FROM THE END OF THE NEW WATERLINE AND FILLED WITH DIRT AND COVERED WITH GRASS OR SELF-Sealing FILL. THE CONTRACTOR IS RESPONSIBLE FOR THE SPECIAL PROVISIONS SECTION OF THIS SPECIFICATION.
3. ALL PROPOSED WATERLINE FROM SHALL BE 12" PVC PVC.
4. ALL FITTINGS SHALL BE DUCTILE IRON.
5. REFER TO THE RESTRAINING JOINT DETAIL ON SHEET UC-39 FOR RESTRAINING JOINT DETAILS.
6. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3'-0" ABOVE GRADE. WATERLINES SHALL BE VERIFIED FOR LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO COMMENCING THE CONSTRUCTION.
7. STEEL ENCLOSURE MUST BE INSTALLED BY OPEN CUT.
8. CONNECTIONS TO EXISTING WATERLINES TO BE RESTAINED BY THRUHDR DOLLARS SEE DETAIL 8 SHEET UC-30.
1. THE EXISTING 8" AG WATERRLINE, ON THE SOUTH SIDE, OF COLMAN ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 10" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.

2. AFTER COMPLETION OF THE PROPOSED 12" PVC WATERLINE, THE EXISTING 8" AG WATERRLINE IS TO BE ABANDONED IN PLACE AND FILLED WITH GRIT FROM -41- ST. 14'-23-" TO -41- ST. 14'-23-" EIGHT PER THE SPECIAL PROVISIONS SECTION 50-.'

3. THE SPECIAL PROVISIONS SECTION 50-.'

4. ALL PIPE FITTINGS SHALL BE STEEL.

5. REFER TO THE DETAIL ON SHEET UC-3P FOR RESTRAINING JOINT LENGTHS.

6. ELEVATION OF EXISTING WATERRLINE ARE ASSUMED TO BE 3 FEET BELOW EXISTING GRADE. THE CONTRACTOR SHALL LEVEL AND GRADE THE EXISTING WATERLINE FROM TO 8. PROVIDE 2 PVC FITTINGS OF 10'-9" ON SHEET UC-3P.

7. STEEL ENHANCEMENT PCP IS TO BE INSTALLED BY OPEN DUT.

8. CONNECTIONS TO EXISTING WATERLINE TO BE RESTRAINED BY TIGHTEN COLLARS. SEE DETAIL ON SHEET UC-3P.
NOTE:
1. THE EXISTING 8" AC WATERLINE, ON THE SOUTH SIDE OF COLLISION ROAD, IS TO REMAIN IN SERVICE DURING THE CONSTRUCTION OF THE PROPOSED 12" PVC WATERLINE. THE CONTRACTOR IS RESPONSIBLE TO PROTECT THE EXISTING WATERLINE DURING CONSTRUCTION.
2. THE PROPOSED 12" PVC WATERLINE WILL BE ABANDONED TOrts PLACE AND FILLED WITH STRIPPING FROM L STA, 41+40 TO L STA, 51+99, PER THE SPECIAL PROVISIONS SECTION OF THE SPECIFICATIONS.
3. ALL PROPOSED WATERLINE FROM SHALL BE 12" HDPE PVC.
4. ALL PIPE FITTINGS SHALL BE ABANDONED.
5. REFER TO THE RESTRAINED JOINT DETAIL ON SHEET UC-30.
6. ELEVATION OF EXISTING WATERLINES ARE ASSUMED TO BE 3 FEET BELOW EXISTING GRADE. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE EXISTING WATERLINE PRIOR TO MAKING THE CONNECTION.
7. STEEL ENGAGEMENT PIPE IS TO BE INSTALLED BY OPEN CUT.
8. CONSTRUCTIONS TO EXISTING WATERLINES TO BE RESTRAINED BY THRUSS COLLARS. SEE DETAIL S ON SHEET UC-30.

ABANDON 44' OF 8" UTILITY PIPE
EXIST 8" WATER LINE
SEE NOTES 1 & 2
EXIST 4" GAS LINE CROSSING
-H.L.S- STA. 26+09.20
PROP. 1"-11/16" BEND
-H.L.S- STA. 25+40.41
EXIST 8" GAS LINE CROSSING
-H.L.S- STA. 26+09.20
PROP. 12'-80'-BEND
-H.L.S- STA. 27+04.61
PROP. 12'-11/16" BEND
-H.L.S- STA. 28+48.80
PROP. 12'-VALVE
-H.L.S- STA. 28+13.63
CONNCT TO EXIST 12" PVC WATER LINE
WITH 12'-11/16" TEE
-H.L.S- STA. 28+25.63
L STA. 21+45.99, 06.32' RT
Emergency Management LEPC & HSGP Grants

Description
Submitted to account from Emergency Management grants received outside the budget cycle. All grants are 100% reimbursable with no matching funds required. The Local Emergency Planning Committee (LEPC) Tier II noncompetitive grant was increased from $1000 to $2000 based on the establishment of the Outer Banks Region LEPC. This grant is used to cover LEPC administrative expenses. The LEPC Tier competitive was provided to fund a hazardous materials table top exercise.

In addition, we received Homeland Security Grant Program (HSGP) funding for an exercise and equipment. The exercise grant will be used to fund an hurricane exercise in 2019. The equipment grant will be used to acquire a Mobile Equipment Response Trailer that can be used to set traffic control points and enhance traffic management during planned and unplanned events.

Board Action Requested
Approval of budget amendment

Item Presenter
Drew Pearson, Director of Emergency Management
# BUDGET AMENDMENT

## F/Y 2018/2019

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<td>Department: Emergency Management</td>
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<tr>
<td>Revenues:</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>LEPC Tier II Noncompetitive</td>
<td>103542</td>
<td>422220</td>
<td>00410</td>
</tr>
<tr>
<td>LEPC Tier II Competitive</td>
<td>103542</td>
<td>422220</td>
<td>00411</td>
</tr>
<tr>
<td>HSGP Exercise</td>
<td>103542</td>
<td>422220</td>
<td>00405</td>
</tr>
<tr>
<td>HSGP Equipment</td>
<td>103542</td>
<td>422220</td>
<td>00412</td>
</tr>
</tbody>
</table>

| Expenditures: |
| LEPC Tier II Noncompetitive | 104542 | 513300 | 00410 | 1,000 |
| LEPC Tier II Competitive | 104542 | 525800 | 00411 | 8,600 |
| HSGP Exercise | 104542 | 525800 | 00405 | 8,500 |
| HSGP Equipment | 104542 | 537400 | 00412 | 27,500 |

Explanation:
Submitted to account from Emergency Management grants received outside the budget cycle. All grants are 100% reimbursable with no matching funds required.

The Local Emergency Planning Committee (LEPC) Tier II noncompetitive grant was increased from $1000 to $2000 based on the establishment of the Outer Banks Region LEPC. This grant is used to cover LEPC administrative expenses. The LEPC Tier competitive was provided to fund a hazardous materials tabletop exercise.

In addition, we received Homeland Security Grant Program (HSGP) funding for an exercise and equipment. The exercise grant will be used to fund an hurricane exercise in 2019. The equipment grant will be used to acquire a Mobile Equipment Response Trailer that can be used to set traffic control points and enhance traffic management during planned and unplanned events.

Copies of all executed grant agreements are attached.

**Approved by:**

Board of Commissioners: _____________________________ Date: __________

County Manager: _____________________________ Date: __________

(sign in red)

Finance only:

Date entered: __________ Entered by: __________ Reference number: __________
NORTH CAROLINA TIER II GRANT

Fiscal Year 2018
Grant #: TIER II-2018

SUB AWARD NOTIFICATION

Drew Pearson
Dare County
954 Marshall C. Collins Drive
Manteo, NC 27954

Period of Performance: January 1, 2018 to December 31, 2018
Project Title(s): LEPC Planning (Dare and Currituck Counties)
Total Amount of Award: $2,000.00
MOA#: 1830

North Carolina Emergency Management is pleased to inform you that the Fiscal Year (FY) 2018 Tier II Non-Competitive Grant project(s) has been approved for funding. In accordance with the provisions of FY 2018 Tier II grant award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. North Carolina Emergency Management grant number is TIER II-2018-1830.

Payment of Funds: The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e. invoices, contracts, itemized expenses).

Conditions: These funds are to be used by your county’s Local Emergency Planning Committee (LEPC) for hazardous materials emergency response planning, training, and related exercises. The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of North Carolina General Statute §143C-6-23, 09 NCAC 03M and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to a maximum 30-month period. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

Supplanting: The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for LEPC activities. In compliance with that mandate, the sub-recipient will certify that the receipt of grant funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for LEPC activities.

Callion L. Maddox
Homeland Security Grants Branch Manager

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE
NORTH CAROLINA TIER II GRANT

Fiscal Year 2018

Grant Award #: TIER II-2018 NON-COMPETITIVE

MEMORANDUM OF AGREEMENT (MOA)

Between

Recipient: State of North Carolina
Department of Public Safety
Emergency Management

Sub-Recipient: Dare County
Tax ID/EIN #: 56-6000293-A
DUNS#: 082358631

MOA #T2-2018-1830
DPS Fund Code: 1506-8064

MOA Amount: $2,000.00
MOA Period of Performance: 1/1/2018 to 12/30/2018

1. PURPOSE: This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county’s or region’s LEPC for hazardous materials emergency response planning, training, and related exercises. Please see Attachment 1 for a detailed scope of work.

2. AUTHORITY: In accordance with the provisions of N.C.G.S. §166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.

3. COMPENSATION: The Recipient agrees that it will pay the Sub-recipient complete and total compensation for the services to be rendered by the Sub-recipient. Payment to the Sub-recipient for expenditures under this Agreement will be reimbursed after the Sub-recipient’s cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses. These documents must be submitted no later than January 31, 2019. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget.

4. CONDITIONS: The funds awarded under this grant must only be used by your county’s or region’s LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in N.C.G.S.§ 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:
A. Support costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)
B. Support regional LEPC meetings and collaboration
C. Enhance LEPC outreach efforts or produce promotional materials
D. Host or support local and regional LEPC conferences
E. Create or update hazardous material emergency response plans
F. Support local or regional hazardous materials response exercises
G. Support purchases of equipment necessary to support the LEPC and its mission
   - Purchases of equipment must be pre-approved in writing by the NCEM EPCRA Coordinator
H. Support hazardous material risk assessments currently being conducted by North Carolina Emergency Management
I. Under no circumstances are the following items eligible for funding under this grant:
   - Salaries or benefits for any employee
   - Drone aircraft or unmanned aerial vehicles
   - Support for programs not focused on hazardous materials preparedness

5. **REGULATION:** The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this payment, the Sub-recipient agrees to use these funds in a manner consistent with state laws and regulations.

6. **TAXES:** Recipient shall be responsible for all taxes.

7. **WARRANTY:** As an independent recipient, the Recipient will hold the Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

8. **POINTS OF CONTACT:** To provide consistent and effective communication between the Grantor and Recipient, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security, the Planning & Homeland Security Grants Management staff, and NCEM Branch Staff. The Sub-recipient point of contact shall be the person designated by the Sub-recipient.
9. **PUBLIC RECORD ACCESS**: This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

10. **SITUS**: This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

11. **ANTITRUST LAWS**: This Agreement is entered into in compliance with all State and Federal antitrust laws.

12. **OTHER PROVISIONS/SEVERABILITY**: Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

13. **COMPLIANCE**: Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.

14. **ENTIRE AGREEMENT**: This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

15. **MODIFICATION**: This Agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.

16. **TERMINATION**: The terms of this agreement, as modified with the consent of all parties, will remain in effect until December 31, 2018. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Technological Hazards Branch and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable NCEM EPCRA Grant Adjustment Notice.

17. **EXECUTION AND EFFECTIVE DATE**: This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2018. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

18. **CERTIFICATION OF ELIGIBILITY--Under the Iran Divestment Act**

Pursuant to N.C.G.S.§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:
1. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
2. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
3. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: [https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx](https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx) and will be updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, please direct questions to (919) 814-3852.
IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2018.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

DARE COUNTY
370 AIRPORT ROAD
MANTEO, NC 27954

Michael A. Sprayberry, Director
North Carolina Emergency Management

APPROVED AS TO PROCEDURES

William Polk, Assistant General Counsel
Reviewed for the Department of Public Safety, by William Polk, DPS Assistant General Counsel, to fulfill the purposes of the North Carolina Tier II Grant Program

James J. Cheroke, Controller
North Carolina Department of Public Safety

Erik A. Hooks, Secretary
North Carolina Department of Public Safety

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2018 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE TIER II GRANT.
Attachment 1
Tier II Grants: Allowable Expenditures

The Tier II grants that awarded may provide Local Emergency Planning Committees funding and more options to expand the scope of their hazardous materials emergency preparedness programs though response planning, training and related exercises to include fixed facility planning.

All active LEPCs were each awarded competitive and/or noncompetitive grant funds from the hazardous materials facility fees collected during the Tier II reporting period. The grants are to be used for hazardous materials emergency response planning, training and related exercises, with some conditions and limitations.

The funds awarded under this grant must only be used by your county LEPC or regional LEPC and must fall under one or more of the following categories:

1. Supporting costs incurred facilitating LEPC meetings;
   - E.g. printing, general office supplies, food and non-alcoholic beverages
2. Supporting regional LEPC meetings and collaboration;
3. Enhancing LEPC outreach efforts or produce promotional materials;
4. Hosting or supporting local and regional LEPC conferences;
5. Creating or updating hazardous material emergency response plans;
6. Supporting local or regional hazardous materials response exercises;
7. Supporting purchases of equipment necessary to support the LEPC and its mission; or
8. Supporting hazardous material risk assessments currently being conducted by North Carolina Emergency Management.
9. Subscription- HazMat Related website.(ex: MSDS online, Chemtrac)**

**For approved list of eligible subscriptions contact EPCRA coordinator prior to purchase of subscription. NCEPCRA@ncdps.gov

Tier II grants may not be used for salaries or benefits for any employee; drone aircraft or unmanned aerial vehicles; items intended as gifts; or support for programs not focused on hazardous materials preparedness.

All equipment purchases must have prior approval.

LEPCs have until December 31 to spend these funds. All requests for reimbursement must include a cost report, Invoices, and proof of payment. This must be completed and submitted to NCEM no later than January 31. LEPCs with questions about the Tier II grant should contact Callion Maddox 919-825-2332.
NORTH CAROLINA TIER II GRANT

Fiscal Year 2018
Grant #: TIER II-2018

SUB AWARD NOTIFICATION

Drew Pearson
Dare County
370 Airport Road
Manteo, NC 27954

Period of Performance: January 1, 2018 to December 31, 2018
Project Title(s): TTX - Fuel and Propane Truck Bridge Collision
Total Amount of Award: $8,600.00
MOA#: 1856

North Carolina Emergency Management is pleased to inform you that the Fiscal Year (FY) 2018 Tier II Competitive Grant project(s) has been approved for funding. In accordance with the provisions of FY 2018 Tier II grant award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. North Carolina Emergency Management grant number is TIER II-2018-1856.

Payment of Funds: The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e. invoices, contracts, itemized expenses).

Conditions: These funds are to be used by your county’s Local Emergency Planning Committee (LEPC) for hazardous materials emergency response planning, training, and related exercises. The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of North Carolina General Statute §143C-6-23, 09 NCAC 03M and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to a maximum 30-month period. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

Supplanting: The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for LEPC activities. In compliance with that mandate, the sub-recipient will certify that the receipt of grant funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for LEPC activities.

Callion L. Maddox
Homeland Security Grants Branch Manager

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

An Equal Opportunity employer
North Carolina Department of Public Safety
Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

NORTH CAROLINA TIER II GRANT

Fiscal Year 2018

Grant Award #: TIER II-2018 COMPETITIVE

MEMORANDUM OF AGREEMENT (MOA)

Between

Recipient: State of North Carolina
Department of Public Safety
Emergency Management

Sub-Recipient: Dare County

Tax ID/EIN #: 56-6000292-A
DUNS#: 082358631

MOA # T2-2018-1856
DPS Fund Code: 1506-8064

MOA Amount: $8,600.00
MOA Period of Performance: 1/1/2018 to 12/31/2018

1. PURPOSE: This grant award supports the hazardous material preparedness activities of Local Emergency Planning Committees (LEPCs) as defined in the Emergency Planning and Community Right-to-Know Act (EPCRA). These funds are to be used by your county’s or region’s LEPC for hazardous materials emergency response planning, training, and related exercises. Please see Attachment 1 for a detailed scope of work.

2. AUTHORITY: In accordance with the provisions of N.C.G.S. §166A-29.1, North Carolina Emergency Management hereby awards to the foregoing Recipient a grant in the amount shown above.

3. COMPENSATION: The Recipient agrees that it will pay the Sub-recipient complete and total compensation for the services to be rendered by the Sub-recipient. Payment to the Sub-recipient for expenditures under this Agreement will be reimbursed after the Sub-recipient’s cost report, detailed invoices, and proof of payment are submitted and approved for eligible expenses. These documents must be submitted no later than January 31, 2019. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after the award date. The grant shall be effective upon return of the executed Memorandum of Agreement and final approval by North Carolina Emergency Management of the grant budget.

4. CONDITIONS: The funds awarded under this grant must only be used by your county’s or region’s LEPC for the purposes of hazardous materials emergency response planning, training and exercises, as mandated in N.C.G.S.§ 166A-29.1. Furthermore, the use of these funds must meet one or more of the follow criteria:
A. Support costs incurred facilitating LEPC meetings (e.g. printing, general office supplies, food and non-alcoholic beverages)
B. Support regional LEPC meetings and collaboration
C. Enhance LEPC outreach efforts or produce promotional materials
D. Host or support local and regional LEPC conferences
E. Create or update hazardous material emergency response plans
F. Support local or regional hazardous materials response exercises
G. Support purchases of equipment necessary to support the LEPC and its mission
   • Purchases of equipment must be pre-approved in writing by the NCEM EPCRA Coordinator
H. Support hazardous material risk assessments currently being conducted by North Carolina Emergency Management
I. Under no circumstances are the following items eligible for funding under this grant:
   • Salaries or benefits for any employee
   • Drone aircraft or unmanned aerial vehicles
   • Support for programs not focused on hazardous materials preparedness

5. **REGULATION:** The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this payment, the Sub-recipient agrees to use these funds in a manner consistent with state laws and regulations.

6. **TAXES:** Recipient shall be responsible for all taxes.

7. **WARRANTY:** As an independent recipient, the Recipient will hold the Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina. Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

8. **POINTS OF CONTACT:** To provide consistent and effective communication between the Grantor and Recipient, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security, the Planning & Homeland Security Grants Management staff, and NCEM Branch Staff. The Sub-recipient point of contact shall be the person designated by the Sub-recipient.
9. **PUBLIC RECORD ACCESS:** This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

10. **SITUS:** This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

11. **ANTITRUST LAWS:** This Agreement is entered into in compliance with all State and Federal antitrust laws.

12. **OTHER PROVISIONS/SEVERABILITY:** Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

13. **COMPLIANCE:** Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA.

14. **ENTIRE AGREEMENT:** This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

15. **MODIFICATION:** This Agreement may be amended only by written amendments duly executed by the Grantor and the Recipient.

16. **TERMINATION:** The terms of this agreement, as modified with the consent of all parties, will remain in effect until December 31, 2018. Either party upon thirty (30) days advance written notice to the other party may terminate this agreement. Upon approval by NCEM Technological Hazards Branch and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable NCEM EPCRA Grant Adjustment Notice.

17. **EXECUTION AND EFFECTIVE DATE:** This grant shall become effective upon return of this original Memorandum of Agreement, properly executed on behalf of the Recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective January 1, 2018. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

18. **CERTIFICATION OF ELIGIBLITY--Under the Iran Divestment Act**

Pursuant to N.C.G.S.§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:
1. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
2. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
3. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx and will be updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, please direct questions to (919) 814-3852.
IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of January 1, 2018.

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

DARE COUNTY
370 AIRPORT ROAD
MANTEO, NC 27954

Michael A. Sprayberry, Director
North Carolina Emergency Management

APPROVED AS TO PROCEDURES

William Polk, Assistant General Counsel
Reviewed for the Department of Public Safety, by William Polk, DPS Assistant General Counsel, to fulfill the purposes of the North Carolina Tier II Grant Program

James J. Cherokee, Controller
North Carolina Department of Public Safety

Erik A. Hooks, Secretary
North Carolina Department of Public Safety

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY FOR THE 2018 TIER II GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE TIER II GRANT.
Attachment 1
2018 Tier II Competitive Grant Guidance and Application

North Carolina Emergency Management
Technological Hazards Branch

General Information

State of North Carolina 2018 Tier II Competitive Grant funds will be passed through to Local Emergency Planning Committees (LEPCs) and Tribes within North Carolina on a competitive basis utilizing this application.

For the state Tier II Competitive Grant program, NCEM will award a maximum amount of $10,000 for each project. Our goal is to fund at least two projects in each NCEM Branch.

To be considered for an award under either program, a single application per LEPC project must be received by Area Coordinators/Branch Managers no later than January 30, 2018.

The NC Competitive Tier II grant is managed by NCEM with funds derived from Tier II reporting facilities, and must be used for hazardous materials response planning, training, and related exercises. It has no requirement to be transportation related as other hazardous materials grant opportunities.

This year priority will be given to (in order):

- Joint/regional hazardous materials preparedness activities.
- Exercise of hazardous materials plans.
- Development of emergency response plans with a clearly identifiable hazardous materials focus or the development or update of the hazardous materials annex to the County/Tribal Plan.

Tier II Universal

Does your LEPC request the Tier II Universal funding of $1000.00 per county compromising your LEPC?

_X__Our LEPC requests the universal grant funding.

___Our LEPC declines the universal grant funding.

Tier II Competitive

All Active LEPCs can apply for the competitive grant with or without accepting the universal grant.

Period of Performance (Anticipated)

Feb 1, 2018 through January 30, 2019.
Eligible Projects and Activities

The following activities are eligible as projects for consideration. The intent of this process is to allow grant funds to be used by LEPCs for a variety of identified planning needs.

- Conduct Joint/regional hazardous materials preparedness activities that mutually benefit all parties.
- Conduct exercises based on response plans.
- Develop initial LEPC/Tribal Emergency Response Plan, or Hazardous Materials Annex to County/Tribal Plan.
- Revision of the LEPC/Tribal Emergency Response Plan, or Hazardous Materials Annex to County/Tribal Plan.
- Develop or expand Regional Response Team planning.
- Conduct or revise Hazard Identification and Vulnerability Analysis (HIVA).

Grant Award Criteria

Applicants must ensure their hazardous materials response plan is consistent with the provisions of the Emergency Planning and Community Right-To-Know Act (EPCRA), also known as the Superfund Amendment Reauthorization Act (SARA) Title III, and have a functional and active LEPC or Tribal hazardous material response program. Proposed projects will be competitively evaluated according to the following selection criteria:

- How effective will the project be in improving hazardous materials capabilities?
- How cost effective is the proposed project?
- Does it contribute to other jurisdictions planning and regional response efforts?

Applicants must have an active registration in the federal System for Award Management (SAM).

Budgetary Criteria

The following budgetary rules apply to all applications.

Allowable expenses for activities:

- Hiring contractors or consultants to perform work eligible under the grant.
- Equipment rental.
- Per Diem and travel expenses.
- Supplies and training materials.
- Mail and postage costs.
- Printing and reproduction costs.

Non-allowable expenses:

- No funds may be used to replace or supplant local government funding of existing planning or exercise programs.
- Salary (including overtime) of any employees who backfill positions.
Application Review

Proposed project applications will be subjected to a competitive review process. If necessary, a review panel will meet before January 30, 2018 to evaluate all applications. The review panel may consist of the Branch Managers and/or members of the North Carolina State Emergency Response Commission Hazardous Materials Committee. An effort will be made to achieve the broadest possible geographic distribution of these awards. Applicant performance on other NCEM grants will be considered when evaluating the applications.

Monitoring and Follow-Up Requirements

LEPCs receiving grant funds must enter into a Memorandum of Agreement with North Carolina Emergency Management. Additionally, they must provide a semi-annual summary (progress report), not later than Aug 1, 2018, to the Technological Hazards Branch to ensure that the project deliverables are being met, and that each grant contract is operating within budget. All changes to the statement of work must be approved in writing prior to conducting activities.

Activities must be completed by January 30, 2019 and final documentation is required by February 15, 2019 and includes the following:

- If training/exercise is conducted, a complete roster and After Action Report (AAR) detailing the outcome and benefit is required.
- If seminar or conference, an agenda, attendance roster, and copies of presentations are required.
- If an emergency response plan, hazardous materials response plan, or hazardous materials annex was updated, a copy of the updated plan is required.
- Cost Report should be completed and sent along with detailed invoices and proof of payment.

Note: Funds will not be reimbursed until all deliverables are received or prior to funding released by DPS fiscal June 2018.

Application Process

1. Complete the attached 2018 Tier II Competitive Grant Project Application.

2. Submit a separate set of applications for each proposed project (if necessary).

3. If submitting a joint/regional application, establish priorities and clearly show how each jurisdiction will benefit.

4. If multiple projects are requested, establish and define a priority list.

5. Submit project proposal electronically via e-mail attachment to appropriate NCEM Area Coordinator who will give their recommendation for approval or disapproval. The Area Coordinator will forward (tentatively approved applications) to the Branch Manager who will review the application and forward to the Tier II Competitive Project review committee for final approval.

6. If there are any questions regarding this process, please contact an EPCRA Coordinator at 919-436-2746 or email epcra@ncdps.gov.
# 2018 TIER II COMPETITIVE GRANT PROJECT APPLICATION

**Instructions**

Please provide the information requested below. All fields are mandatory. Limit your response to the space allocated whenever possible. If this is not possible, please indicate on the form when additional pages are attached. Clear, complete, and concise information is required for the panel to make fair and equitable decisions.

**Applicant Information**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization</td>
<td>Dare County Emergency Management</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>954 Marshall C. Collins Dr Box 1000 Manteo NC 27954</td>
</tr>
<tr>
<td>Street, City, State, Zip +4</td>
<td></td>
</tr>
<tr>
<td>Physical Address:</td>
<td>370 Airport Road Manteo, NC 27954</td>
</tr>
<tr>
<td>Street, City, State, Zip +4</td>
<td></td>
</tr>
<tr>
<td>DUNS Number</td>
<td>188000723</td>
</tr>
<tr>
<td>Tax ID Number</td>
<td>56-60000292</td>
</tr>
<tr>
<td>Host County</td>
<td>Dare</td>
</tr>
<tr>
<td>Local Emergency Planning Committee (LEPC):</td>
<td>Outer Banks Regional LEPC</td>
</tr>
<tr>
<td>Is your organization registered in SAM:</td>
<td>Yes</td>
</tr>
<tr>
<td>Point of Contact:</td>
<td>Drew Pearson</td>
</tr>
<tr>
<td>Title:</td>
<td>Emergency Management Director</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:drew.pearson@darenc.com">drew.pearson@darenc.com</a></td>
</tr>
<tr>
<td>Phone Number:</td>
<td>252-475-5897</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
</tbody>
</table>
Memorandum of Agreement (MOA/MOU) Information

Please list all names and titles that should appear on the signature page of the MOA/MOU should your organization receive an award. Only one signatory is required; multiple spaces have been provided for entities with policies requiring multiple people to sign. If more space if needed, please add rows identical to the ones below and notify NCEM. Names will appear in order entered below.

NCEM grant MOAs are currently being disseminated and signed electronically via DocuSign.

<table>
<thead>
<tr>
<th>Name</th>
<th>Bobby Outten</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>County Manager/Attorney</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:outten@darenc.com">outten@darenc.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Sally Defosse</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Deputy Finance Director</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:sallyd@darenc.com">sallyd@darenc.com</a></td>
</tr>
</tbody>
</table>

Project Overview:

<table>
<thead>
<tr>
<th>Project Title:</th>
<th>TTX – Fuel &amp; Propane Truck Bridge Collision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is your proposed activity joint or regional in nature?</td>
<td>Yes</td>
</tr>
<tr>
<td>If you answered yes above, please explain, otherwise put N/A:</td>
<td>TTX will be in support of a regional LEPC, benefiting two counties (Dare and Currituck).</td>
</tr>
<tr>
<td>Would you like to request the State Hazardous Materials Regional Response Team (RRT) participate in your Tier II grant activity?</td>
<td>Yes</td>
</tr>
<tr>
<td>If you answered yes above, please describe desired RRT involvement (technical assistance, exercise participation, pre-planning, etc.), otherwise put N/A:</td>
<td>Exercise Participation</td>
</tr>
</tbody>
</table>
Note: Requests for regional response team participation will be reviewed and granted as funding allows. Regional Response Team participation will be funded by Tier II fee revenue and do not need to be accounted for in your project budget below.

**Project Statement of Work**

Please provide a detailed description of your proposed project.

- Breakdown activities into clear actions.
- Identify personnel providing services if applicable.
- Identify measurable, tangible deliverables/results.

### Statement of Work

The “TTX – Fuel & Propane Truck Bridge Collision” will be used to bring regional first responders and key agency representative together for a scenario driven table top exercise. The scenario will be set on a summer Saturday morning and will involve a collision between a tank truck carrying a full load of gasoline and a fully loaded propane delivery vehicle as they cross a bridge.

During the summer months the transportation system (roads and waterways) in Currituck and Dare County is operating at full capacity. On summer weekends, the system is supersaturated while tourists arrive and depart. Any significant transportation incident has impacts across the region. These impacts can cripple response time for law enforcement, fire and EMS agencies.

This scenario based exercise will be designed to provide a catastrophic event that if not handled effectively, could lead to the long-term closure of a major bridge that is critical to both jurisdictions. The scenario will also provide opportunities for response agencies to review plans and contingencies to address a hazardous material release and response with a potential mass casualty event. In addition the TTX will challenge participating agencies like NCDOT to consider actions needed to manage the loss of a major bridge for an extended timeframe.

A contractor will be hired to: complete exercise design and development, conduct and evaluate the exercise and provide an After Action Report that includes an improvement plan. This effort will be competed using the Homeland Security Exercise and Evaluation Program’s (HSEEP) guiding principles.

### Project Timeline

Include critical dates and measurable activities for task completion. Projects must be completed in time to submit all paperwork by February 15, 2019.

<table>
<thead>
<tr>
<th>Date</th>
<th>Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>TDB</td>
<td>Grant award</td>
</tr>
<tr>
<td>15 days post award</td>
<td>Contractor Hired</td>
</tr>
<tr>
<td>45 days post award</td>
<td>Exercise design and development complete</td>
</tr>
<tr>
<td>60 days post award</td>
<td>Conduct and evaluate the exercise.</td>
</tr>
<tr>
<td>75 days post award</td>
<td>After Action Report with improvement plan delivered</td>
</tr>
<tr>
<td>NLT 2/1/19</td>
<td>Final cost report and paperwork submitted</td>
</tr>
</tbody>
</table>
Project Budget

Please provide your projected costs.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor services to develop and deliver “TTX – Fuel &amp; Propane Truck Bridge Collision” outlined in the SOW</td>
<td>$8600</td>
</tr>
</tbody>
</table>

Total Projected Cost: $8600

Final signed cost report should be submitted with, or prior to, final performance deliverables. The requested reimbursement amount on the final cost report should not exceed the total amount of the grant reward.

Application Submission

Please type your name and today’s date below as signature to certify the following:

- This application is complete and accurate to the best of your knowledge.
- This project, if awarded, will adhere to the approved Statement of Work and any changes made to this project after submission must be approved in writing by the Technological Hazards Branch of North Carolina Emergency Management.
- This application will be submitted by email to your county’s NCEM Area Coordinator on or before January 30, 2018.

Name: Drew Pearson
Date: 1/9/18

If you have any questions please do not hesitate to reach out to us at 919-436-2746 or epcra@ncdps.gov.
Homeland Security Grant Program (HSGP)
CFDA #: 97.067
Fiscal Year 2018
Grant #: EMW-2018-SS-0053

SUB AWARD NOTIFICATION

Drew Person
Dare County
370 Airport Road
Manteo, NC 27954

Period of Performance: September 1, 2018 to February 28, 2021
Project Title(s): Hurricane Exercise
Total Amount of Award: $8,500.00
MOA#: 1804-15

North Carolina Emergency Management is pleased to inform you that the federal Fiscal Year (FY) 2018 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2018 HSGP award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. The CFDA number is 97.067 and North Carolina Emergency Management federal grant number is EMW-2018-SS-0053.

Payment of Funds: The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

Supplanting: The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Callion L. Maddox
Homeland Security Grants Branch Manager

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE
MEMORANDUM OF AGREEMENT (MOA)

Between

Recipient:  
State of North Carolina  
Department of Public Safety  
Division of Emergency Management

Sub-recipient:  
Dare County  
Tax ID/EIN #: 56-6000293-A  
DUNS #: 082358631

MOA #: 1804-15  
MOA Period of Performance:  
September 1, 2018 to February 28, 2021

DPS Fund Code: 1502-7A38-3H18

MOA Amount:  
Federal: $ 8,500.00  
State: $ 0.00  
Local: $ 0.00  
Total: $ 8,500.00

1. Purpose
The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Sub-recipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations
This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2018 (Pub. L. No. 115-141); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001;(4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2018 HSGP Notice of Funding Opportunity Announcement (NOFA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this award, the Sub-recipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Projects managed by the Recipient (State) on behalf of Sub-recipient (Only)

By checking this Box I request that the Recipient retain funds effective September 1, 2018. Sub-recipient has agreed to receive grant funds from Recipient. Sub-recipient desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of $8,500.00 awarded through the FY 2018 HSGP. Sub-recipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, make Equipment Purchases, and conduct
Training and Exercise activities to improve prevention, protection, preparedness, response, and recovery capabilities. See Attachment 1 for detailed Scope of Work.

4. Compensation
Recipient agrees that it will pay the Sub-recipient complete and total compensation for the services to be rendered by the Sub-recipient. Payment to the Sub-recipient for expenditures under this Agreement will be reimbursed after the Sub-recipient’s cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Sub-recipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

5. Funding Eligibility Criteria
Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a “Comprehensive Homeland Security Response” program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:
   i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
   ii. Complete any procurement(s) and expenditures no later than February 28, 2021.
   iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th.
   iv. Submit request for reimbursement with all required documentation attached.

B. File Retention:
Sub-recipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

Sub-recipient must include appropriate documentation in the file, including but not limited to the following:
   i. Resolution/ordinance establishing Sub-recipient a State, Local, or Non-Profit
   ii. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
   iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment
   iv. Audit findings and corrective action plans
   v. Equipment inventory records with photo documentation of labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

6. Conditions
The Sub-recipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2018 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Sub-recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-recipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

7. **Supplantation**
   Sub-recipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Sub-recipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

8. **Compliance**
   Sub-recipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2018 HSGP NOFO announcement. Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

9. **Responsibilities**
   **Recipient:**
   A. The Recipient shall provide funding to the Sub-recipient to perform the work activities as described herein.
   B. The Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
   C. The Federal award date is September 1, 2018. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2021.
   D. The recipient shall directly monitor the completion of this project.
   **Sub-recipient:**
   A. The Sub-recipient shall expend FY 2018 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch Grants Manager. Recipient will reimburse Sub-recipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Sub-recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Sub-recipient must submit request for reimbursement within 60 days of payment of invoice.

D. Sub-recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.

E. Complete the procurement(s) process not later than February 28, 2021.

F. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th. (Attachment 2)

G. Maintain a grant management filing system as required in this MOA.

H. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.

I. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2018 HSGP NOFO announcement and Grant Award and Special Conditions documents.

J. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-recipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) https://www.sam.gov/portal/public/SAM/ and the State Debarred Vendors Listing, http://www.pandc.nc.gov/actions.asp to verify that contractors or sub-recipients have not been suspended or debarred from doing business with the Federal government”.

K. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.

L. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.

M. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security.

N. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-recipient and shall not be reimbursed under this MOA.

O. Sub-recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.

P. Maintain an effective property management system that complies with the following requirements:
   i. Recipient and Sub-recipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Sub-recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than $5,000 to be inventoried. If so, such equipment purchased under
this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Sub-recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

ii. Sub-recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Sub-recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

iii. Sub-recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

iv. Disposition Procedures. Sub-recipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than $5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of $5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Sub-recipient must provide documentation that includes the method used to determine current fair market value.

v. Only authorized equipment listed in the Authorized Equipment List (AEL), with appropriate grant listed are eligible for purchases from this grant. For more guidance visit www.fema.gov.

Q. No indirect or administrative costs will be charged to this allocation award.

R. Sub-recipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.

S. Sub-recipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: www.dnb.com or http://fedgov.dnb.com/webform.

T. Each sub-recipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at http://www.sam.gov. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.

U. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Sub-recipient, and shall not be reimbursed under this MOA.

10. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to:

- Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and;

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

11. Taxes

HSGP MOA 2018 5 of 13
Sub-recipient shall be considered to be an independent sub-recipient and as such shall be responsible for all taxes.

12. Warranty
As an independent sub-recipient, the Sub-recipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. Audit Requirements
For all DHS grant programs, Sub-recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

14. State Property
Sub-recipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Sub-recipient unless noted in section 8 of the MOA.

15. Points of Contact
To provide consistent and effective communication between Sub-recipient and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Sub-recipient point of contact shall be the HSGP Program Manager or the person designated by the Sub-recipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
B. Is or becomes part of the public domain, through no fault of the receiving party.
C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access
While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Subcontracting
If Sub-recipient subcontracts any or all purchases or services required under this Agreement, then Sub-recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-recipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-recipient
subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Sub-recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Sub-recipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

18. Situs
This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws
This Agreement is entered into in compliance with all State and Federal antitrust laws.

20. Other Provisions/Severability
Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Sub-recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

21. Compliance with the law
Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2018 HSGP NOFO announcement.

22. Entire Agreement
This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

23. Modification
This Agreement may be amended only by written amendments duly executed by the Recipient and the Sub-recipient.

24. Certification of eligibility--Under the Iran Divestment Act
Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx, and is updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, please call (919) 814-3852.

25. Termination

HSGP MOA 2018  7 of 13
The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2021. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2018 HSGP NOFOA, incorporated by reference herein, the Sub-recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

26. Scope of Work
Sub-recipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

A. Scope of Work Summary
   i. Completed appropriate report forms with invoices and proof(s) of payment
   ii. Audit findings and corrective action plans
   iii. Equipment inventory records with photo documentation of labeling

B. Semi-annual summary (progress report) no later than July 15th to the NCEM Grant Manager and/or NCEM Field Planner to ensure:
   i. The project deliverables are being met.
   ii. Each grant contract is operating within budget.

C. Documentation to be provided throughout the Period of Performance of the grant:
   i. Quarterly project progress reports
   ii. Sub-recipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
   iii. After action report from exercise
   iv. Training course roster and description
   v. Any other documentation that would be pertinent
   vi. All legible and complete invoices and receipts detailing the expenses associated with the project.

   Receipts must contain the following information:
   • Name and address of the vendor or establishment providing the product or service.
   • Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
   • Date the product or service was provided.
   • Itemized description of all products or services.
   • Unit price of products or services (if applicable).
   • Total amount charged.

   vii. Proof of payment of expenses associated with the project

27. Lobbying Prohibition
The Sub-recipient certifies, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or Federal agency, a member of the NC General Assembly, 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.

B. 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.

HSGP MOA 2018 8 of 13
C. The undersigned shall require that the language of this certification be included in the award documents for all sub-
awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative
agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representative 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.

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter
referred to as the “contractor”) agrees as follows:

A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in
Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time
to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of
this contract.

B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not
discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including
procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly
in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the
contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by
competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including
procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the
contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on
the grounds of race, color, sex, or national origin.

D. Information and Reports: The contractor shall provide all information and reports required by the Regulations or
directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of
information, and its facilities as may be determined by the Recipient or the Research and Special Programs
Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions.
Where any information required of a contractor is in the exclusive possession of another who fails or refuses to
furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs
Administration as appropriate, and shall set forth what efforts it has made to obtain such information.

E. Sanctions for Noncompliance: In the event of the contractors noncompliance with nondiscrimination provisions of
this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs
Administration may determine to be appropriate, including, but not limited to:
   i. Withholding of payments to the contractor under the contract until the contractor complies.
   ii. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The contractor shall include the provisions of every subcontract, including procurements
of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The
contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and
Special Programs Administration may direct as a means of enforcing such provisions including sanctions for
noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with,
litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to
enter into such litigation to protect the interests of the United States.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964
Sub-recipient hereby agrees that as a condition to receiving any Federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F, Nondiscrimination in Federally-Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Sub-recipient receives Federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Sub-recipient hereby gives the following specific assurance with respect to the project:

A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

   In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.

D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.

E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, Sub-recipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, Sub-recipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964
The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-recipient executed in expending these grant funds:

A. The [Sub-recipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Sub-recipient [licensee, lessee, permittee, etc.] shall maintain and operate such
facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.

B. That in the event of breach of the above nondiscrimination covenants, Sub-recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

C. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-recipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Sub-recipient:

A. The [Sub-recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-recipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

C. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-recipient and its assigns.

* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act

The Sub-recipient agrees:

A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-recipient, its third-party contractors, subcontractors, or their employees to accomplish a DHS function.

B. To notify DHS when the Sub-recipient or any of its third-party contractors, subcontractors, sub-recipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.

C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or sub Recipient, that
it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the DHS.

32. Certification Regarding Drug-Free Workplace Requirements (Sub-recipients Other Than Individuals)
This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub-Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient’s workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establish a drug-free awareness program to inform employees about:
   i. The dangers of drug abuse in the workplace
   ii. The Sub-recipient’s policy of maintaining a drug-free workplace
   iii. Any available drug counseling, rehabilitation, and employee assistance programs
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A.

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
   i. Abide by the terms of the statement.
   ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
   i. Taking appropriate personnel action against such an employee, up to and including termination.
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

33. Execution and Effective Date
This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Sub-recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2018. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

34. Term of this Agreement
This agreement shall be in effect from September 1, 2018 to February 28, 2021.
IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2018

NC DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

DARE COUNTY
370 AIRPORT ROAD
MANTEO, NC 27954

MICHAEL A. SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT

APPROVED AS TO PROCEDURES:

JAMES J. CHEROKE, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

WILLIAM POLK, ASSISTANT GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2018 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.
Attachment 1
Exercise Request

<table>
<thead>
<tr>
<th>*Submitted By</th>
<th>Dare County</th>
</tr>
</thead>
<tbody>
<tr>
<td>*Exercise Name</td>
<td>2018 Hurricane Exercise</td>
</tr>
<tr>
<td>Location</td>
<td>370 Airport Road Manteo NC 27954</td>
</tr>
<tr>
<td>Sponsoring Agency</td>
<td>Dare County Emergency Management</td>
</tr>
<tr>
<td>Military Installation</td>
<td></td>
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</tbody>
</table>

For Official Use Only

| MOA # |  |
| Status | Approved | Status Date | 08/17/2018 |

*Scenario (check all that apply)

- [ ] Chemical Release or Threat
- [ ] Nuclear Release or Threat
- [x] Natural Disaster
- [ ] Explosive Detonation or Threat
- [ ] Active Shooter
- Other Scenario

*Type (check all that apply)

- [ ] Drill
- [ ] Planning Conference
- [ ] Full-Scale Exercise (FSE)
- [ ] Seminar
- [ ] Functional Exercise (FE)
- [ ] Tabletop Exercise (TTX)
- [ ] Game
- [ ] Workshop

*Focus (check all that apply)

- [ ] Prevention
- [ ] Recovery
- [ ] Protection
- [ ] Mitigation
- [ ] Response
- Other Focus

*Scope (check all that apply)

- [ ] Local Only
- [ ] Regional (within State)
- [ ] Private/Corporation
- [x] VOAD (Red Cross, etc.)
- [x] Local/State
- [ ] National Level Exercise
- [x] Multi-Local
- [ ] Federal/State/Local
- Other Scope

Exercise Sponsor Point of Contact Information

<p>| Organization | Dare County Emergency Management |
| County Manager | NC |</p>
<table>
<thead>
<tr>
<th>County Tax ID</th>
<th>56-6000292-A</th>
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</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>DREW PEARSON</td>
</tr>
<tr>
<td>Address</td>
<td>370 Airport Road</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>Manteo</td>
</tr>
<tr>
<td>Phone</td>
<td>2524755897</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:drew.pearson@darenc.com">drew.pearson@darenc.com</a></td>
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**Major Participating Agencies/Organizations**

- County EM
- County Fire
- County Health
- County Rescue Squad
- County SAR
- Local Law Enforcement

Other:

**Schedule**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Provide Final Proposal to NCEM</td>
<td>10/29/2018</td>
</tr>
<tr>
<td>Prepare Exercise Plan</td>
<td>03/25/2019</td>
</tr>
<tr>
<td>Mail Notice of Exercise</td>
<td>04/22/2019</td>
</tr>
<tr>
<td>Conduct Exercise between and</td>
<td>05/20/2019</td>
</tr>
<tr>
<td>Complete Action Report</td>
<td>06/28/2019</td>
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<tr>
<td></td>
<td>07/17/2019</td>
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**Brief Exercise Overview:**

This will be a follow on exercise to our 2017 EOC Hurricane Activation Functional Exercise. The AAR from that exercise (attached) identified several areas for improvement. Those areas focused on improving situational awareness, reporting, incident action planning and internal information sharing.

To address these shortcomings Dare County has acquired a webEOC CORE license. webEOC use is being implemented to serve as the county’s incident management tool. This exercise will be used to test the county wide use of webEOC to manage an incident driven by the impacts of a major tropical weather event. Scenario will have a hurricane impacting all of Dare County forcing evacuations followed by significant post storm SAR for stranded residents as well as multiple breaches of NC12 on Hatteras Island.

Targeting a two and a half day effort. Day one will have a session with elected officials/senior leaders to familiarize them with webEOC. The next two days would be EOC exercise play that focuses on pre-landfall actions followed by post-landfall response efforts to include hasty SAR. Participants will use webEOC throughout the exercise to complete IAP development, situation reporting, resource ordering, damage assessment, SAR operations information management.

---

**Estimated Budget**

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>2.5 day HSEEP compliant Hurricane Functional Exercise provided by a contractor.</td>
<td>$7500.00</td>
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<tr>
<td>Food for 50 participants.</td>
<td>$1000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$8,500.00</td>
</tr>
</tbody>
</table>

Add Row

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**Attached Documents**
Training IS NOT ELIGIBLE for this Grant. Please conduct a Seminar for Day 1 of 3 per Chris Call.
**Exercise Grant Core Capabilities / Gap identification / MOA Signatory**

<table>
<thead>
<tr>
<th>County: Dare</th>
<th>MOA #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exercise Name: 2018 Hurricane Exercise</td>
<td></td>
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**Note: Select All that Apply**

<table>
<thead>
<tr>
<th>Prevention</th>
<th>Response</th>
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<tbody>
<tr>
<td>Planning</td>
<td>Planning</td>
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<tr>
<td>Public Information and Warning</td>
<td>Public Information and Warning</td>
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<tr>
<td>Operational Coordination</td>
<td>Operational Coordination</td>
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<td>Intelligence and Information Sharing</td>
<td>Infrastructure Systems</td>
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<tr>
<td>Interdiction and Disruption</td>
<td>Critical Transportation</td>
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<tr>
<td>Screening, Search, and Detection</td>
<td>Environmental Response/Health and Safety</td>
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<td>Forensics and Attribution</td>
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**Mitigation**

| Planning | Logistics and Supply Chain Management |
| Public Information and Warning | Mass Care Services |
| Operational Coordination | Mass Search and Rescue Operations |
| Community Resilience | On-scene Security and Protection |
| Long-term Vulnerability Reduction | Operational Communications |
| Risk and Disaster Resilience Assessment | Public Health, Health care, and Emergency Medical Services |
| Threats and Hazard Identification | Situational Assessment |

**Recovery**

| Planning | Planning |
| Public Information and Warning | Public Information and Warning |
| Operational Coordination | Operational Coordination |
| Infrastructure Systems | Intelligence and Information Sharing |
| Health and Social Services | Interdiction and Disruption |
| Economic Recovery | Screening, Search, and Detection |
| Housing | Access Control and Identity Verification |
| Natural and Cultural Resources | Cybersecurity |

**Protection**

| Planning | Planning |
| Public Information and Warning | Public Information and Warning |
| Operational Coordination | Operational Coordination |
| Infrastructure Systems | Intelligence and Information Sharing |
| Health and Social Services | Interdiction and Disruption |
| Economic Recovery | Screening, Search, and Detection |
| Housing | Access Control and Identity Verification |
| Natural and Cultural Resources | Cybersecurity |
| Physical Protective Measures | Risk Management for Protection Programs and Activities |
| Supply Chain Integrity and Security |

Capability gap(s) as determined and identified from previous exercises, gap analysis' or THIRA

EOC/Incident Situational Awareness as outlined in Improvement Plan in attached AAR.

**Memorandum of Agreement (MOA) signatory (Full Name, Title, Contact Information and Email address)**

Bobby Outten, County Manager/Attorney PO Box 1000 954 Marshall C Collins Drive Manteo NC  outten@darenc.com

For questions or concerns please contact NCEM at 919-825-2257 or ExerciseGrant@ncdps.gov

Save and attach to TER Exercise Request
Attachment 2
**Homeland Security Quarterly Progress Report**

<table>
<thead>
<tr>
<th>FY:</th>
<th>QUARTER:</th>
<th>Select Quarter</th>
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<td>SUBGRANTEE:</td>
<td>MOA:</td>
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### Exercise Informational Updates

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<th>Grant Award Amount:</th>
<th>Expended Prior Quarters:</th>
<th>Expended This Quarter:</th>
<th>Exercise Scheduled Date:</th>
<th>Concept &amp; Objective Meeting Date:</th>
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<th>Initial Planning Meeting Date:</th>
<th>Mid-Planning Meeting Date:</th>
<th>Final Planning Meeting Date:</th>
<th>MSEL Development Meeting Date:</th>
<th>After Action Meeting Date:</th>
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### Activities

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Attachment 3
### Grant-Funded Typed Resource Report

**Tool Instructions:**
1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA’s National Integration Center (NIC) that the equipment supports, if NIMS Typed.
3. Choose whether the piece of equipment or training is to “Sustain Current” existing capabilities or will increase or “Add New” capability.
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the ‘+’ above the ‘Cost of Purchase’ column to show more ‘Core Capability Supported’ columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

<table>
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<tr>
<th>SUBGRANTEE: Carolina County</th>
<th>GRANT#: 2013-SS-00033-501-13xx</th>
<th>PROJECT: Generators &amp; Generator Switches</th>
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<tbody>
<tr>
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<td><strong>NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported</strong></td>
<td><strong>NIMS Typed Resource Supported</strong></td>
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<td>Equipment</td>
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<td>Training</td>
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<td>Equipment</td>
<td>Public Health and Medical</td>
<td>State / Local Other (provide in comments section)</td>
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<td>Training</td>
<td>Search and Rescue</td>
<td>US&amp;R Task Force</td>
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</table>

63 Responders were trained in structural collapse to support 23 Type II US&R Teams. This training sustained current levels of staffing in anticipation of current staff retiring.
Attachment 3  Grant-Funded Typed Resource Report

Tool Instructions:
1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA’s National Integration Center (NIC) that the equipment supports, if NIMS Typed.
3. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

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<tr>
<th>SUBGRANTEE:</th>
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<td><strong>Equipment or Training</strong></td>
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Attachment 4
The FY 2018 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2018. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

**Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

**DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the [DHS Civil Rights Evaluation Tool](https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool) within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission, recipients are only required to submit updates. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS.

The United States has the right to seek judicial enforcement of these obligations.

**Acknowledgment of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101–12213).

Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. § 100.201.)

Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 C.F.R part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

DHS Standard Terms & Conditions: Version 8.1

April 9, 2018
DHS Standard Terms & Conditions: Version 8.1 April 9, 2018

DHS Standard Terms and Conditions:

### Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

### Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

### Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. § 6201) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

### False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. § 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.)

### Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

### Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

### Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to Comptroller General Decision B-138942.

### Hotel and Motel Fire Safety Act of 1990


### Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance [https://www.dhs.gov/guidance-](https://www.dhs.gov/guidance-).
Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

Recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient’s currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

USA Patriot Act of 2001

Recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

**Required Sub-Recipient File Documentation**

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- Completed appropriate cost report forms with invoices and proof(s) of payment
- Audit Findings and Corrective Action Plans
- Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:
- Backup documentation, such as bids and quotes.
- Cost/price analyses on file for review by Federal personnel, if applicable.
- Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:
- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification. Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.
Homeland Security Grant Program (HSGP)
CFDA #: 97.067
Fiscal Year 2018
Grant #: EMW-2018-SS-00053

SUB AWARD NOTIFICATION

Drew Pearson
Dare County
370 Airport Road
Manteo, NC 27954

Period of Performance: September 1, 2018 to February 28, 2021
Project Title(s): Multi-Event Response Trailer
Total Amount of Award: $27,500.00
MOA#: 1813

North Carolina Emergency Management is pleased to inform you that the federal Fiscal Year (FY) 2018 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2018 HSGP award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. The CFDA number is 97.067 and North Carolina Emergency Management federal grant number is EMW-2018-SS-00053.

Payment of Funds: The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

Supplanting: The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

__________________________
Callion L. Maddox
Homeland Security Grants Branch Manager

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE
North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Homeland Security Grant Program
(HSGP)
CFDA #: 97.067
Fiscal Year 2018
Grant Award #: EMW-2018-SS-00053

MEMORANDUM OF AGREEMENT (MOA)

Between

Recipient:
State of North Carolina
Department of Public Safety
Division of Emergency Management

Sub-recipient:
Dare County

Tax ID/EIN #: 56-6000293-A
DUNS #: 082358631

MOA #: 1813
MOA Period of Performance:
September 1, 2018 to February 28, 2021
DPS Fund Code: 1502-7A38-3H18

MOA Amount:
Federal: $ 27,500.00
State: $ 0.00
Local: $ 0.00
Total: $ 27,500.00

1. Purpose
The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Sub-recipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations
This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2018 (Pub. L. No. 115-141); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or law, if any; (7) the FY 2018 HSGP Notice of Funding Opportunity Announcement (NOFA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this award, the Sub-recipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Projects managed by the Recipient (State) on behalf of Sub-recipient (Only)
By checking this Box I request that the Recipient retain funds effective September 1, 2018. Sub-recipient has agreed to receive grant funds from Recipient. Sub-recipient desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of $27,500.00 awarded through the FY 2018 HSGP. Sub-recipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, make Equipment Purchases, and conduct...
Training and Exercise activities to improve prevention, protection, preparedness, response, and recovery capabilities. See Attachment 1 for detailed Scope of Work.

4. **Compensation**
Recipient agrees that it will pay the Sub-recipient complete and total compensation for the services to be rendered by the Sub-recipient. Payment to the Sub-recipient for expenditures under this Agreement will be reimbursed after the Sub-recipient’s cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Sub-recipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

5. **Funding Eligibility Criteria**
Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Homeland Security Response" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:
   i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
   ii. Complete any procurement(s) and expenditures no later than February 28, 2021.
   iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th.
   iv. Submit request for reimbursement with all required documentation attached.

B. File Retention:
Sub-recipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

Sub-recipient must include appropriate documentation in the file, including but not limited to the following:
   i. Resolution/ordinance establishing Sub-recipient a State, Local, or Non-Profit
   ii. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
   iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment
   iv. Audit findings and corrective action plans
   v. Equipment inventory records with photo documentation of labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

6. **Conditions**
The Sub-recipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2018 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Sub-recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-recipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

7. Supplantation
Sub-recipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Sub-recipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

8. Compliance
Sub-recipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2018 HSGP NOFO announcement. Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

9. Responsibilities
Recipient:
A. The Recipient shall provide funding to the Sub-recipient to perform the work activities as described herein.
B. The Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
C. The Federal award date is September 1, 2018. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2021.
D. The recipient shall directly monitor the completion of this project.

Sub-recipient:
A. The Sub-recipient shall expend FY 2018 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.

C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch Grants Manager. Recipient will reimburse Sub-recipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Sub-recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Sub-recipient must submit request for reimbursement within 60 days of payment of invoice.

D. Sub-recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.

E. Complete the procurement(s) process not later than February 28, 2021.

F. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th. (Attachment 2)

G. Maintain a grant management filing system as required in this MOA.

H. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.

I. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2018 HSGP NOFO announcement and Grant Award and Special Conditions documents.

J. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-recipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) https://www.sam.gov/portal/public/SAM/ and the State Debarred Vendors Listing, http://www.pandc.nc.gov/actions.asp to verify that contractors or sub-recipients have not been suspended or debarred from doing business with the Federal government”.

K. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.

L. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.

M. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security.

N. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-recipient and shall not be reimbursed under this MOA.

O. Sub-recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.

P. Maintain an effective property management system that complies with the following requirements:
   i. Recipient and Sub-recipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Sub-recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than $5,000 to be inventoried. If so, such equipment purchased under
this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports
with backup documentation, certificate of title, and any other Sub-recipient reports or inventory reports that
include information regarding the grant, vendor, invoice number, cost per item, number of items, description,
location, condition and identification number may be used to meet this requirement.

ii. Sub-recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or
theft. Sub-recipient shall be responsible for replacing or repairing equipment which is willfully or negligently
lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully
documented, and made part of the official project records.

iii. Sub-recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment
in good condition.

iv. Disposition Procedures. Sub-recipient may dispose of the equipment when the original or replacement
equipment acquired under the grant award is no longer needed for the original project or program. Items with a
fair market value of less than $5,000 may be retained, transferred or otherwise disposed of with prior approval
of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit
standard Federal or fair market value in excess of $5,000 may be retained, transferred or otherwise disposed of
with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Sub-recipient
must provide documentation that includes the method used to determine current fair market value.

v. Only authorized equipment listed in the Authorized Equipment List (AEL), with appropriate grant listed are
eligible for purchases from this grant. For more guidance visit www.fema.gov.

Q. No indirect or administrative costs will be charged to this allocation award.

R. Sub-recipient must utilize equipment as intended in their project application to NCEM. Any variation from this
intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is
subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic
Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of
funds allocated for the purchase of said equipment.

S. Sub-recipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from
either of the following web links: www.dnb.com or http://fedgov.dnb.com/webform.

T. Each sub-recipient shall ensure their organization is registered with the System for Award Management (SAM). It
is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS
number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at
http://www.sam.gov. Future payments will be contingent on the information provided in SAM; therefore it is
imperative that the information is correct.

U. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any
training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Sub-recipient,
and shall not be reimbursed under this MOA.

10. Funding
All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and
NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available.
Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but
may not be limited to:

• the FY 2018 HSGP NOFO announcement, available at: www.fema.gov; 2 CFR Parts 200 Sub-part F, 215, 220, 225, and
230;
• Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and;

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the
Secretary of the Department of Public Safety.

11. Taxes
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Sub-recipient shall be considered to be an independent sub-recipient and as such shall be responsible for all taxes.

12. Warranty
As an independent sub-recipient, the Sub-recipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. Audit Requirements
For all DHS grant programs, Sub-recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

14. State Property
Sub-recipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Sub-recipient unless noted in section 8 of the MOA.

15. Points of Contact
To provide consistent and effective communication between Sub-recipient and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Sub-recipient point of contact shall be the HSGP Program Manager or the person designated by the Sub-recipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential information shall be information that:

   A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
   B. Is or becomes part of the public domain, through no fault of the receiving party.
   C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
   D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access
While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Subcontracting
If Sub-recipient subcontracts any or all purchases or services required under this Agreement, then Sub-recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-recipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-recipient
subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Sub-recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Sub-recipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

18. Situs
This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws
This Agreement is entered into in compliance with all State and Federal antitrust laws.

20. Other Provisions/Severability
Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Sub-recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

21. Compliance with the law
Sub-recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2018 HSGP NOFO announcement.

22. Entire Agreement
This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

23. Modification
This Agreement may be amended only by written amendments duly executed by the Recipient and the Sub-recipient.

24. Certification of eligibility--Under the Iran Divestment Act
Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran

B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List

C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx, and is updated every 180 days. For questions about the Department of State Treasurer’s Iran Divestment Policy, please call (919) 814-3852.

25. Termination
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The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2021. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2018 HSGP NOFOA, incorporated by reference herein, the Sub-recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

26. Scope of Work
Sub-recipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

A. Scope of Work Summary
   i. Completed appropriate report forms with invoices and proof(s) of payment
   ii. Audit findings and corrective action plans
   iii. Equipment inventory records with photo documentation of labeling

B. Semi-annual summary (progress report) no later than July 15th to the NCEM Grant Manager and/or NCEM Field Planner to ensure:
   i. The project deliverables are being met.
   ii. Each grant contract is operating within budget.

C. Documentation to be provided throughout the Period of Performance of the grant:
   i. Quarterly project progress reports
   ii. Sub-recipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
   iii. After action report from exercise
   iv. Training course roster and description
   v. Any other documentation that would be pertinent
   vi. All legible and complete invoices and receipts detailing the expenses associated with the project.

Receipts must contain the following information:
   • Name and address of the vendor or establishment providing the product or service.
   • Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
   • Date the product or service was provided.
   • Itemized description of all products or services.
   • Unit price of products or services (if applicable).
   • Total amount charged.

   vii. Proof of payment of expenses associated with the project

27. Lobbying Prohibition
The Sub-recipient certifies, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or Federal agency, a member of the NC General Assembly, 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.

B. 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.
C. The undersigned shall require that the language of this certification be included in the award documents for all sub-
awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative
agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representative 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.

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter
referred to as the “contractor”) agrees as follows:

A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in
Federally-Assisted Programs of the 2 CFR, 200 and North Carolina regulation as they may be amended from time
to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of
this contract.

B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not
discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including
procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly
in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the
contract covers a program set forth in Appendix B of the Regulations.

C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by
competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including
procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the
contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on
the grounds of race, color, sex, or national origin.

D. Information and Reports: The contractor shall provide all information and reports required by the Regulations or
directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of
information, and its facilities as my be determined by the Recipient or the Research and Special Programs
Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions.
Where any information required of a contractor is in the exclusive possession of another who fails or refuses to
furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs
Administration as appropriate, and shall set forth what efforts it has made to obtain such information.

E. Sanctions for Noncompliance: In the event of the contractors noncompliance with nondiscrimination provisions of
this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs
Administration may determine to be appropriate, including, but not limited to:
   i. Withholding of payments to the contractor under the contract until the contractor complies.
   ii. Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: The contractor shall include the provisions of every subcontract, including procumbent
of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The
contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and
Special Programs Administration may direct as a means of enforcing such provisions including sanctions for
noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with,
litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to
enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States
to enter such litigation to protect the interests of the United States.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964
Sub-recipient hereby agrees that as a condition to receiving any Federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F, Nondiscrimination in Federally-Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discriminated under any program or activity for which the Sub-recipient receives Federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Sub-recipient hereby gives the following specific assurance with respect to the project:

A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.

D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.

E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, Sub-recipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.

F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, Sub-recipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-recipient executed in expending these grant funds:

A. The [Sub-recipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Sub-recipient [licensee, lessee, permittee, etc.] shall maintain and operate such
facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.

B. That in the event of breach of the above nondiscrimination covenants, Sub-recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossession said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.

C. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-recipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Sub-recipient:

A. The [Sub-recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-recipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossession said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

C. That in the event of breach of any of the above nondiscrimination covenants, Sub-recipient shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-recipient and its assigns.

* Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act
The Sub-recipient agrees:

A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-recipient, its third-party contractors, subcontractors, or their employees to accomplish a DHS function.

B. To notify DHS when the Sub-recipient or any of its third-party contractors, subcontractors, sub-recipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.

C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or sub Recipient, that
it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the DHS.

32. Certification Regarding Drug-Free Workplace Requirements (Sub-recipients Other Than Individuals)
This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub-Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient’s workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establish a drug-free awareness program to inform employees about:
   i. The dangers of drug abuse in the workplace
   ii. The Sub-recipient’s policy of maintaining a drug-free workplace
   iii. Any available drug counseling, rehabilitation, and employee assistance programs
   iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A.

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
   i. Abide by the terms of the statement.
   ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

E. Notifying the agency within ten days after receiving notice under subparagraph (D)(ii), from an employee or otherwise receiving actual notice of such conviction.

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
   i. Taking appropriate personnel action against such an employee, up to and including termination.
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

33. Execution and Effective Date
This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Sub-recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2018. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

34. Term of this Agreement
This agreement shall be in effect from September 1, 2018 to February 28, 2021.
IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2018

NC DEPARTMENT OF PUBLIC SAFETY  
DIVISION OF EMERGENCY MANAGEMENT  
1636 GOLD STAR DR  
RALEIGH, NC 27607

BY: ________________________________  
MICHAEL A. SPRAYBERRY, DIRECTOR  
NORTH CAROLINA EMERGENCY MANAGEMENT

DARE COUNTY  
370 AIRPORT ROAD  
MANTEO, NC 27954

BY: ________________________________  
Bobby Cullen

APPROVED AS TO PROCEDURES:

BY: ________________________________  
JAMES J. CHEROKEE, CONTROLLER  
DEPARTMENT OF PUBLIC SAFETY

BY: ________________________________  
WILLIAM POLK, ASSISTANT GENERAL COUNSEL  
REVIEWED FOR THE DEPARTMENT OF  
PUBLIC SAFETY, BY WILLIAM POLK,  
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE  
PURPOSES OF THE US DEPARTMENT OF  
HOMELAND SECURITY GRANT PROGRAMS

BY: ________________________________  
ERIK A. HOOKS, SECRETARY  
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2018 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.
Attachment 1
INSTRUCTIONS FOR COMPLETING EM FORM 67

A. **Applicant Information**
   - **EM Agency Name** - Type or print the official legal title of your Emergency Management (EM) agency.
   - **Street Address, City, Zip Code+4** - Type or print the street address, city, and nine-digit zip code.
   - **D-U-N-S Number** - Type or print the unique nine-digit identification number for your county’s agency. 
     *NOTE: Your financial personnel should be able to provide you with this number.*
   - **EIN/Tax ID Number** - Type or print the unique nine-digit identification number for your county’s agency. 
     *NOTE: Your financial personnel should be able to provide you with this number.*
   - **SAM Registered** - Each applicant must be registered in the federal System for Award Management (SAM) annually in order to be eligible to receive EMPG monies. The URL is [https://www.sam.gov/](https://www.sam.gov/).
   - **Expiration Date** – What is the expiration date for your SAM account?

B. **Applicant Point of Contact Information** - Type or print the name and contact information of the person responsible for the day-to-day management of the grant once awarded.

C. **County EM Program Manager Contact Information** - Type or print the name of the county EM Program Manager.

D. **MOA Signatory Information** - Type or print the name and contact information of the person that has signatory authority to accept the grant award on behalf of the municipality.

E. **Project Information** - Type or print a detailed description of the project/activity to be reviewed for grant award approval.

F. **FEMA Reporting and Review Requirements**
   - **Core capabilities** - Select a capability that best describes this project (Required by FEMA for Annual Reporting).
   - **Environmental Historical Preservation** - Complete if your project involves construction, modification or installation of equipment to a permanent fixture.
   - **Project Milestone** - Describe the steps that will help you complete this project.

G. **Certification** - Verify that all application information is correct.

**This project must be submitted by email to FeliciaD.johnson@ncdps.gov on or before March 15, 2018.**
**NORTH CAROLINA EMERGENCY MANAGEMENT**
**FFY 2018 HOMELAND SECURITY GRANT**
**(HSGP)**

**APPLICATION**
Submission Deadline: March 15, 2018

**A. Applicant Information**
*(When awarded a grant, the applicant will be referred to as the sub-recipient)*

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Dare County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>370 Airport Road (PO Box 1000)</td>
</tr>
<tr>
<td>City</td>
<td>Manteo, NC</td>
</tr>
<tr>
<td>DUNS Number</td>
<td>188000723</td>
</tr>
<tr>
<td>Tax ID Number</td>
<td>56-000292</td>
</tr>
<tr>
<td>Registered in SAM? (Registration is required)</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**B. Applicant Point of Contact Information**
*(Primary point of contact for all communication regarding the grant)*

<table>
<thead>
<tr>
<th>Name</th>
<th>Drew Pearson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency</td>
<td>Dare County Emergency Management</td>
</tr>
<tr>
<td>Title</td>
<td>Director</td>
</tr>
<tr>
<td>Phone (Work)</td>
<td>252-475-5897</td>
</tr>
<tr>
<td>Phone (Mobile)</td>
<td>252-216-6012</td>
</tr>
<tr>
<td>Street Address</td>
<td>370 Airport Road (PO Box 1000)</td>
</tr>
<tr>
<td>City</td>
<td>Manteo</td>
</tr>
<tr>
<td>ZIP + 4</td>
<td>27954</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Drew.pearson@darenc.com">Drew.pearson@darenc.com</a></td>
</tr>
</tbody>
</table>

**C. County EM Program Manager Contact Information**
*(This is usually either the emergency manager or fire marshal.)*

<table>
<thead>
<tr>
<th>Name</th>
<th>Drew Pearson</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:Drew.pearson@darenc.com">Drew.pearson@darenc.com</a></td>
</tr>
</tbody>
</table>

**D. MOA Signatory Information:**
*(Individual who has the authority to sign the grant agreement, if more than one signatory is required add contact information on separate sheet)*

<table>
<thead>
<tr>
<th>Name</th>
<th>Bobby Outten</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency</td>
<td>Dare County</td>
</tr>
<tr>
<td>Title</td>
<td>Manager/Attorney</td>
</tr>
<tr>
<td>Street Address</td>
<td>954 Marshal C. Collins Drive</td>
</tr>
<tr>
<td>City</td>
<td>Manteo</td>
</tr>
<tr>
<td>ZIP + 4</td>
<td>27954</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Outten@darenc.com">Outten@darenc.com</a></td>
</tr>
</tbody>
</table>

***Please attach information for additional MOA Signatory, if necessary***
E. Project Information
(Project or activity to be reviewed for grant award approval)

| State, Local (DPR), or Local Non-DPR Project | Local |
| If Local, select DPR number | DPR 1 |

Project Name

Dare County MERT Project

Project Description

Project acquires a self-contained easily deployable Multiple Event Response Trailer (MERT) w/ electronic message board. MERT can be used to manage traffic/set control point during evacuations, large scale event like WMD, terror related attacks and during periods of heightened security due to threats to citizens. Currently equipment is scattered & hard to deploy. MERT w/ message board will allow one person to bring all needed equipment to a scene, set it up & establish a safe traffic control point/perimeter w/ an easy to read/see message board & traffic control devices.

In addition to completing this section, applicants will need to submit at least one Budget Sheet attachment for every solution area in which they request funding.

<table>
<thead>
<tr>
<th>Solution Area</th>
<th>Funding Amount</th>
<th>Funds Dedicated to LETP*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equipment</td>
<td>$27,500.00</td>
<td></td>
</tr>
<tr>
<td>(Only AEL listed equipment)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exercise</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL FUNDING</td>
<td>$27,500.00</td>
<td></td>
</tr>
</tbody>
</table>

*If applicable, provide the proposed funding amount that will be spent on Law Enforcement Terrorism Prevention (LETP)*.

Regionalization

This trailer will be placed in Dare County, however it will be available to any DPR that may have a use for it.

Deployable? Can the project be deployed to other jurisdictions? Yes
Sharable? If the asset cannot be moved, can it be shared with other jurisdictions? Yes

Project Management

This project will be hosted by Dare County. Upon delivery the field planners will do a site visit and apply proper stickers identifying this as a Homeland Security Grant purchase and record serial numbers for database, and assist Dare County with all Grant closeout paperwork.

Fusion Center

Does this proposal contribute to development and operation of the fusion center? No
If "Yes", please explain.

### F. FEMA Reporting and Review Requirements
*(The following information is required by FEMA.)*

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Does this project support a previously awarded investment?</td>
<td>No</td>
</tr>
<tr>
<td>2) If yes, from which year?</td>
<td>Choose an item.</td>
</tr>
<tr>
<td>3) Project name?</td>
<td></td>
</tr>
<tr>
<td>4) How much funding was awarded?</td>
<td>$</td>
</tr>
<tr>
<td>5) Last completed milestone?</td>
<td></td>
</tr>
</tbody>
</table>

**Is this project new or ongoing?** New

**This project will:**
- ☒ Sustain or continue current capabilities
- ☐ Complete a current project
- ☐ Build or increase current capabilities *(Only select if the project will significantly increase capacity)*

**Which Core Capability(s) Best Describes this Project?** *(Required by FEMA for Annual Reporting)*
[https://www.fema.gov/core-capabilities](https://www.fema.gov/core-capabilities)

<table>
<thead>
<tr>
<th>Core Capability</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
<td>☐</td>
</tr>
<tr>
<td>Operational Coordination</td>
<td>☒</td>
</tr>
<tr>
<td>Forensics and Attribution</td>
<td>☐</td>
</tr>
<tr>
<td>Interdiction and Disruption</td>
<td>☐</td>
</tr>
<tr>
<td>Screening, Search, and Detection</td>
<td>☐</td>
</tr>
<tr>
<td>Access Control and Identity Verification</td>
<td>☐</td>
</tr>
<tr>
<td>Physical Protective Measures</td>
<td>☐</td>
</tr>
<tr>
<td>Supply Chain Integrity and Security</td>
<td>☐</td>
</tr>
<tr>
<td>Cyber Security</td>
<td>☐</td>
</tr>
<tr>
<td>Housing</td>
<td>☐</td>
</tr>
<tr>
<td>Fatality Management Services</td>
<td>☐</td>
</tr>
<tr>
<td>Intelligence and Information Sharing</td>
<td>☐</td>
</tr>
<tr>
<td>Community Resilience</td>
<td>☐</td>
</tr>
<tr>
<td>Mass Care Services</td>
<td>☐</td>
</tr>
<tr>
<td>Public Health and Medical Services</td>
<td>☐</td>
</tr>
<tr>
<td>Risk Management for Protection Programs and Activities</td>
<td>☐</td>
</tr>
<tr>
<td>Planning</td>
<td>☐</td>
</tr>
<tr>
<td>Critical Transportation</td>
<td>☐</td>
</tr>
<tr>
<td>Environmental Response/Health and Safety</td>
<td>☐</td>
</tr>
<tr>
<td>Natural and Cultural Resources</td>
<td>☐</td>
</tr>
<tr>
<td>Fire Management and Suppression</td>
<td>☐</td>
</tr>
<tr>
<td>Infrastructure Systems</td>
<td>☐</td>
</tr>
<tr>
<td>Logistics and Supply Chain Management</td>
<td>☐</td>
</tr>
<tr>
<td>On-scene Security, Protection, and Law Enforcement</td>
<td>☐</td>
</tr>
<tr>
<td>Operational Communications</td>
<td>☐</td>
</tr>
<tr>
<td>Threats and Hazard Identification</td>
<td>☐</td>
</tr>
<tr>
<td>Risk/Disaster Resiliency Assessment</td>
<td>☐</td>
</tr>
<tr>
<td>Mass Search and Rescue Operations</td>
<td>☐</td>
</tr>
<tr>
<td>Public Information and Warning</td>
<td>☐</td>
</tr>
<tr>
<td>Health and Social Services</td>
<td>☐</td>
</tr>
<tr>
<td>Economic Recovery</td>
<td>☐</td>
</tr>
<tr>
<td>Long-term Vulnerability Reduction</td>
<td>☐</td>
</tr>
<tr>
<td>Situational Assessment</td>
<td>☐</td>
</tr>
</tbody>
</table>

**Environmental and Historic Preservation**

- Does this project require new construction, renovation, retrofitting, or modification of existing structures? **No**
- Does this project require affixing equipment (e.g. TV, Monitor, and radio equipment) to an existing structure? **No**

**If you answered Yes to either question above, please provide explanation:**

**Project Milestones:** *Describe the major steps that will occur over the process of completing the project and include the estimated date of those steps. Project plan should be no longer than 36 months.*

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date (mm/yyyy)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit Application</td>
<td>3/18</td>
</tr>
<tr>
<td>Vetting of project at SRC</td>
<td>4/18</td>
</tr>
<tr>
<td>Project funded</td>
<td>Fall of 2018</td>
</tr>
<tr>
<td>Grant Closeout</td>
<td>Upon Purchase</td>
</tr>
</tbody>
</table>
G. Certification:
(Verification that all application information is correct)
I certify that:
☒ This application includes the following:
☐ Completed and accurate information.
☒ Completed budget sheet(s).
☐ If applying as a nonprofit, documentation demonstrating nonprofit status.

☒ No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

☒ In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities. By submitting this project proposal, you and all participating entities are certifying that your locality/state agency is NIMS compliant.

☒ Submission of the project proposal does not guarantee funding.

☒ Any projects allocated funds will be required to check all purchases against the Allowable Equipment Lists https://www.fema.gov/authorized-equipment-list.

☒ Any changes made to this project after the submission deadline must be approved by the Homeland Security Section Grants Branch Manager and an updated application must be submitted.

**This project must be submitted by email to FeliciaD.johnson@ncdps.gov on or before March 15, 2018.**
## FY 2018 HSGP - Equipment Budget Form

### EQUIPMENT REQUEST

<table>
<thead>
<tr>
<th>Equipment Description &amp; Primary Use</th>
<th>AEL #</th>
<th>NIMS Resource Type</th>
<th># items</th>
<th>Item Cost</th>
<th>Extended Cost</th>
<th>Tax</th>
<th>Shipping/Handling</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobile Emergency Response Trailer w/message board</td>
<td>12TR-00-TEQP</td>
<td></td>
<td>1.00</td>
<td>$ 27,500.00</td>
<td>$ 27,500.00</td>
<td></td>
<td></td>
<td>$ 27,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL PLANNED EQUIPMENT EXPENDITURES $27,500.00**

DocuSign Envelope ID: 70013F67-EF72-41F9-9670-8313B317FC52
Attachment 2
# Quarterly Progress Report

Sub-Recipient: Dare County  
MOA Number: 1813  
FY 2018 HSGP — EMW-2018-SS-00055

Quarter (list dates): Grant Award Amount: $27,500.00  
Funds Expended Prior Quarters:  
Funds Expended This Quarter:

<table>
<thead>
<tr>
<th>Activities</th>
<th>Metric</th>
<th>Current Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Equipment</td>
<td>Dates, current status. For example: list needs identified, items in vendor negotiation, purchased, placed in service, etc.</td>
<td></td>
</tr>
<tr>
<td>2. Planning</td>
<td>Dates, current status. For example: list needs identified, updates or revisions made to plans, or those to be made.</td>
<td></td>
</tr>
<tr>
<td>3. Training</td>
<td>Dates, status of training. For example: list identified needs; training planned, in progress, or conducted (with agenda and roster attached).</td>
<td></td>
</tr>
<tr>
<td>4. Exercise</td>
<td>Dates, status of exercise. For example: list identified needs; exercise(s) planned, in progress, or conducted (with After Action Report attached).</td>
<td></td>
</tr>
</tbody>
</table>

Report submitted by:  
Date:

**Quarterly Progress Reports are due:**  
January 15  
April 15  
July 15  
October 15
Attachment 3
**Grant-Funded Typed Resource Report**

**Tool Instructions:**
1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA’s National Integration Center (NIC) that the equipment supports, if NIMS Typed.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

<table>
<thead>
<tr>
<th>SUBGRANTEE: Carolina County</th>
<th>GRANT#: 2013-SS-00033-501-13xx</th>
<th>PROJECT: Generators &amp; Generator Switches</th>
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<tr>
<th>Equipment or Training</th>
<th>NIMS Typed Discipline State/Local Discipline/Community of Interest Supported</th>
<th>NIMS Typed Resource Supported</th>
<th>NIMS Type #:</th>
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<tbody>
<tr>
<td>Equipment</td>
<td>Fire / Hazmat NIMS Typed Resource Supported</td>
<td>HazMat Entry Team I</td>
<td>N/A</td>
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<tr>
<td>Training</td>
<td>Incident Management NIMS Typed Resource Supported</td>
<td>Incident Management Team II</td>
<td>N/A</td>
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<tr>
<td>Equipment</td>
<td>Public Health and Medical NIMS Typed Resource Supported</td>
<td>State / Local Other (provide in comments section)</td>
<td>State / Local Other</td>
</tr>
<tr>
<td>Training</td>
<td>Search and Rescue NIMS Typed Resource Supported</td>
<td>US&amp;R Task Forces II</td>
<td>N/A</td>
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<tr>
<th>Typed Equipment Purchased</th>
<th># of Personnel Trained for Typed Teams</th>
<th># of Typed Teams Trained</th>
<th>Sustain Current Capability/Add New Capability</th>
<th>Core Capability Supported</th>
<th>Cost of Purchase</th>
<th>Comments</th>
</tr>
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<tbody>
<tr>
<td>WMD Liquid Splash Protective CPC</td>
<td>N/A</td>
<td>N/A</td>
<td>Add New</td>
<td>Environmental Response / Health and Safety</td>
<td>$ 90,000.00</td>
<td>This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team. This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training. The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource. 63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.</td>
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<tr>
<td>N/A</td>
<td>N/A</td>
<td>55</td>
<td>Sustain Current</td>
<td>Operational Coordination</td>
<td>$ 150,000.00</td>
<td></td>
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<tr>
<td>N/A</td>
<td>N/A</td>
<td>63</td>
<td>Sustain Current</td>
<td>Mass Care Services</td>
<td>$ 100,000.00</td>
<td></td>
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<tr>
<td>N/A</td>
<td>N/A</td>
<td>63</td>
<td>Sustain Current</td>
<td>Mass Search and Rescue Operations</td>
<td>$ 75,000.00</td>
<td></td>
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</tbody>
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Attachment 3  
Grant-Funded Typed Resource Report

**Tool Instructions:**

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.

2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA’s National Integration Center (NIC) that the equipment supports, if NIMS Typed.

3a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.

3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .

4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the ‘+’ above the ‘Cost of Purchase’ column to show more ‘Core Capability Supported’ columns.

5. Enter the cost of the equipment or training.

6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

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<th>SUBGRANTEE:</th>
<th>GRANT#:</th>
<th>PROJECT:</th>
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<tr>
<td><strong>Equipment or Training</strong></td>
<td><strong>NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported</strong></td>
<td><strong>NIMS Typed Resource Supported</strong></td>
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Attachment 4
The FY 2018 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2018. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

**Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**

DHS financial assistance recipients must complete either the OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 C.F.R. Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

**DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.

2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* ([https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool](https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool)) within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission, recipients are only required to submit updates. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS.

The United States has the right to seek judicial enforcement of these obligations.

**Acknowledgment of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

DHS Standard Terms & Conditions: Version 8.1

Page 1 of 5

April 9, 2018
**Age Discrimination Act of 1975**

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101–12213).

**Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Civil Rights Act of 1968**

Recipients must comply with *Title VIII of the Civil Rights Act of 1968*, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See 42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. § 100.201.)

**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Drug-Free Workplace Regulations**

You as the recipient must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).
DHS Standard Terms & Conditions: Version 8.1

April 9, 2018

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Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

Recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000, (TVPA) as amended by 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

USA Patriot Act of 2001

Recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

Attachment 5
**Required Sub-Recipient File Documentation**

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- Completed appropriate cost report forms with invoices and proof(s) of payment
- Audit Findings and Corrective Action Plans
- Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- Backup documentation, such as bids and quotes.
- Cost/price analyses on file for review by Federal personnel, if applicable.
- Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification. Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.
Systel Statement of Work

Description
The existing Statement of Work with Systel, who provides the County with multi-function copy machines, has expired. This is a new contract with a 4 year term utilizing US Communities pricing. Black/white per copy cost remains at $0.032. Color per copy cost decreases from $0.075 to $0.062.

Board Action Requested
Approve Statement of Work

Item Presenter
Robert Outten - County Manager
Managed Print Services
Statement of Work (SOW)

Section I. Statement of Work Purpose
Systel Business Equipment Co., Inc. ("Systel") will provide to Dare County a Managed Print Services program. The program will provide office printing devices, all consumables (excluding paper), onsite service to install & configure devices, operational support of devices, receive and monitor service calls, provide consumables for replacement by agency, perform all maintenance and support, and provide reporting of usage per device. The goal of the program is to provide economical printing through device optimization while meeting departmental printing requirements for a cost per page fee. The Systel Project Team, including your locally assigned account manager; David Dutton, Branch Sales Manager; Jason Weeks and Regional Director of Sales; Danielle Walker are willing to meet quarterly with Dare County to review performance and service metrics and make recommendations to best suit the Dare County through device management.

Section II. Responsibilities Expected of the Selected Vendor
Systel will provide Dare County with subject matter experts as needed to complete all required Project Management requirements as defined in Section VI.

Section III. Process Schedule
Release DRAFT SOW  11/30/2018
Final SOW  12/10/2018
Decision Date  TBD
Install Date  Scheduled immediately after PO and signed SOW

Purchase order referencing the month in terms, price per page for mono and color, and pre audit certification guidelines is required before equipment may be ordered by Systel.

Section IV. Proposal Contents and Organization
This Statement of Work (SOW) is between Dare County and Systel Business Equipment Co. Inc. ("Vendor" or "Contractor"). US Communities pricing has been utilized to support the Managed Print initiative and printing requirements at Dare County within this Statement of Work.

Solution Offering Overview
The Systel Solution offered in this Statement of Work will provide Dare County with options to replace the current Systel provided Ricoh Multi-Function Devices throughout the county.

Systel’s team (identified below) will meet all requirements specified herein

David Dutton  Account Manager
Jason Weeks  Sales Manager
Danielle Walker  Regional Director of Sales
Justin Helmer  Service Manager
Chris Rankin  Primary Assigned Service Technician
Daniel Elwell  Secondary Assigned Service Technician
Dare County will be assigned one primary technician to handle and resolve open issues on the devices offered under this contract on a priority basis as reported. Additional resources are available on an as needed basis and will be provided and coordinated through the Primary Assigned Technician and/or by the Service Manager.

In order to fulfill the SOW appropriately, Systel requests a space for storage of supplies and devices to be utilized as hot spares. Dare County agrees to identify an area or areas to fulfill this request prior to finalizing the Statement of Work.

Meter collection is required with this program. Systel will provide a data collection agent for the agency to utilize. If at any time the meter collection program is not reporting meters, the agency agrees that meters will be submitted to Systel in a timely manner to ensure billing accuracy.

Current & Proposed Future Fleet Strategy
Dare County currently has a fleet of devices provided by Systel Business Equipment. The new Systel solution will replace those devices with Ricoh Multi-Function equipment. Device placement has been mutually agreed upon.

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## Register of Deeds Room 165A, Manteo

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**Cost Per Item per Device Type and Recommended Future State**

Systel will provide Dare County with an all-inclusive cost per page printing solution, excluding paper. New devices, parts, labor, consumables like toner and staples, and maintenance are included. Genuine Manufacturer Supplies will be utilized for the term of this agreement.

**48-month cost per page:**

| Mono Cost Per Page | .032 | Color Cost Per Page | .062 |

Devices that fail or become unserviceable during the contracted term will be replaced with a device that has the same capabilities and is similar in speed, age, and condition or better at no additional cost to Dare County. Systel will add equipment as necessary for new needs that arise during the term of the contract. Devices relocations should be scheduled with *adequate notice* with Systel. *Adequate notice* is 48 hours prior to the move. Emergency relocations required during the term of the contract may be chargeable by Systel, not to exceed $79 per hour, and Systel will discuss and specify charges to be incurred at the time that the time the relocation is scheduled. Systel will request a purchase order number for any such service.

Temporary equipment will be supplied as necessary at the stated cost per page in the event of a disaster, there will be no delivery or pick up fee when this is required. There will be no charge for device relocations where it is in the best interest of the County to move the
device to an area where it may create efficiencies.

End of Life/Failure/Replacement Device Requirements
Upon request, all devices equipped with hard drives, placed as part of this agreement will be erased using factory procedures by trained Systel Representatives. Alternatively, for a fee of $120 per hard drive, Systel will remove the hard drive and turn it over to Dare County for disposal when required. Upon request, Systel will provide Dare County a certificate to prove that all hard drives have been wiped to include serial number of each device.

Section V. Agency Requirements
1.0 Term of the Statement of Work
1.1 Effective Date
This contract is effective ________________, or the date the Dare County obtains all required signatures.

1.2 Expiration Date
Contract expires **48 months** from the above effective date, or until obligations have been satisfactorily fulfilled, whichever is first. The contract expiration date is ________________. The county may extend the term of the contract to month-to-month once the initial term has expired.

2.0 Vendor’s Duties
The Vendor, will perform all duties as specified in Section III.

3.0 Vendor’s Project Manager and Authorized Representative:

<table>
<thead>
<tr>
<th>Name, Title</th>
<th>David Dutton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>205 E. Arlington Blvd Greenville, NC 27858</td>
</tr>
<tr>
<td>Phone</td>
<td>252-756-5716</td>
</tr>
<tr>
<td>Fax</td>
<td>252-756-6712</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:david.dutton@systeloa.com">david.dutton@systeloa.com</a></td>
</tr>
</tbody>
</table>

4.0 Dare County’s Project Manager - Dare County’s Project Manager for this SOW:

<table>
<thead>
<tr>
<th>Name, Title</th>
<th>Dustin Peele</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>954 Marshall C. Collins Drive, Manteo NC 27954</td>
</tr>
<tr>
<td>Phone</td>
<td>252-475-5891</td>
</tr>
<tr>
<td>Fax</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:dustin.peele@darenc.com">dustin.peele@darenc.com</a></td>
</tr>
</tbody>
</table>

Dare County’s Project Manager, or his/her successor, will sign progress reports, review billing statements, make recommendations to Dare County’s Authorized Representative for acceptance or rejection of Vendor’s goods or services and make recommendations to Dare County’s Authorized Representative for certification of payment of each Invoice submitted by Vendor.

5.0 Dare County’s Authorized Representative for this Work Order Contract will be:

<table>
<thead>
<tr>
<th>Name, Title</th>
<th>Sally Defosse</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>954 Marshall C. Collins Drive, Manteo NC 27954</td>
</tr>
</tbody>
</table>
6.0 Payment:

**Invoices:** Dare County will promptly pay the Vendor after the Vendor presents an itemized invoice for the services actually performed in an excel format by device. Each device will be assigned a departmental code, provided by Dare County. Systel will work with Dare County to identify the field level data to create a file compatible with the County financial system. Dare County will also receive master and departmental billing. Invoices must be submitted timely and according to the following schedule.

**Quarterly billing** will be based on actual print volume and be billed in arrears at the all-inclusive cost per page specified in this Statement of Work. Meters will not be estimated, Systel will contact the Dare County Purchasing Agent for missing reads prior to each billing cycle.

Notwithstanding any provision in this Agreement to the contrary, Systel and the Customer agree that in the event that the Customer has not appropriated sufficient funds for the services provided under this Agreement (and such appropriation was specifically required to pay the payments herein) and the funds are not otherwise available to Customer to pay for the services under this Agreement; and there is no other legal procedure by which payment can be made to Systel and the non-appropriation of funds did not result from any act or failure to act on the part of the Customer, Customer shall have the right to return the equipment to Systel (at Systel’s expense, to a destination that Systel directs, in good working condition less normal wear and tear); and cancel this Agreement by notice to such effect served not less than thirty (30) days prior to the end of the Customer’s fiscal year.

Upon such early cancellation Customer may not thereafter acquire functionally similar equipment or services for the full original term of this Agreement. In the event, subsequent to such early cancellation funds are made available to Customer for equipment and services which will provide services and functions which are in whole or part the same or similar to which the equipment and services was provided under this Agreement than Customer agrees at Systel’s option to again acquire such services and equipment from Systel.

Systel will be the exclusive provider and servicer of multi-function equipment for Dare County for the contracted term herein. The county agrees that all equipment placed by Systel will remain in normal business use for the full term of the contract. Dare County will not enter into agreements for multi-function devices outside of this agreement with any other company besides Systel for the term. Systel will work with the county to add devices based upon departmental needs analysis as new requirements arise during the term of the agreement.

**E-VERIFY** CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133-3.(c)(2), contracts solely for the purchase of goods, apparatus, supplies, materials, or equipment are exempt from this provision.
7.0 **Agency Locations:**
Dare County Locations to be covered under the Work Order are as follows:

- 1000 Westcott Park
- 1018 Driftwood Drive
- 107 Exeter Street
- 109 Exeter Street
- 138 California Lane
- 2077 Collington Road
- 2089 Collington Road
- 23697 NC Highway 12
- 2601 N. Croatan Highway
- 2808 S. Croatan Highway
- 300 Mustian Street
- 359 Water Plant Road
- 410 Airport Road

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**Dare County**

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**Systel Business Equipment Co., Inc.**

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Board Appointments

Description
The Dare County Board of Commissioners will consider the following Board Appointments:
Albemarle Commission - Board of Directors
Juvenile Crime Prevention Council
Nursing Home Community Advisory Council
Older Adult Services Advisory Council
Tourism Board

Complete information about the appointments will appear after this page.

Upcoming Board Appointments for the next three months are listed at the end.

Board Action Requested
Make Board Appointments and Announce Upcoming Appointments

Item Presenter
Robert Outten, County Manager
BOARD APPOINTMENT SUMMARY – JANUARY 7, 2019

Albemarle Commission – Board of Directors

• Commissioner Ross’s term expires in January
• Commissioner Ross would like to be reappointed.

Juvenile Crime Prevention Council

• The Juvenile Crime Prevention Council has recommended Jennifer Alexander be appointed to fill the vacancy for the member of the Business Community.
• The Juvenile Crime Prevention Council has recommended Melanie Gonzalez be appointed to fill the vacant student representative seat.
• Applications have been received from: Jennifer Alexander, Shannon Brooks, Lynette Ford, Melanie Gonzalez, Allen Moran

Nursing Home Community Advisory Council

• Mary Jernigan and Melissa McCarter terms expire in January
• Mary Jernigan and Melissa McCarter would like to be reappointed.

Older Adult Services Advisory Council

• David Faudie has submitted his resignation.
• An application has been received from Kenneth Bukantas
• The Older Adult Services Advisory Council recommends that Kenneth Bukantas be appointed to replace David Faudie

Tourism Board

The following have terms to expire this month:

Myra Ladd-Bone, Chamber of Commerce

Myra Ladd-Bone is eligible for reappointment.

The Outer Banks Chamber of Commerce has submitted three names and applications. Following is their suggested order of preference:

Myra Ladd-Bone
Robin Mann
Tim Kelly
Nancy Caviness, Town of Duck

Ms. Caviness is not eligible for reappointment as she has served two consecutive two year terms.

The Town of Duck has submitted three names and applications for consideration:
  Chuck Burdick
  Jonathan Britt
  Monica Thibodeau

The Town of Duck recommends Chuck Burdick be appointed.

Tonia Cohen, Outer Banks Hotel/Motel Association

Ms. Cohen is not eligible for reappointment as she has served two consecutive two year terms.

The Outer Banks Hotel/Motel Association has submitted three names and applications for consideration:
  Jamie Chisholm – President of OBHMA
  Jarrod Rabatin
  Lynsi Waddill

The Outer Banks Hotel/Motel Association would like for Jamie Chisholm to be appointed.

Christopher K. Nason, Town of Southern Shores

Mr. Nason is eligible for reappointment.

The Southern Shores Town Council unanimously voted on 12/11/18 to have Mayor Pro tem Chris Nason serve another term as Southern Shores Representative on the Dare County Tourism Board. Their two alternate nominations are Mayor Bennett and Councilman Conner.

Bobby Owens, Town of Manteo

Mr. Owens is eligible for reappointment.

The Town of Manteo has submitted the following:

"Attached are the three applications for the Tourist Bureau nominations for the Town of Manteo. Our Mayor Bobby Owens would like to be the Town's representative and reappointed."
Applications were submitted from:
  Bobby Owens
  Eddie Mann
  Darrell Collins

Pat Weston, Hatteras Island
Member at Large

Pat Weston is eligible for reappointment.

She would like to be reappointed.

UPCOMING BOARD APPOINTMENTS

February: Aging Advisory Council
          Planning Board
          Senior Tar Heel Legislature Delegates

March:   Parks and Recreation Advisory Council

April:   Airport Authority
          Manns Harbor Commission
**Description**

See Attached Summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager
BOARD APPOINTMENT
ALBEMARLE COMMISSION – BOARD OF DIRECTORS
(Two Year Term)

The following has a term to expire this month:

Rob Ross - Commissioner
(Current Term 1/17– 1/19)
(Originally Apptd. 1/17)

Commissioner Ross would like to be reappointed.

Other Members:
See attached list
# ALBEMARLE COMMISSION - BOARD OF DIRECTORS

(Two Year Term)

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>TERM EXPIRATION</th>
<th>ACTION</th>
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<tbody>
<tr>
<td>Rob Ross</td>
<td>1/19</td>
<td>Apptd. 1/17</td>
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<tr>
<td>P.O. Box 1032</td>
<td></td>
<td></td>
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<tr>
<td>Nags Head, NC 27959</td>
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<tr>
<td><a href="mailto:Rob.ross@darenc.com">Rob.ross@darenc.com</a></td>
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<td>252-480-3765 (H)</td>
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<td>252-216-8669</td>
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<tr>
<td>Howard Swain</td>
<td>12/19</td>
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<tr>
<td>252-305-5533</td>
<td></td>
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<tr>
<td><a href="mailto:jhowardswain@gmail.com">jhowardswain@gmail.com</a></td>
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NOTE: Meeting Date – 3rd Thursday ea. Month 6:30 p.m.

In July 1997 the Albemarle Commission was restructured with the Board of Directors comprising of one county commissioner from each of the 10 counties and 4 additional delegates. Dare County will have one of the four appointments.

In December 2009 the Albemarle Commission revised their bylaws concerning Board appointments and length of terms. The revision states that a county’s elected representative will serve a two year term, beginning January 1st and may not serve more than two consecutive terms.

Based on the Albemarle Commission by-laws, four counties, on a rotating basis, appoint an individual as their at-large member to serve a two year term. Peregrine White served as the at-large member 1/2008-1/2010
Terry Gore serves as the at-large member 1/2014-1/2016

7/97 – Richard Johnson apptd.
9/97 – Mary Berntsen apptd.
2/08 – Perry White apptd. as at large member.
1/14 – Terry Gore appointed as at large member.
12/18 – Howard Swain appointed as at large member

REVISED 12/18
Dare County Tourism Board

Description
See Attached Summary

Board Action Requested
Take Appropriate Action

Item Presenter
Robert Outten, County Manager
BOARD APPOINTMENTS

TOURISM BOARD
(Two Year Term)

The following have terms to expire this month:

Myra Ladd-Bone
Chamber of Commerce
(Current Term 12/16 – 12/18, Originally Apptd. 12/16)

The Outer Banks Chamber of Commerce has submitted three names and applications. Following is their suggested order of preference:

Myra Ladd-Bone
Robin Mann
Tim Kelly

Myra Ladd-Bone is eligible for reappointment.

Nancy Caviness
Town of Duck
(Current Term 12/16 – 12/18, Originally Apptd. 12/14)

Ms. Caviness is not eligible for reappointment as she has served two consecutive two year terms.

The Town of Duck has submitted three names and applications for consideration:

Chuck Burdick
Jonathan Britt
Monica Thibodeau

The Town of Duck recommends Chuck Burdick be appointed.
Tonia Cohen  
Outer Banks Hotel/Motel Association  
(Current Term 12/16 – 12/18, Originally Apptd. 5/14)

Ms. Cohen is not eligible for reappointment as she has served two consecutive two year terms.

The Outer Banks Hotel/Motel Association has submitted three names and applications for consideration:  
Jamie Chisholm – President of OBHMA  
Jarrod Rabatin  
Lynsi Waddill

The Outer Banks Hotel/Motel Association would like for Jamie Chisholm to be appointed.

Christopher K. Nason  
Town of Southern Shores  
(Current term 12/16– 12/18, Originally Apptd. 1/18)

Mr. Nason is eligible for reappointment.

The Southern Shores Town Council unanimously voted on 12/11/18 to have Mayor pro tem Chris Nason serve another term as the Southern Shores representative on the Dare County Tourism Board.

Their two alternate nominations are:  
Mayor Bennett and Councilman Conners.

Bobby Owens  
Town of Manteo  
(Current term 12/16 – 12/18, Originally Apptd. 1/18)

Mr. Owens is eligible for reappointment.
The Town of Manteo has submitted the following:
“Attached are the three applications for the Tourist Bureau nominations for the Town of Manteo. Our Mayor Bobby Owens would like to be the Town’s representative and reappointed.”

Applications were submitted from:
Bobby Owens
Eddie Mann
Darrell Collins

Pat Weston
Hatteras Island
Member at Large
(Current term 12/16 – 12/18, Originally Apptd. 12/16)

Pat Weston is eligible for reappointment.

She would like to be reappointed.
DARE COUNTY TOURISM BOARD
(Two Year Term)
Effective January 1, 1992

The Tourism Board promotes travel to and tourism in Dare County and its municipalities. Their objective is to promote and encourage tourism in Dare County with the aim of increasing visitation and revenue.

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<th>ACTION</th>
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<tbody>
<tr>
<td>Myra Ladd-Bone</td>
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<td>3053 Creek Rd.</td>
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<tr>
<td>Kitty Hawk, NC 27949</td>
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<tr>
<td>252-202-5689 (Cell) 252-449-5360 (O)</td>
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<tr>
<td>Outer Banks Chamber of Commerce</td>
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<td>Bambos Charalambous</td>
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<td>530 W. Aycock St.</td>
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<tr>
<td>Kill Devil Hills, NC 27948</td>
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<tr>
<td>715-05117 (H) 480-6677 (O)</td>
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<tr>
<td><a href="mailto:Bambos.charalambous@captaingeorges.com">Bambos.charalambous@captaingeorges.com</a></td>
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<tr>
<td>OB Rest. Assoc.</td>
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<td>Tonia Cohen</td>
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<td>213 Soundview Dr.</td>
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<td>261-6124 (H), 423-0019 (O)</td>
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<td>OB Hotel/Motel Asso.</td>
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<td>William &quot;David&quot; Pergerson</td>
<td>1-20</td>
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<td>Kill Devil Hills, NC 27948</td>
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<td>722-5099 (H) 261-3934 (O)</td>
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<tr>
<td><a href="mailto:David.pergerson@carolinadesigns.com">David.pergerson@carolinadesigns.com</a></td>
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<td>OB Asso. of Realtors</td>
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<td>Nancy Caviness</td>
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<td>P.O. Box 8278</td>
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<tr>
<td>Town of Duck</td>
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<td>Christopher K. Nason</td>
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<td>72 Trinity Trail</td>
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<td>Southern Shores, NC 27949</td>
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<tr>
<td>599-2996 (H) 441-6767 (O)</td>
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<tr>
<td>cnason@southernhhores nc.gov</td>
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<tr>
<td>Town of Southern Shores</td>
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</tr>
<tr>
<td>Jeff Pruitt</td>
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<td>3890 Poor Ridge Road</td>
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<tr>
<td>Kitty Hawk, NC 27949</td>
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<td>261-9055 (H) 207-9055 (cell)</td>
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<tr>
<td>Town of Kitty Hawk</td>
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<tr>
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<td>Mike Hogan</td>
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<td>Webb Fuller</td>
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<td>Wally Overman</td>
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<td>Reapptd.</td>
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</table>

**NOTES:**

**MEETING INFO:** 3rd Thursday of each month, 9:00 a.m., 1 Visitors Center Circle, Manteo, NC

**CONTACT INFO:** Susie Walters, Chair  
Lee Nettles, Director, Outer Banks Visitors Center

**MEMBERS COMPENSATED:** $125 per meeting—Steering Committee Members, $100 per meeting—other members

**TERM LIMITS:** Members may only serve 2 consecutive 2-year terms

Some members were appointed for one year in order to stagger the terms (1992)

Luther Daniels was apptd. 1/92 and resigned 5/92. Gus Granitzki was appointed to fill unexpired term. Stuart Bell replaced RV Owens III 11/92.
Terrence Gray replaced Cecil Williams 11/92.
Don Bryan replaced Geneva Perry as member at large 11/93.
Carl Parrott replaced Paul Pruitt 12/93.
Lacy McNeil replaced Terence Gray 12/93.
Renee Cahoon replaced Don Bryan as Town of Nags Head representative 12/93.
Myra Ladd replaced Stuart Bell as Ch. of Commerce rep. 12/94.
Kerr Pitts apptd. 12/94. Seat was left vacant by death of Wayne Gersen.
Terry Gray appointed 12/94 to fill unexpired term of the late Lacy McNeil.
Appointment for Town of Manteo was tabled 12/94.
Edward Greene replaced Gus Granitzki 1/95.
Dick Woods appointed to fill unexpired term of Kerr Pitts 3/95.
John Woolard replaced Mike Kelly 12/95.
John Stubbings replaced Robert Middlebrooks 12/95.
Stuart Bell replaced Don Bryan 12/95.
Jimmy Hanks appointed to fill unexpired term of Terry Gray 1/96.
Cliff Blakely replaced Warren Judge 1/97.
Lee Tugwell replaced Edward Green 1/97.
Tim Shearin replaced Mollie Fearing 1/97.
John Robert Hooper replaced Tim Midgett 1/97.
Warren Judge replaced John Woolard 1/98.
David L. Perrot replaced John Stubbings 1/98.
Ken Hollowell replaced Carl Parrott 1/98.
Sherry Rollason replaced Jimmy Hanks 1/98.
George Farah III replaced Renee Cahoon 1/98.
Sterling Webster replaced Myra Ladd 12/98.
Paul Sutherland replaced Dick Wood 12/98.
Dawn Enochs replaced Tim Shearin 12/98.
Tim Cafferty replaced David Parrott 12/99.
Christine Nunemaker replaced Stuart Bell 12/99.
Raju Uppalapati replaced Sterling Webster 12/00.
Jeff Tack replaced Cliff Blakely 12/00.
Tim Midgette replaced John Robert Hooper 12/00.
Tim Shearin replaced Dawn Enochs 12/00.
Curtis Creech replaced Lee Tugwell 12/00.
Bob Woodard replaced Sherry Rollason 12/01.
Anna Sadler replaced George Farah III 12/01.
John Robert Hooper replaced Stan White 12/01.
Dawn Enoch replaced Christine Nunemaker 12/01.
Doug Seay replaced Ken Hollowell 12/01.
Sammy Moore replaced Warren Judge 2/02.
Delliera Collins appointed to fill unexpired term of Curtis Creech 6/02
Eugene Kennedy replaced Paul Sutherland 12/02.
Neil Morrison replaced Tim Shearin 12/02.
Barbara Connery replaced Tim Cafferty 12/03.
Sherry Rollason replaced Bob Woodard 12/03.
Bob Woodard replaced Dawn Enochs 12/03.
Hal Denny filled unexpired term of Gene Kennedy 1/04.

Lisa Cafferty replaced Raju Uppalapati 12/04.
Michelle Pharr replaced Jeff Tack 12/04.
Mike Johnson filled unexpired term of John Robert Hooper 1/05.
Scott Leggat replaced Tim Midgett 1/05.
Irvin Bateman replaced Doug Seay 12/05.
Ben Sproul replaced Sammy Moore 1/06.
Chuck Ball replaced Sherry Rollason 1/06.
Renee Cahoon replaced Anna Sadler 1/06.
David Farrow filled unexpired term of Dell Collins 1/06.
Dan Shields apptd. To fill unexpired term of Hal Denny 1/06.
Tim Shearin replaced Bob Woodward 2/06.
Paul Buske apptd. to fill unexpired term of Chuck Ball 2/07.
Jackie Myers replaced Barbara Connery 1/08.
Ralph Buxton replaced Lisa Cafferty 12/08.
Brian McDonald replaced Dan Shields 12/08.
Allen Burrus replaced Scott Leggat 12/08.
Sterling Webster replaced Michelle Pharr 1/09.
Dave Wessel replaced Nancy Caviness 1/09.
Paul Charron replaced Ben Sproul 12/09.
Gary Perry replaced Ervin Bateman 12/09.
Wayne Gray replaced Renee Cahoon 12/09. (Mr. Gray declined appointment, Anna Sadler apptd. 1/10)
Jack Shea replaced Mike Johnson 12/09.
Scott Leggat replaced Tim Shearin 12/09.
Monica Thibodeau apptd. to fill unexpired term of Dave Wessel 1/10.
Jamie Daniels apptd. to fill unexpired term of David Farrow 1/10.
Jodi Hess replaced Brian McDonald 1/11.
Robert L. Woodward filled unexpired term of Paul Buske 4/11.
Donnie King replaced Paul Charron 12/11.
Tim Cafferty replaced Jackie Myers 12/11.
Ernie Foster replaced Scott Leggat 12/11.
Dorle Fuller replaced Ralph Buxton 12/12.
Brent Sorensen replaced Sterling Webster 12/12.
Natalie Kavanagh replaced Allen Burrus 12/12.
Sheila Davies filled unexpired term of Robert Woodward 1/13.
Ervin Bateman replaced Gary Perry 12/13.
Susie Walters replaced Anna Sadler 12/13.
Tonia Cohen filled unexpired term of Brent Sorensen 5/14.
Nancy Caviness replaced Monica Thibodeau, 12/14.
Leo Holland replaced Jodi Hess, 12/14.
Martha Wickre replaced Jamie Daniels, 12/14.
Wally Overman appointed to fill unexpired term of Virginia Tillott 12/14.
Bambos Charalambous replaced Donnie King 12/15.
Stuart Pack replaced Tim Cafferty 12/15.
Mike Hogan replaced Sheila Davies 12/15.
George Banks III replaced Ernie Foster 12/15.
Myra Ladd-Bone replaced Dorie Fuller 12/16.
Pat Weston replaced Natalie Kavanagh 12/16.
Craig Garriss replaced Ervin Bateman 1/18
Christopher Nason filled unexpired term of Leo Holland 1/18
William "David" Pergerson replaced Stuart Pack 1/18
Webb Fuller replaced Susie Walters 1/18
Bobby Owens filled unexpired term of Martha Wickre 1/18
Jeff Pruitt replaced Craig Garriss who declined appointment 1/18

REVISED 1/18
November 26, 2018

Ms. Janice Williams, Executive Assistant
Dare County Manager & County Attorney
PO Box 1000
Manteo, N.C. 27954

Dear Ms. Williams,

Thank you for the opportunity to submit applications for the Chamber’s seat on the Tourism Board. Enclosed please find the applications for our three nominees. Following is our suggested order of preference for filling this position.

- Myra Ladd-Bone
- Robin Mann
- Tim Kelly

If you need anything else from us, please feel free to contact me at (252) 441-8144.

Sincerely,

Karen S. Brown
President & CEO
Outer Banks Chamber of Commerce
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the
opportunity to participate in governmental decisions. One way of participating is by
serving as a citizen member on one of the county’s advisory boards or committees.
If you would like to be considered for appointment to an advisory board or committee,
please complete the form below and mail to Janice Williams, P.O. Box 1003, Manley,
N.C. 27954 or fax it to her at 473-1817, or send it by email to Janicew@darenc.com

Advisory Board or Committee Interested in:

1st choice  Dare County Tourism Board

2nd choice

3rd choice

Name  Myra S. Ladd-Bone

Address  3053 Creek Road

City/State/Zip  Kitty Hawk, NC 27949

Email Address  myra@atlanticrealty-nc.com

Telephone  Home: 252-202-5689 cell

Business: 252-449-5360

Resident of Dare County:  X yes  no

Occupation:  Real Estate Broker  Atlantic Realty of the Outer Banks

Business Address:  4729 N. Croatan Highway Kitty Hawk, NC 27949

Educational background:

BS in Elementary Education

East Carolina some graduate courses

Business and civic experience and skills:

Owned Atlantic Realty for over 35 years, Chair of Cat PInked and More (2016-2018)

Past Board Member of RIHA, Outer Banks Community Foundation, Member Board of
Realtors and the Homebuilders Association. Past President of the Outer Banks
Skills: Sales, Leadership, Management, Team Player
Other Boards/Committees/Commissions on which you presently serve:

Towne Bank Board, Chamber of Commerce Board, Outer Banks Hospital

Development Council, Dare County/Tourism Board

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Dowdy</td>
<td>Dowdy &amp; Osborne CPAs</td>
<td>703 W. Woodhill Dr., #B NH, NC</td>
<td>252-449-4404</td>
</tr>
<tr>
<td>Stuart Pack</td>
<td>Resort Realty</td>
<td>5219 S. Croatan Hwy</td>
<td>NH, NC</td>
</tr>
<tr>
<td>Tess Judge</td>
<td>Days Inn</td>
<td>201 N. Va.Dare Tr.</td>
<td>KDH, NH</td>
</tr>
</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 11/18/18  Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11/26/18
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county’s advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1030, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee Interested in:

1st choice  Dare Co. Tourism Board

2nd choice  Mann’s Harbor Community Bldg.

3rd choice  

Name  Robin A. Mann

Address  6049 Highway 64

City/State/Zip  Manns Harbor NC 27953

Email Address  ramann@paulmanncustomboats.com

Telephone  Cell: 252-423-0842

Business: 252-473-1716

Resident of Dare County:  X yes  ___ no

Occupation:  CFO Paul Mann Custom Boats (21 yrs)

Business Address:  6300 Highway 64 Manns Harbor NC 27953

Educational background:


Business and civic experience and skills:

Member Board of Realtors since 1988, OBX Residence since 1984

Business Owner/Partner since 1997, Long standing

Member OBX Chamber
Other Boards/Committees/Commissions on which you presently serve:

- Chair, Beaufort County Chamber
- CDA Board Trustee, MHCIC
- Purple Martin Society (founder, member)
- Oregon Inlet Waterways
- Seaford Festival
- Manteo Rotary
- NC Marine Industry Assn.
- NC Boat Builders Foundation (founder, member)

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: Nov 18 - 18  Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11-26-18
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the
to participate in governmental decisions. One way of participating is by
serving as a citizen member on one of the county's advisory boards or committees.
If you would like to be considered for appointment to an advisory board or committee,
please complete the form below and mail to Rhonda Creef, Dare County Deputy Clerk to the
Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6312.

Advisory Board or Committee interested in:

1st choice  DARE COUNTY TOURISM BOARD

2nd choice  

3rd choice  

Name:  Jim Kelly

Address:  518 W Archdale St

City/State/Zip  KDH/NC/27948

Telephone  Home:  252-256-3189

Business:  252-449-0209

Resident of Dare County:  X  yes  _  no

Occupation:  GENERAL MANAGER - STAPLES

Business Address:  2210 S. Portrait Hwy, Nags Head, NC 27959

Educational background:

BSBA  MANAGEMENT  -  ECU

Business and civic experience and skills:

OBCE Board of Directors - Economic Chair
Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

Chair

Expiration Date of Terms: No Exp. Date

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Tine</td>
<td>E.R. Midgette</td>
<td></td>
<td>305-5133</td>
</tr>
<tr>
<td>Sally Crosswhite</td>
<td>Forbes (Jun)</td>
<td></td>
<td>207-3070</td>
</tr>
<tr>
<td>Ralph Busfield</td>
<td></td>
<td></td>
<td>207-5810</td>
</tr>
</tbody>
</table>

I understand this application will be kept on the active file for five years and I hereby authorize Dare County to verify all information included in this application.

Date: 6/26/2018 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11-26-18

Date forwarded to County Commissioners: [Signature]
Just wanted to make sure!

Thank you!

On Wed, Nov 14, 2018 at 2:52 PM Lori Ackerman <lackerman@townofduck.com> wrote:

Yes, that is correct.

Lori

From: Janice Williams <janicew@darenc.com>
Sent: Wednesday, November 14, 2018 2:50 PM
To: Lori Ackerman <lackerman@townofduck.com>
Subject: Re: Dare County Tourism Board Appointment

I received the three applications in the following order. Are the applications in the order in which they are recommended?

1. Chuck Burdick
2. Jonathan Britt
3. Monica Thibadeau

Thanks!

On Wed, Nov 14, 2018 at 1:30 PM Lori Ackerman <lackerman@townofduck.com> wrote:

Good afternoon Janice,

Please find attached the applications for the 3 nominees for the Dare County Tourism Board. If you have any questions, please do not hesitate to contact me.

Sincerely,

Lori A. Ackerman, CMC, NCCMC

Town Clerk
From: Janice Williams <janicew@darenc.com>
Sent: Monday, October 08, 2018 1:18 PM
To: Chris Layton <clayton@townofduck.com>; Lori Ackerman <lackerman@townofduck.com>
Subject: Dare County Tourism Board Appointment

Nancy Caviness's term as the Town of Duck representative on the Dare County Tourism Board will expire in January, 2019. Members are allowed to serve two consecutive two year terms.

She is not eligible to be reappointed.

The Dare County Board of Commissioners requests you submit three (3) nominees to fill your organization's seat on the Tourism Board. Please have each nominee fill out the attached board application form. Please submit the names of your three (3) nominees and applications to me as soon as possible and not later than December 13, 2018. This item will be placed on the January, 2019 agenda.

Thank you!

--

Janice Williams
Executive Assistant
County Manager & County Attorney
PO Box 1000, Manteo, NC 27954
252.475.5800 phone
www.darenc.com

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county’s advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee Interested in:

1st choice __________________________________________________________________________

Dare County Tourism Board

2nd choice __________________________________________________________________________

3rd choice __________________________________________________________________________

Name _____________________________

Address ______________________________________________________________________________

148 Whistling Swan Dr.

City/State/Zip ____________________________

Duck, NC 27949

Email Address ____________________________

chuckbjr@gmail.com

Telephone Home: ____________________________

252-261-7576

Business: ____________________________

252-261-8555

Resident of Dare County: \( \checkmark \) yes ___ no

Occupation: ____________________________

Contract postmaster for Duck, NC

Business Address: ____________________________

1245 Duck Rd., Duck, NC 27949

Educational Background:

BS Chemical Engineering, Worcester Polytechnic Institute - 1962

MBA University of Tennessee at Chattanooga - 1971

Business and civic experience and skills:

Duck Post Office and Cacique retail shop owner since 7/2006

Duck Town Council member since Dec 2009
Other Boards/Committees/Commissions on which you presently serve:

Duck Council representative to the Albermarle RPO

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Olin Finch</td>
<td>Construction</td>
<td>Duck, NC</td>
<td>252-261-8710</td>
</tr>
<tr>
<td>John Childers</td>
<td>retired admin.</td>
<td>St. Petersburg, FL</td>
<td>727-201-9254</td>
</tr>
<tr>
<td>Robert Jacobs</td>
<td>retired lawyer</td>
<td>Duck, NC</td>
<td>804-357-5157</td>
</tr>
</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: Nov 9, 2018  Signature of applicant: ____________________________

FOR OFFICE USE ONLY:

Date received: 11-14-18
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county’s advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee Interested In:

1st choice Dare County Tourism Board

2nd choice __________________________________________

3rd choice __________________________________________

Name Jonathan Britt

Address 1310 Duck Road

City/State/Zip Duck, NC 27949

Email Address norbanks@gmail.com

Telephone Home: 252-202-6880

Business: __________________________________________

Resident of Dare County: X yes ___ no

Occupation: Owner, Nor'Banks Sailboats

Business Address: 1314 Duck Road Duck, NC

Educational background:

BA - Economics from Wake Forest University

________________________________________________________

Business and civic experience and skills:

Other Boards/Committees/Commissions on which you presently serve:

Duck Town Council since 2012, Duck Merchants Association since 2013, Duck Fire Department since 1991, Outer Banks Baseball since 2016

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Layton</td>
<td>Town Manager, Town of Duck</td>
<td></td>
<td>252-255-1234</td>
</tr>
<tr>
<td>Donna Black</td>
<td>Duck Fire Chief</td>
<td></td>
<td>252-261-3929</td>
</tr>
<tr>
<td>John Minnich</td>
<td>Owner, Trio and Village Table and Tavern</td>
<td></td>
<td>412-596-1367</td>
</tr>
</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 11/14/2018  Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11-14-18
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com.

Advisory Board or Committee Interested in:

1st choice _______________________________________________________________________
Tourism Board

2nd choice _______________________________________________________________________
As needed

3rd choice _______________________________________________________________________

Name ___________________________________________________________________________
Monica Thibodeaux

Address _________________________________________________________________________
1200 Sea Hawk Drive West

City/State/Zip ___________________________________________________________________
Duck, NC 27949

Email Address ___________________________________________________________________
Monica

Telephone Home: __________________ Phone: __________________
Business: __________________

Resident of Dare County: □ yes ☑ no

Occupation: Property Management + Sales / Cynthia Designs Realty

Business Address: ___________________________________________________________________
1194 Duck Road, Duck, NC 27949

Educational background:

MBA Northeastern University

BA Boston College, GP: Graduate Realty Institute

Business and civic experience and skills:

15 + years Duck Town Council

Dare County Tourism Bureau

Government Access Channel

Local Volunteer Support
Other Boards/Committees/Commissions on which you presently serve:

Duck Town Council
Curtin TV

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Myra L. Del Bove</td>
<td>Atlantic Realty</td>
<td>877 973 4795</td>
<td></td>
</tr>
<tr>
<td>Dr. L. Gertrud M.</td>
<td>Mayor of Duck</td>
<td>2588 303.123.9035</td>
<td></td>
</tr>
<tr>
<td>Wilma Kelly</td>
<td>Outerbanks Area</td>
<td>2522 441.4036</td>
<td></td>
</tr>
</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 11/14/18 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11-14-18
RE: Dare County Tourism Board Appointment

1 message

Outer Banks Lodging | Tonia Cohen <tonia@mindspring.com>  
To: Janice Williams <janicew@darenc.com>  

Tue, Nov 13, 2018 at 9:44 AM

Hi there!

By now you should have received our 3 nominees for the OBHMA Tourism Board appointment slots. Our order of preference would be as follows if possible:

1) Jamie Chisholm – President of OBHMA
2) Jarrod Rabatin
3) Lynsi Waddill

If you have any questions please feel free to email or call my cell at 252-423-0019.

Thank you!

Tonia Cohen, Secretary/Treasurer Outer Banks Hotel/Motel Association

From: Janice Williams [mailto:janicew@darenc.com]
Sent: Monday, October 08, 2018 2:21 PM
To: tonia@mindspring.com
Subject: Dare County Tourism Board Appointment

Your term as the Outer Banks Hotel Motel Association representative on the Dare County Tourism Board will expire in January, 2019. Members are allowed to serve two consecutive two year terms. You are not eligible to be reappointed.

The Dare County Board of Commissioners requests the Outer Banks Hotel Motel Association submit three (3) nominees to fill your organization's seat on the Tourism Board. Please have each nominee fill out the attached board application form. Please submit the names of your three (3) nominees and applications to me as soon as possible and not later than December 13, 2018. This item will be placed on the January, 2019 agenda.

Thank you!
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice ________________________________
  Dare County Tourism Board

2nd choice ________________________________

3rd choice ________________________________

Name ________________________________

Jamie Chisholm

Address ________________________________

525 West Landing Drive

City/State/Zip ________________________________

Kill Devil Hills NC 27949

Email Address ________________________________

Jamie.ChiSholm@Hilton.com

Telephone: Home: 252-305-9547

Business: 252-201-1290 ext 191

Resident of Dare County: □ yes □ no

Occupation: Director of Sales Hilton Garden Inn

Business Address: 5353 N. Virginia Dare Trail

Educational background:

BA Political Science 1997 Washington

Jefferson College

Business and civic experience and skills:

□ 15 years Hotel Sales & Marketing

□ 4 years Motor Coach Chartered Tour Sales & Marketing
Other Boards/Committees/Commissions on which you presently serve:

OBHMA President
(Outer Banks Hotel Motel Association)

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tonia Cohen</td>
<td>Sales Director</td>
<td>KDH  252 423 0019</td>
<td></td>
</tr>
<tr>
<td>Jeremy Miller</td>
<td>GM Hills Kitty Hawk</td>
<td>252 255 8169</td>
<td></td>
</tr>
<tr>
<td>Susan Anderson</td>
<td>Young Tour Asheville</td>
<td>828-775-1771</td>
<td></td>
</tr>
</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 11/1/18 Signature of applicant:  

FOR OFFICE USE ONLY:

Date received: 11-1-18
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county’s advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice

Dare County Tourism Board

2nd choice

3rd choice

Name

Jarrod Rabatin

Address

104 West Sourdough Lane # 26

City/State/Zip

Nags Head, NC 27959

Email Address

Jarrod@ramadainnnagshead.com

Telephone

Home: 252-441-2151

Business: 252-441-2151

Resident of Dare County: yes no

Occupation

Director of Sales

Business Address

1901 South Virginia Dare Trail, Kill Devil Hills, NC 27948

Educational background:

Bachelor’s degree from Penn State University in Recreation, Parks, Tourism and Management

Business and civic experience and skills:

Marketing skills include: IT skills, organisational skills, numeracy, and analytical ability, also strong negotiation skills
Other Boards/Committees/Commissions on which you presently serve:

- The Outer Banks Wedding Association
- Hotel/Motel Association

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Atwood</td>
<td>Norfolk Police officer</td>
<td></td>
<td>959-647-0041</td>
</tr>
<tr>
<td>Ken Crum</td>
<td>GM of The Jordan Bridge</td>
<td></td>
<td>959-539-1029</td>
</tr>
<tr>
<td>Joe Patton</td>
<td>Construction of local homes</td>
<td></td>
<td>252-489-9537</td>
</tr>
</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 11/1/2018 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11/5/18
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice ____________________________________________________________________________

Dare County Tourism Board - Hotel/Motel Association Rep.

2nd choice ____________________________________________________________________________

3rd choice ____________________________________________________________________________

Name: Lynsi Waddill

Address: 1322 US Highway 154

City/State/Zip: Manteo, NC 27954

Email Address: Lynsi.Waddill@hotelsobx.com

Telephone: Home: 910.248.0274

Business: ____________________________________________________________________________

Resident of Dare County:  yes ___ no

Occupation: Sales Manager

Business Address: 106 T. Virginia Dare Trail, Kill Devil Hills, NC 27948

Educational background:

Bachelor of Science in Hospitality Management

Business and civic experience and skills:

2 Years Property Management

4 Years Customer Service Experience

2 Years Hotel Management
Other Boards/Committees/Commissions on which you presently serve:

N/A

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shannon Daugherty</td>
<td>Director of Sales - Nags Head, NC</td>
<td>(252) 564-2770</td>
<td></td>
</tr>
<tr>
<td>Lorrie Nichols</td>
<td>Operations Manager - Corolla, NC</td>
<td>(252) 207-4114</td>
<td></td>
</tr>
<tr>
<td>Leslie Daughtry</td>
<td>LSI Tools - Grady, NC</td>
<td>(252) 599-0872</td>
<td></td>
</tr>
</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 11/11/18 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11-2-18
Tourism Board Representative
1 message

Sheila Kane <skane@southernshores-nc.gov>  Thu, Dec 13, 2018 at 4:30 PM
To: Janice Williams <janicew@darenc.com>

Janice,

The Southern Shores Town Council unanimously voted on 12/11/18 to have Mayor pro temp Chris Nason serve another term as the Southern Shores representative on the Dare County Tourism Board. Our two alternates nominations are Mayor Bennett and Councilman Conners.

I will be sending the three applications by separate email.

Thank you,

Sheila Kane, CMC, NCCMC
Town Clerk
Town of Southern Shores
5375 N Virginia Dare Trail
Southern Shores, NC 27949
(252) 261-2394 phone
(252) 255-0876 fax
skane@southernshores-nc.gov
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1009, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@derano.com

Advisory Board or Committee interested in:
1st choice ____________________________
Dare County Tourism Board

2nd choice ____________________________

3rd choice ____________________________

Name ___________________________________
Christopher K. Nason

Address ___________________________________
72 Trinity Trail

City/State/Zip ___________________________________
Southern Shores, NC, 27949

Email Address ___________________________________
chason@southern-shores-nc.gov

Telephone
Home: (252) 599-3996
Business: (252) 441-6767

Resident of Dare County: __Yea__ __No__

Occupation: ____________________________
Architect

Business Address: _______________________
2400 N. Croatan Hwy, KDH, NC, 27946

Educational background:
Bachelor of Arts - University of Pennsylvania
Master of Architecture - Rhode Island School of Design

Business and civic experience and skills:
Former Board Member AIA Eastern Section
Former Board Member Chincoteague Property Assn.
Other Boards/Committees/Commissions on which you presently serve:

Town Council for Southern Shores

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tom Bennett</td>
<td>Mayor</td>
<td>55-5375 N. Va. Trail, 55, NC (252) 261-2394</td>
<td></td>
</tr>
<tr>
<td>Lee Holland</td>
<td>Finance/Budget</td>
<td>33 Spindrift Trail, 55, NC (252) 256-2789</td>
<td></td>
</tr>
<tr>
<td>Peter Roscoe</td>
<td>Town Mgr.</td>
<td>5375 N. Va. Trail, 55, NC (252) 261-2394</td>
<td></td>
</tr>
</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: ___________________ Signature of applicant: ___________________

FOR OFFICE USE ONLY:

Date received: 12-14-18
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice  [DARE COUNTY TOURISM BOARD]

2nd choice  

3rd choice  

Name  [THOMAS BUNN]

Address  [218 HICKORY ST NC]

City/State/Zip  [SU. SHORES, NC, 27942]

Email Address  [bennett@shoresnc.com]

Telephone  

Business:  [252-699-5996]

Resident of Dare County:  [ ] yes  [ ] no

Occupation:  [MORGAN TOSS]

Business Address:  

Educational background:  

[BA, HYDROLOGY, LOUISIANA]

Business and civic experience and skills:  

[BUSINESS OWNER - 37 YRS]
Other Boards/Committees/Commissions on which you presently serve:

Town of Southern Shores - Council

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Kane</td>
<td>Realtor</td>
<td>123 N. Beach St.</td>
<td></td>
</tr>
<tr>
<td>Artie Barnes</td>
<td>J/M Southern Shores</td>
<td>456 Ocean Ave.</td>
<td></td>
</tr>
<tr>
<td>John Johnson</td>
<td></td>
<td>789 Island Rd.</td>
<td></td>
</tr>
</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 12/03/15  Signature of applicant: Thomas M. Bennett

FOR OFFICE USE ONLY:

Date received: 12-14-18
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice DARE CO. TOURISM BD.

2nd choice ____________________________

3rd choice ____________________________

Name JAMES M. CONNERS

Address 83 DUCK WOODS DR.

City/State/Zip SOUTHERN SHORES, NC 27949

Email Address lafingul@gmail.com

Telephone Home: ________________

Business: 252 202-51508

Resident of Dare County: x yes __ no

Occupation: LANDSCAPE ARCHITECT

Business Address: P.O. BOX 2009, KHAWK, NC 27949

Educational background:

UNIV. GEORGIA - GRADUATED 1985

BACHELOR'S DEGREE IN LANDSCAPE ARCHITECTURE

Business and civic experience and skills:

33 YEARS LANDSCAPE ARCHITECT

PRES. SSHOWES CIVIC ASSOC. (4 YRS ON THIS BOARD, 1 YR AS PRES.)

2 YRS AS ALTERNATE ON PLANNING BOARD

HABITAT FOR HUMANITY (IN ATLANTA)

ROOM IN THE INN (@ ALL SAINTS CHURCH IN SSHOWES)

MANY OTHER VOLUNTEER COMMITTEES
Other Boards/Committees/Commissions on which you presently serve:

COUNCILMEMBER, SOUTHERN SHORES
ROOM IN THE INN - ALL SAINTS CHURCH

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
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<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Tom Bennett</td>
<td>Mayor</td>
<td>SShores</td>
<td>261-4850</td>
</tr>
<tr>
<td>Chief Kyle</td>
<td>Police Chief</td>
<td>SShores</td>
<td>261-4850</td>
</tr>
<tr>
<td>Peter Rascoe</td>
<td>Town Manager</td>
<td>SShores</td>
<td>261-4850</td>
</tr>
</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: Dec 4, 2018  Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 12-14-18

# 5375 N. VA. DARE TRAIL
SSHORES, NC 27949
Tourist Bureau nominations from the Town of Manteo

1 message

Becky Breiholz <breiholz@townofmanteo.com>  Tue, Nov 13, 2018 at 9:58 AM
To: Janice Williams <janicew@darenc.com>
Cc: "Kermit SKinner (skinner@townofmanteo.com)" <skinner@townofmanteo.com>, "Shannon Twiddy (twiddy@townofmanteo.com)" <twiddy@townofmanteo.com>

Attached are the 3 applications for the Tourist Bureau nominations for the Town of Manteo. Our Mayor Bobby Owens would like to be the Town’s representative and re-appointed. Thank you.

---------- Forwarded Message ----------
Subject: Scanned from a Xerox Multifunction Device
Date: Tue, 13 Nov 2018 09:22:25 -0500
From: xeroxcopier@townofmanteo.com
Reply-To: xeroxcopier@townofmanteo.com
To: Breiholz, Becky <breiholz@townofmanteo.com>

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Device.

Attachment File Type: pdf, Multi-Page

Multifunction Device Location:
Device Name: Xerox722S

For more information on Xerox products and solutions, please visit http://www.xerox.com

Scanned from a Xerox Multifunction Device.pdf
169K
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the
opportunity to participate in governmental decisions. One way of participating is by
serving as a citizen member on one of the county’s advisory boards or committees.
If you would like to be considered for appointment to an advisory board or committee,
please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo,
N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice ____________
2nd choice ____________
3rd choice ____________

Name ________________________________

Address P.O. Box 505
City/State/Zip Manteo, N.C. 27954

Email Address _______________________

Telephone
Home: _________
Business: _________

Resident of Dare County: _______ yes _______ no

Occupation: __________________________

Business Address: _______________________

Educational background:

______ yrs

Business and civic experience and skills:

VARIOUS RESTAURANT
CIVIC
POLITICAL
Other Boards/Committees/Commissions on which you presently serve:

ABC

TOURIST BUREAU

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack Cahow</td>
<td>Retired</td>
<td>Manteo, N.C. 27954</td>
<td></td>
</tr>
<tr>
<td>Malcolm Fogle</td>
<td>Various Business</td>
<td>Manteo, N.C. 27954</td>
<td></td>
</tr>
<tr>
<td>Tod C. Smith</td>
<td>Fur Richards</td>
<td>Manteo, N.C. 27954</td>
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</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 11/8/19  Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11-13-18
APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES  

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Advisory Board or Committee interested in:

1st choice ________________________________
   Tourist Board

2nd choice ________________________________

3rd choice ________________________________
   Eddie Mann

Name ____________________________________

Address 417 US Hwy 64
          Manteo, NC 27954

City/State/Zip Manteo, NC 27954

Email Address MANN@TOWNOFMANTEO.COM

Telephone Home: 252-423-1215

Business: ________________________________

Resident of Dare County:  V  yes  _  no

Occupation: Police Officer

Business Address: ________________________________

Educational background:
   Very Little

Business and civic experience and skills:
   Very Little
Other Boards/Committees/Commissions on which you presently serve:

Town of Manteo Commission

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

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</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 11/7/18  Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11/13/18
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee Interested In:

1st choice  ________________  Tourist Board

2nd choice  ________________  Darrell Collins

3rd choice  ________________

Name  ________________  Darrell Collins

Address  ________________  P.O. Box 217

City/State/Zip  ________________  Manteo NC 27954

Email Address  ________________  darrellm@earthlink.net

Telephone

Home:  ________________  473-1722

Business:  ______________________

Resident of Dare County:  ____yes  ____no

Occupation:  ________________  Retired

Business Address:  ______________________

Educational background:

College  ______________________

Business and civic experience and skills:

____________________________________

____________________________________

____________________________________

____________________________________

____________________________________

____________________________________

____________________________________
Other Boards/Committees/Commissions on which you presently serve:


REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

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</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 11-7-18

Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11-13-18
Description
See Attached Summary

Board Action Requested
Take Appropriate Action

Item Presenter
Robert Outten, County Manager
JUVENILE CRIME PREVENTION COUNCIL
(Two Year Term)

The Juvenile Crime Prevention Council has recommended Jennifer Alexander be appointed to fill the vacancy for the member of the Business Community.

The Juvenile Crime Prevention Council has recommended Melanie Gonzalez be appointed to fill the vacant student representative seat.

Applications have been received from:

Jennifer Alexander
Shannon Brooks
Lynette Ford
Melanie Gonzalez
Allen Moran

Other Members:
See attached list
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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certainty to participate in governmental decisions. One way of participating is by
serving as a citizen member on one of the county's advisory boards or committees.
If you would like to be considered for appointment to an advisory board or committee,
please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo,
N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice _______________ Juvenile Crime Prevention Council

2nd choice _______________

3rd choice _______________

Name _______________

Address _______________

City/State/Zip _______________

Email Address _______________

Telephone Home: 252-202-2977

Business: 252-202-2977

Resident of Dare County: ___ yes ___ no

Occupation: Licensed Clinical Social Worker

Business Address: 1825 West City Drive Elizabeth City, N.C. 27909

Educational background:

Bachelor of Arts, Virginia Tech 2000

Master of Social Work, Radford University 2002

Business and civic experience and skills:

Self-employed/psychotherapy practice 10/2005 to 9/2016. I am in regular attendance of Board
of Education and Board of Commissioners
meetings and have spoke at both.
Other Boards/Committees/Commissions on which you presently serve:

I am part of the leadership of Stronger NC-OBX and am the Colington precinct Chair for the Dare County Democratic Party. I'm also the Secretary for the First Flight Elementary School PTO.

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bob Muller, Retired</td>
<td></td>
<td>P.O. Box 547 Nags Head, NC 28581</td>
<td>252-207-5287</td>
</tr>
<tr>
<td>Elizabeth Hefner, Social Worker</td>
<td></td>
<td>4610 S Coharie Nags Head, NC 28581</td>
<td>252-299-0282</td>
</tr>
<tr>
<td>Jay Burnes, Director</td>
<td>Dare County</td>
<td>109 Exeter St.</td>
<td>252-476-5511</td>
</tr>
</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 04-24-2017 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 5/2/17
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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opportunity to participate in governmental decisions. One way of participating is by
serving as a citizen member on one of the county’s advisory boards or committees.
If you would like to be considered for appointment to an advisory board or committee,
please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo,
N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice [ ] Juvenile Crime Prevention Council

2nd choice

3rd choice

Name [ ] Shannon Brooks

Address 104 Beck’s Ct.

City/State/Zip Manteo, NC 27954

Email Address sebrooks@ncsu.edu

Telephone Home: 252-475-0413

Business: 252-472-4290

Resident of Dare County: X yes ____ no

Occupation: [ ] Director of NC State Cooperative Extension

Business Address: 517 Budleigh St. Manteo, NC 27954

Educational background:

BA Anthropology from Texas State University, MS Agricultural Education from Montana State University

________________________________________

Business and civic experience and skills:

I am currently the Director of Dare County’s NC State Cooperative Extension that manages the Dare County 4-H program. Dare County 4-H youth participate in curriculum based out of school programing that is nationally recognized.
Other Boards/Committees/Commissions on which you presently serve:

Dare County Master Gardener Volunteer Association – Advisor

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name           Business/Occupation          Address                              Telephone
Tim White, Director of Public Services for Dare County
Bonnie Bennett, Program Coordinator of Friends of Youth
Janice Tillet, Retired, Manteo NC

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 09/06/17 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: ___________________________
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee Interested in:

1st choice

2nd choice

3rd choice

Name

Address

City/State/Zip

Email Address

Telephone

Home: (252) 305-5748
Business: (252) 449-7000 Ext 2466

Resident of Dare County: yes __ no

Occupation: History Teacher

Business Address: First Flight High School

Educational background:

B.A. History (Asu), Associate Degree (comprise), Manteo High School Graduate

Business and civic experience and skills: FFHS Teacher, Monday Night Alive Tutor, Volunteer (10 yrs), OBX Marathon Volunteer, Enjoy being a public servant, familiar with the community and their needs.
Other Boards/Committees/Commissions on which you presently serve:

 REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Paul Charles</td>
<td>Last Colony Brewery</td>
<td>Manteo</td>
<td>(252) 305-3666</td>
</tr>
<tr>
<td>Virginia Tillet</td>
<td></td>
<td>Manteo</td>
<td>(252) 473-2753</td>
</tr>
<tr>
<td>Jane Midgett</td>
<td>school board reception</td>
<td>Manteo</td>
<td>(252) 473-8995</td>
</tr>
</tbody>
</table>

I hereby authorize Dare County to verify all information included in this application.

Date: 3/16/18

Signature of applicant:

FOR OFFICE USE ONLY:

Date received: ____________________________
Lynette Ford

Current Address:
P.O. Box 2563
Manteo, N.C. 27954
252-305-5748
lynetteford2000@yahoo.com
lynetteford5748@gmail.com
fordly@daretoream.org

Permanent Address:
104 Elsie Daniels Lane
Manteo, N.C. 27954

Summary

Highly dedicated and resourceful Community Service Worker with a stellar record of community involvement and conflict resolution. I am adept at helping community members in finding creative and productive solutions for any issues. I am a strong multitasker and able to handle a number of simultaneous questions and problems with high accuracy and efficiency.

Highlights

- Community service experience
- Strong familiarity with community
- Excellent ability to coordinate community service
- High organization and presentation skills
- Outstanding creative thinking and problem-solving abilities
- Oral and written communication skills

OBJECTIVE: To work in the community I grew up in and to give back to the people who help me grow. I would like to be a humble servant, serving my great community.

ACTIVITIES: I worked with Monday Night Alive for 10 years. MNA is a program which helps students (k-12) with school work.

EDUCATION: B.A. – History
Elizabeth City State University
Elizabeth City, N.C. 27909
Graduation Date: May 5, 2007 GPA: 3.4
Associate in Art Degree
College of Albemarle Dare campus
Graduation Date May 2004
Effective teacher training 2008
SPECIAL SKILLS: Microsoft Works, PowerPoint
Positive attitude towards work
Adaptability towards environment
Positive attitude towards learning
Work well with people

WORK EXPERIENCE:

2017-Present
First Flight High
100 Veterans Dr, Kill Devil Hills, NC 27948
(252) 449-700 ext 2466
History Teacher
American History
Apex Civics
World History

2008-Present
Full Moon Café
208 Queen Elizabeth Ave
Manteo, N.C. 27954
(252) 473-6666
Server

2008
Coastal Staffing Services
4601 N Croatan Hwy Kitty Hawk, N.C. 27949
(252) 255-1800

2007-2008:
Sound Feet Shoes Powells Point, NC
Assistant Manager Duck Store #6. Worked also in Kitty Hawk #5
(252)491-2858 (252)261-0490 (252) 441-0715

2000-2007:
Weeping Radish Restaurant and Brewery, Manteo, N.C. 27954
Opening and closing manager, Whenever needed
Pub tender, Waitress, Cook, and Customer Service
(252) 473-1157

1995-1999:
Manager of Nine West Shoes, Tanger Outlet Mall Nags Head, N.C. 27959
Customer Services
Manual Operation of the store
Visual Merchandising
(252) 441-8488

1995-1997:
3“ Key of Colours and Scents, Tanger Outlet Mall Nags Head, N.C.27959
Customer Services, Visual Merchandising and
Manual Operation of the store
1993-1995:  

**Wallet Works, Tanger Outlet Mall Nags Head, N.C. 27959**

**AWARDS:**
- National Collegiate Minority Leadership Award 2002
- SGA Vice President 2002-2003
- SGA President 2003-2004
- Vice Chancellor List (2004)
- Dean List (2004, 2007)
- Phi Alpha Theta 2006
- Honor Roll 2007
- Substitute Teaching Certification 2008

**REFERENCES:**

Paul Charron  
Lost Colony Brewery & Café  
Downtown Manteo, N.C. 27954  
(252) 305- 3666  
(252) 473-6666

Jane Midgett  
_Dare County School Board and Education_  
Manteo, N.C. 27954  
(252) 473-  
(252) 480-8888

Virginia Tillett  
Former County Commissioner/Educator  
Manteo, N.C. 27954  
(252) 473-2753
APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

<table>
<thead>
<tr>
<th>1st choice</th>
<th>Juvenile Crime Prevention Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd choice</td>
<td></td>
</tr>
<tr>
<td>3rd choice</td>
<td></td>
</tr>
</tbody>
</table>

Name: Melanie Gonzalez  
Address: 1514 Village Lane  
City/State/Zip: Kill Devil Hills, NC, 27948  
Email Address: gonzalezme0906@daretolearn.org  
Telephone: Home: cell: (252)564-2427  
Business:  

Resident of Dare County: X yes _ no  
Occupation: Student  
Business Address: 100 Veterans Drive, KDH, 27948  

Educational background:  
High School; grades k-11 completed  

Business and civic experience and skills:  
National Honor Society, SADD Club (president), Unity in Dance Club (Founder/President), AVID Club (Chairman of the Alumni/Community Outreach Committee), and volunteer work. Gained communication, organization, and leadership skills.
Other Boards/Committees/Commissions on which you presently serve:
National Honor Society, NC State SADD (Students Against Destructive Decisions) Student Advisory Board, and Chairman of the AVID Club Alumni/Community Outreach Committee

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name                  Business/Occupation     Address             Telephone
Jennifer Bland; Dare County Assistant DA, 1507 Village Lane; (919)357-5700
Harriet Southerland; NC State SADD Administrator NC Council for Women; 1519 Ben Lloyd Dr, Raleigh, NC 27601; (919)355-4999
Ricki Stewart; FFMS AVID teacher; 109 Veterans Drive; (863) 398-7526

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: Dec. 7, 2018         Signature of applicant: __________________________

FOR OFFICE USE ONLY:

Date received: 12-18-18
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the
opportunity to participate in governmental decisions. One way of participating is by
serving as a citizen member on one of the county's advisory boards or committees.
If you would like to be considered for appointment to an advisory board or committee,
please complete the form below and mail to Rhonda Creef, Dare County Deputy Clerk to the
Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6312.

Advisory Board or Committee interested in:
1st choice Planning Board
2nd choice Juvenile Crime Prevention Council
3rd choice ABC Board

Name: Allan Moran

Address: 381 Mother Vineyard Rd.

City/State/Zip: Manteo, N.C. 27954
Telephone Home: (252) 423-1309
Business: (252) 475-9222

Resident of Dare County: yes
Occupation: Jail Administrator / Real Estate Agent

Business Address: 1044 Driftwood Dr. Manteo, N.C. 27954

Educational background:
- N.C. Licensed Real Estate Broker, N.C. Justice Academy

Business and civic experience and skills:
Rotary International (Manteo) Board Member / Community Service Chair 2012
Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

Expiration Date of Terms:

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doug Doughtie</td>
<td>Dare County Sheriff</td>
<td>962 Marshall C. Collins Dr.</td>
<td>252-216-9888</td>
</tr>
<tr>
<td>Bobby Owens</td>
<td>Ret. N.C. Utilities Commission</td>
<td>310 Agona St.</td>
<td>252-256-0668</td>
</tr>
<tr>
<td>Merc Ball</td>
<td>Retired</td>
<td>169 Scuppernong Rd.</td>
<td>252-475-8093</td>
</tr>
</tbody>
</table>

I understand this application will be kept on the active file for five years and I hereby authorize Dare County to verify all information included in this application.

Date: 12/12/2019 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: __________________________

Date forwarded to County Commissioners: __________________________

298
**JUVENILE CRIME PREVENTION COUNCIL**

(Two Year Term)

As outlined and funded by the Juvenile Justice Reform Act of 1998, the Juvenile Crime Prevention Council assumes responsibility for assessing needs, funding community-based alternatives for troubled youth who enter the courts, and supporting prevention programs.

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>TERM Expiration</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Trivette</td>
<td>6/19</td>
<td>Apptd. 1/12</td>
</tr>
<tr>
<td>P.O. Box 888</td>
<td></td>
<td>Reapptd. 6/13, 15, 17</td>
</tr>
<tr>
<td>Kitty Hawk, NC 27949</td>
<td></td>
<td></td>
</tr>
<tr>
<td>251-9727 (H), 305-3739 (O)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(District Court Judge/Co. Comm. Appt.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Molly McGinnis</td>
<td>6/19</td>
<td>Apptd. 3/18</td>
</tr>
<tr>
<td>121 Fort Hugar Way</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manteo, NC 27954</td>
<td></td>
<td></td>
</tr>
<tr>
<td>489-9405 Cell</td>
<td></td>
<td></td>
</tr>
<tr>
<td>489-7050 Work Cell</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:mcginnismo@daretolearn.org">mcginnismo@daretolearn.org</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(School Supt. or designee)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vence Haskett</td>
<td>6/19</td>
<td>Apptd. 1/08</td>
</tr>
<tr>
<td>P.O. Box 246</td>
<td></td>
<td>Reapptd. 7/09, 11, 13, 15, 17</td>
</tr>
<tr>
<td>Manteo, NC 27954</td>
<td></td>
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</tr>
<tr>
<td>473-2069</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Police Chief)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gail Hutchison</td>
<td>6/19</td>
<td>Apptd. 6/13</td>
</tr>
<tr>
<td>6115 Hwy 64</td>
<td></td>
<td>Reapptd. 6/15, 17</td>
</tr>
<tr>
<td>Manns Harbor, NC 27953</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252-216-8337</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Local Sheriff or designee)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jennifer Karpowicz</td>
<td>6/19</td>
<td>Apptd. 7/09</td>
</tr>
<tr>
<td>P.O. Box 1276</td>
<td></td>
<td>Reapptd. 6/11, 13, 15, 17</td>
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<tr>
<td>Manteo, NC 27954</td>
<td></td>
<td></td>
</tr>
<tr>
<td>919-357-5700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Asst. Dist. Atty. or designee)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Edward Hall, Jr.</td>
<td>6/19</td>
<td>Apptd. 6/18</td>
</tr>
<tr>
<td>Chief Court Counselor, District 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1305 McPherson Street</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elizabeth City, NC 27909</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252-331-4759 (O)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Edward.hall@ncdps.gov">Edward.hall@ncdps.gov</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Chief Court Counselor or designee)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

299
Keith Letchworth
1708 E. Arlington Blvd.
Greenville, NC 27834
252-347-6365
(Director AMH/DD/SA or designee)

Bonnie Bennett, Treas.
6/19
P.O. Box 1000
Manteo, NC 27954
475-5753
(County Manager or designee)

Melinda Mogowski
6/20
P.O. Box 3707
Kill Devil Hills, NC 27948
441-3536
(Substance Abuse Professional)

Stephen Wescott
6/20
P.O. Box 2148
Manteo, NC 27954
216-6358
(Member of Faith Community)

Steve House
6/19
288 N. Dogwood Trail
PO Box 1093
Southern Shores, NC 27949
216-8985 cell; 305-9256 home
Steve.house@darenc.com
(County Commissioner)

Pat Hudspeth, CH
6/19
5200 Pine Hill Lane
Kitty Hawk, NC 27949
252-473-3484
(Juvenile Defense Attorney)

Richard J. Martin
6/19
P.O. Box 1878
Manteo, NC 27954
473-1957
(At Large)

(Vacant)
6/20
(Member of Business Community)

(Vacant)
6/19
(Student Representative)

Michael Lewis
6/20
P.O. Box 1490
Manteo, NC 27954
252-216-5257 (H)
252-473-5121
(Rep. United Way/other Non-profit)

Apptd. 1/16, 6/17
Apptd. 1/99
Reapptd. 1/01
Reapptd. 1/03
Reapptd. 10/04, 05, 07
09, 11, 13, 15, 17
Apptd. 1/99
Reapptd. 1/01
Reapptd. 1/03
Reapptd. 10/04, 06, 08
6/10, 12, 14, 16, 18
Apptd. 11/11
Reapptd. 6/12, 14, 16
6/18
Apptd. 6/17
Apptd. 3/08
Reapptd. 6/09, 11, 13, 15, 17
17
Apptd. 1/99
Reapptd. 6/13, 15, 17
Apptd. 2/16
Reapptd. 6/16, 18
Laura Twichell  
P.O. Box 2311  
Manteo, NC 27954  
315-345-6464  
(At Large)  
6/19  
Apptd. 6/15  
Reapptd 6/17

Jay Burrus  
P.O. Box 669  
Manteo, NC 27954  
475-5500  
(Director-Health & Human Services)  
6/19  
Apptd. 1/03  
Reapptd. 10/04, 05, 07  
06, 11, 13, 15, 17

Katherine Irby  
P.O. Box 1000  
Manteo, NC 27954  
473-4290  
(4-H/SOS-At Larg.)  
6/19  
Apptd. 1/03  
Reapptd. 10/04, 05, 07  
06, 11, 13, 15, 17

Lionel Ray Robinson  
309 Sir Walter Raleigh Street  
Manteo, NC 27954  
336-580-9096 (H)  
Ray@OBXSE.org  
(At Large)  
6/19  
Apptd. 6/17

Tim White  
P.O. Box 1000  
Manteo, NC 27954  
475-5916  
(Director, Parks & Rec.)  
6/20  
Apptd. 6/08  
Reapptd. 6/10, 12, 14, 16  
6/18

Ryan Henderson  
2615 Anchor Lane  
Nags Head, NC 27959  
252-573-8373  
At Large  
6/19  
Apptd. 1/16  
Reapptd. 6/17

Nancy Griffin  
94 Skyco Rd.  
Manteo, NC 27954  
423-1781  
(At Large)  
6/19  
Apptd. 6/15  
Reapptd. 6/17

Marsha Ribner-Cady  
103 Weir Point Dr.  
Manteo, NC 27954  
252-473-3094 (At Large)  
6/20  
Apptd. 6/10  
Reapptd. 6/12, 14, 16  
6/18

Mollee Sinks  
230 Wax Myrtle Trail  
Kitty Hawk, NC 27949  
252-207-0544 – home  
252-305-3891 – cell  
Sinksmo0128@daretolearn.org  
(Youth Rep. under age 18)  
6/19  
Apptd. 09/17
Josh Houston
1274 Burnside Road
Manteo, NC 27954
473-7546 (Josh's Cell), 423-0619 (John's Cell)
Houstonjo0911@daretolearn.org
(Youth Rep. under age 18)

NOTES:

MEETING INFO. - 2nd Tues. each month at 12:30 p.m., Rm. 238, Admin. Bldg.

CONTACT INFO: Bonnie Bennett, Friends of Youth
Jay Burrus, Dept. of Health & Human Services Director
Pat Hudspeth, Chair

MEMBERS COMPENSATED: No

Doug Oberbeck replaced Dave Cheesman 7/07.
Tom Waite replaced Tim Hill 7/07.
Jane Midgett replaced Betty Selby 7/07.
Renee Welch replaced Amy Wells 7/07.
Richard Martin replaced DuWayne Gibbs 7/07.
Katie Lee and Kasey Rollinson filled vacant youth rep. positions 11/07.
Vance Haskett appointed to fill unexpired term of Francis D'Ambra 1/08.
Winfield Bevins replaced Jim Southern 6/08.
Tim White replaced Cliff Ogburn 6/08.
Sarah Massey filled unexpired term of Tom Waite 10/08.
Tom Williamson filled unexpired term of Jane Midgett 12/08.
Melinda Maher filled unexpired term of Renee Welch 12/08.
Sara Gist filled vacant at large student rep 12/08.
Richard Martin replaced Nancy Griffin 7/09.
Jennifer Karpowicz replaced Kimberly Pellini 7/09.
Kevin Brunk filled unexpired term of Winfield Bevins 7/09.
Lora Vann filled unexpired term of Sarah Massey 11/09.
Marsha Ribner-Cady filled vacant at large seat 6/10.
Ron Bennett appointed to fill unexpired term of Eddie Lynch 1/11.
Tripp Hobbs replaced Richard Martin 6/11.
Jeff Deringer replaced Doug Oberbeck 6/11.
Richard Martin replaced Edgar Barnes 6/11.
Lynette Ford replaced Thomas Williamson 6/11.
Tony Gray replaced Melinda Maher 6/11.
Sheila Davies filled unexpired term of Tony Gray 11/11.
Stephen Wescott filled unexpired term of Kevin Brunk 11/11.
Kara Rap filled unexpired term of Elise Quidley 11/11.
Wes Rawles filled unexpired term of David Spruill 11/11.
Matthew Schofield filled unexpired term of Lynette Ford 6/12.
Natalie Evans filled unexpired term of Matthew Schofield 2/13.
Malinda Lathan filled unexpired term of Sheila Davies 2/13.
Teresa Twyne filled unexpired term of Tripp Hobbs 10/13.
Bobbie Low filled unexpired term of Sarah Massey 4/14.
Adam Leggett filled unexpired term of Bobbie Lowe 12/14.
Margarette Umphlett filled unexpired term of Virginia Tillet 12/14.
Appointment for Health Department combined with appointment for Social Services, (Health and Human Services) 2014.
Laura Twichell replaced Natalie Evans 6/15.
Nancy Griffin replaced Lora Gilreath 6/15.
Alejandra Monica-Sanchez appointed to fill unexpired term of Austin Banks 11/15.
Joshua Tolson appointed to fill unexpired term of Abby Haywood 11/15.
John Gardner filled unexpired term of Ron Bennett 1/16.
Keith Letchworth filled unexpired term of Adam Leggett 1/16.
Ryan Henderson filled vacant, at-large seat 1/16.
Michael Lewis filled unexpired term of Lynn Bryant 2/16.
LaQreshia Bates-Harley filled unexpired term of Sherri Ellington 6/16.
Lionel Ray Robinson replaced Malinda Lathan 6/17
Steve House replaced Margarette Umphlett 6/17
Mollee Sinks appointed to fill unexpired term of Alejandra Monica-Sanchez 9/17
Josh Houston appointed to fill unexpired term of Joshua Tolson 11/17
Molly McGinnis appointed to fill unexpired term of Teresa Twyne 3/18
John Gardner did not want to be reappointed, his replacement was deferred to later 6/18
Edward Hall, Jr. filled unexpired term of LaQreshia Bates-Harley 6/18

REVISED 6/18
Nursing Home Community Advisory Council

Description
See Attached Summary

Board Action Requested
Take Appropriate Action

Item Presenter
Robert Outten, County Manager
January 2019

BOARD APPOINTMENT

NURSING HOME COMMUNITY ADVISORY COUNCIL
(Three Year Term)

The Nursing Home Community Advisory Council serves as an advocate through monitoring of care and resolution of grievances of nursing home patients or their families. The Council meets when needed.

The following Terms expire this month:

Mary Jernigan
(Current Term 1/16-1/19)
(Originally Apptd. 1/16)

Melissa McCarter
(Current Term 6/16-1/19)
(Originally Apptd. 6/16)

Both would like to be reappointed.

Other Members:
See attached list
NURSING HOME COMMUNITY ADVISORY COUNCIL  
(One Year Term, Three Year if reappointed)

Nursing Home Advisory Councils were established to maintain the intent of the Nursing Home and Adult Care Home Resident Bill of Rights within nursing homes and adult care homes across the state. The Committee promotes community involvement and cooperation to ensure quality of care for older adults. The Council is responsible for advising the County Commissioners of the general conditions that exist in Dare County’s long term care facilities.

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>TERM EXPIRATION</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Tobin (Ex-Officio)</td>
<td>1-21</td>
<td>Apptd 6-17</td>
</tr>
<tr>
<td>6951 Pecan Lane</td>
<td></td>
<td>Reappted 1-18</td>
</tr>
<tr>
<td>PO Box 243</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manns Harbor, NC 27953</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Jim.tobin@darenc.com">Jim.tobin@darenc.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>216-7732</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Melissa McCarter</td>
<td>1-19</td>
<td>Apptd 6-16</td>
</tr>
<tr>
<td>3102 Columbia St.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kill Devil Hills NC 27948</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252-423-0654</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mary F. Pendill</td>
<td>9-19</td>
<td>Apptd 9-18</td>
</tr>
<tr>
<td>129 Dogwood Circle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manteo, NC 27954</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:obxmarmaid@hotmail.com">obxmarmaid@hotmail.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>252-473-3589 (home)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252-423-0757 (cell)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Linda Putnam</td>
<td>9-19</td>
<td>Apptd 10-14</td>
</tr>
<tr>
<td>972 Burnside Rd.</td>
<td></td>
<td>Reappted 9-16</td>
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<tr>
<td>Manteo, NC 27954</td>
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<tr>
<td>473-2669</td>
<td></td>
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</tr>
<tr>
<td>Mary Jernigan</td>
<td>1-19</td>
<td>Apptd 1-16</td>
</tr>
<tr>
<td>P.O. Box 345</td>
<td></td>
<td></td>
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<tr>
<td>Kill Devil Hills, NC 27948</td>
<td></td>
<td></td>
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<tr>
<td>252-305-1005</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pamela &quot;Susie&quot; Walters</td>
<td>9-19</td>
<td>Apptd 9-18</td>
</tr>
<tr>
<td>415 W. Raceview Court</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PO Box 1075</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nags Head, NC 27959</td>
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<tr>
<td><a href="mailto:pswalters@earthlink.net">pswalters@earthlink.net</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>252-441-9218 - home</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252-207-5846 - business</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTES:

MEETING INFO: Quarterly, 10:00 a.m. at the Baum Center

CONTACT INFO:
MEMBERS COMPENSATED: No

WHEN APPOINTMENTS ARE MADE:

NOTIFY: Brandi Jordan, Regional LTC Ombudsman
The Albemarle Commission
P.O. Box 646, Hertford, NC 27944
252-426-5753, ext. 225
252-426-8482 (fax)

The Nursing Home Community Advisory Committee acts as a liaison between the
Albemarle Commission and Peak Resources Nursing Home.

Marjorie Lane, Ombudsman of the Albemarle Commission called to ask for a copy of Mr. Russell
Langley’s letter of resignation from the Nursing Home Advisory Committee.
Ms. Lane said that by law only five members from Dare County should be on the Board. She
recommended not replacing Mr. Langley since there were five members after his resignation.
She also advised that law provides that one of the members is to be an individual recommended
by the Nursing Home. She asked that the next time a term is due to expire, this slot be filled by
such a person.

Dorothy Meers replaced Polly Bernd 9/90.
Dawn Gibbs replaced Alice Basnight 4/91.
Roy Riddick appointed to fill unexpired term of Emma Cannady. He can only be appointed for 1
year since this is his first appointment. His term will expire 1/94.
Liz Ann Cron left vacant by Dorothy Meers 1/93. Ms. Cron’s term will expire 9/95.
Liz Ann Cron reappointed in 9/95 but later declined. Mary Hall appointed to fill her unexpired
term 11/95.
Helen Beshens replaced Dawn Gibbs 1/97.
Lib Fearing replaced Dawn Gibbs 1/97.
Comm. Hassell replaced Roy Riddick. Her term will expire 1/97.
Louise Gray replaced Katherine McKimmey on 3/97.
Lovey Moore replaced Helen Beshens 6/97. Mrs. Beshens could not serve due to a family
member being a resident at Brithaven.
Eleanor Meeks replaced Lib Fearing 6/97. Mrs. Fearing could not serve due to a family
member being a resident of Brithaven.
Mary Conway replaced Lovie Moore 12/00.
Renee Cahoon filled unexpired term of Anna Sadler 1/01.
Joann Williams replaced Louise Gray 3/01.
Peggy Thank filled unexpired term of Mary Hall 5/01.
Lib Fearing apptd. to fill unexpired term of Joann Williams 9/03.
Kaye White apptd. to fill unexpired term of Renee Cahoon 9/03. Renee Cahoon can only serve
as an ex-officio member and not as an active voting member of the board according to NCGS.
Dell Collins replaced Mary Conway 1/05.
Gail Sonnesso replaced Patricia Schwartz 1/05.
Virginia Pellett replaced Renee Cahoon 1/05.
Cynthia Kalong replaced Dell Collins 1/06.
Frank Hester filled unexpired term of Peggy Thank 5/07.
Jackie Wenberg replaced Gail Sonnesso 2/08.
Steve Jennette filled unexpired term of Jackie Wenberg 11/08.
Appollonia (Bella) Reber filled unexpired term of Frank Hester 9/09.
Phelpie Edmondson filled unexpired term of Steve Jennette 9/09.
Roger Barnett appointed to fill unexpired term of Phelpie Edmondson 4/10.
Janet Jordan replaced Kaye White 1/11.
Laurie Worsley appld. to fill vacancy left by Lib Fearing 6/11.
Anita Edwards apptd. To fill unexpired term of Laurie Worsley who could not continue to serve due to a conflict 8/11.
Comm. Wally Overman filled unexpired term of Virginia Tillet 10/13.
Linda Putnam appointed to fill unexpired term of Appolonia Reber 10/14.
Margarette Umphlett replaced Wally Overman 1/15.
Mary Jernigan replaced Roger Barnett 1/16.
Melissa McCarter filled unexpired term of Janet Jordan 7/16.
Diannalea Knight filled unexpired term of Anita Edwards 12/16.
Jim Tobin filled unexpired term of Margarette Umphlett 6/17.
On February 19, 2018 Cyrithia Kalonji and Diannalea Knight were removed from the Committee after Dare County received official notification from the State of North Carolina that they were not eligible for continued service based upon not completing the training requirements that are mandated by the NC General Statutes;
On March 5, 2018 the Board recommended that the applications of Richard Burris and Susie Walters be forwarded to the Ombudsman to undergo training required by the NC General Statutes prior to their names being submitted to the Board of Commissioners at a future date for formal appointment to the committee
Pamela "Susie" Walters appointed by DCBC – 9/18
Mary F. Pendill appointed by DCBC – 9/18

REVISED 9/18
<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>See Attached Summary</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Board Action Requested</th>
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</thead>
<tbody>
<tr>
<td>Take Appropriate Action</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Presenter</th>
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</thead>
<tbody>
<tr>
<td>Robert Outten, County Manager</td>
</tr>
</tbody>
</table>
Board Appointment
Older Adult Services Advisory Council
(Four Year Term)

The following has resigned from the Board:

David Faudie
(Adult Services Rep.)
(Current Term 11/17 - 11/21)
(Originally Apptd. 11/14)

An Application has been received from Kenneth Bukantas.

The Older Adult Services Advisory Council recommends that Kenneth Bukantas be appointed to replace David Faudie.

Other Members:
See attached list
DCOAS Advisory Board Position
1 message

David Faudie <dfaudie@yahoo.com>
To: "brandiwh@darenc.com" <brandiwh@darenc.com>, debbie.monday@darenc.com

Tue, Dec 4, 2018 at 8:35 PM

Dear Brandi,

Due to my current physical limitations and my upcoming back/neck operation and unknown recovery time, I must relinquish my position on the DCOAS Advisory Board as of today.

Sincerely
David G Faudie
APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the
opportunity to participate in governmental decisions. One way of participating is by
serving as a citizen member on one of the county's advisory boards or committees.
If you would like to be considered for appointment to an advisory board or committee,
please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo,
N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice  VA Advisory (VETS)
2nd choice  Senior Advisory Board
3rd choice   

Name   Kenneth Bukantas
Address  288 Way Myatt's Tk
City/State/Zip  Southern Shores, NC 27945
Email Address  ken_bukantas@outlook.com
Telephone  Home: 252 2617322

Business:  

Resident of Dare County:  yes  no

Occupation:  Retired Accountant

Business Address:  

Educational background:

By U.S. Air Force military service
Enlisted Agent - IRS Tax

Business and civic experience and skills:

Business owner - Accounting Practice
for 30 years
Other Boards/Committees/Commissions on which you presently serve:


REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business/Occupation</th>
<th>Address</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jack Shea</td>
<td></td>
<td></td>
<td>261 4158</td>
</tr>
<tr>
<td>Wally Overman</td>
<td></td>
<td>216 6642</td>
<td></td>
</tr>
<tr>
<td>Carole Woznecki</td>
<td></td>
<td>207 6776</td>
<td></td>
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</tbody>
</table>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 1/1/18
Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 1/2/18
OLDER ADULT SERVICES ADVISORY COUNCIL

(Four Year Term)

This Council advises Dare County in its efforts to promote, organize, plan, and coordinate services and programs for residents and visitors to Dare County who are 55 years of age and older.

<table>
<thead>
<tr>
<th>MEMBER</th>
<th>TERM EXPIRATION</th>
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<tbody>
<tr>
<td>Linda Lengyel</td>
<td>11-22</td>
<td>Apptd. 3/13</td>
</tr>
<tr>
<td>P.O. Box 211</td>
<td></td>
<td>Reapptd. 11/14, 18</td>
</tr>
<tr>
<td>Hatteras, NC 27943</td>
<td></td>
<td></td>
</tr>
<tr>
<td>937-623-3258</td>
<td></td>
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</tr>
<tr>
<td>North Hatteras Island Area</td>
<td></td>
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</tr>
<tr>
<td>Mary Pendill</td>
<td>11-22</td>
<td>Apptd. 11/14</td>
</tr>
<tr>
<td>129 Dogwood Circle</td>
<td></td>
<td>Reapptd. 11/18</td>
</tr>
<tr>
<td>Manteo, NC 27954</td>
<td></td>
<td></td>
</tr>
<tr>
<td>252-423-0757 (Cell), 252-473-3589 (H)</td>
<td></td>
<td></td>
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<tr>
<td>-Manteo Area</td>
<td></td>
<td></td>
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<tr>
<td>Cynthia Harris, Chair.</td>
<td>11-21</td>
<td>Apptd. 11/15</td>
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<tr>
<td>92 S. Dogwood Trail</td>
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<td>Reapptd 11/17</td>
</tr>
<tr>
<td>Southern Shores, NC 27949</td>
<td></td>
<td></td>
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<tr>
<td>703-402-6288</td>
<td></td>
<td></td>
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<tr>
<td>South Beach Area</td>
<td></td>
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<tr>
<td>Melissa Turnage</td>
<td>11-22</td>
<td>Apptd. 12-16</td>
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<td>108 Rhodoms Dr.</td>
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<tr>
<td>Kill Devil Hills, NC 27948</td>
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<tr>
<td>256-0026 (H)</td>
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<tr>
<td>475-5585 (O)</td>
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<tr>
<td>Social Services Rep.</td>
<td></td>
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<tr>
<td>Lynne Bloomfield, Vice Chair.</td>
<td>11-19</td>
<td>Apptd. 11/14</td>
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<tr>
<td>5024 Lindbergh Ave.</td>
<td></td>
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<tr>
<td>Kitty Hawk, NC 27949</td>
<td></td>
<td></td>
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<tr>
<td>261-8937 (H)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Irbloomfieldkhnc@charter.net">Irbloomfieldkhnc@charter.net</a></td>
<td></td>
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<tr>
<td>Adult Services Rep.</td>
<td></td>
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<tr>
<td><strong>David Faudie</strong></td>
<td>11-21</td>
<td>Apptd. 11/14</td>
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<tr>
<td>240 Wax Myrtle Trail</td>
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<tr>
<td>Adult Services Rep.</td>
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<tr>
<td>Name</td>
<td>Appointed</td>
<td>Reappointed</td>
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<tr>
<td>Paulette Prodanchek</td>
<td>11-21</td>
<td>Apptd. 4-05</td>
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<tr>
<td>46 Mistletoe Lane</td>
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<td>261-0676</td>
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<td>North Beach Area</td>
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<tr>
<td>Vacant</td>
<td>11-17</td>
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<td>Mainland Area</td>
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<tr>
<td>Claudia Hennessey</td>
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<tr>
<td>P.O. Box 740</td>
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<tr>
<td>Avon, NC 27915</td>
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<tr>
<td>995-6662</td>
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<tr>
<td>Wanchese Area</td>
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<tr>
<td>John Clark</td>
<td>11-20</td>
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<tr>
<td>216 Harbour Rd.</td>
<td></td>
<td></td>
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<tr>
<td>Kill Devil Hills, NC 27948</td>
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<tr>
<td>715-0284</td>
<td></td>
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<tr>
<td>Central Beach Area</td>
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<tr>
<td>Jim Tobin</td>
<td>1-21</td>
<td>Apptd 6/17</td>
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<tr>
<td>6951 Pecan Lane</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PO Box 243</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manns Harbor, NC 27953</td>
<td></td>
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</tr>
<tr>
<td><a href="mailto:Jim.tobin@darenc.com">Jim.tobin@darenc.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>216-7732</td>
<td></td>
<td></td>
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<tr>
<td>DC Commissioner</td>
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</tbody>
</table>

**NOTE:**

**MEETING INFO:** 2nd Wednesday, 10:00 a.m., except June, July, Aug. Meetings rotates between Baum Center, Dare Center and Fessenden Center

**CONTACT INFO:** Cindy Harris, Chair
Lynne Bloomfield, Vice Chair
Brandi Rheubottom, Dir., Baum Center

**MEMBERS COMPENSATED:** No

Commissioner Byrd replaced Commissioner Perry 9/97.
Walter Parker replaced Herb Barr 11/97.
Josephine Fessler replaced Lovie Midgett 11/97.
Alpean Midgett apptd. to fill unexpired term of Louise Rossiter who resigned 11/97.
Marjorie Midgett replaced Roy Midgett 11/99.
Grace Fruit replaced Edna Fehrmann 10/00.
Cheryl Byrd’s appt. tabled til 12/18/00.
Lovie Midgett apptd. to fill unexpired term of Alpean Midgett 4/01.
Shirley Venente replaced Walter Parker 1/02.
Barbara Brenner replaced Josephine Fessler 1/02.
Mary Conway replaced Dell Collins 1/03.
Jonna Midgett replaced Sue Judge 1/03.
Joe Rongo replaced “Fritz” Winfree 11/03.
Annie Rose Wells filled unexpired term of Gee Fruit 3/04.
Paulette Prodanchek filled unexpired term of Barbara Brenner 4/05.
Lynda Hester filled unexpired term of Mary Conway 4/07.
Lynn Thomas filled unexpired term of Joe Rongo 8/07.
Georgia Ellis filled unexpired term of Annie Rose Wells 8/07.
Judith Link filled unexpired term of Shirley Venente 5/08.
Steve Jennette filled unexpired term of Lovie Midgett 12/08. Gisele Mead filled unexpired term of Lynda Hester 1/09.
Linda Lenguel filled unexpired term of Steve Jennette 3/04.
Lynn Bloomfield filled unexpired term of Julia Haywood 11/14.
David Faudie filled unexpired term of Betse Kelly 11/14.
Margarette Umphlett filled unexpired term of Virginia Tillett 12/14.

***11/2/15 – Cynthia Harris apptd. to South Beach seat, Sandra Clark to Mainland seat and Claudia Hennessey apptd. to Wanchese seat for two year terms. There were no applications from these designated areas, so appointments were made from applications that were on hand.
John Clark replaced Georgia Ellis 11/16.
Melissa Turnage filled unexpired term of Jonna Midgett 12/16.
Jim Tobin appointed to fill unexpired term of Margarette Umphlett 6/17.
Sandra Clark did not want to be reappointed 11/17

REVISED 11/18
Upcoming Board Appointments

Description
The Dare County Board of Commissioners welcomes citizen participation on its many Boards and Committees.

Following is a list of the Boards and Committees that have terms expiring during the next 3 months. The list indicates when the item will be presented to the County Commissioners and any requirements that may pertain to the appointment.

Instructions on how to obtain and submit an application are attached along with additional information about each of the Boards and Committees with upcoming term appointments.

Board Action Requested
None

Item Presenter
Robert Outten, County Manager
Upcoming Board & Committee Appointments

The Dare County Board of Commissioners welcomes citizen participation on Advisory Boards and Committees. This type of grassroots public involvement is the foundation of democracy and a vital part of maintaining Dare County as a quality place to live.

Following is a list of Boards and Committees that have terms expiring during the next 3 months. The list highlights when the item will be presented to the Board of Commissioners along with any special requirements that may pertain to the appointment.

Information about how to obtain and submit applications follows the list.

February 2019
1. Aging Advisory Council
   The Area Agency on Aging is the organization mandated under the provisions of the Older American's Act of 1965 to work on behalf of older adults and their caregivers in Region R. It is the Agency's mission to empower senior adults to enhance their quality of life through training, education, mediation, advocacy and coordination of services. The Council advocates on behalf of the senior population in their counties by reviewing and commenting on the laws, policies, actions and programs that affect older adults. 2 terms expiring

2. Planning Board
   The Planning Board meets to review and recommend action on land use and development plans and issues for the unincorporated areas of Dare County. 2 terms expiring

3. Senior Tar Heel Legislature Delegates
   The Senior Tar Heel Legislature was created by the State Legislature to provide information to senior citizens on the legislative process and matters being considered by the North Carolina General Assembly. Delegates from all 100 counties serve on committees and meet with the Governor and are a spokesperson for the county they represent. Position requires the ability to keep the County Commissioners informed of the Senior Tar Heel Legislative Agenda and to report to other seniors and groups regarding advocacy activities. 2 terms expiring

March 2019
1. Parks and Recreation Advisory Council
   The Advisory Council reviews and advises the Department of Parks and Recreation in its efforts to promote, organize, plan and coordinate activities and programs for youth and adults in Dare County. 1 term expiring

April 2019
1. Airport Authority
   The mission of the Dare County Airport Authority is to manage the operation, maintenance and improvement of air services and facilities for the use, convenience, and benefit of the air traveling public. 1 term expiring
2. **Manns Harbor Marina Commission**

The Manns Harbor Marina Commission is a seven-member group representing recreational, commercial and local interests for the self-governing mutual purpose Manns Harbor Marina. The Commission meets six times per year and reports directly to the Dare County Board of Commissioners. 4 terms expiring

--------Instructions for Obtaining and Submitting Applications--------

An application must be submitted in order for your name to be considered for a Board or Committee appointment. The form is available on the Dare County website, or by calling Janice Williams at 475-5800.