



COUNTY OF DARE
PO Box 1000. MANTEO. NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

Dare County Administration Building
954 Marshall C. Collins Dr., Manteo, NC

Monday, July 18, 2022

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

AGENDA

- 5:00 PM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Service Pins - July, 2022
- ITEM 3** Employee of the Month
- ITEM 4** Public Comments
- ITEM 5** Update - Senior Tar Heel Legislature
- ITEM 6** Proclamation Recognizing July as Parks & Recreation Month
- ITEM 7** Flexible Work Schedules and Teleworking Policy
- ITEM 8** Capital Project Ordinance-FEMA Flood Mitigation Assistance Grant
- ITEM 9** Barnhill Preconstruction Contract for the EMS and Masonic Lodge Projects
- ITEM 10** General Fund 5 Year Projection
- ITEM 11** Resolution Delegating the Authority to the County Manager to Lease Real Property for One Year and Less Pursuant to N.C.G.S 160A-272
- ITEM 12** Essential Housing Update
- ITEM 13** **Consent Agenda**
- 1. Approval of Minutes (6/15/22, 6/20/22 and 6/28/22)
 - 2. Damuth Trane - SPCA HVAC and Boiler System
 - 3. 2022 CRS Annual Report
 - 4. Recommendation of Award for Avon-Buxton Water Line Improvement.
 - 5. Budget Amendment - NCEM Capacity Building Competitive Grant Award
 - 6. DHHS - Social Services Division Memorandum of Understanding between NCDHHS and Dare County
 - 7. Update List of Deputy Finance Officers
 - 8. Hazard Mitigation Plan Activities Update
 - 9. Budget Amendment - Miss Katie Hatteras Inlet
 - 10. Budget Amendment - Debris Removal - Manteo Drainage Ditch System
 - 11. Outer Banks Gun Club, Inc. – Amended Bylaws
- ITEM 14** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00 A.M. ON AUGUST 1, 2022



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard, Sr.



Service Pins - July, 2022

Description

Service pins for the month of July will be presented

Board Action Requested

None

Item Presenter

Robert Outten, County Manager



Employee of the Month

Description

The Employee of the Month Certification will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Public Comments

Description

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.

Comments can be made at the Commissioners Meeting Room in Manteo (Administration Bldg., 954 Marshall Collins Drive, Manteo) or through an interactive video link at the Fessenden Center Annex (47013 Buxton Back Road, Buxton).

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Update - Senior Tar Heel Legislature

Description

Kaye White, the Dare County Delegate to the North Carolina Senior Tar Heel Legislature, will provide an annual report to the Board. She will be accompanied by Alternate Delegate, Sue Kelly.

Board Action Requested

None - Informational Presentation

Item Presenter

Kaye White, Dare County Delegate
Sue Kelly, Alternate Delegate



Supported by NCDHHS DAAS

PRESS RELEASE: FOR IMMEDIATE RELEASE

Media Contact: Allison Brown, Chair, NCSTHL Public Relations Committee

Email: katbrown1029@gmail.com Mobile: 336-940-8185

Three Takeaways from NC Senior Tar Heel Legislature June General Session

June 23, 2022 – Clemmons, NC

The second General Session of 2022 for the NC Senior Tar Heel Legislature (NCSTHL) was held in Clemmons, NC, June 13-14. It marked the first time this body of age 60+ delegates and alternates from NC's 100 counties convened in person since October of 2019. In the past three years, members adapted to the need to transport the conduct of business into the digital domain, but the pleasure of meeting face-to-face once again was evident over two days of meetings.

In the NCSTHL cycle of business, this is the time of year when the body is preparing to develop its priorities on behalf of NC's older adults to submit to the NC General Assembly (NCGA) for legislative consideration in 2023. The NCSTHL has explored intriguing issues such as remedies to the digital divide and ensuring age-friendly communities. However, last week's presentations from key staff of NC Division of Health and Human Services (DHHS) and the Division of Aging and Adult Services (DAAS) highlighted additional issues relevant to the challenges faced by NC's aging population.

Takeaway #1. Dave Richard, Deputy Secretary for NC Medicaid, explained the many ways Medicaid Expansion stands to benefit older adults across the state. Passed in the state Senate during the current short session, the House appears to prefer to defer the issue until the long session convenes. As NC legislators weigh the pros and cons, more than 400 studies from among the 38 states that have implemented it document improvements in access to care; health outcomes; mortality rates; employment; and food, housing, and financial security. It would close the gap in insurance coverage for an estimated 34,000 North Carolinians age 55-65 who are too young for Medicare, and it would stand to bring an estimated \$8.6 billion into the NC economy. Medicaid Expansion is an issue that the NCSTHL will continue to study as a candidate for legislative prioritization in 2023 – unless it passes the House during the current short session.

Takeaway #2. Jessalyn Bridges, the No Wrong Door State Coordinator for DAAS, explained how North Carolina is the recipient of \$37 million in one-time funding for the next 2.5 years from the American Rescue Plan Act (ARPA), earmarked for older adult support services. Administered by the NC Division of Aging and Adult Services (DAAS) and the state's sixteen area agencies on aging, this influx enabled the creation of new service categories that address gaps in social determinants of health – the conditions in the environments where people are born, live, learn, work, play, worship, and age – that affect a wide range of health, functioning, and quality-of-life outcomes and risks. Key services that are newly implemented include chore services; shopping and errand assistance; digital equipment purchase and training to prevent social isolation and enable telehealth access; assisted transportation; and transportation vouchers. At issue is the question of sustainability of these proven programs that greatly improve outcomes for older adults, reducing hospitalizations and medical costs.

Takeaway #3. Kathryn Lanier, Elder Rights Section Chief of DAAS, described several important programs administered by her unit, but for those who have a loved one in a long-term care (LTC) setting, knowing the local state regional LTC ombudsman could make a huge difference in their experience with the facility. “Ombudsman” is a Swedish word meaning “citizen advocate,” and in the LTC setting, they are state-trained individuals whose function is to uphold the rights of residents in long-term care facilities. Their role was heightened by the facility visitation restrictions imposed during the COVID-19 pandemic. NC has more than 90,000 LTC beds, with industry standards recommending one ombudsman for every 2,000 beds, resulting in the need for 45 full-time positions operating across the state. Currently approved for 36 positions, DAAS seeks approval for nine additional full-time ombudsmen to meet best practice staffing levels.

Between now and October, the delegates and alternates of the NCSTHL will submit proposals for possible legislation and six “issues committees” will compile and develop the proposals, which could include these three topics. The business of the October General Session will include voting to approve the top three to five proposals, which is no easy feat in light of the myriad action-worthy challenges faced by the aging population. The NCSTHL is committed to distilling the most pressing issues into legislative recommendations that will provide the broadest benefit so that North Carolina will continue to be not only a great state in which to grow up, but also a great state in which to grow old.

About the NCSTHL: The North Carolina Senior Tar Heel Legislature was created as a nonpartisan, unicameral body by the North Carolina General Assembly with the passage of Senate Bill 479 in July of 1993. Its purpose is to identify the most pressing issues facing older adults across the state and propose new legislation that will improve their quality of life to the NC General Assembly. The NCSTHL is comprised of delegates and alternates representing each of North Carolina’s 100 counties, supported by the area agencies on aging serving the state’s sixteen service areas.

For more information about NCSTHL, visit www.ncseniortarheellegislature.org.

To contact your local NCSTHL member, send an email request to media contact Allison Brown at katbrown1029@gmail.com, stating the originating county. Or visit the North Carolina Association of Area Agencies on Aging (NC4A) to locate the correct region and county, at <https://www.nc4a.org/membership> , and request NCSTHL member contact information from the local Area Agency on Aging.

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FACT SHEET

North Carolina Senior Tar Heel Legislature

2021 Legislative Priorities

Increase Funding for HCCBG

The North Carolina Home and Community Care Block Grant (HCCBG) is vital in assuring the availability of cost-effective home and community-based services to the elderly, malnourished, homebound, dependent and those who are socially and economically needy. This older population continues to increase; approximately 10,000 citizens are currently waitlisted for services and 1.2 million more are expected to turn 60 years of age by 2034. This rapidly increasing older adult population will place even greater pressure on an already overburdened service delivery system. **The Senior Tar Heel Legislature requests the General Assembly increase the Home and Community Care Block Grant funding by \$7 million dollars in recurring funds.**

Maintain and Increase Funding for Senior Centers

There are 171 Senior Centers in 97 counties that provide programs and services to enhance the health and wellness of older adults. These services are of significant benefit to help elders remain independent, thus delaying their potential for costlier services or housing options. Senior Center General Purpose money is vital to support critical center operations. To maintain operation, senior centers must leverage resources from a variety of sources that include federal, state, and local governments, special events, participant contributions, grants and volunteer hours. Even with leveraging, funding for senior centers has not been able to meet the needs of the state's increasing aging population who now constitute more than two-thirds of the fifty and over population. **The Senior Tar Heel Legislature requests that the General Assembly maintain the current General Purpose funding and increase this funding by a recurring \$350,000 to continue to meet the vital needs of North Carolina's growing population of older adults.**

Increase funding for Project C.A.R.E.

By mandate of the North Carolina General Assembly, Project C.A.R.E. (Caregiver Alternatives to Running on Empty) was developed by recommendation of a statewide, multi-stakeholder Task Force to address Alzheimer disease and related dementias. Funded by the state through the NC Department of Health and Human Services, Division of Aging and Adult Services, it provides caregiver support, care management, and referrals to available services. It has become a national best practice model for providing respite services to family members who are caring at home for a loved one with Alzheimer's disease or related dementia. More funding is needed to assist the caregivers of the ever-growing older adult population. **The Senior Tar Heel Legislature requests that the General Assembly increase funding for Project C.A.R.E. in 2019-2020 by \$500,000 and in future years increase funding by ten percent annually for expected growth.**

Strengthen and Fund North Carolina's Adult Protective Services Program (APS)

North Carolina's Adult Protective Services Program (APS) must be strengthened and funded to respond to the accelerated growth in the State's aging population. APS is a core of services provided to vulnerable and older adults who are at risk of abuse, neglect and exploitation. By 2025, 89 counties in North Carolina are projected to have more people age 60 years of age than 17 years and under. Many of these adults may be at risk of becoming victims of abuse, neglect or exploitation. The number of APS reports is expected to continue to increase as North Carolina's aging population increases. NC General Statute 108A, Article 6, Protection of the Abused, Neglected, or Exploited Disabled Adult Act, mandates county departments of social services provide APS to vulnerable and older adults who have been abused, neglected or exploited. In SFY 2017-2018 county departments of social services received 30,128 APS reports alleging the abuse, neglect or exploitation of vulnerable adults. In SFY 2016-17 counties expended approximately \$23.5 million, 3% state, 79% county, 18% federal, for the provision of APS. Counties are struggling to locate funding to provide these mandated services and are relying on funding from county governments and a decreasing federal Social Services Block Grant that is used to fund many services provided by counties. The need for APS has continued to increase over the years, but the only State funding, \$2 million provided for the provision of APS, was eliminated in the SFY 2010-2012 State Budget. A comprehensive evaluation/review is needed to better reflect the challenges counties currently face in meeting the changing needs of vulnerable and older adults who have been abused, neglected or exploited and are in need protective services. **The Senior Tar Heel Legislature urges the General Assembly recognize and value its vulnerable citizens by making available \$7 million in recurring funds in the State budget to meet the growing need for Adult Protective Services in North Carolina and conduct a comprehensive evaluation/review of these services to ensure this protection is adequate.**

Staff-to-Patient Ratios in Nursing Homes

The positive relationship between nurse staffing levels and the quality of nursing home care has been demonstrated widely and that increasing nurse (RN, LPN, and CNA) staffing levels facilitates enhancement of the outcomes of nursing home care. The federal Nursing Home Reform Act (NHRA), as part of the Omnibus Budget Reconciliation Act (OBRA) of 1987, requires minimum staffing levels for registered nurses (RNs) and licensed practical nurses (LPNs), and a minimum educational training for nurse's aides (NAs), but fails to establish a specific requirement for minimum caregiver/resident ratio or a minimum standard for the number of hours per patient day that a resident should be receiving care. In a nursing home, the CNA is the true point-person when it comes to providing adequate one-on-one care to the resident. The quality of care that facilities provide to their residents is frequently evaluated across three domains including structure (resources used to provide care; e.g., staffing), process (actions used to provide care; e.g., restraints) and outcomes (end results for patients; may be bad outcomes or good outcomes). **The Senior Tar Heel Legislature recommends that the General Assembly enact legislation, which establishes either a mandatory Standardized HPPD (hours per patient daily) or minimum staff-to-patient ratios for direct patient care, including enforcement standards and consequences to ensure quality care in nursing homes in the state of North Carolina, regardless of whether they are a for-profit or non-profit organization.**

INFORMATION ON THE NORTH CAROLINA SENIOR TAR HEEL LEGISLATURE

The North Carolina Senior Tar Heel Legislature was created by the North Carolina General Assembly with the passage of Senate Bill 479 in July of 1993. The Senior Tar Heel Legislature was created to:

- Provide information to senior citizens on the legislative process and matters being considered by the North Carolina General Assembly.
- Promote citizen involvement and advocacy concerning aging issues before the North Carolina General Assembly.
- Assess the legislative needs of older citizens by convening a forum modeled after the North Carolina General Assembly.

Each of the 100 North Carolina counties is entitled to one delegate to the Senior Tar Heel Legislature. Most counties also have an alternate delegate. Delegates and alternates must be age 60 or older. The North Carolina Division of Aging and Adult Services provides staff support for the Senior Tar Heel Legislature in cooperation with the 16 Area Agencies on Aging, which are responsible for conducting the selection of delegates and alternates.

We can be found on the web at: <http://www.ncsthl.org/> and on Facebook (North Carolina Senior Tar Heel Legislature).

For more information about the North Carolina Senior Tar Heel Legislature, please contact your county's Delegate or Alternate or the following members:

Speaker

Norma Duncan
Mitchell County
59 Chestnut Street
Spruce Pine, NC 28777

Speaker Pro Tempore

David Boone
Pasquotank County
901 Cedar Point Circle
Elizabeth City, NC 27909

Dare County Delegate

Kaye White
423 W. Villa Dunes Dr.
Nags Head, NC 27959
252-256-1375

Deputy Speaker Pro Tempore

Annette Myers
Granville County
P.O. Box 461
Oxford, NC 27565

Secretary

Sherrye Perry
Madison County
P.O. Box 844
Marshall, NC 28753

Dare County Alternate

Sue Kelly
P.O. Box 743
Kitty Hawk, NC 27949
252-441-7795



Proclamation Recognizing July as Parks & Recreation Month

Description

The month of July is celebrated nationally as Parks & Recreation month. All across the country community events are taking place to celebrate the importance of Parks & Recreation.

Board Action Requested

Approve the proclamation presented.

Item Presenter

Dare County Manager Robert Outten



**A PROCLAMATION
RECOGNIZING JULY AS PARKS AND RECREATION MONTH**

WHEREAS, parks and recreation are an integral part of communities throughout this country, including Dare County; and

WHEREAS, parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders and Alzheimer's disease; and

WHEREAS, parks and recreation encourage physical activities by providing space for popular sports, walking trails and many other activities designed to promote active lifestyles; and

WHEREAS, parks and recreation programming and education activities, such as the after-school program, youth sports and gardening programs, are critical to childhood development; and

WHEREAS, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses and crime reduction; and

WHEREAS, parks and recreation are fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation are essential and adaptable infrastructures that make our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Dare County recognizes the benefits derived from parks and recreation resources.

NOW, THEREFORE, Dare County does hereby proclaim and recognize July as **Parks and Recreation Month**.

This the 18th day of July, 2022.

SEAL

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



*Dare County's New Flexible Work Schedules
and Teleworking Policy*

Description

In support of offering flexible work schedules and teleworking to employees, Dare County has outlined both policy guidelines and a Flexible Work/Telework Agreement.

Board Action Requested

Board approval of the policy and agreement that follow

Item Presenter

Elizabeth Reilly, Human Resources Director

Flexible Work Schedules and Teleworking Policy

Purpose

Dare County is committed to helping employees face the demands of work, family, and life-related issues by offering flexible work arrangements. The County supports its departments in exploring and implementing flexible work arrangements. The purpose of this policy is to provide for consistent application of flexible work arrangements across County departments, to ensure the security of County information and systems, to maintain continuity of operations, to reduce the environmental impact of commuting, and to increase employee morale and satisfaction.

Teleworking may be appropriate for some employees and jobs, but not for others. Teleworking is not an entitlement, nor available to all employees as a County-wide benefit. Teleworking agreements do not change any terms and conditions of employment, and teleworking agreements can be revoked at any time, for any reason, by County administration.

The Department Director and the Human Resources Director have the authority to approve individual flexible work schedules and teleworking arrangements consistent with the following guidelines.

Types of Flexible Work Options

Flextime

Flextime provides flexibility in an employee's set scheduled starting and ending times. Some employees work very early in the morning and leave earlier in the afternoon. Other flextime employees may need to start later in the day and work into the evening.

Compressed Work Week

Compressed work week allows full-time employees to work 37.50 or 40 hours in fewer than 5 full days in exchange for a partial day or an entire day off in the work week.

Teleworking

Teleworking is the practice of working at home and is a work arrangement that the County may approve for certain eligible employees when it is determined to be advantageous for both the employee and the County. Teleworking does not change the basic terms and conditions of employment with the County, and employees are subject to the same policies and procedures that apply when working at a County facility. Teleworking is not a benefit or entitlement, but a work arrangement intended to enhance productivity, creativity, employee satisfaction and/or reduce operating costs. The employee or the County may terminate the agreement at any time for any reason. The Department Director and the Human Resources Director have the authority to approve individual teleworking arrangements consistent with these guidelines.

Teleworking and flexible work arrangements are not appropriate for all employees or positions and are not a universal employee benefit but a privilege. To be considered, eligible employees:

- Must have thorough knowledge of the job, performance, and telework expectations.
- Must have a satisfactory attendance record.
- Must meet all performance expectations in his or her current role.
- Must consistently demonstrate the ability to complete tasks and assignments on a timely basis with minimal supervision.
- Must have work and responsibilities that are conducive to a flexible work arrangement without causing significant disruption to performance and/or service delivery.
- Must establish and maintain an adequate, private, and safe space to work.
- Must be able to be at their regular County office within one hour of a call should a situation arise. Any exceptions outside of one hour must be discussed with the manager or supervisor.
- Must accurately record hours worked in the County's time-keeping system and obtain advanced approval of hours worked in excess of those scheduled for the day.
- Teleworking cannot be used as a substitute for dependent care. Employees will not act as the primary caregiver for dependents during scheduled work hours. When necessary, employees must make arrangements for dependent care during the agreed upon work hours and may be asked to provide proof of appropriate dependent care arrangements.

Flexible Work Options & Teleworking Requirements

- Employees are permitted to telework for a maximum of two days per week. Employees are required to report to the office for a minimum of three days per week.
- In-person business visits or meetings with customers cannot be conducted at an employee's home.
- Employees must be available to attend onsite staff meetings and other business meetings, including meetings with little or no advance notice. The supervisor should provide as much advance notice as practicable.
- Employee must be willing to revert to working at the office to cover for absenteeism, vacations, leaves and other business needs. The Supervisor may not always be able to provide advance notice of such needs but should provide as much advance notice as practicable.
- Any situations which will involve the employee being away from their home office work site, other than normal, agreed upon breaks and lunches, must be approved in advance by the supervisor the same as if the employee were working at a County office.
- Flexible work arrangements are limited to hours worked between the 7:00 a.m. and 7:00 p.m.
- Department Heads will determine the office equipment (such as a laptop) that is required for an employee to work from home and must come from their budget.

Other items such as telephone, internet, desk, chairs, etc. are to be provided by the employee at their expense.

- Employees must agree to and complete a Flexible Work/Telework agreement.
- Pictures of remote work area and workstation must be provided with the Flexible Work/Telework agreement.
- Employees that would like to make changes or adjustments to a previously approved schedule must complete a new Flexible Work/Telework Agreement form and obtain required approvals.



Dare County Flexible Work/Telework Agreement

I am interested in a flexible work arrangement. I recognize that it is my responsibility to help ensure the success of the flexible work arrangement. I recognize that if accepted into the program, I will not assume that the flexible work agreement is permanent. I have read the Flexible Work Schedules & Teleworking Policy.

Name: _____

Title: _____

Supervisor: _____

Department/Division: _____

Email: _____

Date: _____

Requested flexible work arrangement:

- _____ Remote Work Location (Telework) – Include pictures of work area and workstation
- _____ Compressed Schedule
- _____ Flextime Schedule
- _____ Combination of Schedules

Description of requested flexible work schedule (days and times requested)

Workday	Requested Work Schedule by Employee	Approved Work Schedule by Department Head (if changes are required)
Saturday		
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

The following items have been identified as keys to a successful flexible work arrangement. Please check the following items if they apply:

- I have sufficient work that can be completed remotely and maintain the overall productivity and operation of the department (maximum of two days per week).
- I have demonstrated the ability to work independently, without close supervision.
- I am comfortable with technologies needed for remote work.
- I have the necessary technology (i.e. laptop, desktop, tablet, phone) for conducting remote work.
- I have effective communication with my manager(s), co-workers and customers that will enable a relatively seamless transition from on-site to off-site.
- My remote work office space is safe and conducive to a productive work environment; see attached home certification checklist.
- I understand that dependent care cannot interfere with the essential functions of the job.
- I have the ability to be flexible about the flexible work arrangement, to respond as deemed necessary by supervisor/management on site to the needs of the customer, workgroup, workload by adjusting my flexible work schedule as requested.
- I understand that some expenses related to remote work are my financial responsibility (telephone line and internet connection, desk, chair, etc.).
- I understand that this agreement can be terminated by the County at any time for any reason.

Please provide the following information concerning your commute: The total number of miles driven round-trip between home and work is: _____

On average, the number of minutes spent commuting from home to work is: _____

Employee Name/Signature

Date

Department Director

Date

Human Resources Director

Date

County Manager

Date



Home Safety Self-Certification Checklist

	Yes	No
1. Is the designated workspace clean, safe, and free from distractions?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the workstation sufficient to accommodate a laptop directly in front of the user with space beside it for papers and reports while reducing obstructions for the legs?	<input type="checkbox"/>	<input type="checkbox"/>
3. Is there adequate room for the monitor to be positioned 16 to 29 inches from the user's eyes?	<input type="checkbox"/>	<input type="checkbox"/>
4. Do you have a UL approved surge protector for equipment?	<input type="checkbox"/>	<input type="checkbox"/>
5. Are the user's forearms, wrists, etc. free from contact with hard, sharp edges?	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the chair stable?	<input type="checkbox"/>	<input type="checkbox"/>
7. Is there adequate light for reviewing the monitor and reading printed materials?	<input type="checkbox"/>	<input type="checkbox"/>
8. Is the monitor screen positioned so there is no glare?	<input type="checkbox"/>	<input type="checkbox"/>
9. Are all electrical cords in good condition?	<input type="checkbox"/>	<input type="checkbox"/>
10. Do you have a designated workspace that is private and secure?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will your files and documents be protected from access by family members and others?	<input type="checkbox"/>	<input type="checkbox"/>
12. Will you secure access to your computer when not in use for an extended period of time?	<input type="checkbox"/>	<input type="checkbox"/>
13. Are your documents and files kept in a protected area when not in use?	<input type="checkbox"/>	<input type="checkbox"/>
14. Do you follow County HIPAA and security procedures for discarding Protected Health Information (both print and electronic)? Do you have a means of shredding your files?	<input type="checkbox"/>	<input type="checkbox"/>
15. Do you have a stable internet connection that is reliable and provides sufficient bandwidth to allow for acceptable work productivity (1mbs download, 786kb upload)?	<input type="checkbox"/>	<input type="checkbox"/>

Liability for Injuries – I understand that I remain liable for injuries to any third person or family member on my premises. I agree to defend, indemnify and hold harmless the County from and against any and all claims, demands or liability (including any related losses, costs, expenses and attorney fees) resulting from, or arising in connection with, any injury to person or damage to property caused, directly or indirectly, by the services provided herein by me or my willful misconduct, negligent acts or omissions in the performance of my duties and obligations under this Agreement, except such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the County.

I understand that I am obligated to comply with all of the rules, practices, and instructions outlined in the Agreement. I understand that violation of any of the above may result in termination of the Flexible Work Agreement.

Employee Signature

Date

Department Director

Date



Capital Project Ordinance-FEMA Flood Mitigation Assistance Grant

Description

FEMA awarded Dare County a Flood Mitigation Assistance Grant to elevate up to 13 homes. FMA grants require a 25% match, which will be provided by the homeowners.

Board Action Requested

Adopt Capital Project Ordinance and authorize County Manager to sign the Flood Mitigation Assistance Grant Agreement.

Item Presenter

Robert Outten, County Manager

County of Dare, North Carolina
Capital Project Ordinance

for
Flood Mitigation Assistance Grant

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 hereby adopted:

Section 1 The project is a Flood Mitigation Assistance Grant for the elevation of up to 13 private homes. The project is funded by a federal grant, CFDA #27.029, passed through and administered by NC Emergency Management. The grant requires a 25% local match which the County requires be provided by the home owner.

Section 2 The following budget shall be conducted within the Capital Projects Funds (#61).

Section 3 The following amount is appropriated for the project:

Home Elevation Flood Mitigation 2022	615570-559900-70060	\$1,860,976
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Section 4 The following revenues are anticipated to be available to complete the project:

State & Federal Aid	613025-422015-70060	\$1,395,732
Local Match from Home Owners	613050-447552-70060	\$465,244

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

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

Adopted this 18th day of July, 2022

Chairman, Board of Commissioners

[SEAL]

Clerk to the Board of Commissioners

PROJECT: FMA-PJ-04-NC-2019-002
COST CENTER: 1509 8007 3C29
CFDA: 97.029

**NORTH CAROLINA FLOOD MITIGATION ASSISTANCE
GRANT AGREEMENT**

THIS FLOOD MITIGATION ASSISTANCE GRANT AGREEMENT (the Agreement) is entered into by and between the **State of North Carolina, Department of Public Safety, Division of Emergency Management, Raleigh, North Carolina** (hereinafter referred to as the "AGENCY/GRANTEE"), and **Dare County**, (hereinafter referred to as the "RECIPIENT/SUBGRANTEE").

WHEREAS, Congress authorized financial assistance to States and communities for flood mitigation planning and activities; and

WHEREAS, the Federal Emergency Management Agency provides assistance to States and communities for activities that will reduce the risk of flood damage to structures vulnerable under the National Flood Insurance Program; and

WHEREAS, the North Carolina Emergency Management Act, N.C.G.S. §166A-19 *et. seq.* and N.C.G.S. §143B-1000 and 166A-19.12(10) and (13) authorize the relationship as described herein; and

WHEREAS, the RECIPIENT/SUBGRANTEE represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications and experience to provide the services identified herein, and does agree to perform as described herein;

NOW, THEREFORE, the AGENCY/GRANTEE and the RECIPIENT/ SUBGRANTEE do mutually agree as follows:

(1) SCOPE OF WORK

The RECIPIENT/SUBGRANTEE shall fully perform the approved Flood Mitigation Assistance (FMA) project, as described in the approved FEMA application as described in Attachment A, in accordance with the approved scope of work in the approved FEMA application, the estimate of costs indicated in the approved FEMA application, and the terms and conditions of this Agreement. RECIPIENT/ SUBGRANTEE shall not deviate from the approved project and the terms and conditions of this Agreement. RECIPIENT/SUBGRANTEE shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project. The project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable

North Carolina Division of Emergency Management Standard Operating Procedure.

Pursuant to 44 C.F.R. Parts 78, 79, or 80, the applicable Hazard Mitigation Assistance Guidance and applicable Hazard Mitigation Assistance Guidance Addendum (i.e. the Hazard Mitigation Assistance Guidance dated February 27, 2015, the Hazard Mitigation Assistance Guidance Addendum dated February 27, 2015), the applicable Notice of Funding Opportunities for Hazard Mitigation Assistance Grants, other applicable Hazard Mitigation Assistance Guidance and policies, and 44 C.F.R. §206.434(e)(1)(i)-(iii), title to the real property acquired by FEMA shall be conveyed to local communities subject to specific restrictive covenants, conditions and agreements which will run with the land and be binding on subsequent successors, grantees and assigns. The restrictive covenants, conditions and agreements will be recited in the deed a community receives from FEMA and the community shall join in the execution of the deed.

Pursuant to 44 C.F.R. Part 78, 79, or Part 80, the applicable Hazard Mitigation Assistance Guidance and applicable Hazard Mitigation Assistance Guidance Addendum (i.e. the Hazard Mitigation Assistance Guidance dated February 27, 2015, the Hazard Mitigation Assistance Guidance Addendum dated February 27, 2015), the applicable Notice of Funding Opportunities for Hazard Mitigation Assistance Grants, other applicable Hazard Mitigation Assistance Guidance and policies, and 44 C.F.R. §206.434(e) or Part 80, the general criteria from which specific deed restrictions will be developed may include, among other things, that:

- (1) The land must be dedicated in perpetuity for open space purposes, or such other purposes as the Administrator may agree are consistent with the objectives set forth in 44 C.F.R. Parts 78, 79, or 80, the applicable Hazard Mitigation Assistance Guidance and applicable Hazard Mitigation Assistance Guidance Addendum (i.e. the Hazard Mitigation Assistance Guidance dated February 27, 2015, the Hazard Mitigation Assistance Guidance Addendum dated February 27, 2015), the applicable Notice of Funding Opportunities for Hazard Mitigation Assistance Grants, other applicable Hazard Mitigation Assistance Guidance and policies, and 44 C.F.R. §206.434(e) (1)(i) and Part 80 of this section; that the community shall faithfully manage the land for its dedicated purposes; that the community shall not erect or permit to be erected any structures or other improvements on the land unless such structures are, except for restrooms, open on all sides and functionally related to a designated open space use without the prior approval in writing of the Administrator; and the community shall not permit any use which will create a threat to human life from flooding.
- (2) Pursuant to 44 C.F.R. Parts 78, 79, or Part 80, the applicable Hazard Mitigation Assistance Guidance and applicable Hazard Mitigation

Assistance Guidance Addendum (i.e. the Hazard Mitigation Assistance Guidance dated February 27, 2015, the Hazard Mitigation Assistance Guidance Addendum dated February 27, 2015), the applicable Notice of Funding Opportunities for Hazard Mitigation Assistance Grants, other applicable Hazard Mitigation Assistance Guidance and policies, and 44 C.F.R. §206.434(e)(2) or 44 C.F.R. 80.19, allowable open space uses include parks for outdoor recreation activities, nature reserves, cultivation, grazing, camping (except where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved parking lots, buffer zones, or open space areas that are part of Planned Unit Developments (PUD's). Structures functionally related to these uses are open-sided picnic and camping facilities, kiosks and refreshment stands or nonhabitable, elevated or floodproofed service structures associated with a marina.

- (3) The rights to enforce the restrictive covenants shall be assigned to the Administrator as assignee, together with a declaration that any future violation of the restrictive covenants or agreements, delivered in writing to the chief executive Officer within thirty (30) days from the date the Administrator receives actual notice of the violation, shall be deemed at the Administrator's option to cause a reversion of title to FEMA.
- (4) The property shall be transferred subject to zoning and building laws and ordinances; easements, agreements, reservations, covenants and restrictions of record; any state of facts an accurate survey might show; encroachments and variations from the record line of hedges, retaining walls, sidewalks and fences.

Any structures, as described at 44 C.F.R. Parts 78, 79, or 80, the applicable Hazard Mitigation Assistance Guidance and applicable Hazard Mitigation Assistance Guidance Addendum (i.e. the Hazard Mitigation Assistance Guidance dated February 27, 2015, the Hazard Mitigation Assistance Guidance Addendum dated February 27, 2015), the applicable Notice of Funding Opportunities for Hazard Mitigation Assistance Grants, other applicable Hazard Mitigation Assistance Guidance and policies, and 44 C.F.R. §206.434(e)(3) of this section, and built in accordance with the deed restrictions shall be floodproofed or elevated to withstand the effects of the 500 year of .02 percent chance flood.

Pursuant to 44 C.F.R. Parts 78, 79 or 80, the applicable Hazard Mitigation Assistance Guidance and applicable Hazard Mitigation Assistance Guidance Addendum (i.e. the Hazard Mitigation Assistance Guidance dated February 27, 2015, the Hazard Mitigation Assistance Guidance Addendum dated February 27, 2015), the applicable Notice of Funding Opportunities for Hazard Mitigation

Assistance Grants, other applicable Hazard Mitigation Assistance Guidance and policies, and 44 C.F.R. §206.434 or Part 80, an agreement to sell real property on the part of owners will be completely voluntary.

Pursuant to 44 C.F.R. 78.11, 79.6 or Part 80, the applicable Hazard Mitigation Assistance Guidance and applicable Hazard Mitigation Assistance Guidance Addendum (i.e. the Hazard Mitigation Assistance Guidance dated February 27, 2015, the Hazard Mitigation Assistance Guidance Addendum dated February 27, 2015), the applicable Notice of Funding Opportunities for Hazard Mitigation Assistance Grants, other applicable Hazard Mitigation Assistance Guidance and policies, and 44 C.F.R. §206.434 or Part 80, Flood Mitigation Assistance (FMA) Projects must be cost effective, not costing more than the anticipated value of the reduction in both direct damages and subsequent negative impacts to the area if future floods were to occur. Both costs and benefits are computed on a net present value basis. FMA projects must be in conformance with 44 C.F.R. Part 9 and the minimum standards of the NFIP Floodplain Management Regulations at 44 C.F.R. Part 60. FMA projects must be in conformance with the Flood Mitigation Plan; the type of project proposed must be identified in the plan. FMA projects must be located physically in a participating NFIP community that is not on probation or must benefit such community directly by reducing future flood damages.

Pursuant to 44 C.F.R. Part 78.12 or Part 80, the applicable Hazard Mitigation Assistance Guidance and applicable Hazard Mitigation Assistance Guidance Addendum (i.e. the Hazard Mitigation Assistance Guidance dated February 27, 2015, the Hazard Mitigation Assistance Guidance Addendum dated February 27, 2015), the applicable Notice of Funding Opportunities for Hazard Mitigation Assistance Grants, other applicable Hazard Mitigation Assistance Guidance and policies, and 44 C.F.R. §206.434 or Part 80, if the FMA project involves acquisition of insured structures and underlying real property in fee simple and easements restricting real property to open spaces, the Administrator will, when he or she deems it to be in the public interest, enter into negotiation with property owners whose improved real property has been damaged by flooding, for the purpose of purchasing such buildings and associated land or lot for transfer by sale, lease, or donation to a community when the following conditions are met:

- (1) The property must be in a flood risk area as determined by the Administrator.
- (2) The property must have been covered by a flood insurance policy under the National Flood Insurance Program at the time damage took place.
- (3) The building, while covered by flood insurance under the National Flood Insurance program, must have been damaged substantially beyond repair or must have been damaged not less than twice during the preceding ten year period, each time the cost of repair equaling or exceeding One Thousand

Dollars (\$1,000), or must have been damaged from a single casualty of any nature so that a statute, ordinance or regulation precludes its repair or restoration, or permits repair or restoration only at significantly increased cost.

- (4) A state or local community must enter into an agreement authorized by ordinance or legally binding resolution to take title to and manage the property in a manner consistent with sound land management use as determined by the Administrator.
- (5) The community must agree to remove without cost to the Federal Emergency Management Agency (FEMA), by demolition, relocation, donation or sale, any damaged structures to which the community accepts title from FEMA, provided the Administrator may, when it is in the public interest to do so, agree to assume a part or all of the cost of such removal.

(2) FUNDING AND INSURANCE

The AGENCY/GRANTEE shall provide Flood Mitigation Assistance Program Funds for costs incurred in performing the project identified in the approved FEMA application as identified in Attachment A as follows:

Flood Mitigation Assistance Program Funds:

A. Elevations

<u>Total Number of Structure(s)</u>	<u>Total Costs</u>
13	\$ 1,669,486.00
<u>Soft Costs/unit</u>	<u>Total Units</u>
\$ 14,730.00	13
	<u>Total Soft Costs</u>
	\$ 191,490.00

Total Estimated Project Costs \$ 1,860,976.00

The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

B. Funding Sources

- 1. Estimated Federal Share for: FMA-PJ-04-NC-2019-002 \$ 1,395,731.95
- 2. Estimated Local Share for: FMA-PJ-04-NC-2019-002 \$ 465,244.05

TOTAL FOR: FMA-PJ-NC-2019-002 \$ 1,860,976.00

The Local Share shall be provided by the RECIPIENT/ SUBGRANTEE or its designee. Allowable costs shall be determined in accordance with the National Flood Insurance Reform Act of 1994 (NFIRA), Section 1366 and 1367, 42 U.S.C. 4104c and 4104d; 44 C.F. R. Part 78; 2 C.F.R. Part 200 and other applicable Flood Mitigation Assistance Program guidance.

The RECIPIENT/SUBGRANTEE shall utilize the forms entitled "Request for Advance" and "Cost Report" to obtain funds under this agreement. RECIPIENT/ SUBGRANTEE shall not receive funds under this agreement if it does not submit a Cost Report or Request For Advance form. To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Flood Mitigation Assistance Program Project Manager or Flood Mitigation Specialist. As per Paragraph 12(c) of this Agreement, if RECIPIENT/SUBGRANTEE designates different representatives or designated agents, RECIPIENT/ SUBGRANTEE shall notify AGENCY/GRANTEE.

To receive funds under this agreement, the Designated Agent shall sign the Cost Report or Request for Advance Form. These forms are hereby incorporated into this Agreement by reference. Following full execution of this Agreement, the Fiscal Section of the Department of Public Safety will forward the Cost Report to the RECIPIENT/ SUBGRANTEE. RECIPIENT/ SUBGRANTEE shall complete the Cost Report and attach appropriate invoices or other appropriate documentation and forward it to the appropriate Division of Emergency Management Hazard Mitigation Specialist. AGENCY/GRANTEE will reimburse RECIPIENT/ SUBGRANTEE for eligible costs in increments of Five Hundred Dollars (\$500.00) or greater.

The final payment of funds will be made only after project completion, submission of all required documentation, final inspection, and a request for final reimbursement.

RECIPIENT/SUBGRANTEE agrees, as a condition of receipt of funding pursuant to this Agreement, to obtain reasonably available, adequate, and necessary insurance for the type or types of hazard for which the major disaster was declared, in accordance with the requirements of 44 C.F.R. Part 61.

(3) DUPLICATION OF BENEFITS PROHIBITION

In accordance with the provisions of 42 U.S.C. §5155 (Section 312 of the Stafford Act) duplication of benefits is prohibited. The RECIPIENT/ SUBGRANTEE shall notify the AGENCY/GRANTEE, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application, and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, Minimum Home Repair funds,

and other Federal, State and private funding. Allowable costs shall be reduced by the amount of duplicate sources available. The RECIPIENT/SUBGRANTEE shall be liable to the AGENCY/GRANTEE to the extent that the RECIPIENT/SUBGRANTEE receives duplicate benefits from any other source for the same purposes for which the RECIPIENT/SUBGRANTEE has received payment from the AGENCY/GRANTEE.

The RECIPIENT/SUBGRANTEE shall immediately remit to the AGENCY/GRANTEE any duplication of benefits payment received by the RECIPIENT/SUBGRANTEE. In the event the AGENCY/GRANTEE determines a duplication of benefits has occurred RECIPIENT/SUBGRANTEE hereby authorizes the Controller of the Department of Public Safety to take offset action against any other available funding due the RECIPIENT/SUBGRANTEE. In addition, RECIPIENT/SUBGRANTEE shall ensure, as a condition of funding under this Agreement, that all required Privacy Act releases and Duplication of Benefit paperwork is completed.

(4) **INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

Both the RECIPIENT/SUBGRANTEE and the AGENCY/GRANTEE shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachments B, C, and D.

(5) **PERIOD OF AGREEMENT**

This Agreement becomes effective upon execution of the signatures of all parties. The date of execution shall be the date of the last signature. The termination date is **April 1, 2023** unless terminated earlier in accordance with the provisions of paragraphs (6), (8), (11), (13) or (17).

(6) **MODIFICATION OF CONTRACT**

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced in writing, duly signed by each of the parties hereto, and attached in the original of this Agreement.

(7) **RECORD KEEPING, PROCUREMENT AND PROPERTY MANAGEMENT**

(a) If applicable, RECIPIENT/SUBGRANTEE's performance under this Agreement shall be subject to 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", Subpart B "General Provisions".

- (b) If applicable, all financial and programmatic records, supporting documents statistical records and other records of RECIPIENT/ SUBGRANTEE shall be retained pursuant to 9 NCAC Part 3M and 2 C.F.R. Part 200. All original records pertinent to this Agreement shall be retained by the RECIPIENT/SUBGRANTEE for five years following the date of termination of this Agreement or of submission of the final closeout report, whichever is later, with the following exceptions:
- If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
- (c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and other applicable laws and regulations.
- (d) The RECIPIENT/SUBGRANTEE, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the AGENCY/GRANTEE, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the AGENCY/GRANTEE.

(8) REPORTS

- (a) The RECIPIENT/SUBGRANTEE shall provide monthly progress reports to the AGENCY/GRANTEE, which will be provided at the Implementation Meeting. Reports are due by the tenth of the following month. Reports shall indicate the status and completion date for each project funded, any problems or circumstances affecting completion dates, or the scope of work, or the project costs, and any other factors reasonably anticipated to result in noncompliance with the terms of the grant award. Interim inspections shall be scheduled by the RECIPIENT/SUBGRANTEE prior to the final inspection and may be requested by the AGENCY/GRANTEE based on information supplied in the progress reports.

The AGENCY/GRANTEE may require additional reports as needed. The RECIPIENT/ SUBGRANTEE shall, as soon as possible, provide any additional reports requested by the AGENCY/GRANTEE. The AGENCY/GRANTEE contact will be the Division of Emergency Management Hazard Mitigation Specialist for all reports and requests for reimbursement.

- (b) RECIPIENT/SUBGRANTEE shall provide the AGENCY/ GRANTEE with a close-out report on forms provided by the AGENCY/GRANTEE. The close-out report is due no later than forty-five (45) days after termination of this Agreement or upon completion of the activities contained in this Agreement.
- (c) If all required reports and copies are not sent to the AGENCY/GRANTEE or are not completed in a manner acceptable to the AGENCY/GRANTEE, the AGENCY/ GRANTEE may withhold further payments until they are completed or may take such other action as set forth in paragraph (11). The AGENCY/GRANTEE may terminate the Agreement with a RECIPIENT/SUBGRANTEE if reports are not received within thirty (30) days after written notice by the AGENCY/ GRANTEE. "Acceptable to the AGENCY/GRANTEE" means that the work product was completed in accordance with generally accepted principles and is consistent with the Budget and Scope of Work, Attachment A.
- (d) Upon request by the AGENCY/GRANTEE, the RECIPIENT/ SUBGRANTEE shall provide such additional program updates or information as may be required by the AGENCY/GRANTEE.

(9) **MONITORING**

The RECIPIENT/SUBGRANTEE shall constantly monitor its performance under this Agreement to ensure that time schedules are being met, the Budget and Scope of Work is being accomplished within specified time periods, and other performance goals are being achieved. Such review shall be made for each function, or activity set forth in Attachment A to this Agreement and incorporated by reference herein.

(10) **LIABILITY**

- (a) 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.
- (b) Except as otherwise provided in subparagraph (c) below, the RECIPIENT/ SUBGRANTEE shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the

AGENCY/GRANTEE harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, RECIPIENT/SUBGRANTEE agrees that it is not an employee or agent of the AGENCY/GRANTEE, but is an independent contractor.

- (c) Any RECIPIENT/SUBGRANTEE who is a state AGENCY/GRANTEE or subdivision, agrees to be fully responsible for its own negligent acts or omissions or tortious acts. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT/SUBGRANTEE to which sovereign immunity applies. Nothing herein shall be construed as consent by a state AGENCY/GRANTEE or subdivision of the State of North Carolina to be sued by third parties in any matter arising out of any contract.

(11) DEFAULT: REMEDIES: TERMINATION

- (a) If any of the following events occur ("Events of Default"), all obligations on the part of the AGENCY/GRANTEE to make any further payment of funds hereunder shall, if the AGENCY/ GRANTEE so elects, terminate, and the AGENCY/GRANTEE may at its option exercise any of its remedies set forth herein, but the AGENCY/GRANTEE may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:
 - 1. If any warranty or representation made by the RECIPIENT/ SUBGRANTEE in this Agreement or any previous Agreement with the AGENCY/GRANTEE shall at any time be false or misleading in any respect, or if the RECIPIENT/SUBGRANTEE shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the AGENCY/ GRANTEE and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;
 - 2. If any material adverse change shall occur in the financial condition of the RECIPIENT/SUBGRANTEE at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the AGENCY/GRANTEE, and the RECIPIENT/ SUBGRANTEE fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the AGENCY/GRANTEE;
 - 3. If any reports required by this Agreement have not been submitted to the AGENCY/GRANTEE or have been submitted with incorrect,

incomplete or insufficient information;

4. If the RECIPIENT/SUBGRANTEE has failed to perform and complete in timely fashion any of the services required under the Budget and Scope of Work attached hereto as "Attachment A".
 5. If the necessary funds are not available to fund this agreement as a result of action by Congress, the N.C. Legislature, or the Office of State Budget and Management.
- (b) Upon the happening of an Event of Default, then the AGENCY/GRANTEE may, at its option, upon written notice to the RECIPIENT/SUBGRANTEE and upon the RECIPIENT/ SUBGRANTEE's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the AGENCY/GRANTEE from pursuing any other remedies contained herein or otherwise provided at law or in equity:
1. Terminate this Agreement, provided that the RECIPIENT/SUBGRANTEE is given at least fifteen (15) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail return receipt requested, to the address set forth in paragraph (12) herein;
 2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;
 3. Withhold or suspend payment of all or any part of a request for payment;
 4. Exercise any other rights or remedies which may otherwise be available under law.
- (c) The AGENCY/GRANTEE may terminate this Agreement for cause upon such written notice to RECIPIENT/SUBGRANTEE of such termination and specifying the effective date thereof, at least one (1) day before the effective date of termination. Cause shall include, but not be limited to, misrepresentation in the grant application, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner, and refusal by the RECIPIENT/SUBGRANTEE to permit public access to any document, paper, letter, or other material subject to disclosure under N.C. General Statutes.
- (d) Suspension or termination constitutes final AGENCY/GRANTEE action.

Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

- (e) The RECIPIENT/SUBGRANTEE shall return funds to the AGENCY/GRANTEE if found in non-compliance with laws, rules, regulations governing the use of the funds or this Agreement.

Pursuant to 44 C.F.R. Part 78.13(c), the applicable Hazard Mitigation Assistance Guidance and applicable Hazard Mitigation Assistance Guidance Addendum (i.e. the Hazard Mitigation Assistance Guidance dated February 27, 2015, the Hazard Mitigation Assistance Guidance Addendum dated February 27, 2015), the applicable Notice of Funding Opportunities for Hazard Mitigation Assistance Grants, other applicable Hazard Mitigation Guidance and policies, and 44 C.F.R. §206.434, FEMA will recapture any funds provided to a community under FMA and deposit the amounts in the National Flood Insurance Fund if the applicant has not provided the appropriate matching funds, the approved project has not been completed within the timeframes specified in the grant agreement, or the completed project does not meet the criteria specified in 44 C.F.R. Part 78.

- (f) Notwithstanding the above, the RECIPIENT/SUBGRANTEE shall not be relieved of liability to the AGENCY/GRANTEE by virtue of any breach of Agreement by the RECIPIENT/SUBGRANTEE. The AGENCY/GRANTEE may, to the extent authorized by law, withhold any payments to the RECIPIENT/SUBGRANTEE for purpose of set-off until such time as the exact amount of damages due the AGENCY/GRANTEE from the RECIPIENT/ SUBGRANTEE is determined.

(12) **NOTICE AND CONTACT**

- (a) All notices provided under or pursuant to this Agreement shall be in writing, first class, certified mail, return receipt requested, to the representative identified below and said notification attached to the original of this Agreement.
- (b) The name and address of the AGENCY/GRANTEE contract manager for this Agreement is:

**Hazard Mitigation Project Manager
NCEM Hazard Mitigation Section
Department of Public Safety
Division of Emergency Management
4238 MSC
Raleigh, NC 27699-4238**

- (c) The name and address of the Representative of the RECIPIENT/ SUBGRANTEE (Designated Agent) responsible for the administration of this Agreement is:

Mailing Address:

**Robert L. Outten
County Manager
Dare County
P.O. Box 1000
Manteo, NC 27954**

Overnight Address:

**Robert L. Outten
County Manager
Dare County
945 Marshall C Collings Dr.
Manteo, NC 27954**

In the event that different representatives (designated agents) are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative (new designated agent) will be rendered as provided in (12)(a) above. To receive funds under this agreement, RECIPIENT/ SUBGRANTEE shall complete the Designated Agent Form and forward it to the appropriate Division of Emergency Management Hazard Mitigation Project Manager or Hazard Mitigation Specialist. To receive funds under this agreement, the Designated Agent shall sign the Cost Report or Request for Advance Form.

(13) OTHER PROVISIONS

- (a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the RECIPIENT/SUBGRANTEE, in the Application, in any subsequent submission or response to the AGENCY/ GRANTEE request, or any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the AGENCY/GRANTEE and with thirty (30) days written notice to the RECIPIENT/SUBGRANTEE, cause the termination of this Agreement and the release of the AGENCY/ GRANTEE from all its obligations to the RECIPIENT/ SUBGRANTEE.
- (b) This Agreement shall be construed under the laws of the State of North Carolina and venue for any actions arising out of this Agreement shall be filed in State Court in Wake County, North Carolina. If any provision

hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

- (c) No waiver by the AGENCY/GRANTEE of any right or remedy granted hereunder or failure to insist on strict performance by the RECIPIENT/ SUBGRANTEE shall affect or extend or act as a waiver of any other right or remedy of the AGENCY/GRANTEE hereunder, or affect the subsequent exercise of the same right or remedy by the AGENCY/ GRANTEE for any further or subsequent default by the RECIPIENT/ SUBGRANTEE. Any power of approval or disapproval granted to the AGENCY/ GRANTEE under the terms of this Agreement shall survive the terms and life of this agreement as a whole.
- (d) All National Flood Insurance Program documentation and repetitive loss information will bear the notice:

“The information contained in this document is legally privileged and confidential. Its use is protected under the privacy act of 1974, 5 U.S.C., Section 552(a). Use of this information should be restricted to applicable routine use cited in the systems notice published in 56 FR 26415.”

(14) AUDIT REQUIREMENTS

- (a) If applicable, RECIPIENT/SUBGRANTEE shall provide the following completed documentation to the AGENCY/GRANTEE:
- Designation of Applicant’s Agent;
 - State-Applicant Disaster Assistance Agreement;
 - Private Non-Profit Organization Certification (if required);
 - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
 - Monthly Progress Reports;
 - Hard copies of Single Audit Reports within 60 days of close of fiscal year.

If the RECIPIENT/SUBGRANTEE fails to provide any of the documentation discussed or requested in this Agreement, the AGENCY/ GRANTEE will be under no obligation to reimburse the RECIPIENT/ SUBGRANTEE for eligible expenses.

- (b) The RECIPIENT /SUBGRANTEE agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT/ SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations" for awards prior to December 26, 2014, 2 C.F.R. Part 200, and applicable North Carolina laws, rules and regulations. Further, RECIPIENT/SUGRANTEE must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 2 C.F.R. §200.338, the AGENCY/GRANTEE may withhold or suspend payments under any grant award.
- (c) These records shall be available at all reasonable times for inspection, review, or audit by the N.C. State Auditor and other personnel duly authorized by the AGENCY/GRANTEE. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., Eastern Standard Time, Monday through Friday.
- (d) The RECIPIENT/SUBGRANTEE shall also provide the AGENCY/ GRANTEE with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- (e) The RECIPIENT/SUBGRANTEE shall provide the AGENCY/ GRANTEE and the Office of the State Auditor with an annual financial audit report.
- (f) The annual financial audit report shall include all management letters and the RECIPIENT/SUBGRANTEE's response to all findings, including corrective actions to be taken.
- (g) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the RECIPIENT/ SUBGRANTEE shall be held liable for reimbursement to the AGENCY/GRANTEE of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the AGENCY/GRANTEE has notified the RECIPIENT/SUBGRANTEE of such non-compliance.
- (h) The RECIPIENT/SUBGRANTEE shall retain all financial records, supporting documents, statistical records, and any other documents

pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

(15) SUBCONTRACTS

- (a) If the RECIPIENT/SUBGRANTEE subcontracts any or all of the work required under this Agreement, the RECIPIENT/ SUBGRANTEE agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the AGENCY/GRANTEE.
- (b) The RECIPIENT/SUBGRANTEE agrees to include in the subcontract that the subcontractor shall hold the AGENCY/ GRANTEE and RECIPIENT/ SUBGRANTEE harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.
- (c) If the RECIPIENT/SUBGRANTEE subcontracts, a copy of the executed subcontract must be forwarded to the AGENCY/ GRANTEE within ten (10) days of execution of said subcontract.
- (d) Contractual arrangement shall in no way relieve the RECIPIENT/ SUBGRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

(16) TERMS AND CONDITIONS

This Agreement and any exhibits and amendments annexed hereto and any documents incorporated specifically by reference represents the entire Agreement between the parties and supersedes all prior oral and written statements or agreements.

(17) STANDARD CONDITIONS

The RECIPIENT/SUBGRANTEE agrees to be bound by the following standard conditions:

- (a) The State of North Carolina's performance and obligation to pay under this Agreement is contingent upon the receipt of funds from the agency or entity funding the project, including but not limited to, Congress and the Legislature.

- (b) If otherwise allowed under this Agreement, extension of an agreement for contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial agreement.

Upon FEMA approval, there shall be only one extension of the agreement unless the failure to meet the criteria set forth in the agreement for completion of the agreement is due to events beyond the control of the RECIPIENT/SUBGRANTEE.

- (c) The AGENCY/GRANTEE reserves the right to unilaterally cancel this Agreement for refusal by the RECIPIENT/SUBGRANTEE to allow public access to all documents, papers, letters or other material subject to the provisions of N.C. General Statutes and made or received by the Contractor/RECIPIENT/SUBGRANTEE in conjunction with the Agreement.

(18) ATTACHMENTS

- (a) All attachments to this Agreement are incorporated as if set out fully herein.
- (b) In the event of any inconsistency or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- (c) This Agreement includes the following attachments or documents incorporated by reference as if fully set out herein:

1.	Attachment A	Approved Project Budget & Scope of Work
2.	Attachment B	Program Statutes and Regulations
3.	Attachment C	Lobbying Prohibition/Certification
4.	Attachment D	Statement of Assurances
5.	Attachment E	Special Conditions

(19) FUNDING/CONSIDERATION

- (a) Any advance payment under this Agreement is subject to the approval of the AGENCY/GRANTEE. The amount which may be advanced may not exceed the expected cash needs of the RECIPIENT/SUBGRANTEE for a three-day period for the specific project. For a federally funded contract, any advance payment is also subject to 44 C.F.R. Part 13, Federal OMB Circulars, A-110, A-122 and the Cash Management Improvement Act of 1990 for awards prior to December 26, 2014, and 2 C.F.R. Part 200. If an advance payment is requested, the budget data on which the request is

based and a justification statement shall be submitted to the Division of Emergency Management Contract Manager using the Cost Report and Request for Advance Form. RECIPIENT/SUBGRANTEE shall specify the amount of advance payment needed, project number and provide an explanation of the necessity for and proposed use of these funds.

- (b) All funds shall be requested using the appropriate forms that are provided by the AGENCY/GRANTEE.

(20) STATE LOBBYING PROHIBITION

No funds or other resources received from the AGENCY/GRANTEE in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the N.C. General Assembly or any state department.
Refer to Attachment C for additional terms and provisions relating to lobbying.

(21) LEGAL AUTHORIZATION

The RECIPIENT/SUBGRANTEE certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The RECIPIENT/SUBGRANTEE also certifies that the undersigned possesses the authority to legally execute and bind RECIPIENT/SUBGRANTEE to the terms of this Agreement.

Pursuant to 44 C.F.R. Part 78.4, the applicable Hazard Mitigation Assistance Guidance and applicable Hazard Mitigation Assistance Guidance Addendum (i.e. the Hazard Mitigation Assistance Guidance dated February 27, 2015, the Hazard Mitigation Assistance Guidance Addendum dated February 27, 2015), the applicable Notice of Funding Opportunities for Hazard Mitigation Assistance Grants,, other applicable Hazard Mitigation Assistance Guidance and policies and 44 C.F.R. §206.434, communities are eligible to apply for FMA Planning and Project Grants. Communities on probation or suspended under 44 C.F.R. Part 60 of the NFIP are not eligible. To be eligible for Project Grants, an eligible applicant will develop and have approved by the FEMA Regional Director, a Flood Mitigation Plan in accordance with 44 C.F.R. Section 78.5.

(22) ASSURANCES

The RECIPIENT/SUBGRANTEE shall execute and comply with the Statement of Assurances incorporated as Attachment D.

(23) SPECIAL CONDITIONS

- (a) The RECIPIENT/SUBGRANTEE shall comply with the special conditions set forth in Attachment E, attached hereto and incorporated by this reference.
- (b) Failure of the RECIPIENT/SUBGRANTEE to comply with the special conditions listed in Attachment E or the program statutes and regulations in Attachments B and D of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement.

(24) HAZARD MITIGATION PLAN

If RECIPIENT/SUBGRANTEE is a local governmental entity, RECIPIENT/SUBGRANTEE shall complete and adopt an all-hazards mitigation plan in a manner satisfactory to the State Hazard Mitigation Officer within three hundred and sixty-five (365) calendar days following execution of this Agreement. The all-hazards mitigation plan shall be developed in accordance with the minimum criteria for local hazard mitigation plans as determined by the AGENCY/GRANTEE. The minimum criteria are incorporated by reference into this Agreement as if fully set out herein.

IN WITNESS WHEREOF, the AGENCY/GRANTEE and the RECIPIENT/SUBGRANTEE have each executed this Agreement, this the _____ day of _____, 2021.

CONTRACTING AGENCY
DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

WITNESS:

BY: _____

WILLIAM C. RAY, DIRECTOR
DIVISION OF EMERGENCY MANAGEMENT
DATE _____

WITNESS:

BY: _____

CASANDRA S. HOEKSTRA
INTERIM SECRETARY
DEPARTMENT OF PUBLIC SAFETY
DATE _____

WITNESS:

BY: _____

ROBERT L. OUTTEN
COUNTY MANAGER
FEDERAL EMPLOYER I.D. # 56-6000293
DATE _____

APPROVED AS TO PROCEDURES:

BY: Danielle J. Ward _____

DANIELLE J. WARD, BUDGET DIRECTOR
DEPARTMENT OF PUBLIC SAFETY
DATE 10/20/2021 | 09:10:00 EDT

APPROVED AS TO FORM SUBJECT TO EXECUTION BY CASANDRA S. HOEKSTRA, INTERIM SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY.

DEPARTMENT OF PUBLIC SAFETY

BY: Cheryl A. Perry
DEPUTY GENERAL COUNSEL

**A-1
ATTACHMENT A**

BUDGET AND SCOPE OF WORK

RECIPIENT/SUBGRANTEE shall implement the Hazard Mitigation project summarized below and as described in the approved project application (Project # FMA-PJ-04-NC-2019-002). That Application is hereby incorporated by reference into this Agreement. The AGENCY/GRANTEE shall reimburse eligible costs according to the following expenditures:

I. Flood Mitigation Assistance (FMA) Funds:

B. Elevations

<u>Total Number of Structure(s)</u>	<u>Total Costs</u>	
13	\$ 1,669,486.00	
<u>Soft Costs/unit</u>	<u>Total Units</u>	<u>Total Soft Costs</u>
\$ 14,730.00	13	\$ 191,490.00
Total Estimated Project Costs		<u>\$ 1,860,976.00</u>

The total estimated project costs are an estimate only. The final project costs will be determined according to the policies and procedures in the applicable North Carolina Division of Emergency Management Standard Operating Procedure.

C. Funding Sources

- 3. Estimated Federal Share for: FMA-PJ-04-NC-2019-002 \$ 1,395,731.95
- 4. Estimated Local Share for: FMA-PJ-04-NC-2019-002 \$ 465,244.05

TOTAL FOR: FMA-PJ-NC-2019-002 **\$ 1,860,976.00**

The Local Share shall be provided by the RECIPIENT/ SUBGRANTEE or its designee. Allowable costs shall be determined in accordance with the National Flood Insurance Reform Act of 1994 (NFIRA), Section 1366 and 1367, 42 U.S.C. 4104c and 4104d; 44 C.F. R. Part 78; 44 C.F.R. Part 13; OMB Circular A-87, for awards prior to December 26, 2014, 2 C.F.R. Part 200, and other applicable Flood Mitigation Assistance Program guidance.

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II. Scope of Work Summary

Dare County Grants & Waterways is proposing to elevate 13 flood-prone residential structures. Structures will be elevated an average of two feet above existing elevations. Ground disturbance will largely conform to structure footprints and immediate surrounding areas.

Site Locations:

Special Conditions required on implementation of Projects:

National Historic Preservation Act (NHPA)

NHPA: If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the North Carolina State Archaeologist and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with North Carolina Statutes, Section 70-29.

NHPA: Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106.

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

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ATTACHMENT B

PROGRAM STATUTES AND REGULATIONS

This Agreement, the North Carolina Legislature and the Flood Mitigation Assistance Program (FMA) are governed by the following statutes, regulations, procedures and policies:

- (1) The National Flood Insurance Reform Act of 1994 (NFIRA), 42 U.S.C. Section 4104 et seq., and the National Flood Insurance Act of 1968, 42 U.S.C. Section 4001 et seq.;
- (2) 44 C.F.R. Parts 7, 9, 18, 25, 60, 78, 79, 80, 2 C.F.R. Part 200 and any other applicable environmental laws and regulations and applicable FEMA policy memoranda and guidance documents;
- (3) 44 C.F.R. Parts 78, 79, 80, the applicable Hazard Mitigation Assistance Guidance and applicable Hazard Mitigation Assistance Guidance Addendum (i.e. the Hazard Mitigation Assistance Guidance dated February 27, 2015, the Hazard Mitigation Assistance Guidance Addendum dated February 27, 2015), the applicable Notice of Funding Opportunities for Hazard Mitigation Assistance Grants, other applicable Hazard Mitigation Assistance Guidance and policies, and 44 C.F.R. §206.434(e)
- (4) State of North Carolina Administrative Plan for the Flood Mitigation Assistance Program and policies and procedures of the N.C. Division of Emergency Management;
- (5) All applicable laws and regulations delineated in Attachments D&E of this Agreement.
- (6) 44 C.F.R. 78.11(b) and Executive Order 13717 (former Executive Order 12699), Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction.

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ATTACHMENT C**

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her 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 for influencing or attempting to influence either directly or indirectly an officer or employee of any state or federal agency, a member of the N.C. Legislature, 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, subgrants, 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.

RECIPIENT/SUBGRANTEE

BY: _____
ROBERT L. OUTTEN
COUNTY MANAGER

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ATTACHMENT D**

STATEMENT OF ASSURANCES

The RECIPIENT/SUBGRANTEE hereby assures and certifies that:

- (a) It possesses legal authority to enter into this agreement, and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the HMGP application to FEMA, including all understandings and assurances contained therein, and directing and authorizing the RECIPIENT/ SUBGRANTEE's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member, officer, or employee of the RECIPIENT/SUBGRANTEE, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or program assisted under this agreement. The RECIPIENT/SUBGRANTEE shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes stated above.
- (d) It will comply with and conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 *et. seq.*, 44 C.F.R. Part 14, OMB Circular A-133 "Audits of States, Local Governments and Non-profit Organizations", for awards prior to December 26, 2014, 2 C.F.R. Part 200, and applicable North Carolina laws, rules and regulations. Additionally, the RECIPIENT/ SUBGRANTEE shall comply with the requirements related to audits and financial management pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 *et. seq.* and shall provide the documentation discussed below and requested under this Agreement. RECIPIENT/ SUBGRANTEE must provide a hard copy of the Single Audit Act Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. §13.43 for awards prior to December 26, 2014 and 2 C.F.R. 200.338, the AGENCY/SUBGRANTEE may withhold or suspend payments under any grant award. Failure to provide such documentation or to comply with said requirements shall terminate any obligation on behalf of the AGENCY/ GRANTEE to reimburse the RECIPIENT/SUBGRANTEE for eligible expenses.

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1. The AGENCY/GRANTEE shall review the RECIPIENT/SUBGRANTEE's performance periodically to determine whether the RECIPIENT/SUBGRANTEE has substantially completed its program as described in the approved Application and this Agreement. Training and technical assistance shall be provided by the AGENCY/GRANTEE, within limits of staff time and budget, upon written request by the RECIPIENT/SUBGRANTEE and/or upon a determination by the AGENCY/GRANTEE of RECIPIENT/SUBGRANTEE need.
2. The RECIPIENT/SUBGRANTEE shall allow the AGENCY/GRANTEE to carry out monitoring, evaluation, and technical assistance and shall assure the cooperation of its employees, sub-RECIPIENT/SUBGRANTEES and subcontractors during such activities.
3. In the event that the AGENCY/GRANTEE suspends funding pursuant to the provision of this Agreement, said suspension shall take effect as of the receipt of the notice of said suspension by the RECIPIENT/SUBGRANTEE. Any requests for payment for which the AGENCY/GRANTEE has not yet disbursed payment shall be subject to said suspension.
4. Should the RECIPIENT/SUBGRANTEE fail to enforce the provisions of any promissory note, mortgage, security agreement, or other obligation specified in any Participating Party Agreement or in written contract with a beneficiary, contractor, agent, or sub-RECIPIENT/SUBGRANTEE who received payment or benefit from funds disbursed under this Agreement, the AGENCY/GRANTEE may, with thirty days (30) written notice to the RECIPIENT/SUBGRANTEE, automatically substitute itself for the RECIPIENT/SUBGRANTEE in said Participating Party Agreement or written contract for the purpose of enforcing said Participating Party Agreement or written contract and may, at its discretion, continue to administer said Participating Party Agreement or written contract.

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5. The RECIPIENT/SUBGRANTEE's application for funds to the State for funding consideration under the FEMA Flood Mitigation Assistance Program is made a part of this Agreement by reference.
6. RECIPIENT/SUBGRANTEE shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative. The RECIPIENT/SUBGRANTEE, its employees, and agents, shall maintain records and supporting documents as prescribed in 44 CFR Part 13, Subpart C "Reports, Records Retention and Enforcement" for awards prior to December 26, 2014, 2 C.F.R. Part 200 and 9 NCAC Part 3M. These records shall be maintained at a readily accessible site within the jurisdiction and under the jurisdiction's control.
7. Program Income is defined in 44 CFR Section 13.25 for awards prior to December 26, 2014 and 2 C.F.R. Part 200. Program Income must be returned to the AGENCY/ GRANTEE within five (5) days of receipt, to the following address:

**Controller
N.C. Department of Public Safety
4220 Mail Service Center
Raleigh, NC 27699-4220**

8. All RECIPIENT/SUBGRANTEE or sub-RECIPIENT/ SUBGRANTEE contracts for which the N.C. Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the RECIPIENT/ SUBGRANTEE for eligible contract work completed prior to the date the notice of suspension or termination is received by the RECIPIENT/SUBGRANTEE may not be funded with funds provided under this Agreement unless previously approved in writing by the AGENCY/GRANTEE. All sub-RECIPIENT/ SUBGRANTEE contracts shall contain provision for termination for cause or convenience and shall provide for the method of payment in such event.

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9. All amendments requiring prior AGENCY/GRANTEE approval must be approved in writing by the AGENCY/GRANTEE prior to the RECIPIENT/ SUBGRANTEE's submission of a closeout package. Any closeout package received prior to the written approval of said amendment is considered void ab initio, and is not considered a closeout package for the purposes of eligibility or potential penalty issues related to closeout.
10. Submission of inaccurate information by the RECIPIENT/ SUBGRANTEE in monitoring report responses; audit or audit finding responses; quarterly, closeout, program income, or other reports; or Requests for Funds that result in subsequent official AGENCY/GRANTEE action based on that inaccurate information (such as the granting of administrative or final closeout status, releasing funds, or clearing findings) may at the option of the AGENCY/ GRANTEE, subject the RECIPIENT/SUBGRANTEE to revocation of the official AGENCY/GRANTEE action(s) predicated on that report or submission, (e.g., revocation of closeout status, audit clearance, monitoring report clearance, etc.).

(e) Where applicable, it will comply with:

- (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 (former 40 U.S.C. 327 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
- (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (3) Davis-Bacon Act, 40 U.S.C. 3141 et. seq. (former 40 U.S.C. §276a et. seq.).
- (4) National Environmental Policy Act of 1969, 42U.S.C. §4321; et. seq.; EO11991; EO12148; Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et. seq.; Section 176(c) of the Clean Air Act of 1955, 42 U.S.C. §7401 et. seq.; Safe Drinking Water Act of 1974,

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42 U.S.C. §300f et. seq.; Endangered Species Act of 1973, 16 U.S.C. §1532 et. seq.; Wild and Scenic Rivers Act of 1968, 16 U.S.C. §1271 et. seq.

- (5) Section 106 of the National Historic Preservation Act of 1966, 54 U.S.C. 306108 (former 16 U.S.C. §470 et. seq.; EO11593; Archaeological and Historic Preservation Act of 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. §469a-1 et. seq.).

(f) It will comply with:

- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), 42 U.S.C. 2000d et. seq. and the regulations issued pursuant thereto, which provides that no person in the United States shall 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 for which the RECIPIENT/SUBGRANTEE receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance.
- (2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the RECIPIENT/SUBGRANTEE, this assurance shall obligate the RECIPIENT/SUBGRANTEE, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- (3) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (4) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

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- (g) The RECIPIENT/SUBGRANTEE agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq) if applicable, which discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.
- (h) It will comply with the Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 (former 40 U.S.C. Section 276), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities. It will comply with the provision of the Hatch Act, which limits the political activity of employees.
- (i) It will comply with the provision of the Hatch Act, as amended, 5 USC 1501 et. seq. and 7324 et. seq., which limits the political activity of employees.
- (j) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-156, 87 Section 975, approved December 31, 1973, as amended, 42 U.S.C. 4001 et. seq. Further, Sections 102 and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "Uniform Federal Accessibility Standards," (UFAS) 24 CFR Part 40 for residential structures, <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>. The RECIPIENT/SUBGRANTEE will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- (l) The RECIPIENT/SUBGRANTEE will comply with applicable N.C. General Statutes when negotiating contracts for services.
- (m) It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and has adopted and is enforcing a policy of enforcing applicable State and federal laws against physically barring entrance or exit from a facility or location which is the subject of such nonviolent civil rights

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demonstration within its jurisdiction in accordance with section 519 of Public Law 101-144 of the 1990 HUD Appropriations Act.

- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 91-616) as amended, (21 U.S.C. 1101 et. seq.) relating to nondiscrimination on the basis of drug abuse;
- (p) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, (42 U.S.C. 4541 et. seq.) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- (q) It will comply with 523 and 527 of the Public Health Service Act of 1912 “(42 U.S.C. 290 dd-3 and 290 ee-3)”, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (r) It will comply with Chapter 63 of Title 42, Lead-Based Paint Poisoning Prevention “(42 U.S.C. 4821 et seq.)” which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (s) It will comply with the Energy Policy and Conservation Act, 42 U.S.C. §6291 et. seq.
- (t) It will comply with the provisions of requiring contractor to maximize the use of recovered/recycled materials, 2 CFR 200.322.
- (u) RECIPIENT/SUBGRANTEE certifies that it:
 - (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and
 - (2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or

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contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,
 - (4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (v) RECIPIENT/SUBGRANTEE further agrees that it will include the above certifications, without modification, in all lower tier contracts and in all solicitations for lower tier contracts.

**E-1
ATTACHMENT E**

SPECIAL CONDITIONS

This agreement shall be executed by the RECIPIENT/SUBGRANTEE, and returned to the AGENCY/GRANTEE at the following address:

**Hazard Mitigation Project Manager
NCEM Hazard Mitigation Section
Department of Public Safety
Division of Emergency Management
4238 MSC
Raleigh, NC 27699-4238**

This agreement will be executed within thirty (30) days after receipt. All time periods in this Agreement refer to calendar days. After receipt by the AGENCY/GRANTEE of the signed Agreement, the AGENCY/GRANTEE will execute this Agreement and return an original to the RECIPIENT/SUBGRANTEE.

POC Name and Address

Mailing Address:

**Robert L. Outten
County Manager
Dare County
P.O. Box 1000
Manteo, NC 27954**

Overnight Address:

**Robert L. Outten
County Manager
Dare County
945 Marshall C Collings Dr.
Manteo, NC 27954**



Barnhill Preconstruction Contract for the EMS and Masonic Lodge Projects

Description

During the June 20th, 2022 meeting the Board of Commissioners selected the Barnhill Contracting Company as the Construction Manger at Risk for the EMS and Masonic Lodge construction projects. Barnhill has provided the County with their fee and contract for the preconstruction services required to move these projects forward.

Board Action Requested

Approve the preconstruction services contract and authorize the County Manager to sign.

Item Presenter

Dustin Peele - Project and Procurement Manager



General Fund 5 Year Projection

Description

Please see the following Item Summary.

Board Action Requested

None - report only.

Item Presenter

David Clawson, Finance Director

Item Summary: General Fund 5 Year Projection

As per Board policy, the following is the annual 5 Year projection for the General Fund. The projection is for the operating fund only, fund #10.

The projection reflects the new, higher revenue assumptions made with the fiscal 2023 budget. The projection uses the Excel Sheet Forecast function that provides three scenarios: a Forecast, a High boundary and a Low boundary. There is a 95% confidence level that actual results will be within the Low forecast and the High forecast.

Due to recent significant revenue growth and growth of the 2023 budget, the bounds to obtain a 95% confidence level is wide. The 2027 revenue forecast is a Low of \$119.6 million and a high of \$140.7 million and the expenditure forecast is a Low of \$122.3 million and a high of \$145 million.

Conclusions:

- There is no structural budget imbalance.
 - However, revenue or expenditures adjustments would be necessary, as is normal, with either the Low scenario (revenue pressure) or the High scenario (expenditure pressure).
- High inflation pressures expenditures, resulting in moderate decreases in total fund balance in each scenario.
- A projection of annual debt service as a percentage of total General Fund expenditures has been added (final page).
 - The projection is for the consolidated General Fund (General Fund, Capital Investment Fund, Disaster Recovery Fund, and the LEOSSA Fund).
 - Rating agencies look for a % of less than 20% and consider less than 16% to be good.
 - The measure is important as debt service expenditures are a fixed portion of the budget not subject to adjustment in a downturn.
 - The projection uses the Approved 2023 CIF and CIP, and shows:

	Projected Debt Service	Low Bound	Forecast	High Bound
2023	\$15,650,646	11.82%	11.82%	11.82%
2024	\$14,789,791	11.67%	11.08%	10.55%
2025	\$20,596,242	15.38%	14.46%	13.65%
2026	\$16,442,805	12.24%	11.40%	10.67%
2027	\$15,971,403	11.79%	10.90%	10.13%

County of Dare, North Carolina

5 Year Forecasts

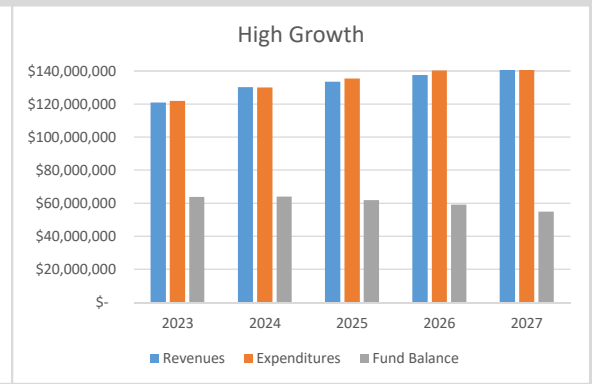
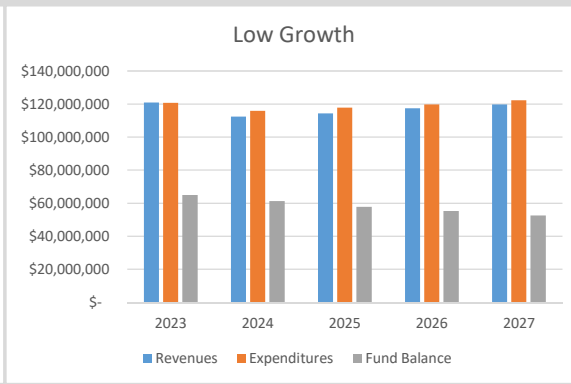
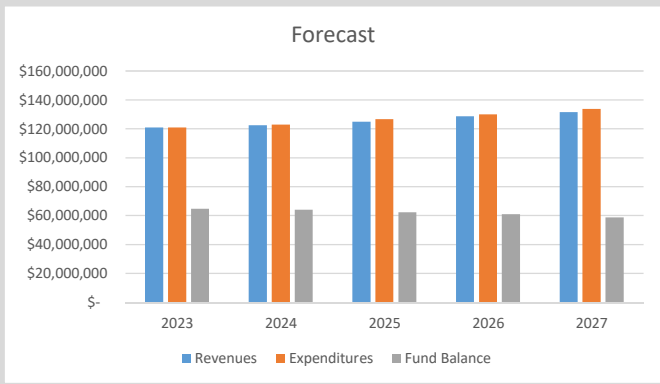
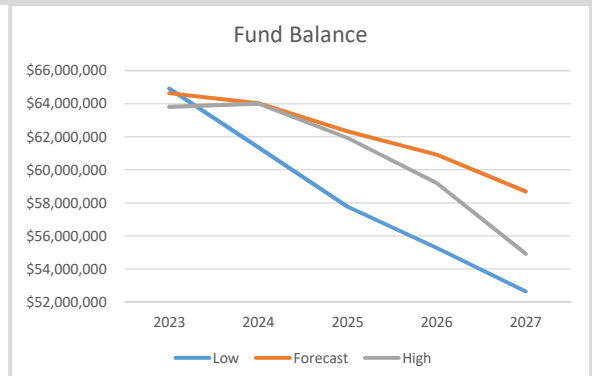
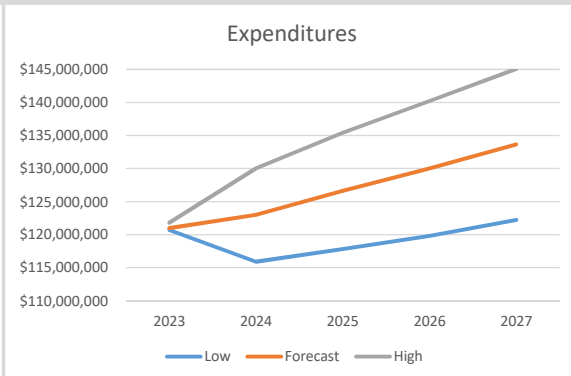
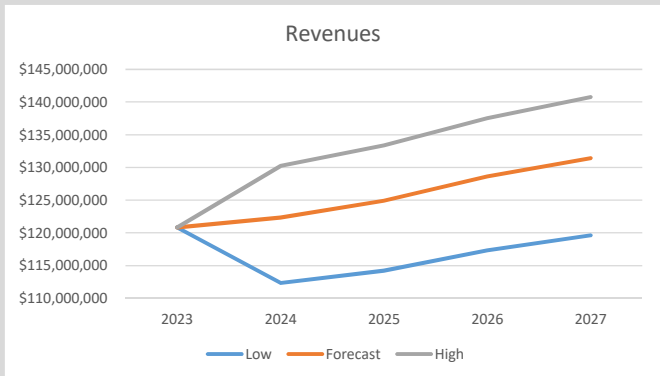
Dare County General Fund - Operating Only (fund #10)

Forecasts were performed with the Forecast Sheet function in Excel, which utilizes exponential smoothing. The function assigns exponentially decreasing weights for newest to oldest observations, so that newer data is seen as more relevant and assigned more weight. Smoothing parameters determine the weights for observations. Forecast ranges were done at a 95% confidence interval.



Revenues & Other Sources				Expenditures & Other Uses				Ending Fund Balance			
	Low	Forecast	High		Low	Forecast	High		Low	Forecast	High
2023	\$ 120,847,225	\$ 120,847,225	\$ 120,847,225	2023	\$ 120,736,108	\$ 121,008,795	\$ 121,826,853	2023	\$ 64,914,210	\$ 64,641,523	\$ 63,823,465
2024	\$ 112,365,033	\$ 122,372,720	\$ 130,225,734	2024	\$ 115,926,072	\$ 122,984,467	\$ 130,042,862	2024	\$ 61,353,171	\$ 64,029,777	\$ 64,006,337
2025	\$ 114,231,722	\$ 124,921,426	\$ 133,369,246	2025	\$ 117,810,949	\$ 126,622,177	\$ 135,433,404	2025	\$ 57,773,944	\$ 62,329,026	\$ 61,942,179
2026	\$ 117,323,800	\$ 128,601,775	\$ 137,504,378	2026	\$ 119,816,507	\$ 130,022,354	\$ 140,228,202	2026	\$ 55,281,237	\$ 60,908,448	\$ 59,218,355
2027	\$ 119,632,011	\$ 131,446,908	\$ 140,765,351	2027	\$ 122,257,222	\$ 133,660,064	\$ 145,062,906	2027	\$ 52,656,026	\$ 58,695,291	\$ 54,920,800

Forecast				Low Growth Forecast				High Growth Forecast			
	Revenues	Expenditures	Fund Balance		Revenues	Expenditures	Fund Balance		Revenues	Expenditures	Fund Balance
2023	\$ 120,847,225	\$ 121,008,795	\$ 64,641,523	2023	\$ 120,847,225	\$ 120,736,108	\$ 64,914,210	2023	\$ 120,847,225	\$ 121,826,853	\$ 63,823,465
2024	\$ 122,372,720	\$ 122,984,467	\$ 64,029,777	2024	\$ 112,365,033	\$ 115,926,072	\$ 61,353,171	2024	\$ 130,225,734	\$ 130,042,862	\$ 64,006,337
2025	\$ 124,921,426	\$ 126,622,177	\$ 62,329,026	2025	\$ 114,231,722	\$ 117,810,949	\$ 57,773,944	2025	\$ 133,369,246	\$ 135,433,404	\$ 61,942,179
2026	\$ 128,601,775	\$ 130,022,354	\$ 60,908,448	2026	\$ 117,323,800	\$ 119,816,507	\$ 55,281,237	2026	\$ 137,504,378	\$ 140,228,202	\$ 59,218,355
2027	\$ 131,446,908	\$ 133,660,064	\$ 58,695,291	2027	\$ 119,632,011	\$ 122,257,222	\$ 52,656,026	2027	\$ 140,765,351	\$ 145,062,906	\$ 54,920,800



There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

County of Dare, North Carolina
 5 Year Forecasts - Revenues
 Dare County General Fund - Operating Only (fund #10)



Ad Valorem Taxes				Other Taxes				Intergovernmental			
	Low	Forecast	High		Low	Forecast	High		Low	Forecast	High
2023	\$ 68,987,714	\$ 68,987,714	\$ 68,987,714	2023	\$ 31,288,198	\$ 31,288,198	\$ 31,288,198	2023	\$ 7,039,187	\$ 7,039,187	\$ 7,039,187
2024	\$ 66,722,046	\$ 71,112,426	\$ 73,237,722	2024	\$ 26,411,954	\$ 29,935,080	\$ 33,458,205	2024	\$ 6,240,108	\$ 7,360,191	\$ 8,512,219
2025	\$ 68,359,562	\$ 72,857,606	\$ 75,034,980	2025	\$ 27,473,546	\$ 30,996,716	\$ 34,519,885	2025	\$ 5,671,921	\$ 6,797,485	\$ 8,023,819
2026	\$ 69,998,783	\$ 74,602,786	\$ 76,830,585	2026	\$ 28,535,119	\$ 32,058,352	\$ 35,581,585	2026	\$ 6,594,314	\$ 7,757,635	\$ 9,021,726
2027	\$ 71,639,589	\$ 76,347,965	\$ 78,624,651	2027	\$ 29,596,669	\$ 33,119,988	\$ 36,643,307	2027	\$ 6,291,982	\$ 7,491,355	\$ 8,791,499

Permits & Fees				Sales & Services				All Other			
	Low	Forecast	High		Low	Forecast	High		Low	Forecast	High
2023	\$ 2,916,199	\$ 2,916,199	\$ 2,916,199	2023	\$ 8,195,916	\$ 8,195,916	\$ 8,195,916	2023	\$ 1,620,011	\$ 1,620,011	\$ 1,620,011
2024	\$ 2,831,533	\$ 3,089,778	\$ 3,182,471	2024	\$ 8,127,537	\$ 8,529,824	\$ 8,855,008	2024	\$ 1,251,153	\$ 1,494,895	\$ 2,059,757
2025	\$ 2,907,843	\$ 3,180,293	\$ 3,275,702	2025	\$ 7,542,748	\$ 8,480,576	\$ 9,229,690	2025	\$ 1,467,769	\$ 1,730,591	\$ 2,337,184
2026	\$ 2,984,806	\$ 3,270,809	\$ 3,368,933	2026	\$ 7,067,659	\$ 8,431,327	\$ 9,517,527	2026	\$ 1,307,153	\$ 1,575,075	\$ 2,208,405
2027	\$ 3,062,333	\$ 3,361,324	\$ 3,462,164	2027	\$ 6,653,183	\$ 8,382,079	\$ 9,757,378	2027	\$ 1,524,658	\$ 1,810,772	\$ 2,483,100



There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

County of Dare, North Carolina
 5 Year Forecasts - Expenditures
 Dare County General Fund - Operating Only (fund #10)



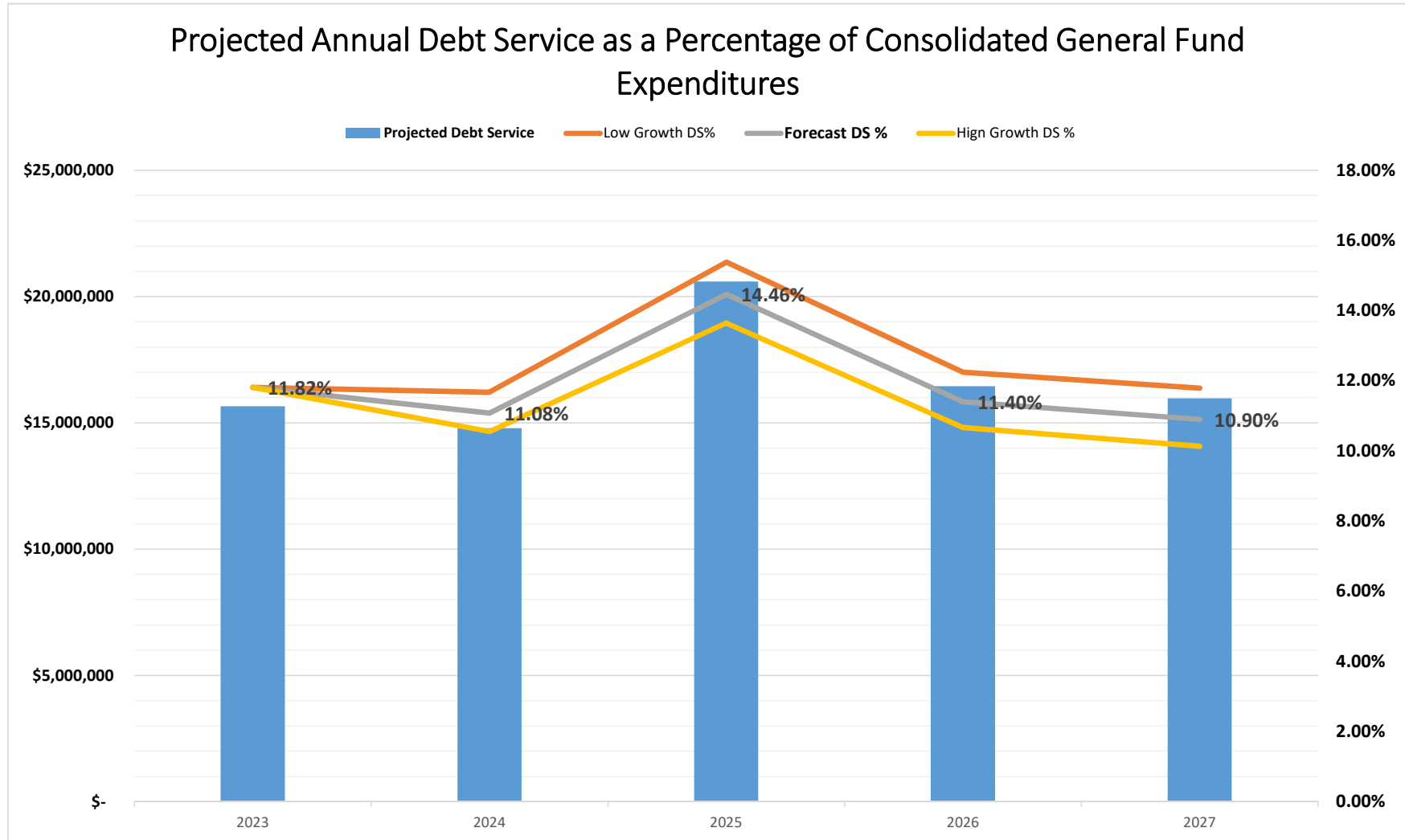
General Government				Public Safety				Human Services			
	Low	Forecast	High		Low	Forecast	High		Low	Forecast	High
2023	\$ 17,706,663	\$ 17,706,663	\$ 17,706,663	2023	\$ 36,468,440	\$ 36,468,440	\$ 36,468,440	2023	\$ 18,196,251	\$ 18,196,251	\$ 18,196,251
2024	\$ 15,267,493	\$ 18,043,977	\$ 20,820,460	2024	\$ 36,541,102	\$ 38,000,758	\$ 39,460,414	2024	\$ 17,883,934	\$ 18,226,706	\$ 18,569,478
2025	\$ 15,048,889	\$ 18,786,123	\$ 22,523,358	2025	\$ 37,643,264	\$ 39,608,007	\$ 41,572,749	2025	\$ 18,225,829	\$ 18,609,367	\$ 18,992,905
2026	\$ 15,029,506	\$ 19,528,270	\$ 24,027,034	2026	\$ 38,850,160	\$ 41,215,255	\$ 43,580,351	2026	\$ 18,333,845	\$ 18,754,495	\$ 19,175,145
2027	\$ 15,120,198	\$ 20,270,417	\$ 25,420,636	2027	\$ 40,114,926	\$ 42,822,504	\$ 45,530,083	2027	\$ 18,682,412	\$ 19,137,155	\$ 19,591,898

Cultural & Recreational				Education				All Other			
	Low	Forecast	High		Low	Forecast	High		Low	Forecast	High
2023	\$ 6,094,952	\$ 6,094,952	\$ 6,094,952	2023	\$ 25,064,674	\$ 25,064,674	\$ 25,064,674	2023	\$ 5,543,501	\$ 5,543,501	\$ 5,543,501
2024	\$ 5,025,427	\$ 5,796,021	\$ 6,566,614	2024	\$ 25,352,713	\$ 25,889,777	\$ 26,426,842	2024	\$ 4,948,479	\$ 5,818,914	\$ 6,689,349
2025	\$ 5,142,181	\$ 5,912,778	\$ 6,683,375	2025	\$ 25,883,560	\$ 26,437,284	\$ 26,991,008	2025	\$ 4,855,337	\$ 5,945,989	\$ 7,036,641
2026	\$ 5,258,932	\$ 6,029,535	\$ 6,800,138	2026	\$ 26,414,766	\$ 26,984,791	\$ 27,554,815	2026	\$ 4,812,240	\$ 6,073,064	\$ 7,333,888
2027	\$ 5,375,680	\$ 6,146,293	\$ 6,916,905	2027	\$ 26,946,302	\$ 27,532,297	\$ 28,118,292	2027	\$ 4,795,294	\$ 6,200,139	\$ 7,604,983



There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

County of Dare, North Carolina
 5 Year Forecasts - Debt Service as a % of Expenditures
 Dare County General Fund - Consolidated



There will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.



Resolution Delegating the Authority to the County Manager to Lease Real Property for One Year and Less Pursuant to N.C.G.S 160A-272

Description

The County, at times, owns real property that is designated surplus and is leased to various entities for a term of one year or less. Currently, each lease agreement is approved by the Board of Commissioners as required. However, N.C.G.S 160A-272(b) states "No public notice as required in subsection (a1) of this section is needed for resolutions authorizing leases or rentals for terms of one year or less, and council may delegate to the manager or some other administrative officer the authority to lease or rent city/county property for terms of one year or less". Delegating this authority to the County Manager will allow for a more timely and efficient approval process regarding leases with terms of up to one year or less.

Board Action Requested

Approve resolution that delegates the authority to the County Manager to approve and sign leases of County owned real property with terms of one year or less pursuant to N.C.G.S 160A-272

Item Presenter

Dustin Peele - Project and Procurement Manager



Resolution
Lease or Rental of County Property

WHEREAS, NCGS 160A-272 authorizes the Board of Commissioners to delegate to the county manager the authority to determine that specific properties or spaces are temporarily surplus to the county's needs and to lease such parcels for a period of up to one year;

NOW, THEREFORE, the Dare County Board of Commissioners resolves that:

1. The County Manager is authorized to determine that specific parcels or spaces of county-owned property are temporarily surplus to the county's current needs and to enter into leases of such parcels for periods of up to one year, upon such terms and conditions as the County Manager shall determine.

2. The County Manager shall notify the Board of Commissioners of any such lease entered by the County Manager, at the first meeting following the entry of such lease.

Adopted by the Dare County Board of Commissioners this the 18th day of July, 2022.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board

§ 160A-272. Lease or rental of property.

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided in subsection (b1) of this section) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included.

(a1) Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice as required by subsection (a1) of this section need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less.

(b1) Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) Notwithstanding subsection (b1) of this section, the council may approve a lease without treating that lease as a sale of property for any of the following reasons:

- (1) For the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years.
- (2) For the siting and operation of a tower, as that term is defined in G.S. 146-29.2(a)(7), for communication purposes for a term up to 25 years.
- (3) For the operation and use of components of a wired or wireless network, for a term up to 25 years; provided, however, that the lease is entered into with a private broadband provider or a cooperative in connection with a grant agreement pursuant to G.S. 143B-1373 and is for a discrete and specific project located in an unserved area of an economically distressed county seeking to provide broadband service to homes, businesses, and community anchor points not currently served.

(d) Notwithstanding subsection (a) of this section, any lease by a city of any duration for components of a wired or wireless network shall be entered into on a competitively neutral and nondiscriminatory basis and made available to similarly situated providers on comparable terms and conditions and shall not be used to subsidize the provision of competitive service. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1; 2014-120, s. 34; 2015-246, s. 9; 2018-5, s. 37.1(c).)



Essential Housing Update

Description

Update to be provided

Board Action Requested

Discussion and take appropriate action

Item Presenter

Robert Outten, County Manager



Consent Agenda

Description

1. Approval of Minutes (06/15/22) (06/20/22) and (06/28/22)
2. Damuth Trane - SPCA HVAC and Boiler System
3. 2022 CRS Annual Report
4. Recommendation of Award for Avon-Buxton Water Line Improvement
5. Budget Amendment - NCEM Capacity Building Competitive Grant Award
6. DHHS - Social Services Division Memorandum of Understanding between NCDHHS and Dare County
7. Update List of Deputy Finance Officers
8. Hazard Mitigation Plan Activities Update
9. Budget Amendment - Miss Kattie
10. Budget Amendment - Debris Removal - Manteo Drainage Ditch
11. Outer Banks Gun Club Amended Bylaws

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Approval of Minutes

Description

The Board of Commissioners will review and approve their previous minutes June 15, 20, and 28, 2022, which follow this page.

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

**SPECIAL MEETING MINUTES
AFFORDABLE HOUSING
DARE COUNTY BOARD OF COMMISSIONERS MEETING**

9:00 a.m., June 15, 2022

Commissioners present: Chairman Robert Woodard, Sr., 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
Master Public Information Officer, Dorothy Hester
Skyler Foley, Assistant Clerk

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.

At 8:59 a.m. Chairman Woodard called to order the special meeting with appropriate prior public notice having been given. He invited Commissioner Couch to share a prayer, and then Chairman led the Pledge of Allegiance to the flag.

COASTAL AFFORDABLE HOUSING:

County Manager Outten stated how they have previously discussed many issues that Dare County had faced with the housing projects to be built with Coastal Affordable Housing. He stated that those issues were going to be resolved in Raleigh on June 15, 2022. He had had conversations with our delegation and individuals in the offices of management and budget. If all issues were resolved, it would allow the projects to commence.

WODA COOPER:

Mr. Outten also discussed the other proposed project with Woda Cooper that involved Bowsertown and Nags Head. He stated they had discussed land cost issues and concerns at the staff level and had had several meetings with Woda Cooper. He ensured that Dare County had done all of their due diligence and that they were in a position to move forward with the contract as it was proposed upon the Boards approval. This would allow Woda Cooper to go ahead and apply for the State LIHTC Grant and to move along with the project.

a) **Discussion:**

Commissioner Ross stated the County had two partners securing two properties; one at a price that was very affordable and one that was very expensive. He asked what would happen if the two partners were to switch properties. Chairman Woodard and Mr. Outten stated they had addressed this question to both companies and neither partner wanted to make the trade.

MOTION:

Vice-Chairman Overman motioned to move forward with the Woda Cooper proposed contract for the Nags Head and Bowsertown Projects.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous.

Commissioner House announced there were concerns with the signage on the Marc Basnight Bridge brought up at the Oregon Inlet Task Force meeting on June 14, 2022. He stated that on the Old Bonner Bridge, NCDOT had signage/numbers for events and the new bridge did not. The Department of Transportation did not have a plan to do anything about this at the moment. The task force asked the Board to draft a letter to NCDOT to address the situation.

Commissioner Tobin had discussed an issue with CAMA and the Army Corps that involved dredging the interior channel of Oregon Inlet. The Corps could not do it under their permit, so Barton Grover was going to contract with Ken Wilson and Coastal Engineering to modify Dare County’s permit to allow the side cast dredging to be performed to open the channel up.

Chairman Woodard took a moment to acknowledge the Board and all of their efforts on housing.

MOTION:

Commissioner Tobin motioned to adjourn the meeting until 5:00 p.m., June 20, 2022.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous.

At 9:15 a.m., the Board of Commissioners adjourned the Affordable Housing Special Meeting.

Respectfully submitted,

[SEAL]

By: _____
Cheryl C. Anby, Clerk to the Board
Transcribed by Skyler Foley, Asst. Clerk

APPROVED: By: _____
Robert Woodard, Sr., Chairman
Dare County Board of Commissioners

Note: Copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk.



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

5:00 p.m., June 20, 2022

Commissioners present: Chairman Robert Woodard, Sr., 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 Finance Director, Sally DeFosse
Master Public Information Officer, Dorothy Hester
Clerk to the Board, Cheryl C. Anby

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.

At 5:01 p.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Commissioner Couch to share a prayer, and then he led the Pledge of Allegiance to the flag.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

Following is a brief outline of the items mentioned by Chairman Woodard during his opening remarks, which may be viewed in their entirety in a video on the Dare County website:

- On June 15, 2022, the Board voted to work with Woda Cooper on the essential housing projects in both Bowsertown and at a Nags Head site.
- He updated that the Dare Guarantee Scholarship Fund provided \$250,000 per year to area students and was going well. He recognized the Outer Banks Community Foundation had also awarded \$191,000 for 76 scholarships to 56 students to continue their four-year college educations.
- The Health Science and Simulation Lab would be expanding in Elizabeth City. It was currently outdated and the larger facility would position the college for the next decade of students.
- He presented the 2022 Citizen of the Year Award to Dennis Carroll and stated he was a beacon of hope for those in need on Cape Hatteras. As President of the Cape Hatteras United Methodist Men, Mr. Carroll had helped organize the repair of flood damaged homes, bought medicine and helped fund emergency medical and dental care after weather events. Chairman Woodard provided additional highlights and collaborations of Mr. Carroll’s many years of service to those in need of kindness, compassion and solutions to their struggles.

ITEM 2 – PUBLIC COMMENTS

At 5:21 p.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. A summary follows of all citizen remarks, which may be viewed in their entirety in a video on the County website:

1. Jayson Collier, one of the parents involved in the work on the Burrus baseball concession requested reimbursement for work done. He provided details of the project's work to date. Mr. Outten said the years old project – Staff has looked at the structure and pricing materials -
2. Rita Webb voiced her objection to the proposed development on Airport Road. She stated the road were deteriorating and already had increased traffic with the new SPCA and other county improvements. She asked for sidewalks and stated the fifty-six additional septic systems would overtax the area. She also questioned what was being done to provide healthcare to the area.
3. Kimberly Head stated she bought her house seven years ago in an x zone that would not flood and in a safe environment. She stated her home flooded with rain and FEMA would not help because she was in an x zone. Her subfloors needed to be replaced. She asked the Board to ensure that the current community was being taken care of. NC Rebuild -
4. Barbara A. Sibunka, resident of 132 Garris Circle spoke regarding the Evans Tract. The fifty-six homes would be on top of another and she expected percolation problems. She was dissatisfied with the current situation of only one physician for all of Roanoke Island and said the county's healthcare was inn crisis mode.
5. Kathy Meekins resided just off of Airport Road. She stated the impact of the extra homes on that road had not been addressed. NCDOT needed to do an assessment because there would be amazing traffic issues and other impacts.
6. Elizabeth Granitzki stated she had been born on Airport Road and felt it the area of the maritime forest was an historic landmark. Land was continuously being destroyed because it was easier to clear cut for development rather than build around trees. She suggested lots 44-56 be reserved as a storm buffer. There would be a lot of flooding from Airport to Holly Ridge.
7. Kathryn Fagan stated greed was ruining what we had. Fifty-six new homes with new septic systems would impact an already rising water table. She stated the public had not been engaged with the decision. She suggested additional time be provided to discuss the development impacts with national and state organizations to fine an avenue to resolve the problems.
8. Michelle Lewis, a US Senate candidate, stated she had traveled throughout the state and the problem with housing access is in every community in NC. She thanked the board for working on solutions and suggested setting some limits on the resources that could be sold. She stated the infrastructure did not meet the needs of the county.

9. Kathy Mitchell, a resident of 109 Garris Circle, agreed with many of the other comments. She stated there was a tremendous loss of natural areas and was concerned we would get down to the last few slivers of buildable land. She expressed there was a limit that these barriers could withstand and it was time to reassess how these decisions were being made in order to set aside land for conservation.
10. Louise Gray thanked the Board for meeting the county's needs. She had moved into their home – 1968 moved into their home on Airport Road – there are eagles that live nearby – there are crows concerned about the clear cutting
11. Diannalea Knight, a resident at 184 Airport Road, commented on the amount of traffic congestion in Manteo. She suggested a survey should have been done before allowing so many houses built in the area. She added there would be 108 more cars added to Manteo with the new housing project.
12. Richard N. Hodgins stated he was a resident of Daphne Lane, which was adjacent to the new housing project. He asked if an environmental impact study had been done prior to approval; and if not, when would it be done.
13. Malcolm Fearing informed the Board he had been before the Town of Manteo's Board to discuss the area's healthcare and he was troubled. He was not criticizing the hospital, nurses, doctors and other dedicated healthcare workers. His father and grandfather had built the first clinic in the area. He suggested a study commission be formed immediately with the town of Manteo, a group of commissioners, house and senate representatives, Dr. Sheila Davies and involvement from the general public.

No comments were made in Buxton. Public Comments at closed at 6:19 p.m.

Chairman Woodard asked Mr. Outten to respond to the many comments concerning the new housing development. Mr. Outten explained there were housing ordinances which were adopted for developments. There were rules by right and conditional use permits. He explained the Board could not stop a development on property which followed the adopted ordinances or permit conditions. (Full discussion on website archived video).

The Board took a recess at 6:25 p.m. and reconvened at 6:45 p.m.

ITEM 3 – DARE COUNTY N.C. COOPERATIVE EXTENSION REPORT

Tanya Lamo, County Extension Director, presented an overview of the Extension office's 2021 highlights. Dee Furlough, Family Consumer Science Agent, Ruth Perkins, 4-H Agent, Master Gardener Mary Robertson and Kimberly Armstrong, Administrative Assistant, joined in the report. Twenty-one youth had participated in camp programs with funds raised to offset the cost with grants and fund raising. Exceptional classes had been provided at the Virginia Tillett Center, Monarch Beach Club, Baum Center and the Manteo High School relating to food and nutrition. There were 60 certified master gardeners and 15 new master gardener interns. They had offered sixty-four "ask a master gardener" sessions with additional library workshops and educational opportunities. Additional highlights of the Outer Banks Arboretum programs were provided, which included 975 visitors at a plant sale.

ITEM 4 – UPDATE ON WEBSITE REDESIGN

Dorothy Hester, Master Information Officer for the County, along with Katelin Kight, gave an overview and update of the County’s website redesign process. The last design of the website had been six years ago. They were currently finalizing the graphic design phase. Over half of the traffic on our site was through use of a mobile device. Katelin explained they were working with Granicus for the redesign. She provided the survey results on the examination of our current website and shared examples of subpages of the future website.

ITEM 5 – E911 FUND BUDGET AMENDMENT

Capt. Jack Scarborough provided the Board with written summary that the State E911 Board had awarded the County additional funds for FY2023 to offset planned capital expenditures and equipment maintenance and repair costs. The budget amendment presented would allocate the increased revenue and expenditures to the property accounts.

MOTION

Commissioner House motioned to approve the budget amendment.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 6 – EMS AND MASONIC LODGE CONSTRUCTION MANAGER AT RISK REQUEST FOR QUALIFICATION PROJECTS

The County had received five responses for construction manager at risk for the EMS stations and the Mason Lodge. They were Barnhill Contracting Company, AR Chesson Construction, Daniels & Daniels Construction, Skylar Design Build and The Whiting-Turner Contracting Company. The CIP Committee had met June 6, 2022 and reviewed the responses and recommend Barnhill Contracting Company.

MOTION

Vice-Chairman Overman motioned to approve Barnhill Contracting Company as the Construction Manager at Risk for the EMS projects and the Masonic Lodge project.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

ITEM 7 – GRANT APPLICATION – OREGON INLET CONSTRUCTION ADMINISTRATION SERVICES (Att. #1)

Barton Grover requested the Board to authorize the submission of a N.C. DEQ Shallow Draft Navigation Fund grant application to cost share on construction administrative services with Coastal Protection Engineering for maintenance dredging in Oregon Inlet for the next fiscal year. The grant would provide 66.67% (\$23,627) of the cost, whichever is the lesser amount.

MOTION

Commissioner Couch motioned to adopt the resolution, approve the budget amendment and authorize the County Manager to enter into contract with Coastal Protection Engineering.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 8 – GRANT APPLICATION – HATTERAS INLET CONSTRUCTION ADMINISTRATION SERVICES (Att. #2)

Mr. Grover also presented this item to request authorization of a N.C. DEQ Shallow Draft Navigation Fund grant application to cost share on the Hatteras Inlet for the next fiscal year. This grant would provide \$73,694 or 75% of project cost, whichever is the lesser.

MOTION

Commissioner Couch motioned to adopt the resolution, approve the budget amendment and authorize the County Manager to enter into contract with Coastal Protection Engineering. Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 9 – GRANT APPLICATION – SOUNDSIDE BOARDWALK IMPROVEMENTS PROJECT (Att. #3)

Mr. Grover requested the Board adopt a resolution to sponsor the Soundside Boardwalk Improvement Project. The Tourism Board is seeking \$200,000 to construct a boardwalk, boat slips, a gazebo and walkways to the Sound at the Soundside Event Site in Nags Head. As the Tourism Board may not apply for the grant themselves, the Dare Board would sponsor the improvements the Tourism Board would take on all obligations.

MOTION

Vice-Chairman Overman motioned to adopt the resolution to sponsor the Soundside Boardwalk Improvements Project.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 10 – ISLAND H MODIFICATIONS GRANT

Mr. Grover explained a grant in the amount of \$498,691.60 had been received for modifications to the Island H confined disposal facility near Wanchese. These modifications would be needed in order to prepare for the Corps of Engineers pipeline project. He requested the Board authorize the County Manager enter into a contract with Coastal Protection Engineering for the project.

MOTION

Commissioner House motioned to approve the budget amendment and authorize the County Manager to enter into a contract with Coastal Protection Engineering.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 11 – CONSENT AGENDA

The Manager announced the items as they were visually displayed in the meeting room.

MOTION

Commissioner Tobin motioned to approve the Consent Agenda:

- 1) Approval of Minutes (06.06.22) **(Att. #4)**
- 2) Reimbursement Resolutions: Fiscal Year 22-23 Vehicle & Equipment Financing and Fiscal Year 22-23 Public Works Equipment Financing **(Att. #5 & 5a)**
- 3) Sanitation Fund – Capital Outlay Budget Amendment
- 4) Tax Collector’s Report
- 5) Tyler Payment Card Processing Agreement
- 6) Budget Amendment for Deeds of Trust Fund (Special Revenue Fund)

- 7) FY23 Capital Project Ordinance-Public Works Equipment Amendment (**Att. #6**)
- 8) FY23 Opioid Settlement Funds Budget Amendments
- 9) Budget Amendment – Leases
- 10) Colington Road Project R-5014 Utility Preliminary Engineering Agreement (Payable)

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 12 - BOARD APPOINTMENTS

1. Fessenden Center Advisory Board
Commissioner Couch motioned to appoint Jennifer Cromwell as an at-large member.
Vice-Chairman Overman seconded the motion.
VOTE: AYES unanimous
2. Upcoming Appointments
The upcoming appointments for July, August and September were provided.

ITEM 13 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS

Commissioners and the County Manager frequently make extensive remarks, which may 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 Couch

- Reported it was busy in Hatteras and the beach nourishment had begun. The community was taking an active roll in securing housing for the company workers.
- On June 29, 2022, at 5:00 p.m., there would be a meeting with exhibit designers for the Graveyard of the Atlantic Museum.

Commissioner Tobin

- Provided an update that the new dredge would be delivered to Morgan City, Louisiana in mid-July, 2022.
- He praised Barton Grover for securing the Snagboat Snell for shallow-draft channel work.

Commissioner Ross

- Attended the groundbreaking last week of the cancer center in Nags Head on June 16, 2022. The new center was targeting opening in September, 2023.
- Applauded Jackie Tillett and Kelly McPherson for working on improvements in the elections office to be implemented during the general election.

Commissioner House

- He urged residents and visitors to be careful on area roads, as he had seen a lot of careless driving lately.
- Today in History: In 1782, Congress approved the American bald eagle for the country’s seal.
- Presented “Grace”, the SPCA’s Pet of the Week that was available for adoption.

Vice-Chairman Overman

- Congratulated Dennis Carroll as Citizen of the Year and stated we do not have many folks like him.

Commissioner Bateman

- Recollected the clearing of trees in a childhood neighborhood and stated he could identify with many of those making public comment this evening.
- Commented on the lack of doctors to attend to resident healthcare issues and stated he wanted some answers.

MANAGER’S/ATTORNEY’S BUSINESS

Dorothy Hester and Sally DeFosse advised the Board they each had nothing to add.

County Manager Outten advised the Board that NC Works was using the small office in the Administrative Building. He requested authority from the Board to enter into a lease agreement with NC Works.

MOTION

Commissioner House motioned to give the County Manager authority to enter into a lease agreement with NC Works.

Commissioner Couch and Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

Chairman Woodard said he appreciated Malcolm Fearing’s comments regarding the area’s healthcare issues and that similar problems were all over the country. He stated he had called Ronnie Sloan, President of The Outer Banks Hospital, and asked for the ECU health representatives of Greenville to meet. He planned on calling a special meeting for answers.

ATTORNEY CLIENT (GENERAL)

The 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, pursuant to NCGS 143-318.11(a)(6) to review the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee. and to approve the minutes of the last Closed Session.

MOTION

Commissioner Tobin motioned to go into Closed Session pursuant to the provisions of the North Carolina General Statutes cited by the County Manager.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 8:09 p.m., Dorothy Hester and Sally DeFosse left the meeting.

At 8:09 p.m., the Commissioners exited the room to meet in Closed Session. They reconvened at 8:28 p.m. Mr. Outten reported that during the Closed Session the Board approved previous Closed Session Minutes, had discussion with the County Attorney and took no action.

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

MOTION

Commissioner House motioned to adjourn the meeting.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

At 8:31 p.m., the Board of Commissioners adjourned until 5:00 p.m., July 18, 2022.

Respectfully submitted,

[SEAL]

By: _____
Cheryl C. Anby, Clerk to the Board

APPROVED: By: _____
Robert Woodard, Sr., Chairman
Dare County Board of Commissioners

Note: Copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board at this meeting are on file in the office of the Clerk. During the meeting, several agenda items involved public comment and each speaker's position has been summarized. Attempts have been made to accurately reflect the spelling of each name as spoken at the podium or based on the legibility of the sign-in sheet.



County of Dare

P.O. Box 1000 | Manteo, NC 27954

HEALTHCARE MINUTES DARE COUNTY BOARD OF COMMISSIONERS - SPECIAL MEETING

Dare County Administration Building, Manteo, NC

10:30 a.m., June 28, 2022

Commissioners present: Chairman Robert Woodard, Sr., Vice Chairman Wally Overman, Rob Ross, Steve House, Danny Couch and Ervin Bateman

Commissioners absent: Jim Tobin

Others present: County Manager/Attorney, Robert Outten
Master Public Information Officer, Dorothy Hester
Skyler Foley, Assistant Clerk

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

ITEM 1 – CONVENE, PRAYER, PLEDGE OF ALLEGIANCE

At 10:31 a.m. Chairman Woodard called to order the special meeting with appropriate prior public notice having been given. He invited Commissioner Couch to share a prayer, and then Chairman Woodard led the Pledge of Allegiance to the flag.

ITEM 2 – OPENING REMARKS – CHAIRMAN’S UPDATE

A brief outline of the items mentioned by Chairman Woodard are as follows

He recognized guests from the Town of Manteo, which included Mayor Bobby Owens; Mayor pro tem Betty Selby; Commissioners Tod Clissold, Sherry Wickstrom and Town Manager Melissa Dickerson. He also recognized members of the DHHS Board: Tim Shearin, Allen Moran, Ashley Jackson and Wally Overman. Ronny Sloan, President of the Outer Banks Hospital, Tess Judge, Chair of the Outer Banks Hospital and Jay Briley from ECU Health were also present. On May 23, 2022, a letter was sent to patients outlining that effective June 23, 2022 the Outer Banks Family Medicine Office in Manteo would no longer be providing medical care to them and they needed to seek new providers. Chairman Woodard had had conversations with Ronnie Sloan about why these services were no longer available and what steps were being taken to resolve the issue. On June 22, Ronnie Sloan responded and he shared the details. Chairman had sent a letter to Dr. Michael Waldrum, the Vidant Health CEO, to express concerns about the health crisis in Dare County. He read the letter. He attended the virtual meeting held by Vidant Health and the Outer Banks Hospital with several other Board Commissioners. The PowerPoint, which discussed the healthcare provider issues, was shared during this meeting. Chairman read a response he had received from Jay Briley. Chairman stated that with all of the information thus far, he was cautiously optimistic and believed that we all need to step back and be proactive to solve the issue.

ITEM 3 – REMARKS FROM VARIOUS STAKEHOLDERS (brief outline)

Bobby Owens: He thanked the Board and Mr. Sloan for their efforts. He stated that all feelings needed to be put aside and put towards finding a solution for this matter. Believing that the issues were about corporate structure, he was confident after the meeting he had attended the night before that things were moving in the right direction.

Tess Judge: She stated the Outer Banks Hospital was working hard to recruit, but pointed out the worker shortage had affected healthcare. She promised that restoring healthcare on Roanoke Island and throughout our community was her number one priority.

President Ronny Sloan: Asked the community as a whole to look at all the good the Outer Banks Hospital had done since the eleven years it had been in Dare. He mentioned the Cancer Service Center, two Urgent Cares, locally sourced mammograms, colon and drug screening services, wellness/cancer screens along with other services. He stated he was confident the situation would be resolved soon.

Jay Briley: He expressed that he understood the level of anxiousness and concern about healthcare services in Dare County, regionally and statewide. He was confident in the ability to move forward to provide quality and accessible care. In the meantime, he asked for the county to continue to work collaboratively with the challenges in providing healthcare, which included affordable housing.

ITEM 4 – PUBLIC COMMENTS

At 11:30 the County Manager explained the procedure for making public comments.

The following comments were made in Manteo: Brief outline:

1. Brie Sansotta: She had not heard anything about the waiting list for individuals to receive to try to restore their healthcare physicians. She expressed that the patients dropped should immediately be reinstated when a physician became available.
2. Randy Fenninger: He expressed the public should have been informed about the status of the office prior to the letter being distributed in May. He wanted to insure those dropped would be given priority when a provider became available. He suggested a commission be formed to include hospital, corporate input and other governmental representatives to help keep the citizens informed.
3. Joseph Hawkins: Expressed his concerns for his 99-year-old mother who would have to travel three hours round trip to get medical treatment. His family had no way to get prescriptions refilled. He then stated Vidant had escorted Dr. Harrison out of the office and she had been loved by her patients. The other physician had resigned due to these actions. He stated Vidant created Dare County's healthcare situation.
4. Mitchell Bateman: He had been seen by Dr. Farrow for over 46 years and it was hard not to be angry. He stated he was unaware there was a law on how much money a doctor could be paid. Dare County was a victim of corporate medicine. The County should consider a supplement to be paid to healthcare professionals.

5. Amy Phillips: After becoming aware of the medical situation on Facebook. She went to the Manteo office and questioned why she had not received the letter. And had no assurance she would receive the wait list letter. She understood, Dr. Harrison was escorted from the practice due to her not being able to see a certain number of patients a day. She expressed how much Dr. Harrison cared about her patients.
6. Jeanine Emory: She was a patient of Chris Handron, PA. She asked if the Outer Banks Medical Group considered recruiting nurses to act as physician assistants, to allow someone to work hands on. She said with the nationwide physician shortage, competitive compensation was required. She stated if we started voting for leadership that would act and not just talk, we would not be in this position today.
7. Chris Roberts: He and his wife own Coastal Counseling in Manteo. He expressed that one of his major concerns involving the healthcare crisis was the role primary care doctors had with mental health and treatment plans. They prescribe medication to clients with uncomplicated mental health issues and now we no longer have those services on Roanoke Island.
8. Gay Morris: She was glad there were plans to expand, but stated the reality was this was a justice issue for the citizens of our community who were marginalized and did not have transportation to get to another practice so far away. She recommended we expand Outer Banks Transportation to allow citizens to have transportation to their out-of-town doctor appointments with the cost covered by ECU.
9. Sarah Farrow: Stated she was Dr. Farrow's wife and he had planned to retire over a year ago and expressed that he did not leave for any other reason other than that he had worked for 25 years, 7 days a week. She stated that the opportunity presented itself at Urgent Care, which allowed him to only work three days a week and spend more time with his family.
10. Malcolm Fearing: Dare County had been in a crisis before and some of the best work he had ever seen was when different bureaucratic agencies came together and masterfully solved problems. To say the Manteo Family Medicine Office was not closed might be technically true, but the practice was closed to thousands or more. This was not a Roanoke Island issue, it was a Dare County issue because patients could not leave one Vidant provider and go to another Vidant provider in our county because they had no capacity. He challenged Ronnie Sloan who had stated the hospital would assist outside providers to set up. He stated three primary care physicians had met with public officials and wanted to open up practices on Roanoke Island. Housing and recruitment were not required since they are already here. He encouraged everyone, as a community, to try to solve our community issue.
11. Dr. Walter Holton: He had practiced for 44 years and offered when the person-to-person way of handling medical treatment changed to include computers, it became much more difficult for providers. He did not have an answer to the problem but added he recruited for all of the years that he was in practice here. He discussed the salary for a physician. After eleven years in school and training, physicians were

graduating owing a generous amount of money. He expressed the meeting made him feel better and he supported those who had worked through the Outer Banks Hospital.

Public Comments closed at 12:04 p.m.

Chairman Woodard asked Ronnie Sloan to discuss the prescription issues. Mr. Sloan explained that once a temporary doctor left a practice and was no longer your provider, patients were not able to get prescriptions filled. When a patient went to a medical practice, they were not the practice's patient, they were the physician's or advanced practice provider's patient. He outlined the multiple types of medicines. For example, blood pressure medicine could be filled once a year or some may be filled every six months. Some medications required a physician to see a patient every month or every couple of months. He referred to a group from ECU Health that were assisting individuals to ensure they received their refills.

- Commissioner Ross asked if there was a path to ensure patients could get their prescriptions filled? Mr. Sloan stated there were several ways to include: "Vidant Now" virtual platform, the Center for Healthy Living, Urgent Care Centers, and the phone number provided in the May, 2022 letter.
- Vice-Chairman Overman asked if a patient could still request a refill for basic medications from the pharmacy and the pharmacy contact Manteo Family Medical to get the prescription filled. Mr. Sloan stated if the last provider that filled the prescription was no longer at that office and another provider had not established care with the patient, that resource would not be available.
- Chairman Woodard stated the County Commissioners had been working diligently over the last several weeks to seek to resolve the healthcare issues. One of his fellow commissioners had also spoken to Sentara Healthcare.

ITEM 5 – COMMISSIONERS COMMENTS

Commissioner Couch:

As a resident of Hatteras, he stated the primary care physicians were very good, entrenched in the community, raising families, and they were loyal to their employers. He wanted to work with ECU Health and discussed his personal health issues. He went to a urology practice across the state line and he was not satisfied. The pandemic hit, which required the bridges to become closed for six weeks and we were prepared to lose 10% of our population. He stated those circumstances caused him to neglect his own health, but he eventually got back into Outer Banks Urology. He stated every interaction he has had with the healthcare professionals thus far had been proficient. He acknowledged the citizens' concerns and understood the challenges with healthcare services in Dare County. He mentioned that ECU Health had become a teaching hospital and they were responding to public demand. He responded to several public comments. Yes, it was a corporate model and ECU Health's profits increased 31% over a 12-month period. With that statistic, he felt Dare County and citizens' local taxes should not be responsible for helping fund healthcare. He also voiced the Outer Banks Hospital Board was responsible for keeping the public informed.

Commissioner Bateman:

He acknowledged the local hospital and the board and applauded them on their service to the community. Things had changed and as a community we were much better off than we were because of the Outer Banks Hospital services. He offered with the corporate model enacted by hospitals all over the United States, we had gravitated away from the Dare County personal residence model. He stated Dare County was a leader in many things, and it could be a leader in healthcare and physician care. He expressed that the Board, the citizens and others involved in the healthcare crisis could all move forward together and create a model that would help resolve this situation. He would like to have an answer on who gets priority when physicians do become available at the Manteo Family Medicine Office.

Vice-Chairman Overman:

Expressed that he and his wife both received the letter about losing their primary care physician. This was a medical service crisis in Dare County and it needed to be treated as that by Vidant and the Outer Banks Hospital. He discussed the fair market pay for doctors and asked who determined that value. He also asked who had to request to make the fair market value be re-evaluated since it was obviously different in Raleigh and Greenville than Dare County.

Steve House:

- Stated he had been a paramedic with Dare County EMS for a long time. He acknowledged the EMS team for being recognized both across the state and nationally. He explained that he personally reached out to Sentara Healthcare. They had informed him that when the letter went out to the public, their call center was bombarded. They are aware of the crisis going on in Dare County and they want to continue dialogue with the Dare County Commissioners and County Manager. He read a letter he had received from Sentara Healthcare. He was concerned on how the whole situation was handled and offered there should be more open discussion with our community.

Commissioner Ross:

Stated the parallels from a local scale and national scale were surprising. He referred to a scenario where a government agency elected to close a baby formula facility, which was done with very little fanfare. He stated the results of this action which he described was a predictable outcry. Forty percent of supply was terminated and in ninety days shelves were empty. He noted we have a very large provider on our scale called the Manteo Health Clinic, and we have a very dominant market share which was represented by the 2,400 plus patients that were notified their healthcare services would no longer be provided. He stated this quickly and predictably caused the same outcry that he previously discussed on a national level. He began to discuss the following statements:

- Three full-time physicians. Dr. Farrow, Dr. Harrison, and Dr. Blackburn all departed from the Manteo Clinic in a short period of time.
- We had three temporary physicians who all chose not to renew their contracts in a very short period of time.

- We are now in a mode of aggressive recruiting and being told that the housing issues are preventing and slowing down the recruiting process. He asked if there were underlying issues that got Dare County to this point and were they being looked at and addressed.

County Manager Outten: Stated Vice-Chairman Overman, Commissioner Tobin and himself had been in touch with their lobbying group in Raleigh when this situation first arose. He explained the lobbying group had reached out to the North Carolina Community Health Center Association to assist with facilitating ideas for recruiting. He also explained they had been in touch with the CEO for the North Carolina Academy of Family Physicians to get ideas and guidance to help Dare County move forward in trying to recruit physicians to the area.

Amy Philips: She wanted to inform the community she had contracted with a local nurse practitioner in order to get her prescriptions. She paid upfront, and had a one-year refill through her. She stated that unless you had pain or certain psychiatric medications, the nurse practitioner would contract to refill prescriptions. She quoted the “Five P’s”: Proper preparation prevents poor performance.

Dr. Jennifer Harrison: She stated she wanted to let President Ronnie Sloan, Chairman Tess Judge and Mr. Jay Briley know she was available to have discussions with them regarding these issues to help the community.

Gene Emory: Clarified that when she discussed voting in her prior public comment she was not referring to the Dare County Board of Commissioners. She was referring to the federal and state-level elected officials.

ITEM 6 – PLAN OF ACTION

Chairman Woodard stated before a plan of action was enacted he wanted to discuss all comments and information. He and his fellow commissioners would keep the public fully informed on what steps would be taken next. The dialogue between the Board, Mr. Sloan, Ms. Judge and Mr. Briley would be continued.

At the conclusion of the meeting, County Manager asked for a motion pursuant to §143-318.11 to go into Closed Session to preserve the attorney-client privilege.

MOTION

Commissioner House motioned to adjourn the meeting into Closed Session.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 12:41 p.m., the Board of Commissioners adjourned into a Closed Session.

They reconvened at 1:23 p.m. and Mr. Outten reported that during the Closed Session the Board gave guidance to the County Attorney and they took no other action.

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 1:28 p.m., the Board of Commissioners adjourned until 5:00 p.m., July 18, 2022.

Respectfully submitted,

[SEAL]

By: _____
Transcribed by Cheryl C. Anby
Clerk to the Board

APPROVED: By: _____
Robert Woodard, Sr., Chairman
Dare County Board of Commissioners



Damuth Trane - SPCA HVAC and Boiler System

Description

Damuth Trane will provide a scheduled maintenance program on the rooftop HVAC units and boiler system at the Dare County SPCA beginning July 1, 2022 through June 30, 2027.

Board Action Requested

Approve service contract and authorize the County Manager to negotiate and sign the contract.

Item Presenter

Shanna Fullmer, Public Works Director



Dare County
Dare County Animal Shelter
364 Airport Road
Manteo, NC 27954



Damuth Trane
1100 Cavalier Boulevard
Chesapeake, VA 23323
Phone: (757) 558-0200
www.damuth.com
Joerg Paul

May 17, 2022

Agreement Number: SA22-7110
Agreement Type: Scheduled



Damuth Trane's goal is to be your long-term provider of comfort solutions for a safe and healthy building environment. We believe in providing our clients with a knowledgeable and professional team to service all your building's systems.



Our commitment includes:

Assigned Service Team

Your service team will consist of:

- Account Representative - main point of contact for all of your system solutions
- Service Coordinator - your main point of contact for service issues
- Service Technician - your technical expert and guide to system optimization
- BAS Service Technician - point of contact for controls needs - on any system

Each team member has extensive knowledge of HVAC Systems and Controls and all are committed to providing you with superior client service.

Operational System Review

At Damuth Trane, making sure your HVAC troubles are treated promptly is our top priority. Our aim is to correct minor problems before they result in major breakdowns, on any manufacturer's commercial or industrial systems. Our technicians will review operating sequences and practices for the equipment covered by this agreement and advise you of operational improvement opportunities.

Communication

Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Priority Response

Dare County Animal Shelter will receive preferred service status. We maintain a 24-hour emergency answering service. Priority Emergency Response is available on a 24-hour-per-day basis. We will contact the owner's representative within 2 hours of the emergency request, 7 days a week, 365 days per year. Offsite assistance will be offered to clients when applicable. A technician will be dispatched when required. Damuth Trane also offers a complete line of rental equipment through Trane Rental Services.

Automated Scheduling System

Damuth Trane utilizes a computerized scheduling program to ensure that all services included in this agreement are performed on time and as promised - so you don't need to worry about making an appointment for regular maintenance.



High Performance Buildings...through equipment, controls, service and parts!



Plan & Design ▶ Construction ▶ Operate & Maintain ▶ Upgrade & Improve

Damuth Trane will provide the following ongoing, comprehensive building service program for your facility. The service activities will be directed and scheduled, on a regular basis, by our equipment maintenance scheduling system based on frequency indicated in the attached schedules, manufacturer's recommendations, equipment location, application, and run time. The client will be informed of the program's progress and results on a continuing basis via a detailed service report, which will be presented after each service call for the client's review, approval signature, and record.

Building Service Programs Offered:

Scheduled Maintenance Program

Testing and Inspection: Damuth Trane will provide all travel and labor required to visually inspect and test the equipment to determine its operating condition and efficiency. Typical activities include:

- Testing for excessive vibration, motor winding resistance, refrigerant charge, fan RPM, refrigerant oil (acid), water condition, flue gas analysis, safety controls, combustion and draft, crankcase heaters, and unit controls.
- Inspecting for worn or failed parts, mountings, drive couplings, oil level, rotation, soot, flame composition and shape, pilot and igniter, and steam, water, oil and/or refrigerant leaks.

Periodic Maintenance: Damuth Trane will provide all the travel, labor, and consumable parts (belts, oil filters, lubrication, and cleaning agents) to clean, align, calibrate, tighten, adjust, and lubricate equipment. Typical activities include:

- Cleaning of coil surfaces, fan impellers and blades, electrical contacts, burner orifices, passages and nozzles, pilot and igniter, cooling tower basin/baffles/sump/float, and chiller/ condenser/boiler tubes.
- Aligning belt drives, drive couplings, and straightening coil fins.
- Calibrating safety controls, temperature controls and pressure controls.
- Tightening electrical connections, mounting bolts, refrigerant pipe fittings and damper/ valve linkages.
- Adjusting belt tension, superheat, fan RPM, water chemical feed and feed rate, burner fuel/air ratios, gas pressure, set point of controls and limits, damper close off, and sump floats.
- Lubricating motors, fan and damper bearings, valve stems, damper linkages, and inlet guide vane linkages.
- Replacement of air filters if noted on equipment schedules.



Select Maintenance Program

- Includes all services listed in the Scheduled Maintenance Program plus the following additional services.

Repair and Replacement Parts: All cost of replacement components, parts, and supplies required to keep equipment operating properly and efficiently.

Repair and Replacement Labor: All travel and labor required to repair or remove and replace broken or worn components and parts.

Replacement Oil, Absorbent, and Refrigerants: All cost of replacement oil, absorbent, and refrigerants required.

Trouble Calls: All travel and labor required to respond to emergency calls resulting from equipment failures.

Eddy Current Testing: All travel and labor associated with non-destructive tube testing every 5 (five) years on evaporator and condenser tubes on water cooled rotary and centrifugal chillers.

Refrigerant Analysis: All travel and labor to provide factory refrigerant analysis on all water cooled rotary and centrifugal chillers (once every 3 (three) years).

Premier Maintenance Program

- Includes all services listed in the Select Maintenance Program plus the following additional services.

Comprehensive Overhaul: All travel, labor, and materials to provide a comprehensive overhaul on water cooled rotary and centrifugal chillers every 10 (ten) to 15 (fifteen) years depending on application, run time, vibration levels, and oil/refrigerant analysis.

Guarantee of Reliability and Efficiency: Reliability and efficiency will be guaranteed to be equal to that of the original installation.



The following is an overview of the scope of Damuth Trane's services to be performed on **Scheduled Covered Equipment**. Items marked **Scheduled** are included in this agreement.

Labor and Materials for Scheduled Equipment	
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Maintenance Labor
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Maintenance Parts and Materials
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Repair Parts and Materials, 100% of Costs
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Repair Labor: Repairs will be performed on covered equipment during regular business hours, 100% of Costs
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Overtime Repair Labor for Emergency Failures (outside regular business hours)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Refrigerant Monitor Inspection. Calibration once per year.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Refrigerant Replacement 0% of Charge , Centrifugal Refrigerant Replacement 0% of Charge
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Condenser Coil Cleaning, Qty <u>4</u> cleanings per year
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Air Side Evaporator Cleaning, Qty ____ cleanings per year

Predictive Testing and Analysis for Scheduled Equipment	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Spectral Oil Analysis (Non-Scroll Chillers Only) – Trending oil analysis provides insight into potential system problems
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Refrigerant Analysis (Water Cooled Chillers Only) – Provides insight into potential system problems
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Eddy Current Testing – Condenser <input type="checkbox"/> Evaporator <input type="checkbox"/> to be performed in Agreement Year ____
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Infrared Thermography
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Combustion Testing
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Vibration Analysis Qty __ during operating season
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Laser Pump Alignment Inspection, once per year; Repairs Included: <input type="checkbox"/> Yes <input type="checkbox"/> No

Additional Services for Scheduled Equipment	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Condenser Tube Cleaning performed by Damuth once per year on: <input type="checkbox"/> Air Cooled Equipment <input type="checkbox"/> Water Cooled Equipment
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Condenser Head removal performed by: <input type="checkbox"/> Damuth <input type="checkbox"/> Client
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Evaporator Head (one end) removal in Agreement Year ____ Performed by: <input type="checkbox"/> Damuth <input type="checkbox"/> Client
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Evaporator Tube Cleaning on Water Cooled Chiller in Agreement Year ____ Performed by: <input type="checkbox"/> Damuth <input type="checkbox"/> Client
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Chiller Starter Maintenance <input type="checkbox"/> 200/230 Volt <input type="checkbox"/> 460 Volt <input type="checkbox"/> 4160 Volt
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Air Filter Changes (Large Equipment – 20 tons and above) Qty ____ changes per year
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Air Filter Changes (Small Equipment – less than 20 tons) Qty ____ changes per year
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Air Filter Changes (VAV Boxes) Qty ____ changes per year
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Air Filters supplied by Damuth Trane: <input type="checkbox"/> Standard <input type="checkbox"/> Boxes & Bags <input type="checkbox"/> HEPA
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Humidifier Carister Changes Qty ____ changes per year
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Water Treatment: <input type="checkbox"/> Cooling Loop <input type="checkbox"/> Heating Loop <input type="checkbox"/> Other (Define)



Equipment Coverage



The following equipment will be serviced:

Quantity	Equipment	Manufacturer	Tag Number	Model Number	Serial Number	Type of Agreement	Inspections
1	Rooftop Unit	Valent	DOAS-1	VPRP-210-18C-201-A-5DC	16706551	Scheduled	4
1	Rooftop Unit	Valent	DOAS-2	VPRP-210-18C-201-A-5DC	16706554	Scheduled	4
1	Rooftop Unit	Valent	DOAS-3	VPRP-210-16F-201-A-5GC	16706557	Scheduled	4
1	Water Heater	Laars		NTV 850		Scheduled	4



The following control systems will be serviced:

BAS Equipment / System Name	Quantity	Physical Review #/Year	Remote Review #/Year	Replacement Labor Coverage	Replacement Parts Coverage
Tracer SC+ -1 Application Controller (S/N: E20G01953)	1	2	2	No	No
DOAS-01 PCO Controller	1	2	2	No	No
DOAS-01 PCO Controller	1	2	2	No	No
DOAS-01 PCO Controller	1	2	2	No	No

The Building Automation System (BAS) service agreement incorporates a *remote review* (connecting through secure internet or dial-up modem) and a *physical review* (locally connecting to a DDC controller with Trane service software). This service leverages the knowledge of a Damuth Trane BAS Service Technician to analyze the system's condition and help ensure the building is operating as expected.

Basic System Review:

Damuth Trane will perform a basic system review of the automation system to analyze system performance and review energy management strategies in place. Damuth Trane will perform BAS operating inspections (physical and/or remote as scheduled above) and generate an electronic report with findings and recommendations for review with the building owner's representative.

Damuth Trane will annually perform the following BAS maintenance tasks, which may include:

- Review reports and setpoints for anomalies: event logs, alarm history, overrides, schedules
- Validation of internal network communications and remote connectivity test (VPN, TIS, Trane Connect)
- System security test – evaluate if the system is “exposed” to the internet
- Back-up and remote storage of the BAS system database (in collaboration with client's IT department)
- Annual download and remote storage of back-up files for custom programmed Trane controllers
- Software version validation – determine if an update would improve performance and/or security
- Centralized outside air temperature and humidity sensors will be monitored and calibrated as needed



Owner Training and Programming Support:

This service offering will consist of a total of _____ hours annually for BAS Service Technician support for training and/or programming support. The Training Support will give the building owner/operator a better understanding of the Building Automation Systems capability, applications, settings, trending and reporting. The Programming Support will give the owner/operator an opportunity to enhance the building automation system through implementation of recommendations identified during regular system maintenance. The Programming Support can be used in a variety of ways to aid in troubleshooting and writing of custom programming routines to solve specific problems or to introduce new energy saving strategies. Damuth shall offer preferred client discounts on regularly scheduled training classes held at Damuth Trane. Call for pricing.

Tracer® SC+ – Software Maintenance:

Damuth Trane will regularly backup the BAS System database and graphics ensuring proper database management and the ability to restore the system to its last known settings in case of a catastrophic event. A Software Maintenance Plan (Tracer® SC+ software updates plus installation labor) is included for the duration of this agreement.



Programs Offered:

Voice Alert Notification:

24 hour 7 days per week monitoring of critical status and control points in BAS and HVAC systems.

This service includes:

1. Automated alarm and event notification via e-mail
2. Alarm and override event log reporting
3. Synthesized voice alert notification messaging with escalation protocol for acknowledgement

Connected Building Solutions

All "Connected Building Solutions" offerings are provided contingent upon client acceptance of Trane's "General Data Access Terms and Conditions (ISO)" and secure access to the internet on the client's network.

"Connected Building Solutions" are not compatible with phone modems.

Connected Building Solutions – BAS Help Desk:

Building owners and operators often need access to a BAS Technician for help with a quick BAS issue that cannot wait until the next scheduled service call. As part of this agreement, your staff will have direct telephone access to a Damuth BAS Remote Support Specialist between the hours of 7:00 AM – 11:00 AM (M-F). The BAS Remote Support Specialist will interface with your Trane BAS system for support (change a setpoint, create a new user ID and Password, override a schedule or setpoint, confirm operation of a specific piece of equipment, review a diagnostic alarm, support of the "Trane Connect" application, etc.). Remote BAS Support service calls are intended to be less than 15 minutes in duration, as a triage to determine if further support services are required.



Agreement Terms

Client:
Dare County
P.O. Box 1000, 1029 Driftwood Drive
Manteo, NC 27954

Site Address:
Dare County Animal Shelter
364 Airport Road
Manteo, NC 27954

Damuth Trane Service Agreement

Damuth Trane agrees to inspect and maintain the equipment listed under the "Equipment Coverage" and "Building Automation Maintenance" sections hereof according to the terms of this Service Agreement. Damuth Trane agrees to give preferential service to Dare County Animal Shelter over non-agreement clients.

Damuth Trane agrees to furnish services in accordance with the Terms and Conditions. This AGREEMENT shall become valid only upon acceptance by the CUSTOMER and approval by Damuth Trane.

Service Dates	Per Year	Per Month
July 1, 2022 – June 30, 2023	\$16,416.00	\$1,368.00
July 1, 2023 – June 30, 2024	\$17,076.00	\$1,423.00
July 1, 2024 – June 30, 2025	\$17,760.00	\$1,480.00
July 1, 2025 – June 30, 2026	\$18,648.00	\$1,554.00
July 1, 2026 – June 30, 2027	\$19,584.00	\$1,632.00

Term

The initial term of this Service Agreement shall be 5 year(s), effective July 1, 2022 – June 30, 2027. Following expiration of the initial term on June 30, 2027, this Agreement shall renew automatically at prevailing rates for successive periods of 1 year until terminated as provided herein. Damuth Trane will have no obligation to Client prior to execution of this Service Agreement in the spaces provided below by both the client and an authorized representative of Damuth Trane.

This agreement is subject to Client's acceptance of the attached Damuth Trane Terms and Conditions.

SUBMITTED BY: Joerg Paul

Proposal Date: May 17, 2022



Account Manager

P.O. Required Each Year: Yes or No

CUSTOMER ACCEPTANCE

Authorized Representative

Title

Acceptance Date

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act. 5/18/2022 *Sally DeFosse*

DAMUTH TRANE

Bill Mitchell CFO
Digitally signed by Bill Mitchell
CFO
Date: 2022.05.17 12:44:21 -0400

Authorized Representative
CFO

Title

5/17/22

Signature Date

GENERAL TERMS AND CONDITIONS

1. **Acceptance and Prices.** This proposal is valid for thirty (30) days from the submittal date. If this proposal is not accepted within thirty (30) days from submission, the proposal is subject to revision or withdrawal.
2. **Payment.** The account is due and payable thirty (30) days from date of invoice. Finance charges of 1½% per month are assessed on account balances after thirty (30) days. In the event the account must be referred to an outside agency for collection, the buyer agrees to pay all fees incurred in the collection of the amounts due and otherwise enforcing these terms and conditions, including reasonable attorney's fees.
3. **Warranties.** (a) Trane manufactured material supplied is warranted to be free from defect in material and manufacture for a period of twelve months from date of start-up or replacement and Damuth Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) labor is warranted (to have been properly performed) for a period of 90 days from completion and Damuth Trane's obligation under this warranty is limited to correcting any improperly performed labor, and (c) non-Trane equipment and/or parts are not warranted by Trane and shall have such warranties as are extended to Damuth Trane by the respective manufacturer. THIS WARRANTY AND LIABILITY ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES EXPRESSED OR IMPLIED IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.
4. **Initial Equipment Inspection.** This agreement requires that all major pieces of equipment are in proper operating condition at the signing of this agreement. It shall be the responsibility of Damuth Trane to inspect and report to the Customer any malfunctions and defects within forty-five (45) days after the equipment can be operated and checked on Select and Premier Agreements. It shall also be the responsibility of Damuth Trane to make recommendations and to assist the Customer in restoring the equipment to proper operating condition. The Customer agrees to pay all costs associated with the restoration. Coverage will become effective in accordance with the terms of this agreement after equipment restoration to proper operating conditions, within industry standards considering the age and condition of the equipment, has been completed.
5. **Indemnity and Liability.** To the extent of Damuth Trane's liability insurance coverage, which shall not be less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate, Damuth Trane agrees to indemnify and hold harmless the Customer from any and all claims and liability for personal injury or property damage resulting from the acts of negligence or other misconduct by Damuth's employees or any party working under Damuth's direction. The duty to indemnify will continue in full force and effect for two (2) years after Damuth Trane's work is completed, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS SECTION SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR RECEIVED FOR THE PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL DAMUTH TRANE BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.
6. **Performance.** Damuth Trane will complete all work in a workmanlike manner according to standard trade practices. Routine service and major repairs will be done during normal working hours. Emergency service, if included in the agreement, is available during and after working hours. Repairs will be made in the most expeditious manner. Damuth Trane shall not be held liable for any delays in furnishing materials or failure to provide services when the cause is unavoidable or beyond our control. Damuth Trane reserves the right to modify the frequency of routine inspection items based on equipment run time.
7. **Cancellation.** This agreement may be canceled by either party at the end of the anniversary date by giving at least thirty (30) days written notice. This agreement will continue in effect from year to year at the then prevailing rates after the initial term unless either party gives written notice to the other of intention not to renew thirty (30) days prior to the anniversary date. It is agreed that any alteration, addition or repairs made by others will release and terminate all obligations of Damuth Trane. Notwithstanding the forgoing, this contract shall terminate at end of 5 years unless renewed in writing by the parties.
8. **Customer Obligations.** The customer shall:
 - Operate the equipment in accordance with manufacturer's recommended instructions.
 - Promptly notify Damuth Trane of any changes that may affect system connectivity or operation.
 - Promptly notify Damuth Trane of any unusual operation conditions.
 - Provide access to the equipment including removal, replacement or refinishing of the building structure if necessary.
 - Reimburse Damuth Trane for services, repairs, and/or replacements performed beyond the services listed in the agreement. Such reimbursement shall be at the then prevailing regular time rates and overtime/holiday rates for labor and prices for materials and may at Damuth Trane's option be subject to a separate written agreement prior to its undertaking such work.
 - Unless water treatment is expressly included in the services listed, the Customer must provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Damuth Trane.
9. **Exclusions.** It is understood the service and maintenance provided for herein does not include the following, unless this service is included under the equipment schedules: Normal daily and weekend functions of stopping and starting the equipment; The guarantee of room conditions or system performance; The changing or cleaning of air filters; Painting; Disconnects or electrical wiring (except control wiring); Water treatment; Air pressure systems, recorders and instruments not directly provided in the control panel; Fan cabinets and ductwork; Piping other than refrigerant piping; Insulation repairs or replacement; Damage caused by freezing weather; Damage caused by erosion or corrosion of the equipment; Damage caused by electrolytic action, fire, vandalism, war, sabotage, insurrection, explosion, acts of God, or any other reason beyond our control; Damage caused by lightning, power

deficiency, single phasing or phase reversal; Additions, modification or inspection required by insurance companies, governmental or other authorities; Any service or inspection not recommended by the manufacturer; Moving or relocating equipment; Damage caused by improper operation or unauthorized repair (i.e., repairs performed by other than a Damuth Trane representative); Damage that can be attributed to excessive equipment cycling caused by load shedding devices; Replacement of complete unit; Costs of any parts which are neither currently manufactured nor recommended by the original parts manufacturer due to obsolescence; Cooling tower cabinetry, eliminators or wet deck. Damuth Trane's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the purchaser to change, modify, or alter the scope of work or services to be performed by Damuth Trane shall not operate to compel Damuth Trane to perform any work related to hazards without Damuth Trane's express written consent.

10. All data obtained, collected and stored by Damuth Trane during or incident to the performance of these Critical Notification and Alarm Monitoring Services, shall become the property of Damuth Trane. Customer expressly acknowledges that it shall have no further rights in that data whatsoever.
11. Should the Customer choose an Alarm Response Protocol that permits Client Service Representatives to reset diagnostic conditions, chillers or any other equipment whatsoever, DAMUTH TRANE SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOST PROFITS, LOSS OF USE, NEGATIVE IMPACT ON BUSINESS REPUTATION OR FINANCING COSTS) OR PUNITIVE DAMAGES, WHETHER ARISING IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY OR OTHERWISE that result in any way from said resets.
12. This Agreement and all related contract documents shall be governed by the laws of the State of North Carolina, without giving effect to its conflict of law principles. Both Customer and Damuth Trane agree that any disputes between them arising out of this Agreement and all related contract documents must be decided by litigation. The parties agree that the exclusive forums for litigating any such disputes will be the North Carolina General Court of Justice in Dare County, North Carolina.
13. **Entire Agreement.** This instrument includes the entire agreement between the parties. Any modifications or amendments must be in writing and signed by both parties.





Consent Agenda--2022 CRS Annual Report

Description

Attached with this cover sheet are the Program for Public Information Committee's (PPIC) annual meeting report and schedule of outreach activities for the Community Rating System (CRS) program. The CRS program requires an update be provided to the elected officials each year. There is no requested action.

Board Action Requested

Information item only

Item Presenter

Noah H Gillam, Planning Director

SUMMARY OF 2022 DARE-MANTEO PROGRAM FOR PUBLIC INFORMATION ANNUAL MEETING
June 20, 2022 Room 168 Dare County Administration Building 3:30 p.m.

An attendance sheet for the meeting is attached.

Noah Gillam, Dare County Planning Director called the meeting to order at 3:30 p.m.

Melissa Dickerson introduced Matt Farmer the new Town Planner for Manteo to the group. Matt will be handling the CRS work as part of his duties.

ANNUAL OUTREACH ACTIVITIES

Katelin Kight, Dare County Public Relations office, shared the Prepare Protect Insure graphics with the group and explained that a schedule of release was developed so that Dare and the towns generally follow the same timeframe for release. Posting have occurred four times so far with five more scheduled over the next months.

The group reviewed the PPI outreach activity matrix. Dates have been updated as needed and changes to reflect the adoption flood maps in 2020. The revisions were endorsed by the group. One issue noted for emphasis with the anchoring of propane tanks. Hal said it is an easy process for property owners. Donna suggested that some of the social media posts could focus on propane tanks. Dorothy said perhaps a public service announcement could be developed also. Drew said he would ask Steve Kovacs to assist with efforts in outreach to the propane gas companies. Noah noted that the Dare inspectors make sure propane tanks are anchored during generator install inspections. Propane tank installations are not addressed in the building code but managed by the Department of Agriculture.

Donna said that the OBX CRS group discussions have questioned the worth of CRS participation since many of their jurisdictions are now primarily X zones. Fletcher said that he felt the work was worthwhile and should continue. Donna said changes to the CRS program were needed since direct mailings are expensive and cumbersome, communication patterns have changed and CRS needs to recognize the use of social media for higher CRS scoring. Willo said she would check on grants from the North Carolina Association of Realtors for direct mailings, a grant was used in 2020 in conjunction with the flood maps.

RISK RATING 2.0

Fletcher said it was too early to determine any trends in flood insurance coverage since the implementation of RR 2.0. Willo said it will be interesting to see how many preferred risk policy owners drop their coverage once the RR renewals continue. She said the NC flood risk information webpage has a note about private flood insurance coverage offered by North Carolina insurance carriers but she was not aware of any carrier doing so. Fletcher said he was not either and not all carriers offered coverage in Dare County.

Melissa said she continues to email FEMA about updated flood insurance policy information but gets no response. Donna said this topic was addressed at the last OBX CRS group meeting and she would send Melissa the information presented at that meeting.

Drew said the County recently released a video about the storm surge poles that have been installed around the County. Twenty-three poles have been installed at various locations in the County and four more are scheduled to be installed. He also said one was given to the National Hurricane Center for their use in their training about storm surge.

The meeting adjourned at 4:15 p.m.

Prepared by Donna Creef for Dare County-Manteo PPIC

OUTREACH ACTIVITIES – 2022 PPI MEETING

TOPIC #1 KNOW YOUR FLOOD HAZARD MESSAGE A: Find out the flood hazard for the area where you live MESSAGE B: Prepare, Protect, Insure MESSAGE C: Be aware -- Flooding can occur at any time of year.					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants	Increase in number of map information inquiries.	Map info service and financial assistance advice offered by local governments.	Dare and Manteo Planning	Continuous	Local homeowners associations
Prospective buyers	Increased awareness that floods can happen anywhere	Direct mailings on flood hazards and erosion hazards – (RL area residents, oceanfront property owners)	Public Relations	June 2022	Outer Banks Chamber of Commerce
Repetitive loss area residents	Increased awareness of all flood hazards and that flooding can occur at any time depending on wind conditions and rainfall event.	Presentations to civic and neighborhood groups		Year-round	Insurance and mortgage professionals
SFHA Residents		Govt TV programming and webpage on flood hazards and map information services offered by local governments.		Year-round	
Sh X/ X Zone Property Owners		Display NFIP brochures in County and Town offices; local libraries. local retailers and stakeholders offices.		Displayed year-round	
Oceanfront residents		Distribution of press packet of information for release to local media as needed depending on conditions and events.		Packet updated as needed annually	
Community Stakeholder Groups					
Community at large					

OUTREACH ACTIVITIES – 2022 PPI MEETING

TOPIC #2 INSURE YOUR PROPERTY FOR YOUR FLOOD HAZARD MESSAGE A: Don't rely on your landlord to cover your losses --flood insurance for renters is available MESSAGE B: Prepare, Protect, Insure					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants	With revised FIRMS effective, transition to preferred risk or X zone policy versus discontinuation of flood coverage.	Presentations to civic and neighborhood groups	Dare and Manteo Planning	At various times during 2022	Insurance representatives
Prospective buyers		Local government programming and webpage on flood insurance basics	Public Relations	Year-round	Outer Banks Chamber of Commerce
Repetitive loss area residents		Quarterly mailings to new lot purchasers		Each quarter	Local homeowners associations
SFHA Residents		Display NFIP brochures in County and Town offices; local libraries; local retailers and stakeholders offices		Displayed year-round	Manteo Merchant Association
Sh X/ X Zone Property Owners		Update press packet as needed depending on conditions and events.		Updated as needed annually	
Oceanfront residents		Stakeholders meetings on flood insurance awareness, sponsor flood insurance seminars for insurance agents and other community officials		At various times during 2022	
Community Stakeholder Groups					
Community at large					

OUTREACH ACTIVITIES – 2022 PPI MEETING

TOPIC #3 PROTECT PEOPLE FROM THE HAZARD MESSAGE A:—After a flood, follow proper safety precautions before using your food, water, wastewater system and utilities. MESSAGE B: Prepare a response plan.							
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders		
Year-round tenants	Public health measures will be publicized to ensure the community is aware of any health risks after an event.	Presentations to civic and neighborhood groups on preparedness activities.	Dare and Manteo Planning	Year-round	Property mgmt. agencies		
Prospective buyers							
Repetitive loss area residents	Increased awareness of what families or others should do to prepare for emergency events.	Local Govt TV programming and webpage awareness and preparedness tasks.	Public Relations Manteo Utilities Dept	Year-round	Local homeowners associations Health Dept.		
SFHA Residents							
Sh X/ X Zone Property Owners							
Oceanfront residents							
Community Stakeholder Groups							
Community at large	Use of County’s mass messaging, webpage and other social media to disseminate information about safety measures and response plans.	Display NFIP brochures in County and Town offices; local libraries, local retailers and stakeholders offices.	Dare County Health Emergency Mgmt	Year-round	National Weather Service		
						Distribute PPI brochure at community meetings and in direct mailing.	Displayed year-round
	National Weather Service forums			Spring 2022			

OUTREACH ACTIVITIES – 2022 PPI MEETING

TOPIC #4 PROTECT YOUR PROPERTY FROM THE HAZARD MESSAGE A: Don't walk or drive through flooded streets or flood waters MESSAGE B: Check your propane gas tanks MESSAGE C: Make an inventory of important documents and possessions					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants Prospective buyers Repetitive loss area residents SFHA Residents Sh X/ X Zone Property Owners Oceanfront residents Community Stakeholder Groups Community at large	Decrease in number of stranded vehicles during and after flood events Decrease in the number of propane tanks that float away during a flood. Awareness of need for inventory of possessions and documents.	Presentations to civic and neighborhood groups. Govt TV programming and webpage safety actions. Use of County webpage and other social media to disseminate preparedness and safety information. Display NFIP brochures in County and Town offices; local libraries, local retailers and stakeholders offices. Distribution of press packet of information for release to local media as needed depending on conditions and events. Direct mailing to local propane companies on proper anchoring methods. Social media posts.	Dare and Manteo Planning Emergency Mgmt Public Relations	Throughout year and more frequently during storm events Year-round Displayed year-round Updated as needed annually August 2022	OB Homebuilders Fire Marshal Insurance agents Real Estate Agencies

OUTREACH ACTIVITIES – 2022 PPI MEETING

TOPIC #4 PROTECT YOUR PROPERTY FROM THE HAZARD MESSAGE D : Mitigate when possible. Retrofit or elevate to reduce losses. MESSAGE E: Keep your flood vents open. MESSAGE F: Prepare, Protect, Insure					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants	Increase in number of elevated structures or other mitigation actions to reduce flood losses.	Direct mailing about mitigation actions and property protection, LRNR brochures	Dare and Manteo Planning	2022-2023	Outer Banks Homebuilders Association
Prospective buyers		Presentations to civic and neighborhood groups on mitigation actions.	Public Relations	Throughout year	
Repetitive loss area residents	Increase in inquiries to staff about potential actions to mitigate future losses, such as flood vents, elevation of equipment.				Emergency Management
SFHA Residents		Govt TV programming and webpage on mitigation techniques and importance of flood vents	Displayed year-round		
Sh X/ X Zone Property Owners	Display NFIP brochures in County and Town offices; local libraries, local retailers and stakeholders offices.			Updated as needed annually	
Oceanfront residents		Distribution of press packet of information for release to local media as needed depending on conditions and events.	Annually and following declared disasters		
Community Stakeholder Groups	Pursue grant funding for FEMA mitigation funds to elevate structures.				
Community at large					

OUTREACH ACTIVITIES – 2022 PPI MEETING

TOPIC #5 BUILD RESPONSIBLY MESSAGE A: Get a permit before you build. MESSAGE C: Know the rules that apply to construction MESSAGE E: Prepare, Protect, Insure					
			MESSAGE B: Building permits are needed for storm repair work. MESSAGE D: PAS – parking, access and storage		
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Prospective buyers	Increased awareness of need for repair permits	Enforcement of local elevation standard in Shaded X and X zones.	Dare and Manteo Planning	Continual	Outer Banks Homebuilders Associations
Repetitive loss area residents	Increased number of permits issued after flood events	Distribute information flood response packet to disseminate after a flood event.	Public Relations	Throughout year	Local homeowners associations
SFHA Residents	Decrease in conversion of enclosed areas for use as living area.	Presentations to civic and neighborhood groups on construction techniques		Throughout year	Real estate and property mgmt. firms.
Sh X/ X Zone Property Owners		Govt TV programming and webpage on use of enclosed areas and other building issues.		Year-round	
Oceanfront residents		Use of County's webpage and other social media to disseminate information.		Year-round	
Community Stakeholder Groups		Use deed restrictions and acknowledgement forms to advise property owners on use of enclosed areas for parking, access and storage only.		As needed on individual projects throughout year.	
Community at large					

OUTREACH ACTIVITIES – 2022 PPI MEETING

TOPIC #6 PROTECT NATURAL FLOODPLAIN FUNCTIONS MESSAGE A: Don't dump trash or storm debris in ditches and canals MESSAGE B: Only rain down the drain! MESSAGE C: Wetlands are important					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Prospective buyers	Increased awareness of importance of wetlands for water quality, fisheries development, and floodplain development.	Presentations to civic and neighborhood groups on natural functions of resources.	Planning Soil and Water Conservation Manteo Public Works	Throughout year	Soil and Water Conservation Nature Conservancy
SFHA Residents					
Sh X/ X Zone Property Owners		Govt TV programming and webpage on importance of protecting wetlands and dune systems.		Year-round	
Oceanfront residents		Use of County's webpage and other social media to disseminate information about not dumping in local ditches and other topic related issues.		Year-round	
Community at large		Update stormwater management plan		late 2022-2023	

OUTREACH ACTIVITIES – 2022 PPI MEETING

TOPIC #7 KNOW YOUR FLOOD HAZARD BEFORE YOU BUY					
MESSAGE A: Check Before You Buy MESSAGE B: Prepare, Protect, Insure					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Prospective buyers	Increase in number of contacts to Planning offices about flood hazards from potential buyers	Govt TV programming and webpage.	Dare and Manteo Planning	Throughout year	Insurance representatives
Sh X/ X Zone Property Owners		Use of County's webpage and other social media to disseminate information about map information services offered by local government.		Year-round	
Community Stakeholder Groups	With revised FIRMS effective, transition to preferred risk or X zone policy versus discontinuation of flood coverage.	Update and Implement Flood Insurance Awareness and Coverage Improvement Plan		January 2023	
		Distribute PPI brochure about flood hazard for distribution at local realty firms.		August 2022	

OUTREACH ACTIVITIES – 2022 PPI MEETING

TOPIC #8 HURRICANE PREPAREDNESS AND RECOVERY
MESSAGE A: Join mass distribution lists of Dare County EM. Evacuate when advised to do so by officials and return when authorized to do so.
MESSAGE B: Stay home so officials can do their job to assess conditions.
MESSAGE C: Learn about storm surge and how it affects your neighborhood.
MESSAGE D: Make a checklist of pre-storm activities
MESSAGE E: Complete recovery efforts and debris removal as instructed by local officials.
MESSAGE F: Submit your re-entry applications early, not as storm approaches.

Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants	Awareness of evacuation orders if issued	Presentations to civic and neighborhood groups.	Emergency Management,	On -going and more frequently during storm events	Property management firms
Repetitive loss area residents	Awareness of re-entry orders when issued.	Govt TV programming on hurricane preparedness and recovery efforts,	Public Relations		Local homeowners and civic associations.
SFHA Residents				Year-round	National Weather Service
Sh X/ X Zone Property Owners	Increased participation in EM mass notification system.	Use of County’s webpage and other social media to disseminate information on general topics and as needed during events			
Oceanfront residents				Displayed year-round	
Community Stakeholder Groups	Non-resident property owner re-entry system implementation	Display NFIP brochures in govt offices; local libraries local retailers, and stakeholders offices.		Updated as needed annually	
Community at large		Update press packet of information for release to local media and as needed depending on conditions and events.			
		Link to National Hurricane Center on the Emergency Mgmt webpage about storm surge and its potential impacts.		Maintained year-round.	
		Collaborate with NWS on community forums.		Spring 2022	

OUTREACH ACTIVITIES – 2022 PPI MEETING

TOPIC #9 EDUCATE PROPERTY OWNERS AND CONTRACTORS ON STORMWATER MANAGEMENT OPTIONS					
MESSAGE A: Low impact development (LID) techniques work					
Target Audiences	Outcome	Projects	Agencies Involved	Schedule	Stakeholders
Year-round tenants	Increased use of low impact development (LID) stormwater techniques	Distribute information on LID techniques for distribution and display in County/Manteo offices.	Dare and Manteo Planning	Throughout year	Soil and Water Nature Conservancy
Prospective buyers					
Repetitive loss area residents		Presentations to civic and neighborhood groups.	Soil and Water Conservation	Throughout year	
SFHA Residents		Govt TV programming and webpage.			
Sh X/ X Zone Property Owners		Posting of LID information on County/Manteo webpage			
Oceanfront residents				Year-round	
Community Stakeholder Groups					
Community at large			Update stormwater plan for unincorporated Dare County.		late 2022 -2023



Recommendation of Award for Avon-Buxton Water Line Improvement

Description

Recommendation of Award to Basnight Construction Company, Inc. as the low bidder for the Avon-Buxton Water Line Improvement

Board Action Requested

Approval of the Recommendation of Award to Basnight Construction Company, Inc.

Item Presenter

Pat Irwin



1805 West City Drive
Unit E
Elizabeth City, NC 27909

P 252.621.5030
F 252.562.6974
www.timmons.com

June 28, 2022

Mr. Dustin Peele, Project and Procurement Manager
Dare County
PO Box 1000
Manteo, NC 27954
Sent via email to: dustin.peele@darenc.com

Subject: Bid Opening and Recommendation of Award
Hatteras Island Waterline Relocation
Timmons Project Number: 52772

Dear Mr. Peele:

On Thursday, June 23rd, at 2:00 pm, a bid opening was held and bids were opened for the Hatteras Island Waterline Relocation Project. Three bids were received from the following contractors: Basnight Construction Company, Inc., Hatchell Concrete, Inc. and Carolina Utility Co. LLC. The apparent low bidder was Basnight Construction Company, Inc. with a total bid of \$638,815.00.

After final review of the bid documents, we recommend the contract be awarded to Basnight Construction Company, Inc. in the amount of the total bid price of \$638,815.00.

Copies of the actual bid documents were emailed to you. If you have any questions or require any additional information, please do not hesitate to contact me at (252) 621-5029.

Sincerely,
Timmons Group

Kimberly D. Hamby, PE
Sr. Project Manager

Attachment(s): Bid Tab Sheet



Bid Tab Sheet
Hatteras Island Watermain Replacement
Dare County
June 23, 2022
2:00 PM

	Bidder Name	BASE BID	TOTAL BID
1	Basnight Construction Company Inc	\$ 501,865.00	\$ 638,815.00
2	Hatchell Concrete Inc.	\$ 483,580.00	\$ 656,580.00
3	Carolina Utility Co. LLC	\$ 549,800.00	\$ 684,400.00



Budget Amendment - NCEM Capacity Building Competitive Grant Award

Description

The amendment is needed to account for a 100% reimbursable grant that was awarded under the NCEM Capacity Building Competitive Grant program to acquire an Unmanned Aircraft System (UAS)/Drone to improve post storm damage assessment capabilities. In addition, the UAS can be used to support other county activities that would benefit from aerial surveillance and imagery gathering.

Board Action Requested

Approval

Item Presenter

Drew Pearson, Emergency Management Director

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

Revenues:

Expenditures:

Explanation:

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



DHHS - Social Services Division - Memorandum of Understanding between NCDHHS and Dare County

Description

This memorandum of understanding is a two-year written agreement made between NCDHHS and Dare County pursuant to N.C. General Statute 108A-74 to comply with the requirements of law.

Board Action Requested

Approve and sign the Memorandum of Understanding

Item Presenter

None

MEMORANDUM OF UNDERSTANDING

(FISCAL YEAR 2022-23 and 2023-24)

BETWEEN

THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
DARE COUNTY

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74,
an Act of the North Carolina General Assembly**

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Dare County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2022, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Dare County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties Parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty

(30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the County enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of two years beginning July 1, 2022 and ending June 30, 2024.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to meet the terms of this MOU, the process for performance improvement set forth in N.C. Gen. Stat. § 108A-74 will govern. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, public health emergency or other catastrophic natural event or act of God.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements:
 - a. I-A: Energy Programs
 - b. I-B: Work First
 - c. I-C: Food and Nutrition Services
 - d. I-D: Child Welfare – Foster Care
 - e. I-E: Adult Protective Services
 - f. I-F: Special Assistance
 - g. I-G: Child Support Services
- (4) Attachment II - Child Welfare - CFSR

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While “County” is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies.
- (2) "County director of social services" also means the human services director, whichever applies.
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or “Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any

further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the Parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary’s Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County’s obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the Parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Susan Osborne, Assistant Secretary NCDHHS 2417 Mail Services Center Raleigh, NC 27699-2001	Susan Osborne NCDHHS Doretha Dix Campus, McBryde Building Phone: 919-527-6338 E-mail: Susan.Osborne@dhhs.nc.gov

For Dare County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Charles P. Lycett Dare County Department of Health and Human Services – Division of Social Services PO Box 669 Manteo, North Carolina 27954	109 Exeter Street Manteo, North Carolina 27954

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
 - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.

- v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
- b. Performance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.
 - iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
 - i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
- e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.

- ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
 - iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. The County will ultimately work toward achievement of the Standard Measure for all performance requirements set forth in Attachments I and II.
- (2) The County shall comply with the following administrative responsibilities
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County’s provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County’s social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
 - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.

- iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
 - d. Communication:
 - i. Respond and provide related action in a timely manner to all communications received from the Department.
 - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
 - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leaves of absence greater than two calendar weeks.
 - e. Inter-agency Cooperation:
 - i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the County have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security

incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the Parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2022 and shall continue in effect until June 30, 2024.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Dare County

BY: _____
Name

BY: _____
Name

TITLE:

TITLE:

DATE:

DATE:

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____



Update List of Deputy Finance Officers

Description

Add Ernie Dabiero, Budget Analyst/Internal Auditor, per the attached Item Summary

Board Action Requested

Approve the attached updated list of deputy finance officers

Item Presenter

None

Item Summary: Update List of Deputy Finance Officers

NCGS 159-28(a) permits the appointment of deputy finance officers who may then sign preaudit certifications. Examples include:

- The Assistant Finance Director for day to day operations and as a backup;
- The Budget Analyst/Internal Auditor as a backup for personnel action forms and contracts;
- The Project & Purchasing Manager for purchase orders;
- Social Services personnel for emergency assistance accounts and funds; and
- Health Department personnel for Health Department contracts that the Health Director is authorized to execute.

With each change the Board will be requested to update the listing of deputy finance officers. This change adds Ernie Dabiero, Budget Analyst/Internal Auditor, for the purpose described above.

- Sally Defosse Deputy Finance Director
- Ernie Dabiero Budget Analyst/Internal Auditor
- Dustin Peele Project & Purchasing Manager
- Sheila Davies H&HS Director
- Chuck Lycett Social Services Director
- Tammy Reber H&HS Administrative Officer
- Delrene Seegott H&HS Business Manager

Approved list of deputy finance officers as of 7/18/2022.



Consent Agenda – Hazard Mitigation Plan Activities Update

Description

As part of the 2022 annual Community Rating System recertification process, the activities matrix of the Outer Banks Hazard Mitigation Plan must be reviewed and updated as appropriate. The matrix has been reviewed with Dare County Emergency Management Director Drew Pearson and revisions have been made as needed to reflect the status of the items included in the matrix, as attached. The CRS program requires this information be submitted to the local elected board for review.

Board Action Requested

Information item only

Item Presenter

Noah H Gillam, Planning Director

ANNEX B: DARE COUNTY UNINCORPORATED AREAS

B.5 MITIGATION STRATEGY

Action #	Action Description	Hazard(s) Addressed	Goal & Objective Addressed	Priority	Lead Agency / Department	Potential Funding Source	Implementation Timeline	2020 Status	2020 Implementation Status Comments
Prevention									
DAR1	Identify Funding to improve stormwater drainage and land management preparation for flooding	Hurricane & Tropical Storm, Flood, Coastal Hazards	3.3	7-High	Dare County Planning- Dare Soil and Water	General Fund, Grant Funds	1-3 years	Carry Forward	Stormwater update underway, completion 2023
DAR2	Expand the number of lifeguarded beaches in unincorporated Dare to bring lifeguards to all villages in addition to ocean rescue response personnel.	Coastal Hazards	3.3	3-Medium	Dare County Parks and Recreation	General Fund, Grant Funds	2-3 years	New	Lifeguards being added to Rodanthe beach access site by Dare -2023
DAR3	Update Dare County's 2001 comprehensive stormwater management plan.	Hurricane & Tropical Storm, Flood, Coastal Hazards, Severe Weather, Transportation Infrastructure Failure	3.1	6-High	Dare County Planning	General Fund, Grant Funds	1-3 years	New	Stormwater update underway, completion 2023
DAR4	Grow Local Emergency Planning Committee membership by expanding industry participation while fully implementing Community Right to Know reporting requirements to enhance knowledge of hazardous material risk across the region	Radiological Emergency, Hazardous Materials Incident	3.3	5-High	Dare County Emergency Management	General Fund, Grant Funds	1-2 years	New	Complete, worked with Currituck County on project
DAR5	Expand involvement with the North Carolina Information Sharing and Analysis Center to ensure actionable intelligence on immediate and emerging threats to the region are identified and shared with first responders, private sector, emergency management, local law enforcement and other partner agencies in a timely manner.	Terrorism, Radiological Emergency	4.2	3-Medium	Dare County Emergency Management,	General funds	1-3 years	New	Member of Dare Em staff serves as field liaison with State.
Property Protection									
DAR6	Utilize existing post storm information and GIS mapping to identify the most vulnerable structures in the County.	Hurricane & Tropical Storm, Severe Weather, Coastal Hazards, Flood	3.3	5-High	Dare County Planning, Dare County Emergency Management	General Fund, Grant Funds	1 year	Carry Forward	On-going pending
DAR7	Become a FIREWISE Community that is able to protect people, property, and natural resources from wildland fire.	Wildfire	3.3	7-High	Dare County Emergency Management, Fire Marshal, US Fish & Wildlife, NC Forestry	Grant funds, General Fund	1-3 years	New	
DAR8	Maintain or increase the number of flood insurance policies in place across Dare County when new flood hazard maps become effective and many properties are reclassified as Shaded X and/or X zone no longer requiring flood insurance associated with a federally insured mortgage.	Hurricane & Tropical Storm, Severe Weather, Coastal Hazards, Flood	3.3	5-High	Dare County Planning, Emergency Management	General Fund	1-2 years	New	CRS outreach activities continue on annual basis.
DAR9	Pursue the installation of flood gauges at all towns and villages. Have those gauges tied into the county alert and notification system allowing users to be alerted to changing conditions as they occur.	Hurricane & Tropical Storm, Severe Weather, Coastal Hazards, Flood	2.2	5-High	Dare County Emergency Management	Grant Funds, NC Emergency Mgmt.	2 years	New	County-owned flood gauges installed in 12 locations, connected to Sate FIMAN system.

ANNEX B: DARE COUNTY UNINCORPORATED AREAS

Action #	Action Description	Hazard(s) Addressed	Goal & Objective Addressed	Priority	Lead Agency / Department	Potential Funding Source	Implementation Timeline	2020 Status	2020 Implementation Status Comments
DAR10	Complete a cybersecurity risk assessment from an external subject matter expert. Based on risk assessment outcomes develop and require all employees, volunteers and elected officials to complete cybersecurity awareness training before being given access to county information technology systems. Develop and offer cybersecurity awareness training for citizens. Develop and conduct cybersecurity exercises.	Terrorism, Cyber Attack	3.3	5-High	Dare County Emergency Management Dare County Information Technology	General Fund	2 years	New	Completed
DAR11	Work with all landowners including federal, state, and private to ensure proper maintenance and use of existing drainage systems to minimize impacts and reduce standing water on all property.	Hurricane & Tropical Storm, Flood, Coastal Hazards, Transportation Infrastructure Failure	1.1	7-High	Dare County Planning -- Soil and Water Conservation Board	Grants, tax or tax incentive program	1-3 years	New	on-going
Natural Resource Protection									
DAR12	Study and document sound side erosion rates and water level changes	Hurricane & Tropical Storm, Severe Weather, Coastal Hazards, Flood	3.2	3-Low	NC Division of Coastal Mgmt.	Grants, Volunteer	3-5 years	New	N/A
DAR13	Encourage the use of natural barriers over hard structure to control shoreline erosion and protect built infrastructure.	Hurricane & Tropical Storm, Flood, Coastal Hazards, Transportation Infrastructure Failure	3.3	4-Medium	Dare County Planning -- Soil and Water Conservation Board	General Fund	3-5 years	New	CCAP grant program administered yearly, increase in number of nature based project each year
DAR14	Protect natural floodplain function and resilient areas as open space to provide flood and coastal hazard risk reduction and potentially increase CRS 420 open space credit	Hurricane & Tropical Storm, Severe Weather, Coastal Hazards, Flood	3.2	4-Medium	Dare County Planning -- Soil and Water Conservation Board	General Fund	1-3 years	New	CRS open space reverified in 2021 cycle visit
Structural Projects									
DAR15	Protect transportation routes and improve traffic flow along NC 12. Improve NC 12 to a two-lane road and coordinate traffic signals.	Hurricane & Tropical Storm, Flood, Coastal Hazards	2.2	7-High	Dare County Planning, Dare County Emergency Management, NCDOT	NCDOT	1 -3 years	Carry Forward	Bridges for Hatteras Island completed 2022, NC 12 task force formed 2021
DAR16	Advocate the replacement of the Lindsey Warren (Alligator River) Bridge	Hurricane & Tropical Storm, Flood, Coastal Hazards	2.1	7-High	Dare Board of Commissioners, NCDOT	NCDOT	1 year	Carry Forward	Dare County Bd of Commissioners continues to lobby for this project.
DAR17	Prioritize and Fund Critical Drainage Projects that improve stormwater drainage and land management preparation for flooding.	Hurricane & Tropical Storm, Flood, Coastal Hazards	2.1	7-High	NCDOT, Dare County Planning, Dare Soil & Water Board	Grant Fund, local stormwater assessments	1-3 years	Carry Forward	Group saw the need to refocus this effort and reshape the action for the new plan to include northern Roanoke Island flooding and expanded "pumping plan".
DAR18	Take action on the results of the Moffit-Nicholas/ NCDOT Northern Roanoke Island drainage study.	Hurricane & Tropical Storm, Flood, Coastal Hazards, Transportation Infrastructure Failure	3.3	7-High	Dare Board of Commissioners, NCDOT	Grant Fund, local stormwater assessments	2 years	New	Federal BRIC grant submitted for funding 2021
DAR19	Complete physical security assessment at all public facilities and large crowd (500+ people) gathering venues and events. Based on results, make physical security improvements and/or implement measures to protect lives from likely threats.	Terrorism	3.3	3-Low	Dare County Emergency Management. Dare Sheriff's Office	General fund	1-3 years	New	N/A
DAR20	Improve water supply and delivery systems to save water and reduce drought impacts by eliminating breaks and leaks. Encourage drought-tolerant landscape design to reduce dependence on irrigation. Encourage permeable driveways and surfaces to reduce runoff and promote groundwater recharge.	Drought, Flood	2.1	7-High	Dare County Water Department	Water enterprise fund	3-5 years	New	Capital projects for Water Department as approved in Dare CIP.

ANNEX B: DARE COUNTY UNINCORPORATED AREAS

Action #	Action Description	Hazard(s) Addressed	Goal & Objective Addressed	Priority	Lead Agency / Department	Potential Funding Source	Implementation Timeline	2020 Status	2020 Implementation Status Comments
Emergency Services									
DAR21	Establish secondary water supplies/points for fire protection efforts.	Hurricane & Tropical Storm, Flood, Wildfire	2.2	4-Medium	Dare County Fire Marshal	Grant Funds	3-5 years	Carry Forward	Site plan review process used to ensure fire protection for new projects and additions.
DAR22	Acquire generators or other forms of redundant power supply to ensure that critical facilities and infrastructure remain operational where normal power supply is not available	All	2.2	5-High	Dare County Fire Marshal, Public Works, Emergency Mgmt.	Grant Funds	1-2 years	Carry Forward	Grant funding secured for generators
DAR23	Study and identify all key secondary roadways used by workforce that flood routinely and develop plans to mitigate flood hazards. These are transit corridors that support year-round resident populations like Colington Road, NC 345, and Kitty Hawk Road.	Hurricane & Tropical Storm, Flood, Coastal Hazards, Severe Winter Storm, Severe Weather, Tornado, Wildfire, Transportation Infrastructure Failure	2.2	5-High	NCDOT, Dare County Planning	General fund	2 years	New	Colington Road improvements underway 2022 which should provide some improvement in low spots that flood.
DAR24	Complete commodity flow study to identify hazardous materials that are routinely transported across the region.	Radiological Emergency, Hazardous Materials Incident	3.3	3-Low	Dare County Emergency Management	Grant funds	3-5 years	New	Completed by Dare Emer Mgmt.
Public Education & Awareness									
DAR25	Coordinate with NC Floodplain Mapping on public dissemination of updated floodplain maps	Hurricane & Tropical Storm, Flood, Coastal Hazards	4.2	4-Medium	NC Floodplain Mapping, Dare County Planning	General Fund	1 year	Carry Forward	Maps adopted in 2020
DAR26	Lobby State Legislators to require realtors to disclose flood zones.	Hurricane & Tropical Storm, Flood, Coastal Hazards	4.1	3-Medium	Dare County Planning	General Fund	3 years	Carry Forward	Not completed
DAR27	Maintain or increase the number of flood insurance policies in place across Dare County when new flood hazard maps become effective and many properties are reclassified as Shaded X and/or X zone no longer requiring flood insurance associated with a federally insured mortgage.	Hurricane & Tropical Storm, Flood, Coastal Hazards	3.3	5-High	Dare County Planning, Emergency Management	General Fund	1-2 years	New	Annual CRS outreach activities completed
DAR28	Expand hazardous weather awareness to include tornados and winter storms by expanding NWS partnership opportunities to include SKYWARN training and community forums	Hurricane & Tropical Storm, Extreme Heat, Flood, Coastal Hazards, Severe Winter Storm, Severe Weather, Tornado, Wildfire, Drought	1.1	6-High	National Weather Service, Dare County Emergency Management	General Fund	2 years	New	Annual public forums with NWS conducted
DAR29	Increase the use of the NWS alert feature of the County mass notification system so that residents and visitors have direct access to all issued weather alerts.	Hurricane & Tropical Storm, Extreme Heat, Flood, Coastal Hazards, Severe Winter Storm, Severe Weather, Tornado, Wildfire, Drought	1.1	6-High	Dare County Emergency Management	General Fund	1 year	New	Use of OBX Alerts continues to provide alerts to thousands of people 13,749 signed up to receive NWS warnings, 12,999 signed up for NWS watches
DAR30	Expand the "Love The Beach Respect The Ocean" beach safety campaign by expanding participation with the Chamber of Commerce, Property Managers, as well as hotel, restaurant, and beach equipment rental companies	Coastal Hazards	1.1	5-High	Dare County Emergency Management, Public Relations	General Fund	1-3 years	New	Campaign continues to be used by Dare and local towns.
DAR31	Take actions needed to ensure equipment and personnel are readily available to implement the Dare County Emergency Pumping Plan at multiple locations simultaneously.	Hurricane & Tropical Storm, Flood, Coastal Hazards, Severe Weather, Transportation Infrastructure Failure	2.2	7-High	Dare County Planning, Emergency Management, NC Forestry	General Fund, grants	1 year	New	State funding provided to purchase 8 pumps



Budget Amendment - Miss Katie Hatteras Inlet

Description

Dare County received a Shallow Draft Navigation Fund Grant in the amount of \$600,000 for dredging of Hatteras Inlet by the Miss Katie. Dare County will be responsible for up to \$200,000 in matching funds from the Hatteras Inlet Maintenance account.

Board Action Requested

Approve Budget Amendment

Item Presenter

Barton Grover, Grants & Waterways Administrator

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Inlet Maintenance</u>					
<u>Revenues:</u>					
NCDEQ-HI Maintenance-GC7767	253571	427013	00764	600,000	
<u>Expenditures:</u>					
Hatteras Island Inlet Maintenance	254571	559912		600,000	

Explanation:

Dare County received a DWR Shallow Draft grant for dredging of Hatteras Inlet by the Miss Katie during FY23. Dare County is responsible for 25% match.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



Budget Amendment - Debris Removal - Manteo Drainage Ditch System

Description

The County has been awarded funding from the North Carolina Department of Agriculture and Consumer Services - Division of Soil and Water Conservation to assist with the removal of debris within some of Manteo's drainage ditch system. The award is in the amount of \$35,710. This amendment provides a budget for the revenue and corresponding expenses associated with the debris removal.

Board Action Requested

Approve Budget Amendment

Item Presenter

Robert Outten, County Manager

DARE COUNTY

BUDGET AMENDMENT

F/Y 2022-2023

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

Revenues:

Expenditures:

Explanation:

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



Outer Banks Gun Club, Inc.

Description

The Outer Banks Gun Club requests Board approval of their Amended and Restated Declaration of Bylaws.

Board Action Requested

Board approval

Item Presenter

Robert Outten, County Manager

OUTER BANKS GUN CLUB
1521 Link Road
P. O. BOX 118
Manns Harbor, NC 27953
June 27, 2022

Vice Chairman Wally Overman
P.O. Box 1000
Manteo, NC 27984

Dear Vice Chairman Overman,

The purpose of this letter is to request the County's written consent for the Outer Banks Gun Club (the Club) to change the Club's Bylaws. This request is made pursuant to Section 19 of the County's lease agreement with the Club.

Accordingly, the Club's Board of Directors hereby requests the County's written consent to change the Bylaws by deleting the outdated and irrelevant Bylaw in Article 1.2. which states: "To support the aims, objectives, and goals of the National Rifle Association."

A copy of the entire Article 1.2 entitled: "Purposes and Powers. The purposes of the Corporation are:" is attached for reference.

Thank you for your assistance and cooperation.

Sincerely yours,



John Wilson, President, Outer Banks Gun Club

Encl.

1.2 Purposes and Powers. The purposes of the Corporation are:

- To encourage organized firearms-shooting among the citizens of the United States and residents of the State of North Carolina, and to develop greater knowledge on the part of such citizens of the safe handling of firearms as well as improved marksmanship.
- To undertake the performance of, and carry out, the acts and duties incident to the administration of the Corporation in accordance with the terms, provisions, conditions and authorization contained in these Bylaws.
- To foster sportsmanship, honesty, good fellowship, self-discipline, team play, self-reliance, and patriotism.
- To sponsor, promote and assist the development of young and inexperienced shooters in the community.
- To employ and pay for the services of attorneys, accountants and other professionals to represent the corporation as the need may arise.
- To educate and inform the general public about the benefits and responsibilities of gun ownership.
- To support the aims, objectives, and goals of the National Rifle Association.
- To have all of the common law and statutory powers of a nonprofit corporation, as well as those set out in these Bylaws, together with all the powers reasonably necessary to implement these purposes of the Corporation.

NORTH CAROLINA
DARE COUNTY

AMENDED AND RESTATED DECLARATION OF
BYLAWS

THESE AMENDED AND RESTATED BY-LAWS are made and entered into the eighth day of July, 2022 by OUTER BANKS GUN CLUB, INC. a North Carolina Non-Profit Corporation (hereinafter referred to as "Club").

RECITALS:

WHEREAS, the By-Laws of the Club, as have been amended from time to time, have been duly entered into and executed by the Secretary of the Club;

AND WHEREAS, the Club's Board of Directors determined, for good cause, that the existing By-Laws of the Club are in need of amendment;

AND WHEREAS, pursuant to Article 10.1 of the existing By-Laws, said By-Laws may be amended or repealed only by a majority affirmative vote of all members of the Club which are cast in person or by written ballot at any meeting of the members called for that purpose at which a quorum is present;

AND WHEREAS, the Board of Directors of the Club called a Special Meeting to be held July 5, 2022 for the purpose of amending the existing By-Laws by deleting the provision in Article 1.2 of the By-Laws which states: "To support the aims, objectives and goals of the National Rifle Association";

AND WHEREAS, a quorum was present at the Special Meeting;

AND WHEREAS, a motion at the Special Meeting was made and seconded to amend Article 1.2 of the By-laws by deleting the provision which states: "To support the aims, objectives and goals of the National Rifle Association;"

AND WHEREAS and a majority of the members present at the Special Meeting voted to approve the motion;

AND WHEREAS, the remaining provisions of the By-Laws shall remain in full force and effect:

NOW THEREFORE, the Club shall cause to be adopted the following revision to the existing By-Laws of the Club:

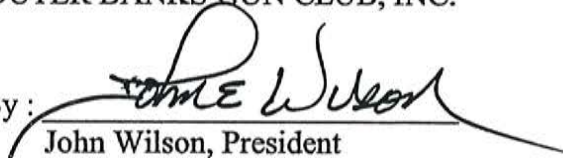
**ARTICLE I
NAME PURPOSES AND POWERS**

DELETE from Article 1.2 the following language:

- To support the aims, objectives and goals of the National Rifle Association.

Pursuant to the necessary vote of the members as prescribed by Article 10.1 of the existing By-Laws of the Club, these Amended and Restated By-Laws have been signed as set forth below by the President of Outer Banks Gun Club, Inc., this the eighth day of July 2022.


OUTER BANKS GUN CLUB, INC.

By: 
John Wilson, President

STATE OF NORTH CAROLINA
COUNTY OF DARE

I, a Notary Public for the aforementioned State and County do hereby certify that John Wilson personally appeared before me this day and acknowledged the execution of the foregoing declaration in the capacity of President of the Outer Banks Gun Club, Inc. Witness my hand and seal, this eighth day of July 2022.

My commission expires: 09/23/26


Notary Public

CRISTINA PANDI
NOTARY PUBLIC
Dare County
North Carolina
My Commission Expires Sep. 23, 2026



Commissioners' Business & Manager's/Attorney's Business

Description

Remarks and items to be presented by Commissioners and the County Manager.

Board Action Requested

Consider items presented

Item Presenter

Robert Outten, County Manager