



County of Dare

P.O. Box 1000 | Manteo, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 04, 2018

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

AGENDA

- 9:00 AM** **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Presentation of County Service Pins - September 2018
- ITEM 3** Employee of the Month
- ITEM 4** Public Comments
- ITEM 5** Proclamation - Constitution Week
- ITEM 6** Tourism Board - Long Term Restricted Fund Expenditure Request
- ITEM 7** Recommended Water Capital Projects Improvements Plan for 2019 - 2024
- ITEM 8** C&D Landfill Project
- ITEM 9** Consent Agenda
- 1. Approval of Minutes (08.20.18 & Special Meeting on Stormwater)
 - 2. Reimbursement Resolution FY 2018-2019 Capital Improvements Plan Project Financing
 - 3. DHHS, Social Services Division - Budget Amendment: Insurance and Bonds Increase
 - 4. DHHS, Social Services Division - Budget Amendment: Position Upgrade
 - 5. Resolution to Approve Sole Source Purchase - Motorola Radios
 - 6. Medical Services Contract - Detention Center
 - 7. NCDOT Utility Relocation Agreement (URA)
 - 8. Boiler Contract for DSS and Health
- ITEM 10** Board Appointments
- 1. Health and Human Services Board
 - 2. Nursing Home Community Advisory Council
 - 3. Upcoming Board Appointments
- ITEM 11** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 5:00 P.M. ON SEPTEMBER 17, 2018



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



Presentation of County Service Pins - September 2018

Description

The following employees are scheduled to receive service pins this month:

1. Margaret Lee, Administrative Specialist, 10 Year Pin
2. Marjorie Whitley, Medical Office Manager, 10 Year Pin
3. Leigh Bracy, Social Worker Supervisor, 10 Year Pin
4. Jodi Wyant, Public Health Nurse Supervisor, 15 Year Pin
5. Karen Stanberry, Income Maintenance Caseworker, 20 Year Pin
6. Bonnie Bennett, Friends of Youth Manager, 30 Year Pin

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

Presentation of County Service Pins

1. Margaret Lee, Administrative Specialist, 10 Year Pin
- Presented by Elizabeth Reilly

2. Marjorie Whitley, Medical Office Manager, 10 Year Pin
-Presented by Debbie Dutton

3. Leigh Bracy, Social Worker Supervisor, 10 Year Pin
-Presented by Chuck Lycett

4. Jodi Wyant, Public Health Nurse Supervisor, 15 Year Pin
-Presented by Debbie Dutton

5. Karen Stanberry, Income Maintenance Caseworker, 20 Year Pin
-Presented by Willer Spencer

6. Bonnie Bennett, Friends of Youth Manager, 30 Year Pin
-Presented by Tim White



Employee of the Month

Description

The Employee of the Month certificate will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Public Comments

Description

The Board of Commissioners will provide time on the agenda for Public Comments. Each regularly scheduled meeting begins with 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.

In an effort to encourage public participation, the Board accepts public comments from 2 locations - - -

- Public Comments can be made at the Commissioners Meeting Room in Manteo.
- Public Comments can be made via a video link at the Fessenden Center in Buxton.

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Proclamation - Constitution Week

Description

The Daughters of the American Revolution (DAR) initiated Constitution Week to promote the observance of the U.S. Constitution. The DAR is a patriotic organization that encourages education and historic preservation in communities across America. A Proclamation is being presented to the Board of Commissioners by the Virginia Dare Chapter of the National Society Daughters of the American Revolution.

Board Action Requested

Issue Proclamation

Item Presenter

Betty Corbin, Virginia Dare Chapter of the DAR



CONSTITUTION WEEK PROCLAMATION

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS: September 17, 2018, marks the two hundred and thirty-first anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

NOW, THEREFORE I, Robert Woodard, by virtue of the authority vested in me as Chairman of the Dare County Board of Commissioners do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County of Dare to be affixed this 4th day of September of the year of our Lord two thousand eighteen.

Robert Woodard, Chairman

Attest:

Gary Gross, Clerk to the Board



*Dare County Tourism Board Request Consent
Long Term Restricted Fund Expenditures (line item 4520)*

Description

Award a \$30,000 Natural, Historic & Cultural Grant to the Elizabethan Gardens for the Discovery Cottage & Discovery Center Outdoor Classroom. The cottage and classroom will become a valuable learning center for groups and local schools for educational activities.

Board Action Requested

Consent for Natural, Historic, and Cultural Grant award in the amount of \$30,000 to the Elizabethan Gardens

Item Presenter

Lee Nettles, Executive Director, Outer Banks Visitors Bureau



Recommended Water Capital Projects Improvements Plan for 2019 - 2024

Description

The recommended Water CIP covers seven years, 2019 through 2024. Attached are the recommended CIP, the projected ending fund balances per the Water Rate Model (extension & replacement and total), and descriptions of each proposed project.

The CIP and the rate model results in E&R and total fund balances being maintained at approximately 2017 and 2018 levels. Significant projects are: expansion of the Hatteras well field; the automated meter reading system (per the 2018 feasibility study); treatment replacement and expansion at the North RO WTP; Skyco nanofiltration units #4 & 5; replacement of the Buxton elevated tank; and a distribution system expansion in Hatteras.

Board Action Requested

Approved the recommended CIP and authorize the County Manager to execute all necessary capital project ordinances and budget amendments for FY 2019 with a report to follow.

Item Presenter

David Clawson, Finance Director & Ken Flatt, Utilities Director

County of Dare, NC
 Water Fund
 Recommended Capital Improvements Plan for FY's 2019-2025

#	Description	Source	Gross Project Amount	Fiscal Year Recommended	2019	2020	2021	2022	2023	2024	2025
Funds available:											
	Water Fund Capital Outlay				\$140,000	\$160,000	\$110,000	\$140,000	\$180,000	\$140,000	\$140,000
	NRO Membrane Reserve					175,000		130,000			
	Extension & Replacement Fund (E&R)				2,500,000	2,850,000	3,215,000	1,800,000	1,850,000	2,100,000	0
	Totals				\$2,640,000	\$3,185,000	\$3,325,000	\$2,070,000	\$2,030,000	\$2,240,000	\$140,000

Projects:											
1	CHP RO Raw Water Wells and Raw Water Main	CH WTP	\$2,000,000	2019	2,000,000						
2	Skyco Water Tower Painting & Maintenance	North Dist	\$140,000	2019	140,000						
3	Automated Meter Reading System per Feasibility Study	Distribution	\$4,600,000	2019-23	500,000	500,000	750,000	1,000,000	1,850,000		
4	NRO Plant Expansion - Replace Units #1-3 with 1.3 MGD each	NRO WTP	\$2,425,000	2020		2,425,000					
5	CHP Anion Media Replacement	CH WTP	\$100,000	2020		100,000					
6	Southern Shores Water Tower Painting & Maintenance	North Dist	\$160,000	2020		160,000					
7	NRO Arsenic Media Replacement	NRO WTP	\$350,000	2021			350,000				
8	RWS RO Units #1 & 2 Membrane Replacement	RWS WTP	\$100,000	2021			100,000				
9	CHP RO Units #1 & 2 Membrane Replacement	CH WTP	\$115,000	2021			115,000				
10	Skyco Nanofiltration Units #4 & 5 and Generator	Skyco WTP	\$1,900,000	2021			1,900,000				
11	Stumpy Point Water Tower Painting & Maintenance	North Dist	\$110,000	2021			110,000				
12	Buxton 110k Tank Replacement	South Dist	\$800,000	2022				800,000			
13	NRO RO Units #4 & 5 Membrane Replacement	NRO WTP	\$130,000	2022				130,000			
14	Buxton 400k Tank Painting & Maintenance	South Dist	\$140,000	2022				140,000			
15	Duck IMG Water Tower Painting & Maintenance	North Dist	\$180,000	2023					180,000		
16	Roanoke Island 300k Water Tower Painting & Maintenance	North Dist	\$140,000	2024						140,000	
17	Hatteras Distribution System Expansion	South Dist	\$2,100,000	2024						2,100,000	
18	Hatteras 300k Tank Painting & Maintenance	South Dist	\$140,000	2025							140,000
	Total expenditures		\$15,630,000		\$2,640,000	\$3,185,000	\$3,325,000	\$2,070,000	\$2,030,000	\$2,240,000	\$140,000

	Actuals		Estimate							
	2016	2017	2018	2019	2020	2021	2022	2023	2024	
Actual/Projected Ending E&R Balance	\$10,237,718	\$12,336,509	\$13,314,764	\$13,090,108	\$12,563,316	\$11,725,586	\$12,235,151	\$12,629,053	\$12,716,083	
Actual/Projected Total Fund Balances (Restricted, E&R and Surplus)	\$21,723,627	\$24,908,011	\$25,725,859	\$25,501,203	\$24,974,412	\$24,136,682	\$24,646,246	\$25,040,149	\$25,127,180	
Actual/Projected Revenue Bond Coverage per Rate Model	1.85	1.71	2.00	1.98	2.03	2.08	2.07	2.06	2.06	
Actual/Projected Revenue Bond Coverage w/20% of Surplus per Rate Model	3.76	3.86	4.15	4.18	4.31	4.48	4.65	4.81	4.87	
Actual/Projected Revenue Bond Coverage per Rate Model with assessments	2.03	1.87	2.18	2.15	2.19	2.25	2.24	2.23	2.22	

Dare County Financial Planning & Rate Model and CIP
Projection of Annual Fund Balances

Model v14 7/5/2018

	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Estimated</i>	<i>Proposed</i>					
	2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
<u>Restricted</u>											
Restricted Rate Stabilization/Operating Reserve											
Minimum Balance (1) per model	\$ 1,289,954	\$ 1,322,819	\$ 1,340,296	\$ 1,352,128	\$ 1,517,183	\$ 1,541,923	\$ 1,585,279	\$ 1,630,020	\$ 1,676,197	\$ 1,723,860	\$ 1,773,064
Adjust model to actual	75,509	90,652	141,647	188,710							
Additional \$1 million - Dare County Policy	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,001
Subtotal - Restricted Funds per model	\$ 2,365,463	\$ 2,413,471	\$ 2,481,943	\$ 2,540,838	\$ 2,517,183	\$ 2,541,923	\$ 2,585,279	\$ 2,630,020	\$ 2,676,197	\$ 2,723,860	\$ 2,773,065
<i>Actual Ending Restricted Reserve Balance</i>	\$ 2,365,463	\$ 2,413,471	\$ 2,481,943	\$ 2,540,838							
<u>Unrestricted</u>											
Water E&R											
Beginning Balance	\$ 7,521,306	\$ 11,054,110	\$ 10,437,718	\$ 10,237,718	\$ 12,336,509	\$ 13,314,764	\$ 13,090,108	\$ 12,563,316	\$ 11,725,586	\$ 12,235,151	\$ 12,629,053
Additions											
From Rates	803,332	803,332	437,500	1,218,693	991,746	1,492,377	1,492,377	1,492,377	1,492,377	1,492,377	1,492,377
Revenue Surplus/(Deficit)	9,249	1,169,807	1,977,065	278,327	107,675	108,626	155,904	209,592	136,073	64,483	1,562
From Assessments	468,800	446,045	428,481	408,605	394,156	395,000	390,000	384,675	384,675	384,675	384,675
System Development Fees	115,000	324,885	350,740	387,377	414,678	279,341	284,928	290,626	296,439	302,368	308,415
Adjust model to actual	2,840,125	(1,371,693)	(1,393,786)	206,998							
CIP Projects	(703,702)	(1,988,768)	(2,000,000)	(401,209)	(930,000)	(2,500,000)	(2,850,000)	(3,215,000)	(1,800,000)	(1,850,000)	(2,100,000)
Calculated Ending Balance per model	\$ 11,054,110	\$ 10,437,718	\$ 10,237,718	\$ 12,336,509	\$ 13,314,764	\$ 13,090,108	\$ 12,563,316	\$ 11,725,586	\$ 12,235,151	\$ 12,629,053	\$ 12,716,083
<i>Actual Ending Balance</i>	\$ 11,054,110	\$ 10,437,718	\$ 10,237,718	\$ 12,336,509							
Rate Stabilization/Operating Reserve											
Beginning Balance	\$ 4,130,623	\$ 5,093,667	\$ 7,038,660	\$ 9,003,966	\$ 10,030,664	\$ 9,893,912	\$ 9,869,172	\$ 9,825,817	\$ 9,781,076	\$ 9,734,899	\$ 9,687,236
Less: Minimum Reserve	(1,289,954)	(1,322,819)	(1,340,296)	(1,352,128)	(1,517,183)	(1,541,923)	(1,585,279)	(1,630,020)	(1,676,197)	(1,723,860)	(1,773,064)
Less: Transfer to E&R	-	-	-	-	-	-	-	-	-	-	-
Plus: Previous Year's Minimum Reserve	1,376,798	1,289,954	1,322,819	1,340,296	1,380,432	1,517,183	1,541,923	1,585,279	1,630,020	1,676,197	1,723,860
Adjust model to actual	876,201	1,977,858	1,982,782	1,038,531	-	-	-	-	-	-	-
Calculated Ending Balance	\$ 5,093,667	\$ 7,038,660	\$ 9,003,966	\$ 10,030,664	\$ 9,893,912	\$ 9,869,172	\$ 9,825,817	\$ 9,781,076	\$ 9,734,899	\$ 9,687,236	\$ 9,638,032
<i>Actual Ending Balance</i>	\$ 5,093,667	\$ 7,038,660	\$ 9,003,966	\$ 10,030,664							
Calculated Unrestricted Fund Balance	\$ 16,147,777	\$ 17,476,378	\$ 19,241,684	\$ 22,367,173	\$ 23,208,676	\$ 22,959,280	\$ 22,389,133	\$ 21,506,662	\$ 21,970,050	\$ 22,316,289	\$ 22,354,115
Total Fund Balances	18,513,240	19,889,849	21,723,627	24,908,011	25,725,859	25,501,203	24,974,412	24,136,682	24,646,246	25,040,149	25,127,180

(1) One-sixth of the projected O&M expenses must be kept in reserve in the Rate Stabilization/Operating Reserve Fund. Therefore, this amount must be treated as a part of the restricted fund.

County of Dare, NC
Water System Projects
Fiscal Year 2019 through Fiscal Year 2028 Capital Improvements Plan
Project Descriptions

Fiscal Year 2018- 2019 Project

Project 1: Cape Hatteras RO Wells and Raw Water Main Construction
Cost Estimate: \$2,000,000
Fiscal Year: 2019
Description/Comments: Construction of four new RO Wells and 2 ½ miles of raw water main. The Cape Hatteras RO Plant currently utilizes two RO Wells as the main raw water source. Additional wells are needed to ensure the aquifer withdrawals are spread out over a wider area. The current situation is not sustainable.

Project 2: Skyco Water Tower Maintenance
Cost Estimate: \$140,000
Fiscal Year: 2019
Description/Comments: Engineering Services and exterior painting and maintenance of elevated storage “legged” style tank.

Project 3: Automated Meter Reading System
Cost Estimate: \$4,600,000
Fiscal Years: 2019 through 2023
Description/Comments: Continued implementation of purchasing and installing drive-by automated meter reading and billing system. Will be implemented per the feasibility study performed by CDM Smith dated July 2018

Fiscal Year 2019- 2020 Projects

Project 4: NRO Plant Expansion (RO Units 1, 2, 3 Upgrade (Phase 1))
Cost Estimate: \$2,425,000
Fiscal Year: 2020
Description/Comments: Replacement of RO Units 1, 2 & 3 1.0 MGD membrane skids with new 1.3 MGD treatment skids. The project will replace 30 year old membrane treatment skids and provide an additional 900,000 GPD of production capacity. The design-build project includes engineering design, permitting and construction. The scope of work includes new pumps, motors, membranes and plant raw water piping upgrades to improve reliability.

Project 5: Cape Hatteras Anion Media Replacement
Cost Estimate: \$100,000
Fiscal Year: 2020
Description/Comments: Remove and replace 600 cubic foot of Purolite A860 anion exchange media which has been in service since 2000. The treated water from the anion is used for RO blend water.

Project 6: Southern Shores Water Tower Maintenance
Cost Estimate: \$160,000
Fiscal Year: 2020
Description/Comments: Engineering Services and exterior painting and maintenance of elevated storage “legged” style tank.

Fiscal Year 2020- 2021 Projects

Project 7: NRO Arsenic Media Replacement
Cost Estimate: \$350,000
Fiscal Year: 2021
Description/Comments: Replacement of spent first bank arsenic filter media. The media has been in service since 2005. The original GFH media is still in service and the first bank is removing 75% and the second bank 100% of the arsenic.

Project 8: RWS RO Units 1 & 2 Membrane Replacement
Cost Estimate: \$100,000
Fiscal Year: 2021
Description/Comments: Replace a quantity of 216 (8-inch) membranes on RO Units 1 & 2. Membranes have been in service since 2008.

Project 9: CHP Units 1 & 2 Membrane Replacement
Cost Estimate: \$115,000
Fiscal Year: 2021
Description/Comments: Replace a quantity of 252 (8-inch) 430 sq. ft. membranes on RO Units 1 & 2. The membranes have been in service since January 2013.

Project 10: Skyco Nanofiltration Units 4 & 5 and Generator
Cost Estimate: \$1,900,000
Fiscal Year: 2021
Description/Comments: Install remaining two nanofiltration units to replace ion-anion exchange units and stand-by diesel engine generator.

Project 11: Stumpy Pt Elevated Tank Maintenance
Cost Estimate: \$110,000
Fiscal Year: 2021
Description/Comments: Engineering services and exterior painting and maintenance of 80K spheroid elevated storage tank

Fiscal Year 2021- 2022 Projects

Project 12: Buxton 100K Tank Replacement
Cost Estimate: \$800,000
Fiscal Year: 2022
Description/Comments: Engineering Design and Construction of a Buxton 100K spheroid tank to replace 100K legged tank constructed in 1968.

Project 13: NRO Units 4 & 5 membrane replacement
Cost Estimate: \$130,000
Fiscal Year: 2022
Description/Comments: Replacement of RO Units 4 & 5 1st and 2nd stage 400 sq. ft. membranes (360). Membranes have been in service since 2013.

Project 14: Buxton 400 K Tank Maintenance
Cost Estimate: \$140,000
Fiscal Year: 2022
Description/Comments: Engineering services and exterior painting and maintenance of 400 K spheroid elevated storage tank.

Fiscal Year 2022- 2023 Projects

Project 15: Duck Water Tower Maintenance
Cost Estimate: \$180,000
Fiscal Year: 2023
Description/Comments: Engineering services and exterior painting and maintenance of 500K hydropillar elevated storage tank.

Fiscal Year 2023- 2024 Projects

Project 16: Roanoke Island 300K Water Tower Maintenance
Cost Estimate: \$140,000
Fiscal Year: 2024
Description/Comments: Engineering services and exterior painting and maintenance of 300K spheroid elevated storage tank.

Project 17: Hatteras Island Water System Expansion
Cost Estimate: \$2,100,000
Fiscal Year: 2024
Description/Comments: Water system expansion to extend water lines to streets with improved properties currently not served by the Dare County Water System. Some of the residents on these streets have previously paid the Cape Hatteras Water Association Impact Units (Impact Fees) and still do not have access to water. The project include 60,000 feet of water line to be installed along 94 streets in the Avon, Buxton, Frisco, and Hatteras service area.

Fiscal Year 2024- 2025 Projects

Project 18: Hatteras 300K Water Tower Maintenance Tank Painting
Cost Estimate: \$140,000
Fiscal Year: 2025
Description/Comments: Engineering services and exterior painting and maintenance of 300Kelevated storage tank.



C&D Landfill Project

Description

For many years concrete and other large debris items that could not be placed in our C&D landfill were piled in piles at the landfill site until it was determined how to dispose such debris. Our State inspector has said it's now time to remove that debris to an appropriate disposal site. While bidding for this type of work is not required, staff informally bid the project and Hatchell Concrete was the low bidder at a price of \$124,000.

Board Action Requested

Approve Hatchell Concrete proposal and budget amendment.

Item Presenter

Robert Outten, County Manager

HATCHELL CONCRETE, INC.

P.O. Box 2405
1002 Driftwood Drive
Manteo, NC 27954

NC LICENSED CONTRACTOR
Commercial & Residential

Phone: (252) 473-6074
Fax: (252) 473-6606
Email: hei@hatchellconcrete.com

August 15, 2018

Re: Dare County Public Works
Dare County C&D Landfill

Hatchell Concrete is pleased to offer the below quote for manpower and equipment to perform the initial cleanup of the existing mixed concrete required as part of bringing the site into compliance. The scope includes:

- Working from East to West (from motor grader to end of piles), load and haul mixed materials not suitable for disposal into landfill. This includes the "dirty concrete" with rebar and or other exposed ferrous materials. The materials will be hauled off site to a suitable location.
- Concrete not suitable for crushing, i.e. large pieces, will be loaded into trucks and transported into the bottom of the open landfill cell.
- Where existing stockpiles of "dirty concrete" have been removed, HCI will rake and break up the top 18" and leave the site in a usable condition.
- The "clean concrete" and asphalt suitable for crushing or reuse will be used to dress the site to make it usable. Any leftover usable materials will be left on site in a single stockpile area for Dare County.

We recognize time is of the essence, as such Hatchell Concrete proposes to complete the above listed work within 60 days of an Authorization to Proceed.

HCI proposes to complete this work for a **Lump Sum Price of \$124,000.**

Thank you for the opportunity to quote this work. We look forward to working with you on this important project. Please feel free to contact me with any questions.

Additional Clarifications:

1. *No off-site material is anticipated to be necessary for this work.*
2. *No third-party inspections or testing is anticipated for this work. HCI will cooperate with Dare County to schedule inspections if necessary. The cost of any inspections or testing is excluded from the above quoted price.*

Best Regards,



Derek Hatchell, President
Hatchell Concrete, Inc.

DARE COUNTY

BUDGET AMENDMENT

F/Y 2018-2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
C&D Landfill					
Revenues:					
Appropriated fund balance	203730	499900		\$125,000	
Expenditures:					
Contracted Services - concrete	204730	510700		\$125,000	

Explanation:

Appropriated fund balance at June 30, 2018 projected to be \$1,775,000; using \$125,000 of that amount.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



Consent Agenda

Description

1. Approval of Minutes (08.20.18 & Special Meeting on Stormwater)
2. Reimbursement Resolution - Fiscal Year 2018-2019 Capital Improvements Plan Project Financing
3. DHHS, Social Services Division - Budget Amendment: Insurance and Bonds Increase
4. DHHS, Social Services Division - Budget Amendment: Position Upgrade
5. Resolution to Approve Sole Source Purchase - Motorola Radios
6. Medical Services Contract - Detention Center
7. NCDOT Utility Relocation Agreement (URA)
8. Boiler Contract for DSS and Health

Board Action Requested

Approval

Item Presenter

County Manager, Robert Outten



Approval of Minutes

Description

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

Board Action Requested

Approve Previous Minutes

Item Presenter

County Manager, Robert Outten



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., August 20, 2018

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

Commissioners absent: None

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

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

Chairman Woodard called the meeting to order at 5:01 p.m. He invited Nick Hodsdon 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 can be viewed in their entirety in a video on the Dare County website –

- Reported on a well-attended special meeting of the Board held earlier today to discuss short and long term goals regarding stormwater flooding in unincorporated Dare County.
- Summarized the results of nearly \$50,000 the County has spent for Atlantic Heating and Cooling to pump 1.9 million gallons of water from flooded properties on Roanoke Island. He added that the Forest Service has helped in the effort by removing an additional 1.4 million gallons.
- The Chairman thanked County staff for assisting flooded residents including Emergency Management, Public Works, Social Services, and Public Relations.
- Report was given on a meeting with the Outer Banks Chamber of Commerce concerning economic development. A business recruitment video was played urging business owners to locate their companies in Dare County.
- Commissioner Couch was acknowledged for serving as master of ceremonies for the impressive event that was held to mark the 100th anniversary of the Mirlo rescue.

ITEM 2 – PUBLIC COMMENTS

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

The following comments were made in Manteo –

1. Manny Medeiros spoke against Dominion Power's plans for windmills off the Virginia Coast. He said this is a foolish project that is supposedly not funded by taxpayers, however, he fears that a federal grant, subsidy, or tax write off will be used to offset the cost. He noted that wind energy, whether on land or offshore is unsustainable. He called on the Board to use their greater voice to oppose this misguided effort.
2. Nick Hodsdon suggested that Commissioner names be placed on the printed agenda and captioned on the video of the meeting. He then expressed concern about the use of one-way, single use plastic, which is on the increase while the rest of the world is cutting down on it. He said we are drowning in a sea of single use plastic and described how it clogs our drainage systems and hurts wildlife.

The following comments were made in Buxton –

3. Susan west explained that she is the wife of a commercial fisherman and gave her background as a journalist and researcher interested in commercial fishing. She said the average age of commercial fishermen is increasing because young people are not entering the field. She called on the Board to revive the Working Watermens Commission and said she and Sara Mirabilio would be willing to serve on it.
4. Debbie Bozarth, a Buxton resident, said she wanted to address a leash law and the need for a dog park on Hatteras Island. She explained that there are so many dogs running loose. She noted that there are two dog parks in other areas of Dare County and told the Board that the people of Hatteras Island would benefit from a dog park so they would have a safe place for their pets to play.

ITEM 3 – REPORT ON THE MONITOR NATIONAL MARINE SANCTUARY

Superintendent David Alberg gave an update on activities planned by the agency to preserve and honor North Carolina's maritime heritage. He explained that the Sanctuary wants to enhance the community and its commercial fishing industry and not hinder it. He added that the County will be kept involved every step of the way. He reported on scholarships that his agency has provided to the Cape Hatteras Secondary School of Coastal Studies and to Bogue Sound Elementary School in Carteret County. The Superintendent also provided information about an Education & Communication Summit that NOAA will be conducting in September at Jennette's Pier in Nags Head.

ITEM 4 – REQUEST FROM THE UNITED METHODIST YOUTH CONFERENCE

Chairman Woodard presented a request from the North Carolina Youth Conference of the United Methodist Church to support a statewide ban on non-biodegradable plastic straws. He explained that during this year's Conference Session for Youth held at Methodist University in Fayetteville, North Carolina the group adopted a resolution asking coastal communities to support a ban on plastic straws. The Chairman presented a resolution in support of the youth's resolution that was read by the County Manager. During discussion of the issue, Commissioner Ross said he was not opposed to it, but expressed the need for more research because plastic straws account for a small part of the overall problem of plastic in our oceans. Commissioner House provided comprehensive statistics about the vast amount of plastic pollution that is done by Asian nations and provided information about organizations advocating for a ban. He also outlined an alternative to plastic straws and noted that this issue does not have support in Raleigh. Vice Chairman Overman commended the youth for doing what they think to be right and said we need to encourage young people to remain active. Commissioner Tobin pointed out the many things at the grocery store that are wrapped in plastic and said a plastic straw will not change the flow of garbage in our oceans. Commissioner Shea said we must all concentrate our efforts on tackling the major pollution issues first. Commissioner Couch noted that in just a few years these young people will be running the world and that this discussion will help start the conversation. After lengthy Board discussion, the following motion was made –

MOTION

Commissioner Couch motioned to adopt the resolution as presented.

Chairman Woodard seconded the motion.

VOTE: AYES: 3 (Commissioners: Woodard, Overman and Couch)

NOES: 4 (Commissioners: Shea, House, Ross and Tobin)

Motion failed in a 4 to 3 vote.

ITEM 5 – SETTLEMENT OF SINK V. DARE COUNTY

Mr. Outten informed the Board that under North Carolina law, local governments are required to pay a separation allowance until the age of 65 to law enforcement officers who retire early if they meet certain requirements. He explained a situation involving a Dare County Deputy, Leary Sink, who retired before age 65, but in the County's view did not meet the requirements of the statute. The Manager said Mr. Sink sued Dare County seeking separation allowance pay retroactive to 2012 and continuing to 2020 when he reaches age 65. It was noted that in closed session the Board gave the Manager authority to settle within certain limits. Mr. Outten reported that a settlement agreement has been reached for \$10,000 which is within the authorized limits. He added that in order to settle, the Board must approve the settlement in open session.

MOTION

Commissioners Overman and Shea motioned to approve the \$10,000 settlement.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 6-1 – PUBLIC HEARING – GOLF CARTS IN BUXTON (Att. #1)

At 6:24 p.m. the Board of Commissioners held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. Following is a summary of citizen remarks, which can be viewed in their entirety in a video on the County website –

There were no comments made in Manteo –

The following comments were made in Buxton –

1. Wanda Magness spoke in favor of allowing golf carts, which motel and hotel operators would be able to make available for their customers. She asked whether golf carts would be allowed to cross NC Highway 12.
2. Mike Finnegan expressed his support for golf carts, which he said would enhance the commercial value of Buxton, bring in revenue, and help the elderly. He said although he lives where the carts would not be permitted, he sees merits in allowing it.

Chairman Woodard closed the hearing at 6:28 p.m.

Planning Director, Donna Creef, read the list of roads proposed for golf cart operation. She clarified that they cannot cross NC Highway 12 and noted that the Sheriff has serious safety concerns. Sheriff Doughtie came to the podium to answer Commissioner questions. He said if the measure passes, it will be enforced. Commissioner Shea noted that some of the material in the packet implies that golf carts might be permissible on NC Highway 12. The County Manager explained that language can be added to specifically clarify that golf carts cannot drive on or cross NC Highway 12. National Park Service Superintendent David Hallac voiced safety concerns and the temptation that people will have to cross Highway 12 on golf carts in order to enter the Park Service’s Lighthouse District. Staff reported that the County may require cart registration, limit hours of operation, and require mandatory equipment. The Board discussed the popularity and increased use of golf carts, how other jurisdictions handle the issue, and the possibility of requiring seat belts. After discussion of the matter, it was the consensus of the Board to have the Planning Director include language to clarify that golf carts cannot travel on or cross Highway 12 and to include a boundary reference point to the north and south of Buxton Village, which resulted in the following motion - - -

MOTION

Commissioner Shea motioned to adopt the proposed revisions to Chapter 100 to allow the operation of golf cars in Buxton Village only on those streets listed in the draft language and to have the Planning Director include language to clarify that golf carts cannot travel on or cross Highway 12 and to include a boundary reference point to the north and south of Buxton Village.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 6-2 – PUBLIC HEARING – REVISIONS TO CHAPTER 99, CAMPING (Att. #2)

At 7:02 p.m. the Board of Commissioners held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. Following is a summary of citizen remarks, which can be viewed in their entirety in a video on the County website –

The following comments were made in Manteo –

1. Ryan Oden of Hatteras Village said he was opposed to the revision saying it takes away rights from property owners. He said people should be able to camp on their own property when they want to and allow their friends to do so. He said the current ordinance is not broken, so why fix it? Mr. Oden said he does not want his children to suffer the loss of their rights.

Staff noted that Joseph Farrow submitted an email on this issue to the Board.

There were no comments made in Buxton –

Chairman Woodard closed the hearing at 7:04 p.m.

Planning Director, Donna Creef, outlined the purpose of the proposed revisions and said they are not intended to deny property owners of their rights. She said she has talked with Mr. Oden about the unauthorized campground that he is operating, which could be addressed if he would make a request for a text amendment. Commissioner Shea asked if the language allows someone to live in their car. Ms. Creef explained that the proposed revision addresses that by taking out the words “living” and “residing.” It was noted that the revisions will still allow property owners and their families to camp on their own property.

MOTION

Commissioner Tobin motioned to adopt the proposed revisions to Chapter 99 of the Dare County Code as written.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 6-3 – PUBLIC HEARING – JON MIDGETT CONSTRUCTION, TEXT AMENDMENT

At 7:11 p.m. the Board of Commissioners held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. Following is a summary of citizen remarks, which can be viewed in their entirety in a video on the County website –

The following comments were made in Manteo –

1. Elizabeth Robbins read a letter from Bobby Harrell in support of the text amendment. It was stated that because of limited warehouse availability, many small service businesses are having to locate in Currituck County. It was noted that the person who would use the site is a conscientious businessman who has operated in a residential community for years without complaints.

2. Derek Stallings spoke in favor of the text amendment. As the person who worked on the interior of the building that is being discussed, he described the construction materials that were used and their favorable soundproofing qualities. He added that the structure is 500 feet away from the closest resident and asked the Board not to drive out our small businesses to Currituck County.
3. Jason Hill described the property he owns adjacent to the site and spoke against the text amendment expressing concern about noise, fuel spills and the potential harm to well points and wildlife. He said this business could be disturbing to someone in his family with dementia, the elderly in the neighborhood, and to those in the nearby campground. He said this operation could cause a lot of stress and mental anguish.
4. Jeff Wells asked the Board of Commissioners to allow him to operate his business from the location being discussed. He explained the nature of his marine repair business and said as his business has grown, it has become difficult to find affordable work space. He noted that his jobs have quick turnaround times and assured the Board that he is respectful of people.
5. John Robbins spoke in support of Jeff Wells saying he has known him for 25 years. He explained that Mr. Wells operates his business legally noting that his current neighbors have no complaints. He said spills are an enforcement issue and that noise associated with marine engines has gotten quieter compared to uses that are already allowed in the CS District. He asked the Board to help out a small business.

There were no comments made in Buxton –

Chairman Woodard closed the hearing at 7:26 p.m.

Planning Director, Donna Creef, provided background information about the CS District and introduced Elizabeth Robbins, the attorney for Jon Midgett Construction, the applicant seeking the zoning text amendment. Ms. Robbins referenced the business recruitment video that was played earlier in the meeting and said that is what this amendment is all about because this business service is needed. She explained that the requested use is not inconsistent with the currently allowed uses. She said although noise concerns are unfounded, they can be addressed thru conditions such as restricted hours of operation. Ms. Robbins noted that the proposed list of conditions are completely acceptable. Mr. Wells said his business is mostly mobile and confirmed that, if approved, he would be working inside the structure with the door closed. He described how most of his time is spent working on engines rather than running them, which he said would only involve about 5 or 10 minutes. Chairman Woodard said he could not support the request in view of the research done by the Planning Board, which was unable to come to decision being split 3 to 3. He added that he is sensitive to the concerns expressed by the adjacent neighbors.

MOTION

Commissioner Tobin motioned to amend the CS District to add small engine repairs/boat engine repairs/boat repairs to the list of conditional uses in the CS District with the specific conditions as outlined in Exhibit A and that a finding of consistency statement is adopted as part of this motion indicating that the proposed amendment is consistent with Policy LUC#5 of the 2009 Dare County Land Use Plan.

Vice Chairman Overman seconded the motion.

VOTE: AYES: 2 (Commissioners: Overman and Tobin)

NOES: 5 (Commissioners: Woodard, Shea, House, Ross, and Couch)

Motion failed in a 5 to 2 vote

ITEM 7 – CONSENT AGENDA

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

MOTION

Commissioner Shea motioned to approve the Consent Agenda:

- 1) Approval of Minutes (08.06.18) (**Att. #3**)
- 2) Memorandum of Understanding – Dare County and U.S. Fish & Wildlife Service
- 3) DHHS – Emergency Food and Shelter Budget Amendment
- 4) Update List of Deputy Finance Officers
- 5) Tax Collector's Report

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 8 – COMMISSIONERS' BUSINESS & MANAGER'S/ATTORNEY'S BUSINESS

Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety in a video on the Dare County website. Following is a brief summary outline of the items mentioned by Commissioners during this segment –

Commissioner House

- Gave the Board a report on the sudden resignation of North Carolina Marine Fisheries Commission Chairman Sammie Corbett and member Alison Willis.

Vice Chairman Overman

- Asked the Board to appoint Rob Ross to the Trillium Board to replace Jay Burrus who is retiring. He noted that Trillium would benefit from Mr. Ross' strong financial background.

MOTION

Vice Chairman Overman motioned to appoint Rob Ross to the Trillium Board to replace Jay Burrus.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

Commissioner Shea

- Commented on the effort of the Dare County Board of Commissioners to find long term and short term ways to deal with stormwater flooding in unincorporated Dare County.

Commissioner Couch

- Congratulated Dr. Reide Corbett on being named as the new Director of the Coastal Studies Institute.

Commissioner Tobin

- Gave a report from the Oregon Inlet Task Force noting that the deadline has closed for submitting responses to the Request for Proposal (RFP) for the dredge vessel planned for Dare County. He described the RFP review process, which resulted in the selection of EJE Recycling & Disposal, Inc. located in Greenville, NC. The County Manager outlined the next step in the process.

Commissioner Ross

- Expressed gratitude for the opportunity to serve on the Trillium Board.
- Gave special recognition to Animal Control Officer Paulette Freeman who took extraordinary measures to rescue a small dog in distress. He described the efforts she took to free the puppy from harm's way.
- Urged everyone to carefully consider the constitutional amendments that will be on the ballot at the upcoming election and make a well informed choice about each issue.
- Displayed a colorful and well written book from the National Association of Counties that explains to elementary school children how county government works. He said he received the publication from a colleague on the Albemarle Commission and thought it might be something appropriate for Dare County elementary schools.
- Reported that the SPCA, with assistance from the Dare County Sheriff's Office, are following up on two animal abuse cases.

MANAGER'S/ATTORNEY'S BUSINESS

1. The County Manager said the Chief of the Buxton Volunteer Fire Department has asked if the County will waive the permitting fees for their new fire station. In response to a question from Commissioner Ross, Mr. Outten said the waiver would represent approximately \$10,000. The Board discussed the merits of the request, and the following motion was made -

MOTION

Vice Chairman Overman motioned to waive the permitting fees as requested.

Commissioner House seconded the motion.

VOTE: AYES unanimous

2. Mr. Outten asked the Board to approve a Memorandum of Agreement (MOA) with Dare County municipalities regarding hurricane/disaster debris management and to authorize the Manager to execute agreements with towns that request an MOA.

MOTION

Commissioner Tobin motioned to approve debris management MOA's and authorize the Manager to execute the agreements as outlined.

Commissioner House and Commissioner Shea seconded the motion.

VOTE: AYES unanimous

- 3. The Manager outlined two resolutions in support of State financial assistance related to Hatteras Inlet and Oregon Inlet and asked that they both be approved for the Chairman’s signature.

MOTION (Att. #4 & #5)

Vice Chairman Overman motioned to approve the two resolutions as presented. Commissioner House and Commissioner Shea seconded the motion.

VOTE: AYES unanimous

- 4. Mr. Outten described a Memorandum of Understanding (MOU) with the Town of Kill Devil Hills regarding Building Inspector services and asked for Board approval.

MOTION

Commissioner House motioned to approve the MOU as requested. Commissioner Couch seconded the motion.

VOTE: AYES unanimous

- 5. The County Manager informed the Board that a demolition company will soon be moving forward to remove the Old Administration Building in downtown Manteo.

Prior to adjourning, Chairman Woodard thanked Dorothy Hester for the work that the Public Relations Department has done to produce informative videos. Ms. Hester mentioned a community awareness poster about bear proof dumpster availability in Manns Harbor. Finance Director David Clawson told the Board that the Request for Qualifications (RFQ) has been published for the Animal Shelter facilities study.

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

MOTION

Commissioner Shea motioned to adjourn the meeting. Commissioner Ross seconded the motion.

VOTE: AYES unanimous

At 8:12 p.m., the Board adjourned until 9:00 a.m., Tuesday, September 4, 2018.

Respectfully submitted,

[SEAL]

By: _____
Gary Lee Gross, Clerk to the Board

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



County of Dare

P.O. Box 1000 | Manteo, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

SPECIAL MEETING

To discuss stormwater issues in unincorporated Dare County

Dare County Administration Building, Room #168, Manteo, NC

1:00 p.m., August 20, 2018

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

Commissioners absent: None

Others present: County Manager/Attorney, Robert Outten
Deputy County Manager/Finance Director, David Clawson
NCDOT Board Member, Allen Moran
Emergency Management Director, Drew Pearson
Planning Director, Donna Creef
Soil & Water Conservationist, Ann Daisey
Public Works Director, Shanna Fullmer
Public Information Officer, Dorothy Hester
Clerk to the Board, Gary Lee Gross

ITEM 1 – WELCOME / INTRODUCTIONS

The Chairman called the meeting to order at 1:04 p.m. and welcomed a standing room only group of approx. 49 people. He performed introductions and explained the meeting's purpose.

ITEM 2 – UPDATE / RESULTS OF PUMPING ON ROANOKE ISLAND

Chairman Woodard summarized the results of nearly \$50,000 the County has spent for Atlantic Heating and Cooling to pump 1.9 million gallons of water from flooded properties on Roanoke Island. He added that the Forest Service has helped in the effort by removing an additional 1.4 million gallons. He thanked County staff for assisting flooded residents including Public Works, Emergency Management, Social Services, Public Relations and the Board of Commissioners for the proactive way everyone has stepped up to the plate. He also acknowledged the work that is being done by the Methodist and Baptist men.

ITEM 3 – NCDOT 2017 DATA

The Chairman extended a public apology to NCDOT for the strong statements that he made at a previous meeting before he knew about NCDOT's budget and allocation of resources. He clarified for the record that NCDOT has been a great partner with Dare County. Statistics were given on the percentage of ditches and culverts on state maintained roads that are cleaned each year. Residents were encouraged to maintain the culverts and ditches on their property.

A video, produced by the Dare County Public Relations Department, was played showing steps that property owners can take to help protect their homes. NCDOT Board Member Allen Moran explained that NCDOT has chosen Moffatt & Nichol, a well-respected global infrastructure advisory firm to do a study to determine the scope of the problem. A map of Roanoke Island was displayed showing drainage trouble spots. It was noted that the timeline for the study is approximately 90 to 120 days.

ITEM 4 – DISCUSSION OF DARE COUNTY ROADS

County Manager Bobby Outten provided details about NCDOT's road maintenance plan. He reported that NCDOT plans to do 39 miles of drainage ditch maintenance during fiscal year 2019. A breakdown was given on how NCDOT's maintenance budget is allocated. It was noted that the budget is set in Raleigh based on NCDOT's formula. The County Manager explained that there are 3 types of roads – 1) State maintained roads. 2) Town roads. 3) Private roads. He clarified that the legislature does not allow counties to own or maintain roads.

ITEM 5 – IDENTIFY PROBLEM AREAS IN UNINCORPORATED DARE

Attendees identified and discussed problems areas on Roanoke Island and elsewhere in Dare County including East Lake, Stumpy Point, Colington, Martins Point, and Hatteras Island. The group talked about equipment and resources that may be available to maintain ditches and culverts. Public Works reported that the County inherited a culvert cleaner from Nags Head; however, it does not have a cutter head. Mr. Moran noted that NCDOT's has part-time use of a cutter head that is shared with another division. It was suggested that Volunteer Fire Departments might be recruited to assist in cleaning out ditches and culverts. Commissioner Ross urged attendees to carefully define a reachable and realistic goal. Commissioner Shea said the problem is worsened by a layer of peat that is impenetrable for drainage. Mr. Moran reminded that we need to differentiate between storm surge and rainwater. He explained that storm surge occurs quickly and is relatively short term, while stormwater flooding occurs slowly and stays longer. He added that it might be possible for NCDOT to have a cooperative agreement with the County or a private organization for maintenance work on culverts and ditches. Planning Director Donna Creef said there are older subdivisions that do not have a stormwater system. She noted that many property owners do not have flood insurance because they thought they were safe. She clarified that the flood maps do not take into account rainwater. Ann Daisey said stormwater is the number one pollutant of our waterways and urged everyone to reduce our stormwater footprint with management practices to help reduce runoff. Chairman Woodard emphasized that the recent pumping that was done by Dare County's contractor did not dump water directly into the sounds. The County Manager added that whenever pumping is done, strict guidelines are followed and carefully monitored.

ITEM 6 & 7 – COMMISSIONER CONCERNS & ESTABLISH SHORT TERM GOALS

Following list of concerns & short term goals reflects the order in which they were mentioned -

- Need for temporary portable bathrooms and showers when properties are flooded.
- Participate in studies and work on readiness.
- Maintain the culverts and ditches once they are cleaned out by NCDOT.
- Consider acquiring pumps and hoses to react quickly rather than having to hire trucks.
- Long-term guidance needed to know where we can help without hurting someone else.
- Remove any limbs or debris from the outfall at the airport near the EOC Building.
- Determine if the carrying capacity of ditches can be improved.

- Consider whether a dry hydrant system would be beneficial.
- Determine what, if any, grants or programs may be available from FEMA.
- Moffatt & Nichol results may not be liked, but will need to be applied without emotion.
- Remember no system can adequately handle 20 inches of rain in a short period of time.
- Contaminated water is a major concern when looking at short and long-term solutions.
- Utilize a Soil & Water Intern to help with outreach material for property owners.
- Consider a video outlining best management practices for handling stormwater.
- Provide information on flood zones and the importance of flood insurance.
- Collaborate with the Towns and the National Park Service on unified messaging.
- Need for a video on steps that homeowners should take following a storm event.

ITEM 8 – ESTABLISH LONG TERM GOALS

In addition to the short-term goals that were identified, the group discussed the County's storm response plan and the importance of waiting for the Moffatt & Nichol report and then taking the proper steps to implement it.

ITEM 9 – FINAL REMARKS

Ann Daisey mentioned that some areas impose stormwater fees or drainage districts and stressed the importance of open space. Donna Creef added that proactive steps might be needed to stop people from filling in drainage ditches and perhaps funding to have a county engineer on staff. Park Superintendent David Hallac expressed concern about the Buxton area and said that NPS is focused on long-term plans around Cape Point and other areas. Mr. Moran cautioned that when the Moffatt & Nichol study comes back, cost may be a factor and funding for the solution may have to be done in bite sized chunks over a period of time. Commissioner Shea urged the group to be proactive in dealing with hurricanes and major rainfall events. Commissioner Ross echoed his comments about the importance of setting measureable goals related to stormwater flooding.

PUBLIC COMMENTS - - -

1. Tina Bradley reminded that tourists do not want to walk through water with feces. She said the ditches have not been cleaned for 20 years or more and suggested we withhold money from the State until it is done. Ms. Bradley said a moratorium on clear cutting of lots may be needed and that there should be consequences for those who cover up ditches. She expressed willingness to serve on a citizens advisory committee.
2. Virginia Tillett Identified specific areas on the west side of Roanoke Island that she said were about as bad as the north end including Fernando Street, California Street, Elsie Daniels Road, and Bowsertown Road. She said flooded conditions prevented senior citizens from getting out
3. Robin Frazier identified a private road near her residence in Colington and asked if it could be put on the Moffatt & Nichol study. Mr. Moran outlined the scope of the survey and Planning Director Donna Creef indicated that she will follow-up in addressing Ms. Frazier's concern.

4. Tom Higgins expressed gratitude for the pump trucks that Dare County provided. He raised concern about the dry pond issues for the Brakewood community. He said with one more storm his property will once again be under water. He identified specific properties in his neighborhood that are vulnerable and noted that the outflows appear to be stagnant. The County Manager said perhaps there is something that can be done to create a holding basin for water.
5. John Finelli said we have to be careful cleaning out ditches without having a place for the water to go. He noted that building a stormwater system for this County would be very expensive and difficult to maintain. He encouraged the County to get pumps and hoses to address the problem cautioning that water should not be dumped directly into the sound.
6. Linda Dunnigan thanked the Board for stepping up to address the problem. She said the back end of her subdivision on Meekins Drive does not have proper drainage and asked what, if anything, is going to be done to the Highway 64 corridor. She expressed willingness to serve on a committee to address this issue.
7. Margarett Umphlett described flooding conditions that continue to exist at her property on Holly Ridge Road and asked if the County is going to continue to providing pumping. She said if the County had their own pumps, it would be money well spent because having the proper equipment on hand is a great idea.
8. J.B. Head thanked Dare County saying without your efforts he would still be pumping water. He described how the flooding has hurt him. He noted that his Home Owners Association has made Chrissy Simmons their representative on this issue. Mr. Head suggested that 24 to 36 hours would be a good timeline for the removal of stormwater.

Chairman Woodard thanked attendees and the public for attending the meeting and providing constructive input. He said the Board of Commissioners is working diligently to take appropriate and swift action and indicated that group will meet again at 1:00 p.m. on Monday, October 1, 2018 to follow-up on this important issue.

There be no further business, the group adjourned the Special Meeting at 3:31 p.m.

Respectfully submitted,

[SEAL]

By: _____
Gary Lee Gross, Clerk to the Board

APPROVED: _____
Robert Woodard, Chairman



Reimbursement Resolution - Fiscal Year 2018-2019 Capital Improvements Plan Project Financing

Description

The 2018-2019 capital improvements plan includes a debt issuance of \$1,266,611 to finance the purchase of portable radios and a skid boom and roll-off truck (projects #6, #8, and #11). Adoption of the attached resolution will allow the County to be reimbursed from the proceeds of the financing for those items that need to be purchased prior to the placement of the financing.

Board Action Requested

Adopt reimbursement resolution

Item Presenter

None

Resolution No. _____

REIMBURSEMENT RESOLUTION – FISCAL YEAR 2018-2019 CAPITAL IMPROVEMENTS PLAN PROJECT FINANCING

WHEREAS, the County Manager and the Finance Officer have described to the Board of Commissioners the desirability of adopting a resolution, as provided under federal tax law, to facilitate the County’s use of financing proceeds to restore County funds when the County makes capital expenditures prior to closing on a bond issue or other financing;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Dare, North Carolina as follows:

Section 1. *Official Declaration of Intent.* The County presently intends, and reasonably expects, to reimburse itself for the original expenditures incurred and paid by the County on or after the date occurring 60 days prior to the date of adoption of this resolution from a portion of the proceeds of the obligations. The County reasonably expects to execute and deliver the obligations to finance all or a portion of the costs of the project and the maximum principal amount of obligations expected to be executed and delivered by County to pay for all or a portion of the costs of the project is \$1,266,611.

Section 2. *Compliance with Regulations.* The County adopts this resolution as a declaration of official intent under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the County’s intent to reimburse itself for the original expenditures from proceeds of the obligations.

Section 3. *Itemization of Capital Expenditures.* The Finance Director of the County is hereby authorized, directed and designated to act on behalf of the County in determining and itemizing all of the original expenditures incurred and paid by the County in connection with the project during the period commencing on the date occurring 60 days prior to the date of adoption of this resolution and ending on the date of execution and delivery of the obligations.

Section 4. *Effective Date.* This resolution shall become effective immediately upon the date of its adoption.

Adopted this 4th day of September, 2018.

Chairman, Board of County Commissioners

[SEAL]

COUNTY OF DARE, NORTH CAROLINA

Clerk to the Board



DHHS - Social Services Division Budget Amendment - Insurance and Bonds Increase

Description

In 2017 Senate Law 2017-57 section 11H.22.(f) Article 2 of Chapter 108A of the General Statutes regarding the recoupment of overpayments from a county responsible for the erroneous issuance of Medicaid and North Carolina Health Choice benefits was amended. Specifically, the county department of social services shall be financially responsible for the erroneous issuance of Medicaid benefits and Medicaid claims payments and the amount charged back to the county for erroneous payments of claims shall be the State and federal shares of all erroneous payments. This is to budget for the Medicaid Eligibility Determination Professional Liability Insurance and the associated revenue. The Medicaid Eligibility Determination Professional Liability Insurance provides coverage for the county should it be faced with a Medicaid recoupment. There is no effect on county dollars.

Board Action Requested

Approve amendment.

Item Presenter

n/a

DARE COUNTY

BUDGET AMENDMENT

F/Y 2018/2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
St & Fed Aid - Admin	103026	423001		5,850	
 <u>Expenditures:</u>					
Insurance & bonds	104610	525400		5,850	

Explanation:

In 2017 Senate Law 2017-57 section 11H.22.(f) Article 2 of Chapter 108A of the General Statutes regarding the recoupment of overpayments from a county responsible for the erroneous issuance of Medicaid and North Carolina Health Choice benefits was amended. Specifically, the county department of social services shall be financially responsible for the erroneous issuance of Medicaid benefits and Medicaid claims payments and the amount charged back to the county for erroneous payments of claims shall be the State and federal shares of all erroneous payments.

This is to budget for the Medicaid Eligibility Determination Professional Liability Insurance and the associated revenue. The Medicaid Eligibility Determination Professional Liability Insurance provides coverage for the county should it be faced with a Medicaid recoupment. There is no effect on county dollars.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

The Snowden Company, LLC
terriesnowden@sc.rr.com
PO Box 5319
Florence, SC 29502
866-502-6152

August 16, 2018

Mr. Jay Burrus
Dare County Human Services Director
Manteo, NC

RE: Dare County Department of Human Services
Medicaid Eligibility Determination Service

Dear Jay:

Thank you for asking me to investigate this coverage for Dare County Health and Human Services. I appreciate this opportunity.

I am pleased to offer the following indication for Medicaid Eligibility Determination Professional Liability Insurance with Landmark American Insurance Company.

Carrier: Landmark American Insurance Company (A.M. Best rating: A+ XIV and S&P rating: A+)

Insured: DARE COUNTY HUMAN SERVICES DIVISION OF SOCIALSERVICES
MANTEO, NC

Professional Services: MEDICAID ELIGIBILITY DETERMINATION ONLY

Policy Dates: September 1, 2018 to September 1, 2019

Form: RSG 51033 0118 Miscellaneous Professional Liability Coverage
Form Claims Made and Reported Basis - Broad

Retroactive Date: Policy Inception

Each Claim Limit: \$1,000,000

Aggregate Limit: \$2,000,000

Deductible

Per Claim: \$5,000 Applies to Indemnity and Expense

Policy Attachments

- RSG 56001 0903 Additional Exclusions Endorsement
- RSG 56093 0405 Coverage Limitation Endorsement
- RSG 56097 0405 Cross Policy Exclusion
- RSG 56024 0903 Designated Operations Exclusion Endorsement

- RSG 54025 0405 Minimum Retained Premium
- RSG 99087 0106 North Carolina Surplus Lines Disclosure Notice
- RSG 56058 0903 Nuclear Energy Liability Exclusion
- RSG 94022 0407 Service Of Suit
- RSG 56121 0216 Violation of Consumer Protection Laws Exclusion

Terms and Conditions

- Claim Expenses are within the Limits of Liability
- Extended Reporting Period Options: 12, 24, or 36 months for an additional premium not to exceed 100%, 150%, or 175% of the annual / policy premium

Additional Information Required

PRIOR TO BINDING COVERAGE, WE WILL NEED THE FOLLOWING:

- RSUI Miscellaneous E&O Application fully completed, signed & dated.

Premium	\$ 5,000.00
Broker Fee	\$ 500.00 Fully retained at inception
NC State Tax	\$ 250.00
NC Stamping Fee	\$ 100.00
Total Gross Amount	\$ 5,850.00

25% Minimum Earned Premium: \$1250

This Quote is valid for 30 days or current policy expiration date.

Again, thank you so much for this opportunity. I'd like to take a few minutes next Friday to discuss this further with you after my presentation. I look to working with other Consolidated agencies to help protect their financial interests.

With kindest regards,

Terrie Snowden, CPCU

Attachments



Jay Burrus <burrusj@dcdss.org>

Medicaid Determination Proposal

1 message

Terrie Snowden <terriesnowden@sc.rr.com>

To: Jay Burrus <burrusj@dcdss.org>

Thu, Aug 16, 2018 at 5:44 PM

Hi Jay, I'm sorry that I have not gotten this to you earlier. Some days are not my own, which is sometimes a good thing. I look forward to being with you all next Friday in Atlantic Beach.


Attached please find the proposal for the Medicaid eligibility determination. Because your premium is so low, they were not willing to offer a higher deductible as requested. I think you will be very please what has been offered.

I'd like to discuss this with you after my presentation next week. Let me know if you have any questions before then. See you next Friday

Thank you again for this opportunity.

Terrie

866-502-6152

2 attachments **Attachments.pdf**
90K **August 16, 2018 Proposal- Landmark.docx**
20K

*This Form Provides Claims-Made Coverage.
Please Read The Entire Form Completely.*

MISCELLANEOUS PROFESSIONAL LIABILITY COVERAGE FORM CLAIMS MADE AND REPORTED BASIS – BROAD FORM

Throughout this document, the word "Insured" means any person or entity qualified as such under **Part I. E. Covered Persons and Entities**. The word "Company" refers to the Company providing the insurance shown on the Declarations.

Other words and phrases that appear in **bold** have special meaning. Refer to **Part III. Definitions**.

Part I. Insuring Agreement

A. Covered Services

The Company will pay on behalf of the Insured, as shown in the Declarations, all sums that the Insured becomes legally obligated to pay as **Damages** and associated **Claim Expenses** arising out of a negligent act, error or omission, **Advertising Liability** or **Personal Injury**, even if the **Claim** asserted is groundless, false or fraudulent, in the rendering of or failure to render professional services as described in the Declarations, provided that the:

1. **Claim** is first made against the Insured during the **Policy Period**, and reported to the Company no later than sixty (60) days after the end of the **Policy Period**;
2. Negligent act, error or omission, **Advertising Liability** or **Personal Injury** took place in a covered territory;
3. Negligent act, error or omission, **Advertising Liability** or **Personal Injury** took place after the **Retroactive Date** as shown in the Declarations.

B. Defense and Settlement

The Company will have the right and duty to defend any **Claim** against an Insured seeking **Damages** to which this policy applies, even if any of the allegations of the **Claim** are groundless, false or fraudulent. The Company's right and duty to defend any **Claim** shall end when the Company's Limit of Liability has been exhausted by payment of **Damages** and/or **Claim Expenses**, or has been tendered to the Insured or to a court of competent jurisdiction.

The Company shall not settle any **Claim** without the Insured's written consent. The Insured shall not admit any liability for or settle any **Claim** or incur any costs, charges or expenses without the written consent of the Company.

C. Policy Limits

Regardless of the number of persons or entities insured or included in **Part I. E. Covered Persons and Entities**, or the number of claimants or **Claims** made against the Insured:

1. The maximum liability of the Company for **Damages** and **Claim Expenses** resulting from each **Claim** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as each **Claim**;
2. The maximum liability of the Company for all **Damages** and **Claim Expenses** as a result of all **Claims** first made against the Insured during the **Policy Period** and the Extended Reporting Period, if purchased, shall not exceed the amount shown in the Declarations as Aggregate.

The Company shall not be obligated to pay any **Claim** for **Damages** or defend any **Claim** after the applicable Limit of Liability has been exhausted by payment of judgments, settlements, **Claim Expenses** or any combination thereof. **Claim Expenses** are part of and not in addition to the applicable Limits of Liability. Payment of **Claim Expenses** by the Company reduces the applicable Limits of Liability.

The inclusion of more than one Insured, or the making of **Claims** by more than one person or organization, does not increase the Company's Limit of Liability. All **Claims** arising out of a single negligent act, error or omission, or a series of related negligent acts, errors or omissions by one or more Insureds shall be treated as a single **Claim** for all purposes of this policy. All **Claims** shall be deemed first made when the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period** and all such **Claims** shall be subject to the same Each Claim Limit of Liability during that **Policy Period**.

D. Deductible Provisions

The deductible amount shown in the Declarations which shall be paid by the Insured, applies to each **Claim** and includes **Damages** or **Claim Expenses**, whether or not a loss payment is made. If the deductible amount is initially paid by the Company, the Named Insured shall reimburse the amount paid within thirty (30) days, upon written request of the Company.

E. Covered Persons and Entities

1. Named Insured as shown in the Declarations, and if the Named Insured is an individual, his or her spouse, or domestic partner, but only with respect to the professional services rendered by or on behalf of the Named Insured;
2. Any present or former principal, partner, officer, director, employee, leased or temporary employee, volunteer, or independent contractor of the Named Insured, but only as respects professional services rendered on behalf of the Named Insured;
3. Heirs, Executors, Administrators, and in the event of an Insured's death, incapacity or bankruptcy, legal representatives of any Insured, but only with respect to professional services rendered prior to such Insured's death, incapacity or bankruptcy;
4. Any organization the Named Insured newly acquires or forms, but only for ninety (90) days and subject to the Company's written acceptance. This provision applies to any principal, partner, officer, director, employee, leased or temporary employee, volunteer, or independent contractor of such newly acquired or formed organization, subject to the above described written acceptance in the form of an endorsement issued by the Company to form a part of this policy.

A premium adjustment or revision of limits, deductible or coverage may be required by the Company as a result of any such change.

F. Covered Territory

This policy applies to covered **Claims** arising out of negligent acts, errors or omissions, **Advertising Liability** or **Personal Injury** committed anywhere in the world. However, the policy does not provide coverage for **Claims** made against the Insured in countries where the United States of America has declared or imposed a trade embargo or sanctions, or in countries where the United States of America does not maintain diplomatic relations.

G. Extended Reporting Period

If the policy is not renewed for any reason, or is cancelled for any reason other than for nonpayment of premium or deductible (whether cancelled by the Company or by the Named Insured), the Named Insured as shown in the Declarations, has the right to purchase, within sixty (60) days of policy termination, an extension of the coverage granted by this policy. This reporting period extension shall remain in force for a period of either twelve (12), twenty-four (24) or thirty-six (36) months after the policy terminates, but only for **Claims** resulting from negligent acts, errors or omissions, **Advertising Liability** or **Personal Injury** committed before the effective date of the cancellation or nonrenewal, and otherwise covered by this policy. Increased premiums or deductibles or modifications of coverage terms or conditions upon renewal do not constitute cancellation or nonrenewal.

The premium for this Extended Reporting Period will not exceed one hundred percent (100%) for twelve months, one hundred fifty percent (150%) for twenty-four months or one hundred seventy-five percent (175%) for thirty-six months of the full annual premium set forth in the Declarations and any attached endorsements, and must be elected and paid within sixty (60) days after the effective date of the policy's

termination. Such additional premium is deemed fully earned immediately upon the inception of the Extended Reporting Period.

The Extended Reporting Period is added by endorsement and, once endorsed, cannot be cancelled. The Extended Reporting Period does not reinstate or increase the Limits of Liability. The Company's Limits of Liability during the Extended Reporting Period are part of, and not in addition to, the Company's Limits of Liability stated in the Declarations.

H. Supplementary Coverages

It is agreed that any and all payments made for the following is included within, and shall not be in addition to, the Policy Limits as described in this Policy.

The Company will provide for the defense of any complaint, investigation or other action (**Claim Expenses** only) first brought against an Insured during the **Policy Period** by any licensing board, disciplinary board, peer review committee, or similar entity, alleging professional misconduct or violation of the rules of professional conduct that occurred after the Policy's **Retroactive Date** and that arises out of the Insured's performance of professional services as described in the Declarations. The Company's obligation to pay **Claim Expenses** to defend an Insured under this supplementary coverage is subject to a sub-Limit of Liability in an aggregate amount of \$25,000. **Damages** are not covered by this supplementary coverage.

This sub-Limit of Liability is the maximum amount payable under this provision for the **Policy Period**, regardless of the number of disciplinary proceedings first commenced during the **Policy Period** or the number of Insureds subject to disciplinary proceedings. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

The Company will pay reasonable expenses incurred by the Insured at the Company's request to assist in the investigation of the **Claim** or defense of the suit, including actual loss of earnings up to \$500 a day for each Insured because of time off from work, subject to an aggregate amount of \$5,000 for each individual Insured for each **Claim**, not to exceed an aggregate amount of \$10,000 per **Policy Period**. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

Part II. Exclusions

This policy does not apply to any **Claim** or **Claim Expenses** based upon or arising out of:

- A. Actual dishonest, fraudulent, criminal, intentionally wrongful or malicious act, error, or omission committed by any Insured. However, this Exclusion shall not apply unless the dishonest, fraudulent, criminal, intentionally wrongful or malicious act, error, or omission is established or proven by:
 - 1. an admission by any insured; or
 - 2. a finding, determination, or ruling order or judgment in a judicial, administrative or arbitration proceeding.

However, nothing in the foregoing shall exclude coverage for any other Insured who has neither ratified, nor participated in committing, nor personally acquiesced in, nor remained passive after having personal knowledge of such act or omission.

- B. **Bodily Injury** or **Property Damage**, however this exclusion does not apply to **Bodily Injury** or **Property Damage Claims** or related **Claim Expenses** arising out of the professional services as described in the Declarations.
- C. Infringement of copyright, patent, trademark, trade name, trade dress, service mark, title or slogan.
- D. Any business enterprise not named in the Declarations which is owned, controlled, operated or managed by any Insured.
- E. A **Claim** by one Insured under this policy against another Insured under this policy.
- F. Any violation of the Federal Securities Act of 1933 or Securities Exchange Act of 1934 or any other Federal or State securities law or any amendments thereof or additions thereto, or rules or regulations

promulgated thereunder.

- G. Any obligation or liability assumed by the Insured under any contract or any oral or written agreement, unless liability would have attached in the absence of such a contract or agreement.
- H. Violation of any provisions of the Employee Retirement Income Security Act of 1974, or any amendment, regulation, ruling or order issued pursuant to that Act.
- I. Breach of express or implied warranty or guarantee.
- J. An alleged act, error or omission, **Advertising Liability** or **Personal Injury**, or circumstance likely to give rise to a **Claim** that an Insured had knowledge of prior to the effective date of this policy. This exclusion includes, but is not limited to, any prior **Claim** or possible **Claim** referenced in the Insured's application.
- K. False advertising or misrepresentation in advertising, but only regarding intentionally false, misleading, deceptive, fraudulent or misrepresenting statements in advertising the Insured's own product or service.
- L. Liability of any person or entity, or any Company of such person or entity, under any workers' compensation, unemployment compensation, employer's liability, disability, or other similar law.
- M. Regulatory authority or administrative actions brought by a federal, state or local governmental entity including, but not limited to: any actions, decisions, orders or proceedings by the Federal Trade Commission, Federal Communications Commission or any other federal, state or local governmental agency.

However, this exclusion does not apply to **Claims Expenses** incurred solely in the defense of any **Claim** made during the **Policy Period** that arises out of any **Regulatory Action** brought by any federal, state or local governmental entity provided that the **Claim** arises from the rendering or failure to render professional services as described in the Declarations. However, coverage for **Claim Expenses** is limited to an annual aggregate sub-limit amount of \$25,000.

Additionally, this **Regulatory Action** sub-limit amount for **Claims Expenses** shall reduce and is not in addition to the available Limits of Liability as stated in the Declarations. Once this **Regulatory Action** sub-limit for **Claims Expenses** is exhausted, no further coverage for **Regulatory Action** is afforded. There will be no deductible for payments made under this provision, and any such payments are a part of, and not in addition to, the Company's Limits of Liability as described in the Declarations.

- N. The insolvency or bankruptcy of an Insured or of any other person, firm or organization.
- O.
 1. Refusal to employ;
 2. Termination of employment;
 3. Coercion, demotion, performance evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, retaliation or other employment related practices, procedures, policies, acts or omissions;
 4. Consequential **Bodily Injury** or **Personal Injury** as a result of O. (1) through (3) above.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share **Damages** with or to repay someone else who must pay **Damages** because of the injury.

It is further agreed that no coverage shall apply under this policy to any **Claim** brought by or against any spouse, child, parent, brother or sister of the Insured or any other person. The Company shall not have a duty to defend any **Claim**, suit, arbitration or any other form of trial court proceeding.

- P.
 1. The actual, alleged or threatened presence, discharge, dispersal, seepage, migration, release or escape of **Pollutants** or asbestos;
 2. The failure to discover or disclose the existence or amount of **Pollutants** or asbestos;
 3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with P. (1.) or (2.) above;
 4. Any request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or, in any way respond to or assess the effects of **Pollutants** or asbestos;

-
5. Any **Claim** or suit by or on behalf of a governmental authority for **Damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or, in any way, responding to, or assessing the effect of **Pollutants** or asbestos.
 - Q. Or involving the ownership, maintenance, use (including operation, loading and unloading), or entrustment to others of any aircraft, automobile, motor vehicle, mobile vehicles or watercraft owned or operated by or rented or loaned to any insured. Use includes operation, loading and unloading.

Part III. Definitions

- A. **Advertising Liability** means injury arising out of one or more of the following offenses:
 1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 2. Oral or written publication of material that violates a person's right of privacy;
 3. Misappropriation of advertising ideas or style of doing business.
- B. **Bodily Injury** means physical or mental harm, mental anguish, emotional distress, sickness or disease sustained by a person, including death resulting from any of these at any time.
- C. **Claim** means a written demand for monetary or non-monetary relief received by the Insured during the **Policy Period**, including the service of suit, or the institution of an arbitration proceeding. Additionally, **Claims** that arise from an incident, occurrence or offense first reported by the Insured during the **Policy Period** and accepted by the Company in accordance with **Part IV. A. Notice of Claim** will be considered a **Claim** first made during the **Policy Period**.
- D. **Claim Expense** means expenses incurred by the Company or the Insured with the Company's consent in the investigation, adjustment, negotiation, arbitration, mediation and defense of covered **Claims**, whether paid by the Company or the Insured with the Company's consent, and include:
 1. Attorney fees;
 2. Costs taxed against the Insured in any **Claim** defended by the Company;
 3. Interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Liability;
 4. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the available applicable policy limit, and only if said **Claims** are covered by the policy;
 5. Reasonable expenses incurred by the Insured at the Company's request other than:
 - a. Loss of earnings;
 - b. Salaries or other compensation paid to the Insured or any employee of the Insured.
- E. **Damages** means monetary judgment, award or settlement, including punitive or exemplary damages, except damages for which insurance is prohibited by law. **Damages** does not include disputes over fees, deposits, commissions or charges for goods or services.
- F. **Policy Period** means the period of time stated in the Declarations, or any shorter period resulting from policy cancellation or amendment to the policy.
- G. **Personal Injury** means injury, other than **Bodily Injury**, arising out of one or more of the following offenses:
 1. False arrest, detention or imprisonment;
 2. Malicious prosecution;
 3. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization

or disparages a person's or organization's goods, products or services;

5. Oral or written publication, in any manner, of material that violates a person's right of privacy.
- H. **Property Damage** means injury to tangible property, including all resulting loss of use of that property, or loss of use of tangible property that is not physically injured.
- I. **Regulatory Action** means a request for information, civil investigation, civil proceedings or any breach or violation of any federal, state or local statutes and regulations associated with the control and use of personally identifiable financial or medical information.
- J. **Retroactive Date** means the date stated in the Declarations on or after which any alleged or actual negligent act, error or omission, **Advertising Liability** or **Personal Injury** must have first taken place in order to be considered for coverage under this policy.
- K. **Pollutants** means any solid, liquid, gaseous or thermal irritant, contaminant or toxin, whether live or inanimate; including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals, silica, lead, lead compounds or materials containing lead, asbestos, asbestos compounds or materials containing asbestos, radon, waste or any like substances. Waste includes materials to be recycled, reconditioned or reclaimed.

Part IV. Conditions

A. Notice of Claim

The Insured must notify the Company as soon as practicable when any Principal, Partner, Director, Officer, Risk Manager, Chief Executive Officer, In-house Counsel or equivalent position becomes aware of an incident, occurrence or offense that may reasonably be expected to result in a **Claim**. Where notice to the Company of such incidents, occurrences or offenses has been acknowledged as adequate by the Company in writing, subsequent **Claims** derived from such incidents, occurrences or offenses will be deemed as first made at the time the incident, occurrence or offense giving rise to such **Claim** was first provided. The Insured also must immediately send copies to the Company of any demands, notices, summonses or legal papers received in connection with any **Claim**, and must authorize the Company to obtain records and other information. Please send all claim information to:

Attention: **Claims Dept.**
RSUI Group, Inc.
945 East Paces Ferry Road, Suite 1800
Atlanta, Georgia 30326-1160
Or Via Email:
reportclaims@rsui.com

B. Prohibition of Voluntary Payments and Settlements

With respect to any **Claim** covered under this policy, the Insured will not make payment, admit liability, settle **Claims**, assume any obligation, agree to arbitration or any other means of resolution of any dispute, waive any rights or incur **Claim Expenses** without prior written Company approval, except at the Insured's own cost.

C. Cooperation

The Insured will cooperate with the Company in the conduct of a **Claim** and, upon the Company's request, submit to examination and interrogation by the Company representative, under oath if required, and will attend hearings and trials and assist in affecting settlements, securing and giving evidence, and obtaining the attendance of witnesses.

D. Notice of Cancellation and Nonrenewal

The Named Insured may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.

For other than nonpayment of premium or deductible, the Company will give the Named Insured sixty (60) days written notice prior to cancellation or nonrenewal of this policy by mailing or delivering the notice to the first Named Insured's last known mailing address. If the Company cancels the policy due to the Named Insured's failure to pay a premium or deductible when due, this policy may be cancelled by the Company giving not less than ten (10) days written notice of cancellation.

The cancellation notice will state the effective date of the cancellation and the policy will terminate on that date. If cancelled by the Company, the earned premium will be computed pro-rata. If cancelled by the Insured, the earned premium will be computed short rate.

E. Premium and Audit

Premium for this coverage is computed in accordance with the Company's rules and rates. Any premium shown as advance premium may be a deposit premium only. If the premium is a deposit premium, at the close of each audit period, the Company will compute the earned premium for that period. Audit premiums are due and payable upon notice.

The Company may examine and audit the Insured's books and records at any time during the **Policy Period** and within three years after the final termination of this policy, as far as they relate to the subject matter of this policy.

The first Named Insured, as shown in the Declarations, must keep records of information the Company will need for premium computation and, upon request, must send the Company copies of the information.

F. Authorization

The first Named Insured listed in the Declarations agrees to act as the Named Insured with respect to giving and receiving of all notices, exercising the Extended Reporting Period option, canceling the policy, paying all premiums and deductibles and receiving any return premiums that may become due.

G. Change

This policy contains all of the agreements concerning the insurance provided. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with the Company's consent. The policy terms can be amended or waived only by endorsement issued by the Company, and made a part of this policy.

H. Subrogation

In the event of any **Claim** under this policy, the Company will be subrogated to all the Insureds' rights of recovery against any person or organization, and the Insured will execute and deliver instruments and papers, and do whatever else is necessary to secure such rights. The Insured will do nothing after the loss to prejudice such rights.

I. Other Insurance

This policy will be excess over, and will not contribute with, any other existing insurance, unless such other insurance is specifically written to be excess of this policy.

If it is determined that both this insurance and other insurance or self insurance apply to any **Claim** on the same basis, whether primary, excess or contingent, the Company will not be liable under this policy for a greater proportion of the **Damages** or **Claim Expenses** than the applicable Limit of Liability under the policy for such **Damages** bears to the total applicable Limit of Liability of all other insurance or self insurance, whether or not collectible against such **Claims**.

J. Actions Against the Insurer

No action will be taken against the Company unless, as a condition precedent, the Insured is in full compliance with all of the terms of this policy and until the amount of the Insured's obligations to pay shall have been finally determined, either by judgment against the Insured after actual trial, or by written agreement of the Insured, the claimant and the Company.

K. Non-Transferability

The Insured's rights and duties under this policy may not be transferred without the written consent of the Company.

L. Coverage in Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate does not relieve the Company of its obligations under this policy.

M. False or Fraudulent Claims

If an Insured knowingly makes any **Claim** that is false or fraudulent, this insurance shall become void and entitlement to coverage for all **Claims** shall be forfeited.

N. Application

The Insured agrees that the statements in the application are personal representations, that they shall be deemed material and that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Insured and the Company, or any of its agents, relating to this insurance. The signed application, and any attachments thereto, submitted in connection with this Policy are incorporated herein and constitute a part of this Policy.

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL EXCLUSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

In consideration of the premium charged, it is agreed that **Part II. Exclusions** is amended to include the following:

- S. Any gain, profit or advantage to which the insured is not legally entitled.
- T. Advising, failure to advise, provide, require, obtain or maintain any form of bond, suretyship, or insurance.
- U. Commingling, conversion, misappropriation or defalcation of funds or other property.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

This Endorsement Changes The Policy. Please Read It Carefully.

COVERAGE LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

In consideration of the premium charged, it is agreed that the insurance provided by this policy does not apply to any **Claim** or **Claim Expenses** for liability arising out of any operation of the Named Insured other than those operations as described on the Declarations Page.

It is further agreed that for any **Claim** made or suit brought which is excluded under the terms of this endorsement, the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, adjustment or attorney fees arising out of such **Claims**.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

This Endorsement Changes The Policy. Please Read It Carefully.

DESIGNATED OPERATIONS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

In consideration of the premium charged, it is understood and agreed that the **EXCLUSIONS** are amended by adding the following:

Designated Operations:

All other services of the Named Insured.

This insurance does not apply to an act, error, omission, **Advertising Liability** or **Personal Injury** arising out of the rendering or failure to render Professional Services for the operations listed above.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

This Endorsement Changes The Policy. Please Read It Carefully.

MINIMUM RETAINED PREMIUM

This endorsement modifies insurance provided under the following:

In the event of cancellation of this policy by the Insured, return premium shall be computed at .90 of the pro rata unearned policy premium, subject however to a retention by the company of not less than \$.

Nothing in this endorsement is deemed to affect the Company's cancellation rights which remain as indicated in the coverage form.

It is further agreed that return premium may be allowed on a pro rata basis if cancelled for non payment of premium or deductible, subject however to retention by the company of the minimum retained premium as shown above.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

RSG 54025 0405

IMPORTANT NOTICE

NORTH CAROLINA SURPLUS LINES DISCLOSURE NOTICE

The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.

This Endorsement Changes The Policy. Please Read It Carefully.

NUCLEAR ENERGY LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

This policy does not apply;

- a. **Under any Liability Coverage**, to bodily injury or property damage;
 - (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Associates of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
- b. **Under any Medical Payments Coverage** or any Supplemental Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- c. **Under any Liability Coverage** to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;
- d. **As used in this Endorsement:**
 - (1) "Hazardous properties" include radioactive, toxic, or explosive properties;
 - (2) "Nuclear material" means source material, special nuclear material or byproduct material;
 - (3) "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor,

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

-
- (5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
- (6) "Nuclear facility" means:
- (a) any nuclear reactor;
 - (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste;
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.
- All other terms and conditions of this policy remain unchanged.

This Endorsement Changes The Policy. Please Read It Carefully.

SERVICE OF SUIT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

In the event of our failure to pay any amount claimed to be due, we, at your request, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy.

Service of process in such suit may be made upon the Senior Claims Officer of RSUI Group, Inc. 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160, or his designee. In any suit instituted against any one of them upon this contract, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named is authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give a written undertaking to you that we will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and we hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of the policy remain unchanged

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:

This Endorsement Changes The Policy. Please Read It Carefully.

VIOLATION OF CONSUMER PROTECTION LAWS EXCLUSION

This endorsement modifies insurance provided under the following:

This insurance does not apply to any **Claim** based upon or arising directly, or indirectly, out of any actual or alleged violation of consumer protection laws including, but not limited to, the following:

1. The False Claims Act (FCA), including any amendment of or addition to such law;
2. The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank), including any amendment of or addition to such law;
3. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
4. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
5. The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act), including any amendment of or addition to such law;
6. Any federal, state or local statute, ordinance or regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information;
7. Any other law, ordinance, regulation or statute relating to any communication, distribution, publication, sending or transmission via telephone, telephone facsimile machine, computer or other telephonic or electronic devices, including claims asserted under the common law; or
8. **Claims** brought by any state or federal government agency, or any person or entity on their behalf, including qui tam **claims**, seeking to enforce any consumer protection law.

All other terms and conditions of this policy remain unchanged.

This endorsement effective
Forms part of Policy Number
Issued to
by

Endorsement No.:



DHHS - Social Services Budget Amendment - Position Upgrade

Description

This is to budget funds to upgrade an Administrative Specialist to an Income Maintenance Technician. This will allow the Department to charge time to the federally funded Economic Services programs increasing revenue. There is no effect on county dollars.

Board Action Requested

Approve Amendment

Item Presenter

n/a

DARE COUNTY

BUDGET AMENDMENT

F/Y 2018/2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
St & Fed Aid - Admin	103026	423001		1,973	
 <u>Expenditures:</u>					
Salaries - Admin	104610	500200		1,973	

Explanation:

This is to budget funds to upgrade an Administrative Specialist to an Income Maintenance Technician. This will allow the Department to charge time to the federally funded Economic Services programs increasing revenue. There is no effect on county dollars.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



Resolution to Approve Sole Source Purchase

Description

The Dare County Sheriff's Department, Emergency Management Department, and EMS department rely on mobile communications as part of their daily operations. These departments have preformed an evaluation of existing mobile communication devices and have determined that Motorola radios are the make required to provide the capability and compatibility that is critical for them to be successful and effective in their fields.

Board Action Requested

Approve the resolution to purchase replacement Motorola radios.

Item Presenter

Robert Outten - County Manager

**RESOLUTION AUTHORIZING THE USE OF A SOLE SOURCE PURCHASE
PURSUANT TO G.S. 143-129(e)(6)**

WHEREAS, the County of Dare desires to purchase replacement radios for the Sheriff's Department, Emergency Management Department, and Emergency Medical Services (EMS) Department; and

WHEREAS, the purchase of replacement radios is critical for the daily operations of these departments; and

WHEREAS, North Carolina General Statute 143-129(e)(6) authorizes a unit of government to purchase from a sole source when standardization or compatibility is the overriding consideration; and

WHEREAS, the County of Dare Sheriff's Department, Emergency Management Department, and EMS Department have performed an evaluation and have determined that Motorola radios are the make required to provide the capability and compatibility that is critical for daily operations.

NOW, THEREFORE BE IT RESOLVED, by the Dare County Board of Commissioners that:

1. The County of Dare is authorized to enter into a contract in the amount of \$1,025,361 with Motorola for the sole source purchase of 207 replacement radios.
2. The County Manager is authorized to execute the agreement with Motorola and is directed to take all steps necessary to place the radios on order before October 1st.
3. This Resolution shall be effective upon its adoption.

This the 4th day of September, 2018.

COUNTY OF DARE, NORTH CAROLINA

Robert Woodard, Chairman

[SEAL]

Gary Gross, Clerk to the Board



Medical Services Contract - Detention Center

Description

Inmate medical services at the Dare County Detention Center are provided by Southern Health Partners. Enclosed in a renewal agreement and amendment reflecting an increase in the number of inmates that are covered.

Enclosed is the agreement and the amendment increasing the inmate coverage from 65 to 85 to adequately cover the current inmate population. The amendment term is from July 1, 2018 to June 30, 2019.

Board Action Requested

Approval

Item Presenter

Allen Moran, Jail Administrator

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Dare County, North Carolina (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the 8th day of September, 2015. Services under this Agreement shall commence on November 1, 2015, and shall continue through October 31, 2016, in accordance with Section 6.1.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Dare County Detention Center (hereinafter called "Jail") and,

WHEREAS, County and Sheriff desire to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the County, which provides funding as approved by the Dare County Board of Commissioners for the Jail, desires to enter into this Agreement with SHP to promote this objective; and,

WHEREAS, SHP is in the business of providing correctional health care services under contract and desires to provide such services for County under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 General Engagement. County hereby contracts with SHP to provide for the delivery of all medical, dental and mental health services to inmates of Jail. This care is to be delivered to individuals under the custody and control of County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof.

1.2 Scope of General Services. The responsibility of SHP for medical care of an inmate commences with the booking and physical placement of said inmate into the Jail. The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section 1.7. SHP shall provide and/or arrange for all professional medical, dental, mental health and related health care and administrative services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management,

pharmacy services management, administrative support services, and other services, all as more specifically described herein.

SHP shall be financially responsible for the costs of all physician and nurse staffing, over-the-counter medications, medical supplies, on-site clinical lab procedures, medical hazardous waste disposal, office supplies, forms, folders, files, travel expenses, publications, administrative services and nursing time to train officers in the Jail on various medical matters. SHP's financial responsibility for the costs of all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription pharmaceuticals, all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail) and all medical and mental health services rendered outside the Jail shall be limited by the annual cost pool described in Section 1.5 of this Agreement. All pool costs in excess of the annual cost pool limit shall be the financial responsibility of the County, or shall not otherwise be the financial responsibility of SHP.

1.3 Specialty Services. In addition to providing the general services described above, SHP by and through its licensed health care providers shall arrange and/or provide to inmates at the Jail specialty medical services to the extent such are determined to be medically necessary by SHP. In the event non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with County for the transportation of the inmates in accordance with Section 1.9 of this Agreement.

1.4 Emergency Services. SHP shall arrange and/or provide emergency medical care, as medically necessary, to inmates through arrangements to be made by SHP.

1.5 Limitations On Costs - Cost Pool. SHP shall, at its own cost, arrange for medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed SHP physician), requires such care. SHP's maximum liability for costs associated with all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription pharmaceuticals, all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail) and all medical and mental health services for inmates rendered outside of the Jail will be limited by a pool established in the amount of \$30,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of this Agreement. If the costs of all care as described in this Section 1.5 exceed the amount of \$30,000.00 in any year, SHP will either pay for the additional services and submit invoices supporting the payments to the County along with an SHP invoice for one hundred percent (100%) of the costs in excess of \$30,000.00, or in the alternative, will refer all additional qualifying invoices to County for payment directly to the provider of care. For all invoices payable to SHP as reimbursement for pool excess costs, such amounts

shall be payable by County within thirty days of the SHP invoice date. SHP will allow a grace period of up to sixty days from the date of invoice, and will thereafter apply a late fee of two percent (2%) on the balance each month until SHP has been reimbursed in full. For purposes of this Section 1.5, the pool amount will be prorated for any contract period of less or more than twelve months.

The intent of this Section 1.5 is to define SHP's maximum financial liability and limitation of costs for all emergency kits and restocking of emergency kit supplies, all necessary license and permit fees, all prescription pharmaceuticals, all x-ray procedures (inside and outside the Jail), all dental services (inside and outside the Jail), all hospitalizations and all other medical and mental health services rendered outside the Jail.

1.6 Injuries Incurred Prior to Incarceration; Pregnancy. SHP shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, SHP shall not be financially responsible for the cost of medical treatment or health care services provided outside the Jail to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care.

Once an inmate has been medically stabilized and committed to the Jail, SHP will, commencing at that point, then become responsible for providing and/or arranging for all medical treatment and health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail. SHP's financial responsibility for such medical treatment and health care services shall be in accordance with, and as limited by, Sections 1.2 and 1.5 of this Agreement.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide and/or arrange for health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital, shall not be the financial responsibility of SHP. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.7 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail and for inmates held under guard in outside hospitals or other medical facilities who remain in official custody of the Jail. Inmates held under guard in outside hospitals or other medical facilities are to be included in the Jail's daily population count. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) be included in the daily population count.

Inmates on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count, and shall not be the responsibility of SHP with respect to the payment or the furnishing of their health care services.

The costs of medical services rendered to inmates who become ill or who are injured while on such temporary release or work-release shall not then become the financial responsibility of SHP after their return to the Jail. This relates solely to the costs associated with treatment of a particular illness or injury incurred by an inmate while on such temporary release. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary. The costs of medical services associated with a particular illness or injury incurred by an inmate while on temporary release or work-release may be the personal responsibility of the inmate, or covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses. In the absence of adequate insurance coverage, or other source of payment for medical care expenses, such costs may, at the election of the County, be applied toward the annual cost pool described in Section 1.5. Such costs shall not otherwise be the financial responsibility of SHP.

Persons in the physical custody of other police or other penal jurisdictions at the request of County, by Court order or otherwise, are likewise excluded from the Jail's population count and are not the responsibility of SHP for the furnishing or payment of health care services.

1.8 Elective Medical Care. SHP shall not be responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SHP's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

1.9 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services SHP is obligated to arrange under this Agreement, County shall, upon prior request by SHP, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically necessary, SHP shall arrange all emergency ambulance transportation of inmates in accordance with Section 1.4 of this Agreement.

ARTICLE II: PERSONNEL.

2.1 Staffing. SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement. County acknowledges that SHP will not provide medical staff on SHP-designated holidays, and there will be an allowance for a reasonable number of absences for medical staff vacation and sick days.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, SHP shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, SHP will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either SHP or County in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, SHP will engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between SHP and these health care professionals will be that of independent contractor, SHP will not be considered or deemed to be

engaged in the practice of medicine or other professions practiced by these professionals. SHP will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, SHP shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SHP under this Agreement, SHP shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000.00) coverage per occurrence and five million dollars (\$5,000,000.00) aggregate.

2.6 Discrimination. During the performance of this Agreement, SHP, its employees, agents, subcontractors, and assignees agree as follows:

- a. None will discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE III REPORTS AND RECORDS

3.1 Medical Records. County acknowledges that SHP's responsibility for all inmate medical records shall commence on the effective date of this Agreement, and that the responsibility for all inmate medical records prior to the effective date of this Agreement shall rest solely with the County. Nothing in this Agreement shall be interpreted to impose responsibility on SHP for inmate medical records prior to the effective date of this Agreement. County does further acknowledge, however, that SHP will assist County with the fulfillment of requests for production of medical records for those medical services provided prior to the effective date of this Agreement, and by doing so does not assume any responsibility for such records. It is mutually understood by both parties that, during the term of this Agreement, SHP shall serve as the Records Custodian in all medical record matters, in accordance with all applicable laws.

Commencing on the effective date of this Agreement, SHP shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws and County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the person of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SHP shall comply with North Carolina law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. SHP shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

3.2 Regular Reports by SHP to County. SHP shall provide to County, on a date and in a form mutually acceptable to SHP and County, reports relating to services rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable North Carolina law, in order to assist SHP in providing the best possible health care services to inmates, County will provide SHP with information pertaining to inmates that SHP and County mutually identify as reasonable and necessary for SHP to adequately perform its obligations hereunder.

3.4 SHP Records Available to County with Limitations on Disclosure. SHP shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by SHP in the performance of its obligations hereunder are proprietary in nature and shall remain the property of SHP and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by SHP. Proprietary information developed by SHP shall remain the property of SHP.

3.5 County Records Available to SHP with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County shall provide SHP, at SHP's request, County's records relating to the provision of health care

services to inmates as may be reasonably requested by SHP or as are pertinent to the investigation or defense of any claim related to SHP's conduct. Consistent with applicable law, County will make available to SHP such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as SHP may reasonably request. Any such information provided by County to SHP that County considers confidential shall be kept confidential by SHP and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

ARTICLE IV: SECURITY

4.1 **General.** SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the correctional setting. County will take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion, to the extent that if, in SHP's sole discretion, the safety and security of SHP personnel are compromised, SHP may exercise its right to immediately terminate services, in accordance with the provisions of Section No. 6.2(b) of this Agreement.

4.2 **Loss of Equipment and Supplies.** County shall not be liable for loss of or damage to equipment and supplies of SHP, its agents, employees or subcontractors unless such loss or damage was caused by the negligence of County or its employees.

4.3 **Security During Transportation Off-Site.** County shall provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the Jail and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1 **General.** County agrees to provide SHP with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone line and utilities and County will provide necessary maintenance and housekeeping of the office and medical space and facilities.

5.2 **Delivery of Possession.** County will provide to SHP, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, SHP will return to County's

possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase SHP's equipment and instruments at an amount determined by a mutually agreed depreciation schedule.

5.4 General Maintenance Services. County agrees that it is proper for SHP to provide each and every inmate receiving health care services the same services and facilities available to, and/or provided to, other inmates at the Jail.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. This Agreement shall commence on November 1, 2015. The initial term of this Agreement shall end on October 31, 2016. At the conclusion of the initial term, this Agreement shall be automatically extended for additional one-year terms, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate at the end of the period.

6.2 Termination. This Agreement, or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination for Cause. SHP shall have the right to terminate this Agreement at any time for Cause, which may be effected immediately after establishing the facts warranting the termination, and without any further obligation to County, by giving written notice and a statement of reasons to County in the event:
 - (i) the safety and security of SHP personnel is determined by SHP, in its sole discretion, to be compromised, either as a direct, or indirect, result of County's failure to provide adequate security services, the provision of which is a continuing precondition of SHP's obligation to perform work under this Agreement, or

- (ii) County fails to compensate SHP for charges or fees due, either in whole, or in part, under this Agreement, according to the terms and provisions as stated herein.

Cause shall not, however, include any actions or circumstances constituting Cause under (i) or (ii) above if County cures such actions or circumstances within a specified period following delivery of written notice by SHP setting forth the actions or circumstances constituting Cause, during which period SHP may permit County, solely by express agreement, time to provide sufficient remedy to SHP's satisfaction. In all cases, this Agreement may be terminated immediately by SHP, without notice, if, in SHP's sole discretion, such immediate termination of services is necessary to preserve the safety and well-being of SHP personnel.

Upon such a termination for Cause, County acknowledges that, SHP shall be entitled to all compensation fees and charges due for services rendered hereunder, without penalty or liability to SHP, up through and including the last day of services, and further that, County shall be obligated to compensate SHP accordingly for such services rendered up through and including the last day of services, consistent with the terms and provisions of this Agreement. If any costs relating to the period subsequent to such termination date have been paid by County in the case of (i) above, SHP shall promptly refund to County any such prepayment.

- (c) Termination by Cancellation. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section 9.3 of this Agreement.
- (d) Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds by the Dare County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the Jail, will be transferred from SHP to County.

ARTICLE VII. COMPENSATION.

7.1 Base Compensation. County will pay to SHP the annualized price of \$136,620.00 during the initial term of this Agreement, payable in monthly installments. Monthly installments during the initial term of this Agreement will be in the amount of \$11,385.00 each. SHP will bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

7.2 Increases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 65. If the average daily inmate population exceeds 65 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.25 for each inmate over 65. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 65, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 70 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

7.3 Future Years' Compensation. The amount of compensation (i.e., annual base price and per diem rate as defined in Sections 7.1 and 7.2, respectively) to SHP shall increase at the beginning of each contract year. The amount of compensation shall increase by two percent (2%) for the renewal period effective November 1, 2016, and by two percent (2%) for the renewal period effective November 1, 2017. SHP shall

provide written notice to County of the amount of compensation increase requested for renewal periods effective on or after November 1, 2018, or shall otherwise negotiate mutually agreeable terms with County prior to the beginning of each annual renewal period.

7.4 Inmates From Other Jurisdictions. Medical care rendered within the Jail to inmates from jurisdictions outside Dare County, and housed in the Jail pursuant to written contracts between County and such other jurisdictions will be the responsibility of SHP, but as limited by Section 1.7. Medical care that cannot be rendered within the Jail will be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates.

7.5 Responsibility For Work Release Inmates. SHP and County agree that SHP will be responsible for providing on-site medical services as reasonable and appropriate to County inmates assigned to work release and/or release for community service work for government or nonprofit agencies upon an inmate's presentation to SHP medical staff at the Jail. Notwithstanding any other provisions of this Agreement to the contrary, SHP and County agree that County inmates assigned to work release, including work for Dare County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than SHP, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on work release. The costs of medical services associated with a particular illness or injury incurred by an inmate while on work-release may be covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses, but such costs shall not otherwise be the financial responsibility of SHP. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail, including any inmate injured or infirmed while on work release or release for community service, to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

8.1 Insurance. At all times during this Agreement, SHP shall maintain professional liability insurance covering SHP for its work at County, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate. SHP shall provide County with a Certificate of Insurance evidencing such coverage and shall have County named as an additional insured. In the event of any expiration, termination or modification of coverage, SHP will notify County in writing.

8.2 Lawsuits Against County. In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents based on or containing any allegations concerning SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. SHP agrees to indemnify and hold harmless the County, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the aforementioned program of health care services provided by SHP. This duty to indemnify shall include all attorneys' fees and litigation costs and expenses of any kind whatsoever. County or Sheriff shall promptly notify SHP of any incident, claim, or lawsuit of which County or Sheriff becomes aware and shall fully cooperate in the defense of such claim, but SHP shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require SHP to indemnify the County, its agents and/or employees from the County's, its agents' and/or employees' own negligence and/or their own actions or inactions.

SHP shall not be responsible for any claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the operation of the facility and the negligence and/or action or inaction of the Sheriff, County or their employees or agents. SHP shall promptly notify the Sheriff of any incident, claim, or lawsuit of which SHP becomes aware and shall fully cooperate in the defense of such claim, but the County shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement be construed to require the County to indemnify SHP, its agents and/or employees from SHP's, its agents' and/or employees' own negligence and/or their own actions or inactions.

ARTICLE IX: MISCELLANEOUS

9.1 Independent Contractor Status. The parties acknowledge that SHP is an independent contractor engaged to provide medical care to inmates at the Jail under the direction of SHP management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 Assignment and Subcontracting. SHP shall not assign this Agreement to any other corporation without the express written consent of County which consent shall

not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement. Any assignment or subcontract shall not relieve SHP of its independent obligation to provide the services and be bound by the requirements of this Agreement.

9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

- a. County: Dare County Commission
954 Marshall C Collins Drive
Manteo, North Carolina 27954
- b. SHP: Southern Health Partners, Inc.
2030 Hamilton Place Boulevard, Suite 140
Chattanooga, Tennessee 37421
Attn: President

Notices shall be effective upon receipt regardless of the form used.

9.4 Governing Law and Disputes. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of North Carolina, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that SHP is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.10 Liaison. The Dare County Sheriff or his designee shall serve as the liaison with SHP.

9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.12 Time of Essence. Time is and shall be of the essence of this Agreement.

9.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.



DARE COUNTY, NC

BY:

[Handwritten signature]

Dare Co mgr

Date: 9/8/15

ATTEST:

[Handwritten signature]

Gary Gross, Clerk to the Board

Date: 9/8/15

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

Sally Detosse 9/8/15

SOUTHERN HEALTH PARTNERS, INC.

BY:

[Handwritten signature]

Jennifer Hairsine, President and CEO

Date: 9-28-15

AMENDMENT #1
TO
HEALTH SERVICES AGREEMENT

This AMENDMENT #1, to Health Services Agreement dated September 8, 2015, between Dare County, North Carolina (hereinafter referred to as "County", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), with services commencing November 1, 2015, is entered into as of this _____ day of _____, 2018.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated September 8, 2015, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree to the following amended terms:

Section 1.2 is hereby amended in part with new language inserted as a third paragraph as follows:

Should new laws require substantial new medical directives to SHP in the provision of services under this Agreement, SHP will not be financially responsible for changes to its program, rather SHP would have the ability to seek from the County any additional monies to fund such directives.

Section 2.1 is hereby amended and replaced in its entirety by the following:

2.1 Staffing. SHP shall provide medical and support personnel reasonably necessary for the rendering of health care services to inmates at the Jail as described in and required by this Agreement. County acknowledges that SHP will provide an on-site staffing plan averaging thirty (30) hours per week, according to a regular schedule of six (6) hours per weekday. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility. Further, County acknowledges that SHP will not provide medical staff on SHP-designated holidays, and there will be an allowance for a reasonable number of absences for medical staff vacation and sick days. If any such absences exceed five (5) consecutive days, not to include vacation time or SHP-designated holidays, SHP will refund the County the cost of the staffing hours on the next month's base fee billing.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either will be duly licensed to practice medicine in the State of North Carolina, and will be available to our nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with Jail Management. Professional Provider visit

times and dates will be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

Section 6.1 is hereby amended and replaced in its entirety by the following:

6.1 Term. This Agreement shall commence on November 1, 2015. The renewal period of this Agreement beginning on November 1, 2017, shall run for a shortened period of eight months, ending on June 30, 2018. The consecutive renewal period of this Agreement shall run for twelve months from July 1, 2018, through June 30, 2019. This Agreement shall thereafter automatically renew for up to four additional twelve-month periods, each beginning on July 1, subject to County funding availability, unless either party, at least sixty days prior to the expiration of a period, provides written notice to the other of its intent to terminate, or not renew.

Section 7.1 is hereby amended and replaced in its entirety by the following:

7.1 Base Compensation. Effective July 1, 2018, County will compensate SHP based on the twelve-month annualized price of \$147,979.44, payable in monthly installments. Monthly installments based on the twelve-month annualized price of \$147,979.44 will be in the amount of \$12,331.62 each. SHP will bill the County approximately thirty days prior to the month in which services are to be rendered. The County agrees to pay SHP prior to the tenth day of the month in which services are rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP will be prorated accordingly for the shortened month.

Section 7.2 is hereby amended and replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that, effective July 1, 2018, the annual contract price is calculated based upon an average daily inmate population of up to 85. If the average daily inmate population exceeds 85 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.31 for each inmate over 85. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 85, if any, will be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment will be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 90 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount will be an addition to the regular base fee and will be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right

to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

Section 7.3 is hereby amended and replaced in its entirety by the following:

7.3 Future Years' Compensation. SHP reserves the right to increase the amount of compensation (i.e., annual base price and per diem rate as defined in Sections 7.1 and 7.2, respectively) at the beginning of each contract year. SHP shall provide written notice to County of the amount of requested compensation increase for renewal periods effective on or after July 1, 2019, or shall otherwise negotiate mutually agreeable terms with County prior to the beginning of each annual renewal period. SHP shall provide such written notice to County and begin any compensation negotiations no later than ninety days prior to the expiration date of the then-current contract period.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

DARE COUNTY, NC
BY:

Date: _____

ATTEST:

Date: _____

SOUTHERN HEALTH PARTNERS, INC.
BY:

Jennifer Hairsine, President and CEO

Date: _____



NCDOT Utility Relocation Agreement

Description

The Dare County Water Department is requesting that the NCDOT Utility Relocation Agreement (URA) be approved for water line re-alignment on West Kitty Hawk Road for new culvert placement.

Board Action Requested

Approval of NCDOT Utility Relocation Agreement

Item Presenter

Ken Flatt

UTILITY RELOCATION AGREEMENT

NCDOT HIGHWAY WBS ELEMENT NO. _____

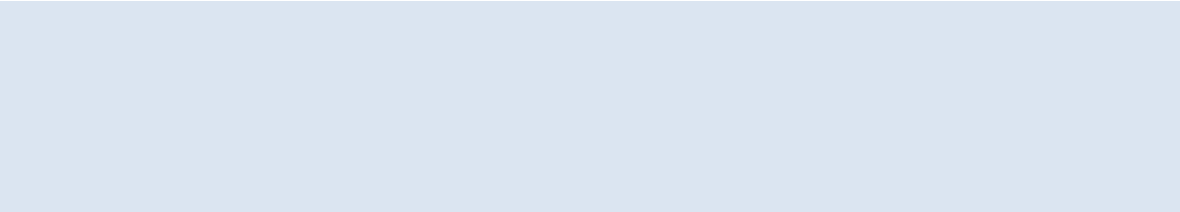
TRANSPORTATION IMPROVEMENT PROGRAM NO. _____

COUNTY _____

This agreement made this _____ day of _____, _____, by and between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT, and _____ Inc. hereinafter referred to as the COMPANY:

WITNESSETH:

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:



known as route _____ in _____ County, North Carolina to be designated as N.C. State Highway Project and/or WBS Element _____ and, WHEREAS, the construction of said project will require certain adjustments to be made to the existing facilities of the COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the scope, description, and location of work to be undertaken by the COMPANY are as follows

2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including an itemization of appropriate credits for salvage and betterments, and accrued depreciation all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. Unit costs, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the DEPARTMENT's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any utility relocations or changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, its contractor, or a highway contractor.

4. That the DEPARTMENT's authority, obligation, or liability to pay for relocations as set forth in this agreement is based on the COMPANY having a right of occupancy in its existing location by reason of the fee, an easement or other real property interest, the damaging or taking of which is compensable in eminent domain.

5. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

6. That the construction work provided for in this agreement will be performed by the method or methods as specified below:

BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.

7. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the ___ day of _____, ____.

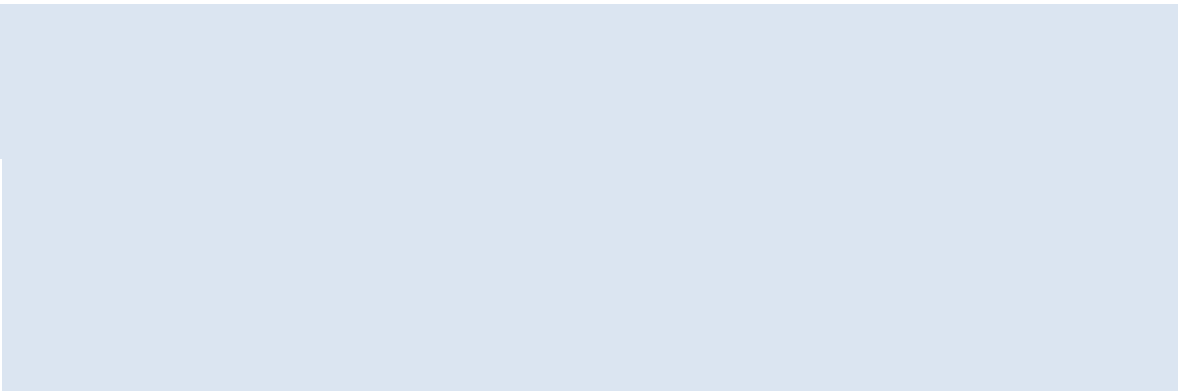
b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

___ Materials are available and it is expected that work will be complete prior to highway construction.

___ All work will take place during highway construction and arrangements for said work will be coordinated with highway construction operations at preconstruction conference.

___ Work will begin promptly upon notification by DEPARTMENT; however, it is not expected to be complete prior to highway construction. Any remaining work will be coordinated with highway construction operations at preconstruction conference.

___ Other (Specify)



8. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:

- a. Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- b. Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- c. On a lump-sum basis where the estimated cost to the DEPARTMENT does not exceed \$100,000.00. Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size, and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

9. Indicate if (a) or (b) is applicable:

- a. That the replacement facility is not of greater functional capacity or capability than the one it replaces, and includes no COMPANY betterments.
- b. That the replacement facility involves COMPANY betterments, or is of greater functional capacity or capability than the one it replaces.

10. That the total estimated cost of the work proposed herein, including all cost to the DEPARTMENT and COMPANY less any credit for salvage, is estimated to be ----- \$ _____

The estimated non-betterment cost to the DEPARTMENT, including all cost less any credits for salvage, betterments, accrued depreciation and additional work done by the COMPANY will be ----- \$ _____

The estimated cost to the COMPANY including betterments, and any additional work done by the COMPANY will be ----- \$ _____

(The above costs shall be supported by attached estimate and plans)

11. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

12. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Area Utility Agent.

13. One final and detailed complete billing of all cost shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within six months after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.

14. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

15. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the highway within the DEPARTMENT right of way limits in accordance with the mandate of the Statute and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

16. That if, in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered in this agreement being relocated at DEPARTMENT expense that are crossing or otherwise occupying highway right of way, the non-betterment cost of same will be that of the DEPARTMENT.

17. That if, at any time, the DEPARTMENT shall require the relocation of or changes in the location of the encroaching facilities covered in this agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to the DEPARTMENT.

18. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within DEPARTMENT right of way.

19. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with all local, State and Federal regulations.

20. The COMPANY agrees to comply with the environmental rules and regulations of the State of North Carolina. Violation to the NC Sedimentation Pollution Control Act, Clean Water Act, NC Coastal Management Act, or other environmental commitment outlined in the project permits may result in work stoppage, penalties and/or construction delays.

21. The COMPANY agrees to comply with Buy America. United States Codes (USC) 313 and Code of Federal Regulations 23 CFR 635.410: Requires the use of domestic steel and iron in all federally funded construction projects.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

ATTEST OR WITNESS

(NAME OF COMPANY)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

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

Form UT 16.8
Rev.06/29/18

**County of Dare, North Carolina
Capital Project Ordinance
for
FY 2019 Water Project**

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

Section 1 The project authorized is water line replacements on State Road 1206 as authorized and approved by NCDOT.

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

Section 3 The following amounts are appropriated for the projects:

NCDOT SR 1206 line replacement	385815-737000-38049	\$75,700
--------------------------------	---------------------	----------

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

	NCDOT reimbursement	
383090-427550-38049	\$75,700	

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

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

Adopted this 4st day of September, 2018.

Chairman, Board of Commissioners

[SEAL]

Gary L. Gross, Clerk to the Board of Commissioners



Boiler Contract for DSS and Health

Description

3 year preventative maintenance service on 2 gas-fired boilers located at Dare Health and DSS. This service and inspection is required by the NC Dept of Labor.

Board Action Requested

Approve Boiler Contract

Item Presenter

Robert Outten

Planned Service Proposal



CUSTOMER DARE COUNTY Boiler PSA 2018 – 2021
LOCAL JOHNSON CONTROLS OFFICE 4850 BROOKSIDE CT NORFOLK, VA 23502-2052
AGREEMENT START DATE: 09/01/2018
PROPOSAL DATE: 08/17/2018
ESTIMATE NO: 1-RAMO4UJ



Partnering with you to deliver value-driven solutions

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.



Executive Summary

PLANNED SERVICE PROPOSAL FOR DARE COUNTY

Dear Keith,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 3 Years - starting 09/01/2018 and ending 08/31/2021.
- The agreement price for first year is \$7,575.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Nancy Mitchell-Veeck
Account Executive

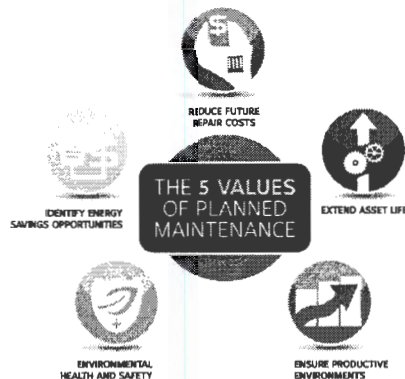
Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

- 1. Identify Energy Savings Opportunities**
Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
- 2. Reduce Future Repair Costs**
Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
- 3. Extend Asset Life**
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
- 4. Ensure Productive Environments**
Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
- 5. Promote Environmental Health and Safety**
When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.



Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.



Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.



Service Plan Methodology

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of Services and Options

Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

We'll be your building technology services partner

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR DARE COUNTY**

Planned Service Agreement

Customer Name : DARE COUNTY
Address: 107 EXETER ST MANTEO, NC 27954-9400
Proposal Date: 08/17/2018
Estimate #: 1-RAMO4UJ

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 09/01/2018 and will continue until 08/31/2021 ("Original Term"). The Agreement will automatically renew on a year-to-year basis after the Original Term ends unless the Customer or JCI gives the other written notice it does not want to renew. The notice must be delivered at least (45) days prior to the end of the Original Term or of any renewal period. The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR DARE COUNTY HEALTH AND SOCIAL SERVICES**

Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year of the Original Term is \$7,575.00. This amount will be paid to JCI in Semi-Annual installments. Pricing for each subsequent year of a multiyear original term is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

COUNTY OF DARE
PO BOX 1000
MANTEO, NC 27954

In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Nancy Mitchell-Veeck		By: _____	
Signature: _____		Signature: _____	
Title: Acct Executive	Date: _____	Title: _____	Date: _____
Signature: _____		Customer PO#: _____	
Title: _____	Date: _____		

JCI Branch: **JOHNSON CONTROLS NORFOLK VA CB - 0N29**
 Address: **4850 BROOKSIDE CT**
NORFOLK, VA 23502-2052
 Branch Phone: **(866) 468-1469**

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
 PREPARED FOR DARE COUNTY HEALTH AND SOCIAL SERVICES

Schedule A - Equipment List

DARE COUNTY HEALTH AND SOCIAL SERVICES **MANTEO, NC 27954-9400**

Boiler, Gas-Fired, Water Tube, 151-300 HP			
Quantity:	1	Services Provided	
Coverage Level:	Basic	1	Comprehensive
Equipment:	Boiler	3	Operational
Style:	Gas-Fired	1	Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)
Type:	Water Tube		
Size:	151-300 HP		
<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Boiler, Gas-Fired, Water Tube, 151-300 HP			
Quantity:	1	Services Provided	
Coverage Level:	Basic	1	Government/Local Jurisdiction Inspect (performed during fireside cleaning - gaskets not included)
Equipment:	Boiler	1	Comprehensive
Style:	Gas-Fired	3	Operational
Type:	Water Tube		
Size:	151-300 HP		
<u>Asset #</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Serial #</u>

Equipment Tasking

Boiler, Gas-Fired, Water Tube, 151-300 HP

Comprehensive

Use appropriate eye protection in work environment
 Use appropriate Head protection on worksite
 Use appropriate hand gloves on worksite
 Use and follow the JCI safety policy for Fall Protection while performing work
 Use and follow the JCI Ladder Safety processes while performing work
 Use and follow the JCI Lock-out Tag-out on all electrical machinery
 Use appropriate Arc/flash personal protective equipment on voltages over 240 volts
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Inspect burner contactors for wear
 Check and tighten electrical connections
 Check for proper gas supply pressure
 Check and clean pilot assembly
 Clean combustion fan wheel
 Visually inspect combustion chamber, draft diverter and flue for accumulation of soot - clean as needed
 Check burner for proper sequence of operation
 Check operating controls
 Check all safety controls
 Lift relief valve to ensure proper operation
 Check boiler relief valves for leakage
 Check combustion blower motor operation and lubricate as needed
 Check factory supplied gas piping and components for leakage
 Drain boiler, open hand hole covers and clean as needed (if applicable)
 Disassemble and clean low water cut-out
 Fill boiler and check for proper operation of make-up water valve
 Verify proper operation of low water cut-out control
 Check overall condition of unit
 Record and log all operating parameters (including pressures and temperatures)
 Remove and dispose any debris from any maintenance activity
 Document tasks performed during visit and report any observations to appropriate customer representative

Government/Local
 Jurisdiction Inspect
 (performed during
 fireside cleaning -
 gaskets not included)

Use appropriate eye protection in work environment
 Use appropriate Head protection on worksite
 Use appropriate hand gloves on worksite
 Use and follow the JCI safety policy for Fall Protection while performing work
 Use and follow the JCI Ladder Safety processes while performing work
 Use and follow the JCI Lock-out Tag-out on all electrical machinery
 All work must be performed in accordance with Johnson Controls safety policies
 Check with appropriate customer representative for operational deficiencies
 Lock and tag out unit
 Isolate and drain boiler
 Open covers
 Conduct inspection
 Replace covers
 Fill system
 Prepare unit for operation

Operational

Use appropriate eye protection in work environment

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR DARE COUNTY HEALTH AND SOCIAL SERVICES

- Use appropriate Head protection on worksite
- Use appropriate hand gloves on worksite
- Use and follow the JCI safety policy for Fall Protection while performing work
- Use and follow the JCI Ladder Safety processes while performing work
- Use and follow the JCI Lock-out Tag-out on all electrical machinery
- All work must be performed in accordance with Johnson Controls safety policies
- Check with appropriate customer representative for operational deficiencies
- Blow down boiler
- Check for proper operation of low and high gas pressure cut-out switches
- Check factory supplied gas piping and components for leakage
- Check burner for proper sequence of operation
- Check flame quality
- Visually inspect combustion chamber, draft diverter and flue for accumulation of soot
- Check boiler relief valves for leakage
- Verify proper operation of low water cut-out control
- Check combustion blower motor operation
- Check hot water/steam temperature and pressure
- Check proper operation of make-up water valve
- Check overall condition of unit
- Document tasks performed during visit and report any observations to appropriate customer representative

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR DARE COUNTY HEALTH AND SOCIAL SERVICES**

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency
Year1, 9/1/2018 - 8/31/2019	\$7,575.00	Semi-Annual
Year2, 9/1/2019 - 8/31/2020	\$7,802.00	Semi-Annual
Year3, 9/1/2020 - 8/31/2021	\$8,037.00	Semi-Annual

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR DARE COUNTY HEALTH AND SOCIAL SERVICES**

Special Additions and Exceptions

Work to be performed during Normal Working Hours, Monday - Friday 8:00am - 4:00pm

Work outside the scope of this contract will be billable at published labor rates less 10%

Gaskets not included in this contract

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR DARE COUNTY HEALTH AND SOCIAL SERVICES

TERMS AND CONDITIONS
DEFINITIONS

CONNECTED SERVICES are the services and related equipment that allow JCI to access, monitor, and trend data remotely, and which may be available for certain types of Covered Equipment.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. **BASIC COVERAGE** means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. **PREMIUM COVERAGE** means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. **EXTENDED SERVICE** means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. **CONNECTED SERVICES.** If Customer is receiving Connected Services on any Covered Equipment as more fully described in Schedule A, Customer may be required to allow JCI to install hardware and/or software to enable communication with Customer's Covered Equipment ("Gateway Device"). In order for JCI to deliver Connected Services on the Covered Equipment, Customer shall provide a secure Internet connection to allow remote access to the Gateway Device in order to remotely access, transmit, store, and trend data for the purposes of providing Services. JCI will not use Connected Services to remotely operate or make changes to Customer's Equipment. The Gateway Device shall remain JCI's property, and JCI may upon reasonable notice remove it at any time. JCI makes no any warranty or guarantee relating to the Connected Services.

5. **REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES.** If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR DARE COUNTY HEALTH AND SOCIAL SERVICES

lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

6. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the terms of this Agreement.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;

equipment not covered by this Agreement or attachments made to Covered Equipment;

acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;

use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer; site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;

the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;

issues or failures not specifically covered by this Agreement; or

occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT OBLIGATION

Customer shall pay all invoices when due in accordance with the payment terms provided for in the Agreement. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. In issuing any purchase order related to this Agreement, and notwithstanding any language to the contrary therein, Customer acknowledges and agrees that any and all JCI invoices for an amount greater than \$25,000 shall be paid only via wire transfer, check, or money order. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless Customer terminates the Agreement at least thirty (30) days prior to the start of such renewal period, the adjusted price shall be the price for the renewal period.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR DARE COUNTY HEALTH AND SOCIAL SERVICES

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. If JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty, if any, to Customer and such warranty remedies are exclusive for that equipment. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment. .

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done; and
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

**JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR DARE COUNTY**

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. **THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT.** Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI shall each indemnify the customer and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and J below.

I. LIMITATION OF LIABILITY

NEITHER JCI NOR CUSTOMER WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS). JCI'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE LIMITS SHOWN ON THE ATTACHED CERTIFICATE OF INSURANCE AND SUCH COVERAGE SHALL REMAIN IN EFFECT FOR THE DURATION OF THE CONTRACT. IN NO EVENT SHALL JCI'S INDEMNIFICATION OBLIGATION EXCEED THE AMOUNTS PAID TO JCI UNDER THIS AGREEMENT OR THE AMOUNT OF INSURANCE REQUIRED BY THIS AGREEMENT, WHICHEVER IS GREATER. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI WILL NOT BE RESPONSIBLE FOR DAMAGE, LOSS, INJURY OR DELAY CAUSED BY CONDITIONS THAT ARE BEYOND THE REASONABLE CONTROL, AND WITHOUT THE INTENTIONAL MISCONDUCT OR NEGLIGENCE, OF JCI. SUCH CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO: (A) ACTS OF GOD; (B) ACTS OF GOVERNMENT AGENCIES; (C) STRIKES; (D) LABOR DISPUTES; (E) FIRE; (F) EXPLOSIONS OR CASUALTIES; (G) THEFTS; (H) VANDALISM; (I) RIOTS OR WAR; (J) TERRORISM; AND (K) UNAVAILABILITY OF PARTS, MATERIALS, OR SUPPLIES.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt to resolve such dispute by negotiation between the parties. In the event the dispute is unable to be resolved, the matter shall be submitted to mediation under the American Arbitration Association Mediation Guidelines. In the event the dispute is not resolved through mediation, either party may file legal proceedings in court. All legal proceedings shall be filed in the North Carolina General Court of Justice, In Dare County North Carolina.

L. TERMINATION

1. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
2. If either party fails to perform any of its obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
3. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall also provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.
4. If the Agreement is for a multi-year term, either party may terminate the Agreement after the first full year of Services by giving the other party no less than forty-five (45) days written notice; provided, however, that if Customer has ordered PREMIUM COVERAGE, Customer may terminate the Agreement only upon JCI's written consent.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM").

Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup,

JOHNSON CONTROLS PLANNED SERVICE PROPOSAL
PREPARED FOR DARE COUNTY HEALTH AND SOCIAL SERVICES

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

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ADDENDUM TO PSA TERMS AND CONDITIONS FOR
MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A – Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant

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burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE

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ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 411 East Wisconsin Avenue Suite 1300 Milwaukee, WI 53202	CONTACT NAME: Attn: Cert Center PHONE: (866) 966-4664 FAX: (212) 948-5167 E-MAIL ADDRESS: JCI.CertRequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	INSURER A:	OLD REPUBLIC INSURANCE CO
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MWZY 310897	10/01/2017	10/01/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG INC IN GEN AGG
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 310896 (Excludes New Hamp) MWTB 310898 (Primary NH \$250k) MWTB310899 (Excess NH \$1.75mm) Excess NH Auto is follow form to Primary NH Auto	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea Accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 310893 00 (AOS - See Pg 2) MWXS 310894 (OH & WA)	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JCI / Tyco Contract Number:
 JCI / Tyco Project Name:
 Customer PO Number:

CERTIFICATE HOLDER**CANCELLATION**

Dare County
 PO Box 1000
 Manteo, NC 27954

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.
 by Ann Moody



AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULEPage 2 of 3

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE: 10/01/2017	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.
FORM NUMBER: ACORD 25 (2016/03) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED – AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED – GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

SCHEDULE FOR POLICY ENDORSEMENTS A2 AND A2A

Name of Additional Insured Person(s) or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) of Covered Operations:

As required by contract.

POLICY ENDORSEMENT A2

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – NAMED INSURED'S ACTS OR OMISSIONS ONLY

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

The insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY ENDORSEMENT A2A

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – NAMED INSURED'S ACTS OR OMISSIONS ONLY

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.



AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULEPage 3 of 3

AGENCY Marsh USA Inc.		NAMED INSURED Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE: 10/01/2017	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2016/03) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

NAMED INSURED:

Insureds include: Air Distribution Technologies IP, LLC; Air System Components, Inc.; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; Grinnell LLC, Hart & Cooley Trucking Company; Hart & Cooley, Inc.; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Interstate Battery System International, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Advanced Power Solutions, LLC; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls APS Production, Inc.; Johnson Controls Battery Group, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, Inc.; Johnson Controls Federal Systems/Versar, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems LLC; Johnson Controls Navy Systems, LLC; Johnson Controls Security Solutions LLC; Koch Filter Corporation; Master Protection LP d/b/a FireMaster; Qolsys, Inc.; Retail Expert, Inc.; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Selkirk Corporation; Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic International, Inc.; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Tyco Cares Foundation; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Management Company, LLC; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; and York International Corporation



Board Appointments

Description

The Dare County Board of Commissioners will consider the following Board Appointments:

Health and Human Services Board
Nursing Home Community Advisory Council

Complete information about the appointments appear after this page. Upcoming Board Appointments for the next three months are listed at the end.

Board Action Requested

Make Board Appointments and Announce Upcoming Appointments

Item Presenter

Robert Outten, County Manager

Board Appointments – September 4, 2018

Health and Human Services Board

The following terms expire this month:

Kevin Phillips, Nicholas Kiousis, Tanya Barkley-Graham, Mary E. Gray.

The Health and Human Services Board recommends that Kevin Phillips and Nicholas Kiousis be reappointed.

The Health and Human Services Board is seeking applicants to replace Tanya Barkley-Graham and Mary E. Gray and will present nominees for these seats at a future date.

Applications have been received from:

Mary Jernigan, J. Staton Martin, Allen Moran, Christopher Roberts

Nursing Home Community Advisory Council

In March, 2018 the Dare County Board of Commissioners recommended Susie Walters to the Nursing Home Community Advisory Council. She could not be appointed until she completed required training. She has completed her training and has been recommended for appointment.

UPCOMING BOARD APPOINTMENTS

October 2018	Parks and Recreation Advisory Council
November 2018	Older Adult Services Advisory Council Rodanthe, Waves, Salvo Community Center Board Stumpy Point Community Center Board Youth Council
December 2018	Equalization and Review Board Special Motor Vehicle Valuation Review Committee



Health and Human Services Board

Description

See attached summary.

Board Action Requested

Take appropriate action

Item Presenter

Robert Outten, County Manager

September 2018

BOARD APPOINTMENT

HEALTH AND HUMAN SERVICES BOARD

(Staggered/Four Year Term)

Serves as the policy-making, rule-making and administrative board of the consolidated human services agency. NCGS 153A-77 requires that "After the subsequent establishment of the Human Services Board, it's Board shall be appointed by the Board of County Commissioners from nominees presented by the Human Services Board."

The following terms expire this month:

Kevin Phillips

(Current term 9/14-9/18)

(Originally Apptd. 9/14)

Nicholas Kiousis

(Current term 9/14-9/18)

(Originally Apptd. 9/13)

Tanya Barkley-Graham

(Current Term 9/14-9/18)

(Originally Apptd. 1/14)

Mary E. Gray

(Current Term 9/14-9/18)

(Originally Apptd. 11/13)

The Health and Human Services Board recommends that Kevin Phillips and Nicholas Kiousis be reappointed.

The Health and Human Services Board is seeking applicants to replace Tanya Barkley-Graham and Mary E. Gray and will present nominees for these seats at a future date

Applications have been received from:

Mary Jernigan, J. Staton Martin, Allen Moran, Christopher Roberts

Other Members: See attached list

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Rhonda Creef, Dare County Deputy Clerk to the Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6312, or send it by email to rhonda@darenc.com

Advisory Board or Committee interested in:

1st choice Nursing Home Community Advisory Council

*Apptd
11/16*

2nd choice _____

3rd choice Dare Consolidated Human Services Board

Name Mary Jernigan

Address P O Box 345

City/State/Zip KDH, NC 27948

Email Address maryj@darenc.com

Telephone Home: 252-305-1005

Business: 252-475-5637

Resident of Dare County: yes no

Occupation: DCOAS Coordinator

Business Address: 300 Mustain Ave KDH NC 27948

Educational background:

BS in Psych/ Military Training Several, LPN, Supply, Weapons,
Radar, Working on Masters degree/

Business and civic experience and skills:

VPW, VFW, Etc

Other Boards/Committees/Commissions on which you presently serve:
Have recently applied for several.

REFERENCES

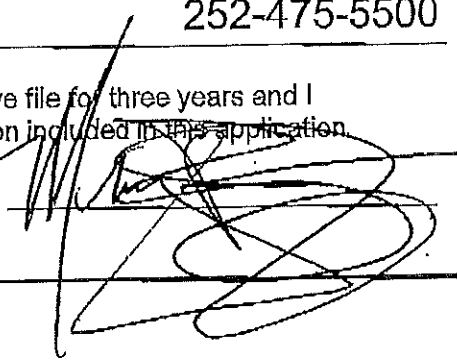
List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Brandi Rheubottom	Director		252-475-5636
Emily Gould	DCOAS		252-475-5638
Johnna Midgett	SWIII		252-475-5500

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 09/18/15

Signature of applicant:



FOR OFFICE USE ONLY:

Date received: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Wealth and Harmon Services Bd mbr.

2nd choice _____

3rd choice _____

Name J. Staton Martin

Address 115 Elizabeth Dr.

City/State/Zip Manteo, NC

Email Address Staton@jstaton.com

Telephone Home: 252-473-5290

Business: 252-423-0501

Resident of Dare County: yes no

Occupation: Real Estate - Property Management and Sales

Business Address: 115 Elizabeth Dr. Manteo, NC

Educational background:

1965 Graduate of Rose High - Greenville NC

1971 Graduate of Barton College - AB Social Studies

Business and civic experience and skills:

member Manteo Rotary socys held all officer posts

member Rocky Mt optimist

Member Nashville NC. Lions Club

Pres - American Institute of Boxing - Rocky Mt NC

Boy Scout Troop 165 Manteo, Committee Chair

Mount Olive United Methodist Church - various committees

Other Boards/Committees/Commissions on which you presently serve:

Service in various capacities
at Mount Olivet United Methodist Church

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Malcolm Fearing	Self	airport rd Manteo, NC	305-8596
Jym Shearin	Retired	Cannon St Manteo, NC	216-0260
Bobby Harrel	Real Estate	1183 Burnside Manteo, NC	441-7887

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 6-20-2018 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 6-20-18

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Planning Board 4.) Board of Adjustment

2nd choice ABC Board 5.) Equalization ? Review

3rd choice Tourism Board 6.) Health ? Human Services

Name Allen Moran

Address 381 Mother Vineyard Rd

City/State/Zip Manteo, NC 27954

Email Address allenm@darenc.com

Telephone Home: (252) 423-1309

Business: (252) 475-9222

Resident of Dare County: yes no

Occupation: Police Officer / Real Estate Broker / Restaurateur

Business Address: 7623 S. Virginia Dare Trl Nags Head, NC

Educational background:

NC licensed real estate broker, NC Justice Academy,

College of the Albemarle

Business and civic experience and skills:

Rotary International Community Service Chair (Manteo, 2012),

U.S. Restaurant Association Board Member

Other Boards/Committees/Commissions on which you presently serve:

NCDOT Board, Roanoke Island Community Center,
Albemarle Regional Planning Organization,
Peanut Belt Regional Planning Organization

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
<u>RV Owens</u>	<u>Self-Employed</u>	<u>Manteo, NC</u>	<u>216-8079</u>
<u>Doug Daughtie</u>	<u>Sheriff (Dare)</u>	<u>KDH, NC</u>	<u>216-9898</u>
<u>Marc Basnight</u>	<u>Retired</u>	<u>Manteo, NC</u>	<u>216-6703</u>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 02/02/2018 Signature of applicant: Allo [Signature]

FOR OFFICE USE ONLY:

Date received: _____

ck2

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice DHHS BOARD

2nd choice N/A

3rd choice N/A

Name Christopher Roberts, LCSW, LCAS

Address Po Box 161

City/State/Zip Manteo NC 27954

Email Address CoastalCounseling@yahoo.com

Telephone Home: 252-473-7077

Business: 252-473-4727

Resident of Dare County: yes no

Occupation: therapist - Coastal Counseling (EAP, mental Health + substance Abuse)

Business Address: 704 N. US Hwy 64 Manteo, NC 27954

Educational background:

NC Licensed Clinical Social Worker, NC Licensed Clinical Addiction Specialist; Masters degree (MSW) from ECU

Business and civic experience and skills:

Prior: business owner, Coach - youth Running (60 feet/ MMS track), basketball (upward), Colington Youth sailing program volunteer, Outer Banks Sporting events volunteer, bike helmet donation project and other volunteer service in the past.

Other Boards/Committees/Commissions on which you presently serve:

~~None - prior service for Friends of the Elizabeth II Board.~~ Currently on Dare County Schools Parent Advisory Committee. Prior School Improvement team.

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

	Name	Business/Occupation	Address	Telephone
Professional:	Dr. Joann Hummers		119 Woodhill Drive, Nags Head, NC 27959	261-4512
Personal:	Eileen Miller		1006 Apsche Lane, Apex, NC 27503	(919) 714-3887
Community:	Michelle Ambrose Smith		149 Old Country, Manteo, NC 27954	(252) 202-566

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 7/10/2018 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 7-11-18

HEALTH AND HUMAN SERVICES BOARD
 (Staggered/Four Year Term)

The Health and Human Services Board serves as the policy-making, rule-making,
 and administrative board of the consolidated human services agency.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Kevin Phillips 186 Scuppernong Rd. Manteo, NC 27954 216-5751 (H) 473-5801 (O) (Pharmacist Position)	9/18	Apptd. 9/14
L'Tanya Murray 118 Raleigh Wood Dr. Manteo, NC 27954 423-1104 (H) 489-3629 (O) (At Large)	9/21	Apptd. 6/15 Reapptd. 9/17
Nicholas Kiouisis P.O. Box 35 Point Harbor, NC 27964 441-7064(O) 202-1354(H) (At Large)	9/18	Apptd. 9/13 Reapptd.9/14
Dr. Mark Grossman 512 Pirates Way Manteo, NC 27954 423-0975 (Veterinarian Position)	9/20	Apptd. 3/16 Reapptd. 9/16
David Ryan 267 Mother Vineyard Road Manteo, NC 27954 475-1029 (Engineer Position)	9/21	Apptd. 9/13 Reapprd. 9/17
Dr. Janet Riddick 259 Outrigger Dr. Kill Devil Hills, NC 27948 441-3163(O) 441-0309(H) (Optometrist Position)	9/19	Apptd. 9/13 Reapptd. 9/15
Wally Overman 549 Skyco Rd. Manteo, NC 27954 473-3433 (H) 216-6042 (O) (At Large)	9/20	Apptd. 3/17

Dr. James Woodson 104 Alder Branch Rd. Manteo, NC 27954 305-4450 (H) 441-1319 (O) (Dentist Position)	9-19	Apptd. 11/15
Alexis Hodges P.O. Box 29 Hatteras, NC 27943 986-2230 (H) 995-3900 (O) (Nurse Position)	9/20	Apptd. 9/13 Reapptd. 9/16
Tanya Barkley-Graham 550 Parkwood Dr. Kill Devil Hills, NC 27948 256-3023 (H) 489-1464 (O) (Social Worker Position)	9/18	Apptd. 1/14
Christian Lige' 6066 Martin's Point Rd. Kitty Hawk, NC 27949 261-3849 (H) (Physician Position)	9/21	Apptd. 9/13 Reapptd. 9/17
Mary E. Gray P.O. Box 1103 Buxton, NC 27920 995-5745 (At Large)	9/18	Apptd. 11/13 Reapptd. 9/14
Tim Shearin 136 Cannon Trail Manteo, NC 27954 473-1730 (H) 475-9251 (O) (At Large)	9/19	Apptd. 11/13 Reapptd. 9/15
Frank Hester P.O. Box 1068 Manteo, NC 27954 475-1964 (At Large)	9/20	Apptd. 11/13 Reapptd. 9/16
Kaye White 423 W. Villa Dunes Dr Nags Head, NC 27959 441-7062 (H) (At Large)	9/21	Apptd. 11/13 Reapptd. 9/17

Bob Woodard
305 Bay Dr.
Kill Devil Hills, NC 27948
480-6654 (H)
(Commissioner Rep.)

9/21

Apptd. 11/13
Reapptd. 9/17

NOTES:

Formed 9/13

MEETING INFO: – 3rd Tuesday of Feb., April, June, Sept., and Nov.; 6:30 p.m. DSS Bldg.

CONTACT INFO: Tim Shearin, Chair
Jay Burrus, Director

MEMBERS COMPENSATED: \$100 per meeting

9/14 - Kevin Phillips replaced Steve Evans
1/15 - Beverly Boswell appointed to fill unexpired term of Allen Burrus
6/15 - L'Tanya Murray filled unexpired term of Brant Murray
11/15 - Dr. James Woodson replaced Dr. J. Trahey Maner
3/16 - Dr. Mark Grossman filled unexpired term of Dr. Steven Samson
3/17 – Wally Overman appointed to fill unexpired term of Beverly Boswell

REVISED 9/17



Nursing Home Community Advisory Council

Description

See attached summary.

Board Action Requested

Take appropriate action

Item Presenter

Robert Outten, County Manager

September 2018

BOARD APPOINTMENT

NURSING HOME COMMUNITY ADVISORY COUNCIL

(Three Year Term)

The Nursing Home Community Advisory Council serves as an advocate through monitoring of care and resolution of grievances of nursing home patients or their families. The Council meets when needed.

There are two vacancies on the Nursing Home Community Advisory Council.

In March, 2018 the Dare County Board of Commissioners recommended Susie Walters to the Nursing Home Community Advisory Council. She could not be appointed until she completed required training.

She has completed her training and has been recommended for appointment.

Other Members:

See attached list



Janice Williams <janicew@darenc.com>

New CAC Member

1 message

Camille Craft <ccraft@accog.org>
To: "janicew@darenc.com" <janicew@darenc.com>

Fri, Aug 3, 2018 at 8:24 AM

Good morning,

We have a new CAC Member that has completed all three phases of her training. She needs to be appointed by the board.

Here is her information:

Susie Walters

[415 W. Raceview Court](#)

[Nags Head, NC](#)

Phone:441-9218

Thank you,

Camille Craft

Contract Specialist, Aging Programs,

& Ombudsman Program Assistant

Albemarle Commission

[512 S. Church Street](#)

Hertford, NC 27944

252-426-5753 ext 222

www.albemarlecommission.org



APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1st choice Nursing Home Advisory Committee

2nd choice _____

3rd choice _____

Name Pamela "Susie" Walters

Address 415 W. Raceview Court, PO Box 1075

City/State/Zip Nags Head, NC 27959

Email Address pswalters@earthlink.net

Telephone Home: 252-441-9218

Business: 252-207-5846

Resident of Dare County: yes no

Occupation: furniture refinishing & upholstery

Business Address: 413 W. Raceview Court, Nags Head, NC 27959

Educational background:

Associates Degree from COA

Business and civic experience and skills:

Dare County Board of Education 1996-2000, Nags Head Commissioner 2011- Present (current MPT)

Secretary/Treasurer Seamark Enterprises, Inc. 1987 - 2008, Accounts Payable Clerk for Dare County Schools 2008 - 2015

Other Boards/Committees/Commissions on which you presently serve:

Dare County Tourism Board 2014 - 2017 (current Chair)

Jeannette's Pier Advisory Committee 2012 - current

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Lib Fearing	Retiree	PO Box 1048, Manteo, NC 27954	252-473-2822
Tess Judge	Hotel Owner	4016 Ivy Lane, Kitty Hawk, NC 27949	252-216-6105
Cliff Ogburn	Nags Head Town Manager	PO Box 99, Nags Head, NC 27959	252-449-2010

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 10/15/17 Signature of applicant: *Danni Wolf*

FOR OFFICE USE ONLY:

Date received: 10/16/17

NURSING HOME COMMUNITY ADVISORY COUNCIL

(One Year Term, Three Year if reappointed)

Nursing Home Advisory Councils were established to maintain the intent of the Nursing Home and Adult Care Home Resident Bill of Rights within nursing homes and adult care homes across the state. The Committee promotes community involvement and cooperation to ensure quality of care for older adults. The Council is responsible for advising the County Commissioners of the general conditions that exist in Dare County's long term care facilities.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Vacant	12-18	
Jim Tobin (Ex-Officio) 6951 Pecan Lane PO Box 243 Manns Harbor, NC 27953 Jim.tobin@darenc.com 216-7732	1-21	Apptd 6-17 Reapptd. 1-18
Melissa McCarter 3102 Columbia St. Kill Devil Hills NC 27948 252-423-0654	1-19	Apptd. 6-16
Vacant	3-18	
Linda Putnam 972 Burnside Rd. Manteo, NC 27954 473-2669	9-19	Apptd. 10-14 Reapptd. 9-16
Mary Jernigan P.O. Box 345 Kill Devil Hills, NC 27948 252-305-1005	1-19	Apptd. 1-16

NOTES:

MEETING INFO: Quarterly, 10:00 a.m. at the Baum Center

CONTACT INFO:

MEMBERS COMPENSATED: No

WHEN APPOINTMENTS ARE MADE:

NOTIFY: Brandi Jordan, Regional LTC Ombudsman
The Albemarle Commission
P.O. Box 646, Hertford, NC 27944
252-426-5753, ext. 225
252-426-8482 (fax)

The Nursing Home Community Advisory Committee acts as a liaison between the Albemarle Commission and Peak Resources Nursing Home.

Marjorie Lane, Ombudsman of the Albemarle Commission called to ask for a copy of Mr. Russell Langley's letter of resignation from the Nursing Home Advisory Committee.

Ms. Lane said that by law only five members from Dare County should be on the Board. She recommended not replacing Mr. Langley since there were five members after his resignation. She also advised that law provides that one of the members is to be an individual recommended by the Nursing Home. She asked that the next time a term is due to expire, this slot be filled by such a person.

Dorothy Meers replaced Polly Bernd 9/90.

Dawn Gibbs replaced Alice Basnight 4/91.

Roy Riddick appointed to fill unexpired term of Emma Cannady. He can only be appointed for 1 year since this is his first appointment. His term will expire 1/94.

Liz Ann Creef appointed to fill seat left vacant by Dorothy Meers 1/95. Ms. Creef's term will expire 9/95.

Liz Ann Creef reappointed in 9/95 but later declined. Mary Hall appointed to fill her unexpired term 11/95.

Helen Beshens replaced Dawn Gibbs 1/97.

Lib Fearing replaced Dawn Gibbs 1/97.

Comm. Hassell replaced Roy Riddick. Her term will expire 1/97.

Louise Gray replaced Katherine McKimmey on 3/97.

Lovey Moore replaced Helen Beshens 6/97. Mrs. Beshens could not serve due to a family member being a resident at Britthaven.

Eleanor Meekins replaced Lib Fearing 6/97. Mrs. Fearing could not serve due to a family member being a resident of Britthaven.

Comm. Anna Sadler replaced Shirley Hassell 1/99.

Mary Conway replaced Lovie Moore 12/00.

Renee Cahoon filled unexpired term of Anna Sadler 1/01.

Joann Williams replaced Louise Gray 3/01.

Peggy Thank filled unexpired term of Mary Hall 5/01.

Lib Fearing apptd. to fill unexpired term of Joann Williams 9/03.

Kaye White apptd. to fill unexpired term of Renee Cahoon 9/03. Renee Cahoon can only serve as an ex-officio member and not as an active voting member of the board according to NCGS.

Dell Collins replaced Mary Conway 1/05.

Gail Sonesso replaced Patricia Schwartz 1/05.

Virginia Tillett replaced Renee Cahoon 1/05.

Cyrithia Kalongi replaced Dell Collins 1/06.

Frank Hester filled unexpired term of Peggy Thank 5/07.

Jackie Wenberg replaced Gail Sonesso 2/08.

Steve Jennette filled unexpired term of Jackie Wenberg 11/08.

Appollonia (Bella) Reber filled unexpired term of Frank Hester 9/09.

Phelpie Edmondson filled unexpired term of Steve Jennette 9/09.

Roger Barnett appointed to fill unexpired term of Phelpie Edmondson 4/10.

Janet Jordan replaced Kaye White 1/11.

Laurie Worsley apptd. to fill vacancy left by Lib Fearing 6/11.

Anita Edwards apptd. To fill unexpired term of Laurie Worsley who could not continue to serve due to a conflict 8/11.

Comm. Wally Overman filled unexpired term of Virginia Tillett 10/13.

Linda Putnam appointed to fill unexpired term of Appollonia Reber 10/14.

Margaret Umphlett replaced Wally Overman 1/15.

Mary Jernigan replaced Roger Barnett 1/16.

Melissa McCarter filled unexpired term of Janet Jordan 7/16.

Diannalea Knight filled unexpired term of Anita Edwards 12/16.

Jim Tobin filled unexpired term of Margarett Umphlett 6/17

On February 19, 2018 Cyrithia Kalonji and Diannalea Knight were removed from the Committee after Dare County received official notification from the State of North Carolina that they were not eligible for continued service based upon not completing the training requirements that are mandated by the NC General Statutes;

On March 5, 2018 the Board recommended that the applications of Richard Burris and Susie Walters be forwarded to the Ombudsman to undergo training required by the NC General Statutes prior to their names being submitted to the Board of Commissioners at a future date for formal appointment to the committee

REVISED 3/18



Upcoming Board Appointments

Description

The Dare County Board of Commissioners welcomes citizen participation on its many Boards and Committees.

Following is a list of the Boards and Committees that have terms expiring during the next 3 months. The list indicates when the item will be presented to the County Commissioners and any requirements that may pertain to the appointment.

Instructions on how to obtain and submit an application are attached along with additional information about each of the Boards and Committees with upcoming term appointments.

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

Upcoming Board & Committee Appointments

The Dare County Board of Commissioners welcomes citizen participation on Advisory Boards and Committees. This type of grassroots public involvement is the foundation of democracy and a vital part of maintaining Dare County as a quality place to live.

Following is a list of Boards and Committees that have terms expiring during the next 3 months. The list highlights when the item will be presented to the Board of Commissioners along with any special requirements that may pertain to the appointment.

Information about how to obtain and submit applications follows the list.

October 2018

1. Parks and Recreation Advisory Council

The Advisory Council reviews and advises Parks and Recreation in its efforts to promote, organize, plan and coordinate activities and programs for youth and adults in Dare County. 1 term expiring

November 2018

1. Older Adult Services Advisory Council

The Council advises Dare County in its efforts to promote, organize, plan and coordinate services and programs for residents and visitors to Dare County who are 55 years of age and older. 3 terms expiring

2. Rodanthe, Waves, Salvo Community Center Board

This Board operates and maintains the Rodanthe, Waves, Salvo Community Center facility and amenities for the use and benefit of all members of the villages. 2 terms expiring

3. Stumpy Point Community Center Board

This Board operates and maintains the Stumpy Point Community Center facility and amenities for the use and benefit of all members of the Stumpy Point Community. 1 term expiring

4. Youth Council

A community-based youth volunteer organization whose mission is to provide wholesome activities, civic projects and special events for their peers and to serve as the “voice” of youth to local governments on issues of interest to Dare County youth. 7 terms expiring

December 2018

1. Equalization and Review Board

The Board of Equalization and Review is a local citizen review board that hears property tax appeals from property owners in Dare County. Under North Carolina Law, each county must have an Equalization and Review Board to hear appeals of property values. 5 terms expiring

2. Special Motor Vehicle Valuation Review Committee

This Committee hears and reviews appeals of listings and valuations placed upon taxable motor vehicles located within Dare County. 3 terms expiring

-----Instructions for Obtaining and Submitting Applications-----

An application must be submitted in order for your name to be considered for a Board or Committee appointment. The form is available on the Dare County website, or by calling Janice Williams at 475-5800.

COMMISSIONERS' BUSINESS

MANAGER'S / ATTORNEY'S BUSINESS