



COUNTY OF DARE
PO Box 1000, MANTEO, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Tuesday, February 18, 2020

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

AGENDA

- 5:00 PM** **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** **Public Comments**
- ITEM 3** Southern Shores Library Committee
- ITEM 4** Results of the 2020 Countywide Revaluation
- ITEM 5** Dare Soil & Water Conservation District Report
- ITEM 6** E911 CenturyLink Contract - Amendment to the Capital Project Ordinance and Budget Amendment for the E911 Fund
- ITEM 7** Avon Village Beach Nourishment Project Consulting Engineer Contract
- ITEM 8** **Consent Agenda**
- 1. Approval of Minutes
 - 2. Statewide Mutual Aid Agreement
 - 3. Water Department Budget Amendment
 - 4. RECC/EOC Audio/Visual System Service Agreement with CENERO
 - 5. Audit Contract for FY 2020
 - 6. Four-Year Computer Lease for Dare County Sheriff's Office
 - 7. McGuireWoods Consulting – Lobby Agreement
 - 8. Tax Collector's Report
- ITEM 9** **Commissioners' Business & Manager's/Attorney's Business**

ADJOURN UNTIL 9:00 A.M. ON MARCH 2, 2020



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



Public Comments

Description

The Board of Commissioners encourages citizen participation and provides time on the agenda at every regularly scheduled meeting for Public Comments. This is an opportunity for anyone to speak directly to the entire Board of Commissioners for up to five minutes on any topic or item of concern.

Comments can be made at the Commissioners Meeting Room in Manteo or through an interactive video link at the Fessenden Center Annex in Buxton.

Commissioners Meeting Room - Administration Building, 954 Marshall Collins Drive, Manteo
Video Link - Fessenden Center Annex, 47017 Buxton Back Road, Buxton

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Southern Shores Library Committee

Description

The Town of Southern Shores has convened a Library Committee to examine the feasibility of opening a library branch in Southern Shores to serve Northern Dare County.

Board Action Requested

Informational presentation.

Item Presenter

Lilias Morrison, Member of Southern Shores Library Committee



Presentation To

**The Dare County
Board Of Commissioners**

**To establish
a Dare County Library Branch
in Southern Shores in order to
expand library services to
Northern Dare County**

“Northern
• Dare
Library”
• Kill Devil
Hills Library
Manteo
Library

Hatteras
Library



BACKGROUND

Members of the community expressed interest for a Northern Branch Library

- **15 March 2019: Southern Shores Public Meeting**
- **20 June 2019: Town of Southern Shores appoints Library Committee**
 - **TASK:** Examine the feasibility of modestly-sized Dare County Library Branch to expand service availability in northern Dare County
 - **MEMBERSHIP:** Representatives from the towns of Southern Shores, Duck, Kitty Hawk

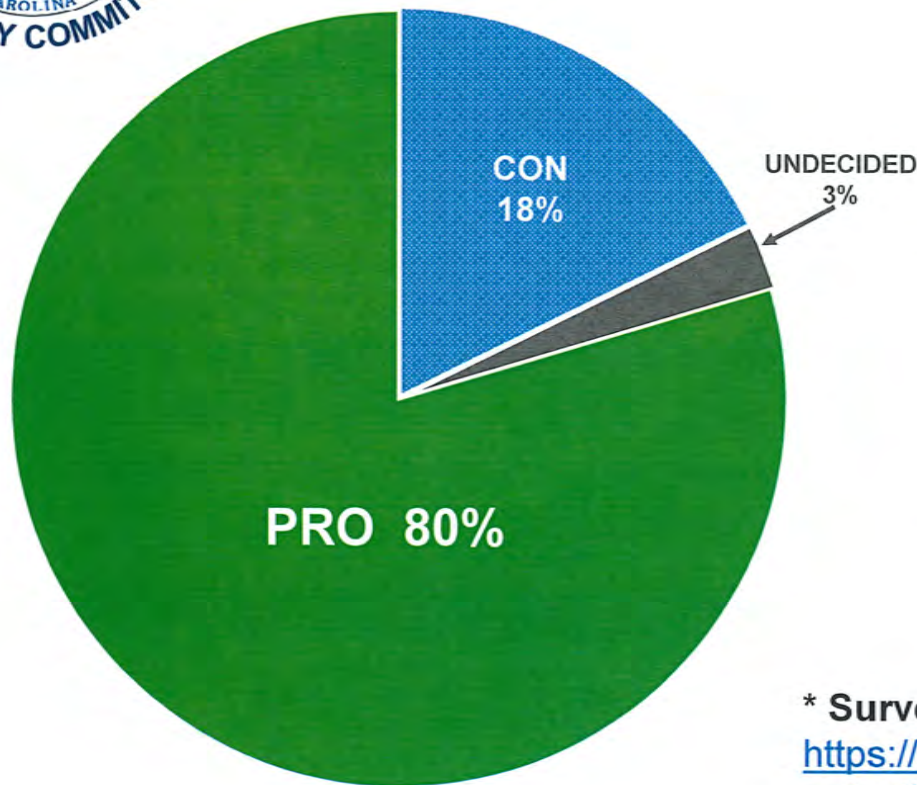


NEXT STEPS

- **October 2019: Voluntary Survey opened to all residents of Southern Shores, Duck, Kitty Hawk, and Martin's Point community (findings on next slides)**
- **December 2019: Findings presented to Town Council of Southern Shores which further tasked the committee to take a proposal to Dare County Commissioners for implementation**



SURVEY RESULTS



SURVEY RESPONSES: 403*

Southern Shores	237	(59%)
Duck	37	(9%)
Kitty Hawk	51	(13%)
Martin's Point	21	(5%)
Other Dare County	8	(2%)
Homeowner (non-res)	40	(10%)
Non-Dare County	9	(2%)

(Percentage Of Total Responses)

* Survey was voluntary and available on <https://www.southernshores-nc.gov/exploratory-committee-potential-branch-library/>



SURVEY FINDINGS

- **91%** Said having a Northern Branch for essential library services is important
- **80%** Support a Northern Dare Branch
- **75%** Would use library more if a Branch was located in Northern Dare

Most desired services

- Browse / check out / return books (91%)
- Adult & children's programs / tutoring (82% combined)
- Read news / periodicals (43%)
- Computer access and education



Central & suitable location identified at 6 Juniper Lane

OPPORTUNITY

- **Convenient to high traffic area, MarketPlace /Walmart / Home Depot**
- **2570 sq. ft. part of a TowneBank owned building**
- **Size comparable to Hatteras Branch Library**
- **Physical space modification required for library use**
- **TowneBank offering 10-year lease at one dollar per year**



BOARD ACTION REQUESTED

Please consider and approve
proposed
Northern Dare County Library Branch
for implementation in the
2020-2021 Dare County budget.

Thank you

• Northern
Dare
Library”

• Kill Devil
Hills Library
Manteo
Library

Hatteras
Library



Results of the 2020 Countywide Revaluation

Description

Presentation of results of the countywide property revaluation effective January 1, 2020.

Board Action Requested

none

Item Presenter

Greta Skeen, County Assessor
Hosea Wilson, Assistant County Assessor



Dare Soil & Water Conservation District Report

Description

District Report on cost share programs, projects, outreach and district business.

Board Action Requested

None - informational presentation

Item Presenter

Ann Daisey, Community Conservationist

Dare Soil and Water Conservation District

Report



District Mission Statement:

It is our mission to be a leader in the conservation of Dare County's soil and water. We collaborate, educate, fund and provide technical assistance to protect these resources from degradation and to enhance our wetlands, habitats, fisheries, farmlands and private properties.

Adopted 10/01/2019

COST SHARE PROGRAMS



\$5,000 assistance to 3 projects:

- Town of Duck rain garden
- Colington resident rain garden
- Kill Devil Hills resident rain garden



\$30,000 assistance to East Lake producer

- Land smoothing
- Cover crops



\$7,500 assistance to Roanoke Island producer

- Well pump
- Micro-irrigation

Division of Soil & Water Conservation District Environmental Enhancement Grant:

- Town of Manteo \$85,000 request for Town Commons permeable pavement
 - Town of Nags Head \$35,000 Spoundside Road grassed swales

District Cost Share Projects

- Legend**
- ACSP BMP
 - AGWRAP
 - CCAP
 - Outdoor Classroom



STREAM DEBRIS REMOVAL



Project Update:

Hurricane Matthew: Stumpy Point



Dorian/Michael:
Additional \$30,000 requested



East Lake/Highway 64

Remaining Work:
Southern beaches

ALLIGATOR WEED CONTROL: EAST LAKE YEAR 3



2017: 5.5ac
2018: 2.0ac
2019: 2.45ac

Outreach



Secotan Market Outreach



Earth Fair Dowdy Park



4H Outreach



5th Grade Bookmark Contest



Dare Soil & Water Conservation District
2019



by Jasmine Cook
First Flight Elementary School



Manteo High School



District Mission & Strategic Planning



District Mission Statement:

It is our mission to be a leader in the conservation of Dare County's soil and water. We collaborate, educate, fund and provide technical assistance to protect these resources from degradation and to enhance our wetlands, habitats, fisheries, farmlands and private properties.

Adopted 10/01/2019



MISSION

To be a leader in the conservation of Dare County's soil and water. We collaborate, educate, fund and provide technical assistance to protect these resources from degradation and to enhance our wetlands, habitats, fisheries, farmlands and private properties.

5 YEAR PLAN - GOALS and OBJECTIVES

The Dare Soil & Water Conservation District (SWCD) will work toward objectives in the next five years. This plan will be revised and adapted as needed.

STAFF with BOARD of SUPERVISORS

- **COLLABORATE** - Collaborate with county, local, state and emerging conservation issues.
 - Strengthen and build relationships between soil and water conservation groups
 - Provide updates to Dare County Commissioners annually
 - Host annual meet and greet to build relationships and collaborative opportunities
 - Partner on conservation projects and planning with local, state and federal governments and district
 - Jointly implement projects that address conservation concerns
 - Create a priority watershed list to prioritize conservation projects
 - Participate in a Dare County Stormwater Management Plan
 - Implement demonstration Best Management Practices
- **EDUCATE** - Educate to inform county citizens about soil and water conservation concerns and best practices to address them.
 - Support education and outreach on local water quality, erosion and sedimentation, and conservation
 - Partner with county and local municipalities to spread awareness through various programs/preferred practices
 - Circulate electronic newsletter
 - Encourage links to soil and water website on municipality websites
 - Public outreach as opportunities present themselves (ex. Rotary Clubs, HOAs, etc.)
 - Press Releases/Videos as warranted

Deliver Soil and Water Education Programs to include



BOARD of SUPERVISORS

- Provide education on the use of service districts to facilitate water management on a regional scale
- Foster the growth of leadership skills for board and staff
 - Create a skill (professional) development plan for staff
 - Identify skill gaps and needs
 - Identify opportunities for securing desired/needed skills
 - Establish funding and timeline for securing skills
- Support Job Approval Authority (JAA) for staff and additional certification process to ensure consistent BMP planning and design, local district access to technical assistance, and efficient delivery of the NC Cost Share Programs
- Seek increased funding levels for CCAP
- Seek increased technical staffing to innovate and implement voluntary conservation solutions by addressing local and regional emerging issues
- Seek educational and/or administrative staffing to support technical services and increase local awareness/knowledge about soil and water conservation practices
- Seek to establish a separate department designation for soil & water as referenced in the Memorandum of Understanding (MOU) between Dare County and the State of North Carolina
- Seek Dare Board of Commissioners support to move the soil & water office to the cooperative extension building



Alone we can do so little; together we can do so much.
— Helen Keller



E911 CenturyLink Contract - Amendment to the Capital Project Ordinance and Budget Amendment for the E911 Fund

Description

Please see the following Item Summary.

Board Action Requested

Adopt amendment to the capital project ordinance and approve the budget amendment

Item Presenter

David Clawson, Finance Director

Item Summary: E911 CenturyLink Contract – amendment to Capital Project Ordinance and Budget Amendment for the E911 Fund

The County and CenturyLink executed a contract dated 11/7/2016 for both the Regional Emergency Communications Center (RECC) project and for E911 operating costs after project completion for “A911 Network services”.

CenturyLink did not invoice the County for the final project portion of the project cost and never started invoicing the County for E911 operating costs beginning in April 2018 (after one year of warranty).

County staff inquired multiple times about the issue and were notified, in writing, that there were no outstanding amounts due to CenturyLink.

Staff did not agree and 1) left the capital project budget open, and 2) budgeted the annual contract amount in the E911 Fund operating budget.

CenturyLink has now contacted the County stating that the amounts per the contract are due, a total of \$431,546. Per CenturyLink:

Thank you for meeting with the CenturyLink team Friday. As discussed, CenturyLink recently noticed a billing discrepancy that occurred on account 461043381, which resulted in services being delivered, accepted, and working; however, billing of the services was not commenced upon acceptance. On 4/4/18, CenturyLink received a signed CCA (attached) that accepted the service. Our ordering system requires manual triggering of billing-upon receipt of the CCA. Unfortunately, the person designated to trigger the billing left the business prior to completion. Reporting did not identify the past due task until our audits were updated recently, and the billing discrepancy was discovered.

As also discussed, CenturyLink will be triggering billing go forward, beginning with the next bill cycle. To address the discrepancy, we will need to debit the account approximately \$431,545.20. This is a basic calculation using the start date of 4/4/18 through 2/27/20. Depending upon the start bill date, and if the system bills forward or in arrears, this debit amount could be reduced or increased accordingly.

Thank you,
Sheena Hummell
MGR Billing Customer Care - Customer Financial Services
665 Lexington Ave
Mansfield, OH 44907

\$151,266 will be paid from the capital project budget, using the amount reserved for the contract and \$49,846 of unbudgeted interest income.

\$280,280 will be paid from the E911 Fund operating budget using the current year budget plus \$152,151 of appropriated fund balance for amounts related to prior years. The payment does not create an E911 fund issue with projected ending fund balances of \$531,648 for FY 2020 and \$459,415 for FY 2021.

**County of Dare, North Carolina
Grant Project Ordinance**

**for
Dare Tyrrell Regional Emergency Communications Center and Dare Emergency Operations Center**

BE IT ORDAINED by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2(a) of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance, originally adopted on 10/6/2014 and amended on January 20, 2015, April 6, 2015, August 3, 2015, September 21, 2015, February 1, 2016, April 4, 2016, May 16, 2016, June 6, 2016 and March 6, 2017, is hereby amended.

Section 1 The project is the Consolidated Dare, Tyrrell and Hyde Counties E911 Regional Emergency Communications Center (RECC) and Dare County Emergency Operations Center. The purpose of this amendment is to adjust the project budget for technology charges per the A911 contract with CenturyLink.

Section 2 The following budget shall be conducted within the Capital Projects Fund (#61). The project number is 60062 and the debt project number is 98721.

Section 3 The amounts appropriated for the project are increased as indicated.

Technology RECC	615527-737524-60062	\$49,846
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Section 4 The following revenues additionally anticipated to be available to complete the project as indicated.

Interest income	613090-450100-60062	\$49,846
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Section 5 The County Manager is authorized to execute change orders and adjust this project ordinance from project contingencies for individual amounts of \$25,000 or less.

Section 6 The Finance Officer is directed to report the financial status of the project as a part of the normal monthly financial reporting process currently in place.

Section 7 Copies of this capital project ordinance shall be furnished to the Finance Officer and to the Clerk to the Board of Commissioners.

Adopted this 18th day of February 2020

Chairman, Board of Commissioners

[SEAL]

Cheryl Anby, Clerk to the Board of Commissioners

DARE COUNTY

BUDGET AMENDMENT

F/Y 2019-2020

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
E911 Fund					
<u>Revenues:</u>					
Appropriated fund balance	213527	499900		\$152,151	
<u>Expenditures:</u>					
ANI/ALI Services	214527	510706		\$152,151	

Explanation:

Per Board action on 2/18/2020 for CenturyLink billing errors & omissions on executed contract for RECC.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



Avon Village Beach Nourishment Project Consulting Engineer Contract

Description

On February 4, 2020, the Board of Commissioners approved Coastal Science Engineering as the consulting engineer for the Avon Village Beach Nourishment Project. CSE has presented a proposal for a Phase 1 schedule for Board approval.

Board Action Requested

Approve and authorize County Manager to sign final contract.

Item Presenter

County Manager, Robert Outten



February 10, 2020

H. Robert Outten, County Manager
County of Dare
954 Marshall C. Collins Drive (286)
PO Box 1000
Manteo, NC 27954

Tel: 252-475-5800
Email: outten@darenc.com

RE: Proposal for Consulting Services for Avon Village Beach Nourishment Project for Dare County (NC)
Phase 1 — Feasibility Study [P2525]

Dear Mr. Outten:

On behalf of Coastal Science & Engineering (CSE), we are pleased to submit the enclosed proposal for professional services in connection with the above-referenced project. Our proposed scope of work covers a Phase 1 Feasibility Study for the Avon Village area and follows the guidance provided by the County in the 4 December 2019 RFQ. This proposal builds on our team’s Statement of Qualifications submitted to the County on 16 January 2020, and various scoping discussions during the past several years.

We have proposed a Phase 1 schedule that accomplishes the necessary field data collection, analytical and modeling work, and report preparation within ~6 months. We look forward to working closely with the Board of Commissioners and you in developing alternative beach restoration plans which best meet the needs of the County.

Please contact Haiqing or me any time if you need any additional explanation of our proposed tasks, personnel requirements, or estimates of direct expenses. After you have a chance to review the proposal and record any modifications, we will prepare and submit a standard form Agreement for your consideration.

Thank you, again, for your continued support and encouragement.

Yours truly,

Coastal Science & Engineering (CSE)

Timothy W Kana PhD PG
President

Haiqing L Kaczowski PhD PE
Vice President

cc: CSE Business Office

EXHIBIT A — THE PROPOSAL

[P2525 – 10 February 2020]

Consulting Engineering for Avon Village Beach Nourishment County of Dare, North Carolina Phase 1 — Feasibility Study

1.0 INTRODUCTION

This proposal is submitted by Coastal Science & Engineering (CSE—Engineer) at the request of Dare County, North Carolina (Owner), for coastal engineering and preliminary services in connection with a potential beach nourishment project for the Village of Avon. The County has selected CSE to “. . . perform planning, analysis, engineering design, and environmental investigations to assess the feasibility of constructing a beach nourishment project on Avon Beach spanning approximately 1.54 miles...between the Avon Pier and Askins Creek North Drive.” (RFQ dated 4 December 2019 and Statement of Qualifications by CSE dated 16 January 2020). *“The purpose of the project is to stabilize the shoreline to protect NC Highway 12 and public utility infrastructure from overwash, inundation, and undermining during storm events.”*

The anticipated services would be conducted in a phased approach and would depend largely on the results of an initial Feasibility Study – Phase 1. The feasibility study would focus on the following elements (from the RFQ):

- Establish design objective, primary considerations, and constraints.
- Develop proposed plan sections.
- Identify proposed sand sources.
- Identify vulnerability to storm damage and long-term erosion.
- Identify anticipated monitoring, physical and biological investigations, and costs.
- Establish in detail NEPA/SEPA document and environmental permitting requirements.
- Assess the capital and maintenance costs for 15 years.

Subsequent phases, subject to plan approval by the County, would involve environmental permitting (including preparation of programmatic-type NEPA/SEPA documents that address 15-year impacts of multiple nourishment projects), confirmation of sand sources, permitting, detailed design analyses, liaison with the County and local community groups, preparation of construction drawings and documents, coordination of bids, construction administration, and post-construction monitoring.

The present proposal covers Phase 1 — Feasibility Study Services.

Proposed General Approach — Phase 1

The Team's proposed study approach during Phase 1 includes:

- Assemble and review available erosion and borrow source data relevant to the eroding site.
- Obtain site-specific wave data from NOAA Wave Watch III and USACE Wave Information Studies (WIS).
- Establish control and stations, and complete systematic field surveys to establish the profile volumes along Avon Beach and nearby adjacent areas.
- Develop by analytical means a recommended, minimum ideal profile volume which can protect NC Highway 12 and community infrastructure and withstand normal yearly changes along the dry beach as well as withstand erosion during storm events.
- Analyze historical data and compare with CSE's planned surveys to calculate (or estimate) historical, volumetric erosion rates by extrapolation of shoreline change data over decadal time scales. (This can be accomplished in the absence of historical profile data by applying basic relationships between linear erosion rates and volume erosion rates which CSE can approximate from similar profiles at Buxton, Rodanthe, and Nags Head where more historical data are available.)
- Prepare an estimate of the 15-year nourishment requirement to maintain a minimum ideal profile volume along critically eroded sections of Avon Village, particularly focusing on variations in erosion between critically eroding sections and adjacent accreting sections of the beach.
- Prepare a search plan for offshore sand resources and obtain a regional grid of cores in potential offshore borrow areas near Avon.
- Analyze offshore sediments from core data and compare with native sand quality on the Avon beach, including sediment compatibility analysis via industry-standard methods.
- Identify and evaluate other potential borrow areas (eg — onshore pits, lagoon sources, accreted lands, etc) that may serve as alternative sources.
- Prepare preliminary designs for beach restoration including project length, nourishment volume, fill densities, borrow source(s), construction method(s), renourishment interval, and opinion of probable construction cost for up to 15 years.
- Evaluate the nourishment designs by numerical models to determine the design life and identify vulnerability to storm damage and long-term erosion.
- Identify and evaluate other related factors/opportunities for increasing the design life of the beach restoration project site via (1) periodic sand scraping and transfer from accreting areas ("onshore recycling"), (2) coordinating with other projects to share mobilization costs, or (3) other opportunities identified by Dare County officials.
- Outline the environmental permitting requirements under NEPA and SEPA for the implementation of the restoration plan.

CSE anticipates developing preliminary plans with a design life of 5 years, 10 years, and 15 years unless otherwise directed by Dare County officials.

In the course of developing the above-listed data and criteria, CSE will review existing scientific reports and seek to determine the underlying causes of accelerated erosion south of Avon Pier. Certain common “*signatures of erosion*” tend to dominate at a site so a goal of the proposed study is to isolate the most important factors and recommend projects that mitigate or counteract the root causes. CSE has identified at least three possible causes of accelerated erosion along Avon Beach including:

- A higher than normal incidence of damaging storms since Hurricane *Matthew* (2016) impacted the region which has prevented the visible beach from rebuilding during fairweather periods.
- Accelerated erosion associated with large-scale variations in beach width (ie – rhythmic alongshore topography) which are related to variations and downcoast migration in the offshore bar.
- Short-term (years) cycles of accelerated sea level rise superimposed on longer-term (decadal) secular sea level rise.

CSE will also evaluate regional trends in erosion and accretion to determine whether Avon Beach is subject to decadal-scale cycles of longshore bar migration and systematic changes in beach volumes and widths.

2.0 SCOPE OF SERVICES

The following scope of services details CSE’ proposed work by task. An itemized budget estimate for professional services and expenses follows. No target construction budget has been established by Dare County. CSE’s work plan identifies four primary Phase 1 tasks to develop preliminary designs and evaluate the feasibility of beach restoration along Avon Beach consistent with Dare County goals and objectives.

Task 1) Project Management, Coordination, and Literature Review

CSE proposes to meet with County officials and review the goals and objectives of the project during the course of our Phase 1 work. The specific project limits may be modified at the direction of County officials if the results of the Feasibility Study indicate such modification would increase the project design life or otherwise reduce project costs.

CSE will conduct a search for historical shoreline, bathymetry, and sediment quality data relevant to the Avon project area. CSE is aware of the following related studies and prior restoration projects.

- Studies by NCDOT and North Carolina State University (c/o Dr. Marjorie Overton) on the condition of the beach, history of breach inlets, and modeling of dune breaching.
- DEQ Division of Coastal Management (NCDQM) official 50-year shoreline change maps and rates.

- Reconnaissance offshore sand sampling by various university researchers, North Carolina Geological Survey, and US Bureau of Ocean Energy Management (BOEM).
- Feasibility study and shoreline erosion assessment and plan for Rodanthe and Buxton areas (2013).
- Beach nourishment projects along Buxton (1960s to present).
- Shoreline and coastal process studies by various university researchers and US Geological Survey (USGS) (1970s to present).

The specific hard data our team seeks is recoverable beach survey data (eg — datum-based shorelines, profiles, and bathymetry), nourishment quantities, placement limits and borrow areas utilized in prior projects, and sediment-quality data for prior beach projects and borrow areas. If such data are not found, CSE's analyses will, by default, utilize NCDQM historical shorelines as a proxy for volumetric erosion estimates and comparisons with the condition surveys proposed herein.

Task 1 services generally correspond to “Step 1” as described in CSE's Statement of Qualifications (SOQ – pg 15) for the present project.

Task 1 will cover the time to obtain and review the available data, reports, literature, and prior project documents. Other Task 1 time will be required for liaison with County officials. For budgeting purposes, CSE assumes Task 1 will require up to six (6) days of senior professional time and eleven (11) days of scientist/ technical assistant time. This includes two trips for meetings and presentations with County officials.

Task 2A) Beach Condition Survey

CSE proposes to mobilize a two-person field team and survey equipment for purposes of obtaining detailed measurements of the beach and inshore zone along Avon Beach. CSE established a baseline and grid between Oregon Inlet and Cape Point for the CSE 2013 Feasibility Study of Rodanthe and Buxton. We propose to utilize the same baseline and set up evenly spaced transects at 500 feet (ft) spacing along the length of Avon. This will facilitate future monitoring of Hatteras Island. CSE will survey a grid of beach and inshore profiles by RTK-GPS (Trimble R10 GNSS) from the Highway 12 and/or existing buildings/backshore/dune to (~)–35 ft NAVD (or deeper). Profiles will be referenced to the NC State Plane Coordinate system and NAVD vertical datum. If historical profiles are found and can be reproduced, CSE will attempt to match locations of previous surveys by others, as available. Data for profiles will be entered into the computer and superimposed on a project map using the Avon GIS community map (if available) as a base. They will be merged with historical profiles, as applicable.

CSE proposes to survey ~4 miles of beach centered at Avon (ie – ~42 profile lines minimum) for the Avon project area and adjacent beach areas including up to 2,500 linear feet of NPS Park shoreline outside of Avon Village limits. These limits are expected to cover sufficient adjacent areas for project formulation and analysis of nourishment impact on the upcoast and downcoast areas. Historical

shoreline data show trends of moderate accretion at the north end of Avon and focused erosion along the 1.5-mile reach south of Avon Pier. CSE's methodology and standards for beach surveying are contained in CSE's SOQ (Appendix B) dated 16 January 2020 for the present project.

Profiles will be analyzed using CSE's Beach Profile Analysis System (BPAS) software which facilitates plotting, volumetric analyses, calculation of distances to reference contours from fixed backshore points, and preparation of design sections. Profiles will be used to calculate sand surpluses and deficits between reference contours (basic criteria for determining the relative condition of the dune and beach from section to section, etc). An ideal or target profile volume to protect Dare County infrastructure between the toe of the dune and the outer bar (or approximately the estimated depth of closure at -24 ft NAVD) will be defined for Avon such that results from individual profiles and groups of profiles (ie, reaches) can be measured against the target. CSE's proposed analytical methodology will be similar to the analysis in CSE (2013) for the Rodanthe and Buxton nourishment feasibility study.

Unit volumes will be computed for each profile and normalized against the target volume to identify reaches having a sand surplus or a sand deficit. This provides a rational basis for recommending nourishment volumes and prioritizing reaches. For example, if a given section has less sand than the target (or regional average), that section may require more sand than healthy sections of the beach. For a setting like Avon, any beach nourishment is expected to serve as a "feeder" for adjacent unnourished areas. In other words, sand placed along the project area is expected to spread north and south depending on the wave direction. CSE's condition surveys will be compared with prior surveys (to the extent data are available) and will be used to calculate sand volume losses or gains for recent time periods. The results for individual profiles will be combined to compute net erosion losses by reach. Ideally, average annual erosion estimates should be derived from decadal-scale datasets.

Beach condition surveys under Task 2A correspond to "Step 2" as described in CSE's SOQ (pg 15).

During Task 2A, CSE will obtain sediment samples along a minimum of six (6) transects (~2,500-ft spacing) with individual samples taken from the foredune, dry beach, wet beach, and approximate low-tide mark. These samples will provide a measure of the appropriate sand sizes needed for nourishment of the visible beach. During subsequent phases (if approved by the County), more detailed sampling would be performed according to NC Coastal Resources Commission (sediment criteria rules for beach nourishment). For Phase 1 budgeting purposes, CSE assumes a total of 24 "native beach" samples will be sufficient for the initial characterization of the project area. Sediment samples will be analyzed using standard laboratory procedures for:

- Grain-size distribution (0.25 phi intervals via mechanical sieving).
- Percent of calcium carbonate (shell).
- Percent of gravel (>2 millimeter [mm] diameter).
- Percent of silt (<0.0625 mm diameter).

If mud is present in visible quantities, percent mud will also be analyzed.

CSE will obtain oblique aerial imagery of the beach and shoals of the 4-mile survey area at low tide. CSE will also obtain ortho mapping of the critical 1.54-mile area south of the Avon Pier. CSE maintains and operates a DJI Phantom 4 Pro (P4P) unmanned aerial system (UAS). The P4P is equipped with a 20 megapixel, 1-inch CMOS image sensor, and a mechanical shutter. This payload results in a powerful camera that eliminates distortion when flying at high speeds and can be used for the proposed aerial photography task. Oblique imagery will be used to offer visual depictions of the beach condition, dune condition, and shoal locations. The orthorectified photo mosaics will provide digital elevation data at 3-in pixel resolution, and will be used to lay out nourishment designs.

Deliverables under Task 2A will include x-y-z coordinate data, plotted profiles in x-y-z format (including comparisons with available earlier profiles), and sediment grain-size distributions (frequency and cumulative frequency curves and summary statistics). Deliverables under this task will also include a series of oblique aerial photos and rectified orthophotographs of the project area.

Task 2A will cover professional and technical associate time to mobilize personnel and equipment to the project site, collect onshore and inshore data and process the data (QA/QC procedures), prepare manageable datasets, and plot the data in a CAD/GIS map database. CSE estimates that Task 2A will require five (5) days of professional/scientist time, thirteen (13) days of technical associate/assistant time, and two (2) days of CAD technical associate time.

Task 2B) Reconnaissance Offshore Borings and Sand Search

As part of the proposed Task 2B field data collection, CSE will investigate potential borrow sources for the Avon project area (ie – “Step 3” as described in the SOQ – pg 15). The possible borrow areas include:

- Offshore deposits which may be accessed via ocean-certified dredges.
- Sound deposits which may be accessed via “harbor” dredges.
- Inland/onshore deposits in areas permitted for sand extraction.

Emphasis will be placed on potential offshore deposits because sound deposits are considered to entail difficult permitting and administrative coordination with NPS and other federal agencies. CSE will evaluate alternative borrow sources as opportunities arise at the direction of County officials. Such evaluation will generally entail sand sampling and analysis of compatibility with the native beach. The majority of the Team’s effort under Task 2B will involve field data collection at target offshore borrow areas. Specific target search areas will be determined based on:

- Review of available literature and reports.
- Review of available bathymetry and positions of shoals.
- Proximity to project beach areas.
- Consideration of dredge operation constraints, costs, and efficiencies.
- Consideration of environmental impacts.
- Consideration of special protected habitat designations by federal or state resource agencies.

Off Avon, there are potential borrow areas near the margins of Kinakeet shoals within several miles of the beach (ie – well removed from the active beach zone). The target depth for offshore excavations in operational depths will be ~35–55 ft.

CSE proposes to mobilize field personnel, a 24-ft survey boat, and support equipment to Avon, and obtain at least ten (10) borings ~6–10 ft in length as conditions permit. Core borings will be spaced ~2,000–3,000 ft apart in “regional” grids targeting likely sand deposits. Borings will be made using CSE’s custom coring system and 3-inch aluminum core barrels*. Field personnel will record the coordinates, water depth, depth of penetration, and depth of recovery. Cores will be split, logged, sampled, and analyzed for grain-size distribution, percent mud (silt and clay), percent shell material, and percent gravel-sized material using the same procedures as Task 2A for the native beach. The results will be compared with industry standards for beach nourishment including overfill ratios (a measure of the degree of similarity between borrow sediments and native beach sediments).

* If weather and wave conditions preclude the use of CSE’s coring system within the timetable proposed for the feasibility study, CSE will subcontract the borings to a qualified geotechnical consultant, Athena Technologies (McClellanville SC). The proposed budget includes an allowance for the alternate subconsultancy. The amount of the allowance is the additional cost to the County after subtracting the corresponding offset in CSE’s budget.

Work under Tasks 2A and 2B is highly weather-dependent. It is anticipated the field data collection will be performed in April or May 2020 when conditions offshore are generally more favorable. For work off Avon, CSE will mobilize out of the Oregon Inlet Fishing Center. The project site and offshore sand search area(s) are ~30 miles from Oregon Inlet.

For budgeting purposes, CSE assumes that a total of 30 sediment samples will be analyzed under Task 2B, consisting of ~3 samples from each boring according to trends in sediment quality. Task 2B services will be performed under a separate mobilization from Task 2A, and will require two (2) days of professional geologist time, twenty (20) days of scientist/technical associate/field assistant time to complete with a minimum of three people for coring operations. A schedule of equipment rental rates is given in the budget section.

Task 3) Coastal Engineering Study and Alternative Plans

CSE proposes to conduct a coastal engineering study and develop specific alternative plans for beach restoration at Avon under Task 3. Historical erosion data and the results of Task 2 field data collection will serve as a basis for the plans. Each plan will take into account:

- Specific beach conditions and erosion rates along Avon.
- Existing sediment deficits with respect to "healthy" beaches in nearby areas.
- Site-specific coastal processes, littoral transport pathways, and beach sediment quality.
- Existing exposure of county and state infrastructure, development setbacks, and jurisdiction boundaries.
- Opportunities for combining county-sponsored projects with emergency nourishment projects.

CSE proposes to develop a specific plan for the county which includes:

- Prioritization of the Avon reach(es) needing nourishment particularly to protect existing infrastructure based on quantifiable sand deficits.
- Identification of potential short-term, low-cost protection measures such as beach scraping or sand hauling from nearby onshore borrow pits.
- Estimated nourishment requirements for a 5-year, 10-year, and/or 15-year periods based on best-available erosion rate information.
- Identification of borrow sources that could potentially yield beach-quality sands.
- Assessment of the technical feasibility of nourishment combined with federal navigation projects in Oregon Inlet with regard to:
 - Sediment quality — fill ratio factors and design life.
 - Excess cost of beach disposal.
 - Logistics and specialty equipment required (eg – hopper dredge placement).
 - Environmental protection.
 - Coastal processes and net sand-transport patterns.
 - Regional coastal morphology.
 - Assessment of the technical feasibility of nourishment combined with other projects in Dare County (eg, Buxton).

CSE will evaluate alternative nourishment designs by means of numerical models— SBEACH/XBEACH and GENESIS. These models provide numerical simulations of cross-shore profile adjustment due to storms as well as shoreline change due to longshore processes and sediment transport. Each model requires input wave data which will be obtained from NOAA offshore buoys (provides long-term real-time data) or NOAA Wave Watch III or USACE Wave Information Studies (long-term hindcast data). Upland topography and underwater bathymetry collected under Task 2A will be used to set up the models, and historical erosion rates established under Task 1 will be used to calibrate the models for local conditions. Once calibrated, these models allow simulations of alternative nourishment configurations and the impacts of storms of varying intensities. The models will help demonstrate the viability of the project and the design life. It can also provide a measure of the degree of protection and coastal resiliency that nourishment offers.

Work under Task 3 is related to “Step 4” as listed in CSE’s SOQ.

The plans would draw on available reports and new field data (Tasks 1 and 2) and would be presented on an individual project basis with appropriate graphics to illustrate boundaries and typical cross-sections. CSE will overlay the plans on digital county base maps or orthophotographs to provide detail of backshore development. Several post-storm aerial images and LiDAR surveys are available for the Avon area including NOAA “topo-bathy” data collected in June 2019 by LiDAR. This imagery will be suitable for illustrating the boundaries and limits of proposed projects.

CSE will evaluate potential alternate borrow sources such as an onshore borrow pit in Avon and aggregate sources in the Buxton area that may be available in coordination with County officials. CSE will also reference past projects involving excavations of deposits in Pamlico Sound near the project area (as applicable) and will provide an assessment of the advantages and disadvantages of such alternative borrow areas. Sample collection and testing of inland pits or sound sources are budgeted for up to ten (10) samples pending confirmation of their availability.

CSE's proposed level of detail for the plans is appropriate for preliminary designs and preparation of opinions of probable costs. This will be similar to Phase 1 services provided by CSE to Dare County for the Rodanthe and Buxton Feasibility Study (CSE 2013). The final report will focus on practical alternative plans, quantities, costs, and environmental permitting requirements, and will not provide excessive literature review or theoretical basis of the design.

Task 3 will cover professional and technical associate time to prepare project formulations and numerical simulations for various project design lives. Professional time will be required to check market conditions and develop an opinion of probable construction cost for each alternative. CSE estimates that Task 3 will require seventeen (17) days of senior professional time and thirty-eight (38) days of assistant engineer, scientist, CAD technical associate, and technical assistant time.

Task 4) Preparation of Phase 1 Feasibility Report and Recommendations

CSE will prepare a Phase 1 feasibility report and recommendations, including anticipated requirements for project implementation (Phases 2, 3, etc).

The feasibility report will provide a discussion of:

- Project rationale based on site-specific causes and rates of erosion as we understand them to be.
- Specific fill schedules (unit fill quantities and total fill quantities by reach and project design life).
- Expected outcome (ie – estimated width of the beach after project completion and rates of loss after construction).
- Numerical modeling methodology and results of nourishment designs.
- Liaison requirements with the federal government (eg – adjacent owners, NPS, USFWS) as we understand them.
- Permit requirements.
- Final design requirements.
- Opinion of probable construction costs including mobilization costs and dredging costs.
- Recommendations for construction efficiencies (eg – possible pairing of nearby projects to share mobilization costs).
- Identification of ways project longevity can be improved along the project area.

Work under Task 4 is related to “Steps 5–7” as listed in CSE’s SOQ.

Personnel requirements will include professional time to meet with county officials, local community leaders, regulatory agencies, and NPS to review the findings and identify other potential opportunities for borrow sources before plan completion. CSE estimates Task 4 will require eight (8) days of senior professional time, thirteen (13) days of assistant engineer and coastal scientist time, and eleven (11) days of CAD/technical assistant time.

3.0 PROJECT MANAGEMENT

The project will be directed by Dr. Timothy W Kana (NC PG 1752), who will also serve as project principal, providing liaison between CSE and Dare County. Dr. Haiqing L. Kaczkowski (NC PE 37281) will serve as the senior coastal engineer and will supervise design analyses and project formulations. CSE staff scientists and technicians will assist the project engineer with field data collection and data reduction and analysis, including Dr. Patrick Barrineau (coastal scientist), Steven Traynum (MS – coastal scientist), Drew Giles (technical associate and USCG-licensed captain), Trey Hair (CAD technical associate), Luke Fleniken (field and laboratory assistant), and Carrie Marks (reports manager). Resumes for CSE’s staff are provided in the 16 January 2020 SOQ for the project.

Personnel Time Estimates

Personnel time estimates to complete Tasks 1–4 (Phase 1 services) are based on CSE’s experience with similar projects (see specific estimates under each task) and on our understanding of the level of detail desired by Dare County for the Phase 1 feasibility report. CSE agrees to perform the herein-stated services within the personnel times proposed but requests the right to substitute personnel within and between tasks if it will result in more efficiency and less cost to Dare County for the project.

Schedule

CSE’s proposed completion time frame for Tasks 1–4 as outlined herein is 31 August 2020, assuming authorization is received to initiate work under this proposal no later than 1 March. Because of water temperatures and weather uncertainties, the borings will likely be obtained no earlier than May. The beach condition survey will also be performed in April–May during the earliest available weather window.

Proposed Project Schedule for Phase 1 Services

<u>Feb–Mar 2020</u>	Finalize agreement for services Initiate work – search for and assemble historical data (Task 1) Provide liaison with County officials (Task 1) Obtain aerial imagery (public domain) as available Set up project base maps and digital control points Measure building offsets from the beach and CSE baseline
<u>Apr–May 2020</u>	Beach condition survey (Task 2A) Beach sediment sampling (Task 2A) Offshore borings (Task 2B) Borrow pit sediment sampling and testing (Task 2B)
<u>Apr–Jul 2020</u>	Laboratory sediment testing and data analysis (Tasks 2 and 3) Plan formulation (Task 3) Analyses of alternatives (Task 3) Numerical Modeling (Task 3)
<u>Jul–Aug 2020</u>	Report preparation (Task 4) Environmental permitting requirements (Task 4) Coordination requirements with NPS (Task 4)
<u>31 Aug</u>	Submit Phase 1 report

Deliverables

CSE will prepare a Phase 1 feasibility report and recommendations, including a summary of data collection and analyses and anticipated requirements for project implementation (Phases 2, 3, etc).

The feasibility report will provide a discussion of:

- 24 beach sediment samples (define “native” beach)
- 42 beach and nearshore profiles at 500 ft spacing encompassing ~4 miles of oceanfront centered along Avon Village between the backshore development and/or NC Highway 12 edge and –35 ft NAVD depth contour.
- Volumetric erosion rates by reach, comparing proposed profiles with historical profiles (as available) (measurements and calculations partitioned among upper beach, intertidal beach, and inshore zone).
- Minimum of 10 borings (6–10 ft long) off Avon (shoals within ~5 miles of the project area) to characterize sediment quality.

- Up to 40 sediment samples from offshore cores and upland borrow pits analyzed for sediment quality and grain size distribution.
- A summary report containing the field data, core logs, sediment grain-size statistics, profiles, volume calculations, numerical modeling, and preliminary design profiles.
- An estimate of probable construction cost using potential offshore borrow areas and (as applicable) potential inland or sound deposits.
- Summary of environmental documentation and permitting requirements for project implementation under NEPA and SEPA.

4.0 PROPOSED BUDGET

CSE's proposed budget is given by task. Personnel costs will be billed over the duration of the agreement at the below-listed fee schedule.

Task Number	Task Description	Task Fee (\$)
Task 1	Project Management, Coordination, and Literature Review	14,440
Task 2A	Beach Condition Survey	14,340
Task 2B	Reconnaissance Offshore Borings and Sand Search	17,040
Task 3	Coastal Engineering Study and Alternative Plans	51,480
Task 4	Preparation of Phase 1 Feasibility Report and Recommendations	27,640
Tasks 1–4	Labor Subtotal	124,940
	In Office Expenses @ 5%	6,247
	Direct Expenses	20,020
	Subtotal	151,960
	Allowance for Subcontractor Coring (if needed)	15,000
	Maximum Total	166,960



FEE SCHEDULE

[Effective through 31 December 2020]

The fee for CSE services will be based on the charges listed below. All fee quotations are estimates, and actual fees are based on actual time and expenses incurred by CSE unless otherwise stated in the proposal. Direct expenses include travel, lodging (\$140/person-night) and per diem (\$45/person-day), 24-ft survey boat rental (\$600/day), Trimble RTK-GPS rental (\$400/unit/day), coring equipment (\$1500 per mobilization), coring supplies (at cost), sediment testing and analysis (\$60 per sample), and field supplies including fuel. Mileage to and from is charged at the present government rate (\$0.575/mile in 2020). A \$50/day surcharge is applied for tow vehicle usage. Off-road 4-by-4 utility vehicle rental is \$120/day. All rates are listed in U.S. dollars.

PERSONNEL	Staff Category	Hourly Rate
	CSE Senior Principal	165.00
	Project Engineer (Sr Coastal Engineer)	140.00
	Coastal Engineer/Scientist II	110.00
	Engineer / Scientist I	100.00
	Senior Technical Associate	90.00
	Technical Staff (CAD)	85.00
	Support Staff (Editorial/Admin)	75.00
	Field / Technical Assistants	70.00

Expert witness services are available at 1.5 times the base billing rates. Such services include trial preparation, depositions, and court appearances (travel excluded). Sub-consultant items and direct expenses will be billed at cost.

CSE charges a flat rate of five (5) percent of fees for each project to cover in-house expenses (eg – communications, IT services, mailing, copying, project E&O insurance, etc) in lieu of separate itemization of these items.

Billing Schedule: CSE will invoice monthly for services performed the prior month with an itemization of direct expenses. CSE reserves the right to transfer funds between tasks so as to accomplish the work in an expeditious manner, provided the total cost of services does not exceed the indicated budget.



Consent Agenda

Description

1. Approval of Minutes (02.04.20)
2. Statewide Mutual Aid Agreement
3. Water Department Budget Amendment
4. RECC/EOC Audio/Visual System Service Agreement with CENERO
5. Audit Contract for FY 2020
6. Four-Year Computer Lease for Dare County Sheriff's Office
7. McGuireWoods Consulting - Lobby Agreement
8. Tax Collector's Report

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager



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

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., February 4, 2020

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

Commissioners absent: Jim Tobin

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

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

At 9:01 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. Gaye Morris, of the Unitarian Universalist Church, to share a prayer, and then he led the Pledge of Allegiance to the flag. Commissioner Steve House arrived at the meeting at 9:07 a.m.

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:

- Welcomed Representative Bobby Hanig to the meeting.
- On January 31, he escorted Dr. Jack Bagwell, new President of College of the Albemarle, on a tour of several sites throughout Dare County which included schools and the OBX Hospital.
- He went to the annual Hatteras Island Oyster Roast. Students, who attended COA, manufactured some new stainless steel equipment used at the event.
- The State of the County address, presented by Chairman Woodard last month at Capt. Georges, was repeated for the residents at Hatteras Island on February 3 at the Cape Hatteras Secondary School.
- Reminder the Saving Lives Taskforce would be providing special meetings at the schools on the dangers of vaping.
- February 3, 1870 marked the 150th anniversary of Dare County. Special events would continue throughout the year. The website recently launched 150 ideas on how to celebrate Dare County.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Donna Spencer, received a 10-year pin from Crystal Ambrose
- 2) Gary Meeks, received a 20-year pin from Al Moran
- 3) Eugene Grissom, received a 25-year pin from Al Moran
- 4) Willer Spencer, received a 25-year pin from Bonnie Drewry

ITEM 3 – EMPLOYEE OF THE MONTH – February, 2020

Shannon Glaser, Program Coordinator for Dare County Friends of Youth, received the Employee of the Month award from Tim White. Shannon has served in this position since September, 2019 and become a proven “wonderful asset” to the County and the at-risk children mentored through the program. She also works as the Manager of Teen Court, where students are tried by their peers for offenses such as bullying in a trial-like setting.

ITEM 4 – PUBLIC COMMENTS

At 9:20 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which can be viewed in their entirety in a video on the County website:

The following comments were made in Manteo:

1. Representative Bobby Hanig, citizen of Powells Point and NC State Representative, commended the citizens of Dare County for voicing their comments and to the Commissioners for listening to their constituents regarding the resolution to be considered. He quoted the 2nd Amendment to the U.S. Constitution: “A well- regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed”. He noted the North Carolina Constitution stated the same. He urged the Board to send the message to insure the rights protected under the 2nd Amendment and to oppose any assault on this right.
2. Rich Lewandowski, resident of Kill Devil Hills and President of the Outer Banks Gun Club, with 1,386 members, spoke in support of the resolution. He stated the Gun Club was a family-oriented organization which participated in shooting sports and firearm safety. The club supported the U.S. Constitution and particularly the 2nd Amendment. In addition, they strongly support the resolution being presented.
3. Rob Rollason, resident of Kill Devil Hills, noted he had submitted a draft resolution supporting the 2nd Amendment and thanked Commissioner Ross for his council and Vice-Chairman Overman for presenting the resolution today. He added an affirmation of the Constitution and its amendments was a sensible course of action. The Constitution is a contract between the people and the government it established.
4. Susan Merrill, from Kitty Hawk, voiced her concern over the resolution. She queried whether the proposed resolution was “an attempt to stir the pot about gun control” or that the Constitution was “sacro sanct”. As a tourist-based community, she questioned whether the issue of guns should be added as an area highlight along with beaches and seafood.

5. Charles Parker, resident of Kill Devil Hills, shared his concerns about the proposed resolution. He asked what benefit or downside would be derived by the citizens of Dare County with adoption of the resolution. He said friends and neighbors discussed this topic and others with “civility”. He felt the resolution would fan the flames of incivility, polarize future discussions and added it was not a topic suitable for the area’s legislature. He asked the resolution be voted down.
6. Judy Lotas, a resident of Duck, shared a statistic that people were twenty-five more times likely to die of a gunshot wound in the U.S. than in Canada, UK, France or Germany. She regrets her grandson has to learn “duck and dive” drills in school. She expressed laws that “make sense” and “protect people” should be considered and noted her opposition to the resolution.
7. Tony Hoggard, from Kitty Hawk, felt Mr. Hanig and Mr. Rollason’s comments were accurate. As a 2nd Amendment and U.S. Constitution supporter, he voiced his support to the resolution. He added if one amendment was under attack then others would follow. He closed with his belief a poll of the County would find a majority in support of a sanctuary resolution.
8. Browny Douglas, resident of Roanoke Island and “son of the American Revolution”, stated we the people are experiencing trying times. He quoted Thomas Paine with “the most formidable weapon against errors of any kind is Reason.” He voiced the resolution did not alter the actual wording or affronts the protective intentions of the Constitution. He opined the Board’s support of the Constitution and 2nd Amendment was the exercise of “correct reasoning”.
9. Harold Parker, Roanoke Island resident, supported the resolution and wished it went further with sanctuary wording. He offered law enforcement should be given support with the possibility of passage of any law against the Constitution. He provided calculations which included: North Carolina’s population of 10.5 million was estimated to have 2 million families owning firearms. He stated 136 counties and towns (92%) in Virginia had passed resolutions in support of the 2nd Amendment.
10. Ada Doss Havel, resident of Salvo, asked the Board what message would be sent with the passage of the resolution. As a licensed attorney, Ms. Havel had represented many women who survived domestic violence and stalking. Her statistics included 600 women per year were shot and killed by their partner and 4.5 million women were threatened with a gun by a partner. She urged the Board to vote nay on the resolution and focus on other issues.
11. David Morris spoke against the resolution. As a Manteo resident, he called it an extraordinary gift to live in a county where people work partisan lines and focus most on the important matters of the County. He commented the wording of the resolution did not appear to be bipartisan and there was no credible threat to the Constitution in terms of the 2nd Amendment.

12. Tom Murphy, a resident of Rodanthe, spoke against the resolution. He reminded the Constitution had blind spots. There were seventeen amendments the founders did not put there and some of them corrected blind spots. He provided the examples of voting rights for blacks and women as such. He urged the discussion for the resolution should be brought with humility. He asked if the resolution solved a problem.
13. Laura Singletary spoke against the resolution. Noting there were guns in her home, she added it was a divisive issue. She quoted Judge Antonin Scalia. "Like most rights the Second Amendment right is not unlimited. It is not a right to keep and carry any weapon whatsoever in any manner whatsoever and for whatsoever purpose." She added common sense gun laws were not an assault to our Constitution.
14. Kathryn Fagan, from Roanoke Island, stated she was a patriot and believed in the Constitution. She stated putting the resolution before the people was divisive with nothing to be gained. She added the right of assembly to approach our government was important. She disagreed with the resolution and urged attention be returned to other County issues.
15. Nellie Healy, of the Outer Banks, noted the Board represented the people and she opposed the resolution. She stated February 1-8 was National Gun Violence Survivors Week. She gave examples of domestic violence and mental illness as related to gun violence. She asked the Board to return to other issues such as the environment, affordable housing, roads/bridges and the opioid crisis.
16. Dr. Roisin McKeithan, a resident of Duck, stated gun violence was a public health crisis with 40,000 reported gun deaths every year in America. She continued that 60% were suicides, 37% were murders and 3% were accidental/related to law enforcement or unclassified. She compared the responsibility of owning a gun to the responsibility of owning a car, and added regulations "to suit the time" were needed to enforce the responsibilities of both.
17. Jennie Rook, a resident of Kill Devil Hills, stated she and her husband were gun owners and she opposed the resolution. She expressed a concern over the terminology of opposing any and all attempts to infringe upon gun ownership. She stated regulations on background checks, gun transfers and registrations were common sense bills. She directed her remarks to mass shooting statistics where guns were often obtained illegally with red flags of mental illness.
18. Randy Knight, of Manteo, noted his favor of the resolution and stated no one had mentioned how many crimes had been stopped or thwarted by a firearm. He stated the 2nd Amendment was the "protector" of the rights in the Constitution. He noted ownership of a car was a privilege and ownership of a firearm was a right. He made reference to the actions of "tyrants in history" who used gun and deed registries to confiscate guns. He supported the resolution.

19. Virginia Gibson, resident of Kill Devil Hills, favored the resolution. She agreed the issue was divisive, however, was concerned over “losing any amendment right”. She urged the enforcement of current regulations. She stated we must not forget we were Americans and expressed her hope that what was happening in Virginia would not take place in North Carolina.
20. Blake Gard, of Manns Harbor, submitted an invitation to the Board to the Manns Harbor Volunteer Fire Department Awards Banquet on February 13. He commented many earlier public comments were based upon “fear or uncertainty” and he asked for everyone to consider the example it set for the youth of the community. He urged both sides of the argument to speak openly, respectfully and to set a good example.
21. Pat Fleming, of Nags Head, stated the issue affected everyone and urged the Board to vote against the resolution. She added in her opinion no one was trying to take away the right to own a gun and did not want Dare County to become the “wild west”.
22. Daniel Lewis, resident of Kitty Hawk, stated the Constitution was not the “end all” which was why there were state laws to address the issue. He stated if the laws were disagreed upon, we had legislators to act on our behalf. He quoted NC Statute §14-269.3 regarding firearms in restaurants. He asked to Board to not act upon the resolution, as he expressed it was not the proper venue for the discussion.
23. Scott Thornton, of Kill Devil Hills, stated he had owned a gun for forty-five years, both professionally and recreationally. He was of the opinion much of the information presented during the meeting had been inaccurate. He supported the resolution and felt there would be a better time to lay out statistics, references and background information concerning the subject.
24. Ginger Walters, of Kill Devil Hills, worked in the medical professional and reported having seen the impact of gun violence. She offered that 60% of Americans want stricter gun laws and 73% want more done about gun violence. She added gun violence had impacted the North Carolinian economy with \$2.6 billion lost from the cost of healthcare, law enforcement, criminal justice and lost income. She felt the resolution could stifle any further debate and she opposed the resolution.
25. Don DeRasmo, resident of Roanoke Island, favored the resolution and added that the registration of guns was the first step to confiscation. He opposed red flag laws and added that illegal immigration was problematic.

The following comment was made in Buxton:

26. Tom Hranicka, thanked the Commissioners for the State of the County address. He expressed his support of the resolution. He added guns did not kill people and rather the issue was the human element. He commented the reported mass shootings occurred in gun-free zones. He cautioned against socialism and ultimate gun control by the government with various gun law changes. He asked the Board to keep Avon Beach nourishment moving forward.

The County Manager closed Public Comments at 10:47 a.m.

The Chairman asked for a motion to amend the agenda to have Item 6 heard before Item 5 in order to allow Superintendent David Hallac to keep another engagement.

MOTION

Vice-Chairman Overman motioned to amend the agenda to hear Item 6 before Item 5. Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 5 – DARE COUNTY N.C. COOPERATIVE EXTENSION REPORT

Shannon Brooks, County Extension Director, noted the mission of the DC NC Cooperative Extension office was to work to provide education in the areas of horticulture, youth development, family and consumer sciences and community development. Her report highlighted 2019 events and accomplishments. Participation in programs had doubled which included youth day and week-long camps, 73 educational programs, Culinary Academy, Crime Scene Investigation Camp, Farm to Fork, and Service and Citizenship. Volunteers provided over 6,000 hours of service to the community in 2019. The horticulture program had grown in 2019 with the pesticide safety school and 33 participants sitting for their licenses. Master Gardeners provided home horticulture education throughout Dare and Currituck County.

ITEM 6 – REPORT FROM THE NATIONAL PARK SERVICE

David Hallac, Superintendent of the National Park Service for the Outer Banks, provided an overview of the Park Service accomplishments of 2019. His highlights included projects as: improvements to the Etheridge Point visitor area at Fort Raleigh; a twenty-year lease with the Oregon Inlet Marina where they would be rebuilding the fishing center; receipt of a multi-million dollar grant for pavement preservation; a grand scale volunteer effort to clean up Frisco beach after a 2019 trawler accident along with completion of a new lifeguard stand and Oregon Inlet campground enhancement. The Wright Brothers Visitor Center was reopened and received a Leed Gold Certification for energy efficiency. Kite Point received a new parking area between Buxton and Avon. He reported challenges for 2020 would include revitalization of the Cape Hatteras Lighthouse area, beach erosion, housing improvements for park service staff, and campground modernizations.

RECESS at 11:06 a.m. – RECONVENED at 11:21 a.m.

ITEM 7 – CONSULTING ENGINEER RECOMMENDATIONS BY THE CAPITAL IMPROVEMENTS PLANNING COMMITTEE (Att. #1)

The Capital Improvements Planning Committee (CIPC) met on January 28, 2020 and reviewed the three responses received for selection of a consulting engineer for the Avon Village Beach Nourishment Project. The three RFQ responders were APTIM Coastal Planning & Engineering, Moffatt & Nichol and Coastal Science & Engineering. All three groups were excellent contenders and the CIP Committee recommended Coastal Science & Engineering for the project.

MOTION

Commissioner Couch motioned to accept the recommendation of Coastal Science & Engineering as the consulting engineer for the Avon Village Beach Nourishment Project. Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 8 – AMENDMENT TO CAPITAL PROJECT ORDINANCE FOR SERIES 2020 LOBs PROJECTS (Att. #2)

David Clawson, Finance Director, presented an amendment to the Capital Project Ordinance for the projects contained in the Series 2020 Limited Obligation Bonds: (1) COA Project: adds \$10,000 to architect expenses (2) COA Project: adds \$15,845 for relocation of the existing fiber optic line (3) Manteo Property – 711 & 715 N. Highway: decreases project budget by \$218,041 and (4) Buxton Property – Old PNC Bank: decreased closing costs by \$4,957.

MOTION

Commissioner House motioned to adopt the amendment to Capital Project Ordinance. Commissioner Ross seconded the motion.

VOTE: AYES unanimous

ITEM 9 – RESOLUTION CONCERNING ALLIGATOR RIVER BRIDGE IMPROVEMENTS (Att. #3)

Vice-Chairman Overman presented a Resolution for the Board's adoption regarding improvements to the Alligator River Bridge, also known as the Lindsey C. Warren Bridge. The NC Department of Transportation had solicited for improvement projects for inclusion in the 2023-2032 State Transportation Improvement Plan. The Resolution also provided for other funding sources for such improvements to be identified. Solicitation would end on February 28. A link on the Dare County website had been provided to add projects to be considered. Vice-Chairman Overman identified the Alligator River Bridge as a critical ingress and egress to Dare and surrounding counties which currently presented a potential safety issue for hurricane evacuation. Vice-Chairman Overman thanked Donna Creef for drafting the resolution.

MOTION

Commissioner House motioned to adopt the Resolution In Support of Alligator River Bridge Improvements and submit the request to the NC Department of Transportation.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 10 – RESOLUTION IN SUPPORT OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA (Att. #4)

Vice-Chairman Overman presented a Resolution for the Board's support of the Constitution of the United States of America, which noted the 2nd Amendment as "one of the vital protectors of" our "freedoms". He noted the Board had received a request at the last meeting to consider a resolution with regard to the 2nd Amendment. The model provided was lengthy and contained "hot button" words such as "sanctuary". The Board considered a more concise resolution in support of the entire U.S. Constitution, including the Bill of Rights.

MOTION

Vice-Chairman Overman motioned to adopt the Resolution in Support of The Constitution of the United States of America.

Commissioner Ross seconded the motion.

Chairman Woodard opened discussion among the Commissioners:

Commissioner Ross thanked the community for voicing their points of view. He had considered whether the issue of a resolution presented was potentially a solution in search of a problem. He added there was no state or local jurisdictions that could pass an unconstitutional law. He continued acknowledging, although it was illegal to distribute or possess opioids and other drugs in the United States, there were jurisdictions where they had been declared legal. This had occurred where jurisdictions had enjoined their law enforcement not to enforce federal law. He offered a similar comparison concerning the country's borders with rules governing who may enter our country. However, there were local jurisdictions who have declared themselves as sanctuaries for illegal immigrants. After reflection of emails and public comments submitted on the subject of the resolution, he stated the guaranteed protections offered by the Constitution and the Bill of Rights were met with resistance of local laws that would otherwise infringe on guaranteed protections.

Commissioner House noted he had spoken with constituents and received varied responses, with the majority of them in favor of the resolution. He offered the media often fueled the fire with their reporting, as he compared the mass shootings which had occurred on churches, one in Charleston, South Carolina and the other in Texas. The Charleston shooter obtained his gun through illegal means with no background check. In Texas, with a similar situation, a bystander, who had a concealed carrier weapon, had been able to take the assailant out and had saved lives. The media made the Charleston a feature for over two and a half weeks, while the Texan event was only covered by the press for two days. With over thirty-five years in merchant services, Commissioner House stated he had seen both sides of gun violence. The proposed resolution cites defending the Constitution, which every elected official vowed to uphold. He closed with the reading of the oath of office which had been taken by each Board member.

Commissioner Bateman commented the current Dare County Board was the most non-partisan board he had ever worked on with every member working hard to study issues and represent their constituents. He cited examples of how guns had affected his life with the loss of friends and family members. He noted a distain for guns and after the model resolution has been provided he had advised his other Board members he would not vote for "sanctuary" status in a resolution. He would, however, vote and support the resolution presented by Vice-Chairman Overman and felt it was the best scenario. He emphasized the non-partisanship actions of the Board and noted he believed in the Constitution, the Bill of Rights and the 2nd Amendment.

Commissioner Couch voiced his sympathies to what he heard and agreed it was a divisive and controversial issue. He reminded with only ten months left before elections anything could be expected. He stated the presented resolution had been "watered down" and was "bland". He offered the resolution was consistent with common sense gun laws. The issue had been brought before the Board and he supported the resolution.

Vice-Chairman Overman noted the resolution was in support of the entire Constitution and Bill of Rights of the United States of America. He offered the amendments exist coequally to form the basis of all the rights American citizens expect and enjoy. The founding fathers established each amendment as vital to the rights and continued freedoms of the people. He added the 2nd Amendment was under attack, as evidenced by the number of bills being introduced in Virginia. In January, 20,000 people attended a peaceful rally in Richmond to protest these unconstitutional bills. The resolution was intended to join with twenty four other counties in the state to tell our Governor and General Assembly that North Carolina was not Virginia. It did not state Dare would become a sanctuary from constitutional laws of the land; rather it acted as an affirmation of the rights stated in the U.S. Constitution.

Chairman Woodard commented the resolution had not been in response to actions occurring in Virginia. The Board looked into Mr. Rollason's request from the last meeting, as it did with all issues presented. In 2019, the current bipartisan Board passed 292 unanimous votes. He took a sworn oath to uphold the Constitution. This resolution did not request that Dare County become a sanctuary from the constitutional laws of this land, rather it was an affirmation of the rights stated in the United States Constitution and he would support it as presented. Chairman Woodard called for the pleasure of the Board as to this matter.

VOTE: AYES unanimous

ITEM 11 – CONSENT AGENDA

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

MOTION

Vice-Chairman Overman motioned to approve the Consent Agenda:

- 1) Approval of Minutes (01.20.20) **(Att. # 5)**
- 2) Intergovernmental Ground Lease Agreement Between County of Dare & Town of Manteo
- 3) Resolution in Support of Southern Dare County Channel Maintenance Project
- 4) Resolution in Support of Central Dare County Channel Maintenance Project
- 5) Advertise 2019 Real Estate Tax Year Liens

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 12 – BOARD APPOINTMENTS

1) Planning Board

Commissioner Couch motioned to reappoint David Overton, Beth Midgett & Michael Barr. Commissioner House and Bateman seconded the motion.

VOTE: AYES unanimous

2) Dare County Community Child Protection Team and Child Fatality Prevention Team

Vice-Chairman Overman motioned to appoint Wendy Furlough to the Dare County Community Child Protection Team.

Commissioner House seconded the motion.

VOTE: AYES unanimous

3) Upcoming Board Appointments

The upcoming Board appointments for March, April and May, 2020 were announced.

ITEM 13 – 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 Ross:

- Reminded of the legislative update and State of the Region address, at the Hilton Garden on February 6, with Representative Hanig and Senator Steinburg.
- On February 20, at Jennette’s Pier, the OBX Community Foundation would hold their annual luncheon meeting.

Commissioner House

- As he customarily provided “A Day in History”, he recognized Dare County in its celebration of 150 years.
- As a member of the Oregon Inlet Task Force and member on the subcommittee for the dredge project, he reported last week the Task Force voted to approve the final dredge plans. The RFP’s were sent for shipbuilders. It was estimated the dredge would take eighteen months for completion once a shipbuilder was chosen.

Vice-Chairman Overman:

- “Escape the Vape” programs would be presented at Cape Hatteras Secondary, First Flight and Manteo Middle schools.
- Congratulated the service pin recipients, whose collective service years totaled 140 years.
- He also offered congratulations to Shannon Glaser, as Employee of the Month.

Commissioner Bateman:

- Congratulated the service pin and employee of the month recipients.
- He attended the Hatteras Island Oyster Roast and mentioned it was a great time with North Carolinian oysters.
- He noted Coastal Studies cleaned up the highway between Whalebone Junction and Wanchese, as debris had worsened due to clean-up trucks from Ocracoke. As an important corridor, he felt some additional solution to policing the area for debris were needed and should be addressed with either NCDOT or volunteer groups.
- He attended and appreciated the recent Hatteras presentation of the State of the County by Chairman Woodard this week, which highlighted the great 2019 accomplishments in Dare County.

Commissioner Couch

- He remembered the passing of Dennis Schurr, long-time resident of Roanoke, who served in Vietnam and was passionate about Civil War history. Dare County was rich with Civil War history which included the beginning and the end of the war along with the Chicamacomico Races.
- Terry Herzing has also passed away while helping a disabled resident in Wanchese.
- Proud of the Cape Hatteras Electric Coop, he was able to experience driving their electric car to the meeting, which tallied approximately 256 miles to a charge.

MANAGER’S/ATTORNEY’S BUSINESS

County Manager explained the issue of tax redistribution laws would be reviewed by the Revenue Laws Committee with their first meeting expected on February 12. He asked the Board to reengage lobbyist’s involvement in the early stages to lay out the impact the issues had upon Dare County. Lobby renewal contract would reflect a fee of \$5,000 a month, same as before. He noted funding had been set aside for lobbying in the current budget cycle.

MOTION:

Vice-Chairman Overman motioned to reenter into a contract with McGuireWoods for 2020 lobby work.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

Dorothy Hester mentioned the Dare150.com had been launched with 150 Ways to Celebrate Dare County. An Island Farm celebration was scheduled for May 2. Manteo was expected to help celebrate during Dare Day. GIS had prepared an historical event timeline on the website.

Dave Clawson noted the Health and Human Services project would soon have 90% complete plans and drawings for review. COA exterior drawings would be reviewed February 11 with an update on the demolition schedule. The Animal Shelter bids would open next week and Whiting Turner would have a guaranteed maximum price available in March.

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

MOTION

Commissioner House motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 12:36 p.m., the Board of Commissioners adjourned until 5:00 p.m., February 18, 2020.

Respectfully submitted,

[SEAL]

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

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

Note: Copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk to the Board. Public comments have been summarized. Attempts have been made to accurately reflect the spelling of each name as spoken at the podium or based on the legibility of the sign-in sheet.



Statewide Mutual Aid Agreement

Description

The NC Statewide Emergency Management Mutual Aid and Assistance Agreement, Revision 2020, is the framework used to share resources across the State during day-to-day events, as well as disasters. The agreement streamlines resource sharing and sets responsibilities for all resource users and providers to include cost recovery process.

Board Action Requested

Approval of the NC Statewide Emergency Management Mutual Aid and Assistance Agreement - Revision - 2020 and authority for the County Manager to execute the agreement.

Item Presenter

Drew Pearson, Emergency Management Director



NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE AGREEMENT REVISION -2020

FOR THE

COUNTY OF DARE

THIS AGREEMENT IS ENTERED INTO BETWEEN THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, AND ITS DIVISION OF EMERGENCY MANAGEMENT OF THE STATE OF NORTH CAROLINA AND BY EACH OF THE ENTITIES THAT EXECUTES AND ADOPTS THE UNDERSTANDINGS, COMMITMENTS, TERMS, AND CONDITIONS CONTAINED HEREIN:

WHEREAS, the State of North Carolina is geographically vulnerable to a variety of natural disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

1. Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
2. Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
3. Provide for the rapid and orderly rehabilitation of persons and restoration of property;
4. Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery;

WHEREAS, in addition to the State, the Federal Emergency Management Agency (FEMA) has recognized the importance of the concept of coordination between the State and local governments;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services; and

WHEREAS, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance amongst one another at the appropriate times;

THEREFORE, pursuant to G.S. 166A-19.72, these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

SECTION I. DEFINITIONS

"Agreement" means this document, the North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement.

"Aid and assistance" includes personnel, equipment, facilities, services, and supplies.

"Authorized Representative" means a party's employee who has been authorized, in writing by that party, to request, to offer, or to otherwise provide assistance under the terms of this Agreement. The list of Authorized Representatives for each party executing this Agreement shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to that position will be the authorized representative.)

"Disaster declaration" means a gubernatorial declaration that the impact or anticipated impact of an emergency constitutes a Type I, II, III disaster as defined in G.S. 166A-19.21(b)

"Emergency" means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident. "Local Agency" means a county agency charged with coordination of all emergency management activities for its geographical limits pursuant to G.S. 166A-19.15.

"Party" means a governmental entity which has adopted and executed this Agreement.

"Provider" means the party which has received a request to furnish aid and assistance from another party in need (the "Recipient").

"Recipient" means the party setting forth a request for aid and assistance to another party (the "Provider").

SECTION II. INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES; AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES

As this is a reciprocal contract, it is recognized that any party to this Agreement may be requested by another party to be a Provider. It is mutually understood that each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any party to this Agreement to provide aid and assistance pursuant to a request from another party. Accordingly, when aid and assistance have been requested, a party may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the party setting forth the request.

Given the finite resources of any jurisdiction and the potential for each party to be unavailable for aid and assistance at a given point in time, the parties mutually encourage

each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

Pursuant to G.S. 166A-19.60 and as elaborated upon in Section X of this Agreement, all functions and activities performed under this Agreement are hereby declared to be governmental functions. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section X of this Agreement.

SECTION III. PROCEDURES FOR REQUESTING ASSISTANCE

Mutual aid and assistance shall not be requested unless the resources available within the stricken area are deemed inadequate by Recipient. When Recipient becomes affected by a emergency and deems its resources inadequate, it may request mutual aid and assistance by communicating the request to Provider, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request, including the transmission of a proclamation of local state of emergency under G.S. 166A-19.22, and a completed form describing recipient's projected needs in light of the emergency. All requests for mutual aid and assistance shall be transmitted by the party's *Authorized Representative* or to the *Coordinator of the Local Agency* as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall set forth requests as follows:

(i) REQUESTS ROUTED THROUGH THE RECIPIENT'S LOCAL AGENCY: Recipient may directly contact the Local Agency, in which case it shall provide the Local Agency with the information in paragraph B of this Section (Section III). The Local Agency shall then contact other parties on behalf of Recipient to coordinate the provision of mutual aid and assistance. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to Section VII of this Agreement.

(ii) REQUESTS MADE DIRECTLY TO PROVIDER: Recipient may directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section (Section III). All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by any Provider in providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VII of this Agreement. Provider and Recipient shall be responsible for keeping Local Agencies advised of the status of response activities, in a timely manner.

(iii) RECORD OF REQUESTS TO BE PROVIDED: A record of the request for assistance shall be provided by the Recipient to the Director of the Division of Emergency Management in the NC Department of Public Safety, in a timely manner.

B. REQUIRED INFORMATION: Each request for assistance shall include the following information, in writing or by any other available means, to the extent known:

1. Stricken Area and Status: A general description summarizing the condition of the community or emergency area (i.e., whether the emergency and/or disaster declaration is imminent, in progress, or has already occurred) and of the damage sustained to date;
2. Services: Identification of the service function(s) for which assistance is needed and the particular type of assistance needed;
3. Infrastructure Systems: Identification of the type(s) of public infrastructure system for which assistance is needed (water and sewer, storm water systems, streets) and the type of work assistance needed;
4. Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;
5. Provider's Traveling Employee Needs--Unless otherwise specified by Recipient, it is mutually understood that Recipient will provide for the basic needs of Provider's traveling employees. Recipient shall pay for all reasonable out-of-pocket costs and expenses of Provider's traveling employees, including, without limitation, transportation expenses for travel to and from the stricken area. Further, Recipient shall house and feed Provider's traveling employees at its (Recipient's) sole cost and expense. If Recipient cannot provide such food and/or housing at the emergency area, Recipient shall specify in its request for assistance that the Provider's traveling employees be self-sufficient.
6. Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as relief centers or staging areas for incoming emergency goods and services; and
7. Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: Recipient shall be responsible for coordinating requests for state or federal assistance with its (Recipient's) Local Agency.

SECTION IV. PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE

When contacted by the Recipient/Local Agency, Provider's authorized representative shall assess Provider's own local situation in order to determine available personnel, equipment, and other resources. If Provider's authorized representative determines that Provider has available resources, Provider's authorized representative shall so notify the

Recipient/Local Agency (whichever communicated the request). Provider shall complete a written acknowledgment, whether on the request form received from Recipient or on another form, regarding the assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient/Local Agency for a final response. Provider's acknowledgment shall contain the following information:

1. In response to the items contained in the request, a description of the personnel, equipment, and other resources available;
2. The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in the "Length of Time for Aid and Assistance" section [Section VI] of this Agreement.)
3. The estimated time when the assistance provided will arrive at the location designated by the Authorized Representative of the Requesting Party; and
4. The name of the person(s) to be designated as Provider's supervisor (pursuant to the "Supervision and Control" section [Section V] of this Agreement.)

Where a request has been submitted to the Local Agency, the Local Agency shall notify Recipient's authorized representative and forward the information from Provider. The Recipient/Local Agency shall respond to Provider's written acknowledgment by signing and returning a copy of the form to Provider by the most efficient practical means, maintaining a copy for its file.

SECTION V. SUPERVISION AND CONTROL

Provider shall designate one of its employees sent to render aid and assistance to Recipient as a supervisor. As soon as practicable, Recipient shall assign work tasks to Provider's supervisor, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's supervisor and Recipient. Recipient shall provide necessary credentials to Provider's personnel authorizing them to operate on behalf of Recipient.

Based upon such assignments from the Recipient, Provider's supervisor shall:

1. Have the authority to assign work and establish work schedules for Provider's personnel. Further, supervisor shall retain direct supervision and control of Provider's personnel, equipment, and other resources. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;
2. Maintain daily personnel time records, material records, and a log of equipment hours;
3. Report work progress to Recipient at mutually agreed upon intervals.

SECTION VI. LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

Unless otherwise provided, the duration of Provider's assistance shall be for an initial period of seven days, starting from the time of arrival. Thereafter, assistance may be extended in daily or weekly increments as the situation warrants, for a period agreed upon by the authorized representatives of Provider and Recipient.

As noted in Section II of this Agreement, Provider's personnel, equipment, and other resources shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate mission, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

SECTION VII. REIMBURSEMENTS

Except as otherwise provided below, it is understood that Recipient shall pay to Provider all documented costs and expenses incurred by Provider as a result of extending aid and assistance to Recipient. The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by Recipient and Provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.

A. Personnel-- During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this Agreement, Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel under the terms of the North Carolina Workers' Compensation Act (Chapter 97 of the North Carolina General Statutes).

B. Equipment-- Recipient shall reimburse the Providers for the use of equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. The total equipment charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.

C. Materials And Supplies—Recipient shall reimburse Provider for all materials and supplies furnished and that are used or damaged by Recipient during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this

section (Section VII), Recipient will not be responsible for costs where such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of Provider's personnel. Provider's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, Provider's materials and supplies used or damaged in a reasonable time. If such an agreement is made, it shall be reduced to writing and transmitted to the North Carolina Division of Emergency Management.

D. Record Keeping-- Recipient and North Carolina Division of Emergency Management personnel shall provide information, directions, and assistance for record-keeping to Provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient or the North Carolina Division of Emergency Management using the format used or required by FEMA publications, 2 C.F.R. Part 200 and applicable Office of Management and Budget (OMB) Circulars.

E. Payment; Other Miscellaneous Matters as to Reimbursements-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing signed by both parties by mutual agreement. This shall not preclude Provider or Recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to Recipient.

F. Contracting – If recipient or provider contracts with a third party to perform any aid or assistance under the provisions of this agreement, then the entity shall follow any applicable local, state, or federal contracting requirements.

SECTION VIII. RIGHTS AND PRIVILEGED OF PROVIDER'S EMPLOYEES

Pursuant to G.S. 166A-19.60 whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

SECTION IX. PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKER'S COMPENSATION POLICY

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees under the terms of the North Carolina Workers' Compensation Act, Chapter 97 of the General Statutes, due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for

the payment of workers' compensation benefits to its own respective employees pursuant to G.S. 97-51.

SECTION X. IMMUNITY

Pursuant to G.S. 166A-19.60 all activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence, or bad faith, their personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, order, rule, or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death of or injury to persons or for damage to property as a result of any such activity.

SECTION XI. PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS FROM LIABILITY

To the extent allowed by applicable law, each party (as indemnitor) agrees to protect, defend, indemnify, and hold the other party (as indemnitee), and its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind and arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent acts, errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each party shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each party understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement. Notwithstanding the foregoing, to the extent that each party does not purchase insurance, it shall not be deemed to have waived its governmental immunity by law.

SECTION XII. ROLE OF THE DIVISION OF EMERGENCY MANAGEMENT

Pursuant to GS 166A-19.12(19) and under this agreement, the responsibilities of the North Carolina Division of Emergency Management are: (1) to serve as the central depository for executed Agreements, to maintain a current listing of entities with their authorized representatives and contact information, and to provide this listing to each of the entities on an annual basis; (2) to coordinate the provision of mutual aid and assistance to a requesting party, pursuant to the provisions of this Agreement; (3) to keep a record of all requests for assistance and acknowledgments; (4) to report on the status of ongoing emergency or disaster-related mutual aid and assistance as appropriate; and (5) if the parties so designate, to serve as the eligible entity for requesting reimbursement of eligible costs from FEMA and provide information, directions, and assistance for record keeping pursuant thereto.

SECTION XIII. AMENDMENTS

Manner-- This Agreement may be modified at any time upon the mutual written consent of

the Recipient and Provider.

Addition of Other Entities--Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; and (2) sending an executed copy of the Agreement to the North Carolina Division of Emergency Management.

SECTION XIV. INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION

This Agreement shall be binding for not less than one (1) year from its effective date, unless terminated upon at least sixty (60) days advance written notice by a party as set forth below. Thereafter, this Agreement shall continue to be binding upon the parties in subsequent years, unless canceled by written notification served personally or by registered mail upon the Director of North Carolina Division of Emergency Management, which shall provide copies to all other parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been sent by the Director of the North Carolina Division of Emergency Management to all other parties. A party's withdrawal from this Agreement shall not affect a party's reimbursement obligations or any other liability or obligation under the terms of this Agreement incurred prior to withdrawal hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining parties.

SECTION XV. HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XVI. SEVERABILITY: EFFECT ON OTHER AGREEMENTS

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

In the event that parties to this Agreement have entered into other mutual aid and assistance contracts, for example pursuant to Chapter 160A of the North Carolina General Statutes, those parties agree that to the extent a request for mutual assistance is made pursuant to this Agreement, those other mutual aid and assistance contracts are superseded by this Agreement.

SECTION XVII. EFFECTIVE DATE

This Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

NORTH CAROLINA STATEWIDE EMERGENCY MANAGEMENT MUTUAL AID AND ASSISTANCE
AGREEMENT REVISION 2020

IN WITNESS WHEREOF, each of the parties have caused this North Carolina Statewide Emergency Management Mutual Aid and Assistance Agreement to be duly executed in its name and behalf by its Chief Executive Officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

DIVISION OF EMERGENCY MANAGEMENT
DEPARTMENT OF PUBLIC SAFETY

BY:

Erik A. Hooks, Secretary
Department of Public Safety

Date:

BY:

Michael A. Sprayberry, Director
Division of Emergency Management

Date:

BY: _____

Chief Executive Officer/Local Government

Name:

Title:

Name of Unit:

Date:

WITNESS: _____

APPROVED AS TO PROCEDURES:

BY:

Office of General Counsel
Department of Public Safety

Date:



LIST OF AUTHORIZED REPRESENTATIVES TO CONTACT FOR EMERGENCY ASSISTANCE

FOR THE COUNTY OF DARE

MAILING ADDRESS: BOX 1000
MANTO NC 27954

DATE: 1/13/20

PRIMARY REPRESENTATIVE

NAME: DREW PERKSON
TITLE: EM DIRECTOR
DAY PHONE: 252 475 5897 NIGHT PHONE: 252 473 3444
CELL PHONE: 252 216 6012 FAX:

FIRST ALTERNATE REPRESENTATIVE

NAME: STEVE KOUCS
TITLE: EM DEPUTY DIRECTOR
DAY PHONE: 252 475 5751 NIGHT PHONE: 252 473 3444
CELL PHONE: 252 475 0141 FAX:

SECOND ALTERNATE REPRESENTATIVE

NAME: JAMES WOOTEW
TITLE: EM PLANNER
DAY PHONE: 252 475 5894 NIGHT PHONE: 252 473 3444
CELL PHONE: 252 305 9914 FAX:



Water Department Budget Amendment

Description

To move funds received through a NC Department of Public Safety grant to Water Capital Outlay.

Board Action Requested

Approval of budget amendment.

Item Presenter

Pat Irwin

DARE COUNTY

BUDGET AMENDMENT

F/Y 2019/2020

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department:</u>					
<u>Revenues:</u>					
NCDPS EM Prime Mover Grant	363800	422220	00414	60,000	
NCDPS EM Message Board Grant	363800	422220	00415	13,000	
<u>Expenditures:</u>					
Capital Outlay-Prime Mover	364815	537400	00414	60,000	
Capital Outlay-Message Board	364815	537400	00414	13,000	

Explanation:

Water Department received NC Department of Public Safety Emergency Management grant to procure prime mover (truck) and message board.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



RECC/EOC Audio/Visual System Service Agreement with CENERO

Description

Renewing service agreement with CENERO will continue preventive maintenance and technical support for three years from the company that provided the audio visual system at the RECC/EOC.

Board Action Requested

Board approval and authorization for County Manager to sign service agreement.

Item Presenter

Drew Pearson, Emergency Management Director



Constant Connect Powered by Cenero



Service Agreement for Dare County Government 954 Marshall C. Collins Drive Manteo, NC 27954

Prepared by:
Elyse Fry
Cenero
Malvern, PA 19355
Tel: (610) 344-7007
Efry@cenero.com

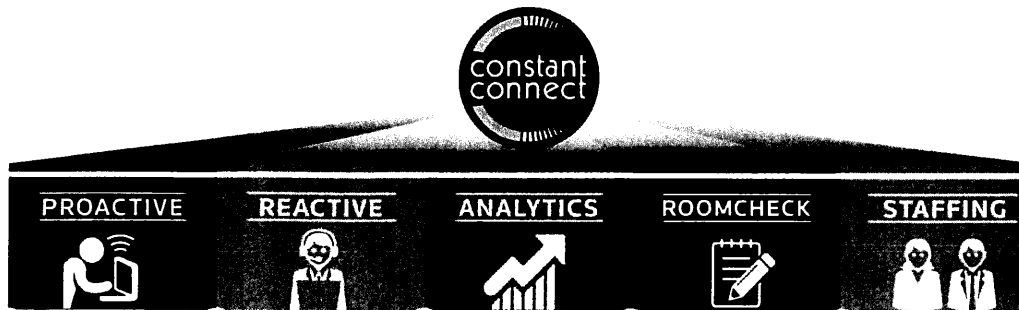
Presented to:
Dustin Peele
dustin.peele@darenc.com
(252) 475-5891

Submitted January 8, 2020
Pricing valid for 45 days from above

Opportunity # OP19-43876 (Cenero)



Service and Maintenance Coverage Options



Constant Connect is a suite of managed services that provides the ultimate in support for all of your audio visual and video conferencing systems. Whether your system was created using Cenero's world-class design and installation services or was installed by another AV integrator, Constant Connect can monitor, test, diagnose, repair and confirm "room readiness" on an on-going basis across your entire enterprise. The suite includes **Proactive Services**, **Reactive Services** and **RoomCheck** – all available separately or as a combined solution. All services can include **Cenero Analytics**, an online portal of detailed information on system performance, room usage, inventory management and service calls. Our AV **Staffing** solution manages all aspects of acquiring, hiring and training technical experts to support complex conferencing technology.

It is critical that all of your systems function flawlessly for each and every meeting. We also recognize that each company has different support needs based on system types, internal support structure and usage patterns. Therefore, we offer various levels of maintenance and support to meet the specific needs of your organization.

The Constant Connect Advantage

- **Managed Services with Closed-Loop Testing:** Many services claim to monitor and manage all aspects of audio visual and conferencing systems, but really only monitor video conferencing endpoints. Only Constant Connect can truly monitor, manage, test and re-commission the entire audio visual and conferencing enterprise. Remote closed-loop tests turn on and exercise every device in every room for increased room uptime, so every meeting can start on time without issues.
- **Detailed Analytics:** A comprehensive online database details system performance, user trends and service calls. This helps you plan for future requirements, easily alleviate frequent issues and clearly understand how your employees are using the technology.
- **Tier Three Service Engineers at a Touch of a Button:** Quickly get help with any issue from tier three service engineers – available immediately via phone or video at the touch of a button. Meeting delays equate to lost productivity. Our "on-demand" technical support engineers are skilled and certified in all major areas of audio, video and conferencing products and systems.
- **Experience and Commitment:** We have extensive experience designing, installing, managing, programming and supporting audio visual and conferencing systems for corporate enterprises. Constant Connect Managed Services have been successfully deployed worldwide for a variety of companies, universities and healthcare facilities.



Reactive Services

- **Dedicated Live Support:** Dedicated 24-hour help desk support provided by tier three certified engineers via phone or portal.
- **Service Ticket Tracking:** Summary reports of all service calls provided via a web-based portal helps with infrastructure purchasing decisions.
- **Preventative Maintenance Visits:** Site visits to perform general maintenance and testing.
- **Critical Product Loaner:** Loaner product can be supplied while the original equipment is being repaired if available.
- **Expedited On-Site Support:** A technician will be dispatched to the Client site within eight (8) business-hours of determining that a high-priority service site visit is required.
- **Constant Connect Dashboard:** Access to dashboard with all project, system and product related information including inventory, control code, drawings and schematics.
- **Product Warranties:** Comprehensive product warranties as defined by the manufacturers.

Manufacturer Warranty Support

- **Advanced Replacement:** Manufacturer warranties entitle you to next day advanced replacement for failure of any component to the system/kit including but not limited to: codecs, cameras, microphones, phones and remote controls
- **Firmware and Software Upgrades:** All applicable equipment is upgraded to the latest major revision and is carried out by a certified technician through remote or on-site access
 - Manufacturers typically put out one major revision/update per year.
 - The upgrade will be tested in house by a certified technician before being dispatched to the customer.

Proactive Services

- **System and Network Monitoring:** Real time facility-wide monitoring of all AV systems and networks.
- **Nightly Remote System Testing:** Remote closed-loop testing turns on and exercises each device to ensure room uptime.
- **Real Time Diagnosis and Repair:** Diagnosis and repair of all problems to keep systems operational.
- **Remote Systems Re-Commissioning:** Remote testing and re-commissioning of the audio visual system on a periodic basis.
- **Video Conferencing Device Registration:** Each video endpoint is registered to the Cenero monitoring system and tested.
- **System Certification:** Cenero will certify or recertify the functionality of the audio visual system, verify the accuracy of the system drawings and review the functionality of the Control Code.
- **Cenero Managed Meetings:** A Cenero technician will be onsite to manage up to two (2) critical meetings, during normal business hours, each year of the Coverage Term.
- **Remote Meeting Management:** Cenero will remotely manage meetings, with "On Demand" live technical support. Example services include launching and monitoring video & audio conference calls, monitoring and proactively fixing user related or technical issues, and pre-meeting testing and setup of audio, video and AV equipment.
- **Call/Resource Scheduling:** Online or live assistance with scheduling point-to-point and multi-point calls.
- **Pre-Test Call:** 15 Minutes prior to a scheduled call, an engineer performs a pre-call connection to verify video and audio connectivity and quality (*must be scheduled prior to call*).
- **Constant Connect Concierge:** Access to a high-touch personal service that provides technical and end user assistance at the touch of a button.

Analytics Portal

- **Room Usage and Analysis:** Detailed reports on room usage and function, including information on usage across all rooms, room usage comparisons, usage per room and usage by system.
- **System Performance Reports:** Nightly test results for every device in every room to prevent problems ahead of time.
- **Inventory Tracking:** Tracking of all AV equipment for improved cost of ownership.



- **Service Call Monitoring:** Online submittal, monitoring and tracking of service calls to manage issues and provide information for future infrastructure decisions.
- **Detailed Room Information:** Comprehensive data on AV function, firmware versions, lamp life and equipment documentation to help you make better business decisions.

Staffing

- **Managed Personnel:** We manage all aspects of the recruitment, screening and hiring, human resources, management, replacement, training and certification of personnel. We train technicians to work directly at a client facility providing meeting support, preventative maintenance, service and AV help desk support.
- **Industry Knowledge:** On-site staff will be proficient in all audio visual and conferencing technologies. You do not need to incur costs to have your staff acquire certifications for your AV equipment, Cenero experts already have the knowledge to support your entire complex infrastructure.
- **Targeted Expertise:** Your IT team needs to focus on all aspects of your business –from computers to phone systems to network availability. Complimenting your IT team with technicians who specialize in AV means you no longer have to make service calls and wait for problems to be resolved. Your important meetings will be up and running right away, providing a high degree of adoption, system availability and an improved user experience.
- **Global Team:** Our AV technicians, operators and meeting support specialists are an extension of the entire Cenero team. Backed by a global knowledge base, corporate training program and the skill set of multiple teams, our on-site staff can readily tap into any Cenero skill set globally – from engineering through to quality control – to ensure you receive superior support.

Pricing for Constant Connect can be assigned per room/system and is based on two key factors:

- 1 - The level of Constant Connect services you need.
- 2 - The type of room being supported.

Basic – System includes all or most of the following items: Network connection, flat screen monitor, a DVD and PC (fixed or mobile).

Basic Plus- System includes all or most of the following items: Network connection, flat screen monitor, a DVD and PC (fixed or mobile), and wall control system.

Note: This category would also include any digital signage that is network connected.

Advanced – Includes a room that typically contains all or most of the following items: Network connection, flat screen monitor and/or projector, DVD, PC, integrated audio conferencing and control system.

Executive – Includes rooms which typically contain a two-way video conferencing system as well as a network connection, flat screen monitor and/or projector, DVD, PC, and integrated audio conferencing.

Basic Video Conferencing – System includes network connection, fixed video conferencing system with codec, monitor and manufacturer provided remote controls.

**Cenero can provide Constant Connect for other rooms and infrastructure systems that can be quoted on an 'as needed' basis*

<u>Service Type</u>	<u>Reactive</u>	<u>Proactive</u>	<u>Reactive & Proactive</u>
Basic	\$50	\$100	\$150
Basic Plus	\$75	\$175	\$250
Advanced	\$100	\$300	\$400
Executive	\$200	\$550	\$750
Basic Video Conferencing	\$75	\$225	\$300

**All pricing is shown as per month basis*



<u>Room Name/Number</u>	<u>Room Type</u>	<u>Reactive</u>	<u>Proactive</u>	<u>Reactive & Proactive</u>
Amateur Radio Emergency Service 147	Basic Plus	\$75	--	\$75
Command Staff 146	Basic Plus	\$75	--	\$75
Conference Room 143	Basic Plus	\$75	--	\$75
Control Group 142	Advanced	\$100	\$300	\$400
Dining 121	Basic Plus	\$75	--	\$75
Dispatch 153	Basic Plus	\$75	\$175	\$250
Emergency Management 104	Basic Plus	\$75	--	\$75
Joint Information Center Section 139	Basic Plus	\$75	--	\$75
Public Information Officer 140	Basic Plus	\$75	--	\$75
Quiet Room 152	Basic Plus	\$75	--	\$75
Support Group 141 Video Wall	Custom	\$200	\$550	\$750
Video Production 138	Basic Plus	\$75	--	\$75
Call Center 150	Basic Plus	\$75	--	\$75
Emergency Communications Center 151	Basic Plus	\$75	--	\$75
Total Monthly		\$1,200	\$1,025	\$2,225

Service Order Agreement

Cenero will provide all of the services as defined in this Service Order Agreement, per the Master Service Terms and Conditions, for Dare County Government, the "Client", located in Manteo, NC.

Option 1: One (1) Year Renewal:

Service Contract Term: 2/29/2020 – 2/28/2021

Investment for Proactive & Reactive Services	\$26,700
Total Investment for Services	\$26,700
Billing Option	Total___
Payment to be made as follows: **Applicable Sales Tax is NOT included.	Balance Due Net 30 Days

Option 2: Three (3) Year Renewal:

Service Contract Term: 2/29/2020 – 2/28/2023

Investment for Proactive & Reactive Services (Multiyear Discount 15%)	\$80,100 \$12,015
Total Investment for Services	\$68,085
Billing Option	Yearly___
Payment to be made as follows: **Applicable Sales Tax is NOT included.	Balance Due Net 30 Days

This document contains privileged or confidential information of Cenero and is intended for a specific individual. Disclosure, copying, or distribution of this communication outside of the intended recipient is strictly prohibited.



IN WITNESS WHEREOF, having read and understood all provisions and terms contained herein, Client and Cenero acknowledge their acceptance and agreement hereto, and to the Master Service Terms and Conditions. Furthermore, both Parties represent that they have the full authority to sign this Agreement.

Client: Dare County Government

By: _____

Name: _____

Title: _____

Date: _____

Billing Contact:

Name: _____

Title : _____

Email: _____

Address: _____

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

Sally DeFosse 2/18/2020



Audit Contract for FY 2020

Description

Attached is the audit contract for fiscal year 2020. The contract is the third year of a four year agreement with Potter & Company and is at \$67,830, an increase of 2% per the agreement.

Board Action Requested

Approve the contract and authorize the Chairman and the Chairman of the Audit Committee to execute the contract.

Item Presenter

David Clawson, Finance Director

The of and	Governing Board Board of Commissioners
	Primary Government Unit (or charter holder) Dare County, North Carolina
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Potter & Company, PA
	Auditor Address 106 Welton Way, Mooresville, NC 28117

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Audit Report Due Date
	06/30/20	10/31/20

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.
23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: David Clawson	Title and Unit / Company: Finance Director	Email Address: davec@darenc.com
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2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

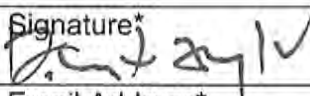
Primary Government Unit	Dare County, North Carolina
Audit Fee	\$ 67,830
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$ 49,875.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval <i>(not applicable to hospital contracts)</i>	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Potter & Company, PA	
Authorized Firm Representative (typed or printed)* Robert W. Taylor	Signature* 
Date* 02/06/20	Email Address* btaylor@gotopotter.com

GOVERNMENTAL UNIT

Governmental Unit* Dare County, North Carolina	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* ✓	Signature* ✓
Date ✓	Email Address ✓

Chair of Audit Committee (typed or printed, or "NA") ✓	Signature ✓
Date ✓	Email Address ✓

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) ✓	Signature* ✓
Date of Pre-Audit Certificate* ✓	Email Address* ✓

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



POTTER & COMPANY
CERTIFIED PUBLIC ACCOUNTANTS

February 6, 2020

To the Board of Commissioners
Dare County
Manteo, North Carolina

We are pleased to confirm our understanding of the services we are to provide for the Dare County, North Carolina for the year ending June 30, 2020. We will audit the financial statements of the governmental activities, the business-type-activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the Dare County, North Carolina, as of and for the year ending June 30, 2020. Accounting standards general accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the Dare County, North Carolina's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Dare County, North Carolina's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Letter of Transmittal.
3. Budgetary comparison schedules.
4. GASB required supplementary pension and OPEB reporting.

We have also been engaged to report on supplementary information other than RSI that accompanies the Dare County, North Carolina's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal and State awards.
2. Combining and individual fund statements.
3. Statistical data.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your general purpose financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information when considered in relation to the general purpose financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Dare County, North Carolina and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Dare county, North Carolina's financial statements. Our report will be addressed to the County Commissioner of Dare County, North Carolina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Dare County, North Carolina is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitation of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our

attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as an auditor is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the general purpose financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the general purpose financial statements. Tests of controls relative to the general purpose financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Dare County North Carolina's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of the applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on

each of the Dare County, North Carolina's major programs, if any. The purpose of those procedures will be to express an opinion on the Dare County, North Carolina's compliance with requirements applicable to major programs in our report on compliance issued pursuant to the Uniform guidance.

Management Responsibilities

Management is responsible for 1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; 2) following laws and regulations; 3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and 4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulation, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements; schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. general accepted accounting principles; and for compliance with applicable laws and regulations (including general statutes) and the provisions of contracts and grant agreements (including award agreement). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with 1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, 2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform and audit under the Uniform Guidance, 3) additional information that we may request for the purpose of the audit, and 4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving 1) management, 2) employees who have significant roles in internal control, and 3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegation of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations contracts, agreements, and grants. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on report audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited

financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date of schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that a) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; b) that you believe that schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; c) that the methods of measurement or presentation have not changed from those used in the prior period; and d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U. S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that s) you are responsible for presentation of the supplementary information in accordance with GAAP; b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; c) that the methods of measurement or presentation have not changed from those used in the prior period; and d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining process for tracking the status of audit findings and recommendation. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of the letter. This responsibility includes relaying to us corrective actions taken to address significant finding and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing managements' view on our current findings, conclusions, and recommendation, as well as your planned corrective action, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, You agree to oversee the non audit services by designating an individual, preferable from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all serviced providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an

appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide an original and print-ready master of our reports to the Dare County, North Carolina; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant agency for audits.

We will provide copies of our reports to The Dare County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Potter & Company, PA, and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a Cognizant or Oversight Agency for Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Potter & Company, PA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditors' report is issued or for any additional period requested by the Cognizant Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the work papers.

Robert W. Taylor, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our audit in May 2020 and to issue our reports no later than October 31, 2020. Our fee for these services will be \$67,830. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary for other audit procedures not anticipated, procedures of a bookkeeping nature, preparation of schedules or reconciliations for the audit, including adjusting journal entries, fixed asset reconciliations, construction project reconciliations or assistance with preparation of the Comprehensive Annual Financial Report, we will discuss these procedures with Management and bill you at the following discounted hourly rates:

	<u>Discounted Hourly Rates</u>
Partner	\$250
Manager	175
Other Team Members	125
Clerical	50

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2020 peer review report accompanies this letter

We appreciate the opportunity to be of service to the Dare County, North Carolina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

POTTER & COMPANY, P.A.



Robert W. Taylor, CPA/PFS

RESPONSE:

This letter correctly sets forth the understanding of the Dare County, North Carolina.

By: ✓ _____

Title: ✓ _____

Date: ✓ _____



Personal attention. Verifiable results.

CERTIFIED PUBLIC ACCOUNTANTS | BUSINESS CONSULTANTS | WEALTH ADVISORS | HEALTHCARE-PRACTICE CONSULTANTS

Report on the Firm's System of Quality Control

To: The Owners of Potter & Company, P.A. and the Peer Review Committee of the North Carolina Association of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Potter & Company, P.A. (the firm) in effect for the year ended December 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review, as described in the Standards, may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans. As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



DMJ & Co., PLLC

703 Green Valley Road, Suite 201, Greensboro, NC 27408 • PO Box 9258, Greensboro, NC 27429-0258

T 336-275-9886 • F 336-275-1129

dmj.com • Triad • Triangle • Sandhills

Member of CPAmerica, Inc.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Potter & Company, P.A., in effect for the year ended December 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Potter & Company, P.A. has received a peer review rating of *pass*.

DMG & Co, PLLC

Certified Public Accountants
Greensboro, North Carolina

June 27, 2019



4 Year Computer Lease for Dare County Sheriff's Office

Description

This is a 4 year computer lease of the Dare County Sheriff's Office to lease 10 laptop computers from Dell. Funding for the lease is within approved budgeted amounts.

Board Action Requested

That the lease be approved

Item Presenter

Matthew Hester - IT Director

County Manager Contract Approval Form

Submission Date

2019-12-18

Department Name

Sheriff

Dept Number

4510

Dept Head Name

Jeff Deringer

dept_head_email

jeff.deringer@darenc.com

Vendor Number

10670

Vendor Name

DELL MARKETING L.P.

Vendor Address Line 1

C/O DELL USA LP

Vendor Address Line 2

PO BOX 534118

Vendor City

ATLANTA

Vendor State

GA

Vendor Zip

30353-4118

Contract Period

Start

1/6/2020

End

1/6/2024

GL Account Code

104510-512103

Contract Type

New Renewal Amendment Extension

Description/Scope of Work

4 year Laptop Lease

File Upload

Upload Contract Here. Contract must be a pdf document, only.

US_QUOTE_3000052072132.1.pdf

59.39KB

DareCounty48MOFMV12.11.19_preaudited.pdf

422.18KB

County Manager Decision *

- Approved
- Approved - Board Approval Needed
- Denied - Route to Dept. Head
- Denied - Route to Purchasing



MATTHEW HESTER
DARE COUNTY
207 BUDLEIGH ST
MANTEO, NC 27954

JANUARY 30, 2020 04:52:56 PM

Dear DARE COUNTY,

Thank you for choosing Dell Financial Services for your technology leasing needs. We are enclosing the Lease and the Attachment A for your review. Once you have inspected the documents, please follow the four simple steps listed below:

- Step 1 Provide your Federal Employer Identification (FEI) Number on **Page 1 of 5 if your FEIN is not printed.**
- Step 2 Sign and Date the **YOU/LESSEE** section only on **Page 2 of 5** and print your **NAME and TITLE.**
- Step 3 After completing steps 1 through 2, return **ALL PAGES** to your Dell representative, excluding AutoPay.
- Step 4 **(Optional)** For the ease and convenience of **AUTOPAY**, please complete the enclosed form and return it according to the instructions on the autopay form.

Thanks again for choosing Dell Financial Services. If you have any questions regarding the enclosed documentation, please feel free to contact us.

JAMES P HORAN
800-955-3355

*****Helpful Information*****

Lease Related: Your DFS Lease Number is: **001 - 9033185-001**
Equipment Related: Your DELL Customer Number is: **21069690**

For Dell Inc. equipment support or questions call **(888) 560-8324.**

View www.Dell.com/Support for Dell order status once your Lease paperwork is complete or call (800) 879-3355



Your Dell Customer Number is: 21069690

Company No: 65

THIS LEASE AGREEMENT ("LEASE") SETS FORTH YOUR RESPONSIBILITIES AND OBLIGATIONS WITH REGARD TO YOUR LEASE OF THE PRODUCTS. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, PLEASE FOLLOW THE INSTRUCTIONS PROVIDED. YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. SAVE AND DOWNLOAD OR PRINT A COPY OF THE LEASE AND ACCOMPANYING E-MAILS AND RETAIN THEM FOR YOUR RECORDS.

THIS LEASE HAS BEEN WRITTEN IN "PLAIN ENGLISH". WHEN WE USE YOU AND YOUR IN THIS LEASE WE MEAN YOU, THE CUSTOMER WHO IS THE LESSEE INDICATED BELOW. WHEN WE USE WE, US AND OUR WE MEAN THE LESSOR, DELL FINANCIAL SERVICES L.L.C.

FULL LEGAL NAME OF LESSEE DARE COUNTY		LEASE TERM (MONTHS) 48	ANNUAL RENT PAYMENT^ \$4,996.29 <small>^Subject to Applicable Tax</small>	ANNUAL PERSONAL PROPERTY MGMT FEE^ \$177.63 <small>^Subject to Applicable Tax</small>	COMMENCEMENT DATE 01
DBA NAME (IF ANY)	TYPE OF BUSINESS Municipality	FINANCING TERMS Product Cost = \$19,500.00 (ANNUAL RENT PAYMENTS ARE DUE AND PAYABLE IN ADVANCE) **Shipping Charges are not included in the Annual Rental Payment, and will appear as a one time charge on your first invoice.			
BILLING ADDRESS: STREET, CITY, STATE, ZIP CODE 207 BUDLEIGH ST MANTEO, NC 27954					
PRODUCT LOCATION SEE ATTACHMENT A		GENERAL PRODUCT DESCRIPTION/SUPPLIER SEE ATTACHMENT A			
GUARANTOR (IF ANY)		END OF LEASE PURCHASE OPTION Fair Market Value			

→ **566000293**

FEDERAL EMPLOYER IDENTIFICATION #

Step 1. If your FEI number is not pre-printed, you MUST provide it in the box above.

TERMS AND CONDITIONS OF LEASE

1. NO WARRANTIES: WE ARE LEASING THE PRODUCTS TO YOU "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR SUPPLY THE PRODUCTS, WE DO NOT REPRESENT THE MANUFACTURER OR SUPPLIER AND YOU HAVE SELECTED THE PRODUCTS AND THE SUPPLIER BASED ON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCT OR ANY SERVICES. PROVIDED NO EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING, WE HEREBY ASSIGN TO YOU FOR THE TERM OF THE LEASE ALL WARRANTIES MADE TO US BY SUPPLIER, MANUFACTURER, AND ANY SERVICE PROVIDER TO YOU, AND YOU AGREE THAT YOU WILL MAKE ALL CLAIMS OF ANY KIND RELATING TO THE PRODUCTS OR SERVICES AGAINST SUCH SUPPLIER, MANUFACTURER, AND/OR SERVICE PROVIDER.

2. ACCEPTANCE; ENTIRE AGREEMENT; DELIVERY; ELECTRONIC SIGNATURES AND RECORDS: BY SIGNING THIS LEASE: (a) YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS (SECTIONS NUMBERED 1-19, PAGES 1-5) AND ATTACHMENT A OF THIS LEASE; (b) YOU AGREE THAT THIS LEASE IS A NET LEASE AND YOU CANNOT TERMINATE OR CANCEL AND UPON ACCEPTANCE OF THE PRODUCTS YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON; (c) YOU AGREE THAT THE PRODUCTS WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (d) YOU CONFIRM THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO; (e) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL

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COMMERCE ACT AND YOU CONSENT TO THE JURISDICTION OF ANY COURT LOCATED WITHIN THAT STATE AND YOU EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY; (f) YOU ACKNOWLEDGE AND AGREE THAT THIS LEASE IS SUBJECT TO THE ARBITRATION PROVISIONS SET FORTH IN SECTION 16 AND YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED; AND (g) YOU CONFIRM THAT THE INFORMATION IN ANY CREDIT APPLICATION, STATEMENT, TRADE REFERENCE OR FINANCIAL REPORT SUBMITTED TO US IS TRUE AND CORRECT AND YOU UNDERSTAND THAT ANY MATERIAL MISREPRESENTATION SHALL CONSTITUTE A DEFAULT UNDER THE LEASE. YOU AGREE TO BE BOUND BY THIS LEASE BY SIGNING IT. SIGNING AND RETURNING THIS LEASE AGREEMENT CONSTITUTES AN OFFER BY YOU TO LEASE THE PRODUCTS DESCRIBED IN ATTACHMENT A. THE LEASE AGREEMENT IS SUBJECT TO ACCEPTANCE BY DELL FINANCIAL SERVICES. DELL FINANCIAL SERVICES MAY ACCEPT THIS LEASE AGREEMENT BY PAYING THE SUPPLIER THE COST OF THE PRODUCTS OR BY AUTHENTICATING THE LEASE AGREEMENT. IF YOU WISH TO ENTER INTO THIS LEASE ELECTRONICALLY, YOUR ELECTRONIC SIGNATURE WILL CONSTITUTE YOUR AGREEMENT TO DO BUSINESS AND RECEIVE ALL RELATED RECORDS ELECTRONICALLY. OTHERWISE, YOU MUST SIGN THIS LEASE BY COMPLETING THE SIGNATURE BOX ON A PRINTED COPY OF THE LEASE AND RETURN IT TO US EITHER BY FACSIMILE TRANSMISSION OR BY U.S. MAIL. IF YOU DELIVER THIS SIGNED LEASE TO US, AND WE DO NOT RECEIVE ALL OF THE PAGES TO THE LEASE, YOU AGREE THAT, EXCEPT FOR ANY PAGES WHICH REQUIRE YOUR SIGNATURE, WE MAY SUPPLY THE MISSING PAGES TO THE LEASE FROM OUR DATABASE WHICH CONFORMS TO THE VERSION NUMBER AT THE BOTTOM OF THE PAGE. YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN ALTERED. YOU FURTHER AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A TANGIBLE COPY OF THE LEASE ELECTRONICALLY SIGNED OR TRANSMITTED BY YOU TO US, AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE (“UCC”), THE AUTHORITATIVE COPY OF THE LEASE SHALL BE THE COPY DESIGNATED BY US OR OUR ASSIGNEE, FROM TIME TO TIME, AS THE COPY AVAILABLE FOR ACCESS AND REVIEW BY YOU AND US OR OUR ASSIGNEE. ALL OTHER COPIES ARE DEEMED IDENTIFIED AS COPIES OF THE AUTHORITATIVE COPY. IN THE EVENT OF INADVERTENT DESTRUCTION OF THE AUTHORITATIVE COPY, OR CORRUPTION OF THE AUTHORITATIVE COPY FOR ANY REASON OR AS THE RESULT OF ANY CAUSE, THE AUTHORITATIVE COPY MAY BE RESTORED FROM A BACKUP OR ARCHIVE COPY, AND THE RESTORED COPY SHALL BECOME THE AUTHORITATIVE COPY. AT OUR OPTION, THIS ELECTRONIC RECORD MAY BE CONVERTED INTO PAPER FORM. AT SUCH TIME, SUCH PAPER COPY WILL BE DESIGNATED OR MARKED AS THE AUTHORITATIVE COPY OF THE LEASE.

NOTICE: (i) DO NOT SIGN THIS LEASE IF IT CONTAINS BLANK SPACES. (ii) YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED-IN COPY OF THE LEASE WHEN YOU SIGN IT. (iii) UNDER THE LAW, YOU MAY HAVE THE FOLLOWING RIGHTS, AMONG OTHERS: (A) TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND OBTAIN A PARTIAL REFUND OF ANY UNEARNED FINANCE CHARGE; (B) TO REDEEM THE PRODUCTS IF REPOSSESSED FOR A DEFAULT; AND (C) TO REQUIRE UNDER CERTAIN CONDITIONS, A RESALE OF THE PRODUCTS IF REPOSSESSED. Dell Financial Services’ California Finance Lender License number is 6037884.

YOU/LESSEE: DARE COUNTY		US/LESSOR: (For DFS use only) Dell Financial Services L.L.C. Phone (800) 955-3355	
AUTHORIZED SIGNATURE		AUTHORIZED SIGNATURE (For DFS use only)	
PRINT NAME AND TITLE	DATE	PRINT NAME AND TITLE (For DFS use only)	DATE

Step 2. Please sign and Date the YOU/LESSEE section and print your name and Title.

3. Lease; Acceptance and Commencement; Term; Rent: We agree to lease to you the personal property, and finance for you fees for services (including but not limited to installation and delivery) (the “Services”) and software, all as described in Attachment A to this Lease (collectively, the “Products”) on the terms and conditions shown in this Lease. With respect to Services, we will only finance one-time charges hereunder. The Products will be deemed irrevocably accepted for purposes of this Lease five (5) days after shipment from the Supplier (the “Acceptance Date”). This Lease will begin on the Commencement Date specified on the first page of this Lease, or if no date is specified, the 1st of the month following the Acceptance Date (the “Commencement Date”). When you receive the Products, you agree to inspect them promptly and advise us if they are not in good working order. If any of the Products are accepted for return by the Supplier pursuant to the relevant Supply Contract (defined below in Section 4) (the “Supplier’s Return Policy”), in the time, condition and manner required under the Supplier’s Return Policy, we will apply any payment we receive from Supplier as a credit against the amounts owed under this Lease, however, you agree that you shall continue to owe all unpaid amounts. You are responsible for freight charges to deliver and return the Products under the Supplier’s Return Policy. Contact Supplier for complete details regarding the Supplier’s Return Policy. Dell Inc.’s return policies are available at www.dell.com. If payments are due in arrears, the first Rent payment is due three hundred sixty (360) days after the Commencement Date. If payments are due in advance, the first Rent payment is due on the Commencement Date. Added to the first payment of Rent shall be a prorated portion of Rent calculated based on a 30-day month or 90-day quarter (as appropriate) for the period from the Acceptance Date to the Commencement Date. Subsequent payments of Rent are due on the same day each annual period of the Lease Term (or the following day of the subsequent annual period if there is no such day). You agree to pay us the Rent for the number of months of the Lease Term stated above. You will make all payments required under this Lease to us at the address we specify in writing. You authorize us to adjust the Rent amount (increase or decrease) listed above based on changes in the actual Product Cost (which is all amounts we have paid or will pay in connection with the purchase, delivery, and installation of the Products, including any trade-up and buyout amounts) provided that any increase in Rent amount will not result in more than a 15% increase to the Rent payment listed above. You agree to allow us to adjust the Rent amount above if the actual Product Cost varies from the Product cost shown above. If any payment of Rent or other amount payable to us is not paid within ten (10) days after the due date, you will pay us a late charge equal to the greater of (i) 1.50 % of the late payment amount or (ii) \$5.00 for each late payment (or if less, the highest amount permitted by applicable law).

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4. Selection and Ordering of Products: You select the type and quantity of the Products subject to this Lease. If you have entered into a purchase or supply contract ("Supply Contract") with any Supplier, you assign your rights but not your obligations (other than the obligation to pay for the Products accepted by you under this Lease) effective prior to the passage of title by the Supplier to you.

5. Location; Use; Alterations; Inspection: You will use the Products solely at the Product Location specified above, or if none is specified, at your billing address. Except for temporary relocation of laptop personal computers and other handheld mobile Products, you may not move the Products without our prior written consent, which shall not be unreasonably withheld. At your own expense, you will maintain the Products in good repair, condition and functional order (except for ordinary wear and tear) and will use them in compliance with all applicable laws. At your sole discretion, you may purchase a maintenance agreement for the Products from the provider of your choice, self-maintain the Products, or forgo such maintenance agreement altogether; regardless of your choice, you will continue to be responsible for the obligations described in this Section. You will use all software in accordance with the end user license terms of the applicable software license agreement ("License"). You may make additions or improvements to the Products unless the addition or improvement would violate any License, decrease the value of Products, or impair their utility. You may remove any such addition or improvement at the end of the Lease if (i) you repair any damage to Products resulting from the removal; (ii) you restore the Products to their original and functional condition (excluding ordinary wear and tear); and, (iii) the removal does not violate any License or render the Products incapable of use or operation. All additions or improvements not removed will become our property at no cost to us. You agree that we, our assignees, and agents, may inspect the Products at the premises where the Products are located at any reasonable time with prior notice.

6. Title; Quiet Enjoyment; Personal Property; Filing: Except for software that is subject to a separate License and Services, we are the owner of and will hold title to the Products. You will keep the Products free from any and all liens, encumbrances and claims. So long as you are not in Default under the Lease, we will not interfere with your quiet use and enjoyment of the Products during the Lease Term or any renewal term. Unless the Purchase Option is \$1, you agree that this transaction is intended to be a true lease under UCC Article 2A. However, if this transaction is deemed to be a lease intended for security under UCC Article 9, you grant us a purchase money security interest in all of your rights and interest in and to the Products (including your rights to obtain Services or use any software to the extent not prohibited by your License) and any replacements, substitutions, additions, attachments, and all proceeds thereof. You authorize us to file any financing statements or related filings as we may reasonably deem necessary or appropriate. You agree to pay a one-time Transaction Processing Fee to cover our costs for such filing and other documentation costs.

7. Loss or Damage: From the time the Products are delivered to a carrier for shipment to you until their return to us, you are responsible for any loss, theft, damage to or destruction of the Products ("Loss") from any cause at all, whether or not the Loss is covered by insurance. You are required to make all payments under the Lease even if there is a Loss. You must notify us immediately if there is any Loss. Then at our option, you will either (a) repair the Products so they are in good condition and working order to our satisfaction; or (b) replace the Products with like products in good condition and repair and of the same manufacture and equal or greater capacity and capability, with clear title thereto in us; or (c) pay us the "Stipulated Loss Value" which is the sum of: (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term plus our estimated value of our residual interest of all of the Products at the end of the Lease Term, such sum to be discounted to present value at a discount rate equal to the Two-Year U.S. Treasury Constant Yield Maturity Rate ("Discount Rate") in effect on the date you provide notice of the Loss and (iii) any costs and expenses incurred as a result of this event. Present value may be determined in certain states by the actuarial or Rule of 78's method. When you pay the amount of (c) above to us, we will transfer to you our interest in the Products, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose; and the Lease will terminate.

8. Insurance: For the Lease Term set forth above, you will provide and maintain, at your expense, (a) property insurance against the loss or theft of or damage to the Products, for their full replacement value naming us as loss payee and (b) public liability and third party property damage insurance naming us as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to us and will provide that we will be given thirty (30) days written notice before cancellation or material change of the policy. At our request, you will deliver the policies or certificates of insurance to us. If you do not give us evidence of insurance acceptable to us we have the right, but not the obligation, to obtain such insurance covering our interest in the Products for the Lease Term. The cost for such insurance will be an additional amount due from you under the Lease.

9. Taxes: You will pay when due, either directly or to us on demand, all taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the Lease and the Products, excluding taxes on our net income. We do not have to contest any taxes, fines or penalties. You agree to pay a personal property tax management fee calculated by us and based on the cost of the annual property tax assessed on the Products during the Lease Term. This fee shall be payable with each installment of Rent.

10. Return: Unless the Lease is renewed or you purchase the Products in accordance with the terms of the Lease, you will immediately deliver some or all of the Products (including but not limited to cables, power cords, keys, etc.) in good repair, operable condition and able to qualify for the manufacturer's warranty service (ordinary wear and tear excepted) to any place in the continental United States that we direct. You will remove all proprietary data from the Products prior to return. Upon your return of the Products, you agree that your license with respect to the operating system software terminates and you certify that you will either (i) return all copies of the manuals, printed material, certificates of authenticity and media (the "Operating System Software Kit") or (ii) destroy all copies of the Operating System Software Kit, leaving the original operating system installed and functional. You will pay all expenses for deinstalling, packing and shipping and you will insure the Products for the full replacement value during shipping. You will immediately pay us on demand the costs and expenses of all missing or damaged Products. If you choose to return less than all of the Products, Products returned to us must be complete functional units.

11. Purchase Option; Automatic Renewal: If no Default exists under the Lease, you will have the option at the end of the Lease Term to purchase some or all of the Products for the amount of the Purchase Option price shown above which, if it is the then Fair Market Value of the Products ("FMV"), will be as determined by us in our reasonable judgment, plus any applicable taxes. If you do not agree with our determination, the FMV will be determined for you at your expense by an independent appraiser selected by us and reasonably approved by you. Unless the Purchase Option price is \$1, you must give us written notice at least ninety (90) days before the end of the Lease Term that you will purchase the Products or that you will return the Products to us. Unless you timely provide such written notice of intent and purchase Products or return Products to us on the last day of the Lease Term, this Lease for such Products will automatically renew on a continuing month-to-month basis until you give us thirty (30) days notice of return and deliver the Products to us. During such renewal terms, the Rent for such Products will remain the same. Upon payment in full of the Purchase Option price and any amounts which may be due hereunder, we will transfer to you our interest in the Products purchased, "AS-IS-WHERE-IS", without any warranty, express or implied, including warranty of merchantability or fitness for any particular purpose; and the Lease will terminate.

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12. Assignment: YOU MAY NOT ASSIGN, SELL, TRANSFER, OR SUBLEASE THE PRODUCTS OR YOUR INTEREST IN THIS LEASE. We may, without notifying you, sell, assign or transfer the Lease and our rights in the Products. You agree that the transferee will have the same rights and benefits that we have now under this Lease, but not our obligations. The rights of the transferee will not be subject to any claim, defense, or setoff that you may have against us.

13. Default: Each of the following is a default ("Default") under the Lease: (a) you fail to pay any Rent or any other payment within 10 days of its due date; (b) you do not perform any of your obligations under the Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after notice from us; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors or enter voluntarily or involuntarily any bankruptcy or other reorganization proceeding; (d) you or any Guarantor provide us incorrect or untrue information regarding any material matter in connection with your application for credit or entering into this Lease; or (e) if this Lease has been guaranteed by someone other than you, any guarantor of the Lease dies, does not perform its obligations under the Guaranty or becomes subject to one of the events listed in clause (c).

14. Remedies: If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate the Lease or any agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the Stipulated Loss Value calculated under Section 7 plus (ii) any costs and expenses (including breakage fees) incurred as a result of the Default; (c) we may require you to deliver the Products to us as set forth in Section 10; (d) we or our agent may peacefully repossess the Products without court order and you will not make any claims against us for trespass, damages or any other reason and (e) we may exercise any other right at law or in equity. Further, with respect to software and Services, if a Default occurs, you agree upon notice from us to (a) immediately cease using the software and Services, (b) deinstall and delete all copies of the software from any computer systems you own or control or that are used for your benefit, and (c) provide us with a certificate signed by your authorized representative attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorney's fees. If we take possession of the Products we may sell or otherwise dispose of the Products, with or without notice, at public or private sale and apply the net proceeds (after we have deducted our costs related to the sale and disposition) to the amounts that you owe us. You agree that if notice of a sale is required by law to be given, 10 days notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

15. Indemnity: You are responsible for losses, damages, penalties, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, (collectively "Claims") whether based on a theory of strict liability or otherwise caused by or related to this Lease or the Products (including any defects in the Products). You will reimburse us for, and if we request defend us against, any Claims.

16. Arbitration: Either party to this Lease may choose to have any dispute, claim, or controversy arising from or relating to this Lease, any prior agreement or lease between the parties, any application or advertisement related to this Lease or the validity of this arbitration clause or the entire Lease, resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If such rules conflict with this arbitration agreement, however, then the terms of this arbitration agreement shall control. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1, *et seq.* Judgment upon the award rendered may be entered in any court having jurisdiction. Any arbitration award in excess of \$100,000 made pursuant to this arbitration agreement may be appealed by the party against which the award is made. Such appeal will be a de novo arbitration proceeding before three arbitrators. The parties agree and understand that they may choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but may elect to resolve their disputes through arbitration as provided herein. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, may be subject to binding arbitration in accord with this Lease. No class action or request for relief may be brought under this arbitration agreement. You agree that you shall not have the right to participate in arbitration or in court proceedings as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Lease. The parties agree and understand that the arbitrator shall have all powers provided by law and this Lease, except for powers limited or prohibited by this Lease. Notwithstanding anything herein to the contrary, we retain an option to use judicial or non-judicial relief to recover the Products or to enforce our security interest in the Products, to enforce the monetary obligation secured by the Products or to foreclose on the Products. Such judicial relief would take the form of a lawsuit. The institution and maintenance of any action for judicial relief in a court to foreclose upon any Products, to obtain a monetary judgment or to enforce this Lease, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Lease, including the filing of a counterclaim in a suit brought by us pursuant to this provision. **YOU UNDERSTAND AND AGREE THAT IN ARBITRATION: YOU GIVE UP RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; YOUR ABILITY TO COMPEL OTHER PARTIES TO PRODUCE DOCUMENTS OR BE EXAMINED IS MORE LIMITED THAN IN A LAWSUIT; AND, YOUR RIGHTS TO APPEAL OR CHANGE ANY ARBITRATION AWARD IN ANY COURT ARE STRICTLY LIMITED.**

17. Finance Lease: You agree that if UCC Article 2A applies to this Lease, this Lease will be considered a "finance lease". By signing this Lease you acknowledge that either (1) you have received, reviewed and approved the Supply Contract with the Supplier or (2) we have informed you of the identity of the Supplier, that you may have rights and warranties under the Supply Contract(s) for the Products and you may contact the Supplier of the Products for a description of those rights and warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OR ANY OTHER APPLICABLE LAW WITH RESPECT TO A DEFAULT BY LESSOR UNDER THIS LEASE.**

18. Miscellaneous: You agree that the terms and conditions of this Lease make up the entire agreement between you and us regarding the lease of the Products. Any change in the terms and conditions of the Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to (i) supply missing information and correct obvious errors in this Lease, and (ii) add or correct serial numbers (or similar identifying information) for the Products in this Lease, on Attachment A and in any related filing or documentation. All of our rights and remedies will survive termination of this Lease. All notices under this Lease will be given in writing and will be considered given when deposited in the U.S. mail, postage prepaid or transmitted electronically, addressed to the respective address specified in writing. Any failure of ours to require strict performance by you or any waiver by us of any provision in this Lease will not be construed as a consent or waiver of any other breach of the same or any provision. If any portion of this Lease is deemed invalid, it will not affect the balance of this Lease. It is the express intent of both of us not to violate any usury laws, or to exceed the maximum amount of time price differential, or interest as applicable permitted to be charged, or collected under applicable law. Any such excess payment will be applied to payments under the Lease in inverse order of maturity; any remaining payments will be refunded to you.

19. Products Consisting Solely of Software or Services: This Section 19 applies if the Products described on Attachment A consist exclusively of software, Services, or a combination of both. You agree that this Lease is a financing arrangement providing for your repayment to us of the cost of

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acquiring the Products from the Supplier (including any provider or seller of Services, licensor or seller of software), plus all other amounts that become due and owing under the terms of this Lease. For the purposes of this Lease and your obligations hereunder, the Products are deemed satisfactorily delivered and accepted by you upon the earlier of delivery from such Supplier or our payment to such Supplier for the cost of acquiring the Products. As security for your obligations under this Lease, you grant us a first-priority security interest in all of your rights and interest in and to the Products (including your rights to use software and obtain Services) and all proceeds thereof (including without limitation any refunds with respect to the software or Services financed hereunder ("Refund") that you receive or have a right to receive), free and clear of all security interests, liens or encumbrances. If you are entitled to a Refund from the Supplier (including any provider or seller of Services, licensor or seller of software), you authorize us to deliver a copy of this Lease to the Supplier as evidence of your consent to our collection and receipt of the Refund directly. Nothing in this Lease shall obligate us to pursue your Refund rights (if any) or modify, excuse or limit your obligations under this Lease, which you acknowledge and agree are absolute and unconditional. We shall apply any such Refund actually received by us against the next scheduled Rent payment(s) and all other amounts owed under this Lease. You agree that you shall owe any unpaid amounts remaining under this Lease after application of the Refund. Upon our written instructions following a Default, you agree to (a) immediately cease using the software and Services, (b) deinstall, delete and destroy all copies of the software from any computer systems owned or controlled by you or used for your benefit, and (c) provide us with a certificate signed by your authorized representative attesting to such cessation of use, maintenance, deinstallation, deletion and destruction. Notwithstanding anything in this Lease to the contrary and only if this Section 19 applies, the Stipulated Loss Value you may be required to pay upon a Default shall equal the sum of (i) all Rent payments for all the Products and other amounts past due (plus interest thereon) or currently owed to us under the Lease, including unpaid taxes; (ii) all future Rent payments that would accrue over the remaining Lease Term, discounted to present value at the Discount Rate and (iii) any costs and expenses incurred as a result of the Default. As the Products financed hereunder are solely software or Services, you agree that (i) any language herein pertaining to our ownership of the Products and (ii) the following provisions of this Lease shall not apply: Section 5 (in so far as it purports to vest in us ownership of improvements or additions to Products); Section 10 (Return); Section 11 (Purchase Option; Automatic Renewal); Section 14 (in so far as it purports to provide us with a right to sell, lease, or otherwise dispose of the Products consisting of Licenses or Services that would violate the underlying License or Services agreement). You acknowledge that all remaining terms and conditions of this Lease shall apply. Unless an uncured Default exists, this Lease and our interest and rights in the Products shall terminate at the expiration of the Lease Term; provided, however, that such termination shall not affect your obligations accruing prior to the termination.



Attachment A

Company No: 65

Attached hereto and made a part hereof Lease No: 001 - 9033185-001 between DELL FINANCIAL SERVICES L.L.C. as Lessor and DARE COUNTY as Lessee

Product Location	General Product Description/Supplier/Quantity	
207 BUDLEIGH ST	Dell Quote #3000054612478.1	
MANTEO	Description	Quantity
NC	Dell Latitude 5420	10
27954		

All other terms and conditions of the Lease shall remain unchanged.

This is New Autopay Request Change to Existing Information Cancellation (Please complete Sections 1 and 3)

With this service you have the option of continuing to receive a monthly invoice

Yes, please continue to send a monthly invoice No, I do not require a monthly invoice

All fields are mandatory

SECTION 1: DELL FINANCIAL SERVICES LEASE CONTRACT AND/OR LOAN ACCOUNT INFORMATION

Name on Dell Lease or Loan Account: _____
(Note: Name on Dell Lease or Loan Account must match with the 'Name on Bank Account' in Section 2)

Please list the 13 digit Lease Contract and/or Loan Account number(s) that you would like to authorize on the AutoPay service. For additional Lease Contracts and/or Loan Accounts, please use a separate sheet to list all Lease and/or Loan Account numbers. Please note that future contracts will require an additional authorized AutoPay form.

<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>

Contact Name: _____ Phone: _____

Email Address: _____
(Note: In order to receive confirmation of autopay setup, please provide an email address)

SECTION 2: BANKING INFORMATION (The bank account must be a **commercial** account)

Name on Bank Account: _____

Bank Routing Number*:

Bank Account Number*:

* Please see example below for location of routing and account numbers on voided check. Note that routing numbers starting with 5 are not valid.

SECTION 3: SIGNATURE (must be an authorized signer on bank account)

This AutoPay service is established solely for your convenience and is offered at no additional cost to you. You authorize Dell Financial Services L.L.C., its agents and assigns (collectively "DFS"), to initiate debit entries in the bank account identified above for amounts due and owing under the Lease/Loan(s), including rental, applicable taxes, shipping charges, and in case of a default, the full amount due under the Lease/Loan. You represent and warrant to DFS that the above account is a commercial account established in connection with your business and not for personal, family or household purposes. You remain responsible for making payments to DFS if the funds cannot be automatically debited from your bank account. In addition, if funds are not available when a payment is due, you agree to pay DFS any late charges due under the Lease/Loan as well as any expenses incurred for every unsuccessful debit attempt. The transactions made pursuant to this authorization form are initiated through the Automated Clearing House. These services may be cancelled or modified by DFS at any time without notice. **THIS AUTHORIZATION WILL REMAIN IN FULL FORCE AND EFFECT UNTIL YOU PROVIDE WRITTEN NOTICE OF ITS CANCELLATION TO DFS, AFFORDING DFS AND YOUR BANK A REASONABLE OPPORTUNITY TO ACT.**

PRINTED NAME _____ TITLE: _____

SIGNATURE: _____ DATE: _____

If you received this AutoPay form with your new Lease/Loan Agreement, please return the completed form along with your other Lease/Loan documents **via fax or mail**, as instructed by your DFS representative. **PLEASE DO NOT EMAIL THE COMPLETED FORM.** Otherwise, please return this completed form and copy of a voided check to our Autopay Department per the instructions below:

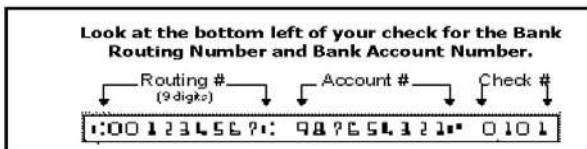
BY FAX (for faster activation)

Dell Financial Services AutoPay
Customer Service
Fax# 512-283-1854

OR

BY MAIL

Dell Financial Services AutoPay
P.O. Box 81577
Austin, TX 78708-1577



Copy of a voided check must accompany this form



Prepared For:

DARE County, NC

December 11, 2019

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation. Upon expiration, lease rates may be changed in the event that market rates change.

PUBLIC EDUCATION, STATE AND LOCAL GOVERNMENT RIDER

This Rider supplements the provisions of Lease No. 001-9033184-001 ("Lease") between you and us as identified below. This Rider is an integral part of the Lease. Capitalized terms used in this Rider that are not defined will have the meanings specified in the Lease. If there is any conflict between the Lease and this Rider, then this Rider will control and prevail.

1. Funding Intent: You reasonably believe that sufficient funds can be obtained to make all Rent payments and other payments during the Lease Term. You agree that your Chief Executive or Administrative Officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide appropriate funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. We agree that your obligation to make Rent payments under the Lease will be a current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Lease will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriations of Funds: If (a) sufficient funds are not budgeted or appropriated and budgeted by your governing body in any fiscal period for Rent payments or other payments and (b) you have exhausted all funds legally available for such payments, due under the Lease, then you will give us written notice and the Lease will terminate as of the last day of your fiscal period for which funds for Rent payments are available. Such termination is without any expense or penalty, except for the portions of the Rent payments and those expenses associated with your return of the Products in accordance with paragraph 10 of the Lease for which funds have been budgeted or appropriated or are otherwise legally available.

3. Essential Use: You represent that the use of the Products are essential to your proper, efficient and economic operation and that you shall be the only entity to lease, operate and use the Products.

4. Choice of Law: Regardless of any conflicting provision in the Lease, THE LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.

5. Authority and Authorization: You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Lease is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all public bidding requirements and, where necessary, have properly presented the Lease for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Lease for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency or municipal certificate, and other documents that we request in a form satisfactory to us.

Lessee: DARE COUNTY

Lessor: Dell Financial Services L.L.C.

By: _____
Name and Title: _____
Date: _____

By: _____
Name and Title: _____
Date: _____

CERTIFICATION

I _____, a resident of _____, in the State of _____, DO HEREBY

(Certifier) (City) (State)
CERTIFY that I am the _____ of the Lessee identified above, which is a educational, state or political
(Title)

subdivision or agency, duly organized and under the laws of the State of _____ that I have custody of the
(State)

records of the Lessee, and, as of the date set forth below, _____ is the _____
(Name of Above Signature) (Title of Above Signature)
of Lessee and is duly authorized to execute and deliver in the name of and on behalf of Lessee, the Lease (including this Rider) and all related documents.

IN WITNESS WHEREOF, I have hereto set my hand and affixed this seal of Lessee this _____ day of _____, 20____.
(Day) (Month)

-seal-

Certifier's Signature: _____



McGuireWoods Consulting

Description

The Board approved the need to engage the services of McGuireWoods Consulting at the February 4, 2020 meeting for the purpose of providing lobbying services for Dare County. An agreement follows for approval.

Board Action Requested

Approve agreement

Item Presenter

Robert Outten, County Manager

February 5, 2020

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

Dear Mr. Chairman:

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

- 1. Nature and Scope of Representation:** MWC will provide lobbying and government relations services to Dare County and agrees to represent the interests of the County, as directed by the County, before the North Carolina General Assembly
- 2. Fees:** MWC will provide the above-described services for a fixed fee of five thousand dollars (\$5,000) per month.
- 3. Expenses:** Dare County will be responsible for expenses MWC incurs in providing services under this Agreement, including lobbyist and principal registration fees, travel costs, express mail and other delivery services. Any secretarial or other administrative overtime expenses will be included in the fixed fee and will not be charged to Dare County.
- 4. Period of Agreement:** The period of this Agreement begins February 1, 2020 and will continue on a month-to-month basis until the adjournment of the 2019-2020 Session of the North Carolina General Assembly.
- 5. Terms of Payment:** The monthly fee described above will be due and payable on the first day of each month in which services are to be rendered. MWC will provide an invoice on or before the beginning of each month for the monthly fee. For any bill not paid within sixty (60) days after it is rendered, MWC reserves the right to impose a late charge of one and one-half percent (1.5%) per month from the date it is rendered. All bills will be in summary form showing in general terms the services provided
- 6. Termination:** This Agreement is subject to termination by either party upon thirty (30) days' written notice, unless otherwise agreed to by the parties in writing.
- 7. Independent Contractor Status:** MWC will serve as an independent contractor with the authority to control and direct the performance of the details of the services to be provided following appropriate consultation with you or your representatives.
- 8. Confidentiality:** All discussions between Dare County representatives and MWC staff and the nature of our relationship will be kept confidential unless permission is expressly

given by you or your representatives to disclose such information. Such confidentiality shall survive the termination or expiration of this Agreement.

- 9. Lobbyist Registration:** The provision of government relations services in the State of North Carolina or with regard to federal entities and officials may require the registration of MWC personnel as lobbyists on behalf of Dare County. MWC will work with Dare County to determine if and when a lobbyist registration statement should be filed with the appropriate state or federal authority. Once filed with the appropriate state or federal authority, such registration statements are publicly available. Additionally, registration as a lobbyist on behalf of Dare County requires us to file disclosure statements describing the work undertaken on your behalf and the fees and expenses attributable to the lobbying activity. Dare County agrees to cooperate with providing any required information in order to timely file a registration statement, if applicable, and any resulting disclosure statement. The duty to cooperate with completing the required lobbying disclosure statements will survive the termination or expiration of this Agreement.
- 10. Representative Clients:** From time to time, MWC may furnish a list of representative clients to prospective clients. The listing is by name alone and does not contain any confidential information gained in MWC's representation of you. Additionally, any representation of Dare County by MWC that requires us to register as lobbyists with the State of North Carolina becomes public information upon the filing of such registration statements. Please inform me if you do not wish MWC to include you in a list of representative clients that is not otherwise publicly available.
- 11. No Attorney-Client Relationship Established:** Please note that MWC is a wholly owned subsidiary of McGuireWoods LLP, a full-service law firm serving clients throughout the United States and around the world ("McGuireWoods law firm"). From time to time various lawyers at the McGuireWoods law firm provide non-legal services to MWC clients, but MWC does not provide legal services or advice, nor does this agreement include the provision of legal services by the McGuireWoods law firm or give rise to an attorney-client relationship with Dare County. No communications with anyone at the McGuireWoods law firm will be protected by the attorney-client privilege unless you hire the law firm to provide legal services. If legal services are desired, a separate engagement with the McGuireWoods law firm may be established; it is not necessary for a client to engage the McGuireWoods law firm in order to obtain MWC's services, or vice versa.
- 12. Conflicts of Interest:** By executing this Agreement, you acknowledge that you are not represented by the McGuireWoods law firm and you consent to the McGuireWoods law firm's representation of other persons and entities on legal matters, including litigation, that may adversely affect your interests, directly or indirectly, but are unrelated to the specific representation you have asked MWC to undertake on your behalf. Additionally, you consent to MWC's representation of other persons and entities on matters unrelated to the specific representation you have asked MWC to undertake on your behalf and that may adversely affect your interests, directly or indirectly.
- 13. Limitation of Liability:** MWC's maximum liability relating to services rendered under this agreement (whether in tort, contract, strict liability, or otherwise) shall be limited to the fees paid to MWC for the portions of its services giving rise to liability. In no event shall MWC be liable for any consequential, special, indirect, incidental, or punitive damages or expenses (including, without limitation, lost profits, opportunity costs, etc.) even if it has been advised of the possible existence of such damages. This provision shall survive the completion of this Agreement.
- 14. Amendment:** Any amendment to this Agreement must be mutually agreed to in writing by both parties.

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

Sincerely,

McGUIREWOODS CONSULTING LLC

By: _____
Harrison J. Kaplan
Senior Advisor

Approved:

COUNTY OF DARE, BOARD OF COMMISSIONERS

By: _____
Robert L. Woodard, Chairman

Date: _____

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

Sally Defosse 2/18/2020



Tax Collector's Report

Description

Jan 2020 Releases over \$100
Jan 2020 Refunds over \$100
Jan 2020 NCVTS Refunds over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH: January

DATE RANGE: 1/1/2020 - 1/31/2020

SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel#	Bill Year	Reason	Value Released	Tax Released
BPG, INC	014822103	2019	Duplicate listing	-68,700.00	-445.94
DAIDONE, KENNETH J.	962687000	2019	Boat value change	-26,775.00	-172.19
CLEM, MICHAEL C	962211000	2019	Boat sold in 2018	-21,925.00	-209.83
TEAZ'EM SPORTFISHING LLC	977769000	2019	Boat value change	-175,530.00	-1,474.45
				Total Tax Released:	-2,302.41

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: **January**

Date Range: **1/1/2020 - 1/31/2020**

SUBMITTED BY:

Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
FRIED, HARRY C	001389000	2019	Overpayment	-269.41
FLETCHER, PENELOPE ANN TTEE	001681000	2019	Overpayment	-384.25
WELLS, WALTER L	001814000	2019	Overpayment	-615.72
APHRODITE HOLDINGS LLC	002774000	2019	Overpayment	-43,853.70
MILLS, JOHN W	003116000	2019	Overpayment	-2,534.96
LAMBODERA HOLDINGS LLC	003711000	2019	Overpayment	-25,269.59
DEVERS, DOUGLAS	004005000	2019	Overpayment	-1,662.57
BRANCH, BEVERLY M	004866000	2019	Overpayment	-270.86
SWIFT, MARGENE	005377000	2019	Overpayment	-164.89
DUNNEVANT, JANET H	006968303	2019	Overpayment	-1,084.45
CAM REALTY, LLC	007025000	2019	Overpayment	-3,135.60
RIGNEY, MARK EDWARD TTEE	007138001	2019	Overpayment	-1,917.53
MISTY CREEK PROPERTIES LLC	007245000	2019	Overpayment	-99.69
SLOANE, KENNETH B TTEE	007844000	2019	Overpayment	-108.31
HAWLEY, SUSAN B	008075103	2019	Overpayment	-165.37
HOCKADAY, RUSSELL E	008526026	2019	Overpayment	-1,325.88
GIBSON, BERNARD R	009818011	2019	Overpayment	-899.33
DUBIEL, JOHN S JR	009877000	2019	Overpayment	-1,352.92
HUBAND, MATTHEW W	010069039	2019	Overpayment	-1,322.04
BATTS, THELMA CARROW	010553000	2019	Overpayment	-1,458.73
BLAND, E SCOTT	011493000	2019	Overpayment	-99.29
CALLERY, WILLIAM F	013078000	2019	Overpayment	-2,167.73
GIESE, CEDRIC P	013211000	2019	Overpayment	-973.86
SUNNYSIDE REAL ESTATE LLC	013648004	2019	Overpayment	-617.95
MEDVENE, MARK I	014277005	2019	Overpayment	-3,507.27
DANIEL, JEAN C TTEE	014442000	2019	Overpayment	-498.07
GOYDISH, BERNADETTE	015196025	2019	Overpayment	-1,641.30
UMPHLETT, JARROD THOMAS	017507000	2019	Overpayment	-842.28
O'CONNOR, MICHAEL ANTHONY	018229022	2019	Overpayment	-3,408.48
SEXTON, JAMES WALTER	020926000	2019	Overpayment	-2,773.80
KOBETSKY, KENNETH FRANK TTEE	020994000	2019	Overpayment	-480.79
KOUROUPAS, STEPHEN J	021631000	2019	Overpayment	-1,054.53
VAUGHAN, MARY P OR HER SUCCESSOR	021794000	2019	Overpayment	-716.01
KITTY HAWK PHOTOGRAPHIC LLC	021901000	2019	Overpayment	-1,095.58
BOLLWAGE, BRIAN D	022383534	2019	Overpayment	-836.86
GULL, PATRICIA ANN	022465000	2019	Overpayment	-998.87

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: January

Date Range: 1/1/2020 - 1/31/2020

SUBMITTED BY:

Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
MEYERS, RICHARD BRADLEY	022523060	2019	Overpayment	-4,197.96
THE CAMPLY HALLOWS LLC	022613000	2019	Overpayment	-6,748.22
JOHNSON, JODY WAYNE	023330006	2019	Overpayment	-1,278.90
TATEM, SIDNEY G	023944000	2019	Overpayment	-163.88
HOSTE, ROBERT S	024672000	2019	Overpayment	-699.12
BELL, STUART LEE	025028006	2019	Overpayment	-421.68
PETIT, MARC H	025055000	2019	Overpayment	-1,917.48
STRAWSER, BONNIE WOODALL	025060000	2019	Overpayment	-908.81
STONE CRAB TEN INC	025092013	2019	Overpayment	-715.75
DYAS, RICAVALLE M	025457001	2019	Overpayment	-417.65
PUGH'S CAR CARE OF MANTEO INC	025663000	2019	Overpayment	-261.40
MARTIN, WARREN C JR	025694087	2019	Release Boat	-1,279.95
BRANDT OUTERBANKS LLC	025694095	2019	Overpayment	-1,184.21
PAIR-A-DOCS LLC	025694402	2019	Overpayment	-6,368.47
KELLOGG, ELIZABETH	025709024	2019	Overpayment	-3,512.88
DAVENPORT, LEWIS E	026067000	2019	Overpayment	-630.87
UMPHLETT, WAYNE	026240002	2019	Overpayment	-308.85
MCMANUS, PATRICK M	026863000	2019	Overpayment	-1,326.81
KEICHER, PHILIP A	028053004	2019	Overpayment	-155.01
SECOND WIND BUILDERS INC	028572013	2019	Overpayment	-534.29
HARRISON, PATRICIA S TTEE	028668000	2019	Overpayment	-1,077.27
NORMAN, MICHAEL A	029568000	2019	Overpayment	-1,702.59
RICCHUITI, COSMO MICHAEL	029654000	2019	Overpayment	-2,413.65
RICCHUITI, COSMO MICHAEL JR	029655000	2019	Overpayment	-2,428.23
BURKE, CATHERINE S	030052000	2019	Overpayment	-800.00
PUGH'S CAR CARE OF MANTEO INC	974521000	2019	Overpayment	-130.70

-151,193.10



North Carolina Vehicle Tax System

JAN 2020 REFUNDS OVER \$100

NCVTS Pending Refund report

Report Date 2/10/2020

Payee Name	Address 1	Address 3	Bill #	Interest Change	Total Change
BIRCH, JULIA MIKA	5153 FAIRMONT LN	MYRTLE BEACH, SC 29579	0047700783	\$0.00	(\$60.45)
				\$0.00	(\$48.99)
				Refund	\$109.44
BIRCH, MICHAEL DAVID	5153 FAIRMONT LN	MYRTLE BEACH, SC 29579	0047715866	\$0.00	(\$87.05)
				\$0.00	(\$70.54)
				Refund	\$157.59
CARTER, RUDOLPH WAYNE	1012 SISTENTH AVE NW	KITTY HAWK, NC 27949	0040752076	\$0.00	(\$122.24)
				\$0.00	(\$57.22)
				Refund	\$179.46
GARY, DAVID LEWIS	109 BONNIE LN	NAGS HEAD, NC 27959	0051099045	\$0.00	(\$135.66)
				\$0.00	(\$91.49)
				Refund	\$227.15
HEYWARD, ARTHUR AUGUSTUS	508 PARK PLAZA	CHARLOTTESVILLE, VA 22902	0047687206	\$0.00	(\$137.78)
				\$0.00	(\$64.49)
				Refund	\$202.27
PEER, MARK RICHARD	209 BURNS DR	KILL DEVIL HILLS, NC 27948	0045034925	(\$2.92)	(\$61.29)
				(\$2.48)	(\$52.16)
				Refund	\$113.45
SNEAD, CHARLES LONDON JR	PO BOX 1701	NAGS HEAD, NC 27959	0047430232	\$0.00	(\$81.39)
				\$0.00	(\$7.53)
				\$0.00	(\$17.83)
				Refund	\$106.75
				Refund Total	\$1096.11

Tax Jurisdiction	District Type	Net Change
C99	COUNTY	(\$685.86)
T07	CITY	(\$171.69)
T14	CITY	(\$91.49)
T20	CITY	(\$121.71)
F51	FIRE	(\$7.53)
S99	SPECIAL	(\$17.83)
Total		(\$1,096.11)



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

Description

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

Board Action Requested

Consider items presented

Item Presenter

Robert Outten, County Manager