



COUNTY OF DARE
PO Box 1000. MANTEO. NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Monday, June 07, 2021

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

AGENDA

- 9:00 AM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Presentation of County Service Pins - June 2021
- ITEM 3** Employee of the Month
- ITEM 4 Public Hearing -- Avon Beach Nourishment**
- ITEM 5 Public Hearing - Manager's Proposed FY2022 Budget**
- ITEM 6** Public Comments
- ITEM 7** Ted Moseley (Outer Banks Gas and LP) Conditional Use Permit
- ITEM 8** Hatteras Island Reserve Subdivision -- Preliminary Plat Review
- ITEM 9** DC Tourism Board Request Consent Expenditure from Restricted Fund Event Site Line Item 4525
- ITEM 10** DC Tourism Board Request Consent Expenditure from Restricted Fund Capital Improvements Line Item 4503
- ITEM 11** Resolution Approving Permit Modifications for Dare County C&D Landfill
- ITEM 12 Consent Agenda**
1. Approval of Minutes
 2. Resolution Authorizing the Increase to the Federal Micro-Threshold Purchasing Limit
 3. NCDOT Right of Way 3-Party Encroachment Agreement for Old Wharf Estates Project
 4. Sediment Testing Grants
 5. DHHS - Social Services Division Request to Purchase Northwoods Traverse Software for Use in Adult and Family Services
- ITEM 13 Board Appointments**
1. Juvenile Crime Prevention Council
 2. Manns Harbor Community Center
 3. Rodanthe-Waves-Salvo Community Center
 4. Land Transfer Tax Appeals Board
 5. Upcoming Board Appointments
- ITEM 14 Commissioners' Business & Manager's/Attorney's Business**

ADJOURN UNTIL 5:00 P.M. ON JUNE 21, 2021



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard, Sr.



Presentation of County Service Pins - June 2021

Description

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

1. Troy Coltrain, Investigator, Sheriff's Dept. - 15 year pin
2. Lori Fitzgerald, Office Manager, Sheriff's Dept. - 20 year pin
3. Larry Hughes, Fleet Maintenance Superintendent - 25 year pin

Board Action Requested

None - presentation

Item Presenter

Robert Outten, County Manager



Employee of the Month

Description

The Employee of the Month Certification will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Public Hearing -- Avon Beach Nourishment

Description

A public hearing is scheduled for 9:00 a.m. regarding the Avon Beach Nourishment Project. As a part of that project, the Dare County Board of Commissioners is proposing to create two county service districts: District A made up of properties located in the area east of Highway 12 and south of Due East Road and District B made up of all properties in Avon.

Board Action Requested

Conduct public hearing.

Item Presenter

Robert Outten, County Manager



**Avon Beach Nourishment Project Report
and Notice of Public Hearing**

**For Establishment of County Service District
For Beach Erosion Control and Flood and Hurricane Protection Works
In Accordance With the Provisions of NCGS 153A-301-et seq.**

For many years Highway 12 at various locations on Hatteras Island has been closed as a result of weather events ranging from storms to nor'easters to hurricanes. These closures, often on multiple occasions in a given year and sometimes for extended periods of time create severe disruptions to the life, health, safety and welfare of the residents of and visitors to Hatteras Island. These repeated closures have had and will continue to have significant negative impacts.

NCDOT, recognizing the negative impacts and after multiple closures and significant hardships to the residents of and visitors to Hatteras Island, began efforts to protect Highway 12 by restoring the beach at Rodanthe and implementing a series of bridge projects. However the area of Highway 12 at the north end of Buxton, though often in peril, was not included in the NCDOT plans. As a result, and in order to minimize future road closures and damage to homes and infrastructure in the Buxton area, Dare County constructed a beach nourishment project in Buxton.

Similar to Rodanthe and Buxton, in recent years Highway 12 in Avon is often closed from ocean overwash, sometimes for extended periods of time, creating severe disruptions to the life, health, safety and welfare of the residents of and visitors to Hatteras Island. These repeated closures have had, and will continue to have, significant negative impacts. In addition, homes and infrastructure on the oceanside of Highway 12 are often flooded, damaged and at risk of destruction. As a result, and in order to minimize future road closures in Avon and to mitigate damage and flooding to structures on the oceanside of Highway 12, the Dare County Board of Commissioners engaged Coastal Science and Engineering to perform a study to determine the feasibility of a beach restoration project to protect Highway 12 and other infrastructure in Avon. The study found the project to be feasible and the county began the process to design and permit the project.

The project cost is estimated at approximately \$12,684,358 which equates to \$12.68 per cubic yard of sand. The project will be funded from a combination of funds from the Dare County

Beach Nourishment Fund and from revenues generated by two county service districts. Service District A will include all properties in Avon east of Highway 12 and south of Due East Road. Service District B will be all properties in Avon. For legal reasons the service district alignment is slightly different than what was discussed at the previous public hearing and in the previous letter, but will result in the same revenue generation and the same net cost to the taxpayer. (For example, using the rates set out in the previous letter, 25 cents for properties east of Highway 12 and south of Due East Road, and 5 cents for properties west of Highway 12, under the new service district alignment, the properties east of Highway 12 and south of Due East Road would now pay 20 cents as the Service District A tax. Every property on either side of Highway 12 in Avon would pay the Service District B tax of 5 cents. The result is the properties east of Highway 12 and south of Due East Road would be members of both service districts and their tax rate would be 20 cents for District A + 5 cents for District B, totaling 25 cents just as before. Those properties west of Highway 12 would be members of District B only and their rate would remain at 5 cents, just as before.)

Section 153A-301 of the North Carolina General Statutes authorizes the county to create a service district to finance, provide, or maintain for the district beach erosion control and flood and hurricane protection works. The Avon beach nourishment project is designed to provide beach erosion control and flood and hurricane protection works and is authorized by Section 153A-301 of the North Carolina General Statutes.

Section 153A-302 of the North Carolina General Statutes allows counties to establish service districts upon finding that there is a demonstrable need for providing the service in the district, that it is impossible or impracticable to provide the service on a countywide basis, that it is economically feasible to provide the proposed services in the district without unreasonable or burdensome taxes, and that there is a demonstrable demand for the services by persons residing in the district. At its April 19, 2021 meeting the Dare County Board of Commissioners made the foregoing findings and voted to move forward with establishing two county service districts: Service District A will include all properties in Avon east of Highway 12 and south of Due East Road. Service District B will include all properties in Avon.

In order to establish the service districts the Dare County Board of Commissioners must hold a public hearing on the proposed districts. Prior to the public hearing, a report must be prepared containing: (1) a map of the proposed districts, showing their proposed boundaries; (2) a statement showing that the districts meet the standards set out in Section 153A-302 (a); and (3) a plan for providing the services.

The Dare County Board of Commissioners will hold a public hearing on the proposed county service districts related to the Avon beach nourishment project on Monday, June 7, 2021 at 9:00 A.M. in the Commissioners Meeting Room, 954 Marshall Collins Dr., Manteo, NC 27954

In compliance with Section 153A-302(b) and prior to the public hearing Dare County provides the following information:

- (1) A maps of the proposed districts, showing their proposed boundaries are attached as Exhibits A and B
- (2) A statement showing the districts meet the standards set out in Section 153A-302(a):

The Dare County Board of Commissioners after considering the factors contained in GS 153A-302(a) finds as to both District A and District B

- A. There is a demonstrable need for providing in the districts one or more of the services listed in GS 153A-301:

For many years, Highway 12 at various locations on Hatteras Island has been flooded, closed and damaged as result of various weather events, from winter winds to named storms. Over the last several years the beach and protective dune in Avon has eroded substantially and Highway 12 in Avon has become one of the locations that floods and closes often. Those closures, often on multiple occasions throughout the year and often for extended periods of time, create severe disruptions to the provision of critical public services (EMS, fire, law enforcement, trash collection) and create severe disruptions to the life, health, safety, and welfare of the residents of and the visitors to Hatteras Island and Avon in particular. In addition, the severe erosion to the beaches and protective dunes in Avon pose an immediate threat to the oceanside infrastructure located east of Highway 12. Damage to the oceanfront infrastructure and the repeated closures will continue to occur and will get worse and more frequent without action in the form of a beach erosion control and flood and hurricane protection works project.

- B. It is impossible or impracticable to provide these services on a countywide basis:

The proposed Avon beach nourishment project is an oceanfront project. All of Dare County is not located on the oceanfront. The areas in and around Stumpy Point, Manns Harbor, East Lake , Roanoke Island and Colington, for example, are not located on the oceanfront and as a result a beach erosion control and flood and hurricane protection works project could not be built in those areas of the county.

- C. It is economically feasible to provide the proposed services in the districts without an unreasonable or burdensome annual tax levy:

The project is proposed to be funded approximately 70% with funds from the Dare County Beach Nourishment Fund. The remaining 30% of the

cost will be funded from two service districts. The amount to be paid and the amount of any proposed tax levy is in line with the initial rates in beach nourishment service districts in other areas of the County.

- D. There is demonstrable demand for the proposed services by persons residing in the districts:

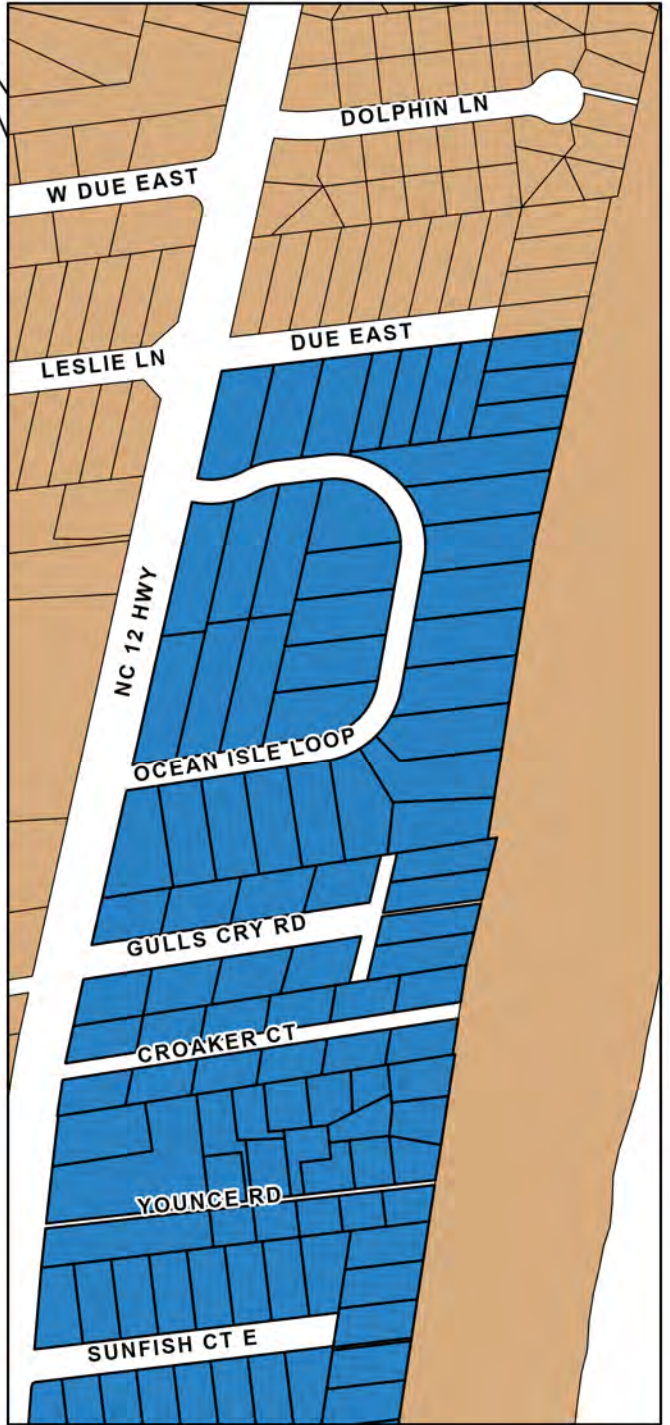
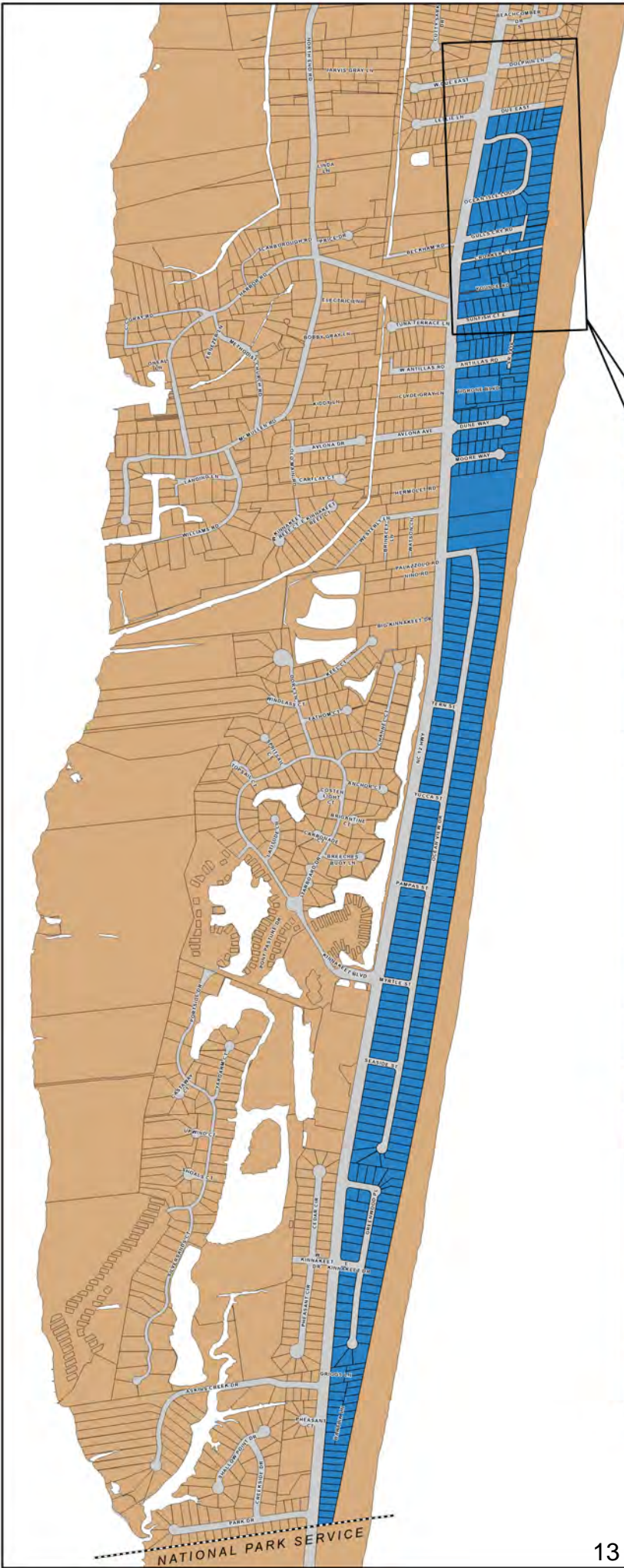
Multiple meetings were held over the last year or more with people residing in the districts who have requested a beach erosion control and flood and hurricane protection works project to address the issues outlined in A above. A public hearing has been held recently with most who spoke at the public hearing acknowledging that a beach erosion control and flood and hurricane protection works project is needed, though some questioned or made suggestions about proposed tax rates. In addition, the Board of Commissioners has received multiple emails and phone calls in support of the project.

- (3) The plan for providing the beach erosion control and flood and hurricane protection works project (Avon beach nourishment project) to the districts:

The proposed Avon beach nourishment project is approximately 13,200 feet (2.5 miles) in length. The northern project limit is at Due East Road in Avon and the southern limit of the project is the southern boundary of Avon at the National Park Service line. The project will initially widen the beach by approximately 100 feet. Up to one million cubic yards of sand will be placed on the beach with a maximum average fill density of approximately 75 cubic yards per foot. The sand placed on the beach will be taken from a 200 acre borrow site located 1.5 to 2 miles offshore. The project cost is estimated at approximately \$12,684,358. The project plan calls for bids to be let in the fall or early winter of 2021, with construction beginning in late spring or early summer of 2022 if bids come in within budget and contractor's proposed construction period is viable.

If you need additional information, please contact Bobby Outten, County Manager, at 252-475-5811 or outten@darenc.com. A copy of this report is available for inspection at the office of the Clerk to the Dare County Board of Commissioners, 954 Marshall Collins Dr., Manteo, NC 27954 and on our website at www.darenc.com

Exhibit A



■ Avon Service District A

Exhibit B



Avon Service District B



Public Hearing - Manager's Proposed FY2022 Budget

Description

At the May 17, 2021 meeting, the Dare County Board of Commissioners received a presentation on the Manager's Proposed Budget for Fiscal Year 2022.

Following the Manager's presentation, the Board voted to schedule a Public Hearing on the budget for 9:30 a.m., Monday, June 7, 2021.

The proposed budget is available for public review on the Dare County website at: www.darenc.com

Board Action Requested

Conduct a Public Hearing on the FY2022 budget and take appropriate action.

Item Presenter

Robert Outten, County Manager

SUNDAY, MAY 23, 2021

THE COASTLAND TIMES



**Notice of Submission of
Budget
Notice of Public Hearing on
Budget**

County of Dare, North Carolina
Board of County
Commissioners

The proposed budget for the fiscal year beginning July 1, 2021 and ending June 30, 2022 was submitted to the Dare County Board of Commissioners on May 17, 2021. NOTICE IS HEREBY GIVEN that a public hearing will be conducted by the Dare County Board of Commissioners on the proposed budget at the Dare County Administrative Building, Commissioners' Meeting Room, 954 Marshall C. Collins Drive, Manteo, NC, June 7, 2021, at 9:15 a.m. Comments may be sent via email to dcbooc@darenc.com. Comments in person will also be allowed during the public hearing.

The proposed budget is available for public review on the Dare County website at www.darenc.com.

5-23c



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. Masks and social distancing required.

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

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Ted Moseley (Outer Banks Gas and LP) Conditional Use Permit

Description

A site plan and conditional use permit application has been submitted by Ted Moseley on behalf of Outer Banks Gas and LP for the construction of a liquefied petroleum gas storage, sales, and service facility in East Lake, NC. The site plan, staff report, and draft conditional use permit are attached with this cover sheet.

Board Action Requested

Approval of draft CUP and site plan. " I move that the proposed liquefied petroleum gas storage, sales, and service facility, and site plan submitted by Ted Moseley on behalf of Outer Banks Gas and LP be approved as recommended by the Planning Board."

Item Presenter

Noah H Gillam, Assistant Planning Director



County of Dare

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5000

May 24, 2021

MEMORANDUM

TO: DARE COUNTY BOARD OF COMMISSIONERS

FROM: Noah H Gillam, Assistant Planning Director

RE: Conditional Use Permit for a LP Gas Storage, Sales, and Service Facility

A request for a Conditional Use Permit (CUP) for a Liquefied Petroleum (LP) gas storage, sales, and service facility has been submitted by Ted Moseley. The proposed facility is located in East Lake, and is identified as parcel 017560002 with Dare County Tax Mapping. The parcel is zoned East Lake Commercial Services (ELCS) and liquefied petroleum gas storage, sales, and service facilities are permitted as a conditional use. The applicant currently operates Outer Banks Gas and LP, an LP Gas storage and service facility on Roanoke Island and is looking to relocate the business to a larger parcel.

There is currently an existing vacant dwelling on the property that the applicant intends to demolish. The applicant is proposing to install one 30,000 gallon bulk LP tank and 3 1,000 gallon LP tanks on the property. The tanks will be placed on and adjacent to a 9,945 square foot gravel driveway, parking and work area. The gravel area will be placed on site so that it meets NCDOT and emergency vehicle load requirements. It's the applicants plan to construct a new 20' x 44' building to serve as office and storage area, and a 80' x 24' covered open air structure to serve as storage, and service area for tanks and equipment. The facility will have perimeter fencing and gating as required by the North Carolina Department of Agriculture and Dare County Zoning Ordinance. As part of the CUP application the applicant has submitted an appendix b that shows the proposed improvements and a copy is attached to this memo.

The proposed facility will primarily serve as a location for the bulk storage of LP gas, equipment, and service area and office space for employees. The day to day operation of the business primarily occurs offsite in the form of deliveries and service calls. The applicant does not intend for the facility to operate as retail facility but has provided parking in the front of the proposed office structure for parking in the event a customer needs to visits the office. All parking improvements are depicted on the appendix b and meet the requirements of the Dare County Zoning Ordinance. Hours of operation have been added to the draft CUP that reflects the Dare County Noise Ordinance, the applicant felt that these hours gave him the flexibility that is often needed during inclement weather events.

The Dare County Planning Board reviewed the proposed CUP at their May 10, 2021 meeting and recommended approval. The Dare County Fire Marshal has reviewed the site plan, and conditions have been added to the draft CUP addressing his comments. A fire protection plan has also been created that will be provided to the Fire Marshal, the local fire department, and the Planning Department once the improvements are installed onsite.

Liquefied Petroleum storage and service facilities are regulated by the North Carolina Department of Agriculture, the applicant has indicated that after Dare County approval, the site plan and site will be

reviewed and inspected by the Department of Agriculture. A condition has been added to the CUP stating that all applicable operation approvals and permits shall be supplied to the Dare County Planning Department.

A draft CUP and site plan is attached for the board's review, other conditions may be added to the draft CUP if needed as result of the June 7, 2021 Commissioners review.



Conditional Use Permit No.2 --2021

Dare County Sections 22-26.2 & 22-68.

Application of: Ted Moseley D/B/A Outer Banks Gas and LP

On June 7, 2021 the Dare County Board of Commissioners considered the application of the Petitioner above named which application is on file with the Dare County Planning Department, and the Board finds as follows:

1. That the written application of Petitioner with attachments has been duly submitted to the Dare County Planning Board as required by Section 22 of the Dare County Code (hereinafter referred to as "Code");
2. That the application substantially complies with the requirements of the Code in that it requests uses permitted by conditional use permit under the Code, Liquefied Petroleum (LP) gas storage, sales, and service facilities;
3. The subject property is zoned ELCS. This property is identified on the Dare County tax records as parcel 017560002 and located in the East Lake tax district.
4. That the Dare County Planning Board recommended for approval the granting of this Conditional Use Permit as requested. The Planning Board made this recommendation on May 10, 2021.
5. That the Dare County Board of Commissioners is empowered under sections of the Code set out above to grant uses such as allowed herein and insofar as the conditional use is hereinafter allowed it will not adversely affect the public interest;
6. That the hereinafter described conditional use is deemed to be reasonable and is not in degradation of the intent of the ordinance.
7. That upon the evidence received, the testimony presented, and the submitted written record, there are sufficient facts to support the issuance of this Conditional Use Permit according to the terms and conditions below:

NOW, THEREFORE, under the provisions of the Code, the following conditional use is granted to Ted Moseley for Liquefied Petroleum (LP) gas storage, sales, and service facility subject to such conditions as are hereinafter set out:

CONDITIONAL USE: a Liquefied Petroleum (LP) gas storage, sales, and service facility. A site plan depicting the proposed improvements identified as Appendix B is included as part of this Permit.

CONDITIONS:

1. There is an existing dwelling and shed onsite that is to be torn down. A 9,945 square foot gravel drive, parking, work, and storage area are to be installed. A 30,000 gallon LP tank, and 3 1,000 LP gas tanks will be installed in the gravel area. An 80' x 24' covered open air structure will be constructed for the purpose of storage, and service area. A 20' x 44' building will be constructed to serve as storage, sales, and office space.
2. Building Permits shall be obtained from the Dare County Planning and Building Department before any construction begins on the two proposed structures.
3. All LP Tanks and Facilities shall be in full compliance with the provisions of the National Fire Protection Association, NC Department of Agriculture and in accordance with the Dare County Fire Marshal requirements. Copies of all applicable operations permits shall be provided to the Dare County Planning Department.
4. All building permits shall be obtained within 36 months from the date of approval of this permit.
5. LP Tanks and associated components on the site shall be constructed and installed to meet the requirements of the Dare County Flood Damage Prevention Ordinance.
6. All light fixtures shall be installed so that no light illuminates or reflects on any adjacent property or public right-of-way
7. Fencing shall be maintained to all State and County requirements.
8. Hours of operation shall be from 7:00 A.M. to 10:00 P.M., 7 Days a week, including deliveries and servicing of trucks.
9. No parking or staging of trucks or equipment shall take place in the Right of Way along NC HWY 64.
10. The Planning Department staff shall monitor the site. The applicant shall be notified in writing if any violation of this CUP. Appropriate measures to correct any violation identified

by the Dare County Planning Department shall be made upon receipt of notice. Failure to correct any violations may void this CUP and may result in the assessments of civil penalties as provided for in Chapter 10 of the Dare County Code of Ordinance and/or any other legal remedy available to Dare County.

11. All other terms and provisions of the Dare County Zoning Ordinance shall remain in full force and effect except as herein specifically permitted otherwise;

This 7th day of June 2021

SEAL:

COUNTY OF DARE

By: _____
Robert L Woodard Sr.
Dare County Board of Commissioners

ATTEST:

By: _____
Cheryl Anby
Clerk to the Board

THIS PERMIT AND THE CONDITIONS HEREIN ARE ACCEPTED

By: _____
Ted Moseley
Outer Banks Gas and LP

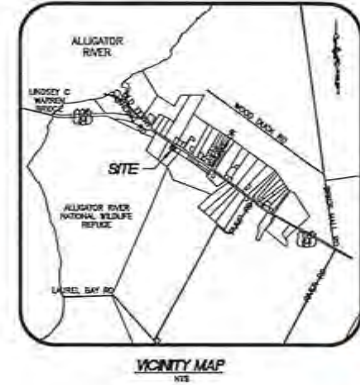
APPROVED AS TO LEGAL FORM

By: _____
Robert L. Outten
County Attorney

NOTES:

- OWNER: THEODORE G. MOSELEY, III
538 PARKWOOD DRIVE
KILL DEVIL HILLS, NC 27948
(252) 202-4673; OSPL1@YAHOO.COM
- OWNER INTENDS TO CONSTRUCT A NEW 880 SF BUILDING WITH OFFICE WITH STORAGE, A 1,920 SF OPEN STRUCTURE FOR COVERED WORK AREA AND STORAGE, AND INSTALL (1) 30,000 GALLON AND (3) 1,000 GALLON LP FUEL TANKS, GRAVEL DRIVE, PARKING AND STORAGE YARD. THIS FACILITY WILL BE USED FOR LP GAS AND APPLIANCE SALES AND SERVICE OFFICE. THE EXISTING SHED IS TO BE REMOVED.
- PROPERTY IS PARCEL 2, PATRICK DIVISION P.C. G, SL. 34, RECORDED IN D.B. 2302, PG. 805, PARCEL ID 017560003 DARE COUNTY PIN NO. 8799 16 92 8574 ADDRESS: D HWY 64, EAST LAKE, NORTH CAROLINA
- PROPERTY IS ZONED ELCS - EAST LAKE COMMERCIAL SERVICES, LIQUEFIED PETROLEUM (LP) GAS SALES AND SERVICE FACILITIES INCLUDING ON-SITE BULK STORAGE OF TANKS IS A CONDITIONAL USE.
- SETBACKS PER CURRENT ZONING:
FRONT - 15'; SIDE - 10'; REAR - 20'
LP TANKS ARE 50' SETBACK FROM ANY PROPERTY LINE
- PROPERTY IS LOCATED IN FIRM ZONE AE (3), FIRM MAP NO. 3720878600, EFFECTIVE DATE JUNE 19, 2020. (SUBJECT TO CHANGE BY FEMA).
- SURVEY INFORMATION TAKEN FROM SURVEY BY STYONS SURVEYING SERVICES, PLAT DATED JANUARY 1, 1997 AND RECORDED IN P.C. G, SL. 34.
- LOT AREA 65,335 SF
- COVERAGE (ALLOWABLE 60%)
EXISTING
EX. BUILDING 880.0 SF
SHED 360.0 SF
1,240.0 SF (1.90%)
PROPOSED
NEW BUILDING 880.0 SF
OPEN STRUCTURE 1,920.0 SF
GRAVEL 8,843.8 SF
CONCRETE 320.0 SF
13,083.8 SF (20.00%)
- PARKING CALCULATIONS:
BUILDING SF = 880 SF OFFICE (MAX)
880 SF X 1 SPACE/200 SF = 4.4 SPACES REQUIRED,
8 PROVIDED.
- STORMWATER WILL SHEET FLOW TO OPEN AREAS ALONG THE EAST, SOUTH AND WEST PORTIONS OF THE SITE.
- ALL LP TANKS AND FACILITIES WILL BE IN FULL COMPLIANCE WITH THE PROVISIONS OF THE NTPA, DEPARTMENT OF AGRICULTURE AND IN ACCORDANCE WITH THE DARE COUNTY FIRE MARSHAL.
- AREA TO BE DISTURBED = 26,360 SF (0.61 ACRE)

**FINAL DRAWING
NOT FOR
CONSTRUCTION**



Albemarle
& ASSOCIATES, L.P.
Engineering - Environmental - Land Planning
110 West 5th Street
Cary, NC 27513
(919) 242-7500
Fax: (919) 242-7505
Date of Issuance: 08/10/23
This drawing is the property of Albemarle & Associates, L.P. All rights reserved. Any unauthorized reproduction or use is prohibited.

NORTH CAROLINA
PROFESSIONAL
REAL ESTATE
COMMISSION
MICHAEL K. MILLER
5/15/23
CORNELIUS A. DELUCA, P.E.

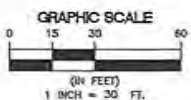
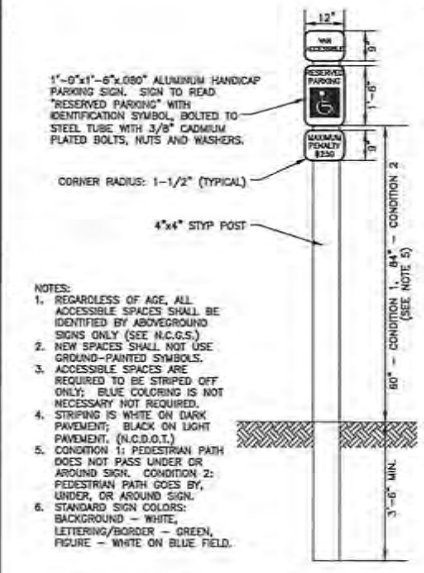
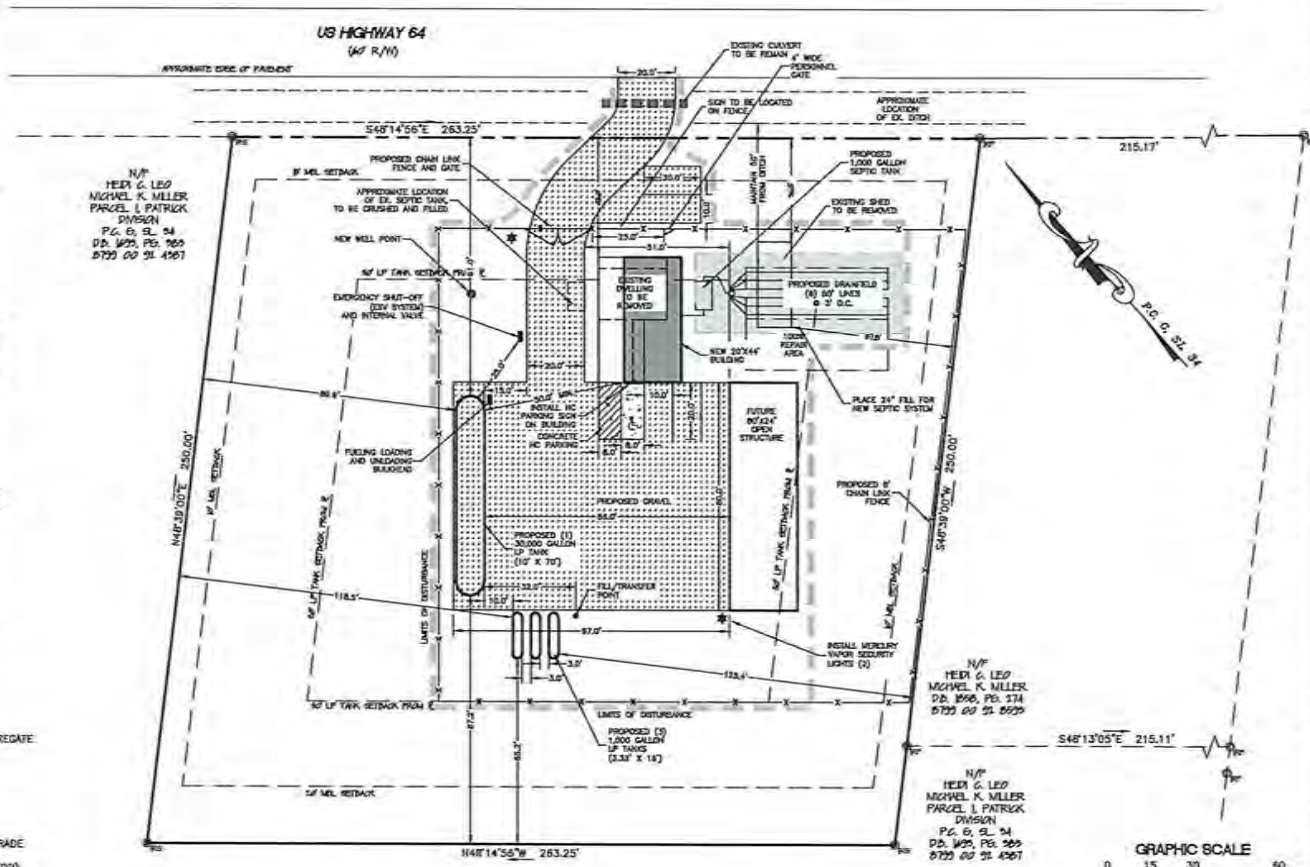
NO.	DATE	DESCRIPTION
1	08/10/23	ISSUED FOR PERMITTING

SITE PLAN
OUTER BANKS LP GAS AND APPLIANCE
PARCEL 2, PATRICK DIVISION, P.C. G, SL. 34
EAST LAKE EAST LAKE TOWNSHIP DARE COUNTY NORTH CAROLINA

DATE	BY	DESCRIPTION
08/10/23	MS	ISSUED FOR PERMITTING

DATE	BY	DESCRIPTION
08/10/23	MS	ISSUED FOR PERMITTING

SCALE:
1" = 30'
SHEET:
C201
PROJ. NO. 07992A



10/23/23 P. 10:55:11 P. 001 - Parcel 2, Outer Banks LP Gas and Appliance - 08/10/23 - 01.dwg

OBX LP Gas Fire Safety Analysis Alternative

1. Property Information:

Business Name:	OBX LP Gas
Address of Business:	414 US 64 Manteo NC 7954
Address of LP-Gas Storage:	19561 US 64 East Lake, NC
GPS Coordinates of LP-Gas Bulk Storage:	Latitude 35.53.28 N Longitude -75.5740 W
Business Telephone Number:	(252) 473-3200
Property Owner:	Theodore G. Moseley, III
Property Owner Address:	538 Parkwood Drive Kill Devil Hills, NC 27948
Property Owner Telephone Number:	(252) 202-4673 (cell) Oblp1@yahoo.com

2. Emergency Contacts List:

Emergency Contact Name:	Ted Moseley
Emergency Telephone Number:	(252) 207-5225 (cell)
Emergency Contact Name:	Willie LaFontaine
Emergency Telephone Number:	(252) 305-1905 (cell)

3. Review of Adjacent Properties and Onsite Exposures:

Hazards from and to Adjacent Properties:

General Population:	Very low population
Activities Adjacent to site:	Highway traffic, some residential. NOTE: During emergency operations, traffic through this area would be significantly impacted. Assistance from multiple agencies and jurisdictions would be involved.
Types of Occupancies Adjacent to site:	Residential: 19421 US 64 East Lake NC 27953 (296.50 ft from bulk plant) Residential: 19434 US 64 East Lake NC 27953 (402.67 ft from bulk plant) Residential: 19473 US 64 East Lake NC 27953 (298.20 ft from bulk plant)
Any type of outdoor places of public assembly:	None
Neighbors that could adversely impact safety or hinder access of site:	None

The separation distances between containers, important buildings, and other properties are all within the requirements set forth in Table 6.3.1 of NFPA 58 (2020 edition).

Onsite Exposures:

State onsite storage capacity (number and size of each container and total capacity): 1 - 30,000 gallon tank

Drawing showing site and placement of containers, buildings, and other pertinent features: see attachment

State distances from container to adjacent properties, buildings, and property lines:

- ~ 90 feet from tank to property/fence line to the west
- ~ 86 feet from tank to Future 80'x24' Open Structure to the east
- ~ 87 feet from tank to property/fence line to the south
- ~ 91 feet from tank to property/fence line to the north

4. Site Emergency Access:

List the names of highways or roads to be used as access routes to the site.

Primary access routes: Hwy 64 from east to site

Secondary access routes: Hwy 64 from west to site

5. Emergency Controls:

- One ESV (Emergency Shutoff Valve) is between the Loading and Unloading Bulkheads; the other remote ESV is adjacent to the tank approximately 25 from the bulkheads (They are identified on the attached site map).



ESV Example (actual pic will be inserted after construction of bulk plant)

- The ESV valves automatically shut down:
 - Vapor Emergency Shutoff “Snappy Joe” valve at the Unloading Bulkhead
 - Liquid and Vapor Internal Valves under the tank
 - Liquid Emergency Shutoff “Snappy Joe” valve at the Loading Bulkhead

6. Normal Controls:

Identify, locate, and describe normal shutdown controls and valves:

- On the bottom of the bulk tank there are two liquid internal valves before manual globe shutoff valves; and one vapor internal valve before a manual globe shutoff valve.



Liquid and Vapor Internal Valve Examples

- The unloading bulkhead, there is a “snappy joe” emergency shutoff valve for vapor and manual globe shutoff valve for liquid.
- At the loading bulkhead there is an additional ESV (Emergency Shutoff Valve) and a “snappy joe” emergency shutoff valve for liquid and manual globe shutoff valve for vapor.



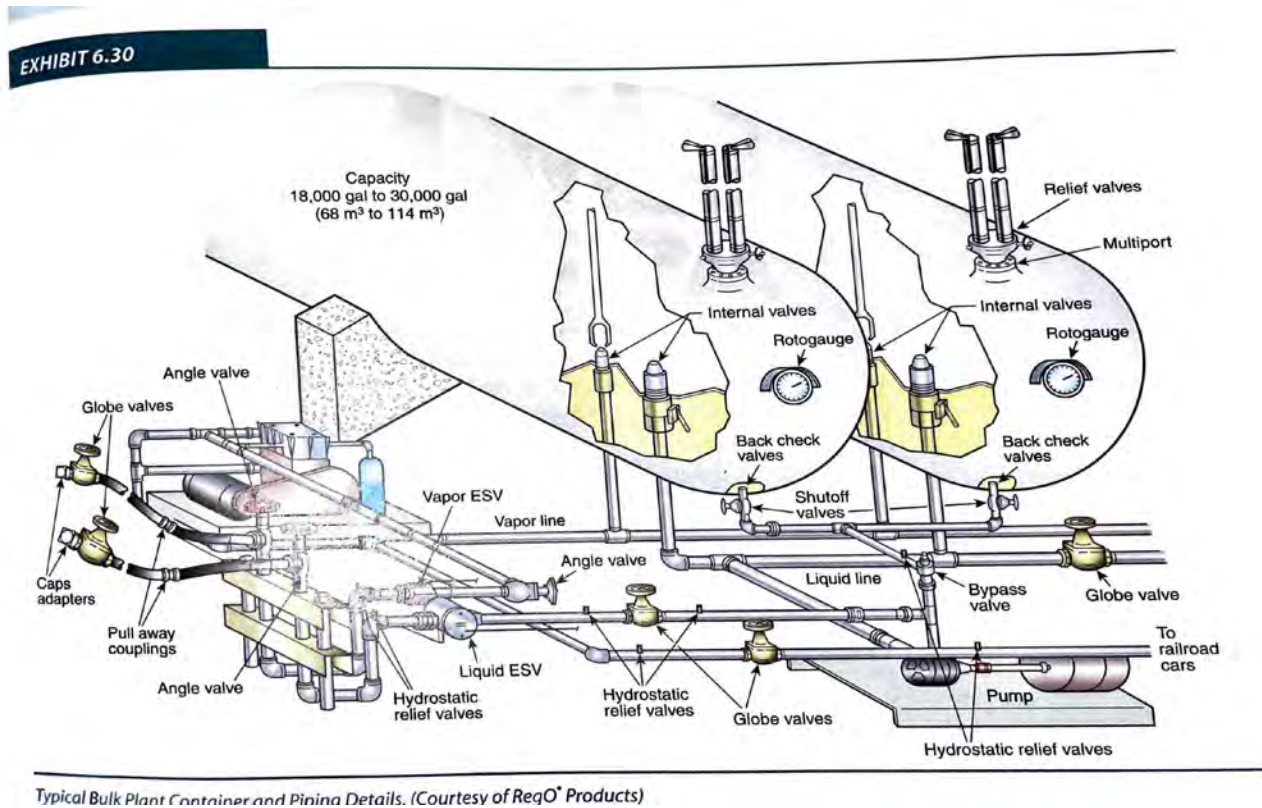
Transport Unloading Bulkhead Example



Bobtail Loading Bulkhead Example

- There are also vapor and liquid excess flow valves at the bulkheads. Excess flow check valves close when the flow rate of vapor or liquid exceeds the valves rated flow capacity.

In the event of an emergency, the valves at the bulkheads and under the tank should be closed and the electrical supply turned off. If personnel cannot get to the bulkhead or tank, the ESV (Emergency Shutoff Valve) should be pushed and the power disconnected.



7. Emergency Responder Training:

During the meeting between key personnel and the Fire Chief, training will be provided to familiarize them with the site, emergency controls, and emergency shutdown procedures. Additional training for other responders will be provided as requested – with an open invitation extended to the Fire Chief.

8. Emergency Contact List Posting:

Emergency contact name and telephone number is posted on the fence that surrounds the bulk tank, at the main gate.

9. Emergency Responders:

Probable emergency responders for this location:

1. Fire Department: Mann's Harbor FD plus any other responders in area
2. Police: Dare County Sheriffs Dept.
3. Medical: Dare County Rescue
4. Hospital: Outer Banks Hospital in Nags Head

10. Water Supply:

Describe the source of water to be used, if needed, to fight a fire, cool the LP-Gas tank(s), or other wise mitigate an incident at the site. Water would be drafted by pump by Fire Department, the water source is to be the large canal located across US Highway 64 from the site.

11. Documentation of Meeting:

Representatives of the site owner/operator, supplying LP-Gas Company, and fire officials must be present at the meeting to exchange information between the owner and the emergency responders. Listed below are each representative's name, position, address, and telephone numbers. Provide a place for each representative's signature.

Name: _____ Position: _____
Address: _____ City, Zip: _____
Telephone: _____ Signature: _____

Name: _____ Position: _____
Address: _____ City, Zip: _____
Telephone: _____ Signature: _____

Name: _____ Position: _____
Address: _____ City, Zip: _____
Telephone: _____ Signature: _____

Name: _____ Position: _____
Address: _____ City, Zip: _____
Telephone: _____ Signature: _____

Location: _____ Date: _____

Time of meeting: _____

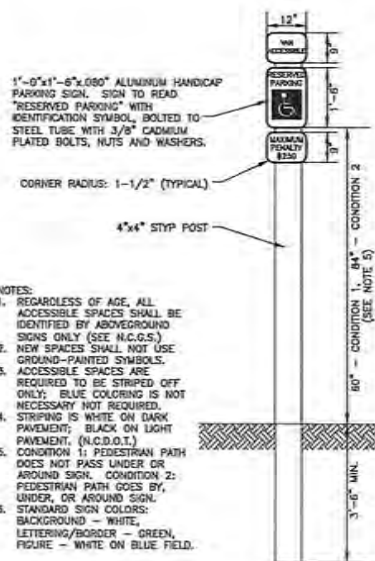
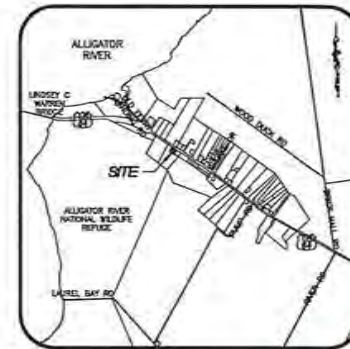
This document must be kept onsite and immediately available for review by the LP-Gas Inspector. It is suggested that the emergency responders be provided a copy of the document.

NOTES:

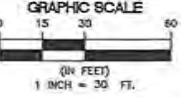
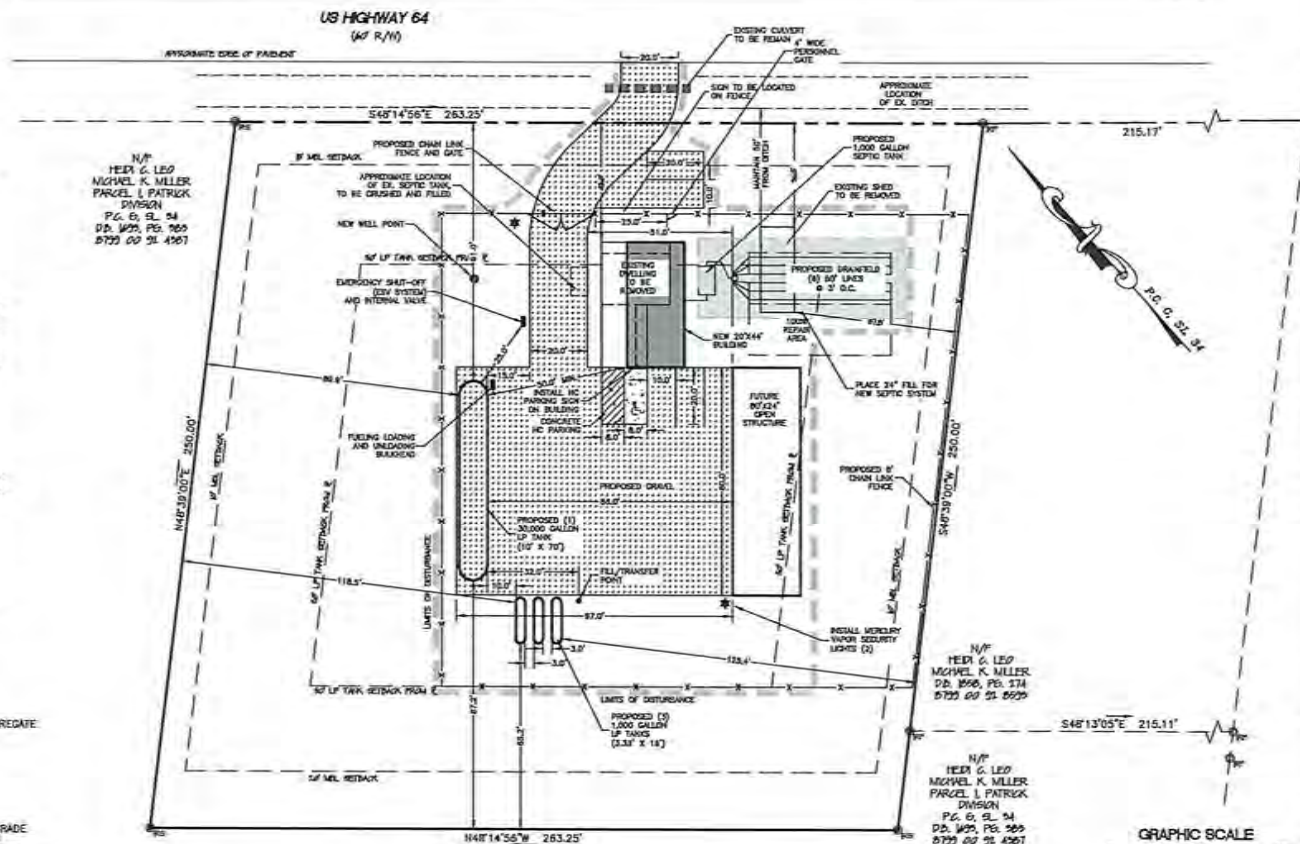
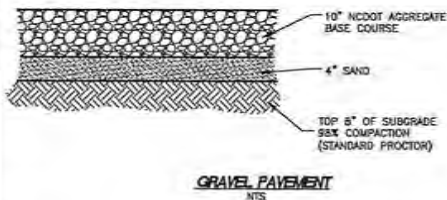
1. OWNER: THEODORE G. MOSELEY, III
538 PARKWOOD DRIVE
KILL DEVIL HILLS, NC 27948
(252) 202-4673; OSLP1@YAHOO.COM
 2. OWNER INTENDS TO CONSTRUCT A NEW 880 SF BUILDING WITH OFFICE WITH STORAGE, A 1,920 SF OPEN STRUCTURE FOR COVERED WORK AREA AND STORAGE, AND INSTALL (1) 30,000 GALLON AND (3) 1,000 GALLON LP FUEL TANKS, GRAVEL DRIVE, PARKING AND STORAGE YARD. THIS FACILITY WILL BE USED FOR LP GAS AND APPLIANCE SALES AND SERVICE OFFICE. THE EXISTING SHED IS TO BE REMOVED.
 3. PROPERTY IS PARCEL 2, PATRICK DIVISION P.C. G, SL. 34, RECORDED IN D.B. 2302, PG. 805, PARCEL ID 017560003 DARE COUNTY PIN NO. 8799 16 92 8574 ADDRESS: D HWY 64, EAST LAKE, NORTH CAROLINA
 4. PROPERTY IS ZONED ELCS - EAST LAKE COMMERCIAL SERVICES. LIQUEFIED PETROLEUM (LP) GAS SALES AND SERVICE FACILITIES INCLUDING ON-SITE BULK STORAGE OF TANKS IS A CONDITIONAL USE.
 5. SETBACKS PER CURRENT ZONING:
FRONT - 15'; SIDE - 10'; REAR - 20'
LP TANKS ARE 50' SETBACK FROM ANY PROPERTY LINE
 6. PROPERTY IS LOCATED IN FIRM ZONE AE (3), FIRM MAP NO. 3720876800L, EFFECTIVE DATE JUNE 19, 2020. (SUBJECT TO CHANGE BY FEMA).
 7. SURVEY INFORMATION TAKEN FROM SURVEY BY STYONS SURVEYING SERVICES, PLAT DATED JANUARY 1, 1997 AND RECORDED IN P.C. G, SL. 34.
8. LOT AREA 65,335 SF
 9. COVERAGE (ALLOWABLE 50%)
EXISTING EX BUILDING SHED 880.0 SF
 3,600.0 SF
 1,240.0 SF (1.90X)

PROPOSED
NEW BUILDING 880.0 SF
OPEN STRUCTURE 1,920.0 SF
GRAVEL 8,843.8 SF
CONCRETE 3,020.0 SF
 13,063.8 SF (20.00X)
 10. PARKING CALCULATIONS:
BUILDING SF = 880 SF OFFICE (MAX)
880 SF X 1 SPACE/200 SF = 4.4 SPACES REQUIRED,
8 PROVIDED.
 11. STORMWATER WILL SHEET FLOW TO OPEN AREAS ALONG THE EAST, SOUTH AND WEST PORTIONS OF THE SITE.
 12. ALL LP TANKS AND FACILITIES WILL BE IN FULL COMPLIANCE WITH THE PROVISIONS OF THE NFPA, DEPARTMENT OF AGRICULTURE AND IN ACCORDANCE WITH THE DARE COUNTY FIRE MARSHAL.
 13. AREA TO BE DISTURBED = 26,360 SF (0.61 ACRE).

FINAL DRAWING NOT FOR CONSTRUCTION



- NOTES:**
1. REGARDLESS OF AGE, ALL ACCESSIBLE SPACES SHALL BE IDENTIFIED BY ABOVEGROUND SIGNS ONLY (SEE N.C.G.S.)
 2. NEW SPACES SHALL NOT USE GROUND-PAINTED SYMBOLS.
 3. ACCESSIBLE SPACES ARE REQUIRED TO BE STRIPED OFF ONLY; BLUE COLORING IS NOT NECESSARY NOT REQUIRED.
 4. STRIPING IS WHITE ON DARK PAVEMENT; BLACK ON LIGHT PAVEMENT. (N.C.D.O.T.)
 5. CONDITION 1: PEDESTRIAN PATH DOES NOT PASS UNDER OR AROUND SIGN, CONDITION 2: PEDESTRIAN PATH GOES BY, UNDER, OR AROUND SIGN.
 6. STANDARD SIGN COLORS: BACKGROUND - WHITE; LETTERING/BORDER - GREEN; FIGURE - WHITE ON BLUE FIELD.



REVISIONS

NO.	DATE	DESCRIPTION

SITE PLAN

OUTER BANKS LP GAS AND APPLIANCE

PARCEL 2, PATRICK DIVISION, P.C. G, SL. 34

EAST LAKE EAST LAKE TOWNSHIP DARE COUNTY NORTH CAROLINA

DATE:	08/10/23
DRAWN BY:	SEE NOTES
CHECKED BY:	SEE NOTES
SCALE:	1" = 30'
SHEET:	C201
PROJECT NO.:	07992A

Albemarle & Associates, Ltd.

Professional Engineer
North Carolina License No. 35152
Professional Seal of Michael K. Miller, PE
5/21/23



This map is prepared from data used for the inventory of the real property for tax purposes. Primary information sources such as recorded deeds, plats, wills, and other primary public records should be consulted for verification of the information contained in this map.



19561 Hwy 64
 East Lake NC, 27953
 Parcel: 017560003
 Pin: 879916926674

Owners: Moseley, Theodore G Iii -
 Primary Owner

Building Value: \$0
 Land Value: \$36,800
 Misc Value: \$0
 Total Value: \$36,800

Tax District: East Lake
 Subdivision: Subdivision - None
 Lot BLK-Sec: Lot: Parcel 2 Blk: Sec:
 Property Use: Residential
 Building Type: Bungalow Or Old Style
 Year Built: 1900





Hatteras Island Reserve Subdivision -- Preliminary Plat Review

Description

Preliminary plat review of Hatteras Island Reserve. The division proposes the use of a common drive, which triggers review by the Board of Commissioners according to the terms of the Subdivision Ordinance. Staff report, plat and associated documents attached.

Board Action Requested

Motion to recommend preliminary plat approval and concurrence of use of common drive as recommended by the Planning Board.

Item Presenter

Donna Creef, Planning Director



SUBDIVISION FACTSHEET
Preliminary Plat Review – June 7, 2021

NAME: Hatteras Island Reserve

LOCATION: Hatteras, NC

SITE SPECIFICS: Total site area: 5.25 acres

Number of proposed lots: 4 new lots with residual areas

Smallest lot area: 19,316 square feet

Site Zoning: C-2H Commercial

STREETS:

A common drive is proposed for access to the four lots. The common drive is 40 feet in width with a paved area of 24 feet in width. The eastern side of the common drive will access lots 1 and 2 and the western side of the common drive will access lots 3 and 4. The common drive is 100 feet in length and then splits into individual driveways for lots 2 and 4. Two existing driveways from NC 12 on the property will be removed as part of the development of these four lots. The common drive (100 feet) will be constructed as part of the preliminary plat improvements. The Subdivision Ordinance requires the common drive to be constructed according to the NCDOT pavement requirements. The Subdivision Ordinance allows the use of common drive if the Planning Board determines, and the Board of Commissioners concurs, that the common drive will not endanger or diminish public safety and welfare. The Planning Board reviewed this proposed division on two occasions and voted at the May 10, 2021 meeting to recommend approval of the preliminary plat with a determination that the common drive would not diminish or endanger public safety and welfare. Any motion by the Board to approve the preliminary plat should include similar language. No Parking signs will be installed along the common drive area as requested by the Planning staff and Fire Marshal.

UTILITIES:

1. Water: Dare County central water system
2. Sewer: Individual on-site septic tank/drainfield systems.
3. Stormwater: no State permit required. A stormwater plan has been submitted with the preliminary plat.

STAFF COMMENTS:

Typically, subdivisions are only reviewed and approved by the Planning Board. However, the Subdivision Ordinance is specific that the use of a common drive, as proposed in the Hatteras Island Reserve, automatically triggers review by the Board of Commissioners. As noted earlier in this staff report, the Planning Board voted on May 10 to recommend approval of the division.

All of the proposed lots meet the minimum lot size of 15,000 square feet. The Fire Marshal has reviewed the plans and provided comments on the proposed division to the project engineer and Planning staff. The Sea Gull Motel is located on the large residual parcel depicted on the plat and the motel will continue to operate. Sheet 3 of the preliminary plat depicts typical improvement layouts for each lot to illustrate the ability of the improvements to comply with zoning requirements. More detailed site specific reviews will occur when construction is proposed on the individual lots.

BOARD ACTION:

The specific action needed is a motion to grant preliminary plat approval and a concurrence that the common drive, as proposed, does not endanger or diminish public safety and welfare.

Draft motion: "I move that the preliminary plat for the proposed Hatteras Island Reserve Subdivision be granted based upon a concurrence with the Planning Board recommendation that the common drive accessing lots 1-4 does not endanger or diminish public safety and welfare.

Submitted by:

Donna Creef
Donna Creef

5-20-2021
Date



NOTES

- CURRENT OWNERS: HATTERAS VENTURES, LLC
PO BOX 10
1011 DEVIL HILLS, NC 27848
PH 1094-0224-3632 F 1094-0224-3721
FD 010604000 F 010604000
- ENGINEER: QUIBLE & ASSOCIATES, P.C.
3448 GARATON RD
PINELEAF, NC 27866
- TOTAL AREA = 200,500 sq ft / 4.59 acres
(AREAS BY COORDINATE METHOD)
- SUBJECT REFERENCES: PD 180, PG 31 & 374; PG 6, SL 193 PG 1, SL 306
- ADDITIONAL REFERENCES: PD 3, PG 50, PG 10, SL 271, PG 2, SL 307, PG 5, SL 9, PG 11, SL 391
- FIELD SURVEY DATES: 10/27-28/2019
- DISTANCES ARE HORIZONTAL GROUND DISTANCES.
- PROPERTY IS LOCATED IN NFV FLOOD ZONES AS SHOWN AND SUBJECT TO CHANGES, BASED ON COMMUNITY CD NO. 370848, PANEL 1094, SECTION 1, MAP # 32002040000 EFFECTIVE DATE: 08/16/2020
- THIS SURVEY SUBJECT TO ANY FACTS INCLUDING BUILDING SETBACK RESTRICTIONS, EASEMENTS, COVENANTS, ETC., THAT MAY BE REVEALED BY A FULL AND ACCURATE TITLE SEARCH
- APPROVAL OF THIS SUBDIVISION DOES NOT GUARANTEE SETBACK APPROVAL ON ANY INDIVIDUAL LOT.
- WHEN BUILDING SETBACKS MAY BE SUBJECT TO CHANGE AND SHOULD BE VERIFIED WITH A ZONING OFFICIAL.
- SUBJECT PARCELS 30938, 32111, 32112, 32113 AND 4 SHALL ACCESS FROM THE PROPOSED ACCESS EASEMENT AND NOT HAVE ANY OTHER DIRECT ACCESS FROM NC 12.
- THE PROPERTIES WILL BE SUBJECT TO RESTRICTIVE COVENANTS WHICH AMONG OTHER ISSUES ADDRESS OBLIGATIONS FOR MAINTENANCE OF COMMON DRAINAGES.
- THE COMMON DRAINAGE SHALL BE CONSTRUCTED ACCORDING TO TYPICAL PAVEMENT REQUIREMENTS AND UNDER SATISFACTORY CONDITIONS SHALL BE CERTIFIED BY THE PROJECT ENGINEER AS CONSTRUCTED AS APPROVED.

OWNER'S CERTIFICATE

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE COUNTY OF DARE, AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, EXPANDED FROM ALL EASEMENTS, RESTRICTIONS, ALLEYS, HILLS, FENCES AND OTHER SITES AND ENCLOSURES TO PUBLIC OR PRIVATE USE AS NOTED HEREON. I HEREBY DEDICATE ALL SANITARY SEWER, STORM SEWER AND WATER LINES TO THE COUNTY OF DARE.

DATE: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

A RETURN FILE NO. OF THE ABOVE REFERENCED COUNTY AND STATE, DO HEREBY CERTIFY THAT _____ PERSONALLY APPEARED BEFORE ME AND CONFIRMED THE SIGNATURE OF THE FOREGOING SIGNATURE.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 2019.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

SEALER'S CERTIFICATE

I, JAMIE H. MARBLE, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTING SURVEYOR WHOSE NAME AND SUPERVISION DATE REFERENCES IN THESE NOTES THAT THE DRAWINGS NOT SHOWN AND NOT SHOWN AS DASHED LINES AND ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION OBTAINED FROM ADDITIONAL REFERENCES IN THESE NOTES THAT THE BASIS OF PRECISION AS CALCULATED IS AS SHOWN, THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 41-30 AS AMENDED.

DATE OF SURVEY: _____

THE SURVEY CREATOR'S SUPERVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PRICES OF LAND.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION AND SEAL, THIS THE _____ DAY OF _____, A.D. _____

JAMIE H. MARBLE, P.L.S. NC-13008

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THE SUBDIVISION PLAN SHOWN HEREIN HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION CHARTER OF DARE COUNTY AND THAT THIS PLAN HAS BEEN APPROVED BY DARE COUNTY FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF DARE COUNTY.

DATE: _____

RECORDING OFFICER'S CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, RECORDING OFFICER OF DARE COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS APPLIED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: _____

GAIN STATEMENT

SOME PORTIONS OF SOME LOTS IN THIS SUBDIVISION ARE LOCATED IN AREAS OF ENVIRONMENTAL SENSITIVE AREAS. PERMITS MAY BE REQUIRED BEFORE DEVELOPMENT MAY TAKE PLACE IN THESE AREAS.

FLOOD HAZARD AREA CERTIFICATE

THIS PROPERTY, OR PORTIONS OF THIS PROPERTY, ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED ON FLOOD INSURANCE RATE MAPS FOR DARE COUNTY. LOCATION IN A SPECIAL FLOOD HAZARD AREA REPRESENTS A ONE PERCENT (1%) OR GREATER CHANCE OF BEING FLOODED IN ANY GIVEN YEAR. FLOOD INSURANCE MAY BE REQUIRED BY LENDING INSTITUTIONS FOR STRUCTURES CONSTRUCTED ON PROPERTY LOCATED IN SPECIAL FLOOD HAZARD AREAS.

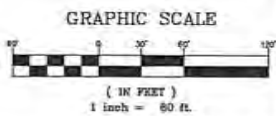
5' REAR ACCESS EASEMENT

10' DRAINAGE & UTILITY EASEMENT
20' M.B.S.L.
10' M.B.S.L.
10' DRAINAGE & UTILITY EASEMENT

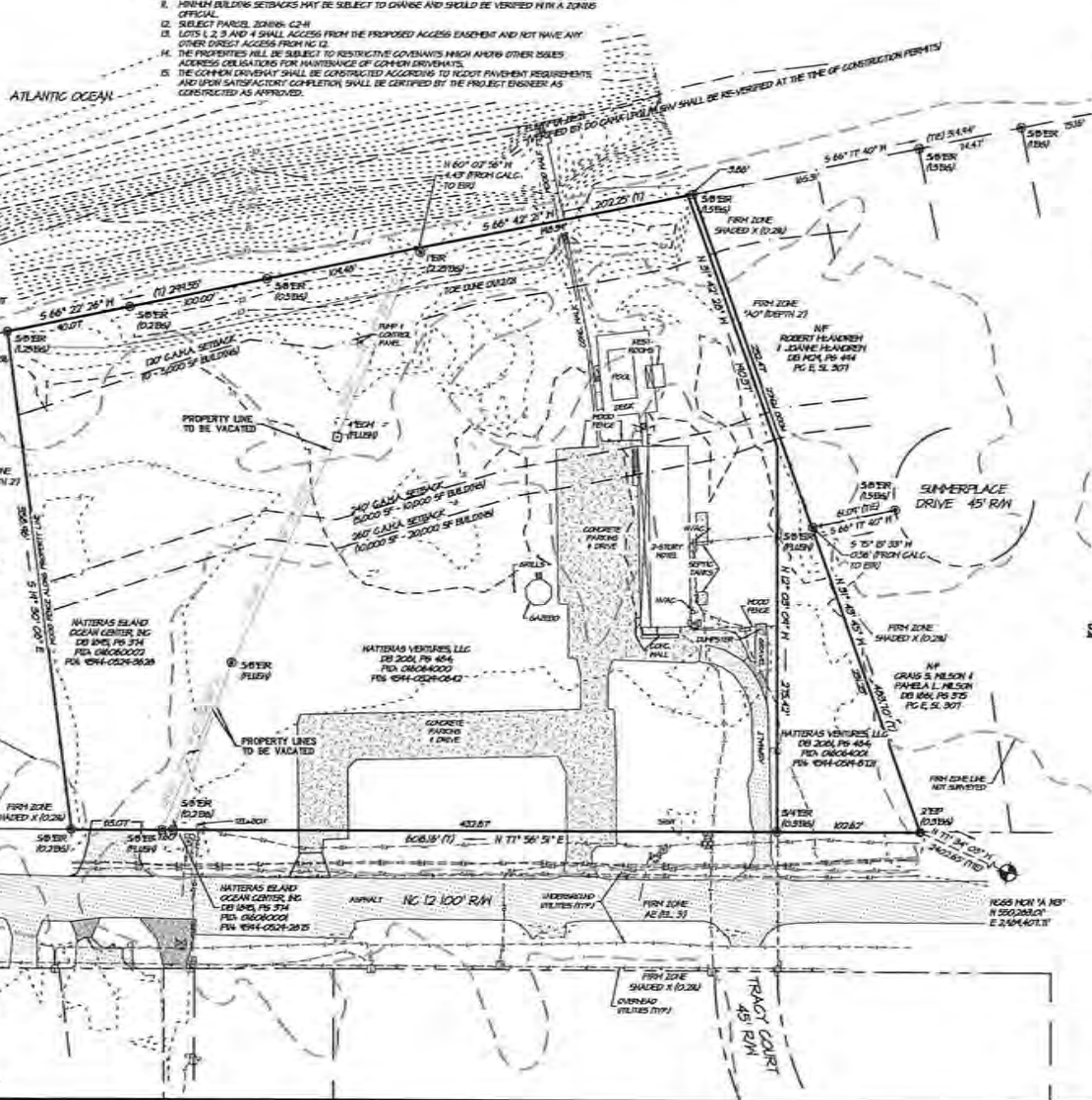
TYPICAL LOT SETBACKS & EASEMENTS

FRONT
10' DRAINAGE & UTILITY EASEMENT
25' M.B.S.L.
10' DRAINAGE & UTILITY EASEMENT

- LEGEND**
- EXISTING 4" x 4" CONCRETE PAVEMENT EACH
 - EXISTING 8" RICH ROAD EXR
 - SET IRON ROAD SDR
 - PC RAIL
 - CALCULATED POINT
 - HAZARD METER TELEPHONE PED
 - CABLE TV PED
 - FIBER OPTIC HAZARD
 - UTILITY POLE
 - WATER VALVE
 - FIRE HYDRANT
 - ABOVE GRADE
 - BELOW GRADE
 - EX ASPHALT
 - EX GRAVEL
 - EX CONCRETE



VICINITY MAP



NC License# 0-0028
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Quible & Associates, P.C.

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1000 UNIVERSITY DRIVE, SUITE 100
WELLS FARGO, NC 27888
PHONE: (336) 41-1417
FAX: (336) 793-0388
WWW.QUIBLEANDASSOCIATES.COM



CERTIFICATION

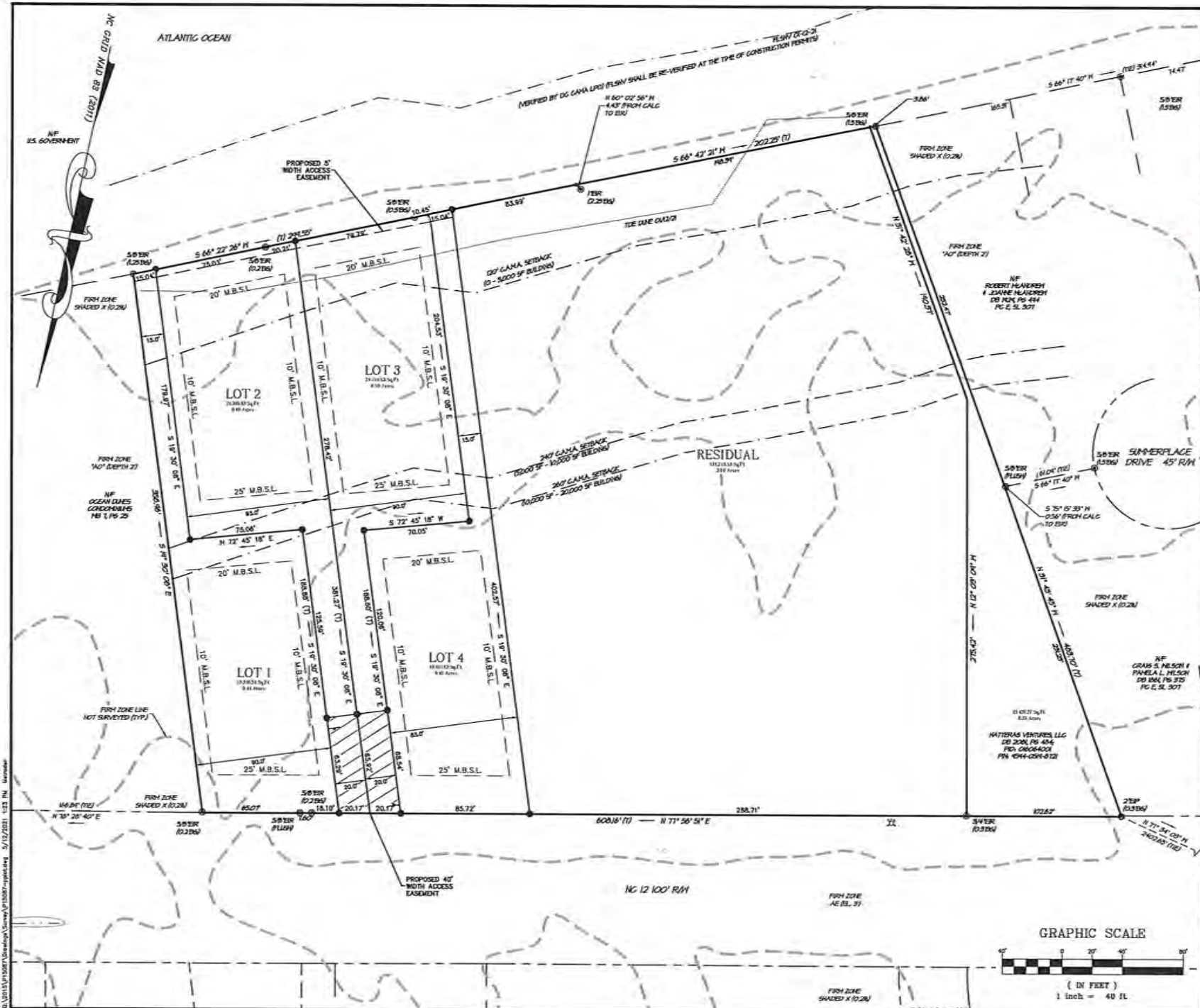
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AND RETRIEVAL SYSTEM, WITHOUT
THE WRITTEN PERMISSION OF
QUIBLE & ASSOCIATES, P.C.

PRELIMINARY PLAT (1 OF 4)

HATTERAS ISLAND RESERVE
56883 NC 12 HWY

NORTH CAROLINA
DARE COUNTY
HATTERAS TOWNSHIP

PROJECT NO: P15087
DRAWN BY: JMH/CMS
CHECKED BY: JMH/MWS
SCALE: 1"=80'
ISSUE DATE: 05/12/21



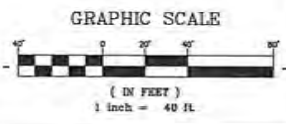
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 1000 W. HICKORY ST. SUITE 200
 BLACK HILL, NC 27801
 Phone: (252) 441-4447
 Fax: (252) 441-4448
 www.quibleandassociates.com



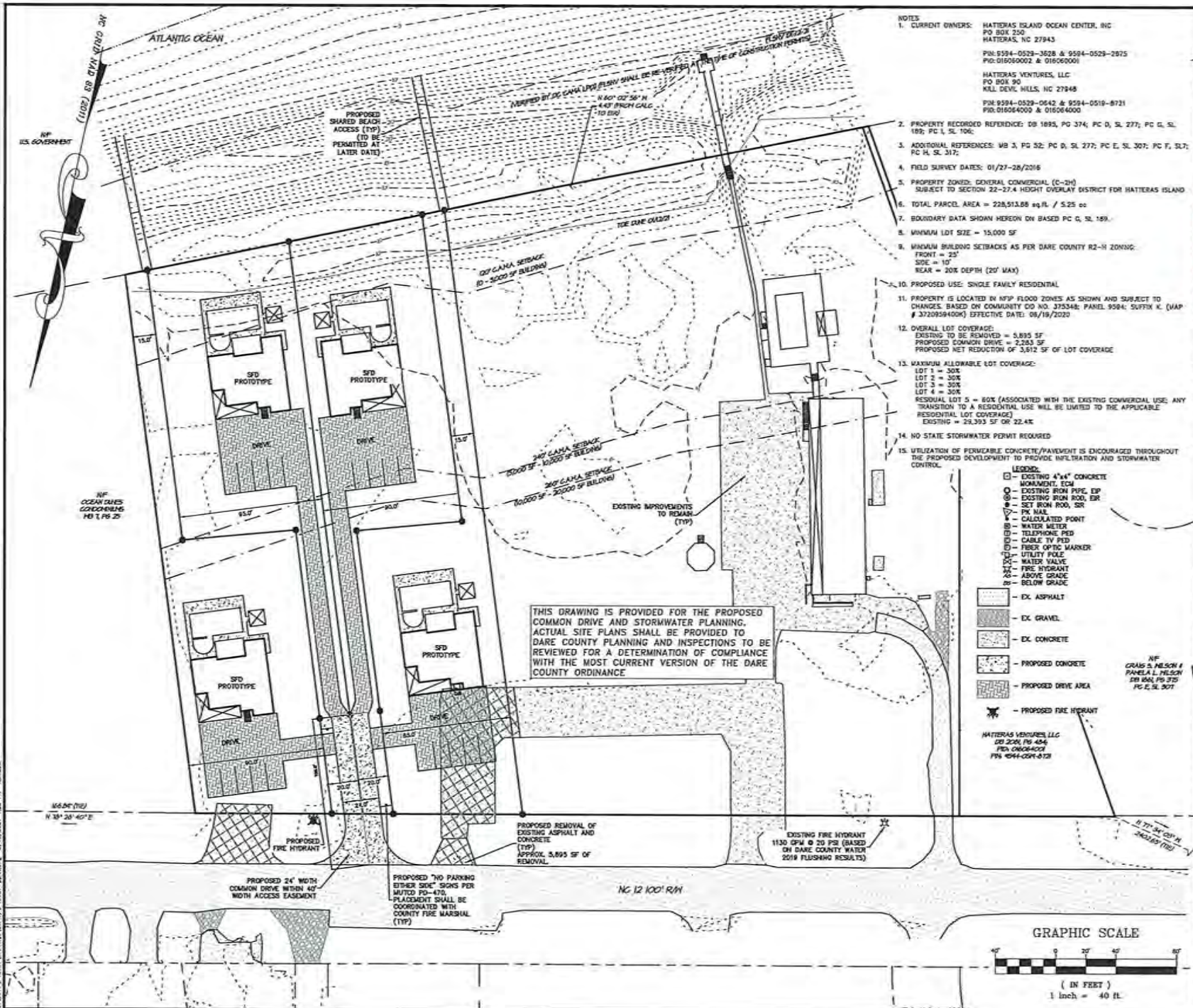
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PRELIMINARY PLAT (2 OF 4)
HATTERAS ISLAND RESERVE
56883 NC 12 HWY
 HATTERAS TOWNSHIP NORTH CAROLINA
 DARE COUNTY

PROJECT NO. P15087
 DRAWN BY JMH/CMS
 CHECKED BY JMH/MWS
 SCALE 1"=40'
 ISSUE DATE 05/12/21



D:\Projects\15087\Drawings\Survey\15087-01.dwg 5/12/2021 1:22 PM User:



- NOTES:
- CURRENT OWNERS: HATTERAS ISLAND OCEAN CENTER, INC
PO BOX 250
HATTERAS, NC 27943
PIN: 9594-0529-3628 & 9594-0529-2875
PIN: 010600002 & 010600001
HATTERAS VENTURES, LLC
PO BOX 90
KILL DEVIL HILLS, NC 27848
PIN: 9594-0529-0642 & 9594-0519-8721
PIN: 010604000 & 010604000
 - PROPERTY RECORDED REFERENCE: DB 1685, PG 274; PC O, S, 277; PC G, S, 189; PC I, S, 106.
 - ADDITIONAL REFERENCES: MB 3, PG 52; PC O, S, 277; PC E, S, 307; PC F, S, 17; PC H, S, 317.
 - FIELD SURVEY DATES: 01/27-28/2016
 - PROPERTY ZONED: GENERAL COMMERCIAL (C-2H)
SUBJECT TO SECTION 22-27.4 HEIGHT OVERLAY DISTRICT FOR HATTERAS ISLAND
 - TOTAL PARCEL AREA = 228,513.68 sq. ft. / 5.25 ac
 - BOUNDARY DATA SHOWN HEREON ON BASED PC G, S, 189.
 - MINIMUM LOT SIZE = 15,000 SF
 - MAXIMUM BUILDING SETBACKS AS PER DARE COUNTY R2-H ZONING:
FRONT = 25'
SIDE = 10'
REAR = 20X DEPTH (20' MAX)
 - PROPOSED USE: SINGLE FAMILY RESIDENTIAL
 - PROPERTY IS LOCATED IN R7P FLOOD ZONES AS SHOWN AND SUBJECT TO CHANGES BASED ON COMMUNITY DO NO. 375348; PANEL 9594; SUFFIX K. (MAP # 3720959400K) EFFECTIVE DATE: 08/19/2020
 - OVERALL LOT COVERAGE:
EXISTING TO BE REMOVED = 5,895 SF
PROPOSED COMMON DRIVE = 2,253 SF
PROPOSED NET REDUCTION OF 3,642 SF OF LOT COVERAGE
 - MAXIMUM ALLOWABLE LOT COVERAGE:
LOT 1 = 30%
LOT 2 = 30%
LOT 3 = 30%
LOT 4 = 30%
RESIDUAL LOT 5 = 60% (ASSOCIATED WITH THE EXISTING COMMERCIAL USE. ANY TRANSITION TO A RESIDENTIAL USE WILL BE LIMITED TO THE APPLICABLE RESIDENTIAL LOT COVERAGE)
EXISTING = 24,393 SF OR 22.4%
 - NO STATE STORMWATER PERMIT REQUIRED
 - UTILIZATION OF PERMEABLE CONCRETE/PAVEMENT IS ENCOURAGED THROUGHOUT THE PROPOSED DEVELOPMENT TO PROVIDE INFILTRATION AND STORMWATER CONTROL.

- LEGEND:
- - EXISTING 4"x4" CONCRETE MONUMENT, ECM
 - - EXISTING IRON PIPE, EIP
 - ⊗ - EXISTING IRON ROD, EIR
 - ⊖ - SET IRON ROD, SIR
 - ▽ - P&L NAIL
 - - CALCULATED POINT
 - ⊕ - WATER METER
 - ⊙ - TELEPHONE PED
 - ⊚ - CABLE TV PED
 - ⊛ - FIBER OPTIC MARKER
 - ⊜ - UTILITY POLE
 - ⊝ - WATER VALVE
 - ⊞ - FIRE HYDRANT
 - ⊟ - ABOVE GRADE
 - ⊠ - BELOW GRADE
- EX - ASPHALT
EX - GRAVEL
EX - CONCRETE
PROPOSED CONCRETE
PROPOSED DRIVE AREA
PROPOSED FIRE HYDRANT
- HATTERAS VENTURES, LLC
201 ZONE PG 404
PIN: 010604001
PIN: 0544-0544-8721
- NF GRASS & NELSON #
PANEL 1, NELSON
EN RAIL PG 375
PC E, S, 307

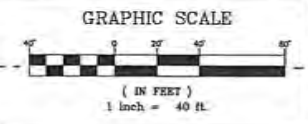
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PARKS RD., NC 27948
Phone: (252) 913-1417
Fax: (252) 913-1417
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CERTIFICATION
I, the undersigned, being a duly licensed Professional Engineer in the State of North Carolina, do hereby certify that this is a true and correct copy of the original as submitted to me.

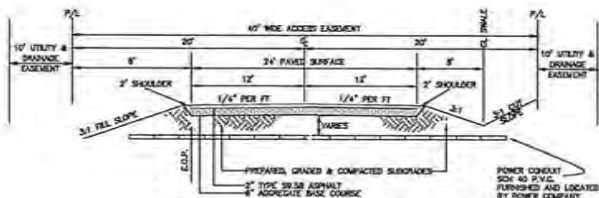
PRELIMINARY PLAT (3 OF 4)
HATTERAS ISLAND RESERVE
56883 NC 12 HWY
NORTH CAROLINA
DARE COUNTY
HATTERAS TOWNSHIP

PROJECT NO. P15087
DRAWN BY JMH/CMS
CHECKED BY JMH/MWS
SCALE 1"=40'
ISSUE DATE 05/12/21



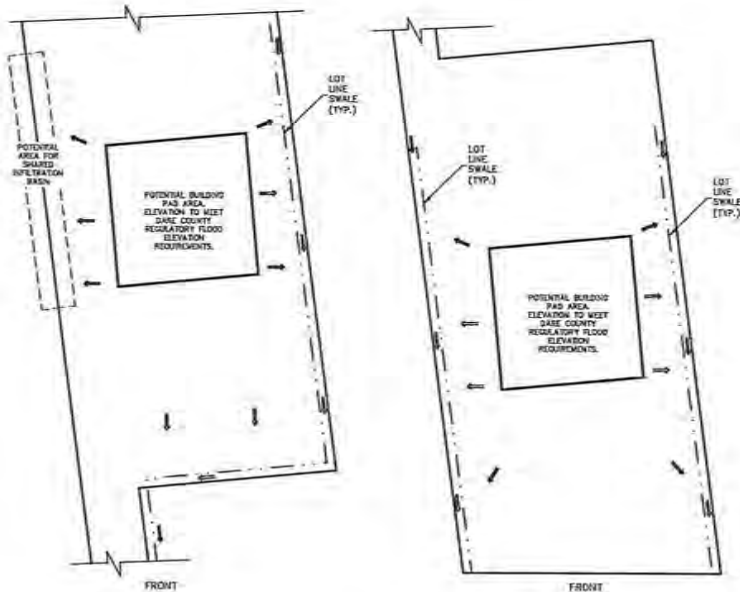
THIS DRAWING IS PROVIDED FOR THE PROPOSED COMMON DRIVE AND STORMWATER PLANNING. ACTUAL SITE PLANS SHALL BE PROVIDED TO DARE COUNTY PLANNING AND INSPECTIONS TO BE REVIEWED FOR A DETERMINATION OF COMPLIANCE WITH THE MOST CURRENT VERSION OF THE DARE COUNTY ORDINANCE.

C:\Users\jmh\OneDrive\Documents\Projects\15087\15087.dwg 3/12/2021 1:22 PM



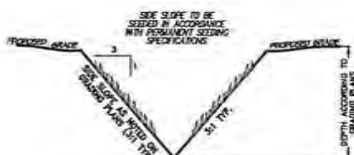
COMMON DRIVEWAY TYPICAL CROSS SECTION
N.T.S.

1. PAVEMENT DESIGN, INCLUDING THICKNESS, TO BE DETERMINED BY GEOTECHNICAL ENGINEERING.
2. PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH MOST STANDARDS.



EXAMPLE FLAG LOT GRADING

EXAMPLE LOT GRADING



TYPICAL V-SWALE DETAIL
N.T.S.

PERMANENT VEGETATION

SEEDING DATES: APRIL 1 - AUGUST 31:
 SEED MIXTURE: REBEL # FESCUE, COMMON BERBERIS "SAHARA" (HULLED)
 APPLICATION RATES/ACRE: 130 LBS., 215 LBS.

SEEDING DATES: SEPT. 1 - MARCH 31:
 SEED MIXTURE: REBEL # FESCUE, COMMON BERBERIS "SAHARA" (UNHULLED)
 APPLICATION RATES/ACRE: 250 LBS., 215 LBS.

SEEDBED PREPARATION: LOOSEN SOILS TO A DEPTH OF 6-8 INCHES USING A RIPPER, HARROW, OR DIESEL PLOW, BREAK UP CLODS, REMOVE UNACCEPTABLE GROWTH (STICKS, ROOTS), STONES (3\"/>

SOIL AMENDMENTS: OBTAIN A SOIL TEST TO DETERMINE APPLICATION RATES AND FOLLOW RECOMMENDATIONS OF SOIL TESTS. WHEN A SOIL TEST IS NOT POSSIBLE, APPLY 3,000 LB/ACRE GROUND AGRICULTURAL LIMESTONE AND 1,000 LB/ACRE 10-10-10 STARTER FERTILIZER.

MULCHING: APPLY 4,000 LB/ACRE GRAIN STRAW OR EQUIVALENT COVER OF ANOTHER SUITABLE MULCH. ANCHOR STRAW BY TACKING WITH ASPHALT, NETTING, ROPING OR BY CRIMPING WITH A MULCH ANCHORING TOOL.

MAINTENANCE: SATISFACTORY STABILIZATION AND EROSION CONTROL REQUIRES A COMPLETE VEGETATIVE COVER. EVEN SMALL BREACHES IN VEGETATIVE COVER CAN EXPAND RAPIDLY AND, IF LEFT UNATTENDED, CAN ALLOW SERIOUS SOIL LOSS FROM AN OTHERWISE STABLE SURFACE. A SINGLE HEAVY RAIN IS OFTEN SUFFICIENT TO GREATLY ENLARGE BARE SPOTS, AND THE LONGER REPAIRS ARE DELAYED, THE MORE COSTLY THEY BECOME. PROMPT ACTION WILL KEEP SEDIMENT LOSS AND REPAIR COST DOWN. NEW SEEDLINGS SHOULD BE INSPECTED FREQUENTLY AND MAINTENANCE PERFORMED AS NEEDED, IF BILLS AND CULMS DEVELOP, THEY MUST BE FILLED IN, RE-SEED, AND MULCHED AS SOON AS POSSIBLE. OVERSOWS MAY BE NEEDED UNTIL NEW PLANTS TAKE HOLD.

MAINTENANCE REQUIREMENTS EXTEND BEYOND THE SEEDING PHASE. (COMPLETE VEGETATIVE COVER IS REQUIRED REGARDLESS OF COUNTY ISSUANCE OF A CERTIFICATE OF OCCUPANCY AND FINAL PAYMENT WILL NOT BE AWARDED UNTIL COMPLETE ESTABLISHMENT OF VEGETATIVE COVER.)

WEAK OR DAMAGED SPOTS MUST BE RELIEVED, FERTILIZED, MULCHED, AND RESEED AS PROMPTLY AS POSSIBLE. REFERTILIZATION MAY BE NEEDED TO MAINTAIN PRODUCTIVE STANDS.

TEMPORARY VEGETATION

SEEDING DATES: AUG. 16 - APRIL 15:
 SEED MIXTURE: RYE GRASS
 APPLICATION RATES/ACRE: 120 LBS.

SEEDING DATES: APRIL 16 - AUG. 15:
 SEED MIXTURE: GERMAN MILLET
 APPLICATION RATES/ACRE: 40 LBS.

SEEDING SPECIFICATIONS

NC License# C-2208
 SINCE 1959
Quible & Associates, P.C.
 ENGINEERING • PLANNING
 ENVIRONMENTAL SCIENCES • SURVEYING
 1000 W. HARRIS BLVD., SUITE 200
 FAYETTEVILLE, NC 27803
 PHONE: (704) 792-0388
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 WWW.QUIBLEANDASSOCIATES.COM



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PRELIMINARY PLAT (4 OF 4)
HATTERAS ISLAND RESERVE
 56883 NC 12 HWY
 HATTERAS TOWNSHIP DARE COUNTY NORTH CAROLINA

PROJECT NO.	P15087
DRAWN BY	JMH/CMS
CHECKED BY	JMH/MWS
SCALE	NTS
ISSUE DATE	05/12/21

(H) *Common driveways.* Common driveways may be permitted from public or private streets, upon a determination by the Planning Board in which the Board of Commissioners concurs that such driveways will not endanger or diminish the public health, safety and welfare. The following standards shall apply to common driveways:

(1) The common driveway is constructed to serve as supplemental access along elongated portions of flag lots or irregular-shaped lots. **FLAG LOTS** shall be defined as a lot design that features an elongated portion or “pole”, the length of which extends to the remaining portion of the lot area. Such driveways shall be a minimum of 12 feet in width, and shall be paved in a manner consistent with the standards of § [153.40\(A\)\(1\)](#). Additional width may be required by Dare County, depending on the design and location of the proposed common drive. An individual common driveway shall not be used to provide access to more than 2 lots.

(2) Common driveways shall not exceed 200 feet in length, and a turnaround area for maneuvering of public service vehicles shall be required at the terminus of the common driveway. For common driveways that are 100 feet or less in length, a turnaround area shall not be required. The design of common driveways and turnaround areas shall be reviewed and approved by the Dare County Fire Marshal, Dare County Public Works, Dare County Emergency Services Director and the Dare County Engineer before any preliminary plat featuring common driveways is reviewed by the Dare County Planning Board.

(3) All common driveway improvements shall be constructed following preliminary plat approval by the Dare County Board of Commissioners. As part of the final plat review, a certificate from a North Carolina-licensed professional engineer shall be submitted, stating that all common driveways have been constructed as depicted on the preliminary plat.

(4) Maintenance of the common driveways shall be the responsibility of the subdivision homeowners’ association and/or the individual lot owners using the common driveway. The final plat shall include language to this effect and such information shall also be noted in homeowners’ documents created for the subdivision.

(5) Common driveways shall not be used to facilitate the platting of additional subdivision lots which would be better served by a street. Common driveways may be used in lieu of a frontage road for lots fronting on a highway as detailed in § [153.32\(E\)\(3\)](#) of this chapter, upon a determination by the Planning Board in which the Board of Commissioners concurs that the use of common driveways better serves the public health, safety and welfare.

(6) Individual flag lots shall provide access along the elongated or pole portion of the lot with a minimum width of 12 feet. This access area shall be improved with gravel, stone, rock, marl, clay, turf-stone, or other surface that will accommodate access by emergency service vehicles.

(F) *Access to adjacent properties.* Where in the opinion of the Planning Board, it is desirable to provide access to an adjoining property, proposed streets shall be extended by dedication to the boundary of such property, and a temporary turnaround shall be provided.

(G) *Large tracts or parcels.* Where land is subdivided into larger parcels than ordinary building lots, the parcels shall be arranged so as to allow for the opening of future roads and logical further subdivision.



*Dare County Tourism Board Request Consent
Expenditure from Restricted Fund Event Site Line Item 4525*

Description

Enter into a contract with Nags Head to purchase their share of ownership interest in the Soundside Event Site, located at 6800 S. Croatan Highway, Nags Head. The initial purchase of a percentage interest equating to \$600,000 in value will be made in Fiscal Year 2020-2021. Each year thereafter, purchases of interests will occur for percentage interests of no less than \$100,000 each year for 10 years.

Board Action Requested

Consent for expenditures totaling \$2,336,107.00 over a period of 10 years.

Item Presenter

Lee Nettles, Executive Director, Outer Banks Visitors Bureau.



*Dare County Tourism Board Request Consent
Expenditure from Restricted Fund Capital Improvements Line Item 4503*

Description

Contract Coastal Engineering & Surveying for design and engineering services related to remodeling the server room and marketing area of the bureau's administrative offices. The total cost is \$18,500.00.

Board Action Requested

Consent for expenditures totaling \$18,500

Item Presenter

Lee Nettles, Executive Director, Outer Banks Visitors Bureau.



Resolution
***APPROVING PERMIT MODIFICATIONS FOR DARE COUNTY
C&D LANDFILL***

Description

Dare County C&D Landfill is currently permitted to receive and dispose of construction and demolition debris from the boundaries of Dare County, North Carolina. Modifications to permit No. 2803-CDLF-1995 must be approved to include the population and area served of Dare, Hyde and Tyrrell counties.

Board Action Requested

Adopt Resolution to approve permit modifications

Item Presenter

Shanna Fullmer, Director, Public Works Director



**RESOLUTION
APPROVING PERMIT MODIFICATIONS FOR DARE COUNTY
C&D LANDFILL**

WHEREAS, the Dare County C&D Landfill is currently permitted under permit No. 2803-CDLF-1995 to receive and dispose of the following waste types generated from the boundaries of Dare County, North Carolina, consistent with the resolution passed on August 2, 2004;

- Construction or Demolition Debris” as defined in N.C.G.S. 130A-290(a)(4) means solid waste resulting solely from construction, remodeling, repair, or demolition operations on pavement, buildings, or other structures, but does not include inert debris, land-clearing debris or yard debris.
- “Inert Debris” as defined in N.C.G.S. 130A-290(a)(14) means solid waste which consists solely of material that is virtually inert and that is likely to retain its physical and chemical structure under expected conditions of disposal (i.e. concrete, brick, concrete block, uncontaminated soil, rock, and gravel).
- “Land-clearing debris” as defined in N.C.G.S. 130A-290(a)(15) means solid waste which is generated solely from land-clearing activities (i.e. stumps and tree trunks).
- “Asphalt” in accordance with N.C.G.S. 130-294(m).

WHEREAS, The population and area served by the Dare County C&D Landfill is requested to be amended to the following: To add Hyde, and Tyrrell counties and all incorporated municipalities located within the aforementioned counties. The currently permitted types of debris accepted at the Dare County C&D Landfill as listed above are to remain unchanged.

NOW THEREFORE, BE IT RESOLVED BY THE DARE COUNTY BOARD OF COMMISSIONERS to approve permit modifications for the Dare County C&D Landfill, under permit No. 2803-CDLF-1995, to include the population and area served as residents, visitors and commercial business/builder haulers of Dare, Hyde and Tyrrell counties and all incorporated municipalities located within the aforementioned counties with the current permitted types of debris

accepted, as listed above, and fees currently charged at the Dare County C&D Landfill to remain unchanged.

Adopted this 7th day of June, 2021.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



Consent Agenda

Description

1. Approval of Minutes - May 17, 2021
2. Resolution Authorizing the Increase to the Federal Micro-Threshold Purchasing Limit
3. NCDOT Right of Way Three Party Encroaching Agreement for Old Wharf Estates Project
4. Sediment Testing Grants
5. DHHS- Social Services Division, Request to Purchase Northwoods Traverse Software for Use in Adult and Family Services

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

5:00 p.m., May 17, 2021

Commissioners present: Chairman Robert Woodard, Sr., Vice-Chairman Wally Overman
Rob Ross (attended via telephonic connection), Steve House, Jim
Tobin, Danny Couch and Ervin Bateman

Commissioners absent: None

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

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

At 5:06 p.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. David Feyrer to share an invocation, and then he led the Pledge of Allegiance to the flag.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

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

- Highlighted the recent accomplishments of First Flight High School golfer Katherine Schuster, who had won her fourth consecutive 1A/2A Women’s Golf Championship in Pinehurst. She would be attending Clemson University in the fall.
- Announced DHHS is ready to begin providing residents with a timeline for vaccinating children ages 12-15.
- Larry Ogden received the NC Governors Medallion Award, which is the highest volunteer honor to be received in the state. Mr. Ogden was described as having a “can do attitude” and “untiring commitment” to his community.

ITEM 2 – PUBLIC COMMENTS

At 5:12 p.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which can be viewed in their entirety in a video on the County website: No comments were made from Buxton. The following comments were made in Manteo.

1. Lillias Morrison, as representative of the Northern Dare Library Committee, presented an update and request for the Board's consideration for a branch library for the northern part of the county. She assured there remained a strong interest and need for a northern library.

The County Manager closed Public Comments at 5:10 p.m.

ITEM 3 – REPORT FROM THE NATIONAL PARK SERVICE

Superintendent Dave Hallac stated he was proud to be part of the County and commended its leadership in all departments. The national parks of eastern North Carolina included Wright Brothers Memorial, Fort Raleigh National Historic Site, Cape Hatteras National Seashore and Cape Lookout National Seashore. The two seashore parks make up over 40% of the North Carolina coast line. He reported there were over 3.07 million visitors last year and 117,000 overnight campers to the four campgrounds. There were 47,794 off road permits issued. The parks are staffed with 80 regular staff, 80 seasonal staff and thousands of volunteers. Along with the services and activities, he reported over 270 tons of trash had been removed from the collective parks. Wright Brothers experienced low attendance records in 2020. Cape Hatteras National Seashore had the highest visits in 2020 and was noted as the twenty-second busiest park last year. A sediment management framework was now complete, which would aid in the ability to issue permits as needed for various county projects. An overview of several projects underway this year included: Ocracoke light station preservation with consideration to possibly moving the station, maintain pristine beaches while monitoring 228 sea turtle nests, Cape Hatteras lighthouse revitalization, multi-use paths to be added at Wright Brothers Memorial and camping modernizations. The Bonner Bridge fishing pier was almost complete and would be free and opened twenty-four hours a day while being managed by the Park Service with NCDOT. He concluded with explaining over the next three years they would continue focusing on Hurricane Dorian recovery, revitalizing the Cape Hatteras lighthouse area while always adapting to a changing coast.

ITEM 4 – REPORT ON JENNETTE'S PIER

Michael P. Remige, Director of Jennette's Pier, provided an update on the pier's activities and recognized the tenth anniversary its rebuild. The pier had been there for eighty-two years and he thanked the County for their support. They had realized 1.75 million visitors since the reopening with 60,000 students attending field trips and 2,500 summer campers. The pier had been the location of over 400 weddings. Mr. Remige estimated the pier had generated \$53 million dollars of economic output, \$20 million in rental event spending and an estimated \$3 million in state and local tax revenue. He explained there were many new programs and upgrades to the pier underway. The Waves to Water Prize program would encourage new concepts to use the movement of water to desalinate seawater. In a new partnership with the Coastal Studies Institute, Jennette's Pier was chosen to be part of Atlantic Marine Energy Center, one of four national marine energy test centers. With full accreditation of the pier, significant goals were finally being achieved that were set in motion twenty years ago.

ITEM 5 – CHAPTER 160D AMENDMENTS TO DARE COUNTY CODE OF ORDINANCES

(Att. #1) Mr. Outten explained legislature had completed a rewrite of Chapter 160D and the County had been in the process of rewriting local ordinances to comply. Any ordinance amendments would have to be in place by July or the state's statutes would become Dare's

ordinances. Donna Creef had worked diligently to complete the seventy-eight page draft changes. In order to move forward, a public hearing was required. After completion of the public hearing, Donna Creef, would take the Board through the changes and answer any questions or concerns.

MOTION

Commissioner Tobin motioned to schedule a Public Hearing on the draft Chapter 160D amendments to the Dare County Code of Ordinances for June 21, 2021 at 5:00 pm.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 6– 2021-22 HATTERAS INLET MAINTENANCE & PERMIT MODIFICATION (Att.# 2)

County Manager Outten explained the technical work on the project had been completed. A grant would pay for part of the maintenance project and required the Board's approval for submission to DEQ in order to continue maintenance on the connector channel in 2021/22, as well as modify the existing dredging permit to allow the Ms. Katie to dredge South Ferry.

MOTION

Commissioner House motioned to approve submission to DEQ, approve resolution for the grant submission and approve County Manager to execute contract with CPE and grant when approved by DEQ after July 1, 2021.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 7 – REQUEST TO MODIFY HATTERAS/ROLLINSON CHANNEL FEDERAL AUTHORIZATION TO INCLUDE THE HATTERAS BAR (Att. #3)

Mr. Outten also presented this item to the Board requesting that Dare County, as a local sponsor, request a change to federal authorizations for the Hatteras/Rollinson Channel to include the Hatteras Bar.

MOTION

Vice-Chairman Overman motioned to approve staff to submit a request under Section 7001 of the 2014 Water Resources Reform and Development Act adding the Hatteras Bar to the Hatteras/Rollinson Federal Authorization.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

Commissioner Tobin added this had been a problem for a long time and suggested securing support from the Coast Guard since the area was an outlet and inlet for rescue vessels.

ITEM 8 – OLD SWIMMING HOLE

The County Manager presented a five-year contract for lifeguard services at the "ole swimming hole" in Manteo. He advised there would be a change reducing it to a one year contract while maintaining an attendance count this year. There was a possibility of closing the swimming hole due to reduced use and perhaps locate another site for swimming.

MOTION

Commissioner House motioned to approve the contract with the County Manager changes and authorize him to sign the final contract.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 9 – BUDGET AMENDMENT FOR MANAGER’S ONE-TIME USE LIST (Att. #4)

Mr. Outten explained the budget amendment before the Board reflected the use of \$5,110,499 from the General Fund unassigned fund balance for non-recurring items approved by the Board at the May 3, 2021 budget workshop. The amount was \$5,000 more than at the budget workshop, as the new GIS equipment had been omitted by mistake.

MOTION

Commissioner House motioned to approve the Budget Amendment for Manager’s One-time Use per the list provided.

Commissioners Tobin and Ross seconded the motion.

VOTE: AYES unanimous

ITEM 10 – PRESENTATION OF MANAGER’S FY2022 RECOMMENDED BUDGET

Mr. Outten presented the FY2022 Manager’s recommended budget that included a General Fund of \$177,886,587 with the General Fund at \$112,706,798 of that amount. The budget was balanced and in compliance with the NC Local Government Budget and Fiscal Control Act and was aligned with the direction given by the Board. The Board had provided several focus areas which included: long term financial planning, economic development, which included beach nourishment and affordable housing efforts, education, human resources, maintaining levels of services and a minimum unassigned fund balance in the General Fund of 21% of fund #10 revenues. The recommended budget did not include an increase in property taxes and Dare County remained with the state’s fifth lowest rate. The negative effects of COVID on the 2021 adopted budget had been short lived in Dare County with higher than normal tourism levels beginning in June 2020 and continuing to date. The revenue and expense factors of 2019 were being used for preparation of the recommended budget. Departmental and outside agency budget requests had exceeded projected revenues which had created a General Fund budget deficit of \$3,604,091 and he outlined the driving factors. Revenue growth reduced the deficit and they were able to bridge the gap. The health plan also had no projected increase. Any changes would be brought to the Board at the next meeting. He explained the 2022 General Fund expenditure increases included more employee training, network security, cybersecurity, a merit pool of \$549,068 and a 2% COLA. The Capital Investment Fund is restored in the 2022 budget to \$10,425,000 and the model includes plans for roof, heating and air conditioning replacements along with equipment replacement and major maintenance to the MedFlight helicopter. Mr. Outten concluded with thanks to the Board for guidance and direction. He also thanked the finance department and department heads. Commissioner Tobin inquired as to funding for dredging efforts and Mr. Clawson explained it was being maintained at the same as in past budgets. Commissioner Ross said the budget presentation reaffirmed Dare was following and spending on the priorities of public safety, education, clean water, waterways, beach nourishment and health and human services.

MOTION

Commissioner House motioned to schedule a Public Hearing on the recommended FY2022 budget for June 7, 2021 and instructed the Clerk to publish the notice.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 11 – CONSENT AGENDA

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

MOTION

Commissioner Bateman motioned to approve the Consent Agenda:

- 1) Approval of Minutes (05.03.21) Approval of Minutes Budget Retreat (05.03.21)
(Att. #5 and #6)
- 2) Tax Collector's Report

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 12 – BOARD APPOINTMENTS

1) Hatteras Community Center

Vice-Chairman Overman motioned to reappoint George Banks, Dennis Robinson, and Jeff Oden for another term.

Commissioner House seconded the motion.

VOTE: AYES unanimous

2) Senior Tar Heel Legislative Delegates

Commissioner House motioned to reappoint Kaye White, as delegate, and Susanne Kelly, as alternate, for another two-year term.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

3) College of the Albemarle Board of Trustees

Vice-Chairman Overman motioned to reappoint David Reide Corbett for another two-year term.

Commissioners Bateman and House seconded the motion.

VOTE: AYES unanimous

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 Bateman

- Reflected on how the year had turned around from the onset of COVID19 to a bright future for the County.
- He had attended the Manteo Commons grand opening and commented it was a good combination of county, local municipality and Visitors Bureau efforts coming together with a good project.

Commissioner Couch

- We commented that even with the increases in revenues during COVID, the county staff had risen to the challenge to meet the demands in Health and Human Services and the Sheriff's Department. He was proud of the efforts going forward with the continued ability to provide the same level of community service.
- Hatteras is "kicking" and was set to have a good summer season.

Commissioner Tobin

- The Hatteras Village Offshore Open had been successful. The boat and crew of *Top Dog* won the tournament. He congratulated Rom Whitaker, who after fishing the tournament for twenty-seven years had landed a 574.5-pound blue marlin on the *Release*.
- He provided an update on the dredge construction. A recent drivetrain analysis for the outdrives for the dredge revealed there were a few problems to resolve. Lateral vibration analysis exceeded the specs with a full-powered 1,800 rpm. By dropping it to 1,700 rpm the lateral vibrations ceased. It was agreed to adjust the pitch of the props. He would provide updates as available.

Commissioner House

- Congratulated Mr. Outten, Mr. Clawson and the entire finance department on a well presented 2022 budget.
- Reported on notable events in history: First running of the Kentucky Derby in 1875, first televised baseball game in 1939 with Princeton beating Columbia, and in 1973 the televised Watergate trial began with NC Senator Sam Ervin, as the chairperson.
- Highlighted the SPCA dog of the week was Billy, an Australian shepherd mix breed.

Commissioner Ross

- He thanked Dave Clawson and his team for the work on the 2022 budget.
- Praised the well done presentations for Jennette's Pier and the National Park Service.
- He recognized the continued achievements of high school golfer Katherine Schuster, who was "off the charts talented".
- He reviewed the numbers of COVID-19 cases during the pandemic. He stated the trend of decline of cases was extremely reassuring and positive for our county.

Vice-Chairman Overman

- He had spoken with Steve Brewer, Director of Government Affairs at Lumen Technologies, who advised changes to the G.R.E.A.T. grant program were made and Lumen would review and see how this could benefit the county. Eric Collins with Charter Spectrum had not yet received a response from their engineering group regarding the extension of services into the mainland.
- He had attended the Manteo Commons grand opening. There were two more phases of improvements to follow with the addition of landscaping and perhaps a statue of Chief Manteo.
- He thanked the County Manager and Finance Director for a great budget presentation.

Chairman Woodard also thanked the finance staff for all of their hard work on the budget.

MANAGER'S/ATTORNEY'S BUSINESS

County Manager Outten reported the Governor's order on Friday marked the beginning of the County's staff returning to normal with the exception of the health and transportation departments. He would have a staff meeting tomorrow to review transition plans as the County continued to follow CDC guidelines.

The Association of County Commissioners had brought attention to an amendment to HB729 with regard to charter schools. The current statute requires the county "per pupil" funding to be deducted from Dare school budget and sent to any Dare charter school attended by each pupil. As the public schools have fixed costs, which do not change, this is problematic for them. The proposed amendment would require a proportionate share of county capital funds paid to public schools be paid to any charter school. The Board discussed further with the County Attorney what full passage of the bill amendment would mean for the County.

MOTION

Commissioner Bateman motioned to oppose HB729 as presented.

Commissioner Couch seconded the motion.

VOTE: Ayes unanimous

Ms. Hester reminded the Board this week was Dare EMS week and was an opportunity for citizens to recognize their hard work. There was a coloring and poster contest as part of the week events with the 2021 theme of "This is EMS Caring for Our Communities".

Mr. Clawson shared the County would be receiving the first half of the American Rescue Plan funds. The plan was large and he would update the Board as details became available.

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

MOTION

Commissioner Tobin motioned to adjourn the meeting.

Commissioner House seconded the motion.

VOTE: AYES unanimous

At 7:24 p.m., the Board of Commissioners adjourned until 9:00 a.m., June 7, 2021.



Respectfully submitted,

By: Cheryl C. Anby
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.



Resolution Authorizing the Increase to the Federal Micro-Threshold Purchasing Limit

Description

The current federal micro purchase threshold limit for non-federal entities is \$10,000 or less. However, the states current micro purchase threshold limit is \$30,000. This results in two separate procurement laws that need to be followed depending on the source of funds.

Pursuant to C.F.R 200.320(a)(1)(iv), non-federal entities may self-certify on an annual basis a micro-purchase threshold limit up to \$50,000

Board Action Requested

Approve Resolution to increase the Federal micro purchase threshold limit from \$10,000 to \$30,000 for matching the States micro purchase threshold limit.

Item Presenter

Dustin Peele - Project and Procurement Manager



**RESOLUTION
AUTHORIZING INCREASE IN MICRO-PURCHASE THRESHOLD**

WHEREAS, from time to time, Dare County (the “County”) purchases goods and services using federal funding subject to the procurement standards in 2 C.F.R. Part 200, Subpart D; and

WHEREAS, the County is a non-Federal entity under the definition set forth in 2 C.F.R. § 200.1; and

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(ii), a non-Federal entity may award micro-purchases without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents that the non-Federal entity files accordingly; and

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iii), a non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures; and

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), a non-Federal entity may self-certify on an annual basis a micro-purchase threshold not to exceed \$50,000 and maintain documentation to be made available to a Federal awarding agency and auditors in accordance with 2 C.F.R. § 200.334; and

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), such self-certification must include (1) a justification for the threshold, (2) a clear identification of the threshold, and (3) supporting documentation, which, for public institutions, may be a “higher threshold consistent with State law”; and

WHEREAS, G.S. 143-129(a) and G.S. 143-131(a) require the County Board of Commissioners to conduct a competitive bidding process for the purchase of (1) “apparatus, supplies, materials, or equipment” where the cost of such purchase is equal to or greater than \$30,000, and (2) “construction or repair work” where the cost of such purchase is greater than or equal to \$30,000; and

WHEREAS, North Carolina law does not require a unit of local government to competitively bid for purchase of services other than services subject to the qualifications-based selection process set forth in Article 3D of Chapter 143 of the North Carolina General Statutes (the “Mini-Brooks Act”); and

WHEREAS, G.S. 143-64.32 permits units of local government to exercise, in writing, an exemption to the qualifications-based selection process for services subject to the Mini-Brooks Act for particular projects where the aggregate cost of such services do not exceed \$50,000; and

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), the County Board of Commissioners now desires to adopt higher micro-purchase thresholds than those identified in 48 C.F.R. § 2.101.

NOW THEREFORE, BE IT RESOLVED BY THE DARE COUNTY BOARD OF COMMISSIONERS

1. In accordance with 2 C.F.R. § 200.320(a)(1)(iv) and the applicable provisions of North Carolina law, the Dare County Board of Commissioners (the “Board”) hereby self-certifies the following micro-purchase thresholds, each of which is a “higher threshold consistent with State law” under 2 C.F.R. § 200.320(a)(1)(iv)(C) for the reasons set forth in the recitals to this resolution:

- A. \$30,000, for the purchase of “apparatus, supplies, materials, or equipment”; and
- B. \$30,000, for the purchase of “construction or repair work”; and
- C. \$50,000, for the purchase of services not subject to competitive bidding under North Carolina law; and
- D. \$50,000, for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the County has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to G.S. 143-64.32. If the exemption is not authorized, the micro-purchase threshold shall be \$10,000.

2. The self-certification made herein shall be effective as of July 1, 2021 and shall be applicable until June 30, 2022, but shall not be applicable to Federal financial assistance awards issued prior to November 12, 2020, including financial assistance awards issued prior to that date under the Coronavirus Aid, Relief, and Economic Support (CARES) Act of 2020 (Pub. L. 116-136).

3. In the event that the County receives funding from a federal grantor agency that adopts a threshold more restrictive than those contained herein, the County shall comply with the more restrictive threshold when expending such funds.

Adopted this 7th day of June, 2021.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



NCDOT Right of Way Three Party Encroachment Agreement for Old Wharf Estates Project

Description

The Dare County Water Department is requesting that the Three Party Right of Way Encroachment Agreement be approved for a water line extension for Old Wharf Estates.

Board Action Requested

Approval of NCDOT Three Party Right of Way Encroachment Agreement.

Item Presenter

Pat Irwin

ROUTE SR 1168 PROJECT OLD WHARF ESTATES, PH. 2 COUNTY OF DARE STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION

THREE PARTY RIGHT OF WAY
ENCROACHMENT AGREEMENT ON
PRIMARY AND SECONDARY SYSTEM

-AND-

OLD WHARF ESTATES, LLC
P.O. BOX 340, MANTEO, NC 27954

-AND-

DARE COUNTY WATER DEPT.
600 MUSTIAN ST. KILLDEVIL HILLS, NC 27948

THIS AGREEMENT, made and entered into this the 12 day of MAY, 20 21, by and between the Department of Transportation, party of the first part; and OLD WHARF ESTATES, LLC party of the second part; and DARE COUNTY WATER DEPARTMENT party of the third part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) OLD WHARF RD. (S.R. 1168), located APPROXIMATELY 395 FT. N OF THE INTERSECTION OF OLD WHARF RD. (SR 1168) & OLD SCHOOL HOUSE RD. (S.R. 1145) IN WANCHESE, DARE COUNTY, NC

with the construction and/or erection of: A WET TAP OF THE EX. 12" DIA. WATER MAIN LOCATED ON THE WEST SIDE OF THE ROAD, THE CONSTRUCTION OF APPROX. 15 FT. OF NEW 8" C-900 PVC W.M. PERPENDICULAR TO ROAD AND INSTALLATION OF NEW 20 FT. WIDE ASPHALT ROAD (ORMAN'S WAY) TO SERVE A NINETEEN (19) LOT SUBDIVISION.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest UTILITIES ACCOMMODATIONS MANUAL, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utilities Manager of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

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

- a. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

R/W (166) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (166) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____
DIVISION ENGINEER

WITNESS:

KSENIA KROPTOVA

Jonathan D. Johnson
Managing Member of Old Wharf Estates, LLC

[Signature]

[Signature]
Second Party

WITNESS:

Third Party



Sediment Testing Grants

Description

The North Carolina Department of Environmental Quality (DEQ) has provided two (2) separate grants to the County to complete sediment testing of the beaches at Hatteras and Avon/Buxton. The grant for Hatteras testing totals \$11,815, and the grant for Avon/Buxton totals \$15,000. The grants will pay for all of the costs of a professional contractor to complete the testing under two separate contracts. The County will be paying the invoices for the work, and then the Department of Environmental Quality will provide a 100% reimbursement to the County for the work.

Board Action Requested

The Board is asked to approve the execution of the two (2) Financial Assistance Agreements from DEQ, and to approve the Budget Amendment required to accept the grant funding.

Item Presenter

Robert Outten, County Manager

DARE COUNTY

BUDGET AMENDMENT

F/Y 2020/2021

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		

Revenues:

Expenditures:

Explanation:

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

STATE OF NORTH CAROLINA
COUNTY OF DARESUBGRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: ** - ***0293**North Carolina Department of Environmental Quality
Financial Assistance Agreement**

This financial assistance agreement is hereby made and entered into this **9th day of April 2021**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **COUNTY OF DARE** (the "Subgrantee"). The assistance provided to the Subgrantee hereunder is a second-tier subaward of funding made available to the Department under the following Federal grant:

Federal Agency: U. S. Department of Commerce
CFDA No.: 11.419
FAIN No.: NA20NOS4190044

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Subgrantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. Federal Grant Award, including all terms and conditions associated therewith ("Federal Grant Award") (Attachment A)
 - b. State's General Terms and Conditions (Attachment B)
 - c. Department's Request for Proposal ("RFP") (Attachment C)
 - d. Subgrantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment D)
 - e. Notice of Certain Reporting and Audit Requirements (Attachment E)
 - f. Subgrantee's Certification Regarding Lobbying (Attachment F)
 - g. Subgrantee's Certification Regarding Debarment and Suspension (Attachment G)
 - h. Subgrantee's Certification Regarding Drug-Free Workplace Requirements (Attachment H)
 - i. Subgrantee's Conflict of Interest Policy (Attachment I)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from **April 9, 2021 to December 31, 2021**, inclusive of those dates.

¹ The contract documents attached hereto may at times use alternative terms to describe the Subgrantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

5. **Subgrantee's Duties.** As a condition of the grant award, the Subgrantee agrees to:
- a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment D), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the underlying purposes of the Federal Grant Award.
 - c. Comply with all terms, conditions, restrictions and requirements applicable to subgrantees under the Federal Grant Award.
 - d. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
 - e. Comply with the applicable provisions of Attachment E, Notice of Certain Reporting and Audit Requirements.
 - f. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, (ii) for the period of time required by the Federal Grant Award, or (iii) until all audit exceptions have been resolved, whichever is longest.
 - g. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
 - h. Obtain written approval from the Department's Contract Administrator (see § 13 below) prior to making any subaward or subgrant not already described in the Award Proposal.
 - i. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, are made applicable to, and binding upon, any lower-tier subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Subgrantee hereunder.
 - j. Take reasonable measures to ensure that any lower-tier subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, and (ii) provides such information in its possession as may be necessary for the Subgrantee to comply with such terms, conditions, restrictions and requirements.
6. **Department's Duties.** The Department shall pay the Subgrantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
7. **Total Award Amount.** The total amount of award funds paid by the Department to the Subgrantee under this Agreement shall not exceed **ELEVEN THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS (\$11,815.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Federal	U. S. Department of Commerce, National Oceanic and Atmospheric Administration	11.419

GRANT CONTRACT NO. CW20492
Large Sediment Sampling 2021 - 2022

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$11,815.00	1601	532199029	162562522021

Subgrantee Matching Information:

- a. There are no matching requirements from the Subgrantee.
- b. There are no matching requirements from the Subgrantee; however, the Subgrantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- c. The Subgrantee's matching requirement is \$, which shall consist of:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Subgrantee is committing to an additional \$0 to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$11,815.00**. The Subgrantee represents that any contributions of its own shall be sourced from non-Federal funds.

- 8. Invoice and Payment.** The award funds shall be disbursed to the Subgrantee in accordance with the following provisions:
- The Subgrantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
 - The Department shall reimburse the Subgrantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment D.
- 9. Subgrantee's Fiscal Year.** The Subgrantee represents that its fiscal year is from July 1 to June 30.
- 10. Availability of Funds.** The Subgrantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

GRANT CONTRACT NO. CW20492
Large Sediment Sampling 2021 - 2022

11. **Reversion of Unexpended Funds.** The Subgrantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
12. **Supplantation of Expenditure of Public Funds.** The Subgrantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Subgrantee would otherwise expend to carry out the project or services described in the Award Proposal.
13. **Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Subgrantee Contract Administrator	Department's Contract Administrator
Robert Outten, County Manager County of Dare 954 Marshall Collins Drive Manteo NC 27954 Telephone: (252) 475-5811 Fax: (252) 473-1817 Email: Outten@darenc.com	Mike Lopazanski, Deputy Director North Carolina Department of Environmental Quality, Division of Coastal Management 400 Commerce Avenue Morehead City NC 28557 Telephone: (252) 808-2808 Fax: (252) 247-3330 Email: mike.lopezanski@ncdenr.gov

14. **Assignment.** The Subgrantee may not assign its obligations or its rights to receive payment hereunder.
15. **Procurement.** The Subgrantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Subgrantee shall be contracted without prior written approval from the Department.
 - In the event the Subgrantee or any subrecipient of the Subgrantee contracts for any of the work to be performed hereunder, the Subgrantee shall not be relieved of any duties or responsibilities herein set forth.
 - The Subgrantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
16. **Subawards.** The Subgrantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Subgrantee of any duties or responsibilities herein set forth.
17. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Subgrantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:
- Title VI of the Civil Rights Act of 1964, as amended;
 - Civil Rights Restoration Act of 1987, as amended;
 - Section 504 of the Rehabilitation Act of 1973, as amended;
 - Age Discrimination Act of 1975, as amended;
 - Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Subgrantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Subgrantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Subgrantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Subgrantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

18. **E-Verify.** To the extent applicable, the Subgrantee represents that it and each of its lower-tier subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
19. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
20. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
21. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

THIS SPACE INTENTIONALLY BLANK

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

COUNTY OF DARE

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____
Subgrantee's Signature

By _____
Signature of Department Head or Authorized Agent

Robert Outten, County Manager

Tommy Kirby, Purchasing Director
Printed Name and Title

County of Dare

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

FORM CD-450 (REV 10/18)		U. S. DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE AWARD		<input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT	
RECIPIENT NAME NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY		FEDERAL AWARD ID NUMBER NA20NOS4190044		PERIOD OF PERFORMANCE 07/01/2020-12/31/2021	
STREET ADDRESS 217 W JONES ST STE 5103		FEDERAL SHARE OF COST \$2,826,500.00		RECIPIENT SHARE OF COST \$2,450,500.00	
CITY, STATE, ZIP CODE RALEIGH NC 27603-6100		TOTAL ESTIMATED COST \$5,277,000.00		CFDA NO. AND NAME 11.419 Coastal Zone Management Administration Awards	
AUTHORITY 16 U.S.C. 1455, 1456b		PROJECT TITLE Implementation of Coastal Zone Requirements (Section 306) and Enhancement Program (Section 309)			
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p> <p><input checked="" type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS</p> <p><input type="checkbox"/> R & D AWARD</p> <p><input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE</p> <p><input checked="" type="checkbox"/> SPECIFIC AWARD CONDITIONS</p> <p><input type="checkbox"/> LINE ITEM BUDGET</p> <p><input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101</p> <p><input checked="" type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES</p> <p><input type="checkbox"/> MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.</p> <p><input checked="" type="checkbox"/> OTHERS(S): 15 C.F.R. Part 923</p>					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER Patty Mayo				DATE 06/11/2020	
PRINTED NAME, PRINTED TITLE AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Mr. Mike Lopazanski				DATE 06/17/2020	

Specific Award Conditions

Award Number: NA20NOS4190044
Amendment Number: 0

1) Coastal Zone Management Programmatic Requirements

A. Continuing Reviews and Updated Tasks: Continuing review of project performance occurs under Section 312 of the Coastal Zone Management Act, 16 U.S.C. § 1458. Based on the findings and recommendations in these evaluations, the Recipient shall negotiate new or revised tasks with NOAA within the existing project funds and award period. As needed, project and budget revisions will be documented in the NOAA Grants Online system.

B. Travel Funding: The Recipient must allocate sufficient funds from the "Travel" object class budget category to support trips by the Coastal Zone Management (CZM) Program Manager or his/her designee to both the Annual Ocean and Coastal Program Managers' Meeting and the applicable regional CZM meeting. In the absence of, or in addition to, a regional CZM meeting, the Recipient shall allocate sufficient funds for at least one onsite visit to another coastal state to exchange and discuss coastal zone management techniques. The date and place of the on-site visit will be determined in consultation with the NOAA Office of Coastal Management (OCM), but could include state participation in regional collaboration efforts or a NOAA evaluation of another coastal program.

The travel funds allocated for these meetings cannot be used for other purposes unless they are approved by NOAA OCM as a change in scope, consistent with 2 C.F.R. 200.308(b). These meetings provide a unique and important opportunity for the state to interact with NOAA staff, coastal program staff from other states, and other individuals working on relevant CZM issues. In addition, significant programmatic issues are discussed at these meetings, so it is critical that at least one staff member from each state attend. NOAA OCM does not require, but strongly supports, the use of federal funds for additional staff members to attend the annual managers' and regional meetings. If travel is cancelled due to a global pandemic or otherwise, the Recipient will coordinate with NOAA about alternative arrangements.

C. Separate Accounting Based on Coastal Zone Management Act Sections:

The Recipient is required to maintain separate budgets and accounting for Coastal Zone Management Act (CZMA) Section 306, Section 309, and Section 310 tasks. See 16 U.S.C. §§ 1455, 1456b, 1456c.

The Recipient shall not reprogram funds between CZMA Section 306, Section 309, or Section 310 tasks. See 16 U.S.C. §§ 1455, 1456b, 1456c.

D. Implementing Project Activities: Prior to implementing a project activity developed as part of a planning activity funded under this award, the applicant must ensure that the work will be conducted in accordance with appropriate Federal, state and local laws.

E. Field Work: The applicant must ensure that any field work conducted as part of educational, training or volunteer programs/activities will be conducted in accordance with appropriate Federal, state and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

F. Requirements for Section 306A Projects:

(a) In the event there are title discrepancies or encumbrances that NOAA deems interfere with purposes for which the 306A funds were granted, or if NOAA determines that project or property is no longer used for its original purpose, the Recipient shall reimburse NOAA for Federal funds received for the project consistent with 2 C.F.R. Part 200 Property Standards, unless alternative arrangements consistent with the Coastal Zone Management Act and satisfactory to NOAA are authorized in writing by the Grants Officer.

(b) Federal funds are not permitted to be expended on Section 306A awards until the NOAA Office of Coastal Management (OCM) reviews and approves the projects in conformance with NOAA's section 306A Guidance. Specifically, no federal funds may be expended and work on the project is not approved until the state has submitted to OCM a complete and signed Section 306A Project Checklist (and any other required information) for each Section 306A project and receives approval from NOAA. If, for some reason, a section 306A project ceases to be used as approved by NOAA, the state shall reimburse to NOAA the federal funds consistent with 2 C.F.R. Part 200 Property Standards, unless alternative arrangements consistent with the Coastal Zone Management Act and satisfactory to NOAA are authorized in writing by the Grants Officer.

(c) For construction projects, the recipient must be in compliance with disability access requirements, including the 2010 Americans with Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of construction, as described in the Department of Commerce Financial Assistance Standard Terms and Conditions.

(d) The Recipient shall cause to be erected at the site of any construction project, and maintained during the construction, signs satisfactory to NOAA/OCM that identify, at a minimum, the project, include a NOAA logo, and indicate that the project is being funded through the National Coastal Zone Management Program. The Recipient shall also maintain a permanent plaque or sign at the project site with the same information.

G. Safety: The Recipient is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Recipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Recipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

H. Unoccupied Aircraft Systems: If this project involves Unoccupied Aircraft Systems (UAS or drone technology), the Recipient is responsible for complying with NOAA's UAS requirements identified in the April 2017 Memo from NOAA's Office of Marine and Aviation Operations (OMAO) prior to the expenditure of funds on UAS projects in National Estuarine Research Reserves. In addition, for any UAS activities in a project, it is the responsibility of the Recipient to ensure it has complied with applicable federal/state/local laws and have the appropriate permits in hand prior to conducting drone operations.

I. Supplemental Guidance on Acknowledgement of Sponsorship: The following provision supplements the Department of Commerce Financial Assistance Standard Terms and Conditions G.05 and the Environmental Data and Publications

Special Award Condition in this award:

The cover of the title page of all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgement pages of websites and web pages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration.

J. Environmental Data and Publications

- (1) **Data Sharing:** Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.
- (2) **Timeliness:** Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- (3) **Disclaimer:** Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
- (4) **Failure to Share Data:** Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
- (5) **Funding acknowledgement:** Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<https://www.crossref.org/services/funder-registry/>) if supported by the Publisher.
- (6) **Manuscript submission:** The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov/> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- (7) **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All

data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

K. International Travel: Consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.c., any foreign travel not outlined in the award recipient's detailed budget justification must be approved through the appropriate award action request in NOAA's Grants Online system. All international travel is required to comply with the regulations set forth in the Fly America Act, 49 U.S.C. § 40118.

L. Subaward and Contract Extensions: The Recipient is responsible for administering any requests for extensions of performance periods for any approved subaward or contract up to, but not beyond, the full Federal award period without prior approval by NOAA. NOAA must be notified in writing of any such task extension in semi-annual performance reports.

2) Supplemental Reporting Guidance

This Special Award Condition supplements reporting requirements in 2 C.F.R. §§ 200.327-200.329, the Department of Commerce Standard Terms and Conditions and NOAA Administrative Standard Award Conditions.

Format: Performance reports shall address the subject areas specified in "Office for Coastal Management, FY 2019 Performance Report Guidelines," which is available from the NOAA Office of Coastal Management and may be attached to this award.

Final Report: A final report with comprehensive information on the project as a whole and/or on all tasks performed under the award is not required for coastal management awards. Instead, recipients continue to report on each open task and activity through NOAA's Grants Online system until they are completed. Each performance report should clearly indicate when individual tasks or activities are completed, after which it is no longer necessary to report on them.

3) NOAA Substantial Involvement for Coastal Zone Management Cooperative Agreement

This award is a cooperative agreement as described in 2 C.F.R. § 200.24, meaning that the NOAA is "substantially involved" in the project. NOAA's participation involves the following:

NOAA Office for Coastal Management (OCM) staff will provide technical assistance and guidance to the Recipient and participate in programmatic activities beyond normal stewardship responsibilities in the administration of the award. OCM staff will closely monitor the award, and in its discretion, may review or monitor local programs for which the Recipient remains responsible. NOAA will collaborate and coordinate with the recipient on the project, and/or provide training on project-related matters to project staff, and provide assistance in the management and technical performance of the project activities. NOAA may require milestones before subsequent stages of the project may continue. NOAA may limit the recipient's discretion with respect to the scope of work, organizational structure, staffing, mode of operations, and other management processes, which will be coupled with close monitoring of operational involvement during performance.

4) Post Award Environmental Review Process

National Environmental Policy Act (NEPA) Requirements for Change of Scope: Under Department of Commerce Standard Terms and Conditions § G.04.a., the Recipient is required to identify to NOAA any impact the award will have on the quality of the human environment, and assist NOAA in complying with NEPA and associated environmental laws and policies. For any tasks or sub-tasks with a Special Award Condition attached requiring further NOAA Office for Coastal Management review prior to full approval, the Office for Coastal Management will review these tasks to determine the appropriate level of National Environmental Policy Act analysis, and if additional information is necessary. If the scope of an award amendment has changed from the original grant scope (e.g., funding is being awarded for additional construction not originally considered), then NOAA will consider if the change implicates the National Environmental Policy Act even if it was considered in the original award of the grant. A Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement may be prepared for grant amendments, depending on scope of the amendment and what type of analysis is appropriate. For additional grant cycle steps, such as the release of funds, cost extensions, and other administrative steps that do not change the scope of the original grant award where NEPA was conducted, a NEPA review will not need to be conducted again.

NOAA may require additional information to fulfill post award NEPA and environmental compliance review requirements. If NOAA determines that an environmental assessment is required, applicants may also be required to assist in drafting the assessment. Applicants may also be required to cooperate with NOAA in identifying and implementing feasible measures to reduce or avoid any identified adverse environmental impacts of their proposal.

5) Tangible Property Reporting and Disposition

Equipment costs and/or supplies have been identified and budgeted in the grant application. The Recipient must report such costs to NOAA. The SF-428, SF-428-B (final report), and as needed, the SF-428-S (inventory list) must be submitted no later than 90 days after the project end date. The SF-428-C (the disposition report) must be submitted when the property is no longer required for the purpose of the project, and in accordance with 200.311-314. These forms can be accessed at

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

6) Lobbying Restriction

No funds may be used for the payment of membership dues to any entity to engage in lobbying activities, as provided in 2 CFR 200.450 and 200.454.

7) Sexual Assault and Harassment - Vessels

If the use of a vessel under NOAA contract, order, grant, or cooperative agreement is involved and the non-Federal entity employees are anticipated to be crew members aboard the vessel, this award is subject to the NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy Applicable to Financial Assistance Awards Involving the use of a Vessel under NOAA Contract, Order, Grant, or Cooperative Agreement (May 2018). The full specific award condition is at http://www.ago.noaa.gov/grants/vessel_assault_policy.html.

8) New Award SAC

This award number NA20NOS4190044, to the North Carolina Department of Environmental Quality, supports the work described in the Recipient's proposal entitled Implementation of Coastal Zone Requirements (Section 306) and Enhancement Program (Section 309) dated 04/02/2020, and revisions dated 4/7/20, which are incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.

9) Matching Requirement

Since this award requires the Recipient to provide \$2,450,500.00 in project-related costs from non-Federal sources, the Recipient must maintain in its official accounting records an accounting of \$5,277,000.00.

General Terms and Conditions Governmental Entities

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

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

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C.

G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

NORTH CAROLINA
Environmental QualityROY COOPER
GovernorMICHAEL S. REGAN
SecretaryBRAXTON C. DAVIS
Director

TO: Local Officials in Oceanfront Areas

FROM: Mike Lopazanski – Deputy Director, Division of Coastal Management

SUBJECT: Notice of Funding Availability for Large Sediment Sampling

DATE: December 14, 2020

We are pleased to notify local governments participating in beach nourishment projects that funding is being made available to assist with ensuring the compatibility of sediments used for beach nourishment projects with the native beach. The Coastal Resources Commission (CRC) rules at 15A NCAC 07H.0312 (“Technical Standards for Beach Fill Projects”) are intended to ensure that sand used for beach nourishment closely matches the sand on the existing beach by requiring that the sediment from borrow sites as well as the sand on the existing beach be analyzed for grain size and composition and be within defined ranges of similarity before the project begins.

The Division of Coastal Management (DCM) is making this grant funding available to assist local government compliance with recent rule changes to the Technical Standards for Beach Fill Projects associated with **large sediment characterization** of the native beach.

The Technical Standards for Beach Fill Projects Rule sets forth the sampling protocols for characterizing the native beach and borrow sites sediments. “Native beach” sediment characterization is the process of defining the type of sediment found on the beach prior to the project to ensure that material placed on beaches is not too fine (mud or clay), or too coarse (rocks and large shells), and is similar in composition to pre-project beach sediment. Similarly, the rule establishes sampling and mapping protocols for sand “borrow” sources.

While recent rule amendments will allow use of historical data and increased flexibility for sampling protocols where there are physical sampling challenges, they are also intended to improve the characterization of recipient beaches by re-defining “large material” to be sediments equal to or greater than one inch in diameter, and shell material equal to or greater than three inches in diameter.



It is important to emphasize that characterization of the native beach sediment using these methods will serve as a permanent baseline, and recharacterization will not be required for subsequent projects. The Division of Coastal Management is making this funding available to assist local governments with this one-time sampling requirement. Funding for the sampling effort will be done under contract between the Division and local government, with the local government working with their own consultants to complete the surveys. **Local governments are invited to apply for funding for large sediment sampling projects anticipated to begin March 1, 2021 and to be completed by June 30, 2022.**

Eligible activities for this funding involve the sampling of sediments equal to or greater than one inch in diameter, and shell material equal to or greater than three inches in diameter, through visual observation on the surface within a 10,000 square foot area centered on each transect, between mean tide level (MTL) and the frontal dune toe. Transects are to be spaced no further than 5,000 feet apart with a minimum of five evenly spaced transects per project area. **A report is to be provided to the Division of Coastal Management that includes raw and summary data, field documentation, and spatial data that support the calculation of the arithmetic mean for both large sediments and shell material (total count for each divided by the number of transects).**

Local governments interested in applying for financial assistance must complete and submit **an electronic copy** of the enclosed application form with attachments. Applications must be received on or before 5:00 pm on **January 29, 2021.**

DCM will review the applications and select a number of proposals for consideration based on available funding. All applicants will be notified in February whether their project has been selected for funding. Questions and completed applications should be directed to Ken Richardson (email: Ken.Richardson@ncdenr.gov).



Applicant Name:

**Large Sediment Sampling
 2021 – 2022**

Eligible activities for this funding involve the sampling of sediments equal to or greater than one inch in diameter, and shell material equal to or greater than three inches in diameter, through visual observation on the surface, of a 10,000 square foot area centered on each transect, between mean tide level (MTL) and the frontal dune toe. Transects are to be spaced no further than 5,000 feet apart with a minimum of five evenly spaced transects per project area.

<p>Applicant: Federal ID #: Local Administrator of this Project: Name, Title Address (phone) (fax) email</p>	<p>Project Description: Include: proposed contractor, length of project area, number of transects (space no greater than 5,000 ft with min of 5 evenly spaced), labor, equipment and timeline.</p>
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A. BUDGET SUMMARY

	Grant Assistance Requested	Local Cash Contribution (not required)	Local In-Kind Contribution (not required)	TOTAL
Subcontract Costs:				
<i>Sub-contract services</i>	\$			
Subtotal	\$	\$0	\$0	\$
TOTAL BUDGET	\$	\$0	\$0	\$

*10% of the grant award will be retained until a closeout packet is received and approved by the Division of Coastal Management.

B. PROCESSES/DELIVERABLES/REPORTING BY THE APPLICANT**Match Requirements:**

No local cash or in-kind match is required.

Deliverables:

A report is to be provided to the Division of Coastal Management that includes raw and summary data, field documentation, and spatial data that support the calculation of the arithmetic mean for both sediments and shell material (total count for each divided by the number of transects).

All reports, maps, spatial data, and other documents completed as part of a contract shall carry the following notation:

“This (report, map document, etc.) was prepared by the (local gov’t name) under grant award #NA18NOS4190071/#NA19NOS4190082 to the Department of Environmental Quality, Division of Coastal Management from the Office for Coastal Management, National Oceanic and Atmospheric Administration. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of DEQ, OCM or NOAA.”

Number of copies:

One digital copy on USB Flash drive of the work called for in the contract shall be provided for review at the end of the contract period. The digital version shall be labeled with software and version. Each plan, map, and drawing shall be provided as a single digital file. Acceptable digital formats for image files include: .gif, .jpg, .bmp, and .tif. Acceptable digital formats for document files include: .doc, .docx, .txt, .xls, .xlsx, .ppt, .pptx, and .pdf. CAD or AutoCAD drawings (.dwf, .dxf, and other CAD formats) are not acceptable and should be converted to .pdf for submittal. GIS data shall be referenced to the North Carolina State Plane North American Datum 83 US Survey Foot, to include Federal Geographic Data Committee (FGDC) compliant metadata.

Reimbursement of project cost:

Actual payments of the award will be based on the Division of Coastal Management’s approval. Final requisitions and invoices for payment will be required to be received by DCM within 45 days after end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.

The community will be required to maintain and make available at proper times to DEQ/DCM all bid documents, and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and purpose of all costs incurred under the grant award for a period of five (5) years following project completion, or until an audit has been completed, whichever is later. All accounting

records and supporting documents must clearly show the contract number of the project to which they are applicable.

The community will be required to agree to refund to DEQ, subsequent to audit of the project financial records by DEQ, any funds not expended in compliance with the grant award.

C. SIGNATURE

Applicant Signature: _____
Title:

Date: _____



Applicant Name: The County of Dare, North Carolina

Large Sediment Sampling 2021 – 2022

Eligible activities for this funding involve the sampling of sediments equal to or greater than one inch in diameter, and shell material equal to or greater than three inches in diameter, through visual observation on the surface, of a 10,000 square foot area centered on each transect, between mean tide level (MTL) and the frontal dune toe. Transects are to be spaced no further than 5,000 feet apart with a minimum of five evenly spaced transects per project area.

<p>Applicant: Dare County</p> <p>Federal ID #: ████████0293</p> <p>Local Administrator of this Project: Brent Johnson</p> <p>Title: Project Manager</p> <p>Address: 954 Marshall Collins Drive Manteo, NC 27954 (252) 475-5811 (252) 473-1817 Brent.johnson@darenc.com</p>	<p>Project Description:</p> <p>The estimate assumes surveys will be conducted at 8 locations along the Hatteras shoreline, which are shown on that attached map. That works out to a cost of about \$1,476.875 per profile totaling \$11,815.00. The surveys will be conducted along each of the eight (8) profiles shown on the map. At each location, the linear distance between the toe of dune and Mean Tide Level contour will be determined. Based on this linear distance, an area of approximately 10,000 ft² will be established and centered along the profile. The number of sediments greater than or equal to one inch (25.4 millimeters) in diameter, and shell material greater than or equal to three inches (76 millimeters) in diameter shall be differentiated and calculated through visual observation. A simple arithmetic mean shall be calculated for both sediments and shell by summing the totals for each across all transects and dividing by the total number of transects, and these values shall be considered representative of the entire project area, and referred to as the "background" values for large sediment and large shell material.</p>
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A. BUDGET SUMMARY

	Grant Assistance Requested	Local Cash Contribution (not required)	Local In-Kind Contribution (not required)	TOTAL
Subcontract Costs:				
<i>Sub-contract services</i>	\$11,815.00			
Subtotal	\$11,815.00	\$0	\$0	\$11,815.00
TOTAL BUDGET	\$11,815.00	\$0	\$0	\$11,815.00

*10% of the grant award will be retained until a closeout packet is received and approved by the Division of Coastal Management.

B. PROCESSES/DELIVERABLES/REPORTING BY THE APPLICANTMatch Requirements:

No local cash or in-kind match is required.

Deliverables:

A report is to be provided to the Division of Coastal Management that includes raw and summary data, field documentation, and spatial data that support the calculation of the arithmetic mean for both sediments and shell material (total count for each divided by the number of transects).

All reports, maps, spatial data, and other documents completed as part of a contract shall carry the following notation:

“This (report, map document, etc.) was prepared by the (local gov’t name) under grant award #NA18NOS4190071/#NA19NOS4190082 to the Department of Environmental Quality, Division of Coastal Management from the Office for Coastal Management, National Oceanic and Atmospheric Administration. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of DEQ, OCM or NOAA.”

Number of copies:

One digital copy on USB Flash drive of the work called for in the contract shall be provided for review at the end of the contract period. The digital version shall be labeled with software and version. Each plan, map, and drawing shall be provided as a single digital file. Acceptable digital formats for image files include: .gif, .jpg, .bmp, and .tif. Acceptable digital formats for document files include: .doc, .docx, .txt, .xls, .xlsx, .ppt, .pptx, and .pdf. CAD or AutoCAD drawings (.dwf, .dxf, and other CAD formats) are not acceptable and should be converted to .pdf for submittal. GIS data shall be referenced to the North Carolina State Plane North American Datum 83 US Survey Foot, to include Federal Geographic Data Committee (FGDC) compliant metadata.

Reimbursement of project cost:

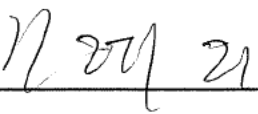
Actual payments of the award will be based on the Division of Coastal Management’s approval. Final requisitions and invoices for payment will be required to be received by DCM within 45 days after end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.

The community will be required to maintain and make available at proper times to DEQ/DCM all bid documents, and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and purpose of all costs incurred under the grant award for a period of five (5) years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly show the contract number of the project to which they are applicable.

The community will be required to agree to refund to DEQ, subsequent to audit of the project financial records by DEQ, any funds not expended in compliance with the grant award.

C. SIGNATURE

Applicant Signature:  _____
Title: County Manager/Attorney

Date:  _____



Dare County (Hatteras) Sediment Sampling Project Description

Sampling of sediments equal to or greater than one inch in diameter, and shell material equal to or greater than three inches in diameter, through visual observation on the surface within a 10,000 square foot area centered on each transect, between mean tide level (MTL) and the frontal dune toe.

The estimate assumes surveys will be conducted at 8 locations along the Hatteras shoreline at a cost of about \$1,476.875 per profile totaling \$11,815.00. The surveys will be conducted along each of the eight (8) profiles shown on the map. At each location, the linear distance between the toe of dune and Mean Tide Level contour will be determined. Based on this linear distance, an area of approximately 10,000 ft² will be established and centered along the profile. The number of sediments greater than or equal to one inch (25.4 millimeters) in diameter, and shell material greater than or equal to three inches (76 millimeters) in diameter shall be differentiated and calculated through visual observation. A simple arithmetic mean shall be calculated for both sediments and shell by summing the totals for each across all transects and dividing by the total number of transects, and these values shall be considered representative of the entire project area, and referred to as the "background" values for large sediment and large shell material.

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:


1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

ASSURANCES - NON CONSTRUCTION PROGRAMS

The CONTRACTOR certifies that with regard to:

LOBBYING - To the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Authorized Signature: 
 Deputy County Manager/Facilities Director

Date: 2/1/2021

ASSURANCES - NON CONSTRUCTION PROGRAMS

The **CONTRACTOR** certifies that with regard to:

DEBARMENT and SUSPENSION - To the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Authorized Signature: David Allen
Deputy County Manager / Finance Director

Date: 2/1/2021

ASSURANCES - NON CONSTRUCTION PROGRAMS

The CONTRACTOR certifies that with regard to:

DRUG-FREE WORK PLACE REQUIREMENTS - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (e) Notifying the agency within ten (10) days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or,
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

Authorized Signature: _____

David Dean
Deputy County Manager / Finance Director

Date: _____

2/1/2021

AH. # 4

GRANT CONTRACT NO. CW20492
Large Sediment Sampling 2021 - 2022
ATTACHMENT I

Supporting material
for this agenda item is on file
in the office of the Clerk
to the Board of Commissioners



Dare County Conflict of Interest Policy

Description

The Conflict of Interest Policy attached is the same as has been in place for a number of years. One of the granting agencies has asked for a more current policy.

Board Action Requested

Re-Adopt Conflict of Interest Policy

Re-Adopted

Item Presenter

Robert Outten, County Manager

Cheryl C. Anby, Clerk to the Board 4/20/2020



CONFLICT OF INTEREST POLICY

It is in the interest of the County, individual staff, and Board Members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

The Dare County Board of Commissioners does hereby adopt the following Conflict of Interest Policy:

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. The County serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the County and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and County. Employees are called to maintain a sense of fairness, civility, ethics, ethics and personal integrity even though law, regulation, or custom does not require them.

Employees, members of employee’s immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization;
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

Violators of the above standards will be subject to disciplinary action up to and including dismissal and/or prosecution to the extent permitted by state and local regulations.

Adopted the 20th day of April, 2020.



Robert Woodard, Sr., Chairman
Dare County Board of Commissioners

Attest:
Cheryl C. Anby, Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF DARESUBGRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: ** - ***0293**North Carolina Department of Environmental Quality
Financial Assistance Agreement**

This financial assistance agreement is hereby made and entered into this **9th day of April 2021**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **COUNTY OF DARE** (the "Subgrantee"). The assistance provided to the Subgrantee hereunder is a second-tier subaward of funding made available to the Department under the following Federal grant:

Federal Agency: U. S. Department of Commerce
CFDA No.: 11.419
FAIN No.: NA20NOS4190044

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Subgrantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. Federal Grant Award, including all terms and conditions associated therewith ("Federal Grant Award") (Attachment A)
 - b. State's General Terms and Conditions (Attachment B)
 - c. Department's Request for Proposal ("RFP") (Attachment C)
 - d. Subgrantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment D)
 - e. Notice of Certain Reporting and Audit Requirements (Attachment E)
 - f. Subgrantee's Certification Regarding Lobbying (Attachment F)
 - g. Subgrantee's Certification Regarding Debarment and Suspension (Attachment G)
 - h. Subgrantee's Certification Regarding Drug-Free Workplace Requirements (Attachment H)
 - i. Subgrantee's Conflict of Interest Policy (Attachment I)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from **April 9, 2021 to December 31, 2021**, inclusive of those dates.

¹ The contract documents attached hereto may at times use alternative terms to describe the Subgrantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

5. **Subgrantee's Duties.** As a condition of the grant award, the Subgrantee agrees to:
- a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment D), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the underlying purposes of the Federal Grant Award.
 - c. Comply with all terms, conditions, restrictions and requirements applicable to subgrantees under the Federal Grant Award.
 - d. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
 - e. Comply with the applicable provisions of Attachment E, Notice of Certain Reporting and Audit Requirements.
 - f. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, (ii) for the period of time required by the Federal Grant Award, or (iii) until all audit exceptions have been resolved, whichever is longest.
 - g. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
 - h. Obtain written approval from the Department's Contract Administrator (see § 13 below) prior to making any subaward or subgrant not already described in the Award Proposal.
 - i. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, are made applicable to, and binding upon, any lower-tier subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Subgrantee hereunder.
 - j. Take reasonable measures to ensure that any lower-tier subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to applicable law, the Federal Grant Award and/or any other Contract Document, and (ii) provides such information in its possession as may be necessary for the Subgrantee to comply with such terms, conditions, restrictions and requirements.
6. **Department's Duties.** The Department shall pay the Subgrantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.
7. **Total Award Amount.** The total amount of award funds paid by the Department to the Subgrantee under this Agreement shall not exceed **FIFTEEN THOUSAND DOLLARS (\$15,000.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Federal	U. S. Department of Commerce, National Oceanic and Atmospheric Administration	11.419

GRANT CONTRACT NO. CW20490
Large Sediment Sampling 2021 - 2022

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$15,000.00	1601	532199029	162562522021

Subgrantee Matching Information:

- a. There are no matching requirements from the Subgrantee.
- b. There are no matching requirements from the Subgrantee; however, the Subgrantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- c. The Subgrantee's matching requirement is \$, which shall consist of:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Subgrantee is committing to an additional \$0 to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$15,000.00**. The Subgrantee represents that any contributions of its own shall be sourced from non-Federal funds.

8. Invoice and Payment. The award funds shall be disbursed to the Subgrantee in accordance with the following provisions:

- a. The Subgrantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
- b. The Department shall reimburse the Subgrantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment D.

9. Subgrantee's Fiscal Year. The Subgrantee represents that its fiscal year is from July 1 to June 30.

10. Availability of Funds. The Subgrantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

GRANT CONTRACT NO. CW20490
Large Sediment Sampling 2021 - 2022

11. **Reversion of Unexpended Funds.** The Subgrantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
12. **Supplantation of Expenditure of Public Funds.** The Subgrantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Subgrantee would otherwise expend to carry out the project or services described in the Award Proposal.
13. **Contract Administrators.** Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Subgrantee Contract Administrator	Department's Contract Administrator
Robert Outten, County Manager County of Dare 954 Marshall Collins Drive Manteo NC 27954 Telephone: (252) 475-5811 Fax: (252) 473-1817 Email: outten@darenc.com	Mike Lopazanski, Deputy Director North Carolina Department of Environmental Quality, Division of Coastal Management 400 Commerce Avenue Morehead City NC 28557 Telephone: (252) 808-2808 Fax: (252) 247-3330 Email: mike.lopezanski@ncdenr.gov

14. **Assignment.** The Subgrantee may not assign its obligations or its rights to receive payment hereunder.
15. **Procurement.** The Subgrantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:
- None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Subgrantee shall be contracted without prior written approval from the Department.
 - In the event the Subgrantee or any subrecipient of the Subgrantee contracts for any of the work to be performed hereunder, the Subgrantee shall not be relieved of any duties or responsibilities herein set forth.
 - The Subgrantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.
16. **Subawards.** The Subgrantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Subgrantee of any duties or responsibilities herein set forth.
17. **Title VI and Other Nondiscrimination Requirements.** Throughout the course of its performance hereunder, the Subgrantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

In accordance with the above laws and their implementing regulations, the Subgrantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Subgrantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Subgrantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Subgrantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

18. **E-Verify.** To the extent applicable, the Subgrantee represents that it and each of its lower-tier subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
19. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
20. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
21. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

THIS SPACE INTENTIONALLY BLANK

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

COUNTY OF DARE

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____
Subgrantee's Signature

By _____
Signature of Department Head or Authorized Agent

Robert Outten, County Manager
Printed Name and Title

Tommy Kirby, Purchasing Director
Printed Name and Title

COUNTY OF DARE

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

FORM CD-450 (REV 10/18)		U. S. DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE AWARD		<input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT	
RECIPIENT NAME NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY		FEDERAL AWARD ID NUMBER NA20NOS4190044			
STREET ADDRESS 217 W JONES ST STE 5103		PERIOD OF PERFORMANCE 07/01/2020-12/31/2021			
CITY, STATE, ZIP CODE RALEIGH NC 27603-6100		FEDERAL SHARE OF COST \$2,826,500.00			
AUTHORITY 16 U.S.C. 1455, 1456b		RECIPIENT SHARE OF COST \$2,450,500.00			
CFDA NO. AND NAME 11.419 Coastal Zone Management Administration Awards		TOTAL ESTIMATED COST \$5,277,000.00			
PROJECT TITLE Implementation of Coastal Zone Requirements (Section 306) and Enhancement Program (Section 309)					
<p>This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.</p> <p><input checked="" type="checkbox"/> DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS</p> <p><input type="checkbox"/> R & D AWARD</p> <p><input type="checkbox"/> FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE</p> <p><input checked="" type="checkbox"/> SPECIFIC AWARD CONDITIONS</p> <p><input type="checkbox"/> LINE ITEM BUDGET</p> <p><input checked="" type="checkbox"/> 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101</p> <p><input checked="" type="checkbox"/> 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES</p> <p><input type="checkbox"/> MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.</p> <p><input checked="" type="checkbox"/> OTHERS(S): 15 C.F.R. Part 923</p>					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER Patty Mayo				DATE 06/11/2020	
PRINTED NAME, PRINTED TITLE AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Mr. Mike Lopazanski				DATE 06/17/2020	

Specific Award Conditions

Award Number: NA20NOS4190044

Amendment Number: 0

1) Coastal Zone Management Programmatic Requirements

A. Continuing Reviews and Updated Tasks: Continuing review of project performance occurs under Section 312 of the Coastal Zone Management Act, 16 U.S.C. § 1458. Based on the findings and recommendations in these evaluations, the Recipient shall negotiate new or revised tasks with NOAA within the existing project funds and award period. As needed, project and budget revisions will be documented in the NOAA Grants Online system.

B. Travel Funding: The Recipient must allocate sufficient funds from the "Travel" object class budget category to support trips by the Coastal Zone Management (CZM) Program Manager or his/her designee to both the Annual Ocean and Coastal Program Managers' Meeting and the applicable regional CZM meeting. In the absence of, or in addition to, a regional CZM meeting, the Recipient shall allocate sufficient funds for at least one onsite visit to another coastal state to exchange and discuss coastal zone management techniques. The date and place of the on-site visit will be determined in consultation with the NOAA Office of Coastal Management (OCM), but could include state participation in regional collaboration efforts or a NOAA evaluation of another coastal program.

The travel funds allocated for these meetings cannot be used for other purposes unless they are approved by NOAA OCM as a change in scope, consistent with 2 C.F.R. 200.308(b). These meetings provide a unique and important opportunity for the state to interact with NOAA staff, coastal program staff from other states, and other individuals working on relevant CZM issues. In addition, significant programmatic issues are discussed at these meetings, so it is critical that at least one staff member from each state attend. NOAA OCM does not require, but strongly supports, the use of federal funds for additional staff members to attend the annual managers' and regional meetings. If travel is cancelled due to a global pandemic or otherwise, the Recipient will coordinate with NOAA about alternative arrangements.

C. Separate Accounting Based on Coastal Zone Management Act Sections:

The Recipient is required to maintain separate budgets and accounting for Coastal Zone Management Act (CZMA) Section 306, Section 309, and Section 310 tasks. See 16 U.S.C. §§ 1455, 1456b, 1456c.

The Recipient shall not reprogram funds between CZMA Section 306, Section 309, or Section 310 tasks. See 16 U.S.C. §§ 1455, 1456b, 1456c.

D. Implementing Project Activities: Prior to implementing a project activity developed as part of a planning activity funded under this award, the applicant must ensure that the work will be conducted in accordance with appropriate Federal, state and local laws.

E. Field Work: The applicant must ensure that any field work conducted as part of educational, training or volunteer programs/activities will be conducted in accordance with appropriate Federal, state and local laws and will follow recognized best practices for minimizing impacts to the human and natural environment.

F. Requirements for Section 306A Projects:

(a) In the event there are title discrepancies or encumbrances that NOAA deems interfere with purposes for which the 306A funds were granted, or if NOAA determines that project or property is no longer used for its original purpose, the Recipient shall reimburse NOAA for Federal funds received for the project consistent with 2 C.F.R. Part 200 Property Standards, unless alternative arrangements consistent with the Coastal Zone Management Act and satisfactory to NOAA are authorized in writing by the Grants Officer.

(b) Federal funds are not permitted to be expended on Section 306A awards until the NOAA Office of Coastal Management (OCM) reviews and approves the projects in conformance with NOAA's section 306A Guidance. Specifically, no federal funds may be expended and work on the project is not approved until the state has submitted to OCM a complete and signed Section 306A Project Checklist (and any other required information) for each Section 306A project and receives approval from NOAA. If, for some reason, a section 306A project ceases to be used as approved by NOAA, the state shall reimburse to NOAA the federal funds consistent with 2 C.F.R. Part 200 Property Standards, unless alternative arrangements consistent with the Coastal Zone Management Act and satisfactory to NOAA are authorized in writing by the Grants Officer.

(c) For construction projects, the recipient must be in compliance with disability access requirements, including the 2010 Americans with Disabilities Act Standards for Accessible Design, or any updated version of these requirements in effect at the time of construction, as described in the Department of Commerce Financial Assistance Standard Terms and Conditions.

(d) The Recipient shall cause to be erected at the site of any construction project, and maintained during the construction, signs satisfactory to NOAA/OCM that identify, at a minimum, the project, include a NOAA logo, and indicate that the project is being funded through the National Coastal Zone Management Program. The Recipient shall also maintain a permanent plaque or sign at the project site with the same information.

G. Safety: The Recipient is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Recipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Recipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

H. Unoccupied Aircraft Systems: If this project involves Unoccupied Aircraft Systems (UAS or drone technology), the Recipient is responsible for complying with NOAA's UAS requirements identified in the April 2017 Memo from NOAA's Office of Marine and Aviation Operations (OMAO) prior to the expenditure of funds on UAS projects in National Estuarine Research Reserves. In addition, for any UAS activities in a project, it is the responsibility of the Recipient to ensure it has complied with applicable federal/state/local laws and have the appropriate permits in hand prior to conducting drone operations.

I. Supplemental Guidance on Acknowledgement of Sponsorship: The following provision supplements the Department of Commerce Financial Assistance Standard Terms and Conditions G.05 and the Environmental Data and Publications

Special Award Condition in this award:

The cover of the title page of all reports, studies, or other documents, published or distributed electronically or hard copy, and acknowledgement pages of websites and web pages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration.

J. Environmental Data and Publications

- (1) **Data Sharing:** Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.
- (2) **Timeliness:** Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- (3) **Disclaimer:** Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
- (4) **Failure to Share Data:** Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
- (5) **Funding acknowledgement:** Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<https://www.crossref.org/services/funder-registry/>) if supported by the Publisher.
- (6) **Manuscript submission:** The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov/> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- (7) **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All

data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

K. International Travel: Consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.c., any foreign travel not outlined in the award recipient's detailed budget justification must be approved through the appropriate award action request in NOAA's Grants Online system. All international travel is required to comply with the regulations set forth in the Fly America Act, 49 U.S.C. § 40118.

L. Subaward and Contract Extensions: The Recipient is responsible for administering any requests for extensions of performance periods for any approved subaward or contract up to, but not beyond, the full Federal award period without prior approval by NOAA. NOAA must be notified in writing of any such task extension in semi-annual performance reports.

2) Supplemental Reporting Guidance

This Special Award Condition supplements reporting requirements in 2 C.F.R. §§ 200.327-200.329, the Department of Commerce Standard Terms and Conditions and NOAA Administrative Standard Award Conditions.

Format: Performance reports shall address the subject areas specified in "Office for Coastal Management, FY 2019 Performance Report Guidelines," which is available from the NOAA Office of Coastal Management and may be attached to this award.

Final Report: A final report with comprehensive information on the project as a whole and/or on all tasks performed under the award is not required for coastal management awards. Instead, recipients continue to report on each open task and activity through NOAA's Grants Online system until they are completed. Each performance report should clearly indicate when individual tasks or activities are completed, after which it is no longer necessary to report on them.

3) NOAA Substantial Involvement for Coastal Zone Management Cooperative Agreement

This award is a cooperative agreement as described in 2 C.F.R. § 200.24, meaning that the NOAA is "substantially involved" in the project. NOAA's participation involves the following:

NOAA Office for Coastal Management (OCM) staff will provide technical assistance and guidance to the Recipient and participate in programmatic activities beyond normal stewardship responsibilities in the administration of the award. OCM staff will closely monitor the award, and in its discretion, may review or monitor local programs for which the Recipient remains responsible. NOAA will collaborate and coordinate with the recipient on the project, and/or provide training on project-related matters to project staff, and provide assistance in the management and technical performance of the project activities. NOAA may require milestones before subsequent stages of the project may continue. NOAA may limit the recipient's discretion with respect to the scope of work, organizational structure, staffing, mode of operations, and other management processes, which will be coupled with close monitoring of operational involvement during performance.

4) Post Award Environmental Review Process

National Environmental Policy Act (NEPA) Requirements for Change of Scope: Under Department of Commerce Standard Terms and Conditions § G.04.a., the Recipient is required to identify to NOAA any impact the award will have on the quality of the human environment, and assist NOAA in complying with NEPA and associated environmental laws and policies. For any tasks or sub-tasks with a Special Award Condition attached requiring further NOAA Office for Coastal Management review prior to full approval, the Office for Coastal Management will review these tasks to determine the appropriate level of National Environmental Policy Act analysis, and if additional information is necessary. If the scope of an award amendment has changed from the original grant scope (e.g., funding is being awarded for additional construction not originally considered), then NOAA will consider if the change implicates the National Environmental Policy Act even if it was considered in the original award of the grant. A Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement may be prepared for grant amendments, depending on scope of the amendment and what type of analysis is appropriate. For additional grant cycle steps, such as the release of funds, cost extensions, and other administrative steps that do not change the scope of the original grant award where NEPA was conducted, a NEPA review will not need to be conducted again.

NOAA may require additional information to fulfill post award NEPA and environmental compliance review requirements. If NOAA determines that an environmental assessment is required, applicants may also be required to assist in drafting the assessment. Applicants may also be required to cooperate with NOAA in identifying and implementing feasible measures to reduce or avoid any identified adverse environmental impacts of their proposal.

5) Tangible Property Reporting and Disposition

Equipment costs and/or supplies have been identified and budgeted in the grant application. The Recipient must report such costs to NOAA. The SF-428, SF-428-B (final report), and as needed, the SF-428-S (inventory list) must be submitted no later than 90 days after the project end date. The SF-428-C (the disposition report) must be submitted when the property is no longer required for the purpose of the project, and in accordance with 200.311-314. These forms can be accessed at

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

6) Lobbying Restriction

No funds may be used for the payment of membership dues to any entity to engage in lobbying activities, as provided in 2 CFR 200.450 and 200.454.

7) Sexual Assault and Harassment - Vessels

If the use of a vessel under NOAA contract, order, grant, or cooperative agreement is involved and the non-Federal entity employees are anticipated to be crew members aboard the vessel, this award is subject to the NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy Applicable to Financial Assistance Awards Involving the use of a Vessel under NOAA Contract, Order, Grant, or Cooperative Agreement (May 2018). The full specific award condition is at http://www.ago.noaa.gov/grants/vessel_assault_policy.html.

8) New Award SAC

This award number NA20NOS4190044, to the North Carolina Department of Environmental Quality, supports the work described in the Recipient's proposal entitled Implementation of Coastal Zone Requirements (Section 306) and Enhancement Program (Section 309) dated 04/02/2020, and revisions dated 4/7/20, which are incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.

9) Matching Requirement

Since this award requires the Recipient to provide \$2,450,500.00 in project-related costs from non-Federal sources, the Recipient must maintain in its official accounting records an accounting of \$5,277,000.00.

General Terms and Conditions Governmental Entities

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environmental Quality a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

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

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Grantee. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C.

G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.”

NORTH CAROLINA
*Environmental Quality*ROY COOPER
*Governor*MICHAEL S. REGAN
*Secretary*BRAXTON C. DAVIS
Director

TO: Local Officials in Oceanfront Areas

FROM: Mike Lopazanski – Deputy Director, Division of Coastal Management

SUBJECT: Notice of Funding Availability for Large Sediment Sampling

DATE: December 14, 2020

We are pleased to notify local governments participating in beach nourishment projects that funding is being made available to assist with ensuring the compatibility of sediments used for beach nourishment projects with the native beach. The Coastal Resources Commission (CRC) rules at 15A NCAC 07H.0312 (“Technical Standards for Beach Fill Projects”) are intended to ensure that sand used for beach nourishment closely matches the sand on the existing beach by requiring that the sediment from borrow sites as well as the sand on the existing beach be analyzed for grain size and composition and be within defined ranges of similarity before the project begins.

The Division of Coastal Management (DCM) is making this grant funding available to assist local government compliance with recent rule changes to the Technical Standards for Beach Fill Projects associated with **large sediment characterization** of the native beach.

The Technical Standards for Beach Fill Projects Rule sets forth the sampling protocols for characterizing the native beach and borrow sites sediments. “Native beach” sediment characterization is the process of defining the type of sediment found on the beach prior to the project to ensure that material placed on beaches is not too fine (mud or clay), or too coarse (rocks and large shells), and is similar in composition to pre-project beach sediment. Similarly, the rule establishes sampling and mapping protocols for sand “borrow” sources.

While recent rule amendments will allow use of historical data and increased flexibility for sampling protocols where there are physical sampling challenges, they are also intended to improve the characterization of recipient beaches by re-defining “large material” to be sediments equal to or greater than one inch in diameter, and shell material equal to or greater than three inches in diameter.



It is important to emphasize that characterization of the native beach sediment using these methods will serve as a permanent baseline, and recharacterization will not be required for subsequent projects. The Division of Coastal Management is making this funding available to assist local governments with this one-time sampling requirement. Funding for the sampling effort will be done under contract between the Division and local government, with the local government working with their own consultants to complete the surveys. **Local governments are invited to apply for funding for large sediment sampling projects anticipated to begin March 1, 2021 and to be completed by June 30, 2022.**

Eligible activities for this funding involve the sampling of sediments equal to or greater than one inch in diameter, and shell material equal to or greater than three inches in diameter, through visual observation on the surface within a 10,000 square foot area centered on each transect, between mean tide level (MTL) and the frontal dune toe. Transects are to be spaced no further than 5,000 feet apart with a minimum of five evenly spaced transects per project area. **A report is to be provided to the Division of Coastal Management that includes raw and summary data, field documentation, and spatial data that support the calculation of the arithmetic mean for both large sediments and shell material (total count for each divided by the number of transects).**

Local governments interested in applying for financial assistance must complete and submit **an electronic copy** of the enclosed application form with attachments. Applications must be received on or before 5:00 pm on **January 29, 2021.**

DCM will review the applications and select a number of proposals for consideration based on available funding. All applicants will be notified in February whether their project has been selected for funding. Questions and completed applications should be directed to Ken Richardson (email: Ken.Richardson@ncdenr.gov).



Applicant Name:

**Large Sediment Sampling
 2021 – 2022**

Eligible activities for this funding involve the sampling of sediments equal to or greater than one inch in diameter, and shell material equal to or greater than three inches in diameter, through visual observation on the surface, of a 10,000 square foot area centered on each transect, between mean tide level (MTL) and the frontal dune toe. Transects are to be spaced no further than 5,000 feet apart with a minimum of five evenly spaced transects per project area.

<p>Applicant:</p> <p>Federal ID #:</p> <p>Local Administrator of this Project:</p> <p>Name, Title</p> <p>Address</p> <p>(phone)</p> <p>(fax)</p> <p>email</p>	<p>Project Description:</p> <p>Include: proposed contractor, length of project area, number of transects (space no greater than 5,000 ft with min of 5 evenly spaced), labor, equipment and timeline.</p>
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A. BUDGET SUMMARY

	Grant Assistance Requested	Local Cash Contribution (not required)	Local In-Kind Contribution (not required)	TOTAL
Subcontract Costs:				
<i>Sub-contract services</i>	\$			
Subtotal	\$	\$0	\$0	\$
TOTAL BUDGET	\$	\$0	\$0	\$

*10% of the grant award will be retained until a closeout packet is received and approved by the Division of Coastal Management.

B. PROCESSES/DELIVERABLES/REPORTING BY THE APPLICANT**Match Requirements:**

No local cash or in-kind match is required.

Deliverables:

A report is to be provided to the Division of Coastal Management that includes raw and summary data, field documentation, and spatial data that support the calculation of the arithmetic mean for both sediments and shell material (total count for each divided by the number of transects).

All reports, maps, spatial data, and other documents completed as part of a contract shall carry the following notation:

“This (report, map document, etc.) was prepared by the (local gov’t name) under grant award #NA18NOS4190071/#NA19NOS4190082 to the Department of Environmental Quality, Division of Coastal Management from the Office for Coastal Management, National Oceanic and Atmospheric Administration. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of DEQ, OCM or NOAA.”

Number of copies:

One digital copy on USB Flash drive of the work called for in the contract shall be provided for review at the end of the contract period. The digital version shall be labeled with software and version. Each plan, map, and drawing shall be provided as a single digital file. Acceptable digital formats for image files include: .gif, .jpg, .bmp, and .tif. Acceptable digital formats for document files include: .doc, .docx, .txt, .xls, .xlsx, .ppt, .pptx, and .pdf. CAD or AutoCAD drawings (.dwf, .dxf, and other CAD formats) are not acceptable and should be converted to .pdf for submittal. GIS data shall be referenced to the North Carolina State Plane North American Datum 83 US Survey Foot, to include Federal Geographic Data Committee (FGDC) compliant metadata.

Reimbursement of project cost:

Actual payments of the award will be based on the Division of Coastal Management’s approval. Final requisitions and invoices for payment will be required to be received by DCM within 45 days after end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.

The community will be required to maintain and make available at proper times to DEQ/DCM all bid documents, and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and purpose of all costs incurred under the grant award for a period of five (5) years following project completion, or until an audit has been completed, whichever is later. All accounting

records and supporting documents must clearly show the contract number of the project to which they are applicable.

The community will be required to agree to refund to DEQ, subsequent to audit of the project financial records by DEQ, any funds not expended in compliance with the grant award.

C. SIGNATURE

Applicant Signature: _____
Title:

Date: _____



Applicant Name: The County of Dare, North Carolina

Large Sediment Sampling 2021 – 2022

Eligible activities for this funding involve the sampling of sediments equal to or greater than one inch in diameter, and shell material equal to or greater than three inches in diameter, through visual observation on the surface, of a 10,000 square foot area centered on each transect, between mean tide level (MTL) and the frontal dune toe. Transects are to be spaced no further than 5,000 feet apart with a minimum of five evenly spaced transects per project area.

<p>Applicant: Dare County</p> <p>Federal ID #: [REDACTED] 0293</p> <p>Local Administrator of this Project: Robert Outten</p> <p>Title: County Manager</p> <p>Address: 954 Marshall Collins Drive Manteo, NC 27954 (252) 475-5811 (252) 473-1817 outten@darenc.com</p>	<p>Project Description:</p> <p>The Dare County Board of Commissioners proposes to authorize Coastal Science & Engineering to conduct the large sediment sampling activities required by the CRC Rules (15A NCAC 07H.0312) for the following <u>two</u> beach nourishment projects on Hatteras Island in Dare County. (1) Buxton beach nourishment project encompassing 2.9 miles of oceanfront along the Village of Buxton and the Cape Hatteras National Seashore (CHNS); and (2) Avon beach restoration project encompassing 4.4 miles of oceanfront along the Village of Avon and the CHNS. The total length of the two projects is <u>7.3 miles</u>, and samples are planned to be collected along 12 transects (spaced no greater than 5,000 feet apart) to meet CRC's criteria. RTK-GNSS (Trimble® Model R10 GNSS) will be used to document sampling locations, and rulers and cameras will be used to facilitate the documentation. The sampling activities for the two projects are scheduled in March 2021 under one single deployment to achieve cost-saving.</p>
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A. BUDGET SUMMARY

	Grant Assistance Requested	Local Cash Contribution (not required)	Local In-Kind Contribution (not required)	TOTAL
Subcontract Costs:				
<i>Sub-contract services</i>	\$15,000			
Subtotal	\$15,000	\$0	\$0	\$15,000
TOTAL BUDGET	\$15,000	\$0	\$0	\$15,000

*10% of the grant award will be retained until a closeout packet is received and approved by the Division of Coastal Management.

B. PROCESSES/DELIVERABLES/REPORTING BY THE APPLICANT**Match Requirements:**

No local cash or in-kind match is required.

Deliverables:

A report is to be provided to the Division of Coastal Management that includes raw and summary data, field documentation, and spatial data that support the calculation of the arithmetic mean for both sediments and shell material (total count for each divided by the number of transects).

All reports, maps, spatial data, and other documents completed as part of a contract shall carry the following notation:

“This (report, map document, etc.) was prepared by the (local gov’t name) under grant award #NA18NOS4190071/#NA19NOS4190082 to the Department of Environmental Quality, Division of Coastal Management from the Office for Coastal Management, National Oceanic and Atmospheric Administration. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of DEQ, OCM or NOAA.”

Number of copies:

One digital copy on USB Flash drive of the work called for in the contract shall be provided for review at the end of the contract period. The digital version shall be labeled with software and version. Each plan, map, and drawing shall be provided as a single digital file. Acceptable digital formats for image files include: .gif, .jpg, .bmp, and .tif. Acceptable digital formats for document files include: .doc, .docx, .txt, .xls, .xlsx, .ppt, .pptx, and .pdf. CAD or AutoCAD drawings (.dwf, .dxf, and other CAD formats) are not acceptable and should be converted to .pdf for submittal. GIS data shall be referenced to the North Carolina State Plane North American Datum 83 US Survey Foot, to include Federal Geographic Data Committee (FGDC) compliant metadata.

Reimbursement of project cost:

Actual payments of the award will be based on the Division of Coastal Management’s approval. Final requisitions and invoices for payment will be required to be received by DCM within 45 days after end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.

The community will be required to maintain and make available at proper times to DEQ/DCM all bid documents, and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and purpose of all costs incurred under the grant award for a period of five (5) years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly show the contract number of the project to which they are applicable.

The community will be required to agree to refund to DEQ, subsequent to audit of the project financial records by DEQ, any funds not expended in compliance with the grant award.

C. SIGNATURE

Applicant Signature: David Clawson
Title: Deputy County Manager/Finance Director

Date: 1/15/2021

Dare County (Buxton Avon) Large Sediment Sampling Project Description

Sampling of sediments equal to or greater than one inch in diameter, and shell material equal to or greater than three inches in diameter, through visual observation on the surface within a 10,000 square foot area centered on each transect, between mean tide level (MTL) and the frontal dune toe.

The Dare County Board of Commissioners proposes to authorize Coastal Science & Engineering to conduct the large sediment sampling activities required by the CRC Rules (15A NCAC 07H.0312) for the following **two** beach nourishment projects on Hatteras Island in Dare County. (1) Buxton beach nourishment project encompassing 2.9 miles of oceanfront along the Village of Buxton and the Cape Hatteras National Seashore (CHNS); and (2) Avon beach restoration project encompassing 4.4 miles of oceanfront along the Village of Avon and the CHNS. The total length of the two projects is **7.3 miles**, and samples are planned to be collected along 12 transects (spaced no greater than 5,000 feet apart) to meet CRC's criteria. RTK-GNSS (Trimble® Model R10 GNSS) will be used to document sampling locations, and rulers and cameras will be used to facilitate the documentation. The sampling activities for the two projects are scheduled in March 2021 under one single deployment to achieve cost-saving.

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:


1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.

ASSURANCES - NON CONSTRUCTION PROGRAMS

The CONTRACTOR certifies that with regard to:

LOBBYING - To the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Authorized Signature: 
Deputy County Manager/Facilities Director

Date: 2/1/2021

ASSURANCES - NON CONSTRUCTION PROGRAMS

The **CONTRACTOR** certifies that with regard to:

DEBARMENT and SUSPENSION - To the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Authorized Signature: David Allen
Deputy County Manager/Finance Director

Date: 2/1/2021

ASSURANCES - NON CONSTRUCTION PROGRAMS

The CONTRACTOR certifies that with regard to:

DRUG-FREE WORK PLACE REQUIREMENTS - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (e) Notifying the agency within ten (10) days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or,
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

Authorized Signature: _____

David Dean
Deputy County Manager / Finance Director

Date: _____

2/1/2021

AH. # 4

GRANT CONTRACT NO. CW20490
Large Sediment Sampling 2021 - 2022
ATTACHMENT I

Supporting material
for this agenda item is on file
in the office of the Clerk
to the Board of Commissioners



Dare County Conflict of Interest Policy

Description

The Conflict of Interest Policy attached is the same as has been in place for a number of years. One of the granting agencies has asked for a more current policy.

Board Action Requested

Re-Adopt Conflict of Interest Policy

Re-adopted

Item Presenter

Robert Outten, County Manager

Cheryl C. Anby, Clerk to the Board 4/20/2020



CONFLICT OF INTEREST POLICY

It is in the interest of the County, individual staff, and Board Members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

The Dare County Board of Commissioners does hereby adopt the following Conflict of Interest Policy:

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. The County serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the County and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and County. Employees are called to maintain a sense of fairness, civility, ethics, ethics and personal integrity even though law, regulation, or custom does not require them.

Employees, members of employee’s immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization;
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

Violators of the above standards will be subject to disciplinary action up to and including dismissal and/or prosecution to the extent permitted by state and local regulations.

Adopted the 20th day of April, 2020.



Robert Woodard, Sr., Chairman
Dare County Board of Commissioners

Attest:
Cheryl C. Anby, Clerk to the Board

Certificate Of Completion

Envelope Id: EE2E1656AA8E4DD891464929A74B5ABE	Status: Sent
Subject: Please DocuSign: CW20490 County of Dare Grant agreement (Buxton_Avon).pdf	
Source Envelope:	
Document Pages: 33	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Traci Rains
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	217 W. Jones Street
	Raleigh, NC 27699
	Traci.Rains@ncdenr.gov
	IP Address: 149.168.204.10

Record Tracking

Status: Original	Holder: Traci Rains	Location: DocuSign
4/9/2021 3:09:53 PM	Traci.Rains@ncdenr.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: North Carolina Department of Environmental Quality	Location: DocuSign

Signer Events

Signature	Timestamp
Robert Outten outten@darenc.com Security Level: Email, Account Authentication (None)	Sent: 4/9/2021 3:21:54 PM Viewed: 4/9/2021 3:45:05 PM
Electronic Record and Signature Disclosure: Accepted: 4/9/2021 3:45:05 PM ID: b2c75595-cd3f-4057-8ec5-596f8f427188	

Karen Kelly
karen.kelly@ncdenr.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Mike Lopazanski
mike.lopezanski@ncdenr.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

COPIED	Sent: 4/9/2021 3:21:54 PM Viewed: 4/9/2021 3:27:08 PM
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Carbon Copy Events	Status	Timestamp
Traci Rains traci.rains@ncdenr.gov Purchasing Agent NCDEQ Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/9/2021 3:21:54 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/9/2021 3:21:54 PM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, North Carolina Department of Environmental Quality (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact North Carolina Department of Environmental Quality:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: susan.penman@ncdenr.gov

To advise North Carolina Department of Environmental Quality of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at susan.penman@ncdenr.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from North Carolina Department of Environmental Quality

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to susan.penman@ncdenr.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with North Carolina Department of Environmental Quality

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to susan.penman@ncdenr.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify North Carolina Department of Environmental Quality as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by North Carolina Department of Environmental Quality during the course of my relationship with you.



*DHHS - Social Services Division
Request to Purchase Northwoods Traverse Software for Use in Adult and Family Services*

Description

Social Services is requesting approval to purchase Northwoods Traverse software for use in the Adult Services and Family Services units.

See attachment for additional information.

Board Action Requested

Approve purchase of software

Item Presenter

n/a

Northwoods Traverse provides a document and data management solution that creates an almost paperless work environment. DSS has been using Northwoods Pilot and Co-Pilot since 2017 and would like to transition to Traverse because Co-Pilot will no longer be supported beginning in 2022. Co-Pilot is the mobile application, and the piece of the Northwoods' product that creates the greatest worker efficiency in collecting data and documents. Moving to Traverse will allow social workers to continue to have a mobile application.

During the transition, Northwoods will migrate the existing taxonomy and documents to Traverse. To financially assist the county with the transition, Northwoods is offering a 50% discount on the first year subscription and the professional services to migrate to Traverse, bringing our cost down to \$100,466. Our annual cost for years two and three is \$79,000, an annual savings of \$18,070 over our current annual costs. Additionally, the state has approved for the Department to purchase Traverse and receive federal reimbursement of approximately 30%.

Child Welfare is not included in the Traverse request because Dare County is a pilot county for the state's NCFast solution for data and document management.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (hereinafter referred to as “Agreement” or “SaaS Agreement”) is made and entered when fully executed by signatures of both parties (“Effective Date”) by and between Northwoods Consulting Partners, Inc., an Ohio corporation with its principal offices at 5200 Rings Road, Dublin, Ohio 43017, USA, (hereinafter referred to as “Northwoods”), and Dare County Department of Social Services (hereinafter referred to as “You” “Your” or “User”).

1. **Definitions.** As used in this Agreement, the following definitions apply to capitalized terms:
 - a) “Aggregate/Anonymous Data” means: (i) data generated by aggregating Your Data with other data so that the results are non-personally identifiable with respect to You or your customers; and (ii) anonymous learning, logs, and data regarding the use of the Services.
 - b) “Charges” means the amounts to be paid by You for the right to use any of the applicable Software, Services and/or hardware or other Third Party Products under the terms of this Agreement. The Charges are described in Attachment A and the payment schedule for these Charges are defined in Schedule A1.
 - c) “Documentation” means Northwoods’ and any Third Party electronic user guides, documentation, and help and training materials, as updated from time to time.
 - d) “Northwoods Software” means the Compass®, Traverse®, or other proprietary Northwoods-branded, computer programs, in object code form, and their associated documentation. Attachment A lists separately the various modules and quantities (where applicable) of Northwoods Software made available to You and Attachment B contains the terms of use applicable to the Northwoods Software.
 - e) “Service Level Agreement” or “SLA” defines the terms under which the Software will be available to You, as defined in Schedule C1.
 - f) “Services” means the professional services that are ordered by and paid by You.
 - g) “Software” means collectively Northwoods Software and any Third Party Products.
 - h) “Statement of Work” means the detailed work plan for the initial implementation, attached hereto as Attachment D.
 - i) “Subscription Date” means September 1, 2021.
 - j) “Support Services” means the maintenance and support services to be provided by Northwoods in accordance with Attachment C.
 - k) “Third Party Products” means any product or software program acquired by Northwoods from an outside vendor on Your behalf under the terms of this Agreement. Attachment A lists separately the various Third Party Products made available to You.
 - l) “Your Data” means electronic data and information submitted by You or for You to the Services or collected and processed by or for You using the Services.
 - m) “Your Database” means a collection of data records that are maintained as a single logical area that is used, accessed, or acted upon by You.
2. **Northwoods’ Responsibilities.** Northwoods will (i) make the Software available to You pursuant to this Agreement; (ii) provide Services for the initial implementation of this project, as described more fully in Attachment D; and (iii) provide our Support Services to You, as described more fully in Attachment C.
3. **Order of Precedence.** In the event there is a conflict between this Agreement and the attached Scope of Work, the terms of this Agreement shall govern.
4. (a) **Term of Agreement.** This Agreement commences on the Effective Date and continues until all User Subscriptions granted in accordance with this Agreement have expired or have been terminated.

(b) **Term of User Subscriptions.** User subscriptions commence on the Subscription Date and continue for a period of three years (“Initial Term”). At the end of the Initial Term, the subscription(s) will automatically renew for a period of three (3) years (“Option Terms”). Either Party may terminate this Agreement as of the last day of the Initial Term or any Option Term by giving the other Party not less than sixty (60) days’ written notice of termination prior to the last day of the Initial Term, or the last day of any Option Term.
5. **Initial Implementation.** Northwoods will furnish only such staff, materials, supplies, and labor for the initial implementation as detailed in the Statement of Work for this Project. Upon execution by both parties, any subsequent Statement of Work will become part of this Agreement. The Parties may modify the requirements of any Statement of Work through a written change order, and such written change order will become part of the respective Statement of Work when executed by authorized representatives of both parties.

6. Charges and Payment Terms.
 - a) You agree to pay Northwoods the Charges at the times and in the amounts set forth in Schedule A1.
 - b) Invoices are payable net thirty (30) days after receipt of invoice. Failure to remit timely payment of any invoice may result in Northwoods ceasing work on the initial implementation and/or ceasing to provide the Software or the Services.
 - c) Any delay in the project that is the direct result of Your failure to comply with the terms of this Agreement and any of its Attachments or Schedules may result in Northwoods ceasing work on the initial implementation and will require You to reimburse Northwoods' actual costs incurred as a result of said delay.
7. Taxes. Fees are exclusive of taxes and You will promptly pay or reimburse Northwoods for all taxes arising out of this Agreement, whether or not Northwoods provided prior notice of, or invoiced, any such taxes to You. For purposes of this Agreement, "taxes" means any sales, use, and other taxes (other than taxes on Northwoods' income), export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement that are imposed by any government or other authority. If You are required to pay or withhold any tax in respect of any payments due to Northwoods hereunder, You will gross up payments actually made such that Northwoods receives sums due hereunder in full and free of any deduction for any such tax. If You are legally entitled to an exemption from the payment of any taxes, You will promptly provide Northwoods with legally sufficient tax exemption certificates for each taxing jurisdiction for which it claims exemption.
8. You acknowledge and understand that the output of Northwoods Software is not intended to replace human discretion, decision-making or research, but is to be used as a guidance tool only.
9. Ownership.
 - a) Your Data shall be considered confidential information and remains Your sole and exclusive property. Notwithstanding the foregoing, and subject to Section 11 below, You grant Northwoods a limited, revocable, royalty-free license to use Your Data only for the purpose of providing and continually improving and refining the Software. The license grant includes a license to store, transmit, maintain, and display Your Data only to the extent necessary to provide the Software to You.
 - b) Customizations. Any customization of Northwoods Software specifically for You or at Your request is owned by You, with all rights, title, and interest to such customization being assigned to You. For such customizations, You grant Northwoods a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, and distribute such customization(s) for its own business purposes and for use with other customers.
 - c) Aggregate/Anonymous Data. You agree that Northwoods will have the right to generate Aggregate/Anonymous Data. Notwithstanding anything to the contrary herein, the Parties agree that Northwoods may use Aggregate/Anonymous Data for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Northwoods' products and services and to create and distribute reports and other materials). Northwoods will not distribute Aggregate/Anonymous Data in a manner that personally identifies You or your customers.
 - d) Feedback. If You elect to provide any feedback, suggestions, comments, improvements, ideas, or other information to Northwoods regarding the Service(s) ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Northwoods to use that Feedback without restriction and without payment to you. Accordingly, you hereby grant to Northwoods a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose.
10. Privacy. You are aware and agree that Northwoods may, as part of the normal operation and support of the Northwoods Software, collect information related to the use of the Northwoods Software, through tracking and other technologies. Northwoods does so to gather usage statistics and information about the effectiveness of our products for the purpose of improving user experience.
11. Publicity. You authorize Northwoods to identify You as a client, and to use Your name and logo in any of Northwoods' mutually agreed to advertising copy, promotional material, and/or press releases.
12. Termination.
 - a) If either Party is in default of any of its material obligations hereunder, and has not commenced cure within ten (10) days and effected cure within thirty (30) days of receipt of written notice of default from the other Party, then this Agreement may be terminated.
 - b) In the event of termination, You shall be responsible for payment for all Software and Services rendered by Northwoods through the date of termination.
 - c) Upon termination of this Agreement for any reason, You shall immediately (i) discontinue any and all use of the Software and Documentation; and (ii) either (A) return the Documentation to Northwoods, or (B) with the prior permission of Northwoods, destroy the Documentation and certify in writing to Northwoods that You have completed



such destruction. Further, upon termination of this Agreement, Northwoods may immediately deactivate Your account.

- d) Upon request, within thirty (30) days of the date of termination of this Agreement by either Party, Northwoods will make Your Data available to You. After the thirty (30) day period, Northwoods will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Northwoods' possession or control, unless legally prohibited.

13. Warranties.

- a) Each party represents and warrants that it has the legal power to enter into this Agreement. Northwoods warrants: (i) the Software will substantially conform in all material respects with the applicable Documentation; (ii) Northwoods further represents and warrants that it has all rights required to provide the Software to You and that to the best of Northwoods' knowledge the Software does not infringe upon or violate the United States patent rights of any third party or the copyright or trade secret right of any third party; and (iii) the functionality of the Software will not be decreased from that available as of the Effective Date.
- b) If any modifications, additions, or alterations of any kind or nature are made to the Software by You or anyone acting with Your consent or under Your direction, all warranties will immediately terminate.
- c) NORTHWOODS HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, WHETHER IN RELATION TO THE SOFTWARE, HARDWARE, OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.

14. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. In no event shall either Party be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever arising out of or in any way related to the Software or Services even if Northwoods has been advised of the possibility of such damages.

15. Indemnification.

- a) *Cyber/Security Breach Indemnification.* In the event of any claim by a third party against You (the "Cyber Claim"), alleging that You and/or Northwoods caused a breach of the security, confidentiality, or integrity of Your Data, You will notify Northwoods of the Cyber Claim in writing within five (5) business days of the receipt of the Cyber Claim and tender sole control of the Cyber Claim to Northwoods and/or its insurer(s) and Northwoods will defend such Cyber Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such Cyber Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such a breach is found, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and indemnified by You with respect to any Cyber Claim, to the extent that the Cyber Claim is based upon the sole negligence or willful misconduct of You. If You and Northwoods are both at fault in connection with the data breach, Northwoods' obligation to defend and indemnify shall be limited and proportional to the parties' relative fault.
- b) *IP Indemnification.* In the event of any claim by a third party against You (the "IP Claim"), alleging that the use of the Northwoods Software infringes upon any intellectual property rights of such third party, You will notify Northwoods and/or its insurer(s) of the IP Claim in writing within five (5) business days of the receipt of the IP Claim and tender sole control of the IP Claim to Northwoods and/or its insurer(s) and Northwoods will defend such IP Claim in Your name at Northwoods' expense, and will indemnify You against any liability actually paid by You, including but not limited to reasonable attorneys' fees and disbursements arising out of such IP Claim, to the extent that Northwoods' insurance policies provide coverage for such indemnification obligation. Northwoods' indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Northwoods' insurance policies. In the event such an infringement is found and Northwoods cannot either procure the right to continued use of the Northwoods Software, or replace or modify the Northwoods Software with a non-infringing program, then Northwoods may terminate this Agreement. Notwithstanding the foregoing, Northwoods shall have no obligation to defend or indemnify You, and Northwoods will be defended and indemnified by You with respect to any IP Claim, to the extent that the IP Claim



is based upon (i) the negligence or willful misconduct of You; (ii) the use of the Northwoods Software in combination with other products or services not made or furnished by Northwoods, provided that the Northwoods Software alone is not the cause of such IP Claim; or (iii) the modification of the Northwoods Software or any portion thereof by anyone other than Northwoods, provided that the Northwoods Software in unmodified form is not the cause of such IP Claim.

16. Confidentiality.

- a) Each party (including its employees and agents) will use the same standard of care, but in no event less than reasonable care, that it uses to protect any confidential information of the other party that is disclosed during negotiation or performance of this Agreement.
- b) You will take adequate steps and security precautions to prevent unauthorized disclosure of information which is proprietary to Northwoods and/or the owner of the Third Party Products. This includes, but is not limited to: (i) instructing Your employees that have access to such information not to copy or duplicate the same or any part thereof and to withhold disclosure or access or reference thereto from unauthorized third parties; and (ii) maintaining proper control of passwords and security procedures to prevent unauthorized access to Your Database.

17. Notices. All official notifications, including but not limited to, termination of this Agreement must be sent to the other Party's authorized representative. All notices required under this Agreement will be in writing and deemed delivered upon: (1) personal delivery; (2) three (3) days subject to being posted with the U.S. registered or certified mail, return receipt requested; or (3) two (2) days after deposit with a commercial express air courier specifying next day delivery, with verification of receipt.

Northwoods' authorized representative for the purpose of administration of this contract is:

Name: Sarah Edwards, General Counsel and Chief Administrative Officer
5200 Rings Road
Dublin, OH 43017
Telephone: (614) 781-7800
Email: Sarah.Edwards@teamnorthwoods.com

Your authorized representative for the purpose of administration of this contract is:

Name:
Address:

Telephone:
Email:

18. Neither Party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other Party hereto. Any such assignment without the prior written consent of the other Party hereto shall be void.
19. This Agreement shall be binding upon all parties hereto and upon their respective heirs, executors, administrators, successors, and permitted assigns.
20. This Agreement shall not be modified in any manner except by an instrument, in writing, executed by all parties to this Agreement.
21. This Agreement and any claim, action, suit, proceeding, or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Ohio without regard to its conflicts of laws provisions. Venue and jurisdiction for any action, suit, or proceeding arising out of this Agreement shall vest exclusively in the federal or state courts of general jurisdiction in Franklin County, Ohio.
22. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.



23. Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership, association or joint venture between the parties in the conduct of the provisions of this Agreement. Northwoods shall at all times have the status of an independent contractor.
24. If by reason of *force majeure* either party is unable in whole or in part to act in accordance with this Agreement, the party shall not be deemed in default during the continuance of such inability. The term "*force majeure*" as used herein shall include without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.
25. Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.
26. This Agreement may be executed in one or more identical counterparts, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. This Agreement may also be executed electronically. Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.
27. This Agreement sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof.

*Signature Page Follows
Remainder of Page Intentionally Blank*



IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original, as of the date first above written.

NORTHWOODS CONSULTING PARTNERS, INC.

By: _____

Nick Patel, Chief Financial Officer

Date: _____

DARE COUNTY DEPARTMENT OF SOCIAL SERVICES

By: _____

Name: _____

Title: _____

Date: _____



Date Submitted: 05/18/2021

Expiration Date: 06/30/2021

Quote for Traverse

Prepared for Dare County DSS
 Prepared by Chris Mease, Northwoods Consulting Partners

Summary

The following is a fixed quote of Software-as-a-Service (SaaS) and Professional Services for the implementation of Traverse within Dare County DSS.

First Year Cost

Description	Period	Code	Cost
Traverse Subscription (25,001-50,000 Population)	Year 1	SaaS-TRV-P0	\$79,000.00
Traverse Professional Services	Year 1	PS-TRV-H1	\$146,000.00
Upfront Content Migration (Approx. 173,000 Images)	Year 1	PS-TRV-H1	\$10,380.00

First Year Total **\$235,380.00**

CoPilot to Traverse Migration Incentives

Description	Code	Cost
CoPilot to Traverse Year 1 SaaS Reduction*	SaaS - TRV-P0	\$45,030.00
CoPilot to Traverse Professional Services Reduction*	PS-TRV-H1	\$84,002.00
CoPilot to Traverse Content Migration Reduction*	PS-TRV-H1	\$5,882.00

Incentive Total **\$134,914.00**

After Incentive First Year Cost

Description	Period	Code	Cost
Traverse Subscription (25,001-50,000 Population)	Year1	SaaS-TRV-P0	\$33,970.00
Traverse Professional Services	Year1	PS-TRV-H1	\$61,998.00
Upfront Content Migration (Approx. 173,000 Images)	Year1	PS-TRV-H1	\$4,498.00

After Incentive Total **\$100,466.00**

Annual Ongoing Cost After First Year

Description	Period	Code	Cost
Traverse Subscription (25,001-50,000 Population)	Year 2	SaaS-TRV-P0	\$79,000.00
Traverse Subscription (25,001-50,000 Population)	Year 3	SaaS-TRV-P0	\$79,000.00

3 Year SaaS Total **\$191,970.00**

* - Northwoods is offering an incentive for current CoPilot customers to migrate to Traverse. Customer must be in contract before June 30, 2021 to be eligible for this discount. Additional terms and conditions apply.



SCHEDULE A1
Payment Terms

DESCRIPTION	AMOUNT DUE
Northwoods Software Subscription for Traverse (Initial Term)*	
Year 1 – Due upon execution of Agreement	\$33,970.00
Year 2 – Due on anniversary of Subscription Date	\$79,000.00
Year 3 – Due on anniversary of Subscription Date	\$79,000.00
Upfront Content Migration	
Due upon execution of Agreement	\$4,498.00
Professional Services	
30% due upon completion of the Startup Phase of the Project	\$18,599.40
20% due upon completion of the Design Phase of the Project	\$12,399.60
20% due upon completion of the Test Phase of the Project	\$12,399.60
20% due upon completion of the Deploy Phase of the Project	\$12,399.60
10% due upon completion of the Closeout Phase of the Project	\$6,199.80

* Software subscription payments are subject to fee increases for each Option Term.



ATTACHMENT B
Terms of Service

1. USAGE GRANT:

- (a) Northwoods grants to You, for the term of this Agreement, a non-exclusive, non-assignable (except as herein provided), non-transferable, right to use the Northwoods Software solely for use by You internally, and only for capturing, storing, processing and accessing Your Data. You shall not make any use of the Northwoods Software in any manner not expressly permitted in this Attachment B.
- (b) You acknowledge and understand that the Northwoods Software is available for use only during the term of this Agreement (as defined in the Software as a Service Agreement).
- (c) You agree: (1) not to remove any Northwoods' notices in the Northwoods Software or Documentation; (2) not to sell, transfer, rent, distribute, make available, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Northwoods Software or Documentation; (4) attempt to gain unauthorized access to the Software or its related systems or networks; (5) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Northwoods Software; and (6) not to prepare derivative works from the Northwoods Software or Documentation.
- (d) You may not assign, transfer or sublicense all or part of Your rights without the prior written consent of Northwoods; provided that Northwoods agrees that such consent shall not be unreasonably withheld in the case of any assignment by You of Your rights in their entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of Your assets that assumes in writing all of Your obligations and duties under this Attachment B.
- (e) The Northwoods Software may be bundled with software owned by third parties. Such third party software is available for use solely within the Northwoods Software and is not to be used on a stand-alone basis. Notwithstanding the above, You acknowledge that the Northwoods Software may include open source software governed by an open source license, in which case the open source license may grant you additional rights to such open source software.

2. OWNERSHIP:

- (a) Notwithstanding the ownership of any customization made to the Northwoods Software for User or at User's request, Northwoods and its licensors retain all right, title, and interest in and to the Northwoods Software and related documentation and materials, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Northwoods Software. The Northwoods Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Northwoods Software are transferred to You. You agree that nothing in this Agreement or associated documents gives You any right, title or interest in the Northwoods Software, except for the limited express rights granted herein.
- (b) You (i) are responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, Your use of Your Data with the Software; and (iii) must use commercially reasonable efforts to prevent unauthorized access to or use of the Northwoods Software, and notify Northwoods promptly of any such unauthorized access or use.

3. CUSTOMER RESPONSIBILITIES:

- (a) In order to use the Northwoods Software, You must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based Content. You must also provide all equipment necessary to make (and maintain) such connection to the World Wide Web.
- (b) You agree to provide at least one (1) "System Administrator" responsible for the administration, supervision and management of the Software.
- (c) You will provide and assign a unique password and user names to each authorized user. You acknowledge and agree that You are prohibited from sharing passwords and or user names with unauthorized users. You will be responsible for the confidentiality and use of Your (including Your employees') passwords and user names. You agree to



notify Northwoods if You become aware of any loss or theft or unauthorized use of any of Your passwords, user names, and/or account number.



ATTACHMENT C
Ongoing Support

SUPPORT CENTER ACCESS

Ongoing support services are provided via Northwoods Support Center and generally will be available during the hours of 7:00 a.m. to 5:00 p.m., in the applicable time zone for the User, Monday through Friday, excluding Northwoods’ holidays, or as otherwise provided by Northwoods to its end users in the normal course of its business, either by telephone or Northwoods Customer Portal, in accordance with the severity levels described below.

ESCALATION / SEVERITY LEVELS

Issues will be generally categorized and handled according to an assigned severity level, as follows:

Severity Level	Description and Examples
Level 1 – High	Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available
Level 2 – Medium	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable.
Level 3 – Low	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

For Severity Level 1 issues, Users must call the Support Center.

For Severity Levels 2 and 3, Users should submit cases over the Web via the Northwoods Customer Portal.

Upon case submission, Users will be asked to provide their organization name, contact information and case details, and each case will be assigned a unique case number. A Northwoods Representative will use commercially reasonable efforts to call or e-mail the User within one (1) business day and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in Northwoods’ reasonable determination. Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis.

TELEPHONE SUPPORT

The Telephone Support phone number is 833-323-2637

SUBMITTING A CASE

Users may log a case as follows:

1. For Severity Levels 2 and 3 issues, use the Northwoods Customer Portal at <https://portal.teamnorthwoods.com> to click the “New Case” button and provide the requested information.



2. For Severity Level 1 issues, Users must call the Support Center.

REPRODUCING ERRORS

Northwoods must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Northwoods to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Users may be asked to provide remote access to their account and/or desktop system for troubleshooting purposes.

EXCLUSIONS

Ongoing Support does not include any of the following:

- Assistance with password resets. Users should click the “Don’t remember your password?” link on the login page or contact their system administrator;
- Assistance with username(s). Users should contact their system administrator;
- Assistance with lockouts due to incorrect login attempts. Users should contact their system administrator to unlock the account, or wait for the lockout period to expire;
- Assistance in developing User-specific customizations;
- Assistance with non-Northwoods products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems; or
- Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers.

Northwoods is also not responsible for providing, nor obligated to provide, support services under this Agreement if User requested integration services and changes are made to the source data subsequent to Northwoods performing the integration services. This includes, but is not limited to, (i) making changes to the format of the source data; (ii) changing, removing, or introducing new APIs; (iii) changing, removing, or introducing an enterprise service bus; and (iv) changing, removing, or introducing direct database access. Any request by User for Northwoods to support such an instance is available at the sole discretion of Northwoods and Northwoods reserves the right to bill for any such request on a time and materials basis at Northwoods’ then-current rates.

DOCUMENTATION AND VIDEOS

Where applicable, all pertinent product documentation is available through the application’s help feature and/or Northwoods Customer Portal. Fully searchable and regularly updated, product documentation and videos provide customers with specifics around product features, functionality, configurable settings, and product updates.



SCHEDULE C1 Service Level Agreement

Service Commitment

This Service Level Agreement (SLA) applies to You because you have contracted for web-based software and/or infrastructure hosting services (“Hosting Services”).

Northwoods will use commercially reasonable efforts to make its Hosting Services available with a monthly System Availability Percentage (defined below) of at least 99.9% (“Service Commitment”).

Definitions

“System Availability Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Hosting Services were Unavailable to You. System Availability Percentage measurements exclude downtime resulting directly or indirectly from any Hosting Services Exclusion (defined below).

“Scheduled Downtime” equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Northwoods will work with You to determine and use commercially reasonable efforts to schedule any such downtime after regular business hours, during times that minimize the disruption to operations. The amount of Scheduled Downtime may vary from month to month depending on the level of change to the system.

“Unavailable” and “Unavailability” mean all of your running instances have no external connectivity.

Service Credits

Service credits are calculated as a percentage of the total charges paid by You annually for the Hosting Services, divided by twelve (12) to determine the credit for the month in which the Unavailability occurred.

In the event Northwoods does not meet the Service Commitment, You may be eligible to receive a 10% service credit. Northwoods will apply any such service credit only against future Hosting Services payments otherwise due from You. Service credits will not entitle You to any refund or other payment from Northwoods. Service credits may not be transferred or applied to any other account You may have with Northwoods. Unless otherwise provided, Your sole and exclusive remedy for any Unavailability, non-performance, or other failure by Northwoods to provide the Hosting Services is the receipt of a service credit in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a service credit, You must submit a claim by contacting the Northwoods Support Center. To be eligible, the credit request must be received by us by the end of the calendar month after which the incident occurred and must include:

- The words “SLA Credit Request” in the subject line;
- The dates and times of each Unavailability incident that you are claiming;
- Your request logs that document the errors and corroborate your claimed outage.



If the System Availability Percentage of such request is confirmed by Northwoods and is less than the Service Commitment, then Northwoods will issue the service credit to You and will apply such credit against your next annual invoice for Hosting Services. Your failure to provide the request and other information as required above will disqualify You from receiving a service credit.

Hosting Services Exclusions

The Service Commitment does not apply to any Unavailability, suspension, or termination of Hosting Services: (i) caused by factors outside of our reasonable control, include any force majeure event or internet access or related problems beyond the demarcation point of the hosting data center; (ii) that result from any actions or inactions of You or a third party, including failure to acknowledge a recovery volume; (iii) that result from Your equipment, software, or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (iv) that are due to any Scheduled Downtime (collectively, the “Hosting Services Exclusions”). If availability is impacted by factors others than those used in our System Availability Percentage calculation, then we may issue a service credit considering such factors at our discretion.

ATTACHMENT D

Statement of Work
See Attachment



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**
Division of Social Services

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

SUSAN OSBORNE • Assistant Secretary for County Operations for
Human Services

May 19, 2021

MEMORANDUM

To: Chuck Lycett, Director
Dare County Department of Social Services

From: Shauna Shaw, Chief
Performance Management/Reporting and Evaluation Management Section/
Information Systems Support

Re: Receipt of Computer Equipment Acquisition Plan, State Fiscal Year 2020-2021

This is to confirm that your revised Computer Equipment Acquisition Plan was received on May 12, 2021 and approved by the Division of Social Services on May 19, 2021. The total amount of this Plan consists of \$117,690.00 in software costs. Filing this Plan with my office completes the requirements for county Information Technology purchases under the Division of Social Services Fiscal Manual. A copy of this memorandum should be retained for audit purposes.

Federal Financial Participation (FFP) may not be claimed for development or acquisition of custom developed software, customization of off the shelf software, or purchase of specialized human services software without prior approval of the Division. Such approval will be granted only when the project is capable of meeting state wideness criteria, since FFP will not be approved unless available for development or acquisition in any other county. Nor can FFP be claimed for software performing functions determined to be within scope for NCFast or integrated within a more comprehensive case management software solution that performs functions determined to be within scope for NCFast. If the above plan contains any software of this type, it may not be claimed for reimbursement as part of this purchase.

For approvals that include Traverse, please note that it is still the goal of NCDHHS to implement a statewide child welfare solution. That solution may contain components that could be considered duplicative of some or all functionality that Traverse provides. Therefore, future FFP claims for Traverse functions may need to be reassessed.

“If any information contained within the COTS Waiver, the approval letter, or our responses to ACF regarding the COTS Waiver is incorrect as it relates to your county’s vendor contract, you must notify it so we can determine whether our waiver needs amending.”

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES •

PERFORMANCE MANAGEMENT SECTION

LOCATION: 820 S. Boylan Avenue, Hargrove Building, Raleigh, NC 27603

MAILING ADDRESS: 2415 Mail Service Center, Raleigh, NC 27699-2401

www.ncdhhs.gov • TEL: 919-527-6260 • FAX: 919-334-1052

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER



Board Appointments

Description

The following Board has an appointment this month:

1. Juvenile Crime Prevention Council
2. Manns Harbor Community Center
3. Rodanthe-Waves-Salvo Community Center
4. Land Transfer Tax Appeals Board
5. Upcoming Board Appointments

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Juvenile Crime Prevention Council

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

JUVENILE CRIME PREVENTION COUNCIL

(Two Year Term)

As outlined and funded by the Juvenile Justice Reform Act of 1998, the Juvenile Crime Prevention Council assumes responsibility for assessing needs, funding community-based alternatives for troubled youth who enter the courts, and supporting prevention programs.

The following terms expire this month and the members listed wish to be reappointed:

Robert Trivett - Originally apptd. 1/2012

Molly McGinnis - Originally apptd. 3/2018

Vance Haskett - Originally apptd. 1/2008

Gail Hutchison - Originally apptd. 6/2013

Jennifer Karpowicz - Originally apptd. 7/2009

Edward Hall, Jr. - Originally apptd. 6/2018

Keith Letchworth - Originally apptd. 1/2016

Steve House - Originally apptd. 6/2017

Laura Twichell - Originally apptd. 6/2015

Shelia Davies - Originally apptd. 1/2003

Katherine Irby - Originally apptd. 1/2003

Marcus Hester-Smith - Originally apptd. 6/2019

The following members listed below do not wish to be reappointed.

Pat Hudspeth – Juvenile Defense Attorney position

Chelsea Artzt – Student rep under 18 position

Craig S. Albert (at large)

Nancy Griffin (at large)

The JCPC Board requests Sara Sampson, Executive Director of Children and Youth Partnership, be appointed to replace Nancy Griffin as an at-large member

Other Members: See attached list

JUVENILE CRIME PREVENTION COUNCIL

(Two Year Term)

**As outlined and funded by the Juvenile Justice Reform Act of 1998,
the Juvenile Crime Prevention Council assumes responsibility for assessing
needs, funding community-based alternatives for troubled youth who enter
the courts, and supporting prevention programs.**

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Robert Trivette P.O. Box 888 Kitty Hawk, NC 27949 261-9727 (H), 305-3739 (W) (District Court Judge/Co. Comm. Appt.)	6/21	Apptd. 1/12 Reapptd. 6/13,15,17,19
Molly McGinnis 121 Fort Hugar Way Manteo, NC 27954 489-9405 Cell 489-7050 Work Cell mcginnismo@daretolearn.org (School Supt. or designee)	6/21	Apptd. 3/18, 6/19
Vance Haskett P.O. Box 246 Manteo, NC 27954 252-473-2069 (Police Chief)	6/21	Apptd. 1/08 Reapptd. 7/09,11,13,15, 17, 19
Gail Hutchison 6115 Hwy 64 Manns Harbor, NC 27953 252-216-8337 (Local Sheriff or designee)	6/21	Apptd. 6/13 Reapptd. 6/15,17,19
Jennifer Karpowicz P.O. Box 1276 Manteo, NC 27954 919-357-5700 (Asst. Dist. Atty. or designee)	6/21	Apptd. 7/09 Reapptd. 6/11,13,15,17, 6/19
Edward Hall, Jr. Chief Court Counselor, District 1 1305 McPherson Street Elizabeth City, NC 27909 252-331-4759 (O) Edward.hall@ncdps.gov (Chief Court Counselor or designee)	6/21	Apptd. 6/18, 19
Keith Letchworth 1708 E. Arlington Blvd. Greenville, NC 27834 252-347-6365 (Director AMH/DD/SA or designee)	6/21	Apptd. 1/16 Reapptd. 6/17,19

Shannon T. Glaser, Treas. 706 Canal Drive Kill Devil Hills, NC 27948 252-475-5753 (W) (County Manager or designee)	10/21	Apptd. 10/19
Melinda Mogowski P.O. Box 3707 Kill Devil Hills, NC 27948 252-441-3536 (Substance Abuse Professional)	6/22	Apptd. 1/99 Reapptd. 1/01,03, 10/04,06,08, 6/10 12, 14, 16, 18, 20
Stephen Wescott P.O. Box 2148 Manteo, NC 27954 252-216-6358 (Member of Faith Community)	6/22	Apptd. 11/11 Reapptd. 6/12,14,16 6/18, 20
Steve House 288 N. Dogwood Trail PO Box 1093 Southern Shores, NC 27949 216-8985 (C); 305-9258 (H) Steve.house@darenc.com (County Commissioner)	6/21	Apptd. 6/17 Reapptd. 6/19
Pat Hudspeth, Chair 5200 Pine Hill Lane Kitty Hawk, NC 27949 252-473-3484 (Juvenile Defense Attorney)	6/21	Apptd. 3/08 Reapptd. 09,11,13,15 17, 19
Jamie Koch 1712 Virginia Ave Kill Devil Hills, NC 27948 252-339-3516 (At Large)	10/21	Apptd. 04/21
Jennifer Alexander 116 Tall Pines Court Kill Devil Hills, NC 27948 252-202-2777 jnicolealexander@yahoo.com (Member of Business Community)	6/22	Apptd. 1/19 Reapptd. 6/20
Chelsea Artzt P.O. Box 913 Avon, NC 27915 252-995-9595(B); 865-306-9458 (H) chelseaartzt@gmail.com (Student Representative)	6/21	Apptd. 6/19
Michael Lewis P.O. Box 1490 Manteo, NC 27954 252-216-5257 (H) 252-473-5121 (Rep. United Way/other Non-profit)	6/22	Apptd. 2/16 Reapptd. 6/16,18,20

<p>Laura Twichell P.O. Box 2311 Manteo, NC 27954 315-345-6464 (At Large)</p>	<p>6/21</p>	<p>Apptd. 6/15 Reapptd 6/17, 19</p>
<p>Shelia Davies P.O. Box 669 Manteo, NC 27954 252-475-5500 (W) (Director-Health & Human Services)</p>	<p>6/21</p>	<p>Apptd. 1/03 Reapptd. 10/04,05,07 09,11,13,15, 17, 19</p>
<p>Katherine Irby P.O. Box 1000 Manteo, NC 27954 473-4290 (4-H/SOS-At Large)</p>	<p>6/21</p>	<p>Apptd. 1/03 Reapptd. 10/04,05,07 09,11,13,15, 17, 19</p>
<p>Marcus Hester-Smith 935 Hwy 64/264 Manteo, NC 27954 252-489-0838(H) 252-473-4800(B) Hestersmithobx@gmailcom (At Large)</p>	<p>6/21</p>	<p>Apptd. 6/19</p>
<p>Tim White P.O. Box 1000 Manteo, NC 27954 252-475-5916 (Director, Parks & Rec.)</p>	<p>6/22</p>	<p>Apptd. 6/08 Reapptd.6/10,12,14,16 6/18, 20</p>
<p>Craig S. Albert 74 Gravey Pond Lane Southern Shores, NC 27949 440-666-2209 (H) graveypond@yahoo.com (At Large)</p>	<p>6/21</p>	<p>Apptd. 6/19</p>
<p>Nancy Griffin 94 Skyco Road Manteo, NC 27954 252-423-1781 (At Large)</p>	<p>6/21</p>	<p>Apptd. 6/15 Reapptd. 6/17, 19</p>
<p>Marsha Ribner-Cady 103 Weir Point Drive Manteo, NC 27954 252-473-3094 (At Large)</p>	<p>6/22</p>	<p>Apptd. 6/10 Reapptd. 6/12,14,16 6/18, 20</p>

Lara Cate Wright
3506 Mill Landing Road
Wanchese, NC 27981
252-216-6571
(Youth Rep. under age 18)

8/21

Apptd. 8/19

NOTES:

MEETING INFO. - 2nd Tues. each month at 12:30 p.m., Rm. 238, Admin. Bldg.

CONTACT INFO: Shannon Glaser, Friends of Youth
Pat Hudspeth, Chair

MEMBERS COMPENSATED: No

Doug Oberbeck replaced Dave Cheesman 7/07.
Tom Waite replaced Tim Hill 7/07.
Jane Midgett replaced Betty Selby 7/07.
Renee Welch replaced Amy Wells 7/07.
Richard Martin replaced DuWayne Gibbs 7/07.
Katie Lee and Kasey Rollinson filled vacant youth rep. positions 11/07.
Vance Haskett appointed to fill unexpired term of Francis D'Ambra 1/08.
Winfield Bevins replaced Jim Southern 6/08.
Tim White replaced Cliff Ogburn 6/08.
Sarah Massey filled unexpired term of Tom Waite 10/08.
Tom Williamson filled unexpired term of Jane Midgett 12/08.
Melinda Maher filled unexpired term of Renee Welch 12/08.
Sara Gist filled vacant at large student rep 12/08.
Richard Martin replaced Nancy Griffin 7/09.
Jennifer Karpowicz replaced Kimberly Pellini 7/09.
Kevin Brunk filled unexpired term of Winfield Bevins 7/09.
Lora Vann filled unexpired Sarah Massey 11/09.
Lora Gilreath filled unexpired term of Cole Beasley 6/10.
Marsha Ribner-Cady filled vacant at large seat 6/10.
Ron Bennett appointed to fill unexpired term of Eddie Lynch 1/11.
Tripp Hobbs replaced Richard Martin 6/11.
Jeff Deringer replaced Doug Oberbeck 6/11.
Richard Martin replaced Edgar Barnes 6/11.
Lynette Ford replaced Thomas Williamson 6/11.
Tony Gray replaced Melinda Maher 6/11.
Sheila Davies filled unexpired term of Tony Gray 11/11.
Stephen Wescott filled unexpired term of Kevin Brunk 11/11.
Kara Rap filled unexpired term of Elise Quidley 11/11.
Wes Rawles filled unexpired term of David Spruill 11/11.
Matthew Schofield filled unexpired term of Lynette Ford 6/12.
Natalie Evans filled unexpired term of Matthew Schofield 2/13.
Malinda Lathan filled unexpired term of Shelia Davies 2/13.
Teresa Twyne filled unexpired term of Tripp Hobbs 10/13.
Bobbie Lowe filled unexpired term of Sarah Massey 4/14.
Adam Leggett filled unexpired term of Bobbie Lowe 12/14.
Margaret Umphlett filled unexpired term of Virginia Tillett 12/14.
Appointment for Health Department combined with appointment for Social Services, (Health and Human Services) 2014.
Laura Twichell replaced Natalie Evans 6/15.
Nancy Griffin replaced Lora Gilreath 6/15.
Alejandra Monica-Sanchez appointed to fill unexpired term of Austin Banks 11/15.

Joshua Tolson appointed to fill unexpired term of Abby Haywood 11/15.
John Gardner filled unexpired term of Ron Bennett 1/16.
Keith Letchworth filled unexpired term of Adam Leggett 1/16.
Ryan Henderson filled vacant, at large seat 1/16.
Michael Lewis filled unexpired term of Lynn Bryant 2/16.
LaQreshia Bates-Harley filled unexpired term of Sherri Ellington 6/16.
Lionel Ray Robinson replaced Malinda Lathan 6/17
Steve House replaced Margarete Umphlett 6/17
Mollee Sinks appointed to fill unexpired term of Alejandra Monica-Sanchez 9/17
Josh Houston appointed to fill unexpired term of Joshua Tolson 11/17
Molly McGinnis appointed to fill unexpired term of Teresa Twyne 3/18
John Gardner did not want to be reappointed, his replacement was deferred to later 6/18
Edward Hall, Jr. filled unexpired term of LaQreshia Bates-Harley 6/18
Jennifer Alexander was appointed to fill the vacancy for member of the Business Community 1/19
Melanie Gonzalez appointed to fill the vacant student representative seat 1/19
Marcus Hester-Smith filled the At-Large seat held by Lionel Ray Robinson 6/19
Craig Albert appointed to fill the At-Large seat held by Ryan Henderson 6/19
Chelsea Artzt appointed to replace Melanie Gonzalez as student representative 6/19
Lara Cate Wright appointed as student representative 8/19
Bonnie Bennett retired 8/19, Richard J. Martin retired 9/19
Shannon Glaser appointed to replace Bonnie Bennett 10/19
Todd Heineche appointed to replace Richard J. Martin 10/19
Jamie Koch appointed to fill unexpired term of Todd Heineche 4/21

REVISED 4/21

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Roanoke Island Community Center Board
2nd choice Parks and Recreation
3rd choice Juvenile Crime Prevention (Depends on work schedule)

Name Lynette Ford

Address 104 Elsie Daniels Lane

City/State/Zip Manteo, NC 27954

Email Address fordly@daretolearn.org / lynetteford5748@gmail.com

Telephone Home: (252) 305-5748

Business: (252) 449-7000 Ext 2466

Resident of Dare County: yes no

Occupation: History Teacher

Business Address: First Flight High School

Educational background:

B.A. History (LSU), Associate Degree (COA DARE); Manteo High School Graduate

Business and civic experience and skills: FFHS TEACHER

Monday Night Alive tutor? Volunteer (10 yrs), OBX Marathon volunteer
I enjoy being a public servant. Familiar with the community and their needs.

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

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Paul Charro	Lost Colony Brewery	Manteo	(252) 305-3666
Virginia Tillett		Manteo	(252) 473-2753
Jane Midgett	school board receptionist	Manteo	(252) 473-8995

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

Date: 3/16/18 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 2018

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Juvenile Crime Prevention Council (JCPC)

2nd choice _____

3rd choice _____

Name Sara Sampson

Address 534 Ananias Dare Street

City/State/Zip Manteo, NC 27954

Email Address ssampson@darekids.org

Telephone Home: 252-256-2073

Business: 252-441-0614

Resident of Dare County: yes no

Occupation: Executive Director, Children & Youth Partnership for Dare County (CYP)

Business Address: 534 Ananias Dare Street, Manteo, NC 27954

Educational background:

Bachelor of Education in Child and Youth Education.

Business and civic experience and skills:

16 years of non-profit experience (Children & Youth Partnership for Dare County). Educational background and 25+ years experience working with children and families. Serving on community task forces, committees and board that concern family support issues.

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

NC Triple P State Learning Collaborative, NC Parents as Teachers Board, Parenting Enrichment Program, Local Interagency Coordinating Council, School Health Advisory Committee, Outer Banks Community Services Collaborative, Dare County Schools Attendance Council

REFERENCES

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

Name Business/Occupation Address Telephone
Nancy Griffin, Community Volunteer, former ED of CYP, Manteo, 252-423-1781

Loretta Michael, Retired/CYP's Founding ED, Southern Shores, 252-256-1645

Jonathan Wark, Dare County Library, Director, Manteo, 252-473-2372

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

Date: 5/27/21 Signature of applicant: Sara Sampson
DocuSigned by:
3C33C908D8F4474...

FOR OFFICE USE ONLY:

Date received: 5/27/21



Manns Harbor Community Center

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

May 2021

BOARD APPOINTMENTS

MANN'S HARBOR COMMUNITY CENTER BOARD

(Two-Year Term)

The Manns Harbor Community Center Board manages and is responsible for upgrading of the community building.

The following have terms to expire this month:

Jennifer Gilbert

(Current Term 6/19– 6/21)

(Originally Apptd. 6/2019)

Bett Beasley

(Current Term 6/19-6/21)

(Originally Apptd. 8/2011)

Vickie Craddock

(Current Term 6/19-6/21)

(Originally Apptd., 1/1999)

Jennifer Gilbert, Bett Beasley and Vickie Craddock would like to be reappointed.

There are no applications on file.

Other Members:

See attached list

MANN'S HARBOR COMMUNITY CENTER

(Two Year Term)

This Board operates and maintains the community center facility and amenities for the use and benefit of Manns Harbor residents.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Jennifer Gilbert 7818 Shipyard Road Manns Harbor, NC 27953 252-207-3608 Jlovn1979@yahoo.com	6-21	Apptd. 6/19
Bett Beasley P.O. Box 56 Manns Harbor, NC 27953 473-3217	6-21	Apptd. 8/11 Reapptd. 6/13,15,17, 19
Clyde Gard P.O. Box 355 Manns Harbor, NC 27953 473-3228	6-22	Apptd. 2/00 Reapptd. 6/01 Reapptd 6/04,06,08,10 12,14,16,18, 20
Vickie Craddock, Pres. P.O. Box 159 Manns Harbor, NC 27953 252-423-1164 vecraddock@yahoo.com	6-21	Apptd. 1/99 Reapptd. 6/99, 6/01, 03,05,07,09 11,13,15,17,19
Bonny Sawyer 5902 Hwy 64 Manns Harbor, NC 27953 473-3038	6-22	Apptd. 6/99 Reapptd. 6/01, 6/04, 6/06 Reapptd 8,10,12,14,16,18, 6/20

NOTES:

MEETING DATE: (Quarterly/Manns Harbor Community Center)

Richard Burke replaced Robin Gard 8/89.
W.R. Beasley replaced Edward White.
Lori Hux replaced Janet Craddock 7/91.
Crystal Mann replaced Bobby Beasley 9/93.
Joann Ball filled unexpired term of Debbie Tillett 4/95.
Timmy Midgett filled unexpired term of Richard Burke 4/95.
Rollins Tillett, Jr. filled unexpired term of Crystal Sidwell 10/97.
Darlene Craddock appointed to fill unexpired term of Darlene Gard 1/99.
Vickie Craddock appointed to fill unexpired term of Timmy Midgett 1/99.
Bonny Sawyer replaced Joann Ball 6/99
Dropped from 6 members to 5 members 6/99. *(Member dropped was Lori Ann Gibbs who moved to Manteo.)
Clyde Gard appointed to fill unexpired term of Rollins Tillett, Jr. 2/00.
Rodney Ballance appointed to fill unexpired term of Darlene Craddock 8/01.
Clyde Gard and Bonny Sawyer's terms extended one year so everyone's terms would be staggered and not expire at the same time.
Bett Beasley replaced Harry Mann 8/11.
Jennifer Gilbert filled the term of Rodney Ballance who died. 6/19

REVISED 6/20



Rodanthe-Waves-Salvo Community Center

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

May, 2021

BOARD APPOINTMENT

RODANTHE-WAVES-SALVO COMMUNITY CENTER

(Three Year Term)

The terms for the following members expire next month:

Susan Gray

(Current Term 6/18-6/21)

(Originally Apptd. 6/2000)

J.W. Kierzkowski

(Current Term 6/18-6/21)

(Originally Apptd. 6/1988)

Susan Gray and J.W. Kierzkowski would like to be reappointed.

There are no other applications on file.

Other Members:
See attached list

RODANTHE-WAVES-SALVO COMMUNITY CENTER

(Three year Term)

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

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Susan Gray P.O. Box 135 Rodanthe, NC 27968 252-987-2502	6-21	Apptd. 6/00 Reapptd. 6/03,06,09,12,15,18
Cheryl Blankenship 238 NC Hwy 12 Rodanthe, NC 27968 252-449-8122	6-22	Apptd. 3/21
J.W. Kierzkowski, Ch. P.O. Box 55 Salvo, NC 27972 252-987-2218	6-21	Apptd. 6/88 Reapptd. 90,92,94,97,00,03 06,09,12,15,18
Jason Brian Heilig 24229 Sea Sound Road PO Box 156 Rodanthe, NC 27968 252-599-2340 (H) 252-987-2412 (O) rodanthesurfshop@gmail.com	11-21	Apptd. 11/18
Roberta Midgett P.O. Box 38 Salvo, NC 27972 473-8226 (H) 995-7646 (O)	11-21	Apptd. 9-09 Reapptd. 11-09,12,15,18

NOTES:

MEETING DATE: 4th Monday of every month – 7:30 p.m.

Claude Howard replaced Don Edwards 2/92
Joey O'Neal replaced James Shimpach 6/93
Joey Midgett replaced Rudy Gray 6/94
Terms were changed to 3 years in 6/96
Ken Wenberg replaced Joey Midgett 6/97
Susan Gray replaced Ken Wenberg 6/00.
Roberta Midgett filled unexpired term of Claude Howard 9/09.
Stephen Ryan replaced Lovie Midgett 11/12
Jason Brian Heilig replaced Stephen Ryan 11/18
Joey O'Neal reappointed 6/19
Cheryl Blankenship apptd. to fill unexpired term of Joey O'Neal 3/21

REVISED 6/21



Land Transfer Tax Appeals Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

BOARD APPOINTMENTS

LAND TRANSFER TAX APPEALS BOARD

(Four Year Term)

The following terms expire in June:

Jacqueline Ricks-Sample
(Town of Kill Devil Hills)
(Current Term 6/17– 6/21)
(Originally Apptd. 6/13)

The Town of Kill Devil Hills recommends reappointing Jacqueline Ricks-Sample

Lynne McClean
(Town of Kitty Hawk)
(Current Term 6/17– 6/21)
(Originally Apptd. 6/17)

The Town of Kitty Hawk recommends reappointing Lynne McClean to another term

June Neri – representing the Town of Manteo has moved out of the area. Her seat will remain vacant until the Town of Manteo recommends someone.

**A vacancy exists to be filled by the Board of Commissioners
The applications for Rob Rollason, George Carver, Jr., Michelle E. Lewis and Vanzolla McMurrin are attached for further consideration.**

Other Members: See attached list

LAND TRANSFER TAX APPEALS BOARD
(Four Year Term)

This Board meets when a person disputes the amount of land transfer tax due as stated by the Tax Collector.

<u>MEMBER</u>	<u>AREA REPRESENTING</u>	<u>TERM EXPIRATION</u>
Jacqueline Ricks-Sample P.O. Box 1367 Kill Devil Hills, NC 27948 441-4367 (Town of KDH appointee)	KDH	Expires 6/2021 Reaptd. 6/13, 17
Michael Stone P.O. Box 150 Kitty Hawk, NC 27949 255-0275 (Town of SS appointee)	SS	Expires 6/2023 Apptd. 11/15 Reaptd. 6/19
Michael Siers 4638 S Blue Marlin Way Nags Head, NC 27959 252-489-3861 Mike.siers@nagsheadnc.gov (Town of Nags Head appointee)	NH	Expires 6/2023 Apptd. 6/19
Jack Overman 110 Puddle Lane Manteo, NC 27954 473-2126	Comm. Apptd.	Expires 6/2023 Reaptd. 6/11, 11/15, 6/19
Vacant	Comm Apptd.	
June Neri 309 Devon St. Manteo, NC 27954 473-1800 (Town of Manteo appointee)	Manteo	Expires 6/2021 Reaptd. 6/13, 17
Lynne McClean 610 W. Kitty Hawk Road Kitty Hawk, NC 27948 202-9672 Lynne.mcclean@kittyhawktown.net (Town of Kitty Hawk appointee)	KH	Expires 6/2021 Apptd. 6/17

MEETING DATE: The board only meets when there is an appeal.

County Attorney
P.O. Box 1000
Manteo, NC 27954
475-5811

Hosea E. Wilson, III, AAS, County Assessor
P.O. Box 1000
Manteo, NC 27954 Phone: 475-5945

Barbara Connery replaced Manson Meekins who resigned 6/99.
Russell Langley replaced Smokey Broughton 8/99.
Robert Muller replaced Ronald Scott 8/99.
Robert Ralason reappointed for four year term 3/02.
Barbara Connery reappointed for four year term 4/02.
June Neri replaced Jule Burrus 4/02.
Bill Fruit replaced Leo Antonucci 4/02.
Doug Seay replaced Bill Fruit 9/05.
Emilie Klutz replaced Doug Seay 1/06.
Doug Remaley replaced Bob Muller 9/07.
Jack Overman apptd. to fill seat left vacant by Russell Langley 1/08.
Jacqueline Ricks-Sample appointed to fill unexpired term of Robert Rollason 5/2010.
Michael Stone replaced James Perry, Town of Southern Shores 11/15.
John Ratzenberger replaced the late Doug Remaley, Town of Nags Head, 11/15.
Lynne McClean replaced Emilie Klutz
Michael Siers replaced John Ratzenberger – Town of Nags Head 06/19

REVISED 6/19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in

1st choice LAND TRANSFER TAX APPEALS BOARD

2nd choice _____

3rd choice _____

Name ROB ROLLASON

Address 706 7TH AVE, KILL DEVEL HILLS

City/State/Zip NC 27948

Email Address robrollason@gmail.com

Telephone Home: 252-475-0002

Business: _____

Resident of Dare County: yes no

Occupation: CARPENTER

Business Address: ABOVE

Educational background:

BA EAST CAROLINA UNIVERSITY

Business and civic experience and skills:

EXPERIENCE IN RESIDENTIAL CONSTRUCTION, BROKERAGE AND VALUATION. 10 YEARS ON KISH ZBOA SO I HAVE EXPERIENCE WITH QUASI-JUDICIAL BOARD PROCEEDINGS.

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

PRESENTLY NONE

REFERENCES

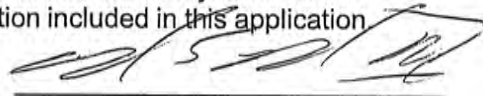
List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
JASON SELF	REAL ESTATE APPRAISALS	319 NIXON RD KIDH	252-423-2337
BLUE HOFFMAN	RETIRED	3525 POSEIDON KH	252-441-5331
DANIEL JOYNER	MORTGAGE OFFICER	112 SWAN VIEW KIDH	252-599-1714

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

Date: 3/9/2020

Signature of applicant:



FOR OFFICE USE ONLY:

Date received: 3/9/2020

APPLICATION FOR APPOINTMENT TO
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Advisory Board or Committee interested in:

1st choice Land Transfer Tax Appeals Board

2nd choice Transportation Advisory Board

3rd choice Library Board

Name George Carver Jr

Address 110 Scarborough St.

City/State/Zip Manteo NC 27954

Email Address DareminorityCoalition@gmail.com

Telephone Home: 305-8671

Business: 564-5140

Resident of Dare County: yes no

Occupation: Small Business Executive / Director

Business Address: 110B Scarborough St Manteo, NC

Educational background:

3 yrs. Comp. Prog / Comp. Science @ NCU ; 1yr @ PLL

1yr @ CDA marine Science

Business and civic experience and skills:

1yr Senate Page ; 2 yrs Junior Page

1st year Dare Dem 1st Vice Chair

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

W/A

REFERENCES

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

Name	Business/Occupation	Address	Telephone
David Shuffelbarger	Alexander Haas / Senior Partner		404-451-0256
Jane Ayres	Town Manager / Mayor		473-2133
Michael Lewis	Hotline / Exe. Director		473-5121

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

Date: 11/12/19 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 11/14/19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Zoning Board of Adjustment

2nd choice Land Transfer Tax Appeals Board

3rd choice Library Board (East Albemarle Region)

Name Michelle Estelle Lewis

Address 514 Sir Walter Raleigh Street

City/State/Zip Manteo, N.C. 27954

Email Address MichelleELewis@gmail.com

Telephone Home: (252)473-3151

Business: (203)823-7478

Resident of Dare County: yes no

Occupation: Clergy- Youth Director Mount Olivet UMC

Business Address: 300 Ananias Dare Street Manteo, N.C.

Educational background:

B.A.-ECSU, M.A. Regent Univ., M.E.S.c.- Yale Univ.,

M.Div. Yale Univ., Doctorate- Emory Univ.

Business and civic experience and skills:

I have worked both nationally and internationally, and

served as an advisor at the U.N. for a period of time.

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

I do not currently serve on other boards, and am willing to serve where my skills can be best used.

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Susan Lee	Dare Co. Teacher Ret.	N.C.	(252) 441-1450
Craig Fitzsimmons	Clergy-Ret.	N.Y.	(573) 356-9516
Marsha Lee	NPS-Ret.	N.C.	(510)750-8879

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

Date: 3/6/2019 Signature of applicant: _____

FOR OFFICE USE ONLY:

Date received: 3-6-19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Land Transfer Tax Appeals Board

2nd choice Parks and Recreation Advisory Council

3rd choice Youth Council

Name Vanzolla McMurrin

Address 1034 George Daniels Road

City/State/Zip Manteo, NC 27954

Email Address vanzollam@darenc.com

Telephone Home: 252-473-5255

Business: 252-475-5969

Resident of Dare County: yes no

Occupation: Dare County Register of Deeds

Business Address: 962 Marshall C. Collins Dr., Manteo, NC 27954

Educational background:

Manteo High School Graduate.

Business and civic experience and skills:

I am the Register of Deeds and we deal with the land transfer tax everyday. I want to be on this committee so I will

know of any changes that might affect our office, & I want to assist in any way and learn more about any Board I'm on.

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

Vital Records Committee, Automation Technology Committee,

Strategic Long Range Planning Committee, all for NCARD

REFERENCES

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

Name	Business/Occupation	Address	Telephone
Marion Midgett	retired	Manteo, NC	473-3057
James Coefield	retired	Duck, NC	261-5623
Carrie Holmes	retired	Manteo, NC	NC 473-5285

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

Date: 6/26/2018 Signature of applicant: Kanzella McMurran

FOR OFFICE USE ONLY:

Date received: 6/27/18



Upcoming Board Appointments

Description

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

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

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

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

Upcoming Board & Committee Appointments

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

Following is a list of Boards and Committees that have terms expiring during the next three months.

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

July, 2021

East Lake Community Center Board -- 1 term expiring

Game and Wildlife Commission -- 4 terms expiring

Parks and Recreation Advisory Council -- 9 terms expiring

Wanchese Community Center Board -- 5 terms expiring

August, 2021

ABC Board -- 3 terms expiring

Dare County Center Advisory Board -- 4 terms expiring

Jury Commission -- 1 term expiring

Juvenile Crime Prevention Council -- 1 term expiring

September, 2021

Health and human Services Board -- 5 terms expiring

~~~~~Instructions for Obtaining and Submitting Applications~~~~~

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

Cheryl C. Anby, Clerk to the Board at 475-5800



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