



DARE COUNTY AIRPORT AUTHORITY

Dare County Regional Airport

P.O. Box 429 ~ 410 Airport Road
Manteo, NC 27954
(252) 475-5570 ~ Fax (252) 473-1196



DARE COUNTY AIRPORT AUTHORITY MINUTES of the January 29, 2020

Chair Charlie Davidson called the January 29, 2020 meeting of the Dare County Airport Authority to order at approximately 6:00 pm and led in the Pledge of Allegiance.

Members Present: Charlie Davidson, Fred Newberry, William Pope, Wally Overman, Pete Burkheimer, Jr.

Members Absent: Joe Blakaitis, George Henderson, Jack Shea, Chad Jones

Also Attending: Robert Hobbs, Hornthal, Riley, Ellis & Maland, John Massey & Steve Bright, Talbert & Bright, David Daniels, Airport Director; Margaret Stauffer, Finance Officer & Clerk to the Board, John Ratzenberger, DCRA Museum Curator

Public Comments:

John Ratzenberger, Airport Museum Curator

Mr. Ratzenberger was excited to share with the members the Airport Museum was listed as a point-of-interest in and an article in the local newspapers. Newspaper copies were provided to all members.

Mr. Ratzenberger then informed the members that he has all the items and artifacts of Dwight Wheless. He made some space from Cabinet 7, the Ray Beacham display, to hold uniforms and other artifacts of Dwight Wheless who was national commander of the Civil Air Patrol. Dwight was a local attorney, county attorney, instrumental in organizing the Airport Authority, and this display will greatly help the museum portray "Aviation in Dare County". Mr. Ratzenberger asked the board for suggestions on what kind of ceremony they would like and when they would like to have it.

Chairman Davidson suggested that the Event Committee work with Mr. Ratzenberger to help coordinate a ceremony date and time.

Engineer's Report:

- *Apron Pavement Rehabilitation* – 90% plans and specifications were delivered to Director Daniels and NCDOA for review.

- *Airport Layout Plan Update* – the work scope has been provided to the airport for review and is ready to be submitted to NCDOA for their review and comments.
- *Runway 23 Land Acquisition* –
A work authorization was presented to Airport Authority that includes services for assisting the airport with acquisition of four parcels in the approach to Runway 23. The acquisition will allow the airport to control all of the land within the Runway 23 RPZ and allow the airport to remove obstructions from the approach. Fee simple acquisition is proposed for all properties. Services to be provided as part of the work authorization include Grant Administration, Environmental Documentation, Acquisition Assistance, Relocation Assistance, Subconsultant Appraisal services, Subconsultant Boundary Survey services, Subconsultant Phase I EDDA services. The Work Authorization has been coordinated with NCDOT Division of Aviation and they had an Independent Fee Estimate performed as a check on the fee. NCDOA has concurred with the work authorization and a grant is being established that will reimburse the Airport for 90% of the costs of the work authorization.

Mr. Overman asked the Engineers to explain the relocation assistance program.

Mr. Massey stated that when the Airport acquires any property, the FAA has strict guidelines to follow. This is a process to determine and provide assistance for relocating a business or a residence. This will establish what the property owners will be compensated for acquiring the property. This will be four parcels; one commercial parcel, two residential parcels and one residential/commercial parcel. There are grant funds available for this process.

MOTION: Pete Burkheimer, Jr. motioned to approve the work authorization for professional services subject to the final verification of grant approval.

SECOND: Wally Overman

DISCUSSION: None

OPPOSED: None

OUTCOME: Carried

Attorney's Report:

Attorney Robert Hobbs updated the following:

- *Air Boss, Inc. Contract - (see attached)*
Inquiries regarding the insurance coverage that the airport has in place to ensure that the operations of the tower would not have impact the insurance in anyway. Davidson reported that the Airport's Insurance agent confirmed that the contract with Air Boss, Inc. is good to go and there is no effect on the Airport's insurance coverage. Chairman Davidson asked that Airport Director Daniels contact the Airport's insurance agent and get clarification of insurance coverage. Robert Hobbs stated that Air Boss, Inc. does have their own liability insurance in order to operate.

Questions arise about the airport's current insurance agent and when and how the insurance policies are shopped out for best rates. By consensus, the Chairman use his discursion for any more due-diligent with reviewing Air Boss, Inc. insurance policy.

- *Titan Aviation Fuel Contract – (see attached)*
Attorney Hobbs drafted a contract that contains the bulk of same information that came from Titan's proposed contract. The term was changed from 10 years to 5 years beginning February 2020, with optional 5-year renewal terms.

Titan's representative has received the new contract, and the Airport is waiting for their comments. Once all the changes are complete a final copy will be provided at the next board meeting to be reviewed and voted on. Until then, the Airport is working month-to-month until a new contract.

- NC Dept. of Justice claim Settlement-

Attorney Hobbs stated that he inquired whether the Airport would qualify on the settlement. The Airport would able to file a claim for the free money when there was a settlement. It was the consensus of the members present that Director Daniels will to complete and file the claim which must be filed by January 31st.

Chair Report:

No Report.

Director's Report:

Airport Direct David Daniels updates the following:

- *Capital Project Ordinance Runway 23 Land Acquisition Assistance:*
(See Attached)

| | |
|-------------------------------------|-----------|
| Talbert & Bright Project #2301-1801 | \$142,899 |
| State Aid | \$128,609 |
| Local Match 10% | \$14,290 |

MOTION: Wally Overman motioned to approve the Capital Project Ordinance for Runway 23 Land Acquisition presented.
SECOND: William Pope
DISCUSSION : None
OPPOSED: None
OUTCOME: Carried

- *Budget Amendment #2020-01 for 8.35-acre Land Acquisition for Runway 17:*
To prepare for the possible purchase of Runway 17 Land Acquisition, the Airport needs to increase the Capital Outlay budget by \$145,000. (See Attached)

| | |
|---|------------|
| - Decrease Buildings Maintenance & Repair | <\$70,000> |
| - Decrease Contingency | <\$75,000> |
| - Increase Capital Outlay | \$145,000 |

The Capital Outlay line item is currently at \$200,000 and if approved it will revise the budget to \$349,000. The Airport must purchase the land first before the grant process can begin and the airport will be reimbursed 90% of the cost.

MOTION: William Pope motioned to approve the Budget Amendment #2020-01 presented to increase the Capital Outlay to prepare for the possible land purchase Runway 17.
SECOND: Pete Burkheimer, Jr.
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

- Local Match – Runway 17 Land Acquisition
To prepare for the grant approval for Land Acquisition Runway 17 the Airport needs to confirm that the 10% match of \$39,437 funds are available.

MOTION: Pete Burkheimer, Jr. motioned to approve to sign the certification that \$39,437 is available as the local match to the efforts associated with the land acquisition 8.35-acre parcel.
SECOND: Bill Pope
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

- *Budget Amendment #2020-02 Temporary Air Traffic Control Services:*
To cover Air Traffic Control Tower Service from May to June 2020, the budget amendment will increase by \$55,000. (See Attached)

| | |
|--------------------------------------|------------|
| Decrease Rental Maintenance & Repair | <\$30,000> |
| Decrease Marketing/Public Relations | <\$25,000> |
| Increase Contracted Services | \$55,000 |

MOTION: William Pope motioned to approve the Budget Amendment #2020-02 presented to increase the Contracted Service to prepare for the Air Traffic Control Tower this year.
SECOND: Pete Burkheimer, Jr.
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

- Scarborough Square Lot Leases: Notices have been mailed out advising all tenants of the annual lease renewals are due.
- The Airports Project Manager with Division of Aviation has submitted a request a statement of qualifications from consultants for a tower study through the summer. This might help free-up some future money to support the cost of the tower. More detail will be provided later when it is available.

Wally Overman asked whether the type of aircraft being recorded as well as the numbers daily. Director Daniels replied that he was not sure if the tower study would record that information. However, the Airport staff is now tracking aircraft tail numbers, times, turbine and jets. With the tower this summer, the Airport staff plan to continue keeping this log up to date.

Chair Davidson stated that more detailed data that the Airport can provide, the more the Airport will be better prepared for the future.

- On February 14, Stacy Ambrose will have completed 30 years of service with the Airport.
- Reminder to notify Marge by the end of this month whether any members NCAA Annual Conference.

MOTION: Pete Burkheimer, Jr. motioned to approve the October 30, 2019 and December 2, 2019 Consent Agenda presented.

SECOND: Wally Overman

DISCUSSION: None

OPPOSED: None

OUTCOME: Carried

Committee Reports:

Events Committee: Fred Newberry update

- AOPA: The presentation meeting for January at the Tourism Bureau Board was rescheduled to February 20th due to weather.
- The Out Banks Bureau Grant Applications will be due February 1-15th.

MOTION: Wally Overman motioned to authorize the Events Committee to draft a Grant Application to be approved by the Chairman then to be submitted to the Outer Bank Tourism Board.

SECOND: Pete Burkheimer, Jr.

DISCUSSION: None

OPPOSED: None

OUTCOME: Carried

Faculties/Safety Committee: Fred Newberry update

- New Airport Sign: Went out for bid and \$5,100, six to eight weeks to be completed. It will be a directional sign with arrows (but not advertising information) to each commercial operator and the museum. This will clean up all the small signs clutter.
- Fuel Prices will be increased by \$0.20 per gallon for all. It is hoped this increase will help with the Tower cost
- Operations Fees: Will not be increased this year.

Comments from the Board:

No Comments.

Adjourn:

MOTION: William Pope motioned to adjourn.
SECOND: Pete Burkheimer, Jr.
DISCUSSION: None
OPPOSED: None
OUTCOME: Carried

The meeting was adjourned at 7:21 PM ET.

Margaret Stauffer, Clerk to the Board
Dare County Airport Authority

Talbert & Bright Engineers Update

January 2020

Apron Pavement Rehabilitation

90% plans and specifications for the apron rehabilitation project have been completed and provided to the airport for review. A set of 90% documents will also be submitted to NCDOA for review.

Runway 23 Land Acquisition

A work authorization was presented to Airport Authority that includes services for assisting the airport with acquisition of four parcels in the approach to Runway 23. The acquisition will allow the airport to control all of the land within the Runway 23 RPZ and allow the airport to remove obstructions from the approach. Fee simple acquisition is proposed for all properties. Services to be provided as part of the work authorization include Grant Administration, Environmental Documentation, Acquisition Assistance, Relocation Assistance, Subconsultant Appraisal services, Subconsultant Boundary Survey services, Subconsultant Phase I EDDA services. The Work Authorization has been coordinated with NCDOT Division of Aviation and they had an Independent Fee Estimate performed as a check on the fee. NCDOA has concurred with the work authorization and a grant is being established that will reimburse the Airport for 90% of the costs of the work authorization.

ALP Update

Work scope has been provided to the airport for review. Airport has asked Talbert & Bright to submit the scope to NCDOA for their review and comments.

DARE COUNTY AIRPORT AUTHORITY
DARE COUNTY REGIONAL AIRPORT

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES

December 9, 2019

Land Acquisition and Relocation Assistance – Runway 23 RPZ
(1099, 1115, 1133, & 1137 Driftwood Drive)
Work Authorization No. 18-01
TBI Project No. 2301-1801

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Description of Work Authorized: The Engineer shall provide Project Formulation Services, Grant Administration Services, Environmental Documentation Services and Land Acquisition and Relocation Assistance Services necessary to purchase land located in the Runway Protection Zone (RPZ) for Runway 23 at Dare County Regional Airport. The land parcels to be acquired are depicted on the attached exhibit and located at 1099 (Parcel 1), 1115 (Parcel 2), 1133 (Parcel 3), and 1137 (Parcel 4) Driftwood Drive.

The subject property is shown to be acquired in the current Airport Layout Plan (ALP) and is needed to bring the Runway 23 RPZ into compliance and to remove obstructions that penetrate the Runway 23 approach surface. The services provided shall include Grant Administration, Land Acquisition and Relocation Assistance (TBI), Subconsultant Land Acquisition and Relocation Assistance (Holland Consulting Planners, Inc. (HCP)), Subconsultant Appraisal (Borne Appraisal Service), Boundary Survey (Coastal Engineering and Surveying) and Phase 1 Environmental Due Diligence Audit (WithersRavenel) and Categorical Exclusion (CATEX) documentation (TBI).

Project Formulation Services shall include preparation of scope of work, meeting with Dare County Regional Airport and NCDOT Division of Aviation, identification of parcels required and preparation of subconsultants scope of work and review of proposals. Services also include Development of the Program Budget and MS Project Schedule as required by NCDOA. The parcels to be acquired are included in Partner Connect as Project numbers 2334 and 2946.

Environmental Documentation Services shall include preparation of Categorical Exclusion (CATEX) documentation and Subconsultant Services will be utilized to perform a Phase 1 Environmental Due Diligence Audit. TBI will complete Environmental Documentation in accordance with the National Environmental Policy Act of 9169 (NEPA), Council on Environmental Quality (CEQ) *Federal Aviation Administration (FAA) Order 5050.4B – National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects, FAA Order 1050.1E Change 1 – Environmental Impacts: Policies and Procedure, and Environmental Desk Reference for Airport Actions*. Based on coordination with the NCDOA, it is expected that a Documented CATEX will be sufficient to meet the Environmental Documentation requirements for the project. In the event that additional environmental documentation or other permitting is necessary, it will be performed as Additional Services. **Environmental Documentation for properties located at 1099, 1115, 1133 and 1137 will be completed as a single document as part of the work scope included in this Work Authorization.**

Land Acquisition and Relocation Assistance Services will include preparation of draft right of entry letters; coordination, distribution and review of the appraisals, review appraisals, Phase 1 EDDA and surveys; conduct personal interviews with property owners via phone, coordinate just compensation and draft purchase offers with Subconsultant and Airport Authority attorney; coordinate land acquisition through closing; coordinate relocation assistance with the Airport Authority and property owners; provide project updates; and prepare drawings, exhibits, applications and other data required by NCDOA for grant reimbursement.

Grant Administration Services shall include coordination of funding sources; entering required data into NCDOT's EBS/Partner Connect system to initiate the grant, perform quarterly reports, reimbursement requests, update the cash flow information and any needed budget updates; preparation and submittal of grant modification once final land purchase price has been established for each individual parcel; coordination throughout the project with the Airport Authority and NCDOA related to grant matters; and grant closeout

coordination. We understand that Dare County Regional Airport Authority intends to request State Grant funds for all costs related to acquisition of the property.

Deliverables will include Environmental Documentation Submittal to NCDOA for approval and copies of the following: Property Survey and Plat for Acquisition (provided in electronic format), Appraisal, Completed Phase 1 EDDA, Draft Written Offer to Purchase, Documentation of Administrative Settlement with Justification and Explanation (if required), Documentation of NCDOT Concurrence of Contract Price, and Purchase Agreement. Land Acquisition will be performed in accordance with *FAA AC 150/5100-17 Land Acquisition and Relocation Assistance for Airport Improvement Program (AIP) Assisted Projects*. Deliverables will be submitted in accordance with AV-100 Checklist (Rev. 10-30-2015), which has been included as an attachment to this work authorization.

Work shall be performed in general accordance with the attached manhour estimate but may be expanded upon request of the Airport Authority. The following items are not included in this work authorization and are anticipated to be performed by the Airport Authority's attorney as needed: Final Offers to Purchase; title searches and preparation of title opinions; closing; and all other legal services.

Estimated Time Schedule: Right of entry will be issued to the property owners within one week of Notice to Proceed. Environmental Documentation Services, Surveys and Appraisals shall be completed within 3 months of receipt of right of entry from the parcel owners.

Cost of Services: This project will be funded with State Grant Funds provided by NCDOT Division of Aviation through WBS 36244.46.7.1. The method of payment for Project Development Services, Environmental Documentation Services, Land Acquisition Coordination and Grant Administration Services shall be lump sum in accordance with Section V of the Contract. The method of payment for Land Acquisition Coordination Services shall be actual cost of services (time and expenses). The method of payment for Subconsultant Services will be lump sum plus a fixed fee. Subconsultant Services budgets shall not be exceeded without approval of the Owner.

Cost Summary

| | |
|---|---------------------|
| Project Formulation Services (TBI) (lump sum) | \$15,668.00 |
| Environmental Documentation Services (TBI) (lump sum) | \$16,788.00 |
| Land Acquisition and Relocation Assistance (TBI)– Parcels 1 & 2 | \$16,386.00 |
| Land Acquisition and Relocation Assistance (TBI) – Parcel 3 | \$13,370.00 |
| Land Acquisition and Relocation Assistance (TBI) – Parcel 4 | \$14,757.00 |
| Grant Administration Services (TBI) (lump sum) | \$8,120.00 |
| Subconsultant Land Acquisition and Relocation Assistance (HCP) (lump sum) | \$19,030.00 |
| Subconsultant Phase 1 EDDA – WithersRavenel (lump sum) | \$8,100.00 |
| Subconsultant Appraisal – Borne Appraisal Service (lump sum) | \$8,500.00 |
| Subconsultant Survey – Coastal Engineering and Surveying (lump sum) | \$16,780.00 |
| Subconsultant Services – Talbert & Bright, Inc. (fixed fee) | \$5,400.00 |
| Total | \$142,899.00 |

Agreed as to Scope of Services, Time Schedule and Budget:

Approved:

Approved for Dare County Airport Authority

For Talbert & Bright, Inc.

Date: _____

Date: _____

Witness

Witness

DARE COUNTY AIRPORT AUTHORITY

Capital Project Ordinance

For

Land Acquisition Services for Runway 23 RPZ

at the Dare County Regional Airport

BE IT ORDAINED by the Dare County Airport Authority of Dare County, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is adopted:

Section 1: The project authorized is for the Land Acquisition for runway 23 approach to be financed by the State Aid grant from the North Carolina Department of Transportation Fiscal year 2019 funds and by using the In-Kind funds allocated to the Airport as local match.

Section 2: The following budget shall be conducted within the Capital Projects Fund (fund #95).

Section 3: The following amount is appropriated for the project:

| | | |
|---------------------------|---------------------|------------|
| Land Acquisition Services | | |
| TBI Project # 2301-1801 | 955785-737101-10772 | \$ 142,899 |

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

| | | |
|---------------------------|---------------------|------------|
| State Aid | 953785-422270-10772 | \$ 128,609 |
| Trans from DCAA Oper Fund | 953785-499400-10772 | \$ 14,290 |

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

Section 6: Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to the Dare County Authority.

Adopted this 29th day of January, 2020

[SEAL]

Charles Davidson, Vice Chair DCAA

Margaret L. Stauffer, Clerk to the DCAA

Dare County Airport Authority

BUDGET AMENDMENT #2020-01

F/Y 2019-2020

| ACCOUNT | CODE | | | INCREASE | DECREASE |
|---------|------|--------|---------|----------|----------|
| | Org | Object | Project | | |

Revenues:

Expenditures:

| | | | | |
|---------------------------------|--------|--------|---------|--------|
| MAINTENANCE & REPAIRS BUILDINGS | 944785 | 511502 | | 70,000 |
| CONTINGENCY | 944785 | 550000 | | 75,000 |
| | | | | |
| CAPITAL OUTLAY | 944785 | 510700 | 145,000 | |

Explanation:

| | | | | |
|--|--|--|---------|---------|
| | | | 145,000 | 145,000 |
| LAND ACQUISITION 8.35 ACRE | | | | |
| PARCEL NUMBER 024268-091 AND 024268000 | | | | |

Approved by:

Board: _____

Date: _____

Manager: _____
(sign in red)

Date: _____

Finance only:

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

Dare County Airport Authority

BUDGET AMENDMENT #2020-02

F/Y 2019-2020

| ACCOUNT | CODE | | | INCREASE | DECREASE |
|---------|------|--------|---------|----------|----------|
| | Org | Object | Project | | |

Revenues:

Expenditures:

| | | | | |
|-------------------------------|--------|--------|--------|--------|
| MAINTENANCE & REPAIRS RENTALS | 944785 | 511500 | | 30,000 |
| MARKETING / PUBLIC RELATIONS | 944785 | 525604 | | 25,000 |
| CONTRACTED SERVICES | 944785 | 510700 | 55,000 | |

Explanation:

| | | | |
|--|--|--------|--------|
| TEMPORARY AIR TRAFFIC CONTROL TOWER SERVICES MAY TO JUNE 2020 | | 55,000 | 55,000 |
|--|--|--------|--------|

Approved by:

Board: _____

Date: _____

Manager: _____
(sign in red)

Date: _____

Finance only:

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

Alternative Paragraph 2

2. TERM.

a. Initial Term. The initial term of this Contract is for five (5) years beginning on the first day of February, 2020.

b. Optional Renewal Term. After the Initial Term of this Contract, this Contract shall be automatically extended for one (1) additional period of five (5) years, upon the same terms and conditions of the Initial Term of this Contract, unless either party gives to the other party thirty (30) days' written notice before the end of the Initial Term that this Contract shall not be so extended.

c. No Automatic Extension. If after the Initial Term and the Optional Renewal Term, if a new contract has not been negotiated and signed by the parties, and if the VENDOR continues to provide the SERVICES to the DCAA and the DCAA continues to accept and pay for such SERVICES, it shall not be deemed or construed to be a renewal or extension of this Contract, but shall only operate to create a month-to-month term which may be terminated by either party at the end of any calendar month upon thirty (30) days' prior written notice to the other party.

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

Finance Officer

**NORTH CAROLINA
DARE COUNTY**

**SERVICE CONTRACT
PURCHASE ORDER # _____**

THIS CONTRACT (this "CONTRACT") is made and entered into as of the EFFECTIVE DATE (as defined below), by and between the DARE COUNTY AIRPORT AUTHORITY, a body corporate and politic existing pursuant to the laws of the State of North Carolina, PO Box 429, Manteo, NC 27954 (hereinafter referred to as the "DCAA"), party of the first part and AIR BOSS, INC., a North Carolina corporation, SS/EID# 20-1776507, 220 Seven Oaks Landing, Belmont, NC 28012 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

a. The services and/or material to be furnished at the Dare County Regional Airport, Manteo, NC (the "AIRPORT") under this CONTRACT (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

(1) CONTRACTOR shall provide VHF radios/antennas along with discrete frequencies issued by the FAA/FCC if needed.

(2) CONTRACTOR shall provide two (2) certified professional Air Traffic Controllers for four (4) hours per day (within the HOURS OF OPERATION) during periods of peak air traffic, as determined by the CONTRACTOR after consultation with the AIRPORT Director, for the entire term of this CONTRACT. At all other times during the HOURS OF OPERATION, CONTRACTOR shall provide one (1) certified professional Air Traffic Controller for the entire term of this CONTRACT.

(3) CONTRACTOR shall provide tower controller services for the coordination of aircraft operations into and out of the AIRPORT during the HOURS OF OPERATION.

(4) CONTRACTOR's days and hours of operation at the AIRPORT during the term of this CONTRACT shall be 8:30 AM ET to 6:30 PM ET seven (7) days per week (the "HOURS OF OPERATION")

(5) CONTRACTOR shall maintain for the DCAA a daily record of the number of aircraft operations at the AIRPORT during the HOURS OF OPERATION.

Initials: _____

(6) CONTRACTOR shall report to the Airport Director or the Airport Director's designee upon each and every arrival at the Airport to perform the SERVICES.

b. DCAA shall pay CONTRACTOR the following amounts (the "CONTRACT PRICE") for SERVICES rendered under this CONTRACT on a fiscal year basis (July 1 through June 30). All SERVICES may be altered with an amendment to this CONTRACT approved by the DCAA and CONTRACTOR:

| | | |
|-----|---|--------------|
| (1) | FY 2020: | |
| | 25% payment due on the Effective Date of this CONTRACT: | \$38,750.00 |
| | 25% payment due on June 1, 2020: | \$38,750.00 |
| (2) | FY 2021: | |
| | 25% payment due on July 1, 2020: | \$38,750.00 |
| | 25% payment due on August 1, 2020: | \$38,750.00* |

* DCAA reserves the right to hold back up to \$4,000.00 from the final payment due on August 1, 2020 (the "HOLDBACK") to cover any damage to the DWELLING (as defined herein) leased by the AIRPORT from a third party for use by the employees of CONTRACTOR during the CONTRACT TERM. Any damage caused by CONTRACTOR's employees, APPROVED PETS (as defined below), family members, invitees, licensees or guests shall be deducted by AIRPORT from the Holdback, with any remaining amount payable to CONTRACTOR accompanied by an itemized list of the deductions and the reasons for such deductions.

c. The DCAA may prepay any or all of the CONTACT PRICE in full or in part at any time without penalty.

2. TIME PERIOD FOR SERVICES; AVAILABILITY OF FUNDS

a. CONTRACTOR shall provide the SERVICES to the DCAA beginning at 8:30 AM ET on May 18, 2020 and end on September 11, 2020 at 7:00 PM (the "CONTRACT TERM").

b. Notwithstanding anything in this CONTRACT to the contrary, this CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

3. PAYMENT TO CONTRACTOR

The DCAA agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this CONTRACT. Unless otherwise specified by a schedule developed by CONTRACTOR and DCAA prior to each payment due date, the CONTRACTOR shall submit

Initials: _____

an invoice to the DCAA before each due date for payment under this CONTRACT. Payment will be processed promptly upon receipt and approval by the DCAA of the invoice.

4. DCAA's RESPONSIBILITIES

The DCAA shall have the following responsibilities under this CONTRACT:

a. The DCAA shall provide to CONTRACTOR's employees, at no additional cost to CONTRACTOR, a three (3) bedroom residential dwelling (the "DWELLING") for the entire CONTRACT TERM. The DWELLING must accommodate housetrained cats and/or dogs as pets (the "APPROVED PETS"). CONTRACTOR reserves the right to require relocation if the DWELLING offered by the DCAA is unsatisfactory in the CONTRACTOR's sole discretion. CONTRACTOR agrees to perform an in-person inspection of a proposed DWELLING at DCAA's request prior to the beginning of the CONTRACT TERM and prior to the DCAA executing a lease for the DWELLING with its landlord, in order to confirm CONTRACTOR's satisfaction with the DWELLING.

b. The DCAA shall provide one (1) computer line/WiFi with passcode.

c. The DCAA shall provide one (1) outside landline telephone line for communication.

d. The DCAA shall provide a remote AWOS display located in the Air Traffic Control Tower.

e. The DCAA shall provide access to the Airport Terminal Building and the Air Traffic Control Tower at all times during the HOURS OF OPERATION.

f. The DCAA shall provide usage of radios and antennas located within the Air traffic Control Tower.

g. The DCAA shall clean the Air Traffic Control Tower at least weekly.

h. The DCAA shall keep the terminal building locked when no DCAA or CONTRACTOR personnel are in the building.

5. OTHER FEES AND CHARGES

The CONTRACT PRICE does not include any applicable Federal, State or local taxes and/or fees. The DCAA shall provide any and all Federal, State and/or local licenses and fees associated with the SERVICES provided by the CONTRACTOR at the AIRPORT, including but not limited to any copyright fees and charges if applicable.

Initials: _____

6. LIMITS OF RESPONSIBILITY

CONTRACTOR's responsibilities are limited to providing the SERVICES under this CONTRACT. CONTRACTOR's employees will assist and advise the DCAA's employees on matters of aircraft operations and safety, but in all cases when the CONTRACTOR's employees request decisions from DCAA employees as to aircraft operations and activities, the final decisions for such aircraft operations and activities at the AIRPORT shall rest with the DCAA.

7. INDEPENDENT CONTRACTOR

a. Both the DCAA and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the DCAA for any purpose in the performance of the CONTRACTOR'S duties under this CONTRACT. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this CONTRACT, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

b. In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

c. The CONTRACTOR shall comply with all requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, and shall attest to such with the affidavit attached to this CONTRACT.

d. All equipment, and maintenance and repair of equipment, necessary for CONTRACTOR's performance of this CONTRACT shall be the CONTRACTOR's responsibility except as expressly provided otherwise in this CONTRACT.

8. INSURANCE AND INDEMNITY

a. The CONTRACTOR shall indemnify and save harmless the DCAA, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the DCAA or which the DCAA must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of CONTRACTOR's obligations under the terms of this CONTRACT.

b. The DCAA shall indemnify and save harmless the CONTRACTOR, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the CONTRACTOR or which the CONTRACTOR must pay and incur by reason of or in any manner resulting from injury, loss or

Initials: _____

damage to persons or property resulting from negligent performance of or failure to perform any of the DCAA's obligations under the terms of this CONTRACT.

c. CONTRACTOR shall, at CONTRACTOR's sole cost and expense, obtain, maintain, and keep in full force and effect during the CONTRACT TERM, commercial general liability insurance (without deductible) in a form approved in the State of North Carolina (including broad form property damage coverages). The limits of liability shall be not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. The DCAA, its officers, directors, and employees, and the employees of Dare County, shall be included as additional insureds in said policies and shall be protected against all liability arising in connection with this Contract. CONTRACTOR shall provide the DCAA with evidence of such insurance at least five (5) business days before the commencement date of the term of this CONTRACT.

d. The CONTRACTOR shall be fully responsible to the DCAA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by CONTRACTOR.

e. In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry, or cause its employees to carry adequate medical/ accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

f. The CONTRACTOR agrees to furnish the DCAA proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

g. The CONTRACTOR upon request by the DCAA shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the DCAA verifying the existence of any insurance coverage required by the DCAA. The Certificate will provide for thirty (30) days' notice in the event of termination or cancellation of coverage.

9. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the SERVICES. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the SERVICES and other persons who may be affected thereby.

10. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take

Initials: _____

affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this CONTRACT may be canceled, terminated or suspended in whole or in part by the DCAA, and the CONTRACTOR may be declared ineligible for further DCAA contracts.

11. TAXPAYER IDENTIFICATION NUMBER.

If requested, CONTRACTOR shall complete and sign IRS Form W-9, Request for Taxpayer Identification Number and Certification, and submit same to the DCAA within five (5) business days after receipt of the DCAA's request.

12. DISCLOSURE BY CONTRACTOR

CONTRACTOR represents and warrants that CONTRACTOR has not given any commissions, payments, gifts, trips, kickbacks, lavish or expensive entertainment or things of value to any employee, officer, director or agent of the DCAA in connection with this CONTRACT.

13. GOVERNING LAW

This CONTRACT shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this CONTRACT shall be brought in the General Court of Justice of the State of North Carolina in Dare County, North Carolina, or in the Federal District Court for the Eastern District of North Carolina.

14. OTHER PROVISIONS

If applicable, this CONTRACT is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

15. CONTRACT DOCUMENTS/AMENDMENTS

a. This CONTRACT, together with any purchase order and any attached CONTRACTOR proposals or exhibits, constitutes the entire CONTRACT between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

b. In the event of a conflict between any provision of this CONTRACT and any term or condition contained in any CONTRACTOR proposal that may be attached hereto, the terms and conditions of this Contract shall control.

Initials: _____

16. EFFECTIVE DATE

The "Effective Date" of this CONTRACT is the date that (1) the last one of CONTRACTOR and the DCAA has signed this CONTRACT, and (2) such signing or initialing is communicated to the other party as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this CONTRACT are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this CONTRACT.

17. ATTACHMENTS

The following documents are attached to and made a part of this CONTRACT: NONE.

(continued on the following page)

Initials: _____

18. SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this CONTRACT as of the EFFECTIVE DATE.

DCAA:

DARE COUNTY AIRPORT AUTHORITY

BY: _____
Charles Davidson, Chair

Date: _____, 20____

CONTRACTOR:

AIR BOSS, INC.

BY: _____
George E. Cline, President

Date: _____, 20____

Initials: _____

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

Finance Officer

**NORTH CAROLINA
DARE COUNTY**

**SERVICE CONTRACT
PURCHASE ORDER # _____**

THIS CONTRACT (this "Contract") is made and entered into as of the Effective Date (as defined below), by and between DARE COUNTY AIRPORT AUTHORITY, a body corporate and politic existing pursuant to the laws of the State of North Carolina, whose address is Attention: Airport Director, PO Box 429, 410 Airport Road, Manteo, NC 27954 (hereinafter referred to as the "DCAA"), and EASTERN AVIATION FUELS, INC., a North Carolina corporation, d/b/a TITAN AVIATION FUELS, whose address is PO Box 12327 (28561), 1001 College Court (28562), New Bern, NC (hereinafter referred to as "VENDOR").

1. **SERVICES TO BE PROVIDED AND AGREED CHARGES.** The services and/or material to be furnished under this Contract (hereinafter referred to collectively as "SERVICES") and agreed charges for SERVICES rendered pursuant to this Contract are as follows: VENDOR agrees to sell and deliver, and DCAA agrees to purchase, receive and pay for from VENDOR, DCAA's entire requirements of Aviation Fuels (as herein after defined) for use or resale at the Dare County Regional Airport, 410 Airport Road, Manteo, NC (the "Airport").
2. **TERM.** This Contract shall remain in force for a period of TEN (10) years beginning on the first day of February, 2020 and for successive periods of one (1) month each thereafter, unless and until terminated by either party upon notice in writing given at least thirty (30) days before the end of any such one (1) month period.
3. **DELIVERIES.** The Aviation Fuels sold and purchased hereunder shall be the regular grade or grades of aviation fuels as currently supplied by VENDOR, and deliveries to the Airport by tank truck in approximately even quantities, in such amounts and at such times during business hours as DCAA may direct. It is understood that VENDOR's obligation hereunder is limited to such grade or grades of aviation fuels as are distributed by VENDOR, at the time and place of delivery hereunder.
4. **PRICING.** DCAA agrees to pay for the Aviation Fuels covered by this Contract as follows:

- (1) JET A: VENDOR's posted dealer price*
- (2) AVIATION GASOLINE 100LL: VENDOR's posted dealer price*

*As herein used, the words "VENDOR's posted dealer price" mean the price posted and displayed at the time of delivery, at VENDOR's office at location shown at the top of Page 1 of this Contract.

"JET A" and "AVIATION GASOLINE 100LL" may be collectively referred to herein as the "Aviation Fuels").

5. PAYMENTS TO VENDOR.

a. The DCAA agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this Contract. Unless otherwise specified, the VENDOR shall submit an itemized invoice to the DCAA by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the DCAA of the invoice.

b. All equipment, and maintenance and repair of equipment, necessary for VENDOR's performance of this Contract shall be VENDOR's responsibility.

c. If VENDOR shall extend credit to the DCAA, the DCAA shall pay VENDOR sums due under this Agreement net ten (10) days from delivery date via Electronic Funds Transfer.

(1) VENDOR extends these payment terms and a line of credit based upon the last review of the DCAA's current financial condition. With prior written notice to the DCAA, VENDOR may change the payment terms or line of credit if there is a material change in the DCAA's financial status as determined by VENDOR.

(2) VENDOR may assess a delinquency charge on all overdue sums owing to VENDOR. Such delinquency charge shall be determined in accordance with applicable law and VENDOR's established delinquency charge policy in effect on the date of delivery.

(3) If the DCAA fails to comply with payment requirements, VENDOR may suspend deliveries until the DCAA pays all sums due hereunder or terminate this Contract forthwith. The suspension or termination of this agreement because of failure of the DCAA to perform any of the agreements herein contained shall not in any way prejudice VENDOR's other rights hereunder.

(4) If the DCAA's account with VENDOR is in arrears, the DCAA hereby agrees that the VENDOR, at its discretion, may request credit card companies to reimburse VENDOR with the DCAA's credit card receipts and hereby authorizes the credit card company to send credit card reimbursement to VENDOR.

(5) It is further agreed that the VENDOR, in lieu of reimbursing the DCAA for credit card receipts, may apply the reimbursement to the outstanding balance on the DCAA's account.

6. **TAXES, FEES, AND AIRPORT CHARGES:** Any tax or other charge imposed by any governmental authority or other agency upon the commodity herein sold, or on the production, sale, transportation, or delivery thereof, or any feature thereof or of this Contract, existing at the time of delivery thereunder, shall be added to the price hereunder and paid by the DCAA.

7. **FAILURE TO PERFORM:** If VENDOR's supplier should at any time during the life of this Contract discontinue the marketing of any or all grades of aviation fuels in the territory where the Airport is located, VENDOR shall be relieved of all obligation to sell or deliver such discontinued grade or grades to the DCAA, and the DCAA shall be at liberty to purchase such discontinued grade or grades from other sources.

8. **CONDITIONS:** All orders hereunder will be filled with reasonable promptness, but it is mutually agreed that VENDOR shall not be obligated to furnish goods hereunder, nor be liable in damages for failure to do so, in the event acts of God, strikes, difficulties with its workers, lockouts, fires, foreign or domestic governmental authority, war conditions in this and any foreign country, accident, delays by railway or other methods of transportation, or other causes beyond its control, shall render it impossible for VENDOR to do. VENDOR shall indemnify and hold the DCAA harmless from claims directly caused by the quality or performance of fuels furnished by VENDOR to the DCAA.

9. **TRADEMARKS:** VENDOR grants to the DCAA a nonexclusive, non-transferable right and license to use the "Shell Aviation" brand or licensed trademark in connection with the sale of Aviation Fuels at the Airport. The DCAA will reasonably conform to the branding rules of usage set forth and communicated to the DCAA by VENDOR. Nonconformance to these rules will result in cancellation of the DCAA's use of the "Shell Aviation" brand or licensed trademark at the discretion of VENDOR but only after VENDOR gives the DCAA thirty (30) days' advance written notice of any such violation and an opportunity for the DCAA to cure such noncompliance.

10. **HEALTH, SAFETY & ENVIRONMENTAL ("HS&E") COMPLIANCE:**

(a) **Product Handling -** The DCAA shall exercise extreme caution in the storing, handling, and dispensing of Aviation Fuel, including daily inspection of all storage and dispensing equipment to prevent or eliminate contamination in any form, including commingling with other fuels. The DCAA shall, immediately notify VENDOR of any instance of Aviation Fuel contamination or commingling with other fuels.

(b) **Environmental Compliance -** The DCAA shall observe any and all federal, state, and municipal laws, ordinances, rules and regulations, user permits, and the like pertaining to the

composition, handling, storage and dispensing of Aviation Fuel purchased hereunder including, without limitation, any and all laws, ordinances, rules and regulations pertaining to the volatility or vapor pressure of Aviation Fuel and the storage of same in aboveground or underground storage tanks. The DCAA shall comply with any reasonable program instituted by VENDOR to assure compliance with any such laws, ordinances, rules and regulations.

11. LIABILITY INSURANCE TO BE MAINTAINED BY THE DCAA:

(a) The DCAA shall purchase and maintain at the DCAA's expense the following liability insurance coverage in order to be a branded Shell Aviation provider:

(1) Commercial General Liability Insurance, including premises and operations as well as products/completed operations liability for aviation products and refueling operations, with minimum limits of five hundred thousand dollars (\$500,000) without restrictive per person sub-limits for bodily injury and/or property damage.

(2) Name both Shell Aviation, d.b.a. Shell Oil Products Company U.S., LLC and Eastern Aviation Fuels, Inc., d/b/a Titan Aviation Fuels as additional insured parties with respect to liability arising from the DCAA's aviation operations, including refueling, de-fueling and/or lubrication of aircraft.

(b) VENDOR will procure for the DCAA Excess Aviation Refueling Liability Insurance in the amount of fifty million dollars (\$50,000,000) without any cost or expense to the DCAA for the term of this Contract, provided (1) the DCAA secures and maintains said underlying liability insurance coverage, and (2) such insurance coverage provides \$100,000 per-person sub-limits for bodily injury. The DCAA may elect not to participate in the Excess Aviation refueling Liability Insurance program, but will be required to maintain insurance meeting the above criteria to be a branded Shell Aviation provider.

12. CHARGE / CREDIT CARD PROGRAM: Invoices from credit and charge card sales may be purchased by VENDOR from the DCAA for approved charge and credit cards, but only as to such merchandise and services and upon such express regulations and instructions as may be set forth in the "Shell Merchant Terms and Operating Procedures Manual" published by VENDOR and furnished to the DCAA from time to time. Upon failure by the DCAA to comply strictly with such regulations and instructions, VENDOR shall have the right to charge back to the DCAA any amounts represented by non-complying sales. Such regulations and instructions, as amended or supplemented from time-to-time at VENDOR's sole discretion, shall be deemed part of this Agreement. The DCAA shall accept and honor all credit card, charge card, fuel card, contract fuel, and other payment methods designated by VENDOR. All transactions shall be processed via point- of-sale devices and web-enabled processing solutions that are designated and provided by VENDOR or third party software vendors designated and approved by VENDOR.

13. CONTRACT FUEL PROGRAM: VENDOR offers a comprehensive Contract Fuel Program, and the DCAA agrees to participate in this program exclusively. The DCAA represents and warrants that all contract fuel sales will be through VENDOR's Contract Fuel Program and that it will not use any other Supplier or Reseller Contract Fuel Program. The DCAA agrees that into-wing services provided by the DCAA to VENDOR's contract fuel customers will be at a fee lower than any other fee offered to other Resellers. The DCAA agrees to process all Reseller transactions via VENDOR's Contract Fuel Program.

14. ADDITIONAL TERMS AND PROVISIONS.

a. VENDOR shall also do the following:

(1) Provide \$10,000.00 to the DCAA no later than April 1, 2020 for use by the DCAA for repairs to the fuel farm located at the Airport.

(2) Provide the DCAA with a late model refurbished golf cart at no cost, for use by members of the Airport Staff on the Airport only for official Airport business. The VENDOR shall be responsible for regular maintenance, repairs and replacement of the golf cart as may be required, but only during the term of this Contract.

(3) Provide the DCAA with a one-time \$12,000 payment no later than March 1, 2019 to be used toward the cost of repairs to the DCAA-owned refueler trucks, and provide loaner Jet-A fuel at no cost if needed during such repairs.

(4) Provide the DCAA with a one-time \$2,500 corporate sponsorship for an AOPA Fly-In held at the Airport if an AOPA Fly-In is hosted by the DCAA during the term of this Contract.

(5) Provide the DCAA with 500 gallons of Aviation Gasoline 100LL fuel once per year for use by the "Candy Bomber" during its annual candy drop held at the Airport each December.

(6) Provide the DCAA with a loaner refueler truck for special events held at the Airport at no cost to the DCAA except for freight both ways, which such freight cost would be the DCAA's responsibility.

b. AVAILABILITY OF FUNDS. This Contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

c. NOTIFICATION OF DIRECTOR WHILE ON SITE. VENDOR agrees to report to the Airport Director or the Airport Director's designee upon each and every arrival at the Airport to perform the SERVICES.

15. INDEPENDENT CONTRACTOR.

a. Both the DCAA and the VENDOR agree that the VENDOR shall act as an independent contractor and shall not represent itself as an agent or employee of the DCAA for any purpose in the performance of the VENDOR'S duties under this Contract. Accordingly, the VENDOR shall be responsible for payment of all Federal, State and local taxes arising out of the VENDOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

b. In performing the SERVICES, the VENDOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the VENDOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

c. VENDOR shall comply with all requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, and shall attest to such with the affidavit attached to this Contract.

d. All equipment, and maintenance and repair of equipment, necessary for VENDOR'S performance of this Contract shall be the VENDOR'S responsibility except as expressly provided otherwise in this Contract.

16. VENDOR'S INSURANCE AND INDEMNITY.

a. VENDOR shall indemnify and save harmless the DCAA, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the DCAA or which the DCAA must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

b. VENDOR shall be fully responsible to the DCAA for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by VENDOR.

c. In addition, VENDOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the VENDOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the VENDOR shall carry or cause its employees to carry adequate medical/ accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

d. VENDOR agrees to furnish the DCAA proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

e. VENDOR upon request by the DCAA shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the DCAA verifying the existence of any insurance coverage required by the DCAA. The Certificate will provide for thirty (30) days' notice in the event of termination or cancellation of coverage.

17. HEALTH AND SAFETY. VENDOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the SERVICES. The VENDOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the SERVICES and other persons who may be affected thereby.

18. RIGHT TO REVIEW SERVICE RECORDS. The DCAA shall have the right (but not the obligation) to review VENDOR's service records to confirm what SERVICES were performed, who performed the SERVICES, and when the SERVICES were performed.

19. NON-DISCRIMINATION IN EMPLOYMENT. The VENDOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The VENDOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the VENDOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by the DCAA, and the VENDOR may be declared ineligible for further DCAA contracts.

20. TAXPAYER IDENTIFICATION NUMBER. If requested, VENDOR shall complete and sign IRS Form W-9, Request for Taxpayer Identification Number and Certification, and submit same to the DCAA within five (5) business days after receipt of the DCAA's request.

21. DISCLOSURE BY CONTRACTOR. VENDOR represents and warrants that VENDOR has not given any commissions, payments, gifts, trips, kickbacks, lavish or expensive entertainment or things of value to any employee, officer, director or agent of the DCAA in connection with this Contract.

22. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the First Judicial District of the General Court of Justice of the State of North Carolina, or in the Federal District Court for the Eastern District of North Carolina.

23. CONTRACT DOCUMENTS/AMENDMENTS.

a. This Contract, together with any purchase order and any attached CONTRACTOR proposals or exhibits, constitutes the entire contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto.

b. In the event of a conflict between any provision of this Contract and any term or condition contained in any VENDOR proposal that may be attached hereto, the terms and conditions of this Contract shall control.

24. EFFECTIVE DATE. The "Effective Date" of this Contract is the date that (1) the last one of VENDOR and the DCAA has signed this Contract, and (2) such signing is communicated to the other party as the case may be.

25. NOTICES. Any notice required or permitted to be given under this Contract shall be effective if in writing and by certified mail, return receipt requested, or by nationally recognized commercial delivery service, to the address for the party provided in this Contract. Any party may change the address to which such notices are to be addressed by giving each other party notice in the manner herein set forth.

26. ATTACHMENTS. The following documents are attached to and made a part of this Contract: NONE.

(continued on the following page)

27. SIGNATURES. Both the DCAA and the VENDOR agree to this Contract.

DCAA:

DARE COUNTY AIRPORT AUTHORITY

Date: _____, 2020 BY: _____
Chair

VENDOR:

EASTERN AVIATION FUELS, INC.

Date: _____, 2020 BY: _____
Robert L. Stallings, IV, President