



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 27954

Tuesday, January 21, 2020

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

AGENDA

- 5:00 PM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Public Comments
- ITEM 3** Update – Senior Tar Heel Legislature
- ITEM 4** Approval of Architect Contract Amendment for COA Project and Amendment to Capital Project Ordinance
- ITEM 5** UNC Chapel Hill School of Government Essential Housing Needs Pre-Development & Opportunity Site Identification
- ITEM 6** **Consent Agenda:**
- 1. Approval of Minutes
 - 2. Roanoke Island Water Project Assessment Deletion
 - 3. Budget Amendment - Emergency Management Homeland Security Grant Program (HSGP)
 - 4. DHHS - Child Protection Team and Child Fatality Prevention Team Annual Report
 - 5. Tax Collector's Report
- ITEM 7** **Board Appointments:**
- 1. Dare County Tourism Board
- ITEM 8** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 9:00 A.M. ON FEBRUARY 4, 2020



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard



Public Comments

Description

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

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

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

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Update - Senior Tar Heel Legislature

Description

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

Board Action Requested

None - Informational Presentation

Item Presenter

Kaye White, Dare County Delegate
Sue Kelly, Alternate Delegate

FACT SHEET

North Carolina Senior Tar Heel Legislature

2020 Legislative Priorities

Increase Funding for HCCBG

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

Maintain and Increase Funding for Senior Centers

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

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

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

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

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

Staff-to-Patient Ratios in Nursing Homes

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

INFORMATION ON THE NORTH CAROLINA SENIOR TAR HEEL LEGISLATURE

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

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

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

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

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

Speaker

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

Speaker Pro Tempore

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

Dare County Delegate

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

Deputy Speaker Pro Tempore

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

Secretary

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

Dare County Alternate

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



Approval of Architect Contract Amendment for COA Project and Amendment to Capital Project Ordinance

Description

On October 7 the Board approved an increase in the scope of the COA Project from 26,000 ft² to 36,500 ft² and a new cost estimate, including an increased architect fee. The contract amendment for the stated increase of \$264,209 is attached. An amendment to the capital project ordinance is also attached for that increase and for increases of \$45,000 to construction testing and \$39,500 to owner costs.

The third attachment is a budget to date summary for the projects to be in the Series 2020 LOBs debt issue.

The final attachment is the current cost summary for the projects to be financed by the Series 2020 LOBs debt issue. The summary also shows potential debt refinancing amounts which will be evaluated.

Board Action Requested

Approve the contract amendment and authorize the County Manager to execute. Approve the amendment to the capital project ordinance.

Item Presenter

David Clawson, Finance Director



AIA Document G802™ – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
1919 - Dare COA Campus
Manteo, NC

AGREEMENT INFORMATION:
Date: 07/18/2019

AMENDMENT INFORMATION:
Amendment Number: 001
Date: 01/02/2020

OWNER: *(name and address)*
Dare County
P.O. Box 1000
Manteo, NC 27954

ARCHITECT: *(name and address)*
Boomerang Design
6131 Falls of Neuse Road, Suite 204
Raleigh, NC 27609

The Owner and Architect amend the Agreement as follows:

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

New compensation for +/- 36,500 SF of construction is \$937,969 based upon the revised program dated 09/18/2019. The new building maximum project budget is \$14,072,219.

Schedule Adjustment:

TBD

COPY

SIGNATURES:

Boomerang Design
ARCHITECT *(Firm name)*

Dare County
OWNER *(Firm name)*

COPY

SIGNATURE
Angela Crawford Easterday, AIA,
Principal
PRINTED NAME AND TITLE

SIGNATURE
David Clawson, Finance Manager *Bobby Dutta, County Manager*
PRINTED NAME AND TITLE

DATE

DATE

COPY

**County of Dare, North Carolina
Capital Project Ordinance
For Series 2020 LOBs**

BE IT ORDAINED as authorized by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted for the planned Series 2020 Limited Obligation Bonds.

Section 1 This ordinance is to update the project budget for the COA project per the architect’s preliminary cost estimates based upon the Board approved increase in square footage to 36,500. The architectural contract fee is amended and the estimates for construction testing and owner costs (including \$2,500 for the County’s programming consultant) are updated. This ordinance amends the capital project ordinance adopted September 18, 2017, and amended August 6, 2018, January 22, 2019, February 4, 2019, June 3, 2019, June 17, 2019, July 15, 2019, July 16, 2019, August 5, 2019, December 2, 2019, and December 16, 2019.

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

Section 3 The following appropriations are increased as indicated:

COA architect fee	615676-710900-60332	\$264,209
COA construction testing	615676-710911-60332	\$45,000
COA owner costs	615676-737002-60332	\$39,500

Section 4 The following revenues are additionally anticipated to be available to complete the project as changed below:

Debt proceeds S2020 LOBs	613090-470318-98726	\$348,709
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Section 5 After this amendment, the following amounts are budgeted for the S2020 LOBs to date:

COA	\$1,677,558	
Animal Shelter	\$390,940	
DHHS buildings	\$527,360	
Manteo property & renovations	\$1,000,000	
Buxton property	\$325,000	
EMS equipment 2020 CIP	\$1,498,316	
Total		\$5,419,174

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

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

Adopted this 21st day of January, 2020.

Chairman, Board of Commissioners

[SEAL]

Cheryl Anby, Clerk to the Board of Commissioners

County of Dare, NC
Series 2020 LOBs

Budget Summary

	Account Number	2/4/2019	6/3/2019	6/17/2019	7/15/2019	7/16/2019	8/5/2019	12/2/2019	12/16/2019	1/21/2020	Totals
Revenues											
Debt proceeds S2020 LOBs	613090 470318 98726	1,390,540	325,000	485,895	1,109,760	1,498,316	110,400	41,465	109,089	348,709	5,419,174
Expenditures											
COA Project											
Architect	615676 710900 60332	110,000			563,760					264,209	937,969
Construction testing	615676 710911 60332				105,000					45,000	150,000
Owner costs	615676 737002 60332				41,000					39,500	80,500
Demolition & abatement	615676 737008 60332				400,000						400,000
CMAR preconstruction service:	615676 737500 60332								109,089		109,089
Animal Shelter											
Architect	615550 710900 60339	230,980									230,980
Construction testing	615550 710911 60339	14,800									14,800
Architect additional services	615550 710912 60339	14,760									14,760
Owner costs	615550 737002 60339	20,000									20,000
CMAR preconstruction service:	615550 737500 60339					110,400					110,400
DHHS Project											
Architect	615620 710900 60337			440,895							440,895
Construction testing	615620 710911 60337			20,000							20,000
Owner costs	615620 737002 60337			25,000							25,000
CMAR preconstruction service:	615620 737500 60337							41,465			41,465
Manteo Property											
Land & building purchase	615490 737101 60340	712,500									712,500
Renovations	615490 737006 60340	287,500									287,500
Buxton Property											
Land & building purchase	615490 737101 60341		325,000								325,000
CIP Equipment											
EMS MD Computers	615531 737437 60342					365,200					365,200
Cadiac monitors	615531 737437 60344					1,133,116					1,133,116
		1,390,540	325,000	485,895	1,109,760	1,498,316	110,400	41,465	109,089	348,709	5,419,174
		-	-	-	-	-	-	-	-	-	-

County of Dare, NC
Series 2020 LOBs

1/8/2020

Preliminary Project Amounts

College of the Albemarle

New construction	\$14,075,000
Less bonds funds from State of NC	<u>(\$1,500,000)</u>
Net amount for debt	\$12,575,000

Dare County Department of Health & Human Services

New construction – consolidation of buildings	\$5,500,000
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Dare County Animal Shelter

New construction	\$4,950,000
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Property and Buildings at 711 and 715 N. Highway 64/264, Manteo

Purchase and land and buildings	\$712,500
Renovation costs	<u>\$287,500</u>
Total amount for debt	\$1,000,000

Property at Buxton (old PNC Bank)

Purchase of land and building	\$325,000
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Dare County 2020 CIP Equipment (5 year term)

EMS mobile data computers	\$365,200
EMS cardiac monitors	<u>\$1,133,116</u>
Total amount for debt	\$1,498,316

New money grand total for debt \$25,848,316

Preliminary Refunding Amounts

Taxable refunding of Series 2012D LOBs and Series 2013 LOBs	\$19,375,000
Tax exempt refunding of Series 2015 LOBs	<u>\$3,390,000</u>
Refunding grand total for debt	<u>\$22,765,000</u>

(Numbers as of 1/7/2020 show net present value savings of 4.81%)

Series 2020 LOBs grand total \$48,613,316



*UNC Chapel Hill School of Government
Essential Housing Needs Pre-Development & Opportunity Site Identification*

Description

UNC School of Government, through their Development Finance Initiative (DFI) program, has presented a Service Agreement proposal to provide pre-development and opportunity site identification, and site specific pre-development & solicitation of private development partners on selected opportunity sites.

Board Action Requested

Approve the Service Agreement terms with SOG DFI, LLC and authorize the County Manager to execute the final agreement.

Item Presenter

Robert Outten, County Manager

SERVICE AGREEMENT

This service agreement ("Agreement") is between Dare County, North Carolina ("Client" or "County"), and SOG DFI, LLC ("DFI") (each a "Party" and collectively "Parties").

WHEREAS, as part of its mission, the School of Government at the University of North Carolina at Chapel Hill ("University") provides services to local governments. The Development Finance Initiative, as a program of the UNC School of Government ("SOG"), enables local governments and their partners to accomplish their community and economic development goals by providing specialized finance and development expertise in connection with the educational and public service mission of SOG;

WHEREAS, SOG DFI, LLC is an associated entity of the University pursuant to G.S. 116-30.20 that was created to facilitate the work of DFI; and

WHEREAS, DFI is able to provide technical services relating to development of private housing for low income persons ("Project") in the area described in Schedule C ("Project Area"); and

WHEREAS, Client desires for DFI to perform such services, and doing so is consistent with the University of North Carolina at Chapel Hill's research, teaching and public service missions.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, and for other good and valuable consideration the receipt of which is hereby acknowledged, Client and DFI agree as follows:

1. **Scope of Services.** DFI will perform the services described in the statement of work, which is attached as Schedule A (the "Services"). DFI will provide Client with Deliverables as described in Schedule A (the "Deliverables").
2. **Term.** The term of this Agreement will commence on the date upon which the Agreement is fully executed by both Parties (the "Effective Date") and the Services outlined in this Agreement will start on the Effective Date or soon thereafter. This Agreement shall terminate on June 30, 2030.
3. **Termination.** In the event either Party breaches any material terms of this Agreement, then upon sixty (60) days' written notice of such breach, the non-breaching Party may terminate if the breaching Party fails to cure such breach within the notice period. In the event of such termination by Client, DFI shall deliver to Client any unfinished or draft Deliverables prepared under this Agreement. In the event of such termination, Client agrees to pay DFI all reasonable costs and non-cancellable obligations incurred by DFI up to the date of termination, not to exceed the maximum amount specified in Section 4.
4. **Payment.** DFI's fee for the Services shall be paid in two parts. The first portion of the fee is \$85,300 (the "Client Payment"). The Client Payment shall be due and payable upon receipt of the DFI invoices in accordance with Schedule B.

The second portion of the fee (the "Development Services Fee") shall be contingent upon the execution of one or more agreements (each a "Development Services Agreement") between Client and one or more third parties (the "Developer" or "Developers") during the term of this Agreement regarding the responsibilities of either the Client or the Developer(s) regarding any

aspect of the development of the Project or any portion thereof. The Development Services Fee shall be equal to 1.0% (one percent) of the following amount: the total projected costs of development of the Project contemplated under each such Development Services Agreement. The total projected costs of the Project shall be determined based on the costs projected by the Developer in the most recent versions(s) of pro forma and/or other financial projections (the "Developer Financials") prepared by the Developer and delivered to Client (or lenders or investors) prior to or contemporaneously with execution of the Development Services Agreement, and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the Development Services Fee. Each Developer shall pay directly to DFI the Development Services Fee attributable to that Developer's Development Services Agreement(s).

In consideration of the Services provided to Client by DFI pursuant to this Agreement and the "at risk" nature of the Development Services Fee, the Client agrees to make execution of any Development Services Agreement executed with a Developer during the term of this Agreement and the payment of the Development Services Fee by that Developer to DFI a condition of any Development Services Agreement or conveyance or lease of the Project or any portion(s) thereof to such Developer, and each such Development Services Agreement shall provide that DFI is an intended third party beneficiary of the Development Services Agreement. Client agrees to insert into any request for proposals or other solicitations regarding development of the Project the following clause (or a substantially similar clause as mutually agreed upon by Client and DFI):

"The performance by the County or the conveyance or lease of any portion of the property described herein (the "Property") to the selected development entity and its successors and assigns (the "Developer") shall be conditioned upon the execution of an agreement (the "Development Services Agreement") between the County and the Developer pertaining to the responsibilities of either the County or the Developer, or both, regarding any aspect of the development of the Property or any portion thereof (the "Project"). As part of the Development Services Agreement, the Developer shall agree to pay a fee to the County's consultant ("DFI") and its successors and assigns for pre-development services provided to the County, and the Development Services Agreement shall provide that DFI is an intended third party beneficiary of the Development Services Agreement. The fee shall be an amount equal to 1.0% (one percent) of the total projected costs of development of the Project as calculated by the Developer in the most recent versions(s) of pro forma and other financial projections (the "Developer Financials") prepared by the Developer and delivered to County or other parties prior to or contemporaneously with the execution of the Development Services Agreement, and in the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of development of the Project shall be used to calculate the Development Services Fee. The Development Services Fee shall be due and payable in full to DFI no later than 30 days following execution of the Development Services Agreement. An alternative payment schedule for payment of the Development Services Fee to DFI may be developed as mutually agreed in writing by Developer and DFI; by way of illustration only, such schedule of payments could be tied to the receipt of any developer fees by Developer. Developer's obligation to pay Development Services Fee shall not be assignable

by Developer to any other entity, nor shall any assignment relieve Developer of its obligation to pay Development Services Fee, except upon written consent of DFI.”

The budget for DFI's personnel, contractors, and other expenditures in order to complete the Services can be altered at DFI's discretion, according to University's policies. DFI is under no obligation to provide Client or any Developer with any kind of financial reporting, supporting documentation, or justification of expenditures made in the performance of the Project as a condition of payment.

5. **Confidential Information.** Any information disclosed by Client to DFI pursuant to this Agreement that Client considers confidential or proprietary (“Confidential Information”) shall be disclosed in writing and marked as confidential, or if disclosed orally, shall be confirmed in writing and designated confidential within five (5) days of such disclosure. DFI agrees to use the same degree of care it uses to protect its own confidential information to maintain for a period of three (3) years the Confidential Information. DFI's obligations hereunder do not apply to: (1) information in the public domain, (2) information independently known or obtained by DFI; or (3) information required to be disclosed pursuant to applicable law or judicial order, including the North Carolina Public Records Act.
6. **Ownership Rights.** The Deliverables and Confidential Information shall belong solely to Client; provided, however, DFI shall be free to use the Deliverables and results from the Services for its own educational, research, and publication purposes, consistent with the obligations set forth in Section 5 above.
7. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement of the Parties hereto with reference to the subject matter hereof, with all prior promises, undertakings, representations, agreements, understandings and arrangements relative thereto having been herein merged into this Agreement.
8. **Warranties.** DFI in no way guarantees the Services performed and makes no warranties, express or implied, regarding the quality of the Services or Deliverables, although all reasonable efforts will be made. Each Party waives its rights to recover from the other Party any consequential, indirect, or incidental damages (including but not limited to, loss of use, income, profits, financing, or reputation), arising out of, or relating to, this Agreement.
9. **Independent Contractors.** The relationship of the Client and DFI established by this Agreement is that of independent contractors, and nothing contained in this Agreement will be construed to (i) give either Party the power to direct and control the day-to-day activities of the other, (ii) constitute the Parties as partners, joint venturers, co-owners, or otherwise as participants in a joint or common undertaking, or (iii) allow a Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever. Personnel of each Party shall not be considered an employee or agent of the other Party nor shall such personnel be entitled to any employee benefits including, without limitation, vacation pay, leave, retirement benefits, social security, workers compensation, disability, or unemployment benefits that may be provided to the other Party's employees. Each Party shall be exclusively responsible for compensating its personnel and subcontractors and paying all taxes, withholding payments and any other fees or payments related to its personnel and subcontractors.
10. **Modification; Waivers.** No waiver, amendment, or modification of any of the terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both

Parties. Failure by either Party to enforce any rights under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

11. **Force Majeure.** DFI shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond DFI's control, or by reason of any of the following: acts of God, acts or threats of terrorism, civil disorders, severely inclement weather, disease, accidents, failure of utilities, failure of any required governmental approval, or similar occurrences.
12. **Retention of Intellectual Property.** It is expressly agreed that neither DFI nor the Client transfers by operation of this Agreement or shall transfer by operation of this Agreement to the other Party any patent right, trademark right, or copyright right either Party now owns in the performance of this Agreement.
13. **Advertising.** Client shall not use the existence of this Agreement or the name, logo, images or trademarks of The University of North Carolina at Chapel Hill, or any of its constituent schools or departments, as a part of any marketing or commercial advertising without prior written approval of DFI.
14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.
15. **Notices.** Any notice to be given hereunder shall be in writing and shall be given by delivery in person or by depositing the notice in United States Certified Mail, Return Receipt Requested, postage prepaid, in an envelope addressed to the Parties to be notified at such Party's address as follows:

If to Client:

Robert L. Outten
County Manager
954 Marshall C Collins Dr, Rm 286
Manteo, NC 27954
252-475-5800
outten@darenc.com

If to DFI:

Lauren G. Partin
Assistant Dean for Business and Finance
Knapp-Sanders Building
Campus Box 3330
Chapel Hill, NC 27599-3330
Phone: 919.962.2757
Email: lgpartin@sog.unc.edu

16. **Governing Law.** This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of North Carolina.
17. **Assignment.** This Agreement shall not be assigned by either Party without the prior written consent of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.
18. **Survivability.** Those terms that by their nature necessarily survive termination of this Agreement shall survive, including but not limited to those provisions dealing with confidentiality, intellectual property, and payment.

19. **Liaisons.** Robert Outten shall serve as liaison for the Client for issues concerning work under this Agreement. Marcia Perritt shall serve as liaison for DFI. Their contact information is as follows:

Robert L. Outten
County Manager
954 Marshall C Collins Dr, Rm 286
Manteo, NC 27954
252-475-5800
outten@darenc.com

Marcia Perritt
Associate Director, DFI
UNC School of Government
Knapp-Sanders Bldg., Campus Box 3330
Chapel Hill, NC 27599-3330
Phone: 919-538-1545
Fax: 919-962-2709
Email: mperritt@sog.unc.edu

IN WITNESS WHEREOF, the Parties by their duly authorized officers have executed this Agreement on the dates set forth below, to be effective on the Effective Date.

SOG DFI, LLC

By: _____ Date: _____
Name: Thomas H. Thornburg
Title: Acting Executive Director, SOG DFI, LLC

Dare County

By: _____ Date: _____
Name: Robert L. Outten
Title: County Manager

PRE-AUDIT CERTIFICATION

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

Sally DeLoose 1/13/2020
FINANCE OFFICER

Schedule A
STATEMENT OF WORK

Phase 1: Pre-Development & Opportunity Site Identification

1. Conduct a community scan, a review of current and historic plans, demographic data, documents, studies, research, development proposals, notes from public input sessions, and other materials relevant to the Scope and the Project Area;
2. Identify areas suitable for Low-Income Housing Tax Credit (LIHTC) development as defined by the 2020 Qualified Allocation Plan (QAP) issued by NC Housing Finance Agency. LIHTC is the largest affordable housing finance program in the country, incentivizing the acquisition, construction and rehabilitation of private rental housing for low-to-moderate income households. Criteria for site suitability may include proximity to amenities such as a grocery store, pharmacy and shopping as well as the absence of incompatible uses and negative features that could impede a site's eligibility for key funding sources.
3. For targeted areas identified through the site suitability analysis, collect and analyze relevant data for a Parcel Analysis to understand current conditions (sales trends, vacancy, land use, ownership, and underutilization) and changes over time;
4. Conduct a housing needs assessment of Dare County to identify the scale of demand for specific housing types at various income levels. The assessment includes an evaluation of primary demand drivers such as growth and employment trends, as well as an in-depth analysis of the existing housing supply.
5. Establish guiding public interests for the Project Area in partnership with the County and key stakeholders;
6. Conduct a high-level site analysis, examining publicly available data regarding topography, hydrology, infrastructure, etc. to gain a general understanding of development opportunities and constraints within the Project Area;
7. Conduct a high-level financial analysis in order to make a general determination about the feasibility of essential housing development on the identified opportunity sites; and
8. Identify and prioritize key development opportunities (Opportunity Sites) based on the pre-development feasibility analysis and public interests and make recommendations related to those sites.

Within six months of the date on which DFI provides the recommendations related to Opportunity Sites (Item 8 above) to County staff, County may select, for Phase 2 analysis, no more than two Opportunity Sites over which the County has site control. Prior to DFI commencing Phase 2, Schedule C of this Agreement shall be amended to identify the selected parcel(s) by parcel identification number or other unique identifier, if not already listed in Schedule C.

Phase 2: Additional Site-Specific Pre-Development & Solicitation of Private Development Partners on selected Opportunity Sites

9. Support staff in community engagement activities to solicit public input as it relates to the Opportunity Sites;
10. Perform site constraints analysis to determine what the site can actually support given topographical conditions and other limitations and to test fit potential development programs for the Project;
11. Conduct a financial feasibility analysis, preparing a financial model for development program (i.e., development budget, operating cash flows, sources of capital, etc.) for the Project to determine financial feasibility for private partners and scale of public investment, if necessary;
12. Evaluate options for financing and structuring public participation in development or redevelopment, if necessary, including use of development finance tools (tax credits, district designations, etc.);
13. Obtain County approval of a feasible development program and a solicitation for development partners), and assist County with developing criteria to inform County's selection of eventual partner(s);
14. Actively market and discuss the solicitation with qualified development partners with the goal of receiving competitive proposals from qualified developers who are capable of accomplishing the County's approved development program;
15. Support County officials in development partner selection process by carrying out due diligence of potential partners, preparing investment summaries, and evaluating solicitation responses using County's criteria;
16. Support the County in negotiating deal points with the development partner selected to execute the approved development program pursuant to the solicitation. Deal points include development parameters for public-private partnerships and milestones, which are typically memorialized first in a non-binding memorandum before being finalized in a development agreement; and
17. Support the County through the point that the above-referenced development partner closes on financing for the project, by regularly evaluating changes proposed by the development partner to pro forma financials and public participation options, in order to verify developer assumptions about revenues, development costs, operating expenses, and debt and equity structuring as market conditions evolve.

This Scope of Services does not include services that require a licensed broker or licensed attorney to perform. In addition, the scope does not include tasks associated with site planning expertise from architects or engineers, nor does it include site preparation expenses such as land survey, soil samples, and environmental testing (if such services are required, DFI will advise County to obtain such services from third parties).

Deliverables

Deliverables include presentations, summaries, and other documentation intended by DFI to be delivered to the County regarding the Scope of Services.

Schedule B PAYMENT SCHEDULE

1. Client Payment Schedule. The Client Payment shall be due and payable upon receipt of the DFI invoices in accordance with the following schedule:

\$42,650 on February 1, 2020

\$42,650 on June 1, 2020

2. The Development Services Fee associated with each Development Services Agreement shall be paid by each Developer to DFI pursuant to Section 4 of the Agreement, "Payment."
3. In furtherance of DFI's charitable mission to provide education, to provide relief to the poor and distressed, and to lessen the burdens of government, the 1% Development Services Fee to be paid by the private developer(s) will be discounted by a multiplier related to local rents in the event that the project is a subsidized housing development utilizing federal Low Income Housing Tax Credits (LIHTC) issued by the North Carolina Housing Finance Agency pursuant to a Qualified Allocation Plan. Specifically, the Development Services Fee shall be adjusted by a "Local Multiplier" to obtain an "Adjusted Development Services Fee" that shall be applicable only to the portion of a development project that is subsidized by and subject to restrictions related to LIHTC (the full Development Services Fee will be applied to the remaining portion of the development project). The Local Multiplier for Dare County is 0.85. The Adjusted Development Services Fee shall be calculated as follows: 1.0% multiplied by the Local Multiplier.

Schedule C
PROJECT AREA

The Project consists of all parcels listed by Property Identification Number (PIN) that:

- (i) are leased, owned, or placed under option by Client at any time during the term of this Agreement, and/or
- (ii) become the subject of a Development Services Agreement between Client and a third party during the term of this Agreement.

Project PINs:

978906471931

978906481380

County of Dare, North Carolina

*Owner and Parcel information is based on current data on file and was last updated on January 03 2020

Primary (100%) Owner Information:

DARE COUNTY
P O BOX 1000
MANTEO NC 27954

Parcel Information:

Parcel: 025540003 PIN: 978906481380

District: 11- MANTEO OUT

Subdivision: SUBDIVISION - NONE

LotBlkSect: LOT: PARCEL 1 BLK: SEC:

Multiple Lots: -

PlatCabSlide: Units: 0

Deed Date: 09/28/2005

BkPg: [1643/0014](#)

Parcel Status: EXEMPT



Property Use: VACANT LAND (DARE COUNTY)

156 S CALIFORNIA LN

BUILDING USE & FEATURES Tax Year Bldg Value: \$0

Building Use:

Exterior Walls:

Full Baths:

Bedrooms:

Heat-Fuel:

Heat-Type:

Air Conditioning:

Half Baths:

Actual Year Built:

Finished sqft for building 1:

Total Finished SqFt for all bldgs: 0

Disclaimer: In instances where a dwelling contains unfinished living area, the square footage of that area is included in the total finished sqft on this record. However, the assessed value for finish has been removed.

MISCELLANEOUS USE Tax Year Misc Value: \$0

LAND USE Tax Year Land Value: \$119,500

Land Description : 11-Commercial Vlg Undeveloped

TOTAL LAND AREA: 2.06 acres

Tax Year Total Value: \$119,500

*Values shown are on file as of January 03 2020

County of Dare, North Carolina

*Owner and Parcel information is based on current data on file and was last updated on January 03 2020

Primary (100%) Owner Information:

DARE COUNTY
P O BOX 1000
MANTEO NC 27954

Parcel Information:

Parcel: 025540004 PIN: 978906471931

District: 11- MANTEO OUT

Subdivision: SUBDIVISION - NONE

LotBlkSect: LOT: PARCEL 3 BLK: SEC:

Multiple Lots: -

PlatCabSlide: Units: 0

Deed Date: 09/28/2005

BkPg: [1653/0014](#)

Parcel Status: EXEMPT



Property Use: VACANT LAND (DARE COUNTY)

170 S CALIFORNIA LN

BUILDING USE & FEATURES Tax Year Bldg Value: \$0

Building Use:

Exterior Walls:

Full Baths:

Bedrooms:

Heat-Fuel:

Heat-Type:

Air Conditioning:

Half Baths:

Actual Year Built:

Finished sqft for building 1:

Total Finished SqFt for all bldgs: 0

Disclaimer: In instances where a dwelling contains unfinished living area, the square footage of that area is included in the total finished sqft on this record. However, the assessed value for finish has been removed.

MISCELLANEOUS USE Tax Year Misc Value: \$0

LAND USE Tax Year Land Value: \$227,700

Land Description : 11-Commercial Vlg Undeveloped

TOTAL LAND AREA: 5.74 acres

Tax Year Total Value: \$227,700

*Values shown are on file as of January 03 2020



Consent Agenda

Description

1. Approval of Minutes (01.06.20)
2. Roanoke Island Water Project Assessment Deletion
3. Emergency Management Homeland Security Grant Program (HSGP)
4. DHHS - Child Protection Team & Child Fatality Prevention Team Annual Report
5. Tax Collector's Report

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager



Approval of Minutes

Description

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

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., January 6, 2020

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

Commissioners absent: None

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

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

At 9:02 a.m. Chairman Woodard called to order the regularly scheduled meeting with appropriate prior public notice having been given. He invited Rev. David Morris to share a prayer, and then he led the Pledge of Allegiance to the flag.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

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

- The Board attended the 116th Anniversary of Flight at Wright Brothers Memorial along with a luncheon to honor Col. Gail Halvorsen.
- On December 19th he met with Dr. Bagwell, new president of the College of the Albemarle, and reviewed Dare County’s commitments to COA with the new facility.
- Attended the Watermen United dinner held at Lone Cedar
- He gave an overview of Dr. Martin Luther King’s background with a reminder of the 29th Annual Dare County commemoration on January 18th at the Dare Center.
- The State of the County address would be given on January 15 at Captain George’s restaurant along with the kickoff of the 150th anniversary of Dare County.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Matthew Stowe, received a 10-year pin from Sheriff Doughtie.
- 2) Ashia Norman, received a 15-year pin from Tammy Reber
- 3) Selena Simpson, received a 20-year pin from Jennie Collins.

ITEM 3 – EMPLOYEE OF THE YEAR – 2019

Shawn Hughes, Fleet Management Supervisor, on behalf of the Employee of the Month Committee, recognized each of the 2019 recipients of the Employee of the Month and asked them to stand before announcing Jodi Wyant, the Dare County Public Health Nurse Supervisor, as 2019 Employee of the Year.

ITEM 4 – EMPLOYEE OF THE MONTH – January, 2020

Deputy Duwayne Gibbs received the Employee of the Month award from Sheriff Doug Doughtie. Deputy Gibbs was described as a deeply compassionate Manteo High School resource officer and an asset to the Sheriff's Department. As an advocate for students in and out of the building, Deputy Gibbs was said to deliver positive feedback along with constructive criticism to students.

ITEM 5 – PUBLIC COMMENTS

At 9:31 a.m. the Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center Annex in Buxton. Following is a summary of all citizen remarks, which can be viewed in their entirety in a video on the County website:

The following comments were made in Manteo:

1. Rev. Spottswood Graves commented on Dr. Martin Luther King's philosophy of non-violent resistance. He reminded the Board and public there would be a 29th annual celebration of Dr. King on January 18 at the Dare Center at 11:00 a.m. with presentations, singing and a free lunch.
2. Jay Overton, resident of Kill Devil Hills, provided the community interest and involvement with the flood map updates. He noted three years ago a group of homebuilders, surveyors and engineers concerned with the elevation changes obtained copies of the maps. The group reviewed the statistical and historical data for approximately eight months and also joined several planning discussions. He thanked Donna Creef and her staff and offered continued assistance with the education of the community to provide safe guidelines for Dare County's homeowners.
3. George Carver, Executive Director of Dare Minority Coalition Inc., presented the Board with his Memorandum of Understanding drafted with two developers, East Point Homes, LLC and Halcon Development, LLC, whose goals were to identify suitable sites for an affordable rental community in Dare County. He presented materials for the Board's consideration and review of a potential 19-acre parcel for prospective essential housing.

There were no comments made in Buxton

The County Manager closed Public Comments at 9:46 a.m.

ITEM 6 – EMS DEMONSTRATION OF NEW EQUIPMENT

Jennie Collins, EMS Director, provided a presentation of newly purchased equipment funded with the 2020 CIP. Chief Collins indicated the County averaged seventy-six cardiac arrests per year and in 2019 there were sixty-one. The team simulated the time critical procedures taken during a cardiac arrest with a manikin while utilizing a LUCAS CPR device, which

provided consistent chest compressions for the patient. Twenty-five of these devices are now available throughout the County. New cardiac monitors were also purchased to aid in the interpretation of cardiac rhythms. Commissioner Ross commented he had observed the EMS team's incredible professionalism during an actual cardiac situation a little over a year ago and praised their professionalism and efficiency.

ITEM 7 - DARE COUNTY FARM LEASE (Att. # 1)

County Manager summarized the issuance of a Request for Proposal for lease of County-owned farm land which consisted of approximately 348.98 acres located at 1603 Cub Road, Manns Harbor. Matt Respass was the only bid received in the amount of \$115.00/acre (\$40,132.70 per year).

MOTION

Vice Chairman Overman motioned to approve the lease agreement terms with the proposed tenant, Matt Respass.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

MOTION

Commissioner House motioned to adopt the resolution to enter into the lease and authorize the County Manager to execute the lease.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 8 – MONARCH BEACH CLUB OF DARE LEASE (Att. # 2)

County Manager reviewed the Monarch Beach Club of Dare had been leasing a space at the old COA building, slated for demolition. The County has offered, and Monarch has agreed to relocate and lease a space at the refurbished old Kellogg building, located at 715 N. Hwy. 64/264, Manteo, NC.

MOTION

Commissioner House motioned to approve the three-year lease agreement terms with Monarch Beach Club of Dare, adopt the resolution and authorize the County Manager to execute the lease.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 9 – DARE COUNTY TOURISM BOARD REQUEST CONSENT EXPENDITURE FROM LONG TERM UNAPPROPRIATED LINE ITEM 4585

Lee Nettles, from the Tourism Board, explained \$70,000.00 was requested to be awarded to Chicamacomico Historical Assoc. to assist in the purchase of property immediately adjacent to the Life Saving Museum, known as Parcel No. 012530000 in Rodanthe. The Tourism Board had voted unanimously to purchase the adjacent property to maintain the ecstastic of the attraction and to prevent negative impact from possible development of the vacant area.

MOTION

Commissioners Bateman and House motioned to approve the Expenditure from Long Term Unappropriated Line Item 4585 for award of \$70,000.00 to Chicamacomico Historical Association.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 10 – REVIEW OF 2020-21 GRANT APPLICATION FROM THE ECONOMIC IMPROVEMENT COUNCIL

The Economic Improvement Council (EIC) provided their 2020-21 Community Services Block Grant Program (CSBG) application for funding to the Board of Commissioners for review. This federal grant is designed to help support a wide range of community-based activities to reduce poverty. These include activities to help low-income individuals and families secure and retain meaningful employment, adequate education, obtain adequate housing and other community services.

The Board reviewed the grant application and offered the following comments:

Commissioner Couch asked what kind of insight did the community have in establishing this grant and the County Manager offered the large grant (over \$10 million) would serve Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrell and Washington Counties and use the funds for the various programs of the EIC. Commissioner Ross inquired if Dare’s proposed portion of the grant was \$285,027 and the County Manager confirmed that as accurate. There was no further discussion.

ITEM 11 – UPDATE ON DARE COUNTY FLOOD MAPS

Donna Creef, Planning Director, reminded the Board the flood maps were released to Dare County on June 30, 2016 and become effective June 19, 2020. She noted her comments were reflective on how unincorporated Dare County would enforce regulations in the future; however, she anticipated the surrounding towns would undertake similar procedures as related to their areas. Dare County would commence procedures in the following months which affect the flood map adoption, to include public hearings, revision of the Dare County Flood Development Prevention Ordinance (which require Planning Board review), and amendments to a few zoning districts. Ms. Creef reviewed the 2006 flood map reflected 12,875 properties as AE zone and the 2020 map would identify only 8,493 AE zone properties in Dare. Overall changes in the maps would result in a 41% decrease in the number of properties considered to lie in a flood zone. A large number of properties are being reclassified to a lower risk class zone and many of those properties remaining in flood zones have reduced base flood elevations. The revised maps would be used for insurance rating purposes and hold a potential for decreased flood insurance rates. Shaded X and X zone properties do not require flood insurance coverage. Ms. Creef emphasized the importance of misleading phraseology when connecting AE zones with 100-year probability and the X zone with 500-year flood probability. To illustrate, she outlined the six flood events Dare County has had in less than ten years: Irene 2011, Arthur 2014, Hermine and Matthew 2016, Michael 2018 and Dorian in 2019. The flood maps are developed by FEMA and the State of North Carolina and are based upon eight-year old coastal flood models for the entire state without inclusion of weather events which occurred within the past ten years. During Board discussion and in light of the new maps, which would afford insurance saving options to many residents, Vice Chairman Overman voiced Dare County could continue to use the area’s weather event data, coupled with common sense, in the development of future ordinances and building regulations. Ms. Creef added there was a concern, especially for new property owners to the area, who follow lender or insurance carrier advice and not secure flood insurance without fully understanding the possible flood risks. She noted 25% of the flood claims filed occur in X zone properties. When flood maps updated again in the next ten years, and reflected the weather events omitted in the 2020 maps, properties could be re-classified once more, and result in non-conforming structures coupled with increased flood insurance

rates. Additionally, residences with 2020 new lower base flood elevations may consider converting the ground-floor enclosures (currently limited by law to parking access and storage) and become subject to future flood damage. At the request of Commissioner Ross, the definition of the zones, as they related to new construction were reviewed along with the possibility of construction of "slab on grade" based upon the updated elevations. Commissioner Bateman asked about insurance company reactions to the changes. Recent meetings indicate the mortgage lenders and insurance professionals, aware of the empirical knowledge, shared the Planning Department's concerns. Ms. Creef shared that Currituck counties maps have been adopted and the mortgage companies are sending letters to cancel flood insurance policies. Based upon input from the surveying community and local flood events, a recommended response to elevation would be an LES (Local Elevation Standard) of eight feet, which is shown as the predominate AE8 zones on 2006 flood maps. Ms. Creef cautioned construction must also address the factors of wind. The next steps would be for the Board to instruct Planning Director to commence with ordinance amendment procedures for consideration of Local Elevation Standard regulations and implementation of outreach activities for the revised flood maps. An additional report would be provided to the Board in April, 2020, with a formal recommendation regarding the details of amendments.

At 10:38 a.m. Commissioner Tobin left the meeting due to another commitment.

MOTION

Vice Chairman Overman and Commissioner Bateman motioned to proceed with map adoption and updates to the Flood Ordinance to include consideration of local elevation standards.

Commissioner House seconded the motion.

VOTE: AYES unanimous (Note Commissioner Tobin was not present for voting on this item)

ITEM 12 – FEMA GRANTS UPDATE

Brent Johnson, Project Manager, provided the distinctions between different FEMA grant programs: HMGP-Hazard Mitigation Grant Program, which is tied to particular storm (i.e. Dorian) and FMA Flood Mitigation Assistance and PDM Pre-Disaster Mitigation programs which were annually budgeted through Congress. HMGP was restricted by the funds received by the state based upon the individual assistance and public assistance given to the state by FEMA (i.e. \$47 million claimed in Dorian, therefore NC would receive 20%, approximately \$9.7 million). With HMGP programs, FEMA picks up 75% of the cost and 25% is born by the state. Depending upon the project, the County or homeowner bears 25% of the cost in FMA and PDM grants. Currently 16 homes had been submitted for elevation approval through HMGP Michael and 24 homes under HMGP Florence. Fifteen homes await approval through the FMA 2019 programs. Commissioner Bateman asked if any FEMA grants were available for commercial properties and Mr. Johnson advised there were; however, the County's current policy did not allow utilization of grant dollars for commercial properties.

MOTION

Commissioner Couch motioned to approve Brent Johnson as primary designated applicant agent for FMA, PDM and HMGP FEMA grant programs.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

AMENDED MOTION

Commissioner Couch amended his motion to include approval of the County Manager as secondary agent for FMA, PDM and HMGP grant programs.

Commissioner Ross seconded the amended motion.

VOTE: AYES unanimous (Note Commissioner Tobin was not present for voting on this item)

ITEM 13 – CONSENT AGENDA

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

MOTION

Commissioner House motioned to approve the Consent Agenda:

- 1) Approval of (12/16/19) **(Att. # 3)**
- 2) NCDOT Utility Relocation Agreement
- 3) Budget Amendment Approval for Community of Juvenile Services

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous (Note Commissioner Tobin was not present for voting on this item)

ITEM 14 – BOARD APPOINTMENTS

1) Commission for Working Watermen

Commissioner House motioned to reappoint Dewey Hemilright and Joe Wilson for a three year term.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous (Note Commissioner Tobin was not present for voting on this item)

Commissioner House advised the Commission for Working Watermen was working on filling the science advisor vacancy.

2) Dare County Tourism Board

Commissioner Representative:

Commissioner Couch motioned to appoint Commissioner Bateman

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous (Note Commissioner Tobin was not present for voting on this item)

At-Large Representative:

Vice Chairman Overman motioned to appoint Tim Cafferty

Commissioner House seconded the motion.

VOTE: AYES unanimous (Note Commissioner Tobin was not present for voting on this item)

Dare County Restaurant Association:

Vice Chairman Overman motioned to appoint Karen Loopman-Davis

Commissioners House and Couch seconded the motion.

VOTE: AYES unanimous (Note Commissioner Tobin was not present for voting on this item)

Town of Nags Head Representative:

Commissioner Bateman motioned to appoint Commissioner Webb Fuller

Commissioner House seconded the motion.

VOTE: AYES unanimous (Note Commissioner Tobin was not present for voting on this item)

Town of Kill Devil Hills Representative:

Mike Hogan was ineligible for reappointment. The Town of Kill Devil Hills provided the following names for consideration: Commissioners Ivy Ingram, John Windley and Bernard "B.J." McAvoy. As no Commissioner had had an opportunity to confer with the candidates, Commissioner Bateman motioned to table the appointment until January 21, 2020. Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous (Note Commissioner Tobin was not present for voting on this item)

Outer Banks Association of Realtors Representative:

Commissioner Couch motioned to appoint Doug Brindley
Commissioner House seconded the motion.

VOTE: AYES unanimous (Note Commissioner Tobin was not present for voting on this item)

Town of Kitty Hawk Representative:

Vice Chairman Overman motioned to appoint Jeff Pruitt
Commissioner Bateman seconded the motion.

VOTE: AYES unanimous (Note Commissioner Tobin was not present for voting on this item)

Town of Southern Shores Representative:

Vice Chairman Overman motioned to appoint Councilman Leo Holland to complete the term of Christopher Nason
Commissioner House seconded the motion.

VOTE: AYES unanimous (Note Commissioner Tobin was not present for voting on this item)

3) Upcoming Board Appointments

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

ITEM 15 – 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 offered no new business but Happy New Year wishes for all.

Commissioner Couch

- Thanked NCDOT for the mile and half repair to the south approach to Bonner Bridge along with the safety shoulder for hikers and biking traffic.
- Thanked Gerard from Flatiron Construction for a recent tour of the Rodanthe Bridge.

Commissioner Ross

- Albemarle Commission would be holding its annual election of officers during their next meeting and reviewing their recent audit.
- The Tourism Task Force would continue to review options and a strategic plan and opportunities for the event site later this month.
- A Dementia Awareness Task Force would be meeting at the Kitty Hawk United Methodist Church.

- He mentioned an update from Senator Tillis' office, which included an Alzheimer's Awareness/Remedial Activity Initiative sponsored for \$20 million a year in North Carolina for the next five years. Commissioner Ross hopes to bring more information to bring some of those funds to Dare County.
- He attended the Dare County Center Toy Drive and thanked Sandy Pace and the Center for their continued work for the community.

Commissioner House

- He attended the December 17 Flounder Scoping meeting with over fifty in attendance. There were heavy discussions concerning stock assessments.
- He warned care should be taken this year to properly date legal documents using "2020" rather than just "20" to avoid confusion or possible fraud.

Vice Chairman Overman

- Congratulated the service pin recipients, the Employee of the Year and the 2020 Employee of the month for January, 2020 and wished everyone a Happy New Year.
- He noted some important items to address this year would be the need to replace the bridge over the Alligator River along with jetties to help stabilize the shoaling on the west side of the Oregon Inlet.
- He attended the flounder scoping meeting and noted that while the State's test nets caught nothing, our local fisherman, who knew where to fish, had a good year with their pound nets.

Chairman Woodard added he recently met with Senator Richard Burr and shared with him some of the same concerns.

MANAGER'S/ATTORNEY'S BUSINESS

Robert Outten introduced a benefit consulting agreement from Cleartrack HR which would allow Dare County to organize their employees' benefits enrollment in one system. This service, provided through the benefit consultant, Mark III, would be provided at no additional cost to the County.

MOTION

Commissioner House motioned to approve the agreement with Cleartrack HR.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous (Note Commissioner Tobin was not present for voting on this item)

County Manager mentioned professional customer service was always a County concern and he read a letter received from a citizen who had lost their glasses and wallet when they were accidentally thrown in the trash. The County's sanitation department personnel dumped an entire truck, sorted through the trash and found the items. The citizen offered praise and gratitude for the exceptional customer service.

County Manager and Board thanked Matt Hester and the IT Department for the installation of new monitors for the Board members.

Public Information Officer and Finance Director had no new business to add.

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

MOTION

Commissioner House motioned to adjourn the meeting.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

At 11:21 a.m., the Board of Commissioners adjourned until 5:00 p.m., January 21, 2020.

Respectfully submitted,

[SEAL]

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

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

Note: Copies of attachments (Att.), 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.



Roanoke Island Water Project Assessment Deletion

Description

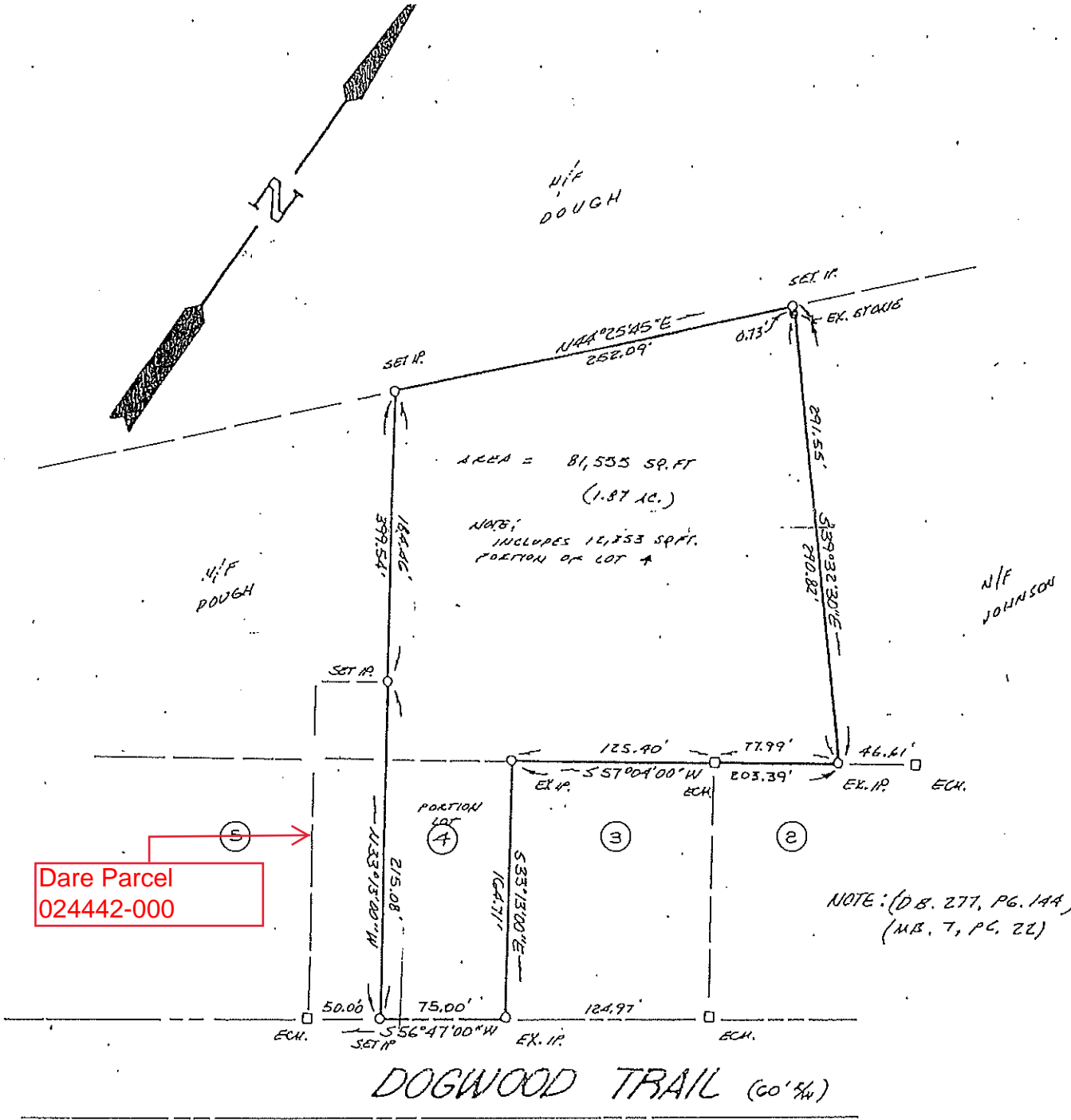
Property parcel #024442-000 is requested to be deleted from the Roanoke Island Water Project Assessment Roll. This parcel is a 50 foot easement that was erroneously included on the original listing. The parcel plat is included for reference.

Board Action Requested

Delete this parcel from the Roanoke Island Project Assessment Roll.

Item Presenter

Pat Irwin



Dare Parcel
024442-000

F. RICHARD QUIBLE, R.L.S., certify that this plot was drawn from an actual field land survey;
 and that the error of closure as calculated by latitudes and departures is 1:10,000; that it was prepared
 in accordance with G.S. 47 - 30 as amended.

Witness my hand and seal this 3RD day of DECEMBER 38 A. D. 19 80.



Budget Amendment - Emergency Management Homeland Security Grant Program (HSGP)

Description

Submitted to account for Emergency Management grants received outside the budget cycle. Both grants are 100% reimbursable with no matching funds required.

The Homeland Security Grant Program (HSGP) exercise grant will fund an active assailant exercise. The HSGP equipment grant will fund the purchase of a Mobile Dock Lift used to load/unload trucks without a forklift.

Copies of both grant agreements are attached.

Board Action Requested

Budget Amendment Approval

Item Presenter

Drew Pearson, Emergency Management Director

DARE COUNTY

BUDGET AMENDMENT

F/Y 2019/2020

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
<u>Department: Emergency Management</u>					
<u>Revenues:</u>					
HSGP Exercise	103542	422220	00406	10,000	
HSGP Equipment	103542	422220	00413	39,000	
<u>Expenditures:</u>					
HSGP Exercise	104542	525800	00406	10,000	
HSGP Equipment	104542	537400	00412	39,000	

Explanation:

Submitted to account for Emergency Management grants received outside the budget cycle. Both grants are 100% reimbursable with no matching funds required.

The Homeland Security Grant Program (HSGP) exercise grant will fund an active assailant exercise. The HSGP equipment grant will fund the purchase of a Mobile Dock Lift used to load/unload trucks without a forklift.

Copies of both grant agreements are attached.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2019

CFDA#: 97.067

Grant#: EMW-2019-SS-00057

SUBAWARD NOTIFICATION

Drew Pearson
Dare County
370 Airport Road
Manteo, NC 27954

Period of Performance: September 1, 2019 to February 28, 2022

Project Title: Special Event Active Assailant EX

Total Amount of Award: \$10,000.00

MOA #: 1904-12

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2019 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2019 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of Funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

**Homeland Security Grant Program
(HSGP)**

Fiscal Year 2019

CFDA #: 97.067

Grant #: EMW-2019-SS-00057

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:

Dare County
Tax ID/EIN #: 56-6000293-A
Duns #: 082358631

MOA #: 1904-12

Award amount: \$10,000.00

Period of performance:

September 1, 2019 to February 28, 2022

DPS fund code: 1502-7A12-3H19

1. Purpose

The purpose of this Memorandum of Agreement is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2019 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Projects managed by the Recipient (State) on behalf of Subrecipient (Only)

By checking this Box I request that the Recipient retain funds effective September 1, 2019. Subrecipient has agreed to receive grant funds from Recipient. Subrecipient desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of \$10,000.00 awarded through the FY 2019 HSGP. Subrecipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, make Equipment Purchases, and conduct

Training and Exercise activities to improve prevention, protection, preparedness, response, and recovery capabilities. See Attachment 1 for detailed Scope of Work.

4. Compensation

Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the Subrecipient. Payment to the Subrecipient for expenditures under this Agreement will be reimbursed after the Subrecipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

5. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Homeland Security Response" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- ii. Complete any procurement(s) and expenditures no later than February 28, 2022.
- iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th.
- iv. Submit request for reimbursement with all required documentation attached.

B. File Retention:

Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits:

- i. Resolution/ordinance establishing Subrecipient a State, Local, or Non-Profit
- ii. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment
- iv. Audit findings and corrective action plans
- v. Equipment inventory records with photo documentation of labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

6. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2019 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these

funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

7. **Supplantation**

Subrecipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Subrecipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

8. **Compliance**

Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2019 HSGP NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

9. **Responsibilities**

Recipient:

- A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The Federal award date is September 1, 2019. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2022.
- D. The recipient shall directly monitor the completion of this project.

Subrecipient:

- A. The Subrecipient shall expend FY 2019 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and HSGP NOFO announcement and the DHS Financial Management Guide. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549

and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316; and Grant Award and Special Conditions documents.

- C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch. Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice.
- D. Complete the procurement(s) process not later than February 28, 2022.
- E. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th. (Attachment 2)
- F. Maintain a grant management filing system as required in this MOA.
- G. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.
- H. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2019 HSGP NOFO announcement and Grant Award and Special Conditions documents.
- I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security.
- M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- N. Maintain an effective property management system that complies with the following requirements:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

- iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the Authorized Equipment List (AEL) for HSGP are eligible for purchases from this grant. For more guidance visit www.fema.gov.
- O. No indirect or administrative costs will be charged to this allocation award.
- P. Subrecipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- Q. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- R. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Subrecipient, and shall not be reimbursed under this MOA.

10. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2019 HSGP NOFO announcement, available at: www.fema.gov. 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

11. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for all taxes.

12. Warranty

As an independent subrecipient, the Subrecipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall

not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. Audit Requirements

For all DHS grant programs, Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

14. State Property

Subrecipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Subrecipient unless noted in Section 8 of the MOA.

15. Points of Contact

To provide consistent and effective communication between Subrecipient and the North Carolina Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The North Carolina Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the HSGP Program Manager or the person designated by the Subrecipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this Agreement, then Subrecipient agrees to include in the subcontract that the sub is bound by the terms and conditions of this MOA. Subrecipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Subrecipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

18. Situs

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

This Agreement is entered into in compliance with all State and Federal antitrust laws.

20. Other Provisions/Severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Subrecipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

21. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2019 HSGP NOFO announcement.

22. Entire Agreement

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

23. Modification

This Agreement may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

24. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> , and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

25. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2022. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2019 HSGP NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

26. Scope of Work

Subrecipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

A. Scope of Work Summary

- i. Completed appropriate report forms with invoices and proof(s) of payment
- ii. Audit findings and corrective action plans
- iii. Equipment inventory records with photo documentation of labeling

B. Documentation to be provided throughout the Period of Performance of the grant:

- i. Quarterly project progress reports
- ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
- iii. After-action report from exercise
- iv. Training course roster and description
- v. Any other documentation that would be pertinent
- vi. All legible and complete invoices and receipts detailing the expenses associated with the project.

Receipts must contain the following information:

- Name and address of the vendor or establishment providing the product or service.
- Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
- Date the product or service was provided.
- Itemized description of all products or services.
- Unit price of products or services (if applicable).
- Total amount charged.

- vii. Proof of payment of expenses associated with the project

27. Lobbying Prohibition

The Subrecipient certifies, to the best of its 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 or employee of any state or Federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

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

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation 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 subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient 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. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The subrecipient 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 Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any Federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives Federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with

all requirements imposed by, or pursuant to, the Regulations.

- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.
- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 - B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the DHS.

32. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub- Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace
 - ii. The Subrecipient's policy of maintaining a drug-free workplace
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), 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)(ii), with respect to any employee who is convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, 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).

33. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2019. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

34. Term of this Agreement

This agreement shall be in effect from September 1, 2019 to February 28, 2022.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2019

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

DARE COUNTY
370 AIRPORT ROAD
MANTEO, NC 27954

DocuSigned by:
BY: Michael A. Sprayberry
MICHAEL A. SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT

DocuSigned by:
BY: Bobby Outten
736D5620845F461...

APPROVED AS TO PROCEDURES:

DocuSigned by:
BY: Darlene Langston
DARLENE LANGSTON, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: _____

DocuSigned by:
BY: William Polk
WILLIAM POLK, ASSISTANT GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

DocuSigned by:
BY: Erik A. Hooks
ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2019 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1

Home

Exercise Request

*Submitted By	Dare County		
*Exercise Name	Special Event Active Assailant Exercise		
Location	370 Airport Road Manteo NC 27954		
Sponsoring Agency	Dare County Emergency Mngement		
Military Installation			
For Official Use Only			
MOA #			
Status	Submitted	Status Date	01/03/2019

*Scenario (check all that apply)			
<input type="checkbox"/> Chemical Release or Threat	<input type="checkbox"/> Search and Rescue		
<input type="checkbox"/> Nuclear Release or Threat	<input type="checkbox"/> Cyber		
<input type="checkbox"/> Natural Disaster	<input type="checkbox"/> Radiological Release or Threat		
<input type="checkbox"/> Explosive Detonation or Threat	<input type="checkbox"/> Agriculture		
<input checked="" type="checkbox"/> Active Shooter			
Other Scenario			
*Type (check all that apply)			
<input type="checkbox"/> Drill	<input type="checkbox"/> Full-Scale Exercise (FSE)	<input checked="" type="checkbox"/> Functional Exercise (FE)	<input type="checkbox"/> Game
<input type="checkbox"/> Planning Conference	<input type="checkbox"/> Seminar	<input type="checkbox"/> Tabletop Exercise (TTX)	<input checked="" type="checkbox"/> Workshop
*Focus (check all that apply)			
<input checked="" type="checkbox"/> Prevention	<input checked="" type="checkbox"/> Protection	<input type="checkbox"/> Mitigation	<input checked="" type="checkbox"/> Response
<input checked="" type="checkbox"/> Recovery			
Other Focus			
*Scope (check all that apply)			
<input type="checkbox"/> Local Only	<input type="checkbox"/> Regional (within State)	<input checked="" type="checkbox"/> Private/Corporation	<input type="checkbox"/> Multi-State
<input checked="" type="checkbox"/> VOAD (Red Cross, etc.)	<input checked="" type="checkbox"/> Local/State	<input type="checkbox"/> National Level Exercise	<input checked="" type="checkbox"/> Multi-Local
<input checked="" type="checkbox"/> Federal/State/Local			
Other Scope			

Exercise Sponsor Point of Contact Information

Organization	Dare County Emergency Management
County Manager	Bobby Outten

2		
3		
4		
TOTAL		\$10,000.00

Attached Documents

Document			Browse...
Description			
Select	Description	Document	
<input type="checkbox"/>	TERMS Exercise Supplement	TERMSExerciseSupplement.pdf	

Additional Notes

Award amount adjusted to \$10,000 by Dianne Curtis
 Training is not authorized for the MOA. CCALL 9/18/2019
 No advertisements, souvenirs, or promotional items such as mugs, shirts, sweatshirts
 etc. are authorized for reimbursement through the MOA. CCall. 9/18/19



Exercise Grant Core Capabilities / Gap identification / MOA Signatory



County: Dare	MOA #:
Exercise Name: Special Event Active Assailant Exercise	

Note: Select All that Apply

Prevention	Response
<input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Public Information and Warning <input checked="" type="checkbox"/> Operational Coordination <input checked="" type="checkbox"/> Intelligence and Information Sharing <input type="checkbox"/> Interdiction and Disruption <input type="checkbox"/> Screening, Search, and Detection <input type="checkbox"/> Forensics and Attribution	<input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Public Information and Warning <input checked="" type="checkbox"/> Operational Coordination <input type="checkbox"/> Infrastructure Systems <input type="checkbox"/> Critical Transportation <input type="checkbox"/> Environmental Response/Health and Safety <input checked="" type="checkbox"/> Fatality Management Services <input type="checkbox"/> Fire Management and Suppression <input type="checkbox"/> Logistics and Supply Chain Management <input checked="" type="checkbox"/> Mass Care Services <input type="checkbox"/> Mass Search and Rescue Operations <input checked="" type="checkbox"/> On-scene Security and Protection <input checked="" type="checkbox"/> Operational Communications <input checked="" type="checkbox"/> Public Health, Healthcare, and Emergency Medical Services <input type="checkbox"/> Situational Assessment
Mitigation	Protection
<input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Public Information and Warning <input checked="" type="checkbox"/> Operational Coordination <input checked="" type="checkbox"/> Community Resilience <input type="checkbox"/> Long-term Vulnerability Reduction <input type="checkbox"/> Risk and Disaster Resilience Assessment <input type="checkbox"/> Threats and Hazard Identification	<input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Public Information and Warning <input checked="" type="checkbox"/> Operational Coordination <input checked="" type="checkbox"/> Intelligence and Information Sharing <input type="checkbox"/> Interdiction and Disruption <input type="checkbox"/> Screening, Search, and Detection <input checked="" type="checkbox"/> Access Control and Identity Verification <input type="checkbox"/> Cybersecurity <input checked="" type="checkbox"/> Physical Protective Measures <input type="checkbox"/> Risk Management for Protection Programs and Activities <input type="checkbox"/> Supply Chain Integrity and Security
Recovery	Protection
<input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Public Information and Warning <input checked="" type="checkbox"/> Operational Coordination <input type="checkbox"/> Infrastructure Systems <input checked="" type="checkbox"/> Health and Social Services <input checked="" type="checkbox"/> Economic Recovery <input type="checkbox"/> Housing <input type="checkbox"/> Natural and Cultural Resources	<input checked="" type="checkbox"/> Planning <input checked="" type="checkbox"/> Public Information and Warning <input checked="" type="checkbox"/> Operational Coordination <input checked="" type="checkbox"/> Intelligence and Information Sharing <input type="checkbox"/> Interdiction and Disruption <input type="checkbox"/> Screening, Search, and Detection <input checked="" type="checkbox"/> Access Control and Identity Verification <input type="checkbox"/> Cybersecurity <input checked="" type="checkbox"/> Physical Protective Measures <input type="checkbox"/> Risk Management for Protection Programs and Activities <input type="checkbox"/> Supply Chain Integrity and Security

Capability gap(s) as determined and identified from previous exercises, gap analysis or THIRA

Past active assialant TTX identified needs to improve efforts in all dimensions selected above.

Memorandum of Agreement (MOA) signatory (Full Name, Title, Contact Information and Email address)

Bobby Outten, County Manager/Attorney 954 Marshall C.Collins Drive Manteo NC 27954 (252-475-5811) outten@darenc.com

For questions or concerns please contact NCEM at 919-825-2257 or ExerciseGrant@ncdps.gov

Attachment 2



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

Fiscal Year 2019

CFDA#: 97.067

Grant#: EMW-2019-SS-00057

SUBAWARD NOTIFICATION

Drew Pearson
Dare County
370 Airport Road
Manteo, NC 27954

Period of Performance: September 1, 2019 to February 28, 2022

Project Title: Mobile Dock Lift Unit

Total Amount of Award: \$39,000.00

MOA #: 1925

North Carolina Emergency Management (NCEM) is pleased to inform you that the federal Fiscal Year (FY) 2019 Homeland Security Grant Program (HSGP) has been approved for funding. In accordance with the provisions of FY 2019 HSGP award, NCEM hereby awards to the foregoing subrecipient a grant in the amount shown above.

Payment of Funds: The grant shall be effective upon final approval by NCEM of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The subrecipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Subrecipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that subrecipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the subrecipient; and that all agencies involved with this project understand that federal funds are limited to the period of performance. Subrecipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

For projects involving construction or the installation of equipment:

Prior to funds being expended from this award the subrecipient must complete and submit an Environmental Planning and Historical Preservation form to NCEM for approval. On receipt of the approval letter from NCEM the subrecipient may begin to expend grant funds.

Supplanting: The subrecipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the subrecipient will certify that the receipt of federal funds through NCEM shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE



MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov

OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685



North Carolina Department of Public Safety
Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

**Homeland Security Grant Program
(HSGP)**

Fiscal Year 2019

CFDA #: 97.067

Grant #: EMW-2019-SS-00057

Memorandum of Agreement (MOA)

between

Recipient:

State of North Carolina
Department of Public Safety
Emergency Management

Subrecipient:

Dare County
Tax ID/EIN #: 56-6000293-A
Duns #: 082358631

MOA #: 1925

Award amount: \$39,000.00

Period of performance:

September 1, 2019 to February 28, 2022

DPS fund code: I502-7A38-3H19

1. Purpose

The purpose of this Memorandum of Agreement is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (DHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Subrecipient to fund projects related to Homeland Security Planning, Operations, Equipment purchases, Training and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations

This Agreement is authorized under the provisions of (1) Department of Homeland Security Appropriations Act, 2019 (Pub. L. No. 116-6); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2019 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes. The funds awarded under this grant must be used in compliance with all applicable state and federal laws to include compliance with N.C.G.S. §143C-6-23 and 09 NCAC 03M. By accepting this award, the Subrecipient agrees to use these funds in a manner consistent with state laws and regulations.

3. Projects managed by the Recipient (State) on behalf of Subrecipient (Only)

By checking this Box I request that the Recipient retain funds effective September 1, 2019. Subrecipient has agreed to receive grant funds from Recipient. Subrecipient desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of \$39,000.00 awarded through the FY 2019 HSGP. Subrecipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, make Equipment Purchases, and conduct

Training and Exercise activities to improve prevention, protection, preparedness, response, and recovery capabilities. See Attachment 1 for detailed Scope of Work.

4. Compensation

Recipient agrees that it will pay the Subrecipient complete and total compensation for the services to be rendered by the Subrecipient. Payment to the Subrecipient for expenditures under this Agreement will be reimbursed after the Subrecipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 days after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

Subrecipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or revocation of equipment and/or grant funds awarded for this project.

5. Funding Eligibility Criteria

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Homeland Security Response" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance.
- ii. Complete any procurement(s) and expenditures no later than February 28, 2022.
- iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th.
- iv. Submit request for reimbursement with all required documentation attached.

B. File Retention:

Subrecipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three-year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits:

- i. Resolution/ordinance establishing Subrecipient a State, Local, or Non-Profit
- ii. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
- iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment
- iv. Audit findings and corrective action plans
- v. Equipment inventory records with photo documentation of labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.

6. Conditions

The Subrecipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2019 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these

funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Subrecipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Subrecipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

7. Supplantation

Subrecipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Subrecipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

8. Compliance

Subrecipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2019 HSGP NOFO announcement. Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

9. Responsibilities

Recipient:

- A. The Recipient shall provide funding to the Subrecipient to perform the work activities as described herein.
- B. The Recipient shall conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- C. The Federal award date is September 1, 2019. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2022.
- D. The recipient shall directly monitor the completion of this project.

Subrecipient:

- A. The Subrecipient shall expend FY 2019 HSGP Grant Program funds in accordance with the applicable DHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- B. The Subrecipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Subrecipient must follow procurement procedures and policies as outlined in the applicable DHS and HSGP NOFO announcement and the DHS Financial Management Guide. Subrecipient shall comply with all applicable laws, regulations and program guidance. Subrecipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549

and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316; and Grant Award and Special Conditions documents.

- C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch. Recipient will reimburse Subrecipient for eligible costs as outlined in the applicable DHS Program Guidelines and NOFO announcements. Subrecipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Subrecipient must submit request for reimbursement within 60 days of payment of invoice.
- D. Complete the procurement(s) process not later than February 28, 2022.
- E. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th. (Attachment 2)
- F. Maintain a grant management filing system as required in this MOA.
- G. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.
- H. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2019 HSGP NOFO announcement and Grant Award and Special Conditions documents.
- I. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Subrecipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or subrecipients have not been suspended or debarred from doing business with the Federal government”.
- J. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- K. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- L. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the Federal program logo must be approved by DHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security.
- M. Subrecipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- N. Maintain an effective property management system that complies with the following requirements:
 - i. Recipient and Subrecipient shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Subrecipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient. The grant summary, cost reports with backup documentation, certificate of title, and any other Subrecipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Subrecipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Subrecipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.

- iii. Subrecipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Subrecipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Subrecipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only allowable equipment listed in the Authorized Equipment List (AEL) for HSGP are eligible for purchases from this grant. For more guidance visit www.fema.gov.
- O. No indirect or administrative costs will be charged to this allocation award.
- P. Subrecipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the DHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- Q. Subrecipient must have a DUNS number, prior to any funds being released. DUNS numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- R. Each subrecipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- S. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Subrecipient, and shall not be reimbursed under this MOA.

10. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the DHS and NCEM for the purpose set forth, and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable DHS Program Guidelines, which include, but may not be limited to, the FY 2019 HSGP NOFO announcement, available at: www.fema.gov. 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the DHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

11. Taxes

Subrecipient shall be considered to be an independent subrecipient and as such shall be responsible for all taxes.

12. Warranty

As an independent subrecipient, the Subrecipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall

not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. Audit Requirements

For all DHS grant programs, Subrecipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

14. State Property

Subrecipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Subrecipient unless noted in Section 8 of the MOA.

15. Points of Contact

To provide consistent and effective communication between Subrecipient and the North Carolina Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The North Carolina Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director - Administration, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Subrecipient point of contact shall be the HSGP Program Manager or the person designated by the Subrecipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

17. Subcontracting

If Subrecipient subcontracts any or all purchases or services required under this Agreement, then Subrecipient agrees to include in the subcontract that the sub is bound by the terms and conditions of this MOA. Subrecipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Subrecipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Subrecipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Subrecipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

18. Situs

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

19. Antitrust Laws

This Agreement is entered into in compliance with all State and Federal antitrust laws.

20. Other Provisions/Severability

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Subrecipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

21. Compliance with the law

Subrecipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Subrecipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2019 HSGP NOFO announcement.

22. Entire Agreement

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

23. Modification

This Agreement may be amended only by written amendments duly executed by the Recipient and the Subrecipient.

24. Certification of eligibility--Under the Iran Divestment Act

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx>, and is updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please call (919) 814-3852.

25. Termination

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2022. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by DHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200 and the 2019 HSGP NOFO, incorporated by reference herein, the Subrecipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

26. Scope of Work

Subrecipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement:

- A. Scope of Work Summary
 - i. Completed appropriate report forms with invoices and proof(s) of payment
 - ii. Audit findings and corrective action plans
 - iii. Equipment inventory records with photo documentation of labeling
- B. Documentation to be provided throughout the Period of Performance of the grant:
 - i. Quarterly project progress reports
 - ii. Subrecipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP
 - iii. After-action report from exercise
 - iv. Training course roster and description
 - v. Any other documentation that would be pertinent
 - vi. All legible and complete invoices and receipts detailing the expenses associated with the project.

Receipts must contain the following information:

- Name and address of the vendor or establishment providing the product or service.
- Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
- Date the product or service was provided.
- Itemized description of all products or services.
- Unit price of products or services (if applicable).
- Total amount charged.

- vii. Proof of payment of expenses associated with the project

27. Lobbying Prohibition

The Subrecipient certifies, to the best of its 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 or employee of any state or Federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - procurement

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

- A. Compliance with Regulations: The subrecipient shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation 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 subrecipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subrecipients, including procurements of materials and leases of equipment. The subrecipient 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. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the subrecipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subrecipient or supplier shall be notified by the subrecipient of the subrecipients obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- D. Information and Reports: The subrecipient 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 Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a subrecipient is in the exclusive possession of another who fails or refuses to furnish this information the subrecipient shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the subrecipients noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the subrecipient under the contract until the subrecipient complies.
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The subrecipient shall include the provisions of every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a subrecipient becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the subrecipient may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the subrecipient may request the United States to enter such litigation to protect the interests of the United States.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 - regulations

Subrecipient hereby agrees that as a condition to receiving any Federal financial assistance from the DHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F , Nondiscrimination in Federally-Assisted Programs of the DHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Subrecipient receives Federal financial assistance from the DHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Subrecipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with

all requirements imposed by, or pursuant to, the Regulations.

- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

- C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of DHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the DHS and is binding on it, other recipients, subrecipients, contractors, subcontractors, transferees, successors in interest and other participants in the DHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964 – deeds, licenses, permits, leases

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Subrecipient executed in expending these grant funds:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a DHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Subrecipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.
- B. That in the event of breach of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Subrecipient:

- A. The [Subrecipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Subrecipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 - B. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Subrecipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Subrecipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act

The Subrecipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the DHS.

32. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub- Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace
 - ii. The Subrecipient's policy of maintaining a drug-free workplace
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
- C. Require that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph A. .
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement.
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), 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)(ii), with respect to any employee who is convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination.
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, 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).

33. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Subrecipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2019. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

34. Term of this Agreement

This agreement shall be in effect from September 1, 2019 to February 28, 2022.

IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2019

N.C. DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607

DARE COUNTY
370 AIRPORT ROAD
MANTEO, NC 27954

DocuSigned by:
BY: Michael A. Sprayberry
MICHAEL A. SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT

DocuSigned by:
BY: Bobbie Patten
736D5620845F461...

APPROVED AS TO PROCEDURES:

DocuSigned by:
BY: Darlene Langston
DARLENE LANGSTON, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY

BY: _____

DocuSigned by:
BY: William Polk
WILLIAM POLK, ASSISTANT GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS

DocuSigned by:
BY: Erik A. Hooks
ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2019 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1

North Carolina Emergency Management

Preparedness Grants Application

(Single HSGP project only)

Fiscal Year 2019

All fields are mandatory. Responses should be limited to the spaces allocated. If additional space is needed append the added text to this application. Clear, complete, and concise information is required for the review panel to make fair and equitable decisions.

Grants selection	
<i>Check all grants to be considered for this fiscal year. Grants left unchecked are forfeited.</i>	
Grants	<input type="checkbox"/> Emergency Management Performance Grant (EMPG) <input type="checkbox"/> Hazardous Materials Emergency Preparedness (HMEP) <input checked="" type="checkbox"/> Homeland Security Grant Program (HSGP) <input type="checkbox"/> North Carolina Tier II competitive <input type="checkbox"/> North Carolina Tier II noncompetitive

Contacts

Enter requested information for all contacts listed below.

Applicant

Applicant			
<i>This is the agency applying for grants.</i>			
Applying agency	Dare County Emergency Management		
Street address	370 Airport Rd		
City	Manteo	ZIP + 4	27954
Email	Drew.pearson@darenc.com		
EIN/Tax ID number	56-6000292		
DUNS number	188000723		
SAM registered	Yes	Expiration date	2/22/2019
Is the agency applying as a nonprofit with 501(c)(3) status?			No
Your name	Drew Pearson		
Are you authorized to apply for grants on behalf of the applying agency?			Yes

Field help

- Applying agency** The name of the agency applying for the grant.
- Street address, City, ZIP + 4, Email** The phone, street address (not PO Box), city, nine-digit zip code, and email of the applying agency.
- EIN/Tax ID number** The unique nine-digit identification number of the agency. Your Financial personnel should be able to provide this number.
- DUNS number** The unique eight-digit identification number of the agency. Your financial personnel should be able to provide this number.

- SAM registered** Each applicant must be registered in the federal System for Award Management (SAM) annually in order to be eligible to receive EMPG monies. The URL is <https://www.sam.gov/>.
- Expiration date** The expiration date of the SAM account.
- Is the agency applying as a nonprofit with 501(c)(3) status?** See <https://www.irs.gov/charities-non-profits/charitable-organizations/exemption-requirements-section-501c3-organizations>.
- Your name** The name of the individual completing this application.

Grants point of contact

Grants point of contact <i>This is the focal point for any ongoing communications regarding the grants. There is an opportunity to override this contact for any specific grant.</i>			
Name	Drew Pearson		
Agency	Dare County Emergency Management		
Title	Director		
Phone (work)	252-475-5897	Phone (mobile)	252-216-6012
Street address	370 Airport Rd (PO Box 1000)		
City	Manteo	ZIP + 4	27954
Email	drew.pearson@darenc.com		

Field help

- Name** The name of the contact.
- Agency** The name of the agency of the contact.
- Title** The title within the agency of the contact.
- Phone, Street address, City, ZIP + 4, email** The phone number, street address (not PO Box), city, nine-digit zip code, and email of the contact.

EM program manager

EM program manager <i>This is the local EM grants manager.</i>	
Name	Drew Pearson
Email	Drew.pearson@darenc.com

Field help

- Name** The name of the program manager.
- Email** The email address of the program manager.

Grants MOA signatory

Grants MOA signatory			
<i>This is the individual whose name appears on the signature page of the memorandum of agreement. While only one signatory is required, space for an additional signatory is provided. If even more signatories are required, add them in the "Appends" section. There is an opportunity to override this contact for any specific grant.</i>			
Name	Bobby Outten		
Agency	Dare County		
Title	Manager/Attorney		
Street address (not PO Box)	954 Marshal C. Collins Drive		
City	Manteo	ZIP + 4	27954
Email	outten@darenc.com		
Name	Click or tap here to enter text.		
Agency	Click or tap here to enter text.		
Title	Click or tap here to enter text.		
Street address (not PO box)	Click or tap here to enter text.		
City	Click or tap here to enter text.	ZIP + 4	Click or tap here to enter text.
Email	Click or tap here to enter text.		

Field help

- Name** The individual who signs the memorandum of agreement on behalf of the applicant.
- Agency** The agency name of the signatory.
- Title** The title within the agency of the signatory.
- Street address, City, ZIP + 4, email** The street address (not PO Box), city, nine-digit zip code, and email of the signatory.

Projects

Enter requested project information for each grant checked under **Grants selection**

HSGP

Complete information for a single project

Project information

General information			
<i>Enter information describing the project.</i>			
Title	Dare County Mobile Dock Lift unit		
Description	M.D.L. Mobile Dock Lift (MDL) cargo handling equipment will be used to improve field commodity handling capabilities in the region. Project acquires MDLs that provide the ability to efficiently and safely load and unload up to 6000 pounds of material using a fully mobile system able to work from any surface including austere locations. MDLs are self-contained and easily deployable using any truck or SUV with a towing capability. The Mobile Dock Lift meets all parameters of ANSI MH29.1 – Safety Requirements for Industrial Scissor Lifts, and utilizes UL/CSA certified components for Critical-To-Quality (CTQ) assemblies. It conforms to all applicable US Federal Motor Vehicle Safety Standards (FMVSS) in place at the date of manufacturer.		
Goal	To enhance local and regional field commodities handling capabilities		
Classification	Local DPR	DPR number (if Local DPR)	1
Is project deployable?			Yes
Is project shareable?			Yes
Does the project contribute to the development or operation of the fusion center?			No
Does this project support a previously awarded investment?			No
Construction/renovation required	No		
Structural attachment required	No		
Core capabilities addressed			
<i>Select primary and secondary (if applicable) core capabilities addressed by this project.</i>			
Primary	Operational Coordination		
Secondary	Logistics and Supply Chain Management		
Capabilities building	Build (increase current capabilities)		
Project timeline milestones			
<i>List the major project events and their completion dates.</i>			
Milestone	Completion Date		
Apply funding	1/2019		
Present to SRC/SERC for approval	4/2019		
Project Funded	10/2019		
Purchase Project	Click or tap to enter a date.		
Closeout	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		
Click or tap here to enter text.	Click or tap to enter a date.		

Field help

Funding summary		
<i>For each activity area enter the amount funded and any funds allocated for Law Enforcement Terrorism Prevention (LETP).</i>		
Activity area	Funding amount	Funds dedicated to LETP
Planning	Enter amount.	Enter amount.
Equipment	\$39,000	Enter amount.
Training	Enter amount.	Enter amount.
Exercise	Enter amount.	Enter amount.
Total funding	\$39,000	Enter total.

Field help

- Activity area** A selection of either Planning, Training, or Exercise. Reimbursement for equipment requires purchase pre-approval from NCEM Grants Branch.
- Description** A description of the cost item.
- Cost** The cost of the item.
- AEL #** Equipment must be AEL-listed (<https://www.fema.gov/authorized-equipment-list>).
- Funding amount** Grant amount applied to the cost item.
- Funds dedicated to LETP** Funding amount spent on Law Enforcement Terrorism Prevention (LETP).
- Total funding** Funding totals.

Certification

<p>Certification <i>Review each certification item and check where appropriate.</i></p>	
<p>I certify that:</p>	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> This application includes complete and accurate information. <input checked="" type="checkbox"/> No project (supported through federal and/or matching funds) having the potential to impact Environmental or Historical Preservation (EHP) can be started without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. Applicant must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work requires re-evaluation for compliance with these EHP requirements. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding. <input checked="" type="checkbox"/> In accordance with HSPD-5, the adoption of the National Incident Management System (NIMS) is a requirement to receive federal preparedness assistance through grants, contracts, and other activities. By submitting this grant application, you and all participating entities are certifying that your locality/state agency is NIMS compliant. <input checked="" type="checkbox"/> Submission of the project proposal does not guarantee funding. <input checked="" type="checkbox"/> Projects with funds allocated for equipment are required to check all equipment purchases against the Allowable Equipment List. (https://www.fema.gov/authorized-equipment-list). <input checked="" type="checkbox"/> Any changes made to this grant application after the submission deadline must be approved by the Planning and Homeland Security Section Grants Branch Manager and an updated application must be submitted. <input type="checkbox"/> If applying as a nonprofit agency you must have a 501(c)(3) status. A copy of that certification must be submitted with your application. <input type="checkbox"/> (EMPG only) Positions that are classified as sworn law enforcement officers may not be funded through EMPG.

Appends

Add any information not accommodated by the application form here.

HSGP

Project # 1

<p>Project information <i>Enter additional project information in the space below.</i></p>

Attachment 2

Quarterly Progress Report

FY 2019 HSGP

Subrecipient: Dare County
 MOA #: 1925
 Grant award amount: \$ 39,000.00

<i>Select a quarter and complete the funds-expended blanks, activities status, and submission information. Return the completed form to your grants manager.</i>		
Quarter	<input type="checkbox"/> October – December (due January 15) <input type="checkbox"/> January – March (due April 15) <input type="checkbox"/> April – June (due July 15) <input type="checkbox"/> July – September (due October 15)	
Funds expended prior quarters	Click or tap here to enter text.	
Funds expended this quarter	Click or tap here to enter text.	
Activities	Metric	Current Status
Equipment	Dates, current status. For examples, list identified needs, items in vendor negotiation, purchased, placed in service, etc.	
Planning	Dates, current status. For examples, list identified needs, updates or revisions made to plans, or those to be made.	
Training	Dates, status of training. For example, list identified needs, training planned, in progress, or conducted. Attach agenda and roster.	
Exercise	Dates, status of exercise. For example, list identified needs, exercise(s) planned, in progress, or conducted. Attach after action report.	
Submitted by	Click or tap here to enter text.	
Date	Click or tap here to enter text.	

Attachment 3

Attachment 3 - **EXAMPLE** Grant-Funded Typed Resource Report

Tool Instructions:

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. Only report purchases and trainings that have already been completed and funds have been expended and drawn down.
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest Information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability.
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

SUBGRANTEE: Carolina County GRANT#: 2013-SS-00833-S01-13xx PROJECT: Generators & Generator Switches

Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (If applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	63	23	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

EXAMPLE

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Attachment 4

2019 DHS Standard Terms and Conditions

The 2019 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2019. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

2019 DHS Standard Terms and Conditions

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

2019 DHS Standard Terms and Conditions

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

XII. Education Amendments of 1972 (Equal Opportunity In Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

2019 DHS Standard Terms and Conditions

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. § 2225.)

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title V of the *Civil Rights Act of 1964*, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXI. National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19

2019 DHS Standard Terms and Conditions

and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

- XXIII. Non-Supplanting Requirement**
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- XXIV. Notice of Funding Opportunity Requirements**
All of the Instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
- XXV. Patents and Intellectual Property Rights**
Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq.*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- XXVI. Procurement of Recovered Materials**
States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- XXVII. Rehabilitation Act of 1973**
Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- XXVIII. Reporting of Matters Related to Recipient Integrity and Performance**
- 1. General Reporting Requirements**
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under Pub. L. No. 110-417, § 872, as amended 41 U.S.C. § 2313. As required by Pub. L. No. 111-212, § 3010, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

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2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

4. Reporting Frequency

During any period of time when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

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- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first-tier subawards.

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.)
- c. *What to report*. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.frs.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report*. Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this award is \$25,000 or more;
 - 2) In the preceding fiscal year, recipient's received—
 - a) 80 percent or more of recipients annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

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3) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:

- 1) As part of the recipient's registration profile at <https://www.sam.gov>.
- 2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- 2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:

- 1) To the recipient.
- 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

If, in the previous tax year, recipients had gross income, from all sources, under \$300,000, then recipients are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

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5. Definitions For purposes of this award term:

- a. *Entity*: means all of the following, as defined in 2 C.F.R. Part 25:
 - 1) A Governmental organization, which is a State, local government, or Indian tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization;
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive*: means officers, managing partners, or any other employees in management positions.
- c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include recipients procurement of property and services needed to carry out the project or program.
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See 17 C.F.R. § 229.402(c)(2)):
 - 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.

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- 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXI. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period of time the award is in effect;
 - 2) Procure a commercial sex act during the period of time that the award is in effect; or
 - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity—
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

- DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the

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award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—

- 1) Associated with performance under this award; or
- 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 C.F.R. Part 3000.

3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions. For the purposes of this award term:

- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in TVPA, Section 103, as amended (22 U.S.C. § 7102)

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XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

2. Requirement for unique entity Identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on SAM.gov.
- b. *Unique entity identifier*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
 - 1) A Governmental organization, which is a State, local government, or Indian Tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization; and
 - 5) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. 200.330).
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.

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e. *Subrecipient* means an entity that:

- 1) Receives a subaward from the recipient under this award; and
- 2) Is accountable to the recipient for the use of the Federal funds provided by the subaward.

XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVI. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Attachment 5

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Grants Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- Completed appropriate cost report forms with invoices and proof(s) of payment
- Audit Findings and Corrective Action Plans
- Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- Backup documentation, such as bids and quotes.
- Cost/price analyses on file for review by Federal personnel, if applicable.
- Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.

Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.



DHHS - Child Protection Team and Child Fatality Prevention Team Annual Report

Description

The Community Child Protection Team and Child Fatality Prevention Team (CCPT/CFPT) is an interdisciplinary group of community representatives who review selected cases of child abuse and neglect which have been reported to the Department of Health and Human Services - Social Services Division. The purpose of these reviews is to identify systematic deficiencies, advocate for improvements and promote collaboration between agencies. NCGS-1406 requires that an annual report of the team's activity be presented to the County Board of Commissioners.

Board Action Requested

Information only.

Item Presenter

n/a

Dare County Community Child Protection Team and
Child Fatality Prevention Team (CCPT/CFPT)

2019 Report to

Dare County Board of Commissioners

And

Dare County Department of Health and Human Services Board

Meetings: The team met four times this past year: February 18, 2019; May 20, 2019; August 19, 2019; and November 18, 2019.

Participation: An average of 10 (54%) of the members attended the meetings.

The Child Fatality Prevention Team did not have any child fatalities to review.

The Community Child Protection Team reviewed three cases and identified the following issues:

- A single mother wants to separate from her boyfriend because of ongoing domestic violence issues; however, she is dependent on him for financial assistance as she does not work. She needs to locate work now and demonstrate the motivation to sustain a residence so she can access additional housing resources. Hotline offered to provide short term temporary housing assistance.
- Counseling services for the hispanic population are limited as therapists must connect to spanish speaking therapists through telephone or teled translation services. There are no spanish speaking therapists in Dare County. Trillium cannot use state funds if the individual is an undocumented alien.
- Locating a treatment center for a mother and her child has been difficult when the mother does not have insurance. Compounding the issue is the mother's pending criminal charges. The district attorney has been reluctant to agree to mothers attending residential programs because they are not following through with treatment.

The team also:

- On February 18, 2019 welcomed Brenda Edwards, North Carolina Child Fatality Prevention Team Program Coordinator, to Dare County to provide training to the members of the Dare County CCPT/CFPT team.

In 2019 Dare County had two child drownings that occurred while families were on vacation. Neither fatality met the criteria for review by the CCPT nor the CFPT because the family

residence was outside of Dare County. Concerned that vacationers who rent homes with pools might not supervise children, especially young or with disabilities, as closely as they should, the Dare County CCPT/CFPT will be engaging with rental companies in 2020 to examine how renting families can be better educated about supervision of children around pools.

Attachment - Membership Roster

COMMUNITY CHILD PROTECTION TEAM
CHILD FATALITY PREVENTION TEAM
TEAM COMPOSITION
2019

<u>Person</u>	<u>Representing</u>
Jeff Gard	Law enforcement
Keith Letchworth	Trillium
Jodi Wyant	Member at Large
Lisa Weatherly	District Attorney's Office
Chuck Lycett	Social Services Director – CCPT Coordinator
Sally Laws	DHHS – SSD
Kathleen Foreman	Guardian Ad Litem
Theresa Forward	Economic Improvement Council
L'Tanya Murray	DHHS Board
Jeff Mitchell	EMS
	County Medical Examiner
Dr. Cara Sumners	Local Health Care Provider
Judge Edgar Barnes	Chief District Court Judge
Ashley Jackson	Board of Education
Sheila Davies	Health Director
Nancy Griffin	Children and Youth Partnership – Member at Large
Michael Lewis	Hotline - Member at Large
	CFPT Coordinator
Beth Storie	Parent who lost a child before the age of 18



Tax Collector's Report

Description

December 2019 Discoveries over \$100
December 2019 Releases over \$100
December 2019 Refunds over \$100
December 2019 NCVTS Refunds over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

Discovery Report for REAL ESTATE and PERSONAL PROPERTY

(Discoveries over \$100.00)

MONTH: December

12/1/2019 - 12/31/2019

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Value Discovered</u>	<u>Tax Discovered</u>
WYATT, CHRISTOPHER	025694456	2019	\$ 145,500.00	\$ 1,222.20
			TOTAL:	\$ 1,222.20

Release Report for REAL ESTATE and PERSONAL PROPERTY

(Releases over (\$100.00))

MONTH: December DATE RANGE: 12/1/2019 - 12/31/2019 SUBMITTED BY: Becky Huff

Taxpayer Name	Parcel#	Bill Year	Reason	Value Released	Tax Released
DANIELS, DENISE S	030947003	2019	Duplicate Listing	-68,288.00	-439.16
DANIELS, DENISE S	030947003	2018	Duplicate Listing	-68,288.00	-439.16
DANIELS, DENISE S	030947003	2017	Duplicate Listing	-68,288.00	-439.16
DANIELS, DENISE S	030947003	2016	Duplicate Listing	-68,288.00	-411.85
		2019	OLD AGE EXEMPTION	-84,850.00	-594.34
SALLY GIRL SPORTFISHING	984846000	2019	Appeal - Value Change	-557,500.00	-4,683.00
MARTIN, WARREN C JR	025694087	2019	Remove Boat Value - New Owner	-152,375.00	-1,279.95
GELCO CORPORATION	984254000	2019	Change to Yearly DMV Tags	-72,234.00	-691.28
GELCO CORPORATION	984731000	2019	Change to Yearly DMV Tags	-17,737.00	-163.89
GELCO CORPORATION	984732000	2019	Change to Yearly DMV Tags	-24,666.00	-167.27
GELCO CORPORATION	984733000	2019	Change to Yearly DMV Tags	-14,108.00	-110.50
MILBRATH, ARTHUR GORDON	936862000	2019	Appeal - Late Listing Release	0.00	-128.05
Total Tax Released:					-9,547.61

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: December

Date Range: 12/1/2019 - 12/31/2019

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
BIRCH, JULIA M TTEE	000725019	2019	Overpayment	-2,357.70
CORKREY, JAMES	001829000	2019	Overpayment	-1,726.97
CARROLL, LEX IVAN	001942000	2019	Overpayment	-2,521.26
GIBBS, LARRY WADE	002180000	2019	Overpayment	-986.37
ARGAMAN, JUDAH Y	004357000	2019	Overpayment	-327.85
JUHL, CHAD WILLIAM	004449002	2019	Overpayment	-439.02
RINEHART, RAYMOND DERECK	004633000	2019	Overpayment	-365.70
PUMPHREY, WALTER T JR	005219000	2019	Overpayment	-197.02
BROWN, SALLY ANN	006074000	2019	Overpayment	-300.00
HALL, EDWARD E TTEE	006407000	2019	Overpayment	-571.23
LEWETT, JOHN P	007265001	2019	Overpayment	-3,337.56
DIGBY, DANIEL PAUL	007811000	2019	Overpayment	-1,419.20
ROJAS, COLLEEN QUINN	008164140	2019	Overpayment	-295.33
BURKART, MARY A	010648000	2019	Overpayment	-2,540.21
TRIVETTE, DAWN WYNN	011250000	2019	Overpayment	-3,406.59
RAMSEY, TROY DAREL	012697029	2019	Overpayment	-291.00
DANIEL, JEAN C TTEE	014442000	2019	Overpayment	-498.08
INTILE, NANDI	014577000	2019	Overpayment	-382.40
INTILE, NANDI	014577000	2019	Overpayment	-191.20
HUGHES, DAMEN	014976003	2019	Overpayment	-170.48
PERKINS, RICHARD E TTEE	015295000	2019	Overpayment	-1,507.03
DANIELS, WILLIAM TYNDALE	016280000	2019	Overpayment	-1,221.91
ENGEL, TIMOTHY E	016551026	2019	Overpayment	-100.00
BROWN, WILLIAM F JR	016551044	2019	Overpayment	-2,310.07
JENNETTE, STEPHEN L	016814000	2019	Overpayment	-193.55
DIGIOVANNI, ANTHONY	017775023	2019	Overpayment	-252.32
DIGIOVANNI, ANTHONY	017775023	2019	Overpayment	-252.32
KIRKPATRICK, PATRICIA T TTEE	018334106	2019	Overpayment	-200.00
FILIPOWICZ, THOMAS	018413031	2019	Overpayment	-970.83
CHESSON, ERIK DANIEL	019082000	2019	Overpayment	-691.45
PRESTON, VALERIE E	019236000	2018	Overpayment	-1,721.85
FLORENCE, GREGORY W	020100000	2019	Overpayment	-801.58
FELEY, EDWARD C II	020396000	2019	Overpayment	-197.25
SCHREINER, GEORGE E HEIR'S OF	021901000	2019	Overpayment	-1,095.58
HOLTON, KATHRYN A	023271000	2019	Overpayment	-1,716.96

Refund Report for REAL ESTATE and PERSONAL PROPERTY

(Refunds over \$100.00)

MONTH: December

Date Range: 12/1/2019 - 12/31/2019

SUBMITTED BY: Becky Huff

<u>Taxpayer Name</u>	<u>Parcel</u>	<u>Bill Yr</u>	<u>Reason</u>	<u>Refund Amount</u>
HOUSTON, JERRY D	023665000	2019	Overpayment	-698.73
HOSTE, ROBERT S	024672000	2019	Overpayment	-699.04
DYAS, RICAVELLE M	025457001	2019	Overpayment	-139.23
HUFFMAN, CHARLES A III	025694396	2019	Overpayment	-9,843.01
RUN HILL APARTMENTS LLC	026999001	2019	Overpayment	-2,913.25
GAMBLE, ROBERT D	027044014	2019	Overpayment	-15,422.05
O'GRADY, WILLIAM E	029291220	2019	Overpayment	-1,515.87
CHASE, JEFFREY M	029323000	2019	Overpayment	-5,727.13
HUFFMAN, CHARLES A III	029991128	2019	Overpayment	-457.80
PASQUALE, JAMES J	030126000	2019	Overpayment	-3,559.29
GAMBLE, ROBERT D	030133000	2019	Overpayment	-5,462.48
ROBERTSON, JAMES G	030642003	2019	Overpayment	-1,586.94
GLICK, PHILLIP R	030703000	2019	Overpayment	-2,020.23
LUCY PROPERTIES INC	031195007	2019	Overpayment	-250.26
LOWE, KENNETH	962596000	2019	Overpayment	-145.15
				-85,998.33



North Carolina Vehicle Tax System

DEC 2019 REFUNDS OVER \$100

NCVTS Pending Refund report

Report Date 1/10/2020

Payee Name	Address 1	Address 3	Refund Reason	Interest Change	Total Change	Tax Juris	District Type	Net Change
BECHTOL, SUSAN SMITH	814 LINDSEY LN	MANTEO, NC 27954	Tag Surrender	\$0.00	(\$80.41)			
				\$0.00	(\$54.23)			
				Refund	\$134.64			
CAMPBELL, ELISA MA'REE	155 SALOME CT	MANTEO, NC 27954	Tag Surrender	\$0.00	(\$93.28)			
				\$0.00	(\$8.63)			
				\$0.00	(\$20.44)			
				Refund	\$122.35			
DANIELS TRAWLING AND TRADING CORP	PO BOX 281	WANCHESE, NC 27981	Tag Surrender	\$0.00	(\$76.09)			
				\$0.00	(\$7.04)			
				\$0.00	(\$16.67)			
				\$0.00	(\$4.30)			
				Refund	\$104.10			
HAMBY, RAMONA ELIZABETH	PO BOX 2790	KITTY HAWK, NC 27949	Tag Surrender	\$0.00	(\$84.99)			
				\$0.00	(\$54.24)			
				\$0.00	(\$7.23)			
				Refund	\$146.46			
MIDGETT, JONATHON ALLEN	PO BOX 448	NAGS HEAD, NC 27959	Tag Surrender	\$0.00	(\$219.12)	C99	COUNTY	(\$637.15)
				\$0.00	(\$64.85)	T08	CITY	(\$54.24)
				\$0.00	(\$48.02)	T08BN	CITY	(\$7.23)
				Refund	\$331.99	T14	CITY	(\$54.23)
				\$0.00	(\$83.26)	F50	FIRE	(\$89.49)
SMOOT, COREY DORAN	412 HARBOUR VIEW DR	KILL DEVIL HILLS, NC 27948	Tag Surrender	\$0.00	(\$24.64)	F51	FIRE	(\$15.67)
				\$0.00	(\$18.25)	S99	SPECIAL	(\$103.38)
				Refund	\$126.15	Y17	SPECIAL	(\$4.30)
				Refund Total	\$965.69	TOTAL:		(\$965.69)



Board Appointments

Description

The following Boards and Committees have appointments or reappointments this month.

1. Board of Equalization and Review
2. Special Motor Vehicle Valuation Review Board

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Dare County Tourism Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

January 21, 2020

BOARD APPOINTMENT

TOURISM BOARD

(Two Year Term)

The following term has expired:

Mike Hogan

Town of Kill Devil Hills

(Current Term 1/18 – 1/20, Originally Apptd. 12/15)

Mr. Hogan is not eligible for reappointment

as he has served two consecutive two-year terms.

The Town of Kill Devil Hills has submitted three names and applications for consideration:

Commissioners Ivy Ingram, John Windley and Bernard "B.J." McAvoy

The Town of Kill Devil Hills recommends appointment of Commissioner Ivy Ingram.



Kill Devil Hills

Dare County Tourism Board Appointment

1 message

O'Dell, Michael <odell@kdhnc.com>
To: Cheryl Anby <cheryl.anby@darenc.com>
Cc: "Quidley, Mary" <MARY@kdhnc.com>

Fri, Dec 13, 2019 at 10:18 AM

Cheryl,

Good morning. At its December 9, 2019, meeting, the Kill Devil Hills Board of Commissioners nominated the following Commissioners for consideration for appointment to the Dare County Tourism Board, for a term to begin January 2020:

1. Commissioner Ivy Ingram
2. Commissioner John Windley
3. Commissioner Bernard "B.J." McAvoy

The Board of Commissioners requests consideration for nomination be given in order, due to Commissioners' work schedules. Attached are completed applications.

Thank you,

Michael



Michael O'Dell
Deputy Town Clerk

Town of Kill Devil Hills

p: 252-449-5306

a: 102 Town Hall Drive, P.O. Box 1719, Kill Devil Hills, NC 27948

w: www.kdhnc.com

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee Interested In:

1st choice Dare County Tourism Board

2nd choice _____

3rd choice _____

Name Ivy Ingram

Address 1002 Swan St.

City/State/Zip Kill Devil Hills, NC 27948

Email Address Ivy.Ingram@KDHNC.com

Telephone Home: 252 256 0423

Business: _____

Resident of Dare County: yes no

Occupation: preschool owner/teacher

Business Address: 1002 Swan St. KDH, NC

Educational background:

BS in Human Development & Family Studies
UNC - Greensboro

Business and civic experience and skills:

I have owned and operated a preschool business
in Dare County for 16 years.

I have served on many boards and committees
including: Surf Rider Foundation, Outer Banks (15 years)
First Flight Elementary PTO (2 years)
multiple KDH stakeholders groups

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

Kill Devil Hills Board of Commissioners
Jennettes Pier Advisory Council
Surfrider Foundation, Outer Banks, chair (outgoing)
Jan. 2020

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Matt Walker</u>	<u>owner Milepost Magazine</u>		<u>252-202-6203</u>
<u>Jamie Lavier</u>	<u>Towne Bank Mortgage</u>		<u>252-489-9317</u>
<u>Sheila Davies</u>	<u>Director DC HHS</u>		<u>252-475-0833</u>

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

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

FOR OFFICE USE ONLY:

Date received: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice

Dare County Tourism Board

2nd choice

3rd choice

Name

John Windley

Address

1512 Small Ct

City/State/Zip

KDH, NC, 27948

Email Address

jwindley@darenc.com

Telephone

Home: 252.902.4345

Business: _____

Resident of Dare County:

yes

no

Occupation:

Store Manager, Walgreens

Business Address:

1200 S. Croatan Hwy. KDH

Educational background:

B.S. East Carolina University

Business and civic experience and skills:

KDH BOC 2017 - present, Saving Lives Task Force,
KDH Community Appearance Commission, Peace Corps Volunteer
Nicaragua 2002-2005,

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

President-elect, North Banks Rotary Club

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Terry Gray</u>			<u>252.256.1064</u>
<u>Russ Lay</u>			<u>252.256.0677</u>
<u>Sue Kelly</u>			<u>804.833.8980</u>

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

Date: 12-12-19 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Dare County Tourism Board

2nd choice _____

3rd choice _____

Name Bernard McAvey

Address 1810 Bay Drive

City/State/Zip Kill Devil Hills, NC 27948

Email Address mcavey@theOBXattorney.com

Telephone Home: (252) 256-2986

Business: (252) 715-0267

Resident of Dare County: yes no

Occupation: Attorney

Business Address: 8 Juniper Trail Kitty Hawk, NC 27949

Educational background:

B.S. Accounting From North Carolina State University 1998

JD From Campbell University School of Law 2004

Business and civic experience and skills:

local attorney for 15 years - business owner

Chairman of the OBX Ymca Board for 3 years

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

Mustang Music Board ^{Outreach}

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Sheila Davies</u>	<u>Director of Dare DSS</u>		
<u>John Towler</u>	<u>KDH Detective</u>		
<u>Matt Paulson</u>	<u>Restaurateur</u>		

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

Date: 12/11/19 Signature of applicant: B. B. Mc

FOR OFFICE USE ONLY:

Date received: _____

DARE COUNTY TOURISM BOARD

(Two Year Term)

Effective January 1, 1992

The Tourism Board promotes travel to and tourism in Dare County and it's municipalities. Their objective is to promote and encourage tourism in Dare County with the aim of increasing visitation and revenue.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Myra Ladd-Bone 3053 Creek Rd. Kitty Hawk, NC 27949 252-202-5689 (Cell) 252-449-5360 (O) Outer Banks Chamber of Commerce	1-21	Apptd. 12-16 Reapptd. 1-19
Karen Loopman-Davis 1200 W. Sportsman Drive Kill Devil Hills, NC 27948 252-202-6227 (C) 252-449-2739 (O) ravenfroggies@hotmail.com DC Rest. Assoc.	1-22	Apptd. 1-20
Jamie Chisholm 525 West Landing Drive Kill Devil Hills, NC 27948 305-9547 (H), 261-1290 ext. 191 (O) Jamie.Chisholm@Hilton.com OB Hotel/Motel Asso.	1-21	Apptd. 1-19
Douglas R. Brindley 20 Third Avenue Southern Shores, NC 27949 252-261-4484 (H) 252-261-2222 (O) doug@brindleybeach.com OB Asso. of Realtors	1-22	Apptd. 1-20
Chuck Burdick 148 Whistling Swan Drive Duck, NC 27949 261-7576 (H) 261-8555 (O) chuckbjr@gmail.com Town of Duck	1-21	Apptd. 1-19
Leo L. Holland 23 Spindrift Tr. Southern Shores, NC 27949 252-255-5780 (H) 252-256-2488 (C) Lholland23@embarqmail.com Town of Southern Shores	1-21	Apptd. 1-20 to fill unexpired term
Jeff Pruitt 3890 Poor Ridge Road Kitty Hawk, NC 27949 261-9055 (H) 207-9055 (CI) Town of Kitty Hawk	1-22	Apptd. 1-18 Reapptd. 1-20

Mike Hogan	1-20	Apptd. 12-15 Reapptd. 1-18
809 Sixth Avenue Kill Devil Hills, NC 27948 mike@obxpix.com 256-0036 (H) Town of Kill Devil Hills		
Webb Fuller	1-22	Apptd. 1-18 Reapptd. 1-20
P.O. Box 1003 Nags Head, NC 27959 441-5922 (H) 305-9322 (O) webbfuller@charter.net Town of Nags Head		
Bobby Owens	1-21	Apptd. 1-18 Reapptd. 1-19
PO Box 505 Manteo, NC 27954 252-473-2721 (H) owens@townofmanteo.com Town of Manteo		
Ervin Bateman	1-22	Apptd. 1-20
4148 Poor Ridge Road Kitty Hawk, NC 27949 252-216-6717 (C) Ervin.bateman@darenc.com DC Commissioner		
Pat Weston	1-21	Apptd. 12-16 Reapptd. 1-19
P.O. Box 976 Avon, NC 27915 252-995-6523 (H), 252-305-1705 Hatteras Island Member at Large		
Timothy M. Cafferty	1-22	Apptd. 1-20
4628 Seascape Drive Kitty Hawk, NC 27949 252-202-9801 (H) 252-255-1220 (C) tim@outerbanksblue.com Member at Large		

NOTES:

MEETING INFO: 3rd Thursday of each month, 9:00 a.m., 1 Visitors Center Circle, Manteo, NC

CONTACT INFO: Myra Ladd-Bone, Chair
Lee Nettles, Director, Outer Banks Visitors Center

MEMBERS COMPENSATED: \$125 per meeting-Steering Committee Members, \$100 per meeting–other members

TERM LIMITS: Members may only serve 2 consecutive 2-year terms
Some members were appointed for one year in order to stagger the terms (1992)

Luther Daniels was apptd. 1/92 and resigned 5/92. Gus Granitzki was appointed to fill unexpired term. Stuart Bell replaced RV Owens III 11/92; Terrence Gray replaced Cecil Williams 11/92. Geneva Perry apptd. to fill unexpired term of Ozzie Gray 7/93. Don Bryan replaced Geneva Perry as member at large 11/93. Carl Parrott replaced Paul Pruitt 12/93; Lacy McNeil replaced Terence Gray 12/93. Renee Cahoon replaced Don Bryan as Town of Nags Head representative 12/93. Geneva H. Perry apptd. to fill unexpired term of Robert Williams who resigned 11/94. Myra Ladd replaced Stuart Bell as Ch. of Commerce rep. 12/94. Kern Pitts apptd. 12/94. Seat was left vacant by death of Wayne Gersen. Terry Gray appointed 12/94 to fill unexpired term of the late Lacy McNeil. Appointment for Town of Manteo was tabled 12/94. Edward Greene replaced Gus Granitzki 1/95. Dick Woods appointed to fill unexpired term of Kern Pitts 3/95. John Woolard replaced Mike Kelly 12/95; John Stubbings replaced Robert Middlebrooks 12/95. Stuart Bell replaced Don Bryan 12/95. Jimmy Hanks appointed to fill unexpired term of Terry Gray 1/96. Cliff Blakely replaced Warren Judge 1/97; Lee Tugwell replaced Edward Green 1/97. Tim Shearin replaced Mollie Fearing 1/97; John Robert Hooper replaced Tim Midgett 1/97. Warren Judge replaced John Woolard 1/98; David L. Perrot replaced John Stubbings 1/98. Ken Hollowell replaced Carl Parrott 1/98; Sherry Rollason replaced Jimmy Hanks 1/98. George Farah III replaced Renee Cahoon 1/98; Stan White replaced Geneva Perry 1/98. Sterling Webster replaced Myra Ladd 12/98; Paul Sutherland replaced Dick Wood 12/98. Dawn Enochs replaced Tim Shearin 12/98. Tim Cafferty replaced David Parrott 12/99; Christine Nunemaker replaced Stuart Bell 12/99. Raju Uppalapati replaced Sterling Webster 12/00; Jeff Tack replaced Cliff Blakeley 12/00. Tim Midgette replaced John Robert Hooper 12/00; Tim Shearin replaced Dawn Enochs 12/00. Curtis Creech replaced Lee Tugwell 12/00. Bob Woodard replaced Sherry Rollason 12/01; Anna Sadler replaced George Farah III 12/01. John Robert Hooper replaced Stan White 12/01; Dawn Enoch replaced Christine Nunemaker 12/01. Doug Seay replaced Ken Hollowell 12/01. Sammy Moore replaced Warren Judge 2/02. Dellerva Collins appointed to fill unexpired term of Curtis Creech 6/02. Eugene Kennedy replaced Paul Sutherland 12/02; Neil Morrison replaced Tim Shearin 12/02. Barbara Connery replaced Tim Cafferty 12/03; Sherry Rollason replaced Bob Woodard 12/03. Bob Woodard replaced Dawn Enochs 12/03; Hal Denny filled unexpired term of Gene Kennedy 1/04. Lisa Cafferty replaced Raju Uppalapati 12/04; Michelle Pharr replaced Jeff Tack 12/04. Mike Johnson filled unexpired term of John Robert Hooper 1/05; Scott Leggat replaced Tim Midgett 1/05. Irvin Bateman replaced Doug Seay 12/05. Ben Sproul replaced Sammy Moore 1/06; Chuck Ball replaced Sherry Rollason 1/06. Renee Cahoon replaced Anna Sadler 1/06; David Farrow filled unexpired term of Dell Collins 1/06. Dan Shields apptd. To fill unexpired term of Hal Denny 1/06; Tim Shearin replaced Bob Woodard 2/06. Paul Buske apptd. to fill unexpired term of Chuck Ball 2/07; Jackie Myers replaced Barbara Connery 1/08. Ralph Buxton replaced Lisa Cafferty 12/08; Brian McDonald replaced Dan Shields 12/08. Allen Burrus replaced Scott Leggat 12/08. Sterling Webster replaced Michelle Pharr 1/09; Dave Wessel replaced Nancy Caviness 1/09. Paul Charron replaced Ben Sproul 12/09; Gary Perry replaced Ervin Bateman 12/09. Wayne Gray replaced Renee Cahoon 12/09, (Mr. Gray declined appointment, Anna Sadler apptd. 1/10) Jack Shea replaced Mike Johnson 12/09; Scott Leggat replaced Tim Shearin 12/09. Monica Thibodeau apptd. to fill unexpired term of Dave Wessel 1/10. Jamie Daniels apptd. to fill unexpired term of David Farrow 1/10; Jodi Hess replaced Brian McDonald 1/11; Robert L. Woodard filled unexpired term of Paul Buske 4/11. Donnie King replaced Paul Charron 12/11; Tim Cafferty replaced Jackie Myers 12/11. Ernie Foster replaced Scott Leggat 12/11; Dorie Fuller replaced Ralph Buxton 12/12. Brent Sorensen replaced Sterling Webster 12/12; Natalie Kavanagh replaced Allen Burrus 12/12. Sheila Davies filled unexpired term of Robert Woodard 1/13. Ervin Bateman replaced Gary Perry 12/13; Susie Walters replaced Anna Sadler 12/13.

Virginia Tillett replaced Jack Shea 12/13; Tonia Cohen filled unexpired term of Brent Sorensen 5/14.
Nancy Caviness replaced Monica Thibodeau, 12/14; Leo Holland replaced Jodi Hess, 12/14.
Martha Wickre replaced Jamie Daniels, 12/14;
Wally Overman apptd.to fill unexpired term of Virginia Tillett 12/14.
Bambos Charalambous replaced Donnie King 12/15; Stuart Pack replaced Tim Cafferty 12/15.
Mike Hogan replaced Sheila Davies 12/15; George Banks III replaced Ernie Foster 12/15.
Myra Ladd-Bone replaced Dorie Fuller 12/16; Pat Weston replaced Natalie Kavanagh 12/16.
Craig Garriss replaced Ervin Bateman 1/18; Christopher Nason filled unexpd. term of Leo Holland 1/18
William "David" Pergerson replaced Stuart Pack 1/18; Webb Fuller replaced Susie Walters 1/18
Bobby Owens filled unexpired term of Martha Wickre 1/18
Jeff Pruitt replaced Craig Garriss who declined appointment 1/18
Chuck Burdick replaced Nancy Caviness 1/19; Jamie Chisholm replaced Tonia Cohen 1/19
Karen Loopman-Davis replaced Bambos Charalambous 1/20;
Douglas R. Brindley replaced William Pergerson 1/20; Ervin Bateman replaced Wally Overman 1/20;
Timmy M. Cafferty replaced George Banks, III 1/20; Leo Holland filled unexpired term of Christopher Nason 1/20.

REVISED 01/20



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