



COUNTY OF DARE
PO Box 1000, MANTEO, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

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

Monday, August 03, 2020, 9:00 AM

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

AGENDA

- 9:00 AM CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Appointment of Assessor and Tax Collector
- ITEM 3** Public Comments
- ITEM 4** Annual Settlement
- ITEM 5** 2020 Census Update
- ITEM 6** Grant Project Ordinance for Coronavirus Relief Fund CARES Act HAVA Elections Grant
- ITEM 7** **Consent Agenda**
- 7 (1) Approval of Minutes
- 7 (2) Retirement of Deputy Sheriff K9 Bady
- 7 (3) Southern Albemarle Association, Annual Meeting Invitation List
- 7 (4) Disaster Debris Monitoring - Kill Devil Hills
- 7 (5) MOU Between Dare County and Kill Devil Hills Relocation of the Public Water
 Supply Emergency Interconnection
- ITEM 8** **Board Appointments**
- 8 (1) Dare County Center Advisory Board
- 8 (2) Upcoming Board Appointments
- ITEM 9** **Commissioners' Business & Manager's/Attorney's Business**

ADJOURN UNTIL 5:00 P.M. ON AUGUST 17, 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, Sr.



Appointment of Assessor and Tax Collector

Description

Pursuant to N.C.G.S. 105-294 and N.C.G.S. 105-349, the County Manager will make a recommendation for the office of Dare County Assessor and the office of Dare County Tax Collector, with both appointments for terms of four years expiring July 2024

Board Action Requested

Appointment of the Assessor and Tax Collector

Item Presenter

Robert Outten, County Manager



Public Comments

Description

The Board of Commissioners encourages citizen participation and provides time on the agenda at every regularly scheduled meeting for Public Comments.

Covid-19 changes:

Public comment may be presented to the Board by sending an email during the meeting to dbcoc@darenc.com

Board Action Requested

Receive Public Comments

Item Presenter

Robert Outten, County Manager



Annual Settlement

Description

The Tax Collector reports to the Governing Board the Settlement for the 2019 taxes, both paid and unpaid. The Tax Collector also reports on the collection processing for the 2019 tax year.

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector

SETTLEMENT FOR 2019 TAX YEAR

To: Dare County Board of Commissioners
 From: Becky Huff, Tax Collector
 Date: August 3, 2020

July 1, 2019 - June 30, 2020

Dare County 2019 Tax Bills	Levy	Collected	Uncollected	%Coll
County (C99,ADV,FTL'S)	\$61,696,287.42	\$61,228,827.25	\$467,460.17	99.24%
Motor Vehicles	\$0.00	\$0.00	\$0.00	0.00%
Towns	Levy	Collected	Uncollected	%Coll
Kill Devil Hills	\$ 8,506,004.34	\$ 8,452,338.36	\$ 53,665.98	99.37%
Beach Nourishment	\$ 512,389.54	\$ 510,633.80	\$ 1,755.74	99.66%
Kitty Hawk	\$ 3,895,406.92	\$ 3,866,683.29	\$ 28,723.63	99.26%
Beach Nourishment	\$ 507,931.78	\$ 505,319.35	\$ 2,612.43	99.49%
Manteo	\$ 2,094,101.28	\$ 2,066,510.03	\$ 27,591.25	98.68%
Southern Shores	\$ 2,944,984.62	\$ 2,936,894.29	\$ 8,090.33	99.73%
Special Assessment	\$ 30,000.00	\$ 30,000.00	\$ -	100.00%
Duck	\$ 3,615,848.70	\$ 3,610,283.99	\$ 5,564.71	99.85%
Beach Nourishment	\$ 992,620.93	\$ 992,098.46	\$ 522.47	99.95%

The total county real estate and personal property **levy** for **2019** was **\$61,696,287.42**. This total includes all real estate, mobile homes, boats, rental personal property, and business personal property. It also includes properties in bankruptcy, properties with unknown owners, and properties in conflict regarding ownership.

The total **collected** by June 30, 2020 was **\$61,228,827.25** for a collection rate of **99.24%** on real estate and personal property taxes. All unpaid real estate and personal property taxes for the years 2010 through 2019 that are eligible are being processed for upload to the NC Debt Setoff program.

The total county **motor vehicle levy** was **\$ 0.00**. NC Motor Vehicle taxes are now being levied along with registration fees through the Tax & Tag Program of the NC Dept of Revenue. All 2010 thru 2012 Motor Vehicle delinquent taxes have been uploaded to Debt Setoff for Collection.

It is required each year that the Board of Commissioners charge the Tax Collector to begin collections on the current year taxes. Due to the COVID19 pandemic and the extension of deadlines for the return of listing forms that was approved by the Dare County Board of Commissioners, the 2020 tax bills will not be generated until mid to late August 2020. The Charge to the Collector will be on the September 8, 2020 Board of Commissioners' agenda.

SETTLEMENT OF CURRENT AND PRIOR YEAR TAXES 2010 - 2019

Includes Real Estate and Personal Property for **Dare County and all Towns**.

Totals **include** fire, rescue, sanitation, and community center taxes.

Totals **do not include** motor vehicles. MV taxes now collected by NCDOR.

COLLECTION TOTALS FOR THE YEARS 2010 - 2019 as of June 30, 2020

YEAR	LEVIES / ADJ	COLLECTED	UNCOLLECTED	% COLL
2019	92,882,233.40	92,151,072.54	731,160.86	99.21%
2018	91,705,202.58	91,517,874.92	187,327.66	99.80%
2017	90,136,454.50	90,016,507.75	119,946.75	99.87%
2016	84,059,016.11	83,975,493.03	83,523.08	99.90%
2015	83,092,930.44	83,004,316.40	88,614.04	99.89%
2014	79,477,669.57	79,418,275.01	59,394.56	99.93%
2013	77,857,430.18	77,805,791.68	51,638.50	99.93%
2012	71,827,330.18	71,777,261.88	50,068.30	99.93%
2011	70,415,708.94	70,358,187.64	57,521.30	99.92%
2010	69,810,582.99	69,768,700.29	41,882.70	99.94%
TOTAL	811,264,558.89	809,793,481.14	1,471,077.75	99.83%

SPECIAL ASSESSMENT COLLECTIONS

Collected 7/1/2019 - 06/30/2020

	<u>Collected 2019 Tax Year</u>	<u>Total Levies/Adj</u>	<u>Total Collected</u>	<u>Total % Coll</u>
Kitty Hawk Woods Water Assessment:	\$ -	\$ -	\$ -	100.00%
Water Assessment:	\$ 340,023.68	\$ 4,875,685.00	\$ 4,174,370.66	85.62%
Shores Special Assessment:	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	100.00%

Zacchaeus Legal Services (Foreclosures)

Collected 7/1/2019 - 06/30/2020

2002-2019 Tax Years Collected in FY 2019-2020	\$ 269,327.79
Total Taxes Collected through foreclosure process	\$ 2,179,054.12
Total cost to Dare County	\$ -

YEAR	UNCOLLECTED	UNKNOWN	ACTIVE BANKRUPTCY	ACTIVE FORECLOSURE	COLLECTIBLE IN OFFICE
2019	731,160.86	6,414.81	20,728.94	47,826.37	656,190.74
2018	187,327.66	6,457.37	9,309.88	40,156.40	131,404.01
2017	119,946.75	13,188.26	9,170.65	41,350.70	56,237.14
2016	83,523.08	4,745.44	11,946.14	30,843.01	35,988.49
2015	88,614.04	5,367.29	8,132.80	35,870.38	39,243.57
2014	59,394.56	5,111.51	3,538.01	28,276.05	22,468.99
2013	51,638.50	5,060.66	0.00	25,879.07	20,698.77
2012	50,068.30	7,619.94	0.00	30,068.23	12,380.13
2011	57,521.30	7,430.05	0.00	24,619.16	25,472.09
2010	41,882.70	7,425.08	0.00	24,882.84	9,574.78
TOTAL	1,471,077.75	68,820.41	62,826.42	329,772.21	1,009,658.71

2019 TAX YEAR COLLECTION PROCESSING	
Second and Final Notice mailed to taxpayers	4,379
Pre-foreclosure letters mailed to taxpayers & lienholders	25
Payment Plans for delinquent taxes	102
Attachments & Garnishments	25
Phone Calls	118
NSF Legal Letters & Notifications	53
Parcels in Bankruptcy	19
2019 Delinquent Taxes in Bankruptcy	\$ 20,728.94
Taxes collected through Debt Setoff	\$ 2,173.34



2020 Census Update

Description

Regional representative for ten counties of the Albemarle Region, including Dare, will provide a virtual update on the status of the 2020 Census in Dare County

Board Action Requested

Informational Presentation

Item Presenter

Derek A. Dorazio, Partnership Specialist

2020 Census – Dare County, NC

7/26/20

- **Current 2020 Census reported response rate Dare County, NC (7/26/20) = 34.3%**
 - Rank = 96 (lowest) out of 100 counties. Final 2010 Census response rate Dare County, NC = 45.6%.
 - Focus is counting year-round residents. Currently estimated ~78% year-round residents have responded, but this is based on estimated # of year-round households & may not be 100% accurate.
- **What has Dare County done to promote the 2020 Census so far?**
 - Adopted resolution on 9/3/19 forming Complete Count Committee (CCC) to promote the Census.
 - CCC has worked hard to actively promote 2020 Census across the county.
- **Nonresponse Follow-up (NRFU) starts as early as 8/11/20**
 - Less than a month to increase self-response rates before we start knocking on doors!
 - 2020 Census ends 10/31/20. *Make NC Count* est. over \$67M annual Census economic impact in Dare County, with [over \\$910,000 potentially at risk](#) due to nonresponse as of 5/31/20.
- **What can we do to increase self-response rates in Dare County, NC over next 45 days?**
 - Low-Response Areas (Year-Round Residents) = **Manteo** ~61% & **Mainland Dare** ~46% est. response.
 - Utility bills, social media, website/emails/texts, robocalls, fliers, major employers, apartments, food distribution sites, COVID-19 testing sites, Census assistance sites, incentives, Response Rate Challenge.



*Grant Project Ordinance for Coronavirus Relief Fund
CARES Act HAVA Elections Grant*

Description

The attached Grant Project Ordinance establishes the initial budget for a CARES Act HAVA (Help America Vote Act) Elections Grant through the State (\$76,351.00).

Board Action Requested

Adopt Grant Project Ordinance

Item Presenter

Michele Barnes, Board of Elections, Director

County of Dare, North Carolina
Grant Project Ordinance
for
Coronavirus Relief Fund

BE IT ORDAINED by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance, originally adopted on June 1, 2020 and amended on June 15, 2020, and July 20, 2020, is hereby amended:

Section 1 This ordinance is to establish a budget for a CARES Act HAVA Elections grant through the State.

The NC CRF is a pass-through of federal CARES Act funds. Eligible expenditures must be incurred during 3/1/2020 through 12/30/2020.

All units of local government have been declared FEMA eligible for Emergency Protective Measures (EPM) for eligible expenditures 1/30/2020 through 9/13/2020 (which may be extended).

Section 2 The following budget shall be conducted within the Coronavirus Relief Fund (fund #14).

Section 3 The amended budget matches the County C19 Grant Plan and revisions filed with the State for the NC CRF. The budget shall be amended as the Plan is approved or changed by the Board of Commissioners.

Section 4 The following amounts are changed and appropriated for the projects:

NC CARES HAVAC19 expenses	144430-513400	\$76,351 increase
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Section 5 The following revenues are additionally to be available to complete the projects:

NC CARES HAVA C19	143025-422215	\$76,351 increase
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Section 6 The Finance Officer is directed to report the financial status of the project as a part of the normal monthly, quarterly, and annual reporting processes.

Section 7 The Coronavirus Relief Fund is a multi-year Special Revenue Fund for non-recurring activities. All funds are appropriated pursuant to section 13.2 of Chapter 159 of the NCGS, therefore, appropriations do not lapse at the end of the fiscal year.

Section 8 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 3rd day of August, 2020

Chairman, Board of Commissioners

[SEAL]

Cheryl Anby, Clerk to the Board of Commissioners



Consent Agenda

Description

1. Approval of Minutes - July 20, 2020
2. Retirement of Deputy Sheriff K9 Bady
3. Southern Albemarle Association, Annual Meeting Invitation
4. Disaster Debris Monitoring - Kill Devil Hills
5. MOU - Dare County and Kill Devil Hills - Relocation of Public Water Supply Emergency Interconnection

Board Action Requested

Approval

Item Presenter

Robert Outten, County Manager



Approval of Minutes

Description

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

Board Action Requested

Approve Previous Minutes

Item Presenter

Robert Outten, County Manager



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

5:00 p.m., July 20, 2020

Commissioners present: Chairman Robert Woodard, Sr., 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 Anby

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

At 5:01 p.m. Chairman Woodard called to order the regularly scheduled meeting with the appropriate prior public notice and revised notice having been given. He read the prayer, offered by Rev. Craig Peel, 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:

- He encouraged the residents and visitors to take the pandemic seriously and continue with social distancing, mask wearing and other recommendations.
- Chairman Woodard gave an overview of the career of Jerry Jennings, who recently retired from NC Department of Transportation, and presented him with a certificate of appreciation.

ITEM 2 – RECOGNITION OF COUNTY SERVICE PIN RECIPIENTS

The County Manager announced the following service pin recipients, whose employment anniversaries took place in July, 2020:

1. Marylynn Cahoon, Deputy Sheriff (15 yrs.)
2. David Mason, Deputy Sheriff Master Officer (15 yrs.)
3. Sally Carswell, Sr. Customer Service Representative/Water Distribution (20 yrs.)
4. Jason McPherson, Parks Maintenance Crew Leader/Turf Maintenance (25 yrs.)
5. Tola Edmond, In-Home Service Aid/DSS Personal Care Services (25 yrs.)
6. Mary Cutrell, Emergency Med. Tech/Paramedic/EMS (30 yrs.)

ITEM 3 – PUBLIC COMMENTS

At 5:23 p.m. the Manager outlined the procedure for making public comments via email to the Board at dcboc@darenc.com. No one responded to the invitation to address the Board. The County Manager closed Public Comments at 5:26 p.m.

ITEM 4 – BEACHLAND FARMS CAMPGROUND – CUP AND SITE PLAN REVIEW,

(Att. #1) A full account of the Board's discussion and action on this item is archived on a video available for viewing on the Dare County website.

County Outten explained the matter would be handled as a quasi-judicial proceeding with the applicants, Malcolm Fearing, Dylan Tillett, P.E, of Quible & Associates, Benjamin M. Gallop, Esq. and Donna Creef, Planning Director, all duly sworn by the Clerk before offering any testimony. The Boardroom held those signed up to speak on the item with each duly sworn by the Clerk. Other attendees were social distanced in Room 168 of the Administration Building and were able to listen to the procedure through livestream. Donna Creef provided an overview and introduction of the Conditional Use Permit with sixteen draft conditions. Ben Gallop, Esq., on behalf of the applicant, indicated Ms. Creef had accurately captured all of the details in her departmental memorandum. Mr. Tillett stated the site plans met all of the Dare County ordinance standards and the flood zone for Vista Lake was most likely the same as the subject parcel, which was AE4. Mr. Gallop requested all of the site plans become part of the record. The following speakers offered the following comments:

1. Lester Page noted the Vista Lake had recently experienced severe storm flooding. He surmised the parcel in question was in a similar flood zone and voiced concern over trailers, left year round, which would not be moved prior to a storm, leaving the area heavily polluted with damaged trailers.
2. Barb Kopec questioned whether property values would be affected by the location of the traveling trailer park location. She also voiced concerns regarding its proximity to the wetlands and the additional traffic in Manteo during storm evacuations.
3. Patricia Gayle questioned the environmental impact to the more than fifty species of wildlife in the area and the ecosystem impact with nearby septic systems. She was also concerned about bon fires. Ms. Gayle offered a feasibility and impact study should be done on the project.
4. Melissa Mann was concerned about her children who could be exposed to a transient population at the park and the possibility of child abduction. She said the cabin, which had been struck from the plan, would have offered good opportunities to kids with disabilities and was disappointed it had been removed from the site plan.
5. Jesse Davis, a Vista Lake homeowner for seventeen years, voiced concerns over the security and safety of his family and wanted reassurance the applicant would not profit from the perceived down shift in value of the area's properties. Flooding had been a problem in the area and he questioned whether the proposed septic plan would lend itself to further flooding issues for the Vista Lake parcels. Mr. Tillett responded the wastewater drainage ditch would properly handle flooding issues but Mr. Davis disagreed.

6. Nevin Wescott said the park would be terrible and no one would want to purchase a home with an RV park in the back yard. He anticipated noise; disconnect sewer mishaps, and the possibility of park grills, smokers and cookers setting the nearby marsh on fire. He stated Bowerstown Road could not handle additional traffic and another RV park was not necessary for the community.
7. Steve Howell wanted to emphasize he used the nearby boat ramp and had difficulty navigating his 18-foot boat down the road and felt trailers would have the same problems.

Mr. Gallop summed up he wanted to make sure the record reflected his objections. Some of the testimony presented by speakers was irrelevant, as it was not presented by experts and he objected to that for the record. The plans presented were substantial evidence and he asked the Board to approve the conditional use permit as presented.

Commissioner Ross questioned whether Bowsertown Road, as it existed, was inadequate for certain size RV units. Mr. Gallop added it was most likely a DOT road and the current width would be self-limiting. Discussions at the Planning Board meetings had indicated the road had serviced large trucks to include trash and water trucks. Commissioner Tobin added school buses and County trash trucks were known to navigate the road. Commissioner Couch stated his residence was bound by camper parks on several sides and it had not affected the enjoyment of his home.

Chairman Woodard asked what sort of issues could be presented for RV hookups, as was the concern presented by Mr. Wescott. Mr. Tillett was not aware of any potential issues and the wastewater system would be reviewed for approval by the appropriate agencies issuing permits. The Planning Director advised the ordinance did not give authority to request a feasibility study. Mr. Fearing explained how the proposed cabin would have been utilized, although it had been removed from the plan. He hoped it would be an option later. He offered that he shared the concerns of some speakers but it was important to him to maintain safety and control at the site. Creef confirmed the property's current I1 zoning allowed a campground and the current hearing was solely for the consideration of any required conditions.

Commissioner Couch noted the cabin held humanitarian benefits and perhaps a text amendment could accommodate a cabin in the future. Commissioner House responded to an earlier comment regarding child safety and noted there would be a six foot fence around the property along with the vegetative buffer. Mr. Howell asked if the Commissioners would consider reviewing the site first hand and the Board acknowledged they had already done so.

Upon conclusion of the Board's discussion, the County Manager read each of the sixteen Conditional Use Permit's conditions. Mr. Fearing noted he was in full agreement with them. Donna Creef recapped a site plan and conditional use permit application had been submitted by Mr. Fearing for 3.77 acres of the 53-acre parcel for construction of a travel trailer park on Roanoke Island. The campground would feature fifty camp sites. The Planning Board had reviewed the proposed conditional use permit and recommended approval. Public comments received during the Planning Board meeting expressed concerns about traffic, noise, open fires, trespassing, flooding and destruction of wetlands.

MOTION

Vice-Chairman Overman motioned to approve the proposed Beachland Farms Campground site plan and draft conditional use permit be approved as recommended by the Planning Board. Sufficient information documenting compliance with the Dare County Zoning Ordinance requirements had been submitted by the applicant and reasonable and appropriate conditions had been identified and applied to the proposed project.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

The meeting recessed at 7:13 p.m. and reconvened at 7:19 p.m.

ITEM 5 – COLLEGE OF THE ALBEMARLE FOUNDATION REPORT ON DARE GUARANTEE SCHOLARSHIP PROGRAM

Amy L. Alcocer, Executive Director of the COA Foundation and Development, provided the Board with an update on the Dare County Guarantee Scholarship Program. She also shared three videos which highlighted the program’s advertisement success. She advised Covid-19 had caused many to delay their decisions for higher education. A Dare liaison had been hired who had stayed in contact with Dare students and the school counselors to help keep them engaged, interested and motivated with the program. Some other marketing techniques such as radio commercials, u tube ads, direct emails to each high school campus, social media platforms, and Dare Guarantee t-shirts to those accepted into the program were being used to build up interest in the program’s offerings. Ms. Alcocer suggested it may be helpful to extend the current admission criteria past sixteen months for new adult admissions. She would be reporting on a full fiscal year the next time an update is provided. Ms. Alcocer reported there were a few instances where students enrolled into a particular program, dropped the class, enrolled into another program and again dropped the class. When this occurred, the tuition money had already been allocated from the Guarantee Fund. She offered perhaps there could be limits placed on the number of times a student was permitted to change programs. The Board discussed these scenarios and agreed they would entertain making changes to the current MOU at a later time if necessary. Of the current 64 applicants, Ms. Alcocer said many were waiting for FAFSA approval; return of acceptance letters from potential students; and completed FAFSA applications from others. The liaison was in contact with applicants to move them forward with the process. Zoom meetings were also being held to answer questions of parents and students.

ITEM 6 – UNC CHAPEL HILL SOG – ESSENTIAL HOUSING NEEDS PRE-DEVELOPMENT & OPPORTUNITY SITE IDENTIFICATION: PROJECT UPDATE

Sarah O’Doio, Senior Project Manager, and Marcia Perritt, Associate Director, DFI, presented a PowerPoint and update of the Essential Housing Project via a virtual connection to the meeting. She explained the Development Finance Initiative (DFI) was a program of UNC Chapel Hill’s School of Government which advised communities in North Carolina and to aid in the attraction of private investments for real estate development. She provided a 31-slide presentation with a press release update. She commented although they had begun their research in February; there had been a pause in March due to Covid. Much of the marketing research had been completed, which indicated the challenges came down to construction cost and existing infrastructure. There were many opportunities with good leadership of the public sector along with business advocates for the interests of seasonal employees and

students. She explained the term “affordability” referred to a residence which did not absorb more than 30% of income. With recognition from the State and Federal government of the high costs for construction, our area qualifies as “DDA-Difficult Development Area” and therefore can qualify for additional tax credit programs. Next steps would be to identify a short list of properties for both LIHTR (low-income housing tax credit program) and non LI (low income). The LIHTR was awarded to private or non-profit partners, not to government entities. Commissioner Couch asked if DFI had looked at the parcels held by the Board of Education in Manteo for appropriate use. Commissioner Ross asked if any Currituck parcels had been considered. Vice-Chairman Overman requested the group to look at Eastlake as a private development option. DFI will continue their “stakeholder” engagement and indicated the next update would be in fall.

ITEM 7 – 2020-2021 HATTERAS INLET MAINTENANCE

Brent Johnson, Waterways Administrator and Project Manager, explained the constant shoaling and sediment transport of Hatteras Inlet results in the need for continued dredging maintenance. The County has requested funding assistance through DEQ Shallow Draft Grant Fund for \$19,950.

MOTION

Vice-Chairman Overman motioned to approve grant submission to DEQ and approve County Manager to execute contract with CPE and grant when approved by DEQ.

AMENDED MOTION

Commissioner House amended the motion to approve the resolution for grant submission. Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

ITEM 8 – 2020-2021 OREGON INLET PERMIT MODIFICATIONS

Brent Johnson explained approving modifications to the contract with Coastal Protection Engineering were needed to allow the ability to sidecast and over dredge the Oregon Inlet. A grant submitted to DEQ could provide \$7,434.37 of the total contract cost of \$11,151.00. Dare County would pay the balance of the project cost.

MOTION

Commissioner House motioned to approve grant submission to DEQ, resolution and approve County Manager’s execution of the contract with CPE and grant when approved by DEQ.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 9 – REQUEST TO MODIFY HATTERAS/ROLLINSON CHANNEL FEDERAL AUTHORIZATION

Mr. Johnson presented this item on behalf of the Dare County Waterways Commission to request the addition of Barney Slough, Sloop Channel and South Ferry Channel in the federal authorized channel.

MOTION

Commissioner Couch motioned to approve staff to submit a request under Section 7001 of the 2014 WRRDA to change the wording to follows best water to include the three connector channels, Barney Slough, Sloop Channel and South Ferry Channel.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 10 – RECOMMENDED COUNTY COVID-19 GRANT PLAN VERSION 2 AND AMENDMENT TO GRANT PROJECT ORDINANCE, (Att. #2)

Dave Clawson, Finance Director, introduced this item and explained to the Board a second allocation of State awarded Covid-19 relief funds had been received by the County in the amount of \$718,269.00, which brought the total State funds to \$1,570,418. He further explained 25% of funds (\$392,604.00) were required to be distributed to the towns. There are two health department and election relief funds also coming.

MOTION

Commissioner Couch motioned to approve recommended Plan (Version 2) and adopt the amendment to the Grant Project Ordinance.

Vice-Chairman Overman and Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 11 - DESIGNATION OF VOTING DELEGATE TO NCACC ANNUAL CONFERENCE

Mr. Outten presented the form to permit the designation of the attendant of the 113th Annual Conference of the North Carolina Association of County Commissioners to vote as a delegate on behalf of Dare County. This year's conference would be held virtually.

MOTION

Vice-Chairman Overman motioned to designate Robert L. Woodard as voting delegate to NCACC annual conference

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

MOTION

Chairman Woodard motioned to recommend Wally Overman as alternate delegate.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 12 – 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 Minutes (06.15.20) & Special Meeting Minutes (07/06/20) **(Att. #3 & #4)**
- 2) DHHS Social Services Division – Adoption Promotion Fund
- 3) Reimbursement Resolution – Fiscal Year 2020-2021 Vehicle & Equipment Financing
- 4) North Carolina Governor's Highway Safety Program (GHSP) Local Government Resolution
- 5) Tax Collector's Report
- 6) 2020 Update of the CRS Program for Public Information
- 7) Dare County Code – Chapter 92 Emergency Management (Att. # 5)**
- 8) Emergency Operations Plan Update
- 9) Health & Human Services, Public Health – WIC Special Funding
- 10) Revised MOU Between Dare County and National Park Service

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 13 – BOARD APPOINTMENTS

1) East Lake Community Center Board

Commissioner Bateman motioned to reappoint Ted Hemilright.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

2) A.B.C. Board

Commissioner House motioned to reappoint Fields Scarborough, Sr.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

3) Wanchese Community Board

Vice-Chairman Overman motioned to reappoint Joyce T. Meekins and Robert L. Walton.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

4) Older Adult Services Advisory Board

Vice-Chairman Overman motioned to reappoint Barbara Franchi.

Commissioner Bateman seconded the motion.

VOTE: AYES unanimous

5) Upcoming Board Appointments

The upcoming Board appointments for August, September and October, 2020 were announced.

ITEM 14 – 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. A brief summary of the items mentioned by Commissioners during this segment follows:

Commissioner Ross

- He announced Michael Ervin, with noted vast experience in local government, had been hired as the new Executive Director of the Albemarle Commission.

Commissioner House

- He shared a moment to remember in history with the quote from Neil Armstrong who said, “That’s one small step for man, one giant leap for mankind,” when the historic landing on the moon was televised on July 20, 1969.
- He shared the video of the Pet of the Week featuring “Maui” for adoption

Vice Chairman Overman

- He cautioned we should all remain vigilant with recommendations to wash, wait and wear a mask to prevent the spread of Covid-19.
- Congratulated the service pin recipients and noted they totaled 130 years of service to Dare County, which was pretty impressive.

Commissioner Bateman had nothing further to report.

Commissioner Couch

- Commented it was regretful so many fishing tournaments were being cancelled due to concerns of Covid.
- Ferry Division was able to get the vessel *Croatan* into Rodanthe even with the challenges.
- He acknowledged they continue to receive options to deal with shoreline erosion control.

Commissioner Tobin

- He attended the meeting of Oregon Task Force and Coast Guard advised they were putting channel markers between the Walter Slough and the Fishing Center.
- Reported the finalized review of the dredge construction contract between EJE and Conrad Shipyard. Completion of the vessel should be realized in approximately eighteen months from the date of execution of the contract.

MANAGER’S/ATTORNEY’S BUSINESS

County Manager Outten reported he recently met with Dominion Energy representatives who had presented they were considering an additional transmission line down the Bypass and evaluating at alternatives for underground service. He explained Dominion would speak with the Dare and Nags Head Boards once they completed their background investigation.

He presented the Board with summarized details of the terms of the standard five-year term lease agreement with WUNC Public Radio to put a broadcast tower on top of Buxton tower and requested Board approval.

MOTION

Commissioner House motioned to approve the WUNC Public Radio lease and authorize the County Manager to sign final lease.

Commissioner Couch seconded the motion.

VOTE: AYES unanimous

Ms. Hester and Mr. Clawson each indicated they had nothing further to report to the Board.

MOTION

Chairman Woodard motioned to go into Closed Session pursuant to the provisions of the NC General Statutes pursuant to NCGS 143-318.11(a)(6) to review the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; and to approve the minutes of the last Closed Session.

Vice-Chairman Overman seconded the motion.

VOTE: AYES unanimous

At 9:20 p.m., the Commissioners exited to meet in Closed Session. They reconvened at 10:04 p.m. and Mr. Outten reported during the Closed Session the Board approved previous Closed Session Minutes and took no other action.

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

MOTION

Commissioner House motioned to adjourn the meeting.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

At 10:05 p.m., the Board of Commissioners adjourned until 9:00 a.m., August 3, 2020.

Respectfully submitted,

[SEAL]

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

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

Note: Copies of attachments (Att.), ordinances, resolutions, contracts, presentations, and supporting material considered by the Board of Commissioners at this meeting are on file in the office of the Clerk to the Board.



Retirement of Deputy Sheriff K9 Bady

Description

The Dare County Sheriff's Office requests to retire K-9 Bady after his faithful years of service to his handler, for one (1) U.S. dollar.

Board Action Requested

Approval

Item Presenter

Sheriff J. D. "Doug" Doughtie



Southern Albemarle Association, Annual Meeting Invitation List

Description

The Southern Albemarle Association (SAA) is dedicated to the maintenance, enhancement, and advancement of roads, bridges, waterways, and airports in Beaufort, Dare, Hyde, Martin, Tyrrell, and Washington Counties.

The SAA has asked the Board of Commissioners to submit a list of 50 people from Dare County for the SAA to invite to their upcoming annual meeting.

The SAA recommends that the list include elected officials and others that have an interest in our airports, waterways, bridges, ferries, and roadways. The attached invitation list will be submitted to the SAA.

Board Action Requested

Approve Submitting the Invitation List to the Southern Albemarle Association

Item Presenter

Robert Outten, County Manager

Southern Albemarle Association (SAA)

Dare County Invitation List - 2020

50 Dare County names to be invited to the upcoming annual SAA meeting.

The SAA is dedicated to the maintenance, enhancement, and advancement of the roads, bridges, waterways, and airports in Beaufort, Dare, Hyde, Martin, Tyrrell, and Washington Counties.

Board of Commissioners, Elected Officials, and County Staff

1. Robert Woodard, Chairman
2. Wally Overman, Vice-Chairman
3. Ervin Bateman, Commissioner
4. Steve House, Commissioner
5. Rob Ross, Commissioner
6. Jim Tobin, Commissioner
7. Danny Couch, Commissioner

8. Doug Doughtie, Sheriff
9. Cheryl House, Register of Deeds
10. Dean Tolson, Clerk of Court

11. Robert Outten, County Manager
12. Donna Creef, Planning Director

Dare County Airport Authority

13. Chairman
14. David Daniels, Director

Dare County Boatbuilders Foundation

15. John Bayliss, President

Dare County Municipalities – Mayors & Managers

16. Town of Duck – Mayor Don Kingston & Manager
17. Town of Kill Devil Hills – Mayor Ben Sproul & Manager
18. Town of Kitty Hawk – Mayor Gary Perry & Manager
19. Town of Nags Head – Mayor Ben Cahoon & Interim Manager
20. Town of Manteo – Mayor Bobby Owens & Manager
21. Town of Southern Shores – Mayor Tom Bennett & Manager

Dare County Restaurant Association

22. Dan Lewis, President

Dare County Tourism Board

- 23. Chair
- 24. Lee Nettles, Executive Director

National Park Service

- 25. David Hallac, Superintendent, Outer Banks Group

NCDOT Board Member

- 26. Allen Moran

Dare County Waterways Commission

- 27. Michael Flynn
- 28. Ernie Foster
- 29. Dan Oden
- 30. Natalie Perry Kavanagh
- 31. Kermit W. Skinner, Jr.
- 32. Steve Coulter

Oregon Inlet Task Force Advisory Committee

- 33. Mikey Daniels
- 34. Harry Schiffman
- 35. Bob Peele
- 36. Jamie Reibel
- 37. Russ King

Outer Banks Association of REALTORS

- 38. President, Outer Banks Association of REALTORS
- 39. CEO, Willo Kelly

Outer Banks Chamber of Commerce

- 40. Karen Brown, President & CEO
- 41. Chair, Outer Banks Chamber of Commerce

Outer Banks Homebuilders Association

- 42. President, Outer Banks Homebuilders Association

Outer Banks Hotel/Motel Association

- 43. President, Outer Banks Hotel/Motel Association
- 44. Tonia Cohen, Secretary

Outer Banks Scenic Byways

- 45. Mary Helen Goodloe-Murphy

Additional names of Dare County residents participating in the SAA

46. Moon Tillett
47. Jean Tillett
48. Elaine Vann
49. Merlee Austin
50. Fletcher Willey



Disaster Debris Monitoring - Kill Devil Hills

Description

Thompson Consulting Services entered into an agreement with Dare County for Disaster Management, Recovery and Consulting Services effective as of June 17, 2020. The Town of Kill Devil Hills, NC desires to be an End User under the County Contract.

Board Action Requested

Approval.

Item Presenter

Robert Outten, County Manager

Debris Removal Monitoring Contract Use Interlocal Agreement

This Agreement, made and entered into this the _____ day of _____ 20____, by and between Dare County (“County”), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and _____ (“Municipality”), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina.

RECITALS

It is hereby determined and declared by the parties that:

A. In the event of a natural disaster, the President of the United States and/or the Governor of the State of North Carolina may declare Dare County a disaster area, making Dare County and the municipalities within Dare County eligible for Federal and/or state disaster relief, including grants under the Federal Emergency Management Agency’s (FEMA) Public Assistance (PA) program for debris removal.

B. FEMA encourages PA grant applicants to monitor debris removal operations and document eligible quantities and reasonable expenses to ensure that the work is eligible for PA grant funding. Monitoring debris removal operations requires the PA applicant’s comprehensive observation and documentation of debris removal work performed from the point of debris collection to final disposal. Monitoring debris removal work involves constant observation of crews to ensure that workers are performing eligible work in accordance with PA guidelines and all applicable Federal, State, and local regulations. Failure to properly monitor debris removal operations may jeopardize PA funding.

C. In order to ensure proper monitoring of debris removal operations Dare County, through a 2 C.F.R. PART 200 (UNIFORM RULES) compliant competitive bid process, which included the possibility of debris monitor activity within the Town as well as unincorporated Dare County, has entered into contracts with debris removal monitoring companies (“Contractors”) for FEMA compliant debris removal monitoring (“Contracts”), and the Town desires to utilize the County contract through this Agreement for debris removal monitoring within the Town.

D. The County and Town are authorized to enter into this Agreement pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes, and desire to do so for the reasons stated above.

NOW THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

1. In the event of a natural disaster, the County, upon activation of the Contracts, shall include the Town in debris removal discussion to include debris removal monitoring requirements;

2. Pursuant to this Agreement, the Town shall:

- a. Identify personnel to coordinate with County and the Contractors for debris removal monitoring activities within the Town's jurisdiction.
 - b. Utilize debris removal monitoring contract services currently approved to do debris removal monitoring by the county.
 - c. Assume all responsibility for coordinating directly with the Contractors in seeking Federal and state disaster relief reimbursement of expenditures incurred from debris removal monitoring work performed by the Contractors pursuant to the Contracts.
 - d. Negotiate with the Contractors for any expenditure for debris removal monitoring reimbursement by Federal or state disaster relief assistance.
 - e. Cooperate in good faith with the Dare County and Contractors in the disaster recovery and cleanup process.
3. Pursuant to the Agreement, the County shall:
- a. Coordinate debris removal monitoring efforts pursuant to the terms and conditions of the contracts.
 - b. Respond in a good faith effort to specific requests for assistance from the Town.
 - c. Maintain the Contracts in good standing unless cancelled pursuant to the terms and conditions of the Contracts, and, in the event that the Contracts are terminated or modified, immediately notify the Town of such termination or modification.
4. All terms and conditions of the Contracts entered into between the County and the Contractors shall apply equally to monitoring work performed by the Contractors within the Town's jurisdiction when the Contracts are activated by Dare County.
5. This Agreement shall be in effect for the same term as the Contracts, and shall renew under the same terms and conditions as the Contracts.
6. This Agreement may be terminated in whole or in part in writing by either party provided that no termination may be effected unless the other party is given not less than thirty (30) days prior written notice of intent to terminate.
7. This Agreement may be modified only by the prior written approval of both parties.
8. Any notice, acceptance, request, or approval from either party to the other party shall be in writing. Electronic mail is the preferred method.
9. Each party agrees to indemnify and hold harmless the other party for any claims of damage, loss, injury, or any other legal, judicial, or administrative claims arising out of or resulting from this Agreement and any work performed pursuant to the Contracts. All indemnifications and immunities from liability incorporated within the Contracts shall apply to this Agreement and are hereby incorporated by reference.
10. If any provisions of this Agreement are held, for any reason, to be unconstitutional, unenforceable, invalid, or illegal in any respect, such decision shall

not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be necessary and appropriate, take such actions as are necessary to correct any such provisions.

11. This instrument contains the entire agreement between the parties, and cancels and supersedes all prior negotiations, representations, understandings, or agreements, either written or oral, between the parties with respect to the subject matter hereof.

12. This Agreement is governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

TOWN OF Kill Devil Hills

COUNTY OF DARE

Mayor

Chairman

ATTEST

ATTEST:



Mary E. J.
Clerk to the Council

Clerk to the Board

THIS INSTRUMENT HAS BEEN PREAUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Charles H. H.
FINANCE OFFICER



thompson
CONSULTING SERVICES

**Cooperative Purchasing Professional Services Agreement
General Terms and Conditions**

This Cooperative Purchasing Professional Services Agreement ("Agreement") is by and between Thompson Consulting Services, LLC (hereinafter referenced as "Consultant"), with offices at 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746 and the Town of Kill Devil Hills, North Carolina (hereinafter referenced as "Client" or "End User"), a political subdivision of the State of North Carolina, with offices at 102 Town Hall Drive, Kill Devil Hills, NC 27948;

Whereas, Consultant has entered into an agreement for Disaster Management, Recovery and Consulting Services effective as of June 17, 2020 with Dare County, North Carolina (hereinafter referred to as "County Contract" and attached as Exhibit A);

Whereas, the County Contract acknowledges that the End User may enter into an agreement with the Consultant through the County Contract;

Whereas, Client desires to be an End User under the County Contract;

Whereas, both parties hereby agree to be bound to the terms and conditions of the County Contract;

Now therefore, in consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall commence on the Effective Date and shall expire on the same date set forth in the County Contract. The term of this Agreement shall be dependent upon any renewals of the County Contract. Any exercised renewal of the County Contract shall automatically renew the term of this Agreement for the same period of the County Contract, unless Client or Consultant notifies the other party in writing prior to the expiration of the then current term of its intent not to renew this Agreement. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof following the issuance of a Notice to Proceed and in accordance with Exhibit A attached hereto.

3. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

4. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior

written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties.

5. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in the County Contract.

6. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices. Client shall pay Consultant within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the exceptions taken. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to arbitration as provided herein. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, without incurring any liability or waiving any right established hereunder or by law.

7. WORK PRODUCT

Consultant shall retain ownership of its trade secrets, and other proprietary and confidential information, including the Thompson Data Management System "TDMS System" and all Work Products (hereinafter defined) Client agrees to preserve the confidentiality of any trade secrets, confidential or propriety information; however, Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("Work Products"); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse of any of the Work Products.

8. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.



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Cooperative Purchasing Professional Services Agreement
General Terms and Conditions

9. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety (including, but not limited to, any supervision of operations of others, training, audit or observation of safety programs of others) and safety of persons other than Consultant's employees. Client acknowledges that Consultant has no responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security or safety.

10. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving thirty (30) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement. Upon termination, the terms and conditions found in this Agreement concerning ongoing or future obligations and contractual responsibilities and interpretation thereof shall survive its termination.

11. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

12. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	<u>Town of Kill Devil Hills</u>
Attention:	<u>Steve Albright</u>
Address:	<u>P. 5. Director</u>
	<u>PO Box 1719</u>
	<u>Kill Devil Hills, NC 27948</u>
Consultant:	<u>Thompson Consulting Services</u>
Attention:	<u>Jon Hoyle</u>
Address:	<u>1135 Townpark Avenue</u>
	<u>Suite 2101</u>
	<u>Lake Mary, FL 32746</u>

13. MISCELLANEOUS

A. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

B. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.



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CONSULTING SERVICES

End User Professional Services Agreement General Terms and Conditions

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Effective Date: _____

Town of Kill Devil Hills, North Carolina

Name: Benjamin Sproull

Title: Mayor

Date: July 27, 2020



Dare County, North Carolina

Name: _____

Title: _____

Date: _____

THIS INSTRUMENT HAS BEEN PREAUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL ACT.
Chalene J. Allen
FINANCE OFFICER

Thompson Consulting Services, LLC

Name: Jon Hoyle

Title: President

Date: _____

Please return executed copy of these terms and conditions to the attention of:

Lydia Pena
LPena@thompsoncs.net
(407) 792-0018 – Phone



thompson
CONSULTING SERVICES

**Cooperative Purchasing Professional Services Agreement
General Terms and Conditions**

EXHIBIT A



RE: Request for Proposals
Disaster Management, Recovery and Consulting Services

To Whom It May Concern:

The Dare County, North Carolina, Board of County Commissioners is seeking qualified firms to provide disaster management, recovery and consulting services for the County of Dare in the event of a natural or man-made disaster.

Attached you will find a "Request for Proposal" which identifies the project to be undertaken.

In order to be considered, all Requests for Proposals must be submitted in writing no later than 2:00 pm, Tuesday, May 12, 2020 to Room 216 in the Administration Building in Manteo, NC, located at 954 Marshall C Collins Drive. Firms mailing proposals should allow for delivery time to ensure receipt of the proposal. The responsibility for getting the proposal to the Dare County Purchasing Agent on or before the specified time and date is solely and strictly the responsibility of the proposing firm. Bids will be opened in room 168 at 2:00pm on May 12th at the address listed above. No contract award will be made until each proposal is evaluated at a later date. Dare County will in no way be responsible for delays caused by any occurrence. Proposals may be hand delivered or mailed to:

DARE COUNTY PURCHASING DEPARTMENT
Attention: Dustin Peele, Purchasing Agent
954 Marshall C. Collins Drive
PO Box 1000
Manteo, N.C. 27954
Hours of Operation: 8:30 a.m. to 5:00 p.m. (EST)
Monday through Friday
Telephone: 252-475-5891
Email: dustin.peele@darenc.com

Firms providing proposals shall be responsible for complying with all North Carolina Laws and local ordinances.

The Dare County Board of Commissioners reserves the right to waive any formalities, to reject any and all Requests for Proposals, and to accept any request which, in its opinion, may be in the best interest of Dare County.

No Request for Proposal will be received or accepted after 2:00 pm on Tuesday, May 12, 2020. Late Requests for Proposals will be deemed invalid and returned unopened to the submitting firm.

Thank you,

Dustin Peele
Purchasing Agent

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COUNTY OF DARE REQUEST FOR PROPOSAL

Purpose and General Information

The County of Dare is requesting proposals from qualified firms to provide disaster management, recovery and consulting services in the event of a natural disaster or man-made event. The County is seeking to enter into a contractual agreement with a firm to provide the services contained in this RFP.

The contract to be awarded under this RFP will be a contract that will be activated only upon declaration of an emergency declared by the Dare County Board of Commissioners. As such, no compensation will be accrued to the Contractor unless and until the contract is activated either in anticipation of a natural disaster or immediately after such disaster or man-made event.

Dare County is located in the northeastern coastal region of North Carolina and is primarily a resort destination to 6 million people a year. The population of Dare County is approximately 35,000. The county consists of 800 square miles of area with 40,000 parcels of land.

While cost may be one of a number of considerations used in selecting a firm for the project, the qualifications and competence of the firm will be the paramount consideration in the selection process. Proposer will be required to submit an hourly rate schedule for key personnel used in management of services.

Scope of Services

The County requires disaster management, recovery and consulting services to support the oversight and management of debris recovery contractors. As such, the consultant should be capable of providing a range of related services including damage assessment, training, emergency planning, infrastructure restoration, logistics planning, GIS operations and other services as needed and ordered by the County. Additional services may include, but not limited to, facilitating communication with FEMA, the State of North Carolina and other state and federal agencies, pre-event planning, post event review, grant writing and reimbursement services.

A. Disaster Debris Monitoring Services

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, and drainage areas/canals, waterways and other public, eligible, or designated areas. Specific services may include:

1. Coordinating daily briefings, work progress, staffing and other key items with the County.
2. Selection and permitting of Temporary Debris Storage and Reduction Sites (TDSRS) and any other permitting/regulatory issues as required.

3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, scheduling and managing field staff.
5. Monitoring recovery/debris contractor operations and making/implementing recommendations to improve efficiency and speed recovery.
6. Assisting the County with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring and FEMA guidelines.
8. Ensuring safety practices are in compliance with local, state and federal guidelines.
9. Entering load tickets into a database application that is available to County.
10. Digitization of source documentation.
11. Developing daily operational reports on work progress.
12. Development of maps, GIS applications and work zones, as necessary.
13. Comprehensive review, reconciliation and validation of debris removal contractor(s) invoices, prior to submission to County for processing.
14. Project Worksheet Generation and Review and other pertinent report reimbursement by FEMA and any other agency for disaster recovery efforts by County staff and designated debris removal contractors.
15. FEMA Cat. C-G site inspections, damage assessment, identification of, justification of, and application for immediate needs funding.
16. Identification of, justification of, and application for immediate needs funding.
17. Daily prioritizing recovery workload.
18. Provide loss measurement and categorization.
19. Insurance evaluation, documentation adjusting and settlement services.
20. Staff augmentation with experienced Public Assistance Coordinators and project officers.
21. Final report and appeal preparation and assistance in any appeal process.

B. Emergency Management Planning and Training

1. Interim inspections, final inspections, supplemental review of County debris plan.
2. Provide assistance in reconstruction and long-term infrastructure planning.
3. Provide final review of all emergency and permanent work performed.
4. Procurement assistance for debris removal contractors and other services as requested.
5. Technical support and assistance in developing public information.
6. Other training and assistance as requested by the County.

C. Damage Assessment and Reconstruction Services

If requested, the Consultant shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering and construction management services. Specific areas where services may be requested include County facilities, utility systems, transportation systems and other sectors as requested. As well as the requirements now needed to satisfy FEMA, such as tree removal, non-system roads and gated communities.

Desired Timetable

The Emergency Management Director will notify the Debris Manager who will contact and notify the contractor to place them on alert status to be prepared to move into the Dare County area within 24 hours after receipt of a Notice to Proceed and the first Task Order from the County.

Submission of Requirements

The Contractor's proposal shall be tabbed to identify the required information. Failure to submit this information may render the proposal non-responsive.

A. Introduction: Company Information and Executive Summary

Each respondent shall provide the following company information:

1. Firm's name and business address, including telephone and fax numbers, e-mail address and WEB site address.
2. The type of firm (individual, partnership, corporation) and list the names of all partners, principles, etc.
3. Year established. Include former firm name(s) and year(s) established, if applicable.
4. The name, title, addresses and telephone number of the firm's authorized negotiator for this project. The person identified must be empowered to make binding commitments for the firm and its subcontractors.
5. A general discussion of the proposing firm's technical approach to the project to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County.
6. Dare County reserves the privilege of auditing a vendor's records as such records relate to purchases between Dare County and said vendor. Records should be maintained three (3) years from the date of final payment.

The purpose of the introduction is to provide information about the proposing firm, as well as the firm's approach to the project. Specifically, the executive summary should be written in non-technical language that can be clearly understood by the non-technical county officials. The section should be concise and should present only information that is relevant to this project.

B. Qualifications of the Firm

1. Provide a description and history of the firm focusing on previous governmental experience.
 - a. Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
 - b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding Sources and reimbursement processes.
 - c. Recent experience managing coastal disaster recovery operations including, but not limited to: sand recovery beach remediation, Right-of-Entry debris removal, and C&D debris separation and removal.
2. Provide five references for which the firm has performed services within the past four (4) years that are similar to the requirements in the Scope of Services. Two of the references shall be from governmental entities for hurricane debris monitoring experience involving a minimum of 150,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone contact numbers and the date of the contract and the amount of the contract.

C. Qualifications of Staff

Provide an organizational chart, resumes and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal managers, FEMA reimbursement specialist and data manager) must be full time employees of the proposing firm and have experience in the following:

1. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing hurricane debris monitoring for a minimum of 150,000 cubic yards of debris.
2. Documented knowledge and experience of Federal, State and local emergency agencies, state and federal programs, funding sources and reimbursement processes.
3. Experience with special disaster recovery program management services including private property/right-of-entry work, waterways clean-up and reimbursement, FEMA appeals processing, hauler invoice reconciliation and contracting.
4. Provide insight on Staff's knowledge and implementation of FEMA's Public Assistance Program & Policy Guide FP 104-009-2/January 2016 and FEMA's Damage Assessment Operations Manual dated April 5, 2016. This must include discussion on how staff will ensure the County meets all Public Assistance applicant requirements

to include but not limited to procurement procedures outlined in Public Assistance Program & Policy Guide as well as how Staff will conduct damage assessment as outlined in the Damage Assessment Operations Manual.

D. Technical Approach/Other Requirements

1. Provide a time line detailing the pre-event planning (based on hours/days) after contract award.
2. Information concerning any current violations and any ongoing litigation which may cause conflicts or affect the ability of the proposer to provide services.
3. Responsibility for Proposal Costs: The Contractor shall be responsible for all costs incurred in the preparation and submission of their proposal.
4. Any Exceptions/deviations to specifications shall be included on a separate page.

Licenses, Permits and Certificates

All licenses, permits and certificates required for and in connection with any and all parts of the work to be performed under the provisions of the Contract Documents shall be secured by the Contractor entirely at his/her expense.

Laws and Ordinances

The contract will be governed by North Carolina law. The Contractor shall obtain all necessary licenses and permits and keep necessary licenses up-to-date and provide necessary records as required.

Independent Contractor

The relationship of the Contractor to the County shall be that of an independent Contractor.

Binding

The Contractor shall be bound by their proposal for a term of ninety (90) calendar days from the due date of the proposals. A firm may withdraw a proposal by written request prior to the date and time of the proposal opening.

Assignment and Subcontracting

The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Dare County, nor shall he/she assign, by power of attorney or otherwise, any of the money payable under the Contract unless written consent of the County has been obtained.

If the Contractor is proposing any subcontracted work in the project, the subcontractor and the activity in this project are to be identified in the proposal. All subcontractors must be approved by the County and must conform to the same standards and specifications applicable to the contracting firm.

The Contractor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

Submission of Proposals

- A. Please submit one (1) original, five (5) copies and one (1) thumb drive (pdf) of proposal. All proposals shall be sealed and marked RFP Disaster Management, Recovery, and Consulting Services. Sealed proposals will be received no later than 2:00 pm on Tuesday, May 12, 2020 in Room 216, at the Dare County Administration Building, 954 Marshall C. Collins Drive, Manteo, NC, 27954.
- B. Proposals will not be accepted via fax machine or internet e-mail.
- C. Mark outside of the envelop with proposal subject, RFP Disaster Management, Recovery and Consulting Services.
- D. Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm for ensuring that their proposal is received by the Purchasing Department personnel before the deadline indicated above. There is nothing in this RFP that precludes the County from requesting additional information at any time during the procurement process from any firm.
- E. Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all responsible firms/individuals are encouraged to submit proposals. The County of Dare reserves the right to waive any formalities, to reject any and/or all proposals, and to accept any proposal which, in its opinion, may be in the best interest of Dare County.
- F. Any proposal submitted MUST include the proposer's bid certification form, contained within, which has been signed by an individual authorized to bind the offer. All proposals submitted without such signature may be deemed non-responsive.
- G. RFP Process: Firms are to submit written proposals which present the firms qualifications and understanding of the Work to be performed. The firm's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its proposal and qualifications for the project. Emphasis should be placed on completeness of services offered and clarity of content. The response should be limited to no more than fifty (50) pages.
- H. Propriety Information: Trade secrets or propriety information submitted by a bidder or contractor in connection with a procurement transaction shall not be subject to the public disclosure under the Freedom of Information Act. However, the bidder or contractor must invoke the protection of this section prior to or upon submission of the data or materials and must identify the data on the other materials to be protected and state the reason why protection is necessary.
- I. Minority Bidders: The County of Dare encourages all businesses, including minority, and women owned businesses to respond to all RFP's, IFB's and RFQ's. Should you be interested, please contact this office at 252-475-5891 and request an application.

- J. Incurring Cost: Dare County is not liable for any cost incurred prior to the execution of the contract.
- K. Termination: Dare County may terminate the contract without cause upon a fifteen (15) day written notice.

Disqualifications

Dare County reserves the right to disqualify any firm upon convincing evidence of collusion with intent to defraud or to commit any other illegal practices on the part of the firm. Failure to comply with applicable state laws concerning insurance or bonding may also be grounds for disqualification. Dare County reserve the right to reject any and/or all proposals.

Inquiries

Questions concerning this RFP should be directed to:

Dustin Peele
Dare County Purchasing Agent
954 Marshall C. Collins Drive
Manteo, NC 27954
Telephone: 252-475-5891
Fax: 252-473-3108
E-mail: dustin.peele@darenc.com

All questions pertaining to this RFP must be submitted, in writing, no later than Tuesday, May 5th, 2020 by 2:00pm.

Only written questions will be considered formal. Any information given by telephone will be considered informal. Any questions that the County feels are pertinent to all proposers will be mailed as an addendum to the RFP. E-mail messages will be treated as written questions.

Insurance

The Contractor to whom this contract is awarded shall secure and maintain during the duration of the Contract, at his/her sole expense, the following types and limits of insurance described below:

- A. Workers' Compensation: The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.
- B. Commercial General Liability: The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$2,000,000.00 per occurrence, with a \$4,000,000.00 aggregate.
- C. Business Automobile Liability: The vendor shall provide coverage for all owned, non-

owned and hired vehicles with limits of not less than \$1,000,000.00 per occurrence, Combined Single Limits (CSL), or its equivalent.

- D. Professional Liability (Errors & Omissions): The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$2,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

Insurance policies, except Workers' Compensation, shall be endorsed (1) to show Dare County as an additional insured, as their interests may appear, and (2) to amend cancellation notice to 45 days, pursuant to North Carolina Law.

Copies or originals of correspondence, certificates, endorsements, or other items pertaining to insurance shall be sent to: Dustin Peele, Dare County Purchasing Agent, PO Box 1000, Manteo, NC, 27954.

Hold Harmless

The successful proposal shall agree to defend, indemnify and hold harmless Dare County from all loss, liability, claims, actions, damages or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor; any suits brought against the County for or on account of the use of patented appliances, products or processes or the infringement of any patent, trademark, copyright or alleged negligence on the part of the Contractor.

Taxes

State tax: Dare County is liable for North Carolina sales and use taxes.

Payment Schedules

Payments will be allowed for work in progress. The firm must show that the portion of work included in the invoice is completed. Five percent (5%) retainage may be held on each invoice until that phase of the contract is complete.

Final payment shall be made within 30 days after, in the judgment of the County representatives, the Contractor has completely delivered all materials or performed all services in accordance with the specifications and the terms of the contract.

Appropriation of Funds

It is the intention of the parties that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding by the County's governing Board. Therefore, the parties agree that services provided and payment

due under this agreement will be provided upon a year-to-year basis contingent upon continued funding. The fiscal year for Dare County begins on July 1 and ends on June 30.

Liquidated Damages/Retainage

- A. Liquidated damages: Upon contract award, should the Contractor fail to meet the requirements of the contract, a liquidated damage of five hundred dollars per calendar day (\$500.00/calendar day) will be imposed until delivery is made.
- B. Retainage: A retainage of five percent (5%) may be withheld from each invoice until the successful completion of that phase of the project.

Signing Proposals

The County will prepare contracts for the successful Contractor using the name exactly as it appears in the proposal. Therefore, it is absolutely necessary that the proposer sign the proposal using the correct and complete legal name.

Award of Contract

Pursuant to Section 143-129 of the North Carolina General Statutes, the award will be made to the Contractor who submits the proposal which is in the best interest of Dare County. Such evaluations will include the relevant experience of the Contractor, the capability of the Contractor, the cost of the fees and other factors deemed by Dare County to be in their best interest.

Dare County reserves the right to reject any and all proposals at its sole discretion or to waive any specific irregularities or formalities in order to accept a proposal deemed to be in the best interest of the County.

Dare County reserves the right, and the Finance Department has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the County.

Dare County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

Dare County shall have a period of ninety (90) days after the opening of the proposals in which to award the contract.

Contract Term

It is the intent of the County to enter into a three (3) year contract with the option to extend the contract for two (2) additional one (1) year periods upon mutual agreement of both parties.

Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

The Consultant awarded this contract shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the County, including the Comptroller's Office and/or its designees, for purposes of inspection and audit without restriction.

This contract may be utilized by other municipalities located within Dare County.

Selection Process

The selection process will be based on the responses to this Request for Proposal and any proposal review sessions. A committee comprised of county personnel will evaluate each proposer's response based on the following criteria and weight:

Price	80%
Technical Approach	5%
Firm Qualification	5%
Staff Qualification	5%
Other	5%

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Dare

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of _____, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or Person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Dare or any person interested in the proposal contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____(Seal)

_____(Title)

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____ Day of _____, 2016
NOTARY PUBLIC _____
My Commission Expires _____

PROPOSERS'S HOURLY RATE FORM

All rates shall be all-inclusive and include Overhead, Profit, Travel Costs, Lodging, Per Diem, and all other operational expenses.

POSITIONS	\$ HOURLY RATES	Number of Hours	Cost
Operations Manager	\$ _____	70	\$ _____
Field Supervisors	\$ _____	120	\$ _____
Debris Site/Tower Monitors	\$ _____	240	\$ _____
Billing/Invoice Analysts	\$ _____	10	\$ _____
Administrative Assistants	\$ _____	20	\$ _____
Field Coordinators (Crew Monitors)	\$ _____	600	\$ _____
Total Cost			\$ _____
OTHER:	\$ _____		\$ _____
OTHER:	\$ _____		\$ _____
OTHER:	\$ _____		\$ _____
OTHER:	\$ _____		\$ _____
OTHER:	\$ _____		\$ _____
OTHER:	\$ _____		\$ _____

- Proposer may include OTHER positions, with hourly rates, as needed. However, these rates will not be evaluated in total cost.
- Number of hours is for estimating purposes only. Hours are based on past storm events.
- **Field Coordinators** hours based on 10 monitors working (5) five 12 hour days = 600 hours.
- **Admin Assistant** hours based on 4 hours per day for 5 days = 20 hours.
- **Billing/Invoice Analysts** hours based on 2 hours per day for 5 days = 10 hours.
- **Debris Site/Tower Monitor** hours based on running two sites with 4 monitors total working 12 hours per day for 5 days = 240 hours.
- **Field Supervisor** hours based on (2) two supervisors. (1) On the northern beaches and (1) on Hatteras Island. 12 hours per day for 5 days = 120 hours.
- **Operations Manager** hours based on 14 hours per day for a 5 day event = 70 hours.

BID CERTIFICATION FORM

WITNESS

1 _____

2 _____

PRINCIPAL:

BY: _____

SIGNATURE

(SEAL)

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

Name of Vendor or Bidder: _____

**DARE COUNTY
PROPOSER/VENDOR CERTIFICATION FORMS
Required Contract Provisions for Non-Federal Entity Contracts
Under Federal Awards – Appendix II to 2 CFR Part 200**

The following provisions are required and apply when federal funds are expended by DARE COUNTY for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by DARE COUNTY, DARE COUNTY reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to Federal Rule (B) above, when federal funds are expended by DARE COUNTY, DARE COUNTY reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. DARE COUNTY also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if DARE COUNTY believes, in its sole discretion that it is in the best interest of DARE COUNTY to do so. The vendor will be compensated for work performed and accepted and goods accepted by DARE COUNTY as of the termination date if the contract is terminated for convenience of DARE COUNTY. Any award under this procurement process is not exclusive and DARE COUNTY reserves the right to purchase goods and services from other vendors when it is in the best interest of DARE COUNTY.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60,

“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by DARE COUNTY on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by DARE COUNTY, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in

surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by DARE COUNTY, the vendor certifies that during the term of an award for all contracts by DARE COUNTY resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by DARE COUNTY, the vendor certifies that during the term of an award for all contracts by DARE COUNTY resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by DARE COUNTY, the vendor certifies that during the term of an award for all contracts by DARE COUNTY resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by DARE COUNTY, the vendor certifies that during the term of an award for all contracts by DARE COUNTY resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by DARE COUNTY, the vendor certifies that during the term and after the awarded term of an award for all contracts by DARE COUNTY resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

**Record Retention Requirements for Contracts Paid for with Federal Funds –
2 CFR § 200.333**

When federal funds are expended by DARE COUNTY for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

**Certification of Compliance with EPA Regulations
Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
in excess of \$100,000 of Federal Funds**

When federal funds are expended by DARE COUNTY for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

Certification of Compliance with the Energy Policy and Conservation Act

When federal funds are expended by DARE COUNTY for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

Certification of Compliance with Buy America Provisions

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

Certification of Non-Collusion Statement

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree?

YES _____ Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name

Address, City, State, and Zip Code

Phone Number Fax Number

Email Address

Signature of Authorized Representative Date

Printed Name and Title of Authorized Representative



*MOU Between Dare County and Kill Devil Hills
Relocation of the Public Water Supply Emergency Interconnection*

Description

Memorandum of Understanding between Dare County and Kill Devil Hills to agree to move the interconnection located on Colington Road to County Property Parcel #008165003, 600 Mustian Street, Kill Devil Hills, NC.

Board Action Requested

Approval of Memorandum of Understanding and authorization for County Manager to execute.

Item Presenter

Robert Outten, County Manager



COUNTY OF DARE

Water Department

600 Mustian Street, Kill Devil Hills, NC 27948

North Reverse Osmosis
Treatment Facility

Phone (252) 475-5990

Fax (252) 441-2239

MEMORANDUM OF UNDERSTANDING

BETWEEN

DARE COUNTY AND TOWN OF KILL DEVIL HILLS

RE: Regarding the Relocation of the Public Water Supply Emergency Interconnection located on Colington Road. The Town of Kill Devil Hills (Town) and the County of Dare (County) will agree to move the interconnection to County Property Parcel #008165003, 600 Mustian Street, Kill Devil Hills, NC.

This Memorandum of Understanding is entered into and acknowledged by and between the County of Dare and the Town of Kill Devil Hills. This instrument memorializes the agreements, responsibilities, and understandings between the parties regarding the relocation of the public water supply emergency interconnection between the Town of Kill Devil Hills (Town) and the County of Dare (County) to be placed on County Property Parcel #008165003, 600 Mustian Street, Kill Devil Hills, NC.

The parties acknowledge and agree as follows:

1. The County agrees to place the interconnection valve vault, meters, and associated piping on County owned parcel #008165003, Kill Devil Hills, NC.
2. The County and Town will share 50% of all cost associated with the project.
3. The County and Town will co-manage the project including hiring and supervising an engineer & contractor that have been engaged to complete the project.
4. After project completion the Town and County will share 50% of all maintenance & repairs to the valve vault, meters, and associated piping.
5. The County will provide access to the Town to the valve vault, meters, and associated piping.
6. If the emergency interconnection is activated through a request from the County or Town the charge for water used by either the Town or County will be the current wholesale water rate used by the County to bill the Town for water usage on a monthly basis.

7. The Memorandum of Understanding between the County of Dare and the Town of Kill Devil Hills shall become effective when signed by both parties.
8. Exhibit is a map (not to scale) of the site.

Signatures:



Debora Peele Diaz, Kill Devil Hills Town Manager

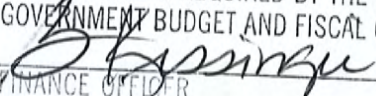


July 27 2020
Date

Robert Outten, Dare County Manager/Attorney

Date

THIS INSTRUMENT HAS BEEN PREAUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL ACT.



FINANCE OFFICER





Board Appointments

Description

The following Board has appointments this month.

1. Dare County Center Advisory Board
2. Upcoming Board Appointments

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager



Dare County Center Advisory Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

August 2020

BOARD APPOINTMENTS
DARE COUNTY CENTER ADVISORY BOARD
(Staggered/Three Year Term)

**Terms expire for Rob Ross, Emily Hall, John D. Sibunka,
Mitchell Bateman and Samantha Brown**

John D. Sibunka does not wish to be reappointed.

**The Dare County Center Advisory Board recommends
Rob Ross, Emily Hall, Mitchell Bateman and Samantha Brown be reappointed for another term.**

Pamela Zafra is recommended to fill the vacancy.

**Applications have been received from:
Stephanie J. Harkness-Moxley and Pamela Zafra**

Other Members: See attached list

DARE COUNTY CENTER ADVISORY BOARD

(Three Year Term)

**This Board advises and promotes goals and policies to enhance
Dare County Center operations and community outreach.**

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Rob Ross 105 East Sand Fiddler Court Nags Head, NC 27959 Rob.ross@darenc.com 216-6869 (C)	8/20	Apptd. 6/17
Emily Hall 314 Sir Walter Raleigh St. Manteo, NC 27954 olivetkids@mountolivetumc.org 614-653-3907 252-473-2089, ext 29 Completes term of Paula Oliver	8/20	Apptd. 10/19
Flossie Tugwell P.O. Box 896 Nags Head, NC 27959 473-5993	8/21	Apptd.8/10 Reapptd. 8/12, 15, 18
Mary Pendill 129 Dogwood Circle Manteo, NC 27954 473-3589	8/21	Apptd. 8/14 Reapptd. 8/15, 18
John D. Sibunka (Resigned) 132 Gareth Circle Manteo, NC 27954 473-3300	8/20	Apptd. 8/10 Reapptd. 8/14, 8/17
Lynda Hester, CH. P.O. Box 457 Manteo, NC 27954	8/22	Apptd. 8/10 Reapptd. 8/13, 16, 19
Mitchell Bateman P.O. Box 100 Wanchese, NC 27981 473-3350	8/20	Apptd.8/14 Reapptd. 8/17
Samantha Brown 2621 S. Bridge Lane Nags Head, NC 27959 207-2933(H) 305-1414 (O)	8/20	Apptd. 12/16 Reapptd. 8/17

Sara J. Hester-Smith P.O. Box 762 Manteo, NC 27954 489-6554 sjoihester@gmail.com	8/22	Apptd. 12/17 Reapptd. 8/19
Daniel Otte' 185 The Dogwoods Manteo, NC 27954 473-1883(H) 473-8883 (C)	8/22	Apptd. 8/16 Reapptd. 8/19
Reha Otte' 185 The Dogwoods Manteo, NC 27954 473-1883(H), 473-8883 (C)	8/22	Apptd. 8/19
Tiffany Wescott P.O. Box 2148 Manteo, NC 27954 216-6341	8/21	Apptd. 8/15 Reapptd. 8/18
Anastacia Davis P.O. Box 1097 Manteo, NC 27954 473-5687	8/21	Apptd. 8/15 Reapptd. 8/18

NOTES:

MEETING INFO: 2nd Tuesday -monthly, (except June, July, Aug.) 9 a.m., Dare Center Meeting Room

CONTACT INFO: Lynda Hester, Chairman
Sandy Pace, Director of Dare Center

MEMBERS COMPENSATED: No

Flossie Tugwell filled unexpired term of Betty Blanchard 8/10.
John Sibunka filled unexpired term of Doris Young 8/10
Lynda Hester appointed as an add'l member 8/10.
John Robbins filled unexpired term of Jimmie Williams 6/12.
Suzy Barrett filled unexpired term of Catherine McCabe 2/13; Ann Groves replaced James Harris 9/13.
Brooke McCord appointed to fill unexpired term of Malcolm Fearing 9/13.
Mitchell Bateman replaced Isabel Cooper 8/14; Mary Pendill filled unexpired term of Betty Mann 8/14.
Margarette Umphlett replaced Virginia Tillett 12/14.
Tiffany Wescott replaced Suzy Barrett 8/15; Anastacia Davis replaced Fred Brumbach 8/15.
Jean Councill replaced James Brown 8/16; Daniel Otte' replaced John Robbins 8/16.
Samantha Brown filled unexpired term of Brook McCord 12/16.
Robb Ross replaced Margarette Umphlett 6/17; Paula Oliver replaced Bea Basnight 8/17
Sarah Hester-Smith appointed to fill unexpired term of Jean Farr Councill who resigned 12/17
Lynda Hester, Sara Hester-Smith and Daniel Otte reapptd. 8/19; Reha Otte' apptd 3 yr term 8/5/19 to
replace Rodney Benson who resigned; Emily Hall apptd. to fill unexpired term of Paula Oliver 10/19;

REVISED 06/20

RESET FORM

**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 Katie Smith, Dare County Clerk to the Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6312. A list of boards and committees is shown on page three.

Advisory Board or Committee interested in:

1st choice Dare County Center

2nd choice _____

3rd choice _____

Name: Pamela NOelia ZAFRA

Address: 604 Agona Street P.O box 2392

City/State/Zip Manteo, NC, 27954

Telephone Home: (252) 305 6817

Business: _____

Resident of Dare County: yes no

Occupation: waitress

Business Address: Manteo

Educational background:

High school diploma

Business and civic experience and skills:

customer service, food industry - Lost Colony Brewery cafe

Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

none

Expiration Date of Terms: _____

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
Sandy Pace	Dare county center	Manteo	(252) 475 5625
Lynda Hester	RETIRED	Manteo	(252) 489-0848
Sharon Enoch	RESTAURANT	Manteo	(252) 202-6666

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

Date: 04/29/20 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: _____

Date forwarded to County Commissioners: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Parks and Recreation - *apptd 7/18*

2nd choice Dare County Center Advisory Board

3rd choice Roanoke Island Community Center Board

Name Stephanie J. Harkness-Moxley

Address 152 Brakewood Rd

City/State/Zip Manteo, NC 27954

Email Address smoxley@madriver.com

Telephone Home: 843-540-2358 (cell)

Business: 252-573-8248

Resident of Dare County: yes no

Occupation: Paralegal

Business Address: 207 Queen Elizabeth Ave., Ste. 101, Manteo, NC 27954

Educational background:
Bachelor of Arts in International Studies from The Ohio State University

Post Graduate work in Paralegal Studies at Technical College of the Lowcountry

Business and civic experience and skills:
Please see attached resume.

Other Boards/Committees/Commissions on which you presently serve:
Manteo MS PTO: Volunteer Cord.; Premier Soccer Manteo, Inc.: Secretary;

Outer Banks Youth Soccer Assoc.: Secretary, Director Concessions;

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
Josh Deal	Atlantic Flooring, owner	502 Hwy 64, Manteo	305-4037
Susan Harman-Scott	Attorney	207 QE Ave., Ste. 101, Manteo	573-8248
Diane Bognich	Finance Officer, OBX Inc.,	1 Vist. Ctr. Cir., Manteo	256-0588

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

Date: 5/4/2018 Signature of applicant: *Stefanie Harman-Meyers*

FOR OFFICE USE ONLY:

Date received: _____

Stephanie Harkness-Moxley

152 Brakewood Rd
Manteo, NC 27954

(843) 540-2358
smoxley@madriver.com

As I integrate into my new community, I hope to expand my participation in community and civic organizations.

Susan Harman-Scott, Attorney at Law, PLLC
Manteo, NC – June 2016 to Present

Paralegal for single practitioner office. Research and implement new technologies and case management software. Primary point of contact for clients, associated parties, and general public. Maintain and organize client files. Prepare documents for court and perform supporting research and background.

McDougall Law Firm

Beaufort, SC – July 2015 to June 2016

Litigation Paralegal supporting assigned attorneys with responsibilities for the maintenance and organization of files from opening of case to final disposition. Point of contact for clients, associated parties. Prepare all court documents, correspondence, evidence and supporting documentation, research and background.

Bennett Law Firm, LLC

Ridgeland, SC – July 2014 to July 2015

Litigation Paralegal in boutique law firm, supporting attorney in all stages of case development for civil litigation, family, simple probate and minor criminal matters.

Tupper, Grimsley, & Dean, P.A. Beaufort, SC - July 2011 to July 2014

Insurance Defense Litigation Paralegal supporting assigned attorneys with responsibilities for the timely and accurate preparation of documentation through all stages of a case including the initial response to new actions, discovery, mediation, and settlement or trial.

LowCountry Legal Volunteers

January 2011 to July 2011

Unpaid Student Intern: paralegal for a non-profit legal aid organization focusing mainly on family law issues for the under-serviced of Beaufort County.

Lost Penguin Deli

Bluffton, SC - October 2006-July 2010

Responsible for all aspects of small business ownership including business development and creation of social media and traditional advertising programs, inventory control and human resources.

Certifications: North Carolina Notary Public, Commission expires 7/7/2021

Computer Proficiencies:

Microsoft Office Suite including Entourage and Outlook for both Windows XP and Mac OS X (Mavericks) platforms; Word Perfect, LexisNexis, Westlaw, eCopy, TABS 3, Clio, Office365 and DropBox; iPad and iPhone mobile computing platforms for office connectivity while off site.

Education:

The Ohio State University, Bachelor of Arts: International Relations

Technical College of the Lowcountry, Paralegal Certificate from an ABA credentialed program, Honor graduate

Community Involvement:

Manteo Middle School Parent Teacher Organization: Volunteer Coordinator 2017-present

Premier Soccer Training Manteo, Inc.: Board of Directors, Secretary 2017- present

Outer Banks Youth Soccer Association: Board of Directors, Secretary, Director of Concessions 2017-present

Lower Coastal Soccer Academy: Board of Directors, Secretary 2011-2016; Developmental Coordinator 2014-2016; Team Manager for '04 travel team 2011- 2016

Beaufort Water Festival: Volunteer with Young Lawyers Association during Beaufort's premier festival 2011-2015



Upcoming Board Appointments

Description

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

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

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

Board Action Requested

None

Item Presenter

Robert Outten, County Manager

Upcoming Board & Committee Appointments

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

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

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

September, 2020

Health and Human Services Board

- The Consolidated Health & Human Services Board serves as the policy-making, rule-making, and administrative board for Dare County's Department of Health & Human Services. NCGS 153A-77 requires that "After the subsequent establishment of the Human Services Board, its Board shall be appointed by the Board of County Commissioners from nominees presented by the Human Services Board." In accordance with the General Statute, the Consolidated Human Services Board reviews all applications and submits names of nominees to the Board of Commissioners for approval. Must meet occupational requirements affiliated with expiring seats.

- 4 terms expire

October, 2020

None

November, 2020

Older Adult Services Advisory Council

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

1 term expiring

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

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

Cheryl C. Anby, Clerk to the Board at 475-5800.



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

Description

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

Board Action Requested

Consider items presented

Item Presenter

Robert Outten, County Manager