



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 17, 2020, 5:00 PM

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

AGENDA

- 5:00 PM** **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Appointment of Assessor and Tax Collector
- ITEM 3** Presentation of County Service Pins - August 2020
- ITEM 4** Public Comments
- ITEM 5** Annual Settlement
- ITEM 6** Dominion Energy Proposed New Transmission Line
- ITEM 7** 2020 Census Update
- ITEM 8** Grant Project Ordinance for Coronavirus Relief Fund CARES Act HAVA Elections Grant
- ITEM 9** 2020 Roadmap of Need
- ITEM 10** Resolution Recognizing the 100th Anniversary of the Ratification of the 19th Amendment
- ITEM 11** **Consent Agenda**
- 11(1) Approval of Minutes
 - 11(2) Retirement of Deputy Sheriff K9 Bady
 - 11(3) Southern Albemarle Association, Annual Meeting Invitation List
 - 11(4) Disaster Debris Monitoring - Kill Devil Hills
 - 11(5) Disaster Debris Monitoring - Southern Shores
 - 11(6) Disaster Debris Monitoring - Kitty Hawk
 - 11(7) Disaster Debris Monitoring - Manteo
 - 11(8) Disaster Debris Monitoring - Duck
 - 11(9) Dare County Comprehensive Disaster Recovery Management Services Contract
 - 11(10) MOU Between Dare County and Kill Devil Hills Relocation of the Public Water Supply Emergency Interconnection
 - 11(11) Interlocal Agreements With Municipalities within DC per the DC Plan for the NC Covid-19 Relief Fund
 - 11(12) Tax Collector's Report
 - 11(13) Amendment to Architectural Contract for Animal Shelter Construction
 - 11(14) Dare County Department of Health and Human Services Public Health Division, Covid-19 Funding
 - 11(15) GEM - Gentle Expert Memorycare

ITEM 12 Board Appointments

12 (1) Dare County Center Advisory Board

12 (2) Health and Human Services Board

12 (3) Upcoming Board Appointments

ITEM 13 Commissioners' Business & Manager's/Attorney's Business

ITEM 14 Closed Session

ADJOURN UNTIL 9:00 A.M. ON SEPTEMBER 8, 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



Presentation of County Service Pins - August 2020

Description

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

- | | |
|---------------------------------|---------------------------------|
| Edward Cottrell - 10 year pin | Elizabeth Fiedler - 20 year pin |
| Brianne Anderson - 10 year pin | Barry Peele - 20 year pin |
| Evelyn Berry - 10 year pin | Walter Duprey - 25 year pin |
| Jonathan Deweese - 10 year pin | Katharina Bracey - 30 year pin |
| Ray Owens - 15 year pin | |
| Constance Daniels - 15 year pin | |
| Jeffrey Mitchell - 20 year pin | |

Board Action Requested

Informational Presentation

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. This is an opportunity for anyone to speak directly to the entire Board of Commissioners for up to five minutes on any topic or item of concern.

Covid-19 changes:

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

Board Action Requested

Hear 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

Approval

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	UNKNOWNNS	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



Dominion Energy Proposed New Transmission Line

Description

Proposal for a new transmission line from Dominion's Colington Substation to the Nags Head Substation will be presented to the Board.

Board Action Requested

Informational Presentation

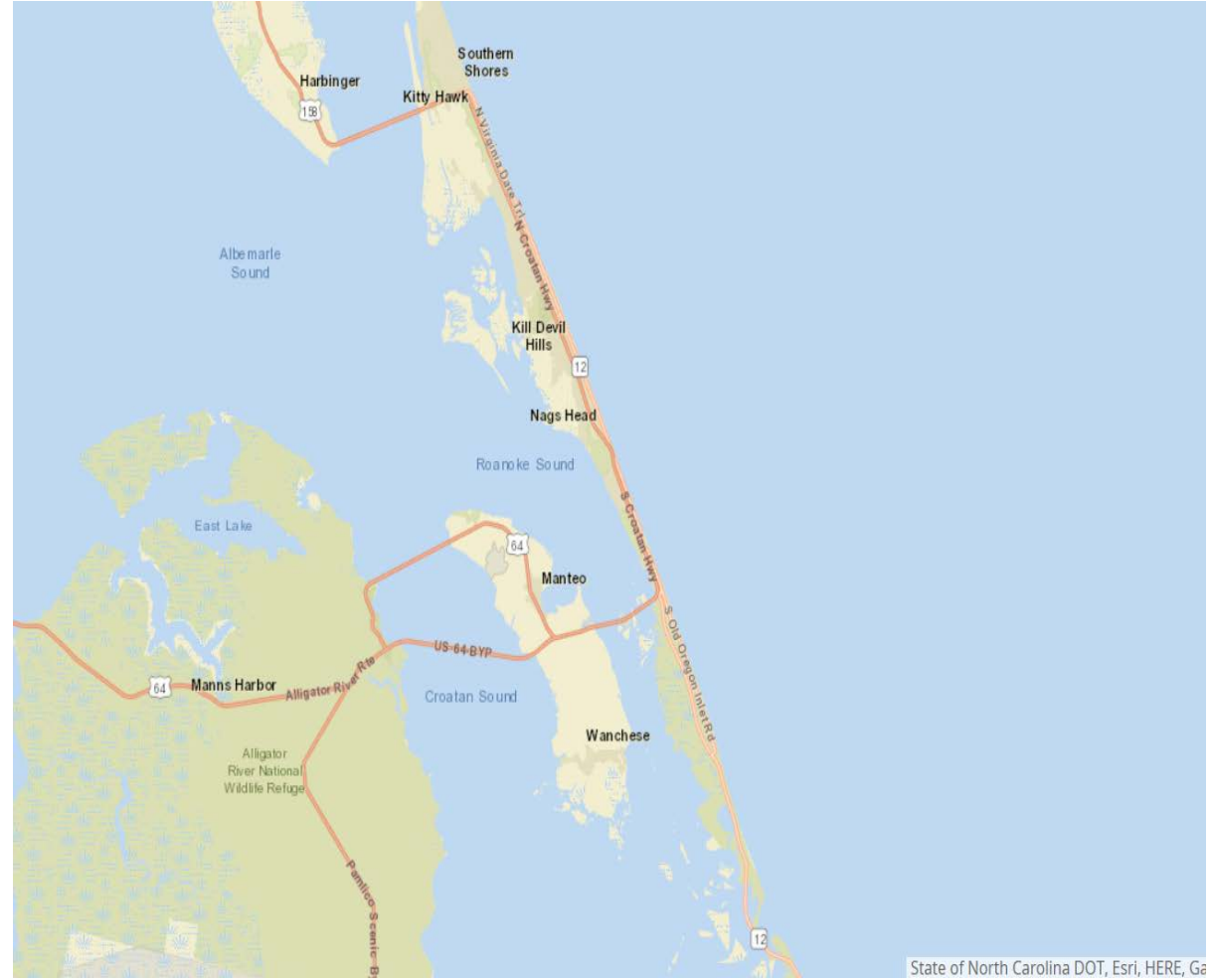
Item Presenter

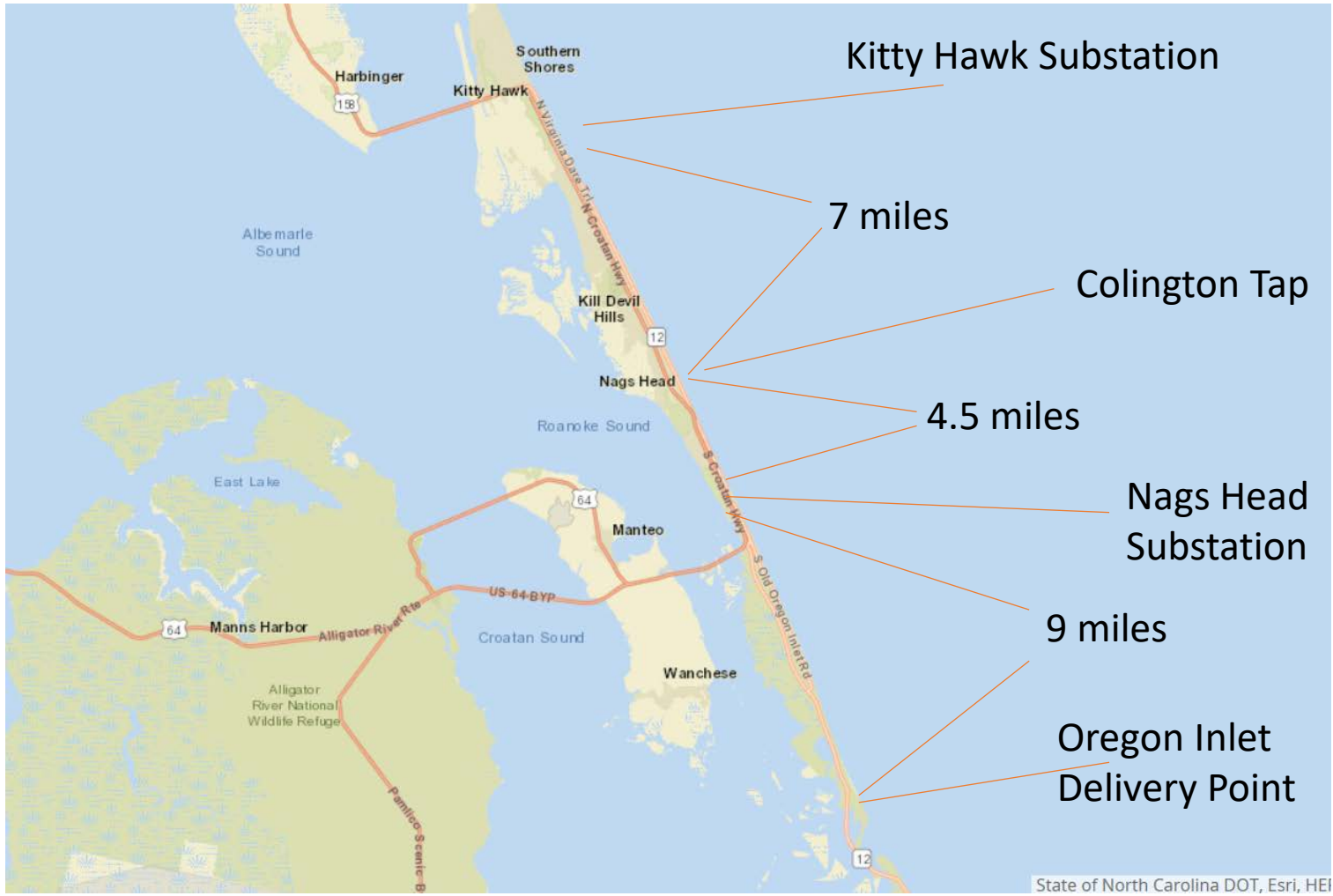
Winnie Wiseman, External Affairs, Dominion Energy North Carolina



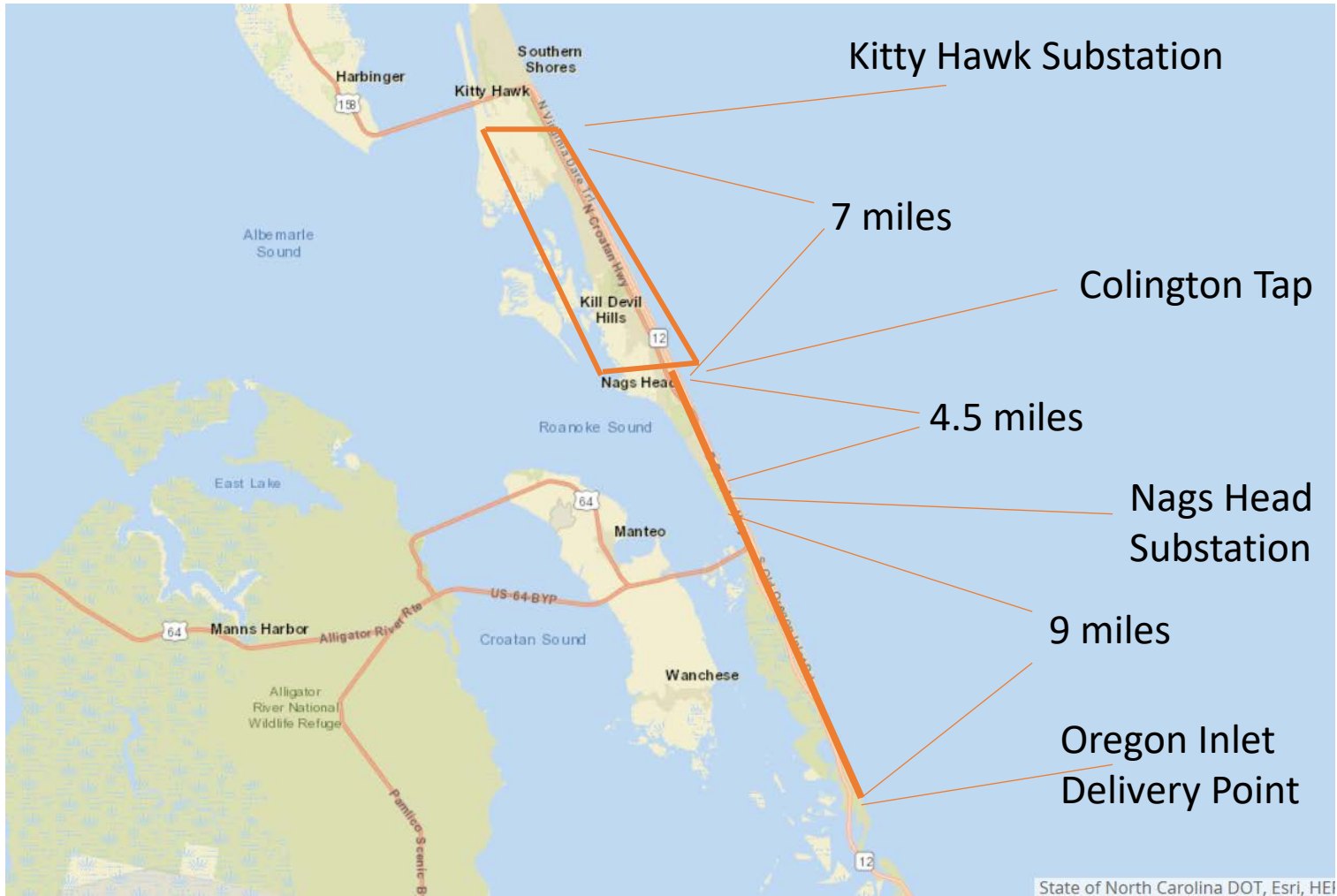
**Dominion
Energy**SM

Proposed 115kV
Electric
Transmission
Line
Colington Tap to
Nags Head
Substation





Kitty Hawk -
Nags Head -
Oregon Inlet
20 miles long



Kitty Hawk -
 Nags Head -
 Oregon Inlet
 20 miles long



Colington
Tap to Nags
Head
Substation



2010-2019

Permanent Dare County residents +9%

Dare County housing units +144%

Nags Head population +6%



OBX



Survey work

The slide features a light gray background with four large, semi-transparent geometric shapes: a yellow triangle pointing down in the top-left, a blue triangle pointing down in the top-right, a blue triangle pointing up in the bottom-left, and a yellow triangle pointing up in the bottom-right. The word "Questions?" is centered in a black, sans-serif font.

Questions?



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

8/17/20

- **Current 2020 Census reported response rate Dare County, NC (8/7/20) = 34.6%**
 - 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 ~79% 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) started as early as week of 8/10/20 and ends 9/30/20.**
 - You can still self-respond until the end of the 2020 Census on 9/30/20 (pushed up a month from 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. Increase self-response to mitigate this risk.
- **Remaining 2020 Census strategies to promote a complete count for Dare County, NC?**
 - Encourage residents to self-respond before Census workers knock on your door to “avoid the knock”, and cooperate with Census workers when they knock on your door if you don’t self-respond.
 - Low-Response Areas (Year-Round Residents) = **Manteo** ~62% & **Mainland Dare** ~46% est. response.



*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

Board of Elections

**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 17th day of August, 2020

Chairman, Board of Commissioners

[SEAL]

Cheryl Anby, Clerk to the Board of Commissioners



2020 Roadmap of Need

Description

The Roadmap of Need is a whole child needs assessment for North Carolina youth. It is produced annually by the Public School Forum of North Carolina's Center for Afterschool Programs. It provides 20 indicators of wellness across four domains: Health - Youth Behavior and Safety - Education and Economic Development.

Board Action Requested

Informational Presentation

Item Presenter

Commissioner Rob Ross

2020 ROADMAP OF NEED

OPPORTUNITIES

OBSTACLES



NC Center for Afterschool Programs (NC CAP)

- ❑- Established in 2002 as a statewide learning network (variations set up in all 50 states)
- ❑- Partnership of state agencies, after school providers, state and local policymakers, law enforcement, philanthropists and local educators
- ❑- Funded primarily by the Public School Forum, a public-private partnership in North Carolina (1986)
- ❑- Advocates for youth programs from “3 to 6 pm” and acts as a clearinghouse for the latest research and current trends
- ❑- These data are used to target resources to most effectively ensure youth opportunity to succeed.

Roadmap of Need 2020

- Examines 20 indicators of wellness across four domains:
 - ❖ Health
 - ❖ Youth Behavior and Safety
 - ❖ Education
 - ❖ Economic Development
- These domains capture the interconnected social, emotional and academic elements necessary for a child to succeed
- Each indicator provides insight to where young people are most at risk
- All 100 NC counties are then ranked within each of the 20 indicators

Health

Dare County overall ranked #1 in North Carolina

<u>Indicator</u>	<u>Actual Measure</u>		<u>Dare Rank</u>
	<u>Dare</u>	<u>State</u>	
Teen pregnancy per 1,000	23	28	14
Physicians per 10,000	17	24	31
Child Fatality per 10,000	0	5	1
Child Food Insecurity	19%	20%	13
Child Obesity	14%	16%	23

Youth Behavior and Safety

Dare County overall ranked #19 in North Carolina

<u>Indicator Per 1,000</u>	<u>Actual Measure</u>		<u>Dare Rank</u>
	<u>Dare</u>	<u>State</u>	
Juvenile delinquency	47	16	99*
Short term suspension	64	143	18
Juvenile detention	1.3	1.5	58
Children in DSS	2.8	6.8	8
Child abuse/neglect	3.4	9.0	8

*Appears to be an outlier. Followup to obtain details

Education

Dare County overall ranked #2 in North Carolina

<u>Indicator</u>	<u>Actual Measure</u>		<u>Dare Rank</u>
	<u>Dare</u>	<u>State</u>	
Graduation rate	91%	86%	13
3 rd grade reading proficiency	65%	56%	9
Math 1 proficiency	66%	57%	13
ACT composite score	20.1	18.5	5
Met or exceed growth (% of schools)	90%	73%	16

Economic Development

Dare County overall ranked #19 in North Carolina

<u>Indicator</u>	<u>Actual Measure</u> <u>Dare</u>	<u>Measure</u> <u>State</u>	<u>Dare Rank</u>
Median HH income (\$K)	\$64.8	\$53.9	7
Child poverty	13.6%	20.2%	6
Unemployment rate*	5.1%	3.9%	82
Adults with BS/BA degree	33%	31%	13
Single parent households	31%	35%	25

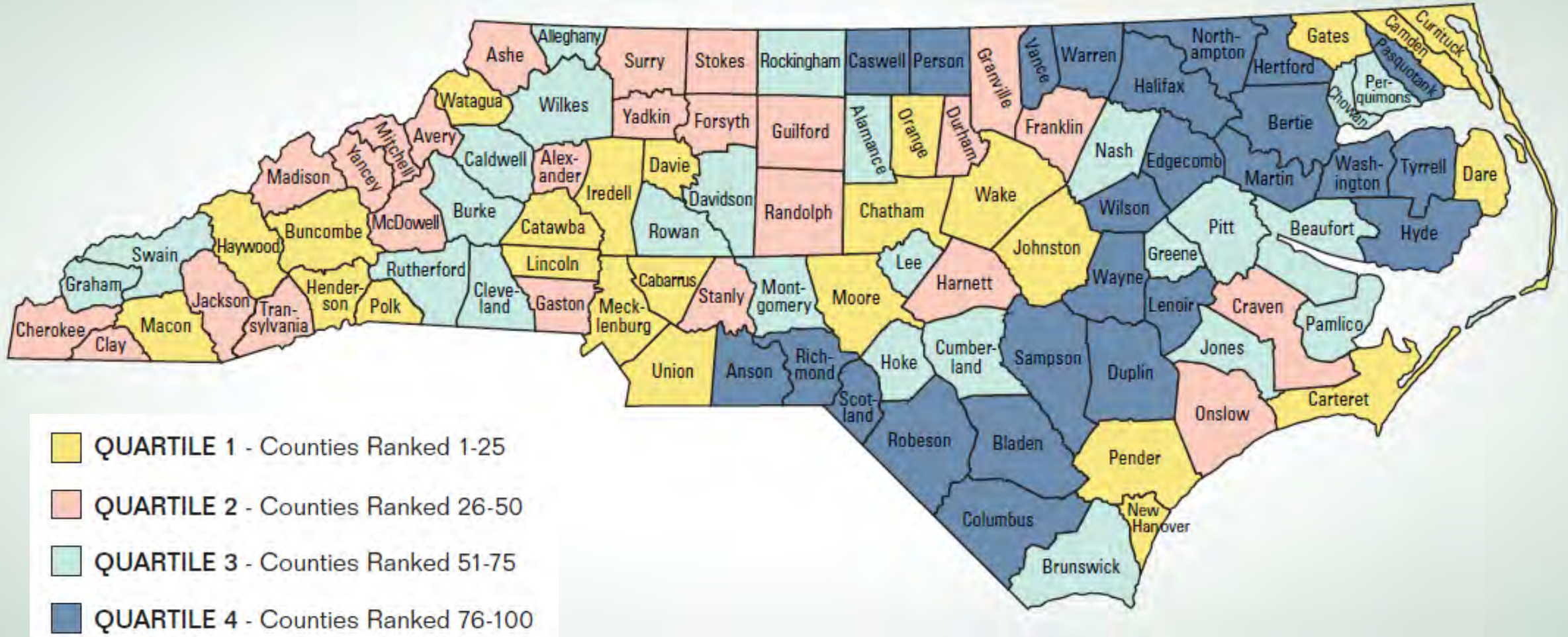
*Pre Covid-19 pandemic

Overall Rankings: Dare, Orange & Washington

<u>8 Key Indicators</u>	<u>Counties' Results</u>		
	<u>#4 Dare</u>	<u>#1 Orange</u>	<u>#98 Washington</u>
Teen Pregnancy / 1,000	23	7	54
Child Food Insecurity	19%	16%	28%
Juvenile Delinquency / 1,000	47	8	15
Children in DSS / 1,000	2.8	4.4	12.8
3 rd Grade Reading	64%	63%	36%
Math 1 Proficiency	66%	74%	28%
%Children in Poverty	14%	11%	39%
Single Parent Households	31%	24%	59%



TWO NORTH CAROLINAS



Conclusions:

- **Dare County ranks very high relative to the other 99 counties in NC.**
- **We are fortunate to have a strong economy, great schools, active community organizations and a fully engaged DSS team supporting our kids.**
- **Several of our regional neighboring counties, however, face very challenging circumstances.**
- **This presentation is a first step – to bring awareness towards better regional collaboration and hopefully stronger outcomes for Northeast North Carolina.**



*Resolution Recognizing the 100th Anniversary of the
Ratification of the 19th Amendment*

Description

The 19th Amendment to the U.S. Constitution, which granted women the right to vote, was passed by Congress June 4, 1919 with ratification by the states on August 18, 1920.

Board Action Requested

Adopt resolution

Item Presenter

Robert Outten, County Manager



**Resolution
Celebrating the 100th Anniversary
of the Ratification of the 19th Amendment**

WHEREAS, an organized movement to enfranchise women began on July, 1848, at a convention in Seneca Falls, New York; and

WHEREAS, after more than seven decades of the continued efforts of brave and courageous women, referred to as suffragists and suffragettes, who sacrificed family, their personal lives and financial resources to gain equal rights for women, especially the right to vote, the women's suffrage movement led to the passage of the 19th Amendment to the Constitution of the United States in 1919, with ratification by the states by August 18, 1920; and

WHEREAS, the National Woman's Suffrage Association dissolved in 1920 to create the League of Women Voters of the United States to register voters and educate all voters; and

WHEREAS, women today constituting a majority of voters in our state and the nation are running for office in higher numbers and are more active in the election process than ever before in history; and

WHEREAS, voting rights are core to our democracy and the promotion of equal access to all voting citizens in the County ensures the promise for a better future;

NOW THEREFORE, BE IT RESOLVED, that the Dare County Board of Commissioners recognizes and celebrates the 100th anniversary of women gaining the right to vote and the historic impact and citizen engagement and accomplishment for the civic life of the community, the state and the nation.

Adopted this the 17th day of August, 2020.

Robert Woodard, Sr., Chairman

Attest:

Cheryl C. Anby, Clerk to the Board



Consent Agenda

Description

- | | |
|---|---|
| 1. Approval of Minutes - July 20, 2020 | 11. Interlocal Agreements with Municipalities per the DC Plan for the NC Covid-19 Relief Fund |
| 2. Retirement of Deputy Sheriff K9 Bady | 12. Tax Collector's Report |
| 3. Southern Albemarle Association, Annual Meeting Invitation | 13. Amendment to Architectural Contract for Animal Shelter Construction |
| 4.-8. Disaster Debris Monitoring - Kill Devil Hills
Southern Shores, Kitty Hawk, Manteo and Duck | 14. Dare County Dept. of H&HS, Public Health Div., Covid-19 Funding |
| 9. DC Comprehensive Disaster Recovery Management Services Contract | 15. GEM (Gentle Expert Memorycare) |
| 10. MOU Between DC and KDH 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.



thompson
CONSULTING SERVICES

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.



thompson
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



Disaster Debris Monitoring - Southern Shores

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 Southern Shores, 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 3 day of August 2020, by and between Dare County ("County"), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and Town of Southern Shores ("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 Southern Shores COUNTY OF DARE

Thomas M. Bennett

Mayor

Chairman

ATTEST



ATTEST:

Thula Jan
Clerk to the Council

Clerk to the Board



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 Southern Shores, North Carolina** (hereinafter referenced as "Client" or "End User"), a political subdivision of the State of North Carolina, with offices at 5375 N. Virginia Dare Trail, Southern Shores, NC 27949;

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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CONSULTING SERVICES

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: Town of Southern Shores

Attention: _____

Address: _____

Consultant: Thompson Consulting Services

Attention: Jon Hoyle

Address: 1135 Townpark Avenue

Suite 2101

Lake Mary, FL 32746

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.



thompson
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: 08/03/2020

Thomas G. Bennett

Town of Southern Shores, North Carolina

Name: THOMAS G. BENNETT

Title: MAYOR

Date: 08/03/2020



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.

Bonnie Swan

Finance Officer

Date: 8/5/20

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



Disaster Debris Monitoring - Kitty Hawk

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 Kitty Hawk, 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 August 2020, by and between Dare County ("County"), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and Town of Kitty Hawk ("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 Kitty Hawk

COUNTY OF DARE

James J. Perry
Mayor of the Town of August 3, 2020


Chairman

ATTEST:

Lynda Morris
Clerk to the Council

Clerk to the Board

PROVISION FOR THE PAYMENT OF THIS WARRANT
(OR ORDER) HAS BEEN MADE BY AN APPROPRIATION
DULY MADE OR A BOND OR NOTE DULY AUTHORIZED,
AS REQUIRED BY THE "LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT"
Maureen Robles
FINANCE OFFICER



Disaster Debris Monitoring - Manteo

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 Manteo, 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 5th day of August 2020, by and between Dare County (“County”), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and the Town of Manteo (“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 Manteo

COUNTY OF DARE


Mayor

Chairman

ATTEST:

ATTEST:


Clerk to the Council

Clerk to the Board



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 Manteo, North Carolina** (hereinafter referenced as "Client" or "End User"), a political subdivision of the State of North Carolina, with offices at 407 Budleigh Street, Manteo, NC 27954;

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.



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: Town of Manteo
Attention: _____
Address: _____

Consultant: Thompson Consulting Services
Attention: Jon Hoyle
Address: 1135 Townpark Avenue
Suite 2101
Lake Mary, FL 32746

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.



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 Manteo, North Carolina

Name: _____

Title: _____

Date: _____

Dare County, North Carolina

Name: _____

Title: _____

Date: _____

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



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CONSULTING SERVICES

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

EXHIBIT A



Disaster Debris Monitoring - Duck

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 Duck, 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 5th day of August, 2020, by and between Dare County ("County"), a political subdivision organized and existing pursuant to the laws of the State of North Carolina, and the Town of Duck ("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.

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 DUCK

COUNTY OF DARE

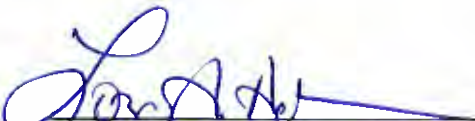


Mayor, Don Kingston

Chairman

ATTEST:

ATTEST:



Clerk to the Council

Clerk to the Board





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**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 Duck, North Carolina** (hereinafter referenced as "Client" or "End User"), a political subdivision of the State of North Carolina, with offices at 1200 Duck Road, Duck, NC 27949;

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:

I. 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: Town of Duck
Attention: Joseph Heard
Address: PO Box 8369
Duck NC 27949

Consultant: Thompson Consulting Services
Attention: Jon Hoyle
Address: 1135 Townpark Avenue
Suite 2101
Lake Mary, FL 32746

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: August 5, 2020

John H. Heard
Town of Duck, North Carolina

Name: Joseph H. Heard

Title: Interim Town Manager

Date: August 5, 2020



Dare County, North Carolina

Name: _____

Title: _____

Date: _____

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



Dare County Comprehensive Disaster Recovery Management Services Contract

Description

An RFP was published on July 12th, 2020 seeking qualified consultants to work alongside Dare County staff to aid in disaster recovery in the event additional resources are needed. Three responses were received from the following firms: Thompson Consulting, Hagerty Consulting, and Integrated Solutions. After careful review, Thompson Consulting was deemed the lowest most responsive, responsible bidder.

Board Action Requested

Approve Thompson Consulting proposal and authorize the County Manager to execute final agreement.

Item Presenter

Bobby Outten, County Manager

July 12, 2020

RE: Request for Proposals – Comprehensive Disaster Recovery Management Services

Dear Sir or Madame:

This Request for Proposals (RFP) will provide your firm with sufficient information to enable you to prepare and submit a proposal to partner with County staff to provide comprehensive disaster recovery services in the wake of a natural or manmade disaster.

The RFP includes a preliminary scope of work and general terms and conditions of any subsequent contract. The scope of services, as defined herein, may be modified after final selection of the contractor. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a proposal shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

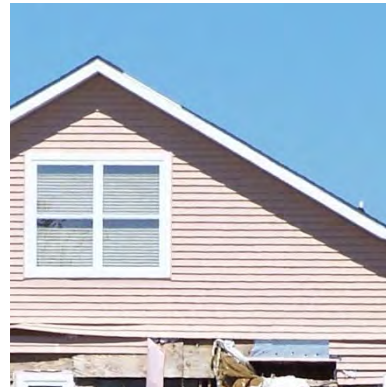
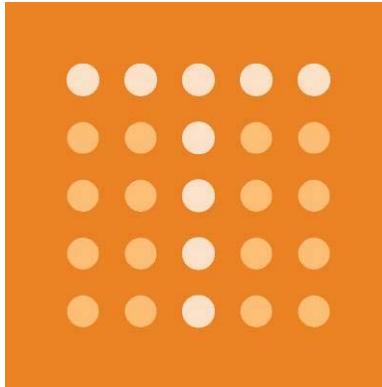
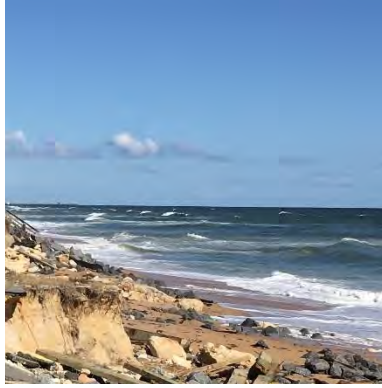
Potential respondents should email dustin.peelee@darenc.com to acknowledge receipt of the RFP and to inform the City of its intent to respond. Provide the name, title, address, telephone and email address of the contact person. Addenda will be posted to the County website at www.darenc.com

In order for your RFP to be considered responsive, it must adhere to the submittal requirements that follow. The successful Contractor will be selected based on the cost, quality, and best value of services provided. Firms must be registered with the North Carolina Secretary of State or hold a Certificate of Authority to do business in the State of North Carolina.

It is the goal of the County to promote local and minority business participation in all construction and service contracts. Therefore, in accordance with the County's MBE/DBE standard, the Contractor shall make a good faith effort to identify and hire minority subcontractors for this project.

Questions concerning the proposed contract terms and conditions should be addressed to dustin.peelee@darenc.com

Electronic Copy



Dare County, North Carolina

Request for Proposal

COMPREHENSIVE DISASTER RECOVERY MANAGEMENT SERVICES

Due Date/Time: July 28, 2020 | 3:00 P.M.

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Dare County, North Carolina

Request for Proposals
Comprehensive Disaster Recovery Management Services

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 - Appendix B: Cost Proposal Form
- Additional Requirements H
 - Proposal Certification

SECTION A

COVER LETTER / LETTER OF INTENT

July 28, 2020

Dare County, North Carolina
Attn: Dustin M. Peele, Purchasing Agent
954 Marshall C. Collins Drive
Manteo, NC 27954

RE: CONTRACT NO. E-20-101-201 DISASTER RECOVERY MANAGEMENT SERVICES

Dear Mr. Peele and Members of the Selection Committee,

Thompson Consulting Services, LLC (Thompson) is pleased to submit the enclosed proposal to provide Dare County, North Carolina (County) with disaster recovery management services. Our consultants have over 50 years of combined experience in supporting more than \$3.5 billion of federal grant funding in response to tornadoes, hurricanes, floods, earthquakes, ice storms, rock slides, oil spills and other natural disasters on behalf of over 250 local government agencies. Thompson has extensive experience with and is prepared to assist the County with administering a variety of post-disaster grant programs such as the following. Our experience is further detailed throughout our proposal response.

- FEMA Public Assistance (PA)
- FEMA Hazard Mitigation Grant Program (HMGP)
- Federal Highway Administration (FHWA) Emergency Relief (ER) program
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP)
- Housing and Urban Development (HUD) Community Development Block Grant (CDBG)

The following will serve as direct points of contact to the County for all inquiries related to this submittal as well as technical and contractual clarifications required throughout the evaluation process.

CORPORATE OFFICE:

Thompson Consulting Services, LLC
1135 Townpark Avenue, Suite 2101
Lake Mary, Florida 32746
O: 407-792-0018 | F: 407-878-7858

TECHNICAL LEAD:

Corey Thomas, Vice President
O: 407-792-0018 | C: 407.415.7602
cthomas@thompsoncs.net

AUTHORIZED AGENTS:


Jon Hoyle, President
O: 407-792-0018 | C: 321.303.2543
jhoyle@thompsoncs.net

Nate Counsell, Executive Vice President
O: 407-792-0018 | C: 407.619.2781
ncounsell@thompsoncs.net

Thompson has the experience, personnel, resources and capacity to be extremely responsive to the County's disaster recovery management needs. This proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal.

Best regards,

THOMPSON CONSULTING SERVICES, LLC


Jon Hoyle, President

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SECTION B

EXECUTIVE SUMMARY

Thompson Consulting Services, LLC (Thompson) is pleased to submit this response to Dare County, North Carolina for comprehensive disaster recovery management services. The executive summary below provides an overview of Thompson’s experience, capabilities and approach to providing comprehensive disaster recovery management services to the County.

Introduction

Thompson Consulting Services, LLC is a full-service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our sister companies Thompson Engineering and Watermark Design. Thompson has provided disaster response and recovery services since **1979** following Hurricane Frederic. Since then, our staff has supported over **250** federal, state and local government entities plan for and respond to a variety of disaster incidents, such as, tornadoes, hurricanes, floods, earthquakes, ice storms, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over **50** years of combined experience and have responded to some of the most devastating incidents to impact the United States in the last two decades. This work has resulted in our clients successfully applying for and retaining more than **\$3.5** billion of federal grant funding. *Our tested and proven approach to providing disaster response and recovery services maintains a primary focus on the efficient and effective distribution of resources while assisting our clients in navigating the funding channels of federal grant programs.*

Experience and Qualifications

Thompson’s disaster response personnel have successfully provided disaster recovery management and grant administration services for a variety of FEMA, HUD and FHWA reimbursable federally declared disasters. A summary of our experience over the last 10+ years listed by disaster event is provided in the table below.

Table B-1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Hurricane Michael (FEMA DR-4399, 4400)	2018	10	TBD	FEMA PA
Hurricane Florence (FEMA DR-4393, 4394)	2018	11	TBD	FEMA PA
Hurricane Maria (FEMA DR-4339)	2017	1	TBD	FEMA PA
Hurricane Irma (FEMA DR-4337, 4338)	2017	47	\$112,000,000	FEMA PA
Hurricane Harvey (FEMA DR-4332)	2017	6	\$20,000,000	FEMA PA
Hurricane Matthew (FEMA DR-4283-86, 4291)	2016	17	\$100,000,000	FEMA PA, FEMA HMGP
Louisiana Severe Flooding (FEMA DR-4277)	2015	2	\$65,000,000	FEMA PA, FEMA HMGP, CDBG-DR
South Carolina Severe Flooding (FEMA DR-4241)	2015	1	\$35,000,000	FEMA PA, FEMA HMGP
Winter Storm Pandora (FEMA DR-4211)	2015	3	\$750,000	FEMA PA
Alabama Severe Storms (FEMA DR-4176)	2014	4	\$2,000,000	FEMA PA
Winter Storm Pax (FEMA DR-4166)	2014	6	\$200,000,000	FEMA PA, FHWA ER, FEMA HMGP

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Hurricane Sandy (FEMA DR-4085-4086)	2012	7	\$250,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Isaac (FEMA DR-4080-4081)	2012	4	\$2,000,000	FEMA PA, FHWA ER
Indiana Tornados (FEMA DR-4058)	2012	1	\$2,500,000	FEMA PA, FHWA ER
Hurricane Irene (FEMA DR-4024)	2011	1	\$4,500,000	FEMA PA, FHWA ER
Alabama Tornados (FEMA DR-1971)	2011	3	\$25,000,000	FEMA PA, FEMA HMGP, FHWA ER, CDBG DR, DOE
Iowa Flooding (FEMA DR-1763)	2010	2	\$1,640,325	FEMA PA, FEMA HMGP FHWA ER
Massachusetts Snow Storm (FEMA \DR-1813)	2009	2	\$896,475	FEMA PA, FHWA ER
Hurricane Ike (FEMA DR-1791)	2008	12	\$445,504,160	FEMA PA, FEMA SRL, FHWA ER, CDBG DR
Hurricane Gustav (FEMA DR-1786)	2008	6	\$19,374,540	FEMA PA, FEMA SRL, FEMA HMGP, FHWA ER
Hurricane Dolly (FEMA DR-1780)	2008	2	\$17,241,000	FEMA PA, FHWA ER
Oklahoma/Missouri Ice Storm (FEMA DR-1735)	2007	2	\$12,375,000	FEMA PA, FHWA ER
Missouri Ice Storm (FEMA DR-1676)	2007	3	\$31,523,000	FEMA PA, FHWA ER
New York Winter Storm (FEMA DR-1665)	2006	7	\$20,700,000	FEMA PA, FHWA ER, NRCS
Hurricane Wilma (FEMA DR-1609)	2005	15	\$214,491,000	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Rita (FEMA DR 1606)	2005	2	\$96,000,000	FEMA PA, FHWA ER
Hurricane Katrina (FEMA DR 1602-1604)	2005	30	\$914,304,040	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Dennis (FEMA DR-1595)	2005	3	\$90,000,000	FEMA PA, FHWA ER
Hurricane Ivan (FEMA DR-1551)	2004	3	\$243,332,500	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Charley (FEMA DR-1539)	2004	3	\$97,085,850	FEMA PA, FHWA ER

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years, and understanding of current federal disaster recovery guidelines and procedures. *Please see Section D for additional information on Thompson's project experience.*

Experience with Dare County

Thompson has served Dare County since 2016, most recently providing debris monitoring services following Hurricane Matthew in 2016 and Hurricane Dorian in 2019. Throughout this time, Thompson has met with the County on a regular basis and communicated with key County staff to maintain an active knowledge of Dare County and its priorities. Historically, the County's federal disaster funding has been largely related to debris removal costs, with over 75% of FEMA PA reimbursement associated with Category A – Debris Removal costs. While we understand the County has not required the services of a consultant to recover this funding, Thompson is uniquely positioned to quickly, efficiently and effectively support the County with its recovery of its largest disaster-related expenditure should such support be necessary.

Due to the time we have spent in Dare County and the inherent knowledge of the County obtained throughout the course of our long-term relationship, Thompson's grant administration, planning and data management teams are fully prepared to apply our expertise in comprehensive disaster recovery consulting services to support the County in any capacity.

Personnel

Thompson's staff of consultants is amongst the most educated, qualified and dynamic in the industry. Our personnel are disaster recovery and response experts, business and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical

engineering. Thompson has over 350 multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs.

Thompson's proposed team has assisted some of the largest government agencies recently impacted by natural disasters to recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement and mitigation projects. While many firms can offer experience and personnel in certain aspects of the County's needs, Thompson provides the County with professional consultants and engineers to deliver expertise in a variety of grant programs and tasks.

Thompson has provided an organizational chart in Section D. The organizational chart graphically presents Thompson's proposed project staffing and key personnel. We have assigned personnel to key functional areas of the requested scope of services by Dare County to ensure the efficient management of the overall contract. *Please see Section D for information on Thompson's proposed project team and staff qualifications and experience.*

Project Understanding and Service Offering

Thompson stands prepared to expand our existing commitment to the County's successful disaster response and recovery efforts in this capacity. We understand the County's requested services may include, but may not be limited to, the following:

- **General Consultation and Guidance**
 - Grant administration, audit and monitoring support
 - Development of program guidelines, policies, procedures and planning
 - Procurement and compliance support
- **FEMA Public Assistance (PA) Advisory Services**
 - Develop and implement system to identify project and submit applications (PWs)
 - Site and damage assessments
 - Project worksheet development
 - Preparation of cost estimates
 - Identification and preparation of hazard mitigation projects
 - Project data dissemination and documentation collection
 - Grants Portal management and submittal
 - Reporting, audit, appeals and closeout support
- **FEMA HMGP and HUD CDBG-DR Support**
 - Programmatic, technical and compliance support
 - Identify and evaluate opportunities for mitigation and economic recovery needs
 - Develop mitigation and HUD Action Plans
 - Award and financial tracking
 - Quarterly reporting
 - Closeout and audit support
- **Long-Term Recovery Planning/Support**
 - Long-term recovery planning
 - Data management and reporting support
 - Cost-recovery planning support
 - Additional financial and grant management support
 - Programmatic research and analysis

While Thompson understands the County's level of need will vary depending on the size and scope of any given disaster or long-term mitigation, housing, infrastructure or other recovery program, Thompson is prepared to support the County in any situation.

A full project understanding and technical approach is included in Section C.

SECTION C

PROJECT UNDERSTANDING, APPROACH & SCHEDULE

Background

Since 1998, Dare County has experienced seven federally declared disaster and emergency events, including Hurricane Matthew in October 2016 and Hurricane Dorian in 2019. Based on FEMA’s published award data for Public Assistance (PA) project funding, the County’s damages have historically been primarily debris removal related, with over 75% of FEMA PA funding having been awarded for Category A – Debris Removal projects. This impact is driven by the County’s coastal location and low-lying terrain, making the County and its infrastructure highly susceptible to both wind and flooding during severe weather events. As a result, we understand the County is interested in not only the recovery of FEMA PA funding, but the opportunity to develop long-term recovery plans and to maximize federal funding from sources such as the HMGP and CDBG-DR grant programs. These programs provide the County with avenues to pursue mitigation projects aimed at strengthening both County-owned infrastructure as well as to elevate or remove the homes of County residents.

Thompson stands prepared to expand our existing commitment to the County’s successful disaster response and recovery efforts in this capacity. We understand the County’s requested services may include, but may not be limited to, the following:

- **General Consultation and Guidance**
 - Grant administration, audit and monitoring support
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 - Cost-recovery planning support
 - Additional financial and grant management support
 - Programmatic research and analysis

While Thompson understands the County’s level of need will vary depending on the size and scope of any given disaster or long-term mitigation, housing, infrastructure or other recovery program, Thompson is

prepared to support the County in any situation. The following task summaries provide an overview of our general approach to services, each is scalable to address the County’s specific needs.

FEMA Public Assistance Consulting

Thompson is prepared to assist the County with the identification of eligible work and pursuit of FEMA PA funding for all categories of work A-G as well as the recovery of administrative and management costs via a Category Z PW. As the County’s debris monitoring provider, we are uniquely positioned to quickly develop projects in an audit-ready format in an extremely cost-effective manner. We have a successful history of providing FEMA PA consulting support to clients for which we also serve as the debris monitor, often at a cost of well below 0.5% of the grant award value.

Our approach to providing FEMA PA consulting services is designed to recovery the maximum amount of eligible PA funding for our clients and to facilitate an expedited review, award, closeout and audit process. Thompson is experienced in providing full-service FEMA PA support for any size disaster and project. Our typical approach is outlined below, though this is scalable and will be tailored to meet the County’s requirements on an as-needed basis.

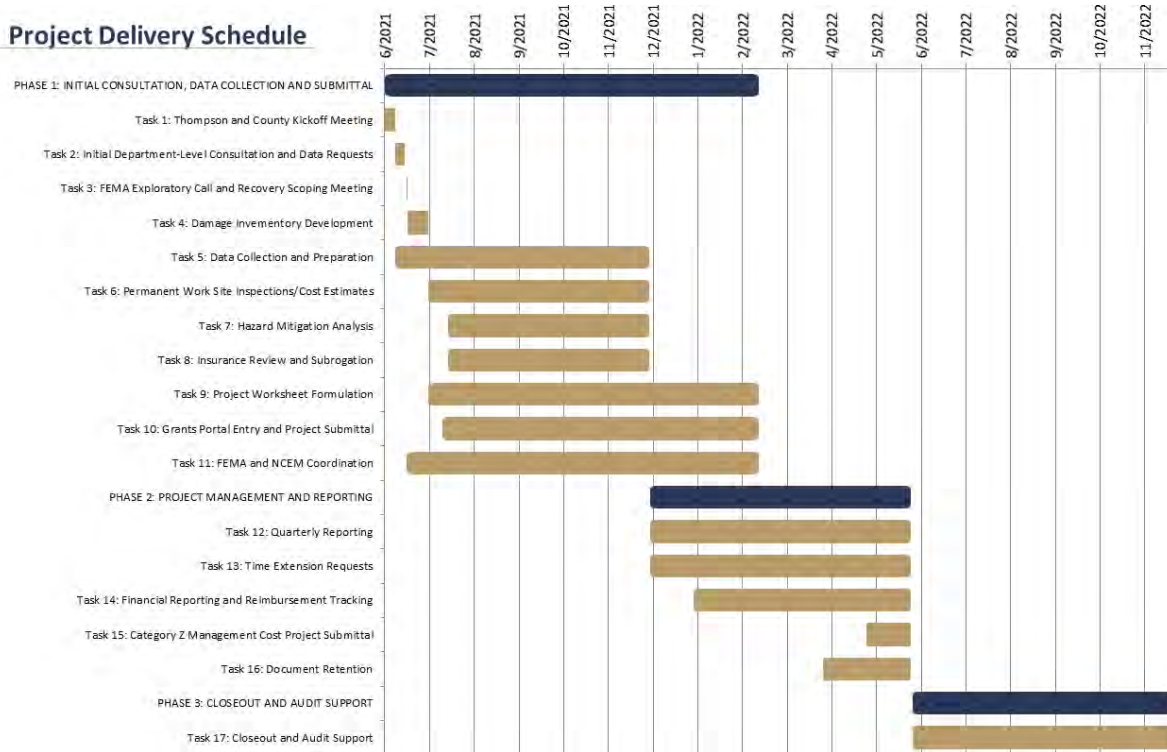
Table C-1: FEMA PA and Financial Grant Management Support – Approach to Services

Tasks	Description
1. Thompson and County Kickoff Meeting	Initial meeting(s) to discuss County’s damages, needs, and POCs. Introduction to Thompson staff.
2. Initial Department-level Consultation and Data Requests	Thompson will review data already compiled and meet directly with departments which have potentially incurred eligible costs. We will provide guidance on FEMA eligibility policy, documentation requirements, and will seek to collect any and all data and documentation currently available. This effort will be ongoing, as needed.
3. FEMA Exploratory Call and Recovery Scoping Meeting	Thompson will assist the County in providing FEMA an initial list of damaged facilities and description of damages incurred. Due to FEMA’s COVID-19 Pandemic Operational Guidance, FEMA will likely attend virtually for the remainder of 2020.
4. Damage Inventory Development	Typically prepared by FEMA immediately following the Recovery Scoping Meeting, Thompson will review all damages included in the Damage Inventory (submitted by the FEMA PDMG in Grants Portal) and will recommend additions and/or revisions based on the information discovered in Tasks 2-3.
5. Data Collection and Preparation	Continuing coordination with County departments and County contractors, Thompson will proactively collect and prepare all documentation required for the County’s projects. This includes payroll documentation, daily logs, contractor invoices, debris load tickets, and all other required documentation, dependent on the nature of the projects for which the County is pursuing PA funding.
6. Site Inspections/Cost Estimates (if applicable)	If applicable, Thompson will provide experienced cost estimators to perform site inspections and develop project repair/replacement estimates in accordance with FEMA standards.
7. Hazard Mitigation Analysis (if applicable)	If applicable, that is, if the County has suffered permanent work damages, Thompson will conduct a hazard mitigation analysis at each facility to determine whether infrastructure improvements may be made with the use

Tasks	Description
	of additional FEMA funding.
8. Insurance Review and Subrogation	Prior to submitting a project, and after if necessary, Thompson will review insurance policies and reconcile insurance proceeds to ensure the County's funding is maximized while avoiding potential audit findings related to duplication of funds.
9. Project Worksheet Formulation	Thompson will prepare draft damage descriptions and scopes of work to accompany each PW. Though FEMA seeks to internalize this role, Thompson believes it is in the County's best interest to provide a complete and accurate 'sample' PW to FEMA. This narrative will accompany the information entered into Grants Portal, as described in Task 9, below.
10. Grants Portal Entry and Project Submittal	Once documentation is received, Thompson will respond to the Essential Elements of Information (EEI) questions in the FEMA Grants Portal. This ultimately provides FEMA's Consolidated Resource Center (CRC) staff with the information required to finalize project worksheets. Additionally, Thompson will upload all required supporting documentation to ensure FEMA can expedite its review.
11. FEMA and NCEM Coordination	During FEMA's review of the information submitted, Thompson will quickly respond to any RFIs from the FEMA staff. This may include general project scoping questions or requests for information from FEMA staff conducting specific portions of the FEMA review queue, such as insurance, environmental/historical preservation, procurement, cost estimating, etc.
12. Quarterly reporting	A requirement of the FEMA PA program and federal awards, Thompson will assist the County with the preparation and submittal of quarterly reports, tracking project progress and expenditures to assist with the drawn down of funds.
13. Time Extension Requests	As deadlines for work completion approach, should it become evident the County requires additional time to complete either emergency or permanent work, we will assist the County in preparation / submittal of time extension requests.
14. Financial Reporting and Reimbursement Tracking	To provide County leadership with transparency into the County's financial recovery as well as the opportunity to plan for pending reimbursements, Thompson will coordinate with the County to develop and prepare financial reports and to draft an anticipated reimbursement schedule.
15. Category Z, Management Cost Project Submittal	Thompson's invoicing and time and expense reporting will facilitate efficient preparation of a Category Z PW. Within 48-hours of Thompson's final invoice, the contracted costs for the Category Z PW will be prepared for submittal.
16. Document Retention	Thompson will assist the County in developing a documentation retention plan. Additionally, Thompson will ensure the County has the capability to obtain and retain all project-related files and is aware of federal documentation retention requirements to prepare for future FEMA, NCEM and/or OIG audits.
17. Closeout and Audit Support	With all projects submitted, Thompson will finalize preparation of closeout and audit packages for each PW. This information will be submitted to NCEM and FEMA, as necessary and be provided to the County in electronic format should it be required for future audit.

Thompson has provided the following project delivery schedule depicting the timeline for the tasks detailed above. The schedule below assumes project initiation within one week of notice to proceed and a hypothetical disaster with a start date of June 1, 2021.

Figure C-1: FEMA PA and Financial Grant Management Support – Schedule



Long-Term Recovery Grant Management Support

HUD CDBG-DR and FEMA HMGP

Thompson’s approach to HUD CDBG-DR and FEMA Hazard Mitigation Grant Program (HMGP) grant management support will be driven by the specific requirements of the project(s) the County is implementing. For example, a FEMA HMGP housing elevation or buy-out program will involve community outreach, homeowner consultation, appraisals, site surveys and other steps specific to the project scope of work. Construction projects related to economic development or hazard mitigation may involve engineering and cost estimating support, construction management and inspection and procurement assistance. Other programs, such as HUD CDBG-DR, may sometimes serve only as supplemental funding to other recovery projects such as those funded under the FEMA PA program, as we have recently administered in Louisiana. As always, Thompson will scale the scope of work as necessary to meet the County’s needs. In general, our approach to providing long-term recovery grant management services for programs such as HUD CDBG-DR and FEMA HMGP can be summarized as follows.

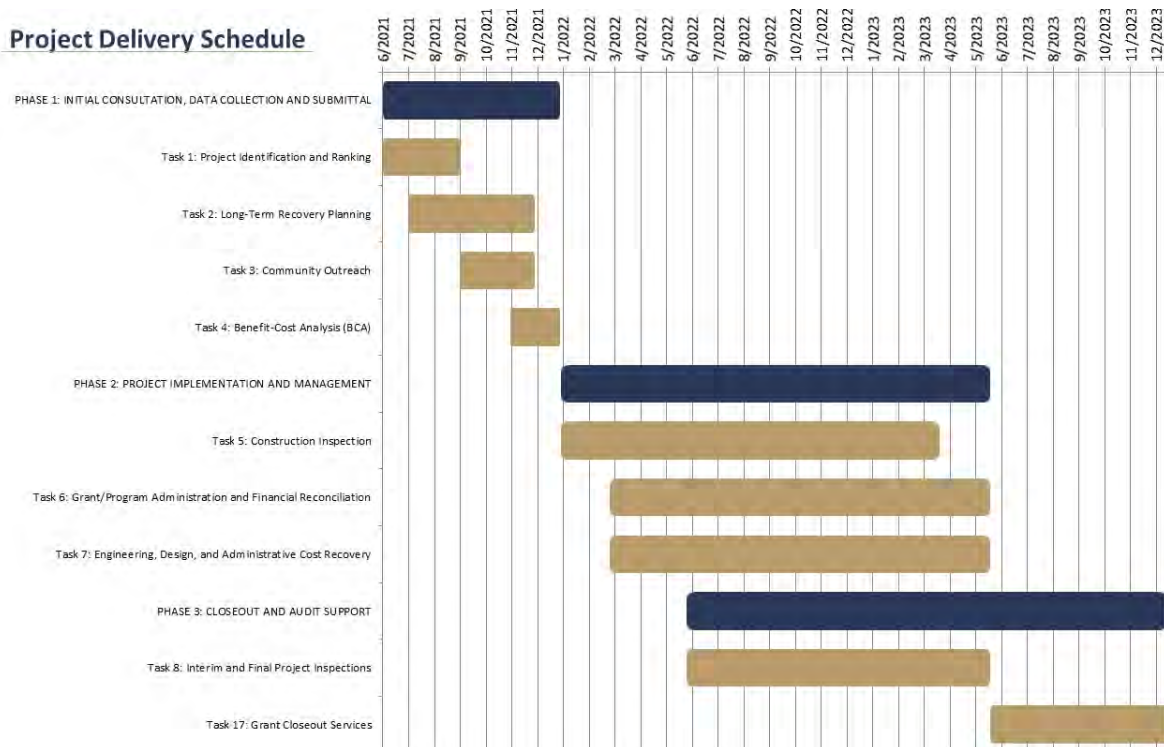
Table C-2: Long-Term Recovery Grant Management Support – Approach to Services

Service	Description
1. Project Identification and Ranking	Collaborate with client representatives to identify and rank projects contributing to the long-term recovery of communities.

Service	Description
2. Long-Term Recovery Planning	Assist officials in developing plans to execute priority projects.
3. Community Outreach	Facilitation and management of community call centers and public outreach meetings, as required by these federal programs.
4. Benefit-Cost Analysis (BCA)	Utilize FEMA’s established BCA software to demonstrate financial effectiveness and benefit of proposed projects.
5. Construction Inspection	Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects.
6. Grant/Program Administration and Financial Reconciliation	Administrative support associated with program reporting requirements, payment requests, and financial management of grant expenditures and reimbursement funding.
7. Engineering, Design, and Administrative Cost Recovery	Monitor and track reimbursable engineering and administrative costs to minimize client’s financial burden.
8. Interim and Final Project Inspections	Perform interim and final inspections of large projects to ensure compliance with project schedules and grant program requirements.
9. Grant Closeout Services	Final reconciliation of expenditures to grant funds and insurance proceeds received. Adjustments for cost over runs and under runs to provide applicant with complete recovery.

Thompson has provided the following project delivery schedule depicting the timeline for the tasks detailed above. The schedule below assumes project initiation within one week of notice to proceed and a hypothetical disaster with a start date of June 1, 2021.

Figure C-2: Long-Term Recovery Grant Management Support Schedule



Pre-Disaster and/or Long-Term Disaster Recovery and Redevelopment Planning

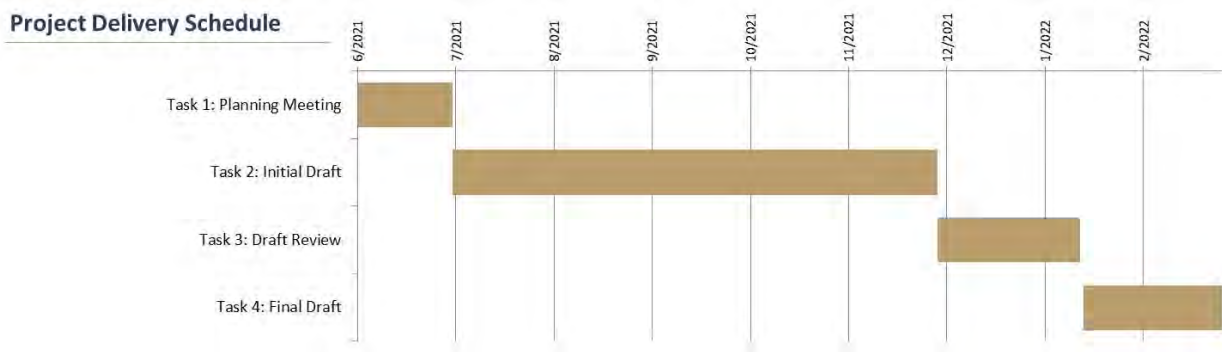
Thompson’s approach to planning, whether pre-disaster planning, financial recovery planning or long-term disaster recovery and redevelopment planning, involves coordination with all stakeholders at the County in order to ensure the plan addresses comprehensive needs. Utilizing our existing knowledge of the County, its needs and priorities as well as any project-specific knowledge related to the grant administration activities previously mentioned in this proposal, Thompson will seek to develop planning documents, processes and procedures to fully prepare the County to meet its recovery and redevelopment goals.

Table C-3: Pre-Disaster and/or Disaster Recovery and Redevelopment Planning

Tasks	Description
1. Planning Meeting	Thompson will hold a Planning Meeting with the County to review the After-Action Report and obtain any additional feedback regarding the County’s needs and requests for the plan.
2. Initial Draft	The initial draft will cover all topics requested by the County (as mentioned in the narrative above). Any outstanding items or areas where Thompson requires additional information will be noted.
3. Draft Review	Approximately 30-days following submittal of the initial draft, based on the County’s availability, Thompson will solicit written feedback from the County and schedule a draft review meeting.
4. Final Draft	Based on the final feedback received by the County, Thompson will finalize the Emergency Preparedness Plan. The full draft will be provided electronically for ease of distribution and access. Print copies may also be made available.

Thompson has provided the following project delivery schedule depicting the timeline for the tasks detailed above. The schedule below assumes project initiation within one week of notice to proceed and a hypothetical disaster with a start date of June 1, 2021.

Figure C-3: Pre-Disaster and/or Disaster Recovery and Redevelopment Planning – Schedule



Information Technology, Data Management and Reporting Support

Having provided data management and reporting support to the County since 2016, Thompson has coordinated with the County to develop and deliver data management solutions catered to the County’s unique needs following the two largest disaster events to recently impact the North Carolina coast. In addition to a qualified and experienced grant management consulting team, Thompson has three

separate departments dedicated to data management, GIS technology and database/software programming and development. Thompson has invested heavily in our ability to provide full in-house support of any data management and reporting needs our clients may encounter. This ranges from real-time data reconciliation and contractor invoicing support to the ability to create and implement customized field site assessments and drone surveys or inspections. Should the County encounter a need to utilize technology to better administer response operations or manage long-term recovery projects, Thompson is fully prepared to develop these solutions.

Thompson has developed a number of data management and reporting solutions which may be of benefit to the County. These can be modified and customized to County specifications in a timely manner. The schedule for completion will be dictated by the County's specific needs and the type of service requested.

SECTION D

TEAM ORGANIZATION, EXPERIENCE & CERTIFICATIONS/QUALIFICATIONS

Corporate Characteristics

Thompson Consulting Services, LLC is a full service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our sister companies Thompson Engineering and Watermark Design. What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with thirteen branch offices throughout five states in the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to 100 percent client satisfaction can be traced back to 1953 when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards are still upheld today and summarized as follows:

- Excellence in workmanship
- Innovative solutions
- Timely, responsive service
- Cost effectiveness

With more than 325 personnel spanning the consulting, engineering and architecture disciplines, commitment to these standards ensures a universal threshold for project quality. Our staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

The corporate organizational chart below graphically depicts the relationship between the Thompson Family of Companies and provides a brief summary of each company's service offerings. Thompson Consulting Services, LLC will serve as the contracting entity for the services requested by Dare County, North Carolina (County).



Prior to the inception of Thompson Consulting Services in 2011, disaster debris monitoring and program management services have been provided by Thompson Engineering since 1979 following Hurricane Frederic. Since then our organization has supported various local, state, and federal entities throughout

the Nation, including the United States Army Corps of Engineers (USACE), respond to and recover from a variety of natural disasters. *Thompson Consulting Services was founded to focus solely on disaster preparedness, response and recovery service offerings.*

Experience and Qualifications

Thompson has provided disaster response and recovery services since **1979** following Hurricane Frederic. Since then, our staff has supported over **250** federal, state and local government entities plan for and respond to a variety of disaster incidents, such as, tornadoes, hurricanes, floods, earthquakes, ice storms, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over **50** years of combined experience and have responded to some of the most devastating incidents to impact the United States in the last two decades. This work has resulted in the our clients successfully applying for and retaining more than **\$3.5** billion of federal grant funding for debris removal.

Our approach to providing disaster cost recovery and related grant and project management services maintains a primary focus on the efficient and effective utilization of resources while assisting the County in navigating the funding and compliance channels of federal disaster grant programs.

Thompson’s disaster response and recovery personnel have successfully provided state and local agencies with grant administration services for a variety of federally declared disasters and emergencies. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and 15 grant programs including:

- Federal Emergency Management Agency
 - Public Assistance (PA)
 - Hazard Mitigation Grant Program (HMGP)
 - Pre-disaster Mitigation (PDM)
 - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
 - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Department of Housing & Urban Development
 - Community Development Block Grant (CDBG)
 - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
 - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

In addition, Thompson has recently been supporting our clients in navigating FEMA PA program reimbursement activities related to COVID-19. Thompson will be able to bring the experiences and best practices from communities throughout the nation to the County’s disaster recovery program. A summary of our experience listed by disaster event is provided in the table below.

Table D-1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Hurricane Michael (FEMA DR-4399, 4400)	2018	10	TBD	FEMA PA
Hurricane Florence (FEMA DR-4393, 4394)	2018	11	TBD	FEMA PA
Hurricane Maria (FEMA DR-4339)	2017	1	TBD	FEMA PA
Hurricane Irma (FEMA DR-4337, 4338)	2017	47	\$112,000,000	FEMA PA
Hurricane Harvey (FEMA DR-4332)	2017	6	\$20,000,000	FEMA PA
Hurricane Matthew (FEMA DR-4283-86, 4291)	2016	17	\$100,000,000	FEMA PA, FEMA HMGP
Louisiana Severe Flooding (FEMA DR-4277)	2015	2	\$65,000,000	FEMA PA, FEMA HMGP, CDBG-DR
South Carolina Severe Flooding (FEMA DR-4241)	2015	1	\$35,000,000	FEMA PA, FEMA HMGP
Winter Storm Pandora (FEMA DR-4211)	2015	3	\$750,000	FEMA PA

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Alabama Severe Storms (FEMA DR-4176)	2014	4	\$2,000,000	FEMA PA
Winter Storm Pax (FEMA DR-4166)	2014	6	\$200,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Sandy (FEMA DR-4085-4086)	2012	7	\$250,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Isaac (FEMA DR-4080-4081)	2012	4	\$2,000,000	FEMA PA, FHWA ER
Indiana Tornados (FEMA DR-4058)	2012	1	\$2,500,000	FEMA PA, FHWA ER
Hurricane Irene (FEMA DR-4024)	2011	1	\$4,500,000	FEMA PA, FHWA ER
Alabama Tornados (FEMA DR-1971)	2011	3	\$25,000,000	FEMA PA, FEMA HMGP, FHWA ER, CDBG DR, DOE
Iowa Flooding (FEMA DR-1763)	2010	2	\$1,640,325	FEMA PA, FEMA HMGP FHWA ER
Massachusetts Snow Storm (FEMA \DR-1813)	2009	2	\$896,475	FEMA PA, FHWA ER
Hurricane Ike (FEMA DR-1791)	2008	12	\$445,504,160	FEMA PA, FEMA SRL, FHWA ER, CDBG DR
Hurricane Gustav (FEMA DR-1786)	2008	6	\$19,374,540	FEMA PA, FEMA SRL, FEMA HMGP, FHWA ER
Hurricane Dolly (FEMA DR-1780)	2008	2	\$17,241,000	FEMA PA, FHWA ER
Oklahoma/Missouri Ice Storm (FEMA DR-1735)	2007	2	\$12,375,000	FEMA PA, FHWA ER
Missouri Ice Storm (FEMA DR-1676)	2007	3	\$31,523,000	FEMA PA, FHWA ER
New York Winter Storm (FEMA DR-1665)	2006	7	\$20,700,000	FEMA PA, FHWA ER, NRCS
Hurricane Wilma (FEMA DR-1609)	2005	15	\$214,491,000	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Rita (FEMA DR 1606)	2005	2	\$96,000,000	FEMA PA, FHWA ER
Hurricane Katrina (FEMA DR 1602-1604)	2005	30	\$914,304,040	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Dennis (FEMA DR-1595)	2005	3	\$90,000,000	FEMA PA, FHWA ER
Hurricane Ivan (FEMA DR-1551)	2004	3	\$243,332,500	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Charley (FEMA DR-1539)	2004	3	\$97,085,850	FEMA PA, FHWA ER

Thompson’s clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years, and understanding of current federal disaster recovery guidelines and procedures.

Past Performance

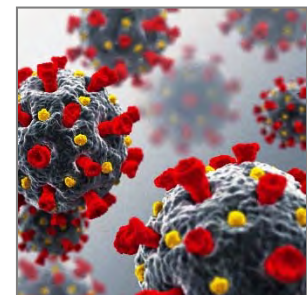
Thompson has an exceptional record of performance on our previous and existing contracts. The following project examples highlight our experience and capabilities performing similar services to the scope of work requested by the County and include several recent examples that demonstrate our experience and ability to guide local and state governments through the funding channels of federal grant programs.

City of Fort Lauderdale, Florida

July 2012 – Present

FEMA Public Assistance Support

COVID-19: Thompson is currently supporting the City of Fort Lauderdale with its recovery of grant funds to support the City’s COVID-19 pandemic response efforts. This includes Category B costs related to the City’s labor, equipment and material use for pandemic response costs as well as the establishment of temporary non-congregate shelters. Thompson has maintained an active knowledge of the disaster-specific guidance issued by FEMA for the COVID-19 declarations and continues to support the City as FEMA mobilizes to begin administering its PA program. Additionally, Thompson is coordinating with the City to identify its expenditures and potential grant funding opportunities, such as those available through the US Department of Health and Human Services (HHS) and the Center for Disease Control (CDC).



Hurricane Irma: Following Hurricane Irma, Thompson assisted the City of Fort Lauderdale with its FEMA Public Assistance claims for both emergency work (Categories A and B) and permanent work (Categories C-G)

Hurricane Katrina and Wilma: During the 2005 hurricane season, the City of Fort Lauderdale was impacted by both Hurricane Katrina and Hurricane Wilma. Hurricane Wilma wreaked havoc on the City, particularly City-maintained beaches and parks. In July, 2012, following numerous FEMA and US Office of Inspector General (OIG) audits of the City’s FEMA PA project worksheets (PWs), it became evident that the City had been de-obligated approximately \$10 million in eligible costs associated with Hurricane Wilma. Thompson, the City’s current debris monitoring contractor, was contacted to provide FEMA Public Assistance (PA) appeal assistance to recover the funding. Thompson’s grant management consulting team collected relevant project documentation, identified the sources of cost discrepancies, and assisted in preparing the City’s formal appeal for submittal to the Florida Division of Emergency Management (FDEM) and FEMA.

City of Denham Springs, Louisiana

September 2016 – Present

FEMA Public Assistance and HUD CDBG-DR Grant Management

Severe Flood: Thompson is currently providing FEMA grant management and Public Assistance consulting services to the City of Denham Springs following the flooding that impacted over 90% of the City causing approximately \$7,000,000 in damages eligible for FEMA PA reimbursement. Thompson also serves as the City’s debris monitor, for which this was the second activation with the City. Damage in Denham Springs consisted of residential property flooding which generated approximately 250,000 CY of debris as well as multiple permanent work and hazard mitigation projects. Thompson prepared projects and supporting documentation for damages to City-owned buildings, equipment, roads, storm water and wastewater utilities, and for the reimbursement of force account emergency protective measures. Additionally, Thompson is providing project management and financial cost reconciliation support for long-term permanent work projects partially funded by the HUD CDBG-DR program.



Hurricane Irma Florida Recovery (DR-4337)

September 2017 – May 2020

Debris Removal Monitoring & FEMA Grant Management Support

Project Summary: Thompson provided the following local governments’ disaster debris removal monitoring services and FEMA grant management support in preparing project worksheets and supporting documentation to substantiate reimbursement of costs to perform eligible storm-related response and recovery work following Hurricane Irma.

- City of Daytona Beach, FL
- City of Deland, FL
- City of Fort Lauderdale, FL
- City of Lakeland, FL
- City of Ormond Beach, FL
- Volusia County, FL
- Solid Waste Authority of Palm Beach County, FL



In total, Thompson completed over 175 project worksheets totaling more than \$112 million in FEMA Public Assistance reimbursement.

South Carolina Department of Transportation (SCDOT)

February 2014 – July 2016

Public Assistance / HMGP Consulting and Debris Removal Monitoring

Severe Flooding 2015: In October, 2015 South Carolina experienced severe storms and heavy rainfall which left thirty-five (35) counties in need of disaster assistance. SCDOT, which maintains the vast majority of roadways in the State, sustained permanent damage to over 600 roads and bridges. SCDOT again immediately activated

Thompson to guide and assist with response and recovery efforts. Thompson worked with SCDOT engineering staff across the State to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over \$35,000,000 and including hazard mitigation measures to limit future potential damages. SCDOT also tasked Thompson to provide Hazard Mitigation Grant Program (HMGP) support, as Thompson’s consultants and SCDOT met with cities and counties throughout the State to develop mitigation projects and strategies.

Additionally, Thompson worked with the SCDOT to quickly establish debris removal operations along State maintained roadways. Thompson performed monitoring services in eleven (11) counties throughout the State and documented over 111,500 cubic yards of C&D debris, as well as 39.89 tons of unregulated E-Waste, 1,480 units of regulated E-Waste, 48.4 tons of HHW and 486 units of white goods.

Winter Storm Pax 2014: In February, 2014 Winter Storm Pax, a powerful ice storm, coated a 21 county area in South Carolina with up to 1.5” of ice and generated widespread vegetative debris. The SCDOT activated Thompson to provide FEMA Public Assistance consulting services to capture debris removal and emergency work costs. In total, Thompson’s staff developed and submitted more than 115 large Project Worksheets on behalf of SCDOT, recovering more than \$160,000,000 in funding.

Thompson was also mobilized to provide debris monitoring services for a six county area in the eastern part of the state including, Horry, Georgetown, Williamsburg, Florence, Dillon, and Marion Counties. Thompson monitored, documented, and substantiated reimbursement for the removal of 1,200,000 cubic yards of debris and the removal of hazardous limbs from 175,000 hazardous trees by three debris removal contractors.

Sevier County and City of Gatlinburg, Tennessee

January 2017 – December 2018

Program Management & Debris Removal Monitoring

2016 Wildfires: In November 2016, Sevier County was devastated by wildfires which burned more than 16,000 acres and damaged or destroyed over 2,400 structures leaving many in hazardous condition. The County contracted with Thompson provide debris monitoring services related to debris and tree removal from the public right of way and project management support in implementing a private property debris removal (PPDR) program to include structure demolitions.



Thompson provided federal program and policy guidance in effort to assist the County and City with their requests for private property debris removal and structure demolitions, which were granted by FEMA Region IV. In coordination with FEMA and the Tennessee Emergency Management Agency (TEMA), Thompson helped develop monitoring, project management and contracted debris removal terms, processes and procedures to meet federal, state and local requirements. This involved coordination with state and federal environmental agencies, public outreach to identify eligible properties, coordination with residents to collect mortgage and insurance information and obtaining signed right-of-entry agreements in order to allow the County or City to perform work on private property while indemnifying the local, State and Federal governments as well as their contractors.

City of Tuscaloosa, Alabama

May 2011 – 2013

Disaster Grants Management

Summary: The City of Tuscaloosa is widely regarded as ground zero of the crippling tornados of April 2011 that tore through central and northern Alabama. Although, the effects of the tornado were catastrophic, the City nearly escaped one of the worst tornado disasters in history with the tornado just missing high density student housing and the City’s hospital by just hundreds of feet. Thompson was selected by the City to assist it with FEMA Public Assistance program application, administration and program management. Thompson supported the City with seeking reimbursement for over \$60 million of damages related to FEMA Categories B – G and spearheading the City’s effort to file insurance claims for an additional \$30 million in losses. The project required the submission of more than 100 project worksheets and the review of dozens of insurance claims.

Also, in support of the City’s long term recovery efforts Thompson provided grant application development and program management for projects to be funded by several different federal grant programs including FEMA PA and HMGP programs and HUD CDBG program.

Staff Qualifications

Thompson’s staff of consultants is amongst the most educated, qualified and dynamic in the industry. Our personnel are disaster recovery and response experts, business and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials as well as our capacity to support projects of any size and scope.

Grant/Financial Consultants	10	Environmental Engineers	9
Debris Project Managers	25	Geologists	10
Debris Supervisors	50	Scientists/Environmental	20
On-call Debris Monitors	1000	Credentialed Inspectors	57
Construction Managers	26	Investigative / Roof Consultants	13
Architects	3	Professional Land Surveyors	9
Civil Engineers	30	LEED Accredited Professionals	5
Marine Engineers	4	Construction Engineering Inspectors	50
Structural Engineers	7	Construction Materials Techs	19
Geotechnical Engineers	14	C.P. - Stormwater Quality (CPSWQ)	1
Transportation Engineers	5	C.P. - Erosion & Sediment Control	5
Hydraulic Engineers	3	Safety Professionals	4

Thompson’s proposed team has assisted some of the largest government agencies recently impacted by natural disasters to recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement and mitigation projects. While many firms can offer experience and personnel in certain aspects of the County’s needs, Thompson provides the County with professional consultants and engineers to deliver expertise in a variety of grant programs and tasks.

Disaster Cost Recovery and Reimbursement

Thompson’s consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson’s goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Grants Portal administration and monitoring
- Section 406 and 408 mitigation consultation

- Project worksheet development
- Procurement assistance
- Housing inventory damage assessment
- Expenditure review/approval and reconciliation
- Category Z, Management Cost support
- FEMA appeals assistance

Long-Term Recovery and Grant Management

Successful recovery requires a comprehensive approach aimed at fulfilling long-term County goals that not only assist in an expedited emergency recovery process, but strengthen the County’s infrastructure to reduce or eliminate damage during future events. Thompson’s consulting team is composed of multi-faceted professionals possessing experience with a variety of long-term recovery grant programs. Each team member’s detailed understanding of various grant programs makes Thompson uniquely qualified to maximize the County’s federal funding opportunities and execute long-term recovery and mitigation strategies. In addition to PA and general grant management support, Thompson commits to seeking out additional grant funding and providing the County expertise in the following programs among others.

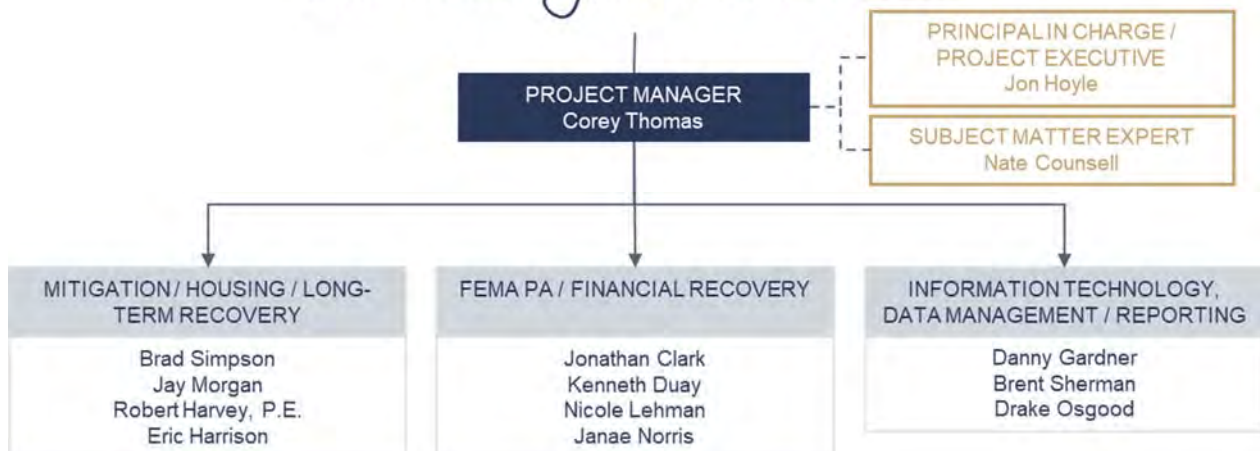
- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Pre-Disaster Mitigation (PDM)
- FEMA Flood Mitigation Assistance (FMA)
- FHWA Emergency Relief Program (ER)
- HUD Community Development Block Grants (CDBG)
- NRCS Watershed Protection Program
- USDA Disaster Recovery Program
- FSA Disaster Recovery Program

Utilizing one or a combination of multiple of the grant programs listed above, among numerous other grant sources that may become available to the County and its residents, Thompson commits to proactively identifying opportunities to maximize federal funding. Many of these grant programs are available to the County outside of a presidential disaster declaration. Regardless of the County’s active involvement in disaster response and recovery, should the opportunity to fulfill County goals through obtaining federal funds arise, Thompson stands ready to provide grant-related support.

Proposed Organization and Management

Thompson is committed to staffing the County’s disaster recovery management consulting services project in accordance with the management staffing and key personnel proposed herein. Thompson’s staffing and management approach is designed to be scalable in nature in order to effectively respond the County’s needs.

Dare County, North Carolina



Key Personnel

JON HOYLE will serve as the Project Executive for the County and provide support as needed to ensure project operations are in accordance with the County’s expectations. Mr. Hoyle has over sixteen years of experience including thirteen years providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 150 projects under contracts that total over \$2.5 billion in grant administration and recovery efforts that required the mobilization of over 10,000 field and professional personnel over the past 14 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

COREY THOMAS will serve as the Project Manager and work directly with the County as needed to oversee the financial recovery of all eligible costs associated with FEMA PA, HUD CDBG-DR, HHS and CDC funded activities. Mr. Thomas has assisted more than 75 communities following presidentially declared disasters and emergencies to recover more than \$1 billion in federal grant funding. He has served state and local governments including Sevier County and the City of Gatlinburg, Tennessee, the South Carolina Department of Transportation (SCDOT), Palm Beach County, Florida, Tuscaloosa, Alabama and dozens of other jurisdictions. Most recently, Mr. Thomas has assisted the City of Fort Lauderdale, FL with its COVID-19 pandemic response efforts.

JONATHAN CLARK will serve as Senior Closeout Specialist. Mr. Clark began his career in disaster recovery as a FEMA employee in his home state of Louisiana following Hurricane Katrina. Since that time, Mr. Clark has served as a grant management consultant for both Grantees and Applicants/Sub-Grantees, giving him experience in all roles involved in the FEMA Public Assistance grant program. Having served clients at the local, state and federal level, Mr. Clark has managed the financial recovery of communities receiving more than \$800 million in federal funding. Most recently, Mr. Clark has assisted the City of Denham Springs, LA, City of Fort Lauderdale, FL, and Volusia County, FL with the recovery of FEMA PA and HUD CDBG-DR funding, including grant closeout and audit support. He has also provided support to the City of Fort Lauderdale’s COVID-19 pandemic response efforts.

BRAD SIMPSON will serve as Project Accountant. Mr. Simpson has performed as a project manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$350 million. With over 20 years of experience and 11 years of FEMA PA and mitigation consulting experience, Mr. Simpson has extensive knowledge and understanding of federal regulations and documentation requirements. Most recently, Mr. Simpson has assisted the cities of Ormond Beach, Daytona Beach and Lakeland, FL with their recovery from Hurricane Irma.

Qualifications Summary

The following table further summarize the background and experience of our key personnel and outlines our staff’s experience providing disaster recovery consulting services. *Resumes for key personnel have been provided as Exhibit D-1 following this section, additional resumes are available upon request.*

Table D-2: Staff Summary of Resumes

Employee Name / Role	Education and Background	Representative Clients/ Funds Managed
Jon M. Hoyle Project Executive	BA – Economics MBA – Finance/Management 16 Years of professional experience	– Harris County, TX – \$50,000,000 – Chambers County, TX – \$10,000,000 – Norman, OK – \$11,250,000 – Springfield, MO – \$21,728,085

TEAM ORGANIZATION, EXPERIENCE & CERTIFICATIONS / QUALIFICATIONS

Employee Name / Role	Education and Background	Representative Clients/ Funds Managed
		<ul style="list-style-type: none"> - Escambia County, FL – \$192,000,000
<p>Corey Thomas Project Manager</p>	<p>BS – Communications MBA – Finance/Management 11 Years of professional experience</p>	<ul style="list-style-type: none"> - Hurricane Irma, Multiple Clients - \$112,000,000 - Hurricane Matthew, Multiple Clients - \$9,000,000 - SCDOT - \$195,000,000 - Middlesex County Utilities Authority, NJ - \$35,000,000 - Texas DOT - \$40,000,000
<p>Brad Simpson Long-term Grant Management</p>	<p>20+ Years of professional experience</p>	<ul style="list-style-type: none"> - Hurricane Irma, Multiple Clients - \$112,000,000 - Hurricane Matthew, Multiple Clients - \$9,000,000 - SCDOT - \$195,000,000 - Galveston County, TX – \$34,000,000
<p>Jonathan Clark FEMA PA and Cost Recovery</p>	<p>14 Years of professional experience</p>	<ul style="list-style-type: none"> - Hurricane Irma, Multiple Clients - \$112,000,000 - Denham Springs, LA - \$20,000,000 - SCDOT - \$195,000,000 - State of New York - \$200,000,000 - State of Louisiana - \$150,000,000
<p>Kenneth Duay FEMA PA and Cost Recovery</p>	<p>25+ Years of professional Experience</p>	<ul style="list-style-type: none"> - FEMA, St. Croix, USVI - \$20,000,000 - FEMA, Baton Rouge, LA - \$25,000,000 - State of New York - \$100,000,000 - Jefferson Parish, LA Public Schools - \$10,000,000 - FEMA, Hurricanes Katrina, Rita, Gustav - \$450,000,000
<p>Nicole Counsell FEMA PA and Cost Recovery</p>	<p>BA – Psychology & Spanish 12 Years of experience</p>	<ul style="list-style-type: none"> - SCDOT - \$195,000,000 - Hoboken, City of - \$ 5,500,000 - Alabama Tornados – \$25,000,000 - Hurricane Ike – \$445,000,000
<p>Daniel Gardner Information Technology and Data Management</p>	<p>MBA – Finance/Management 11 Years of experience</p>	<ul style="list-style-type: none"> - SCDOT - \$195,000,000 - Hoboken, City of - \$ 5,500,000 - Alabama Tornados – \$25,000,000 - Hurricane Ike – \$445,000,000

EXHIBIT D-1

KEY PERSONNEL RESUMES

Jon M. Hoyle

President

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BA: International Relations
MBA: Management and Finance

EXPERIENCE

14 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

Experience and Qualifications

Mr. Hoyle has fourteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 65 projects under contracts that total over \$1 Billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 –

Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm Mr. Hoyle worked with DTOP to ensure proper procurement measures were in place to solicit and begin disaster debris removal and monitoring services. Ultimately, Thompson began performing debris monitoring services in three DTOP zones. Mr. Hoyle oversaw the establishment of project operations and is responsible for contract obligations and cost controls.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted

debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 –

Mr. Hoyle served as principal-in-charge during Thompson's multi-state mobilization in response to Hurricane Matthew. Thompson conducted debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 - 2016 –

Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over \$35,000,000 and including hazard mitigation measures.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 –

Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm that impacted Tennessee. He managed and ensured all contracts and task orders were processed and implemented.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 –

Winter Storm Pax impacted the State of South Carolina generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic



yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011 – In the wake of Hurricane Irene the VDOT called upon its pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011 – Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The camp grounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals \$1.5-million.

Calhoun County, Alabama, Tornado Recovery Operations, 2011 – During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson Consulting Services (Thompson) was selected by Calhoun County (County) to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the

field management team's efforts to aid the County in a swift recovery.

Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011 – Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

Escambia County, Florida, BP Deep-water Horizon Oil Spill Response, 2010 – As oil threatened the beaches and waterways of Escambia County (Pensacola), FL during the summer of 2010, Mr. Hoyle deployed a team responsible for documenting and accounting for over \$10 million of contracted efforts to contain the oil and mitigate the environmental impact the oil spill made on beaches, waterways, and tourism.

Norman, Oklahoma, Ice Storm Deployment, 2008 – Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over \$3 million worth of eligible FEMA and FHWA funding.

Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

Previous Employment Experience

Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011 – Mr. Hoyle served as the Director of the Financial Recovery Services Division.

Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009 – Mr. Hoyle was a company co-founder, owner and managing principal of the Response and Recovery Services division.



Corey Thomas

Vice President | Project Manager / Subject Matter Expert

FIRM

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1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BS: Communication, Advertising, and Public Relations
MBA: Finance and Management

EXPERIENCE

11 years

PROGRAM EXPERIENCE

- FEMA Public Assistance (Categories A-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FHWA ER Program
- HUD CDBG Disaster Recovery

Experience and Qualifications

Mr. Thomas has 11 years of project management and consulting experience assisting local and state governments in determining and claiming eligible costs under FEMA's Public Assistance program. He has assisted clients with developing project worksheets for all categories of work (A-G) and performed tasks associated with project formulation, scoping, cost estimating, 406 mitigation, project inspection, financial compliance, invoice and cost reconciliation, and appeals.

Presenter: National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop

Project Experience

Hurricane Irma, Grant Management Support, Multiple Clients, 2017 – 2020 – Mr. Thomas led Thompson's grant management consulting team, providing direct support to seven Florida communities including the City of Daytona Beach, City of Deland, City of Fort Lauderdale, City of Lakeland, City of Ormond Beach, Volusia County and the Solid Waste Authority of Palm Beach County. In total, Mr. Thomas and the Thompson team developed more than 175 projects totaling more than \$112 million. Mr. Thomas also advised communities on hazard mitigation opportunities to strengthen infrastructure to withstand future disasters.

Sevier County and the City of Gatlinburg, Tennessee, Chimney Tops 2 Wildfire, 2016 - 2018 – Mr. Thomas

assisted Sevier County and the City of Gatlinburg develop and implement a private property debris removal (PPDR) and demolition program following the 2016 wildfires which burned over 17,000 acres and destroyed more than 2,400 properties. He worked closely with the County and City to coordinate with the Tennessee Emergency Management Agency (TEMA) and FEMA to ensure proper documentation was captured throughout project operations.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2020 – Mr. Thomas served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Thomas conducted project kickoff meetings and coordinated ensured projects had the necessary personnel and equipment to implement monitoring operations. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding PPDR Program, 2016 - 2017 – Following initial ROW debris removal efforts Thompson worked closely with the City-Parish to design and implement a comprehensive Private Property Debris Removal Program (PPDR) for extended ROW collection. Mr. Thomas served as PPDR Program Manager responsible for organizing and managing the distribution, collection and validation of Right-of-Entry forms for eligible applicants. Over 1,450 right-of-entry forms were collected, validated and processed for extended debris collection.

Hurricane Matthew State of Florida FEMA PA Consulting 2016 – 2017 - Mr. Thomas provided subject matter expertise while overseeing a team of consultants responsible preparing project worksheets and supporting documentation to substantiate reimbursement of costs to perform eligible storm-related response and recovery work on behalf of seven Florida communities - Cities of Daytona Beach, St. Augustine, Ormond Beach, Deland, Deltona, Orange City and the Solid Waste Authority of Palm Beach County. In total, over 70 project worksheets substantiating more than \$12 million in FEMA Public Assistance were approved. Additionally, Thompson



developed Hazard Mitigation Grant Program projects and applications to improve public infrastructure for each of our clients.

South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 – 2016 – Mr. Thomas provided subject matter expertise to SCDOT leadership while developing and implementing a financial recovery plan to recoup over \$35 million in FEMA Public Assistance (PA) funding. He successfully managed a team of consultants responsible for developing over 200 project worksheets for emergency and permanent work which included repair, replacement and/or mitigation of over 500 damaged roads throughout the state.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax FEMA PA Consulting, 2014 - 2015 – Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the SCDOT to provide FEMA PA consulting services related to the debris removal missions being performed throughout the State. Mr. Thomas assisted the SCDOT with the application of over \$250 million in FEMA Category A reimbursement using alternative procedures in accordance with the Sandy Recovery Improvement Act of 2013. The effort included the consolidation of debris removal and monitoring data from five debris removal contractors and three monitoring firms for work completed in an 18 county area in order to obtain an increased federal cost share on behalf of SCDOT for performing an accelerated debris removal mission.

Middlesex County Utilities Authority, NJ, FEMA Public Assistance Consulting, Hurricane Sandy, 2012-2013 – Mr. Thomas provided FEMA PA consulting services to MCUA to assist the Authority with development of PWs to capture costs associated with debris removal, emergency protective measures, and permanent work. The MCUA suffered damages to sewage pumping stations estimated at over \$200 million. Mr. Thomas continues to provide PA and HMA support to help the Authority properly navigate FEMA policy requirements and federal regulations.

City of Tuscaloosa, Alabama, FEMA Hazard Mitigation Grant Program Consulting, Severe Storms and Tornadoes, 2011 - 2012 – The City of Tuscaloosa was struck by one of the most deadly tornado outbreaks in recent history in April, 2011. Mr. Thomas served as a grant management consultant, preparing applications for ten community safe rooms to be funded by the HMGP. The safe rooms will provide shelter to over

2,000 residents and City employees during future emergencies.

City of Houston, Texas, Financial Recovery and Grant Management, Hurricane Ike, 2011 – The City of Houston suffered over \$1 billion of damages as a result of Hurricane Ike. Mr. Thomas assisted the City in the preparation of large project PW documentation and closeout of large projects valued at over \$150 million. As a result, the City received millions of dollars in additional funding not originally included in the FEMA PWs. Additionally; the City was prepared for an expedited grant closeout and audit process.

Hidalgo and Cameron County, Texas, FEMA Public Assistance Consulting, Hurricane Alex, 2010 – South Texas and the Rio Grande Valley area experienced prolonged flooding following Hurricane Alex. Mr. Thomas assisted with identifying eligible FEMA PA projects and prepared all PWs on behalf of the County. The County received 100% approval of submitted PWs and began receiving funds within 30 days of project completion.

Professional Training Courses

- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-393a: Introduction to Hazard Mitigation
- FEMA IS-630: Introduction to Public Assistance
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System, An Introduction



Daniel M. Gardner

Vice President | Data Operations

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BSBA: Management Information Systems
MBA: Finance and Management

EXPERIENCE

11 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- CDBG Disaster Recovery
- CDBG Housing

Experience and Qualifications

Mr. Gardner has served as a data manager and grant management consultant for multiple federally funded grant programs on projects totaling over \$1 billion. As the data operation lead, he is responsible for ticket review, contractor invoice reconciliation, project closeout and audit support for all disaster recovery operations. His extensive understanding of project development, eligibility requirements and federal regulations across many federal grant programs allows clients to maximize disaster recovery reimbursement and mitigation funding.

As a grant manager, Mr. Gardner provides oversight throughout grant and project implementation and is intimately familiar with such activities as application development, public outreach, environmental review, vendor procurement, project and process monitoring, fair housing and Davis Bacon compliance, project closeout and program audits.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 –

Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm DTOP selected

Thompson to perform debris monitoring services in three DTOP zones. Mr. Gardner served as Data Manager and is responsible for overseeing all daily ticket review, detailed road review and daily reporting. In addition, Mr. Gardner performs all contract review and invoice reconciliation.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 –

Mr. Gardner served as the lead Data Manager overseeing Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for all QA/QC activities as well as contractor invoice reconciliation. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Data Management Operations, 2016 - 2017 –

Mr. Gardner oversaw Thompson's data management operations, to include daily reporting, ticket/data review and invoice reconciliation for all projects activated as a result of Hurricane Mathew. Following the hurricane Thompson was activated in five (5) states and 23 unique clients simultaneously. Managing a team of data administrators, Mr. Gardner ensured each client received customized daily reporting within 24 hours of debris removal operations beginning. He also worked closely with eight (8) different debris contractors to review and reconcile debris removal invoices and provide payment recommendations to each client. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 –

The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 –

Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.



Additionally, Mr. Gardner worked with the debris hauler to reconcile all project data for invoicing and provided payment recommendations to the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner managed the Thompson data management team responsible for validation and reporting of all project data. He was also responsible for data reconciliation and contractor invoicing. Thompson was scheduled to monitor, document, and substantiate reimbursement for the removal of 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012- 2013 – The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Mr. Gardner assisted with the oversight and coordination of debris removal operations immediately following the hurricane, and served as the Senior Grant Consultant during preparation the City's FEMA Project Worksheets.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Gardner served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2011 – The City of Tuscaloosa was impacted by multiple large and small

tornadoes in April, 2011. The largest tornado flattened a one mile by six mile swath of the City causing an estimated \$85M in damage. Critical infrastructure was damaged and hundreds of residents lost their homes and property during the event. Mr. Gardner aided the City in securing federal funding across several grant programs including CDBG, to assist with the rebuilding of lost public housing while focusing on the goal of energy efficiency and sustainability.

City of Galveston, Texas, CDBG DR Round 1 and 2 Administration, 2009 - 2010 – The City of Galveston was the epicenter of Hurricane Ike's landfall in September 2008 and suffered massive damage as a result. As program manager, Mr. Gardner managed the administration of approximately \$107 million in CDBG Disaster Recovery funding and assisted City staff coordinate all grant activities for infrastructure projects including a business economic recovery loan program and the reconstruction of the City's Main Wastewater Treatment Plant (estimated at \$70 million). He was in charge of program design and oversight, as well as ensuring all day to day activities were carried out according to federal, state and local regulations.

Training and Certifications

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA IS-31: Mitigation eGrants System for the Grant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-559: Local Damage Assessment
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System (NIMS) An Introduction
- FEMA IS-922: Applications of GIS for Emergency Management



Brad Simpson

Project Accountant / FEMA Consultant

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
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EXPERIENCE

20+ years professional
11 years grant management consulting

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Assistance (HMA)
 - FEMA Hazard Mitigation Grant Program (404 and 406)

Experience and Qualifications

Mr. Simpson has served as a project manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$133 million. Mr. Simpson has extensive knowledge and understanding of the regulations, protocols, and processes required to secure maximum recovery of costs associated with disaster response and recovery. Mr. Simpson provides technical assistance, analysis, monitoring, and policy interpretation in support of the federal and state grants management processes, from project scoping, through application development, review, award, implementation, financial tracking and closeout. Mr. Simpson has assisted clients obtain funding from multiple federally funded grant programs including the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

Project Experience

Hurricane Irma, State of Florida FEMA PA Consulting 2017 – 2020 – As a result of Hurricane Irma, numerous Thompson clients across the State of Florida were suffered both emergency and permanent work damages. Mr. Simpson assisted the City of Lakeland, City of Daytona Beach, City of Ormond Beach and others with their FEMA PA claims under FEMA’s new operating model. Mr. Simpson identified eligible projects and associated costs, prepared project worksheets and submitted projects and claims in the FEMA Grants Portal for all clients. In total, he recovered more than \$40 million in PA funding for the 3 clients listed above and provided others with additional debris management and FEMA consulting support.

Hurricane Matthew, State of Florida FEMA PA

Consulting 2016 – 2017 - Mr. Simpson directly assisted multiple Florida communities with their recovery from Hurricane Matthew. Working with multiple documentation methods and timekeeping/accounting systems from the various jurisdictions, Mr. Simpson assisted with the recovery of force account and contract costs totaling more than \$12 million. Communities supported included the City of Daytona Beach, City of Ormond Beach, City of Deland, City of Deltona and City of Saint Augustine. Though primarily Category A and B work with thousands of payroll and contract transactions, Mr. Simpson also assisted these communities with the recovery of permanent work project funding for categories C-G.

South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 - 2016

– Mr. Simpson served as a FEMA PA grant administration consultant for the SCDOT. He has prepared both large and small projects for approximately 100 roads and bridges throughout the State. In this role, Mr. Simpson has conducted site visits with SCDOT engineers, State representatives and FEMA staff and provided policy guidance and consulting support to maximize reimbursement for the SCDOT. Additionally, Mr. Simpson identified mitigation opportunities and prepared Section 406 hazard mitigation requests to further strengthen SCDOT’s infrastructure.

City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2014 – The City of Tuscaloosa was impacted by multiple large and small tornadoes in April, 2011. Mr. Simpson supported the City during their close-out process to substantiate federal funding across several grant programs including FEMA PA and HMGP.

St. John the Baptist Parish, Louisiana, HMGP

Application Development, 2014 – Mr. Simpson worked with the Parish to develop their HMGP application to conduct acquisitions and/or elevations of flood risk properties throughout the County. Mr. Simpson’s duties included drafting letters and documents that convey mitigation policies, processes and procedures in layman’s terms; conducting meetings with public officials on detailed issues including insurance, floodplain management and mapping changes; conducting public meetings and community assistance visits to build consensus among stakeholders and



explain NFIP legislation, regulations, policies, programs and practices; and working with local officials on project scoping, budgeting and application development.

City of Daytona Beach, Florida, Debris Management Site Assessments, 2014 – Mr. Simpson provided technical assistance, analysis, and policy interpretation in identifying potential debris management sites for the City.

Boulder County, Colorado, HMGP Application Development, 2014 – Mr. Simpson assisted the County in development of their HMGP application. His duties included reviewing, analyzing, and providing input on guidance, policies and procedures related to mitigation programs; working with local officials on planning, budgeting, and conducting studies for project development; and providing technical assistance to identify projects compliant with floodplain ordinances and regulations.

Galveston County, Texas, FEMA HMA- HMGP Property Acquisition, 2009-2012 – Mr. Simpson served as a Hazard Mitigation Specialist for the program administration and management of the FEMA HMGP property acquisitions project in Galveston County following Hurricane Ike. The project included the processing the acquisition of 600 properties throughout the County damaged by the storm. Mr. Simpson developed complete, accurate, well-documented, and compliant project procedures; developed a database to monitor the status and performance of the program including financial tracking, funds management, and timely settlement of acquisitions; conducted research and prepared concise replies to a wide variety of implementation queries; resolved project review issues and ensured programmatic compliance for the property home owners electing to participate in the buyout and elevation projects.

Galveston County, Texas, FEMA HMA SRL Grant Development and Project Support, 2012 – Mr. Simpson served as a Hazard Mitigation Specialist for the grant application submittal process; defined, developed and documented procedures for implementing the elevation process; helped to organize and facilitate training for support development; led the research of pertinent local laws, codes and ordinances; established a database for application processing, budget analysis, grant obligation, quarterly report reviews, and grant close-out activities; developed performance assessments for the evaluation of engineering reviews

of 200+ eligible structures for RL and SRL properties situated in Galveston County.

Training and Certifications

- FEMA Benefits Costs Analysis Certificate
- FEMA IS-30: Mitigation eGrants System for the Subgrant Applicant
- FEMA IS-31: Mitigation eGrants System for the Grant Applicant
- FEMA IS-208a: State Disaster Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS -320 Wildfire Mitigation Basics
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-393a: Introduction to Hazard Mitigation
- FEMA IS-403 Individual Assistance
- FEMA IS-630: Introduction to Public Assistance
- FEMA IS-631: Public Assistance Operations
- FEMA IS-814 ESF 14 Long Term Recovery



Jonathan Clark

Senior Closeout Specialist / FEMA Consultant

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EXPERIENCE

15 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- HUD CDBG Disaster Recovery
- ROE / PPDR Debris Removal Programs

Experience and Qualifications

Jonathan Clark is a multifaceted emergency management leader with a broad and diverse set of experience. He has served in critical logistics roles and applied this experience to emergency management planning. He has a wealth of training and experience in acquisition and accountability making Jonathan a strong resource for procurement review. Mr. Clark has demonstrated capabilities in applying technology concepts to the emergency management environment.

Project Experience

City of Fort Lauderdale, Florida, Hurricane Irma and COVID-19, 2017 - 2020 – During Hurricane Irma, the City incurred damages to its beaches, parks, buildings and utility infrastructure. Mr. Clark processed category A and B claims totaling more than \$25 million as well as multiple permanent work projects, including categories E, F and G, to restore damaged buildings, utilities and parks. Mr. Clark is also assisting the city with its' COVID-19 pandemic response efforts which includes approval of a temporary non-congregate shelter to house vulnerable residents of the community.

Volusia County, Florida, Hurricane Irma, 2017 – 2020 – Following Hurricane Irma, Mr. Clark assisted Volusia County, FL with the preparation of PWs for both emergency and permanent work. The County suffered widespread damages generating more than 750,000 cubic yards of debris and destroying County infrastructure such as buildings and equipment. In total Mr. Clark prepared project worksheets totaling nearly \$20 million in eligible FEMA PA damages. Additionally, Mr. Clark provided consultation regarding

hazard mitigation opportunities to limit the potential damage during future disasters.

City Denham Springs, Louisiana, Severe Flooding FEMA PA, HUD CDBG-DR and Hazard Mitigation Consulting, 2016 - 2020 – Severe storms and flooding left over 1,000 homes severely damaged and public infrastructure devastated, including a destroyed City Hall and over one dozen lift stations in Denham Springs, LA. Mr. Clark is supporting the City in developing FEMA PA and Hazard Mitigation documentation to substantiate over \$12 million in disaster recovery costs. Mr. Clark is also managing the City's HUD CDBG-DR claims, which will provide funding for the non-federal share of the FEMA PA project costs.

South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 - 2016 – Mr. Clark served as a FEMA PA grant administration consultant for the SCDOT. Mr. Clark prepared both large and small projects for approximately 100 roads and bridges throughout the State. In this role, Mr. Clark has conducted site visits with SCDOT engineers, State representatives and FEMA staff and provided policy guidance and consulting support to maximize reimbursement for the SCDOT. Additionally, Mr. Clark identified mitigation opportunities and prepared Section 406 hazard mitigation requests to further strengthen SCDOT's infrastructure.

New York State Office of Emergency Management, Hurricane Sandy FEMA PA Consulting, 2012 - 2014 – Mr. Clark assisted multiple Long Island applicants in a grantee role as part of the NYSOEM team. His duties included documentation collection and review, project worksheet development, and program management of FEMA PA applicants' large projects.

Emergency Management Consultant, 2011 - 2012 – As an Emergency Management Consultant, Mr. Clark coordinated and assisted federal, state and local emergency management agencies with developing Emergency Response, Multi-Hazard Functional, and/or Mitigation Plans in accordance with Federal and State requirements. His responsibilities include coordinating and assisting federal, state and local emergency management agencies with developing Continuity of Operations, Continuity of Government, Business Continuity Plans, and emergency communication and notification plans and procedures, in accordance with Federal and State guidelines. In addition, Mr. Clark



coordinated and assisted in the design, development, facilitation and evaluation of tabletop, functional and full-scale exercises. Develop, define, establish correlation and maintain metrics. Through this valuable experience, he often interfaces and communicates with clients to execute project plans and prepare project deliverables to meet client expectations.

Planning Section Chief 2010-2011 – Mr. Clark served as acting Branch Planning Chief. In this position, he collected and organized incident status and situation information as defined within ICS. This involved coordinating, evaluating, analyzing, and displaying information for supervisory managers. In addition, Mr. Clark was responsible for developing, defining, establishing, correlating and maintaining performance metrics. Other duties included plan, establish and maintain mission assignments, goals and benchmarks for operational planning.

FEMA, Ground Support Unit Lead (Coordinating and Planning) 2005-2009 – While at FEMA, Mr. Clark planned, coordinated, and managed staff and resources as Deputy Logistic Chief Understudy. He also evaluated and analyzed resources and market trends and research. Other responsibilities at FEMA included:

- Federal Equipment Manager: Includes maintenance, tasking, mobilization and installation.
- Acting Program Analyst: Created and evaluated logistic operational plans and statistical reports.
- Project Manager: Maintained oversight on special projects and departmental budgets.
- Contracting Officer: Technical Representative managing contracts of more than 5 million USD.
- Resource, Supply, Documentation and Procurement Supervisor
- ICS Team Lead for logistics during Federal response of Gustav and Ike operations.

- Executive Certificate Certified Professional Project Manager (CPPM), St. Thomas University, Minneapolis MN
- FEMA E0930, Local ICS Management Course
- Construction Management Certificate, Fordham University (in progress)

Professional Certifications

- Community Development (CDBG, Economic Development) University of North Carolina
- Environmental Management, Oklahoma State University at Tulsa
- Transportation of Hazardous Materials (DOT), Oklahoma State University at Tulsa
- Management of Solid and Hazardous Waste (RCRA), Oklahoma State University at Tulsa
- RS Means Construction Cost Estimating Concepts



Kenneth Duay

FEMA Consultant

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EXPERIENCE

25 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FHWA ER Program
- HUD CDBG Disaster Recovery

Experience and Qualifications

Mr. Duay has 25+ years of project management and consulting experience assisting local and state governments in determining and claiming eligible costs under FEMA's Public Assistance program. He has assisted clients with developing project worksheets for all categories of work (A-G) and performed tasks associated with project formulation, scoping, cost estimating, 406 mitigation, project inspection, financial compliance, invoice and cost reconciliation, and appeals.

Project Experience

US Virgin Islands, FEMA PA Deployment, Hurricane Maria, 2019 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico and the Lesser Antilles. Mr. Duay served as the FEMA appointed Program Delivery Manager (PDMG) for the Special Support Schools Team on the island of St. Croix. He assisted the team throughout the PA grant process, including administration of the FEMA Grants Portal. Additionally, Mr. Duay reviewed and prepared project documentation for both force account and contract costs, conducted site inspections and prepared project scopes and cost estimates.

City/ Parish of Baton Rouge, LA, FEMA PA Consulting, Severe Storms and Flooding, 2016 – 2018 – Mr. Duay served as a project specialist with the FEMA Special Support Group – Schools Team. Following the catastrophic flooding in the State, Mr. Duay created FEMA Cost Estimating Formats (CEFs) and prepared

Category B, E, and G PWs for the repairs of public and private schools in Baton Rouge.

City of Austin, TX, FEMA PA Consulting, Severe Storms, Tornadoes and Flooding, 2016 – Mr. Duay served as a project specialist with FEMA Technical Support Group in Austin, Texas following severe storms and tornadoes that impacted the State. He prepared PWs totaling \$1 million for embankments in municipal and state parks, and worked with several other project teams across the State to prepare Cost Estimating Formats (CEFs) using the RS Means system.

City of New York City, NY, Hazard Mitigation Consulting, Superstorm Sandy, 2014 - 2015 – Mr. Duay served as a Hazard Mitigation Specialist with the State of New York Division of Homeland Security and Emergency management following the aftermath of Superstorm Sandy. Mr. Duval created an estimated 35 hazard mitigation proposals, including estimates, for various public and private schools, NYC Department of Environmental Protection, housing authorities, sewer treatment plants, and other public facilities and parks. He also assisted in the preparation of PWs.

Jefferson Parish Public Schools, LA, Recovery and PA Consulting, Hurricane Isaac, 2012-2013 – Mr. Duay served as a consultant and advocate for Jefferson Parish Public Schools in the aftermath of Hurricane Isaac. He reviewed insurance schedules, invoices and work orders, and project worksheets prepared for FEMA for accuracy and completeness. Mr. Duay coordinated campus and facility damage reviews for FEMA Project Specialists and assisted with the final close-out process.

Sewerage and Water Board of New Orleans (SWBNO), LA, Public Assistance Consulting, Hurricane Katrina, 2008-2012 – The City of New Orleans suffered catastrophic flooding that generated large amounts of debris following Hurricane Katrina. Mr. Duay served as the FEMA Public Assistance Coordinator for the SWBNO. He supervised and directed a team of professionals that created PWs totaling over \$ 396 million.



SECTION E

SUBCONTRACTOR QUALIFICATIONS

Thompson maintains the resources and experience to fulfill the scope of work requested by the County without the need to employ an additional subcontractor. However, should the scope of work expand to include an opportunity to engage additional resources, Thompson will work with the County to identify an appropriate subcontractor. In addition, we often encourage and engage the participation of local, disadvantaged / minority and women-owned business enterprise (D/M/WBE) organizations in the communities where we work. As required, we will take all steps to confirm compliance with all applicable Federal or State laws or ordinances for D/M/WBE participation, including 2 CFR 200.321.

SECTION F

REFERENCES

The following references attest to the versatility of Thompson and the capabilities that we maintain in disaster response and recovery services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client. Detailed project information is included in Section D.

City of Lakeland, Florida

September 2017 – April 2020

FEMA Public Assistance Grant Management

Patrick Bauman
863.834.6200
Patrick.Bauman@lakelandgov.net

228 S Massachusetts Avenue
Lakeland, FL 33801

City of Denham Springs, Louisiana

September 2016 - Present

FEMA Public Assistance and HUD CDBG-DR Grant Management

Michelle Hood, Treasurer
225.667.8312
treasurer@cityofdenhamsprings.com

116 North Range Avenue
Denham Springs, LA 70726

City of Fort Lauderdale, Florida

September 2017 - Present

FEMA Public Assistance Grant Management

Melissa Doyle, Program Manager – Solid Waste and Recycling
954.828.6111
mdoyle@fortlauderdale.gov

700 NW 19th Avenue
Fort Lauderdale, FL 33311

SECTION G

COST PROPOSAL

Thompson has completed and included Appendix B: Cost Proposal Form in the subsequent pages of this section.

APPENDIX B

COST PROPOSAL FORM

The hourly labor rates shall include all applicable overhead and profit. All non-labor related other than direct costs will be billed to Dare County at cost without mark-up.

<u>POSITIONS</u>	<u>HOURLY RATES</u>
Project Executive	\$ <u>130.00</u>
Subject Matter Expert	\$ <u>125.00</u>
Project Manager	\$ <u>120.00</u>
Project Accountant	\$ <u>110.00</u>
Senior Closeout Specialist	\$ <u>110.00</u>
Closeout Specialist	\$ <u>95.00</u>
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description and required years of experience for each position. However, only the positions listed will be used in proposal evaluations. Hourly rates are for evaluation purposes only and in no way bind the county into any agreement on hours worked.

SECTION H

ADDITIONAL REQUIREMENTS

Exceptions

Thompson has reviewed the request for proposal and the terms and conditions included, and does not have any exceptions or modifications to request.

Required Forms

Thompson has completed and included the Proposal Certification form in the subsequent pages of this section.

Comprehensive Disaster Recovery Management Services

PROPOSAL CERTIFICATION

Proposers Signature:  Date: 7/28/2020

By Signing above I Certify that I have carefully read and fully understand the information contained in this RFP; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign Proposal on behalf of my organization. **It is the offeror's responsibility to assure that all addenda have been reviewed prior to proposal submission.**

BY (Printed): Jon Hoyle

TITLE: President

COMPANY: Thompson Consulting Services, LLC

ADDRESS: 1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746

TELEPHONE: 407-792-0018

EMAIL: jhoyle@thompsoncs.net

The proposer supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

1. Please indicate type of business organization:

- (a) Proprietorship _____
- (b) Partnership _____
- (c) Corporation _____
- (d) Limited Liability Co. X _____

2. If business is a Corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

Firm is incorporated in what state?

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? _____

3. If business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

Is this a limited or general partnership? _____

If a limited partnership, what is state of registration? _____

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? _____

4. If business is a Proprietorship, please answer the following:

Name of owner: _____

5. If business is a limited liability company, please answer the following:

List the names and title of managers or member-managers who will execute the contract on behalf of the company? Jon Hoyle, President

What is state of organization? Delaware

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? Yes, SOSId: 1201745

6. For all bidders:

If the business operates under an assumed name, what is the assumed name?

Not applicable

Has a certificate of assumed name been filed in the Dare County Registry?

N/A

If so, please provide the recording information:

Deed Book _____ at Page _____.



thompson
CONSULTING SERVICES



*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:



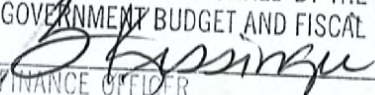
Debora Peele Diaz, Kill Devil Hills Town Manager



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





Interlocal Agreements with Municipalities within Dare County per the Dare County Plan for the NC COVID-19 Relief Fund

Description

In July, the Board approved a revised plan for the County's portion of the NC COVID-19 Relief Fund, which included allocating 25% of the grant amount to towns within the County. Initially, various sources (NCACC, UNC SOG, etc...) recommended a sub-grantee agreement be used. Now those sources recommend the use of an Interlocal Agreement and a template was provided to counties.

Board Action Requested

Authorize the County Manager to execute the C-19 Interlocal Agreements with Duck, Southern Shores, Kitty Hawk, Kill Devil Hills, Nags Head, and Manteo.

Item Presenter

David Clawson, Finance Director



Tax Collector's Report

Description

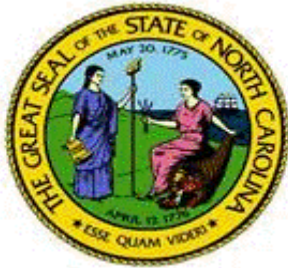
July 2020 NCVTS Refunds over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector



North Carolina Vehicle Tax System

NCVTS Pending Refund report

July 2020

Payee Name	Address 1	Address 3	Bill #	Change	Interest Change	Total Change
CLARK, JOHN PATRICK	2901 S LOST COLONY DR	NAGS HEAD, NC 27959	0052976014	(\$114.48)	\$0.00	(\$114.48)
				(\$77.21)	\$0.00	(\$77.21)
				Refund		\$191.69
HAIGH, AARON QUINN	300 RIDGEVIEW WAY	NAGS HEAD, NC 27959	0037302129	(\$65.76)	\$0.00	(\$65.76)
				(\$44.35)	\$0.00	(\$44.35)
				Refund		\$110.11
FAWCETT, DOROTHY FINK	603 W ARCHDALE ST	KILL DEVIL HILLS, NC 27948	0053822955	(\$213.49)	\$0.00	(\$213.49)
				(\$181.70)	\$0.00	(\$181.70)
				Refund		\$395.19
NIEMAN, LAUREN ELIZABETH	136 W WATERSIDE LN	NAGS HEAD, NC 27959	0046148461	(\$65.67)	\$0.00	(\$65.67)
				(\$44.29)	\$0.00	(\$44.29)
				Refund		\$109.96
Refund Total						\$806.95

Tax Jurisdiction	District Type	Net Change
C99	COUNTY	(\$459.40)
T07	CITY	(\$181.70)
T14	CITY	(\$165.85)
Total		(\$806.95)



Amendment to Architectural Contract for Animal Shelter Construction

Description

The architect for the Animal Shelter project, Waller Todd Sadler, requests a contract amendment to increase the contract amount by \$24,865. The request is justified as the increase is for \$19,640 for additional construction administration and for \$5,225 for subcontract engineer increases from owner requested design changes for cost reductions. The original WTS contract included 9 months of construction administration and the final construction period will be 12 months. The additional fee is at the same monthly amount as the original contract.

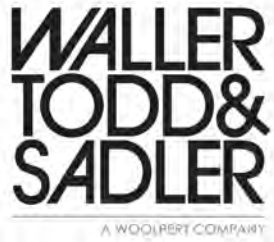
The owner's contingency reduces from \$103,726 to \$78,861. Also, the Whiting Turner construction contract is currently \$103,414 under budget - \$113,083 of increases and \$216,497 of decreases, a substantial portion of which is from the owner requested design changes mentioned above.

Board Action Requested

Authorize County Manager to execute the contract amendment and adopt the amendment to the capital project ordinance.

Item Presenter

David Clawson, Finance Director



David P. Isbell, AIA
Howard J. Collins, AIA

August 5, 2020

Daniel P. Costello, AIA

D: 757.417.0140
dcostello@wtsarch.com

WALLER, TODD & SADLER
A Woolpert Company
1909 Cypress Avenue | Virginia Beach, VA 23451

Mr. Clawson,

Please find a full explanation of charges for the additional construction administration charges, and charges we find beyond the construction administration phase scope, which are late changes to plan (comm room, open office changes), and several door hardware changes.

Extended construction administration	\$ 19,067.58	
3% inflation on hourly rates-	\$ 572.03	
Architect- Late door hardware and plan revisions	\$ 2125.00	12.5 hours x \$170
Principal in charge administration.....	\$ 1520.00	8 hours x \$190
Administrative support.....	\$ 280.00	4 hours x \$70
Additional Agent 1 special inspections.....	\$ 1300.00	
Total.....	\$ 24,864.61	

In addition, see fee proposals from consulting engineers for the additional 3 months construction administration and special inspections.

Thank you for considering our time and effort in this addendum to our contract.

Daniel P. Costello, AIA

Associate
Architect/Project Manager
D: 757.417.0140
dcostello@wtsarch.com

WALLER, TODD & SADLER
A Woolpert Company
1909 Cypress Avenue | Virginia Beach, VA 23451
wtsarch.com

Architecture ■ Engineering ■ Interior Design

1909 Cypress Avenue ■ Virginia Beach, VA 23451 ■ (757) 417-0140 ■ Fax: (757) 417-0144 ■ wts@wtsarch.com

Established 1956

DRAFT

AIA® Document G802™ - 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Dare County Animal Shelter
378 Airport road
Manteo NC, 27954

AGREEMENT INFORMATION:
Date: 6/26/2020

AMENDMENT INFORMATION:
Amendment Number: 002
Date: 8/05/2020

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

ARCHITECT: *(name and address)*
Waller Todd & Sadler, A Woolpert
Company
1909 Cypress Ave.
Virginia beach, VA 23451

The Owner and Architect amend the Agreement as follows:
Extended Construction administration of 3 months duration , based on original fee + inflation of 3%
Revised door hardware sets and door schedule beyond design phase
Revised finishes and plan changes beyond design phase

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

Compensation Adjustment:	
extended construction administration	\$ 19,067.58
3% rate escalation	572.03
Architect-door hardware/ plan revisions	\$ 2125.00
Construction administration - principal	\$1520.00
contract admin.n by office manager	\$ 280.00
Additional Agent 1 special inspections	\$ 1300.00
Total.....	\$ 24,864.61

Schedule Adjustment:
From 9 months of construction administration to 12 months construction administration
ending March 31, 2021

SIGNATURES:

Waller Todd & Sadler, A Woolpert
Company

ARCHITECT *(Firm name)*



SIGNATURE

Daniel P Costello, AIA

PRINTED NAME AND TITLE

8/05/2020

DATE

Dare County

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

Request for Approval of Modification



1228 Perimeter Parkway
Suite 201
Virginia Beach, VA
23454

757.427.1020 tel
757.427.5919 fax
www.smandf.com

TO Waller Todd & Saddler	
DATE 6/9/2020	JOB NO. 18.255
PROJECT Dare County Animal Shelter Dare County, North Carolina	
REGARDING Additional Construction Administration	

The following remarks are transmitted in regards to

PHONE CALL ON MEETING ON EMAIL ON
_____ _____ **6/9/2020**

Total number of pages, including cover sheet: 2

Speight, Marshall & Francis, P.C. has been requested by **Dan Costello** to perform work in addition to our original scope of work. Following is our understanding of what is being requested:

Scope of Services: Three months of additional Construction Administration time.

Compensation: Substantial changes or modifications to the original scope of work are subject to additional fees.

Basic Compensation shall be billed at a lump sum fee of **ONE THOUSAND AND TWO HUNDRED DOLLARS (\$1,200.00)**.

Special Conditions: Work will commence upon receipt of this signed request. You may fax it to (757) 427-5919.

Offered by (SE):

(signature)
Earl H. Inge, Jr., P.E./Senior Structural Engineer
(printed name / title)

Accepted by (Client):

(signature) (date)

(printed name / title)

(company)

The terms and conditions attached to this agreement apply.

*** Clients Please Return Original; Retain Copy For Records**

Terms and Conditions

Structural Engineer (SE) shall perform the services outlined in this agreement for the stated fee agreement.

Basic Services

Basic Services will be provided as described in the CASE National Practice Guidelines for the Structural Engineer of Record.

Special Inspections Services

Services relating to Special Inspections, as required by IBC 2015 Section 1704, are specifically omitted from this Agreement; Special Inspections Services shall be by separate contract between the Owner and Structural Engineer of Record (SER).

Access to Site

Unless otherwise stated, the SE will have access to the site for activities necessary for the performance of the services, the SE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable Expenses as described in paragraph 12.6 of AIA C141 shall be a multiple of 1.2 times the expenses incurred by the Engineer.

Billings/Payments

Invoices will be submitted monthly for services accomplished and reimbursable expenses. Bills are due when rendered, and shall be considered PAST DUE if not paid within 30 days after the invoice date and the SE may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. Beginning on the PAST DUE date, a service charge will be charged at 1.5% per month on the unpaid balance. In the event any portion or all of an account remains unpaid 30 days after billing, the Client shall pay cost of collection, including attorneys' fees of 33 ¹/₃%.

Indemnifications

The Client shall indemnify and hold harmless the SE and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the SE) or anyone for whose acts any of them may be liable.

Hidden Conditions

A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SE has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SE has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SE shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the SE, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the SE's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$5,000, the amount of the SE's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the SE's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. The Client shall hold the SE harmless from any damage to adjacent properties arising from the result of pile driving operations or any other work.

Claims and Disputes

Terms and Conditions shall be as provided in AIA Document C141, except that we propose to delete paragraph 9.2, Arbitration, and substitute the following:

All claims, Counterclaims, disputes, and other matters in question between the parties hereto arising out of this Agreement or breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the SE for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents

All documents produced by the SE under this agreement shall remain the property of the SE and may not be used by this Client for any other endeavor without the written consent of the SE.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the Commonwealth of Virginia.

Request for Approval of Modification



1228 Perimeter Parkway
Suite 201
Virginia Beach, VA
23454

757.427.1020 tel
757.427.5919 fax
www.smandf.com

TO Waller Todd & Saddler	
DATE 6/12/2020	JOB NO. 18.255SI
PROJECT Dare County Animal Shelter Dare County, North Carolina	
REGARDING Additional Special Inspections	

The following remarks are transmitted in regards to

PHONE CALL ON
 MEETING ON
 EMAIL ON

_____ **06/09/2020**

Total number of pages, including cover sheet: 2

Speight, Marshall & Francis, P.C. has been requested by **Dan Costello** to perform work in addition to our original scope of work. Following is our understanding of what is being requested:

Scope of Services: Additional services for longer construction schedule.

Compensation: Substantial changes or modifications to the original scope of work are subject to additional fees.

Basic Compensation shall be billed at a lump sum fee of **ONE THOUSAND AND THREE HUNDRED DOLLARS (\$1,300.00)**.

Special Conditions: Work will commence upon receipt of this signed request. You may fax it to (757) 427-5919.

Offered by (SE):

(signature)
 Earl H. Inge, Jr., P.E./Senior Structural Engineer
(printed name / title)

Accepted by (Client):

(signature) (date)

(printed name / title)

The terms and conditions attached to this agreement apply.

(company)
 * Clients Please Return Original; Retain Copy for Records

Terms and Conditions

Structural Engineer (SE) shall perform the services outlined in this agreement for the stated fee agreement.

Basic Services

Basic Services will be provided as described in the CASE National Practice Guidelines for the Structural Engineer of Record.

Special Inspections Services

Services relating to Special Inspections, as required by IBC 2015 Section 1704, are specifically omitted from this Agreement; Special Inspections Services shall be by separate contract between the Owner and Structural Engineer of Record (SER).

Access to Site

Unless otherwise stated, the SE will have access to the site for activities necessary for the performance of the services, the SE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable Expenses as described in paragraph 12.6 of AIA C141 shall be a multiple of 1.2 times the expenses incurred by the Engineer.

Billings/Payments

Invoices will be submitted monthly for services accomplished and reimbursable expenses. Bills are due when rendered, and shall be considered PAST DUE if not paid within 30 days after the invoice date and the SE may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. Beginning on the PAST DUE date, a service charge will be charged at 1.5% per month on the unpaid balance. In the event any portion or all of an account remains unpaid 30 days after billing, the Client shall pay cost of collection, including attorneys' fees of 33 ¹/₃%.

Indemnifications

The Client shall indemnify and hold harmless the SE and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the SE) or anyone for whose acts any of them may be liable.

Hidden Conditions

A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SE has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SE has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SE shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and the SE, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the SE's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$5,000 the amount of the SE's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes, include, but are not limited to the SE's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. The Client shall hold the SE harmless from any damage to adjacent properties arising from the result of pile driving operations or any other work.

Claims and Disputes

Terms and Conditions shall be as provided in AIA Document C141, except that we propose to delete paragraph 9.2, Arbitration, and substitute the following:

All claims, Counterclaims, disputes, and other matters in question between the parties hereto arising out of this Agreement or breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the SE for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership Documents

All documents produced by the SE under this agreement shall remain the property of the SE and may not be used by this Client for any other endeavor without the written consent of the SE.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the Commonwealth of Virginia.



1805 West City Drive
Unit E
Elizabeth City, NC 27909

P 252.621.5030
F 252.562.6974
www.timmons.com

June 9, 2020

Mr. Daniel P Costello, AIA
Waller, Todd & Sadler
1909 Cypress Avenue
Virginia Beach, VA 23451

RE: Dare County DHHS Addition
Manteo, NC

Dear Dan:

Per your request, please see below the additional construction Administration Fees associated with the extension of this project.

CONSTRUCTION ADMINISTRATION

Task 5 – Submittal Review **\$465.00**

Submittal review includes review of contractor submittals and shop drawings associated with site design.

Task 6 – Requests for Information **\$465.00**

This task includes response to contractor requests for information or clarification of design plans and specification during construction of the project.

Task 7 – Site Visits and Coordination **\$1,400.00**

This task is provided to cover coordination with the contractor and design team, minor plan adjustments and site visits during construction.

Thank you for your confidence in Timmons Group. Should you have any questions or need any additional information, please don't hesitate to contact me at 252.621.5030.

Sincerely,

Kimberly D. Hamby, PE
Senior Project Manager

Costello, Dan

From: Ted Ambrose <tambrose@hickmanambrose.com>
Sent: Wednesday, May 20, 2020 4:13 PM
To: Costello, Dan
Subject: RE: Addl CA fee

Dan

Our additional fee to accommodate an additional three months of construction phase services is as follows:

Original CA Fee = \$7,600.00

For a nine month construction duration originally proposed

$\$7,600.00 / 9 \text{ Months} = \844.44 per month

An additional three months:

$\$844.44 \times 3 \text{ months} = \underline{\$2,533.32} + \text{Total additional services fee for the project to add 3 months to the construction phase.}$

Please contact me if you need anything further.

Ted



Ted O. Ambrose, Jr., P.E
President
Hickman-Ambrose, Inc., Consulting Engineers
757-420-3595 Ext. 302
tambrose@hickmanambrose.com

From: Costello, Dan <dan.Costello@Woolpert.com>
Sent: Wednesday, May 20, 2020 12:44 PM
To: Ted Ambrose <tambrose@hickmanambrose.com>
Subject: RE: Addl CA fee

Either works, I have to provide the backup, but I can print your email.

Thanks

Daniel P. Costello, AIA

Associate
Architect/Project Manager
D: 757.417.0140
dcostello@wtsarch.com

WALLER, TODD & SADLER

A Woolpert Company
1909 Cypress Avenue | Virginia Beach, VA 23451
wtsarch.com

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

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

Section 1 This ordinance is to update the project budget for the Animal Shelter project for an amendment to the architect’s contract for 3 additional months of construction administration and for the costs of design changes. This ordinance amends the capital project ordinance adopted 9/18/2017, and amended 8/6/2018, 1/22/2019, 2/4/2019, 6/3/2019, 6/17/2019, 7/15/2019, 7/16/2019, 8/5/2019, 12/2/2019, 12/16/2019, 1/21/2020, 2/4/2020, 3/16/2020, 4/6/2020, and June 1, 2020.

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

Section 3 The following appropriations are increased as indicated:

Animal Shelter Project:

Architect	615550-710900-60339	\$24,865 increase
Owner’s contingency	615550-750000-60339	\$24,865 decrease

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

Debt proceeds S2020B LOBs	613090-470318-98726	no change
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Section 5 After this amendment, the following amounts are budgeted for the S2020 LOBs to date:

COA	\$1,703,403	
Animal Shelter	\$6,596,988	
DHHS buildings	\$5,738,583	
Manteo HS roof	\$1,000,000	
Manteo property & renovations	\$781,959	
Buxton property	\$320,043	
EMS equipment 2020 CIP	\$1,498,316	
Total		\$17,639,292

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

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

Adopted this 17th day of August, 2020.

_____ copy _____
Chairman, Board of Commissioners

[SEAL]

_____ copy _____
Cheryl Anby, Clerk to the Board of Commissioners



*Dare County Department of Health and Human Services
Public Health Division
Covid-19 Funding*

Description

The NC Division of Public Health, Communicable Disease Branch, has allocated COVID-19 funds by way of 2 Agreement Addendums (attached) to local health departments to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities. The primary focus of the funding is: 1) direct allocation to local health departments, 2) enhanced laboratory testing capacity, 3) increasing workforce by hiring temp staff, 4) supporting epidemiology and surveillance activities and 5) expanding informatics and IT infrastructure to increase electronic data exchange. Funding will be used for salary/benefits of current RNs, Interpreters and Contact Tracers and requesting to also use the funding to hire a part-time temporary RN & a part-time temporary Interpreter. Funding also to cover county cell phone costs used by the contact tracers and to purchase supplies.

Board Action Requested

Approve Budget Amendment

Item Presenter

N/A

DARE COUNTY

BUDGET AMENDMENT

F/Y 2020-2021

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Human Services-Public Health					
<u>Revenues:</u>					
State/Federal-COVID-19	103027	424206	45120	\$162,879	
<u>Expenses:</u>					
Salaries-COVID-19	104600	500200	45120	\$119,734	
FICA-COVID-19	104600	500300	45120	\$9,159	
Retirement-COVID-19	104600	500400	45120	\$12,802	
Health Insurance-COVID-19	104600	500500	45120	\$16,816	
Telephone-COVID-19	104600	511100	45120	\$1,368	
Operating-COVIC-19	104600	513400	45120	\$3,000	

Explanation:

COVID-19 funds to be used for salary/benefits of current RNs, Interpreters and Contact Tracers and to hire a part-time temporary RN & a part-time temporary Interpreter. Funding also to cover county cell phone costs used by the contact tracers and to purchase supplies through the end of the fiscal year.

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

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

Division of Public Health Agreement Addendum FY 20-21

Dare County Department of Health & Human
Services - Public Health Division

Local Health Department Legal Name

Epidemiology / Communicable Disease Branch

DPH Section / Branch Name

539 COVID-19 CARES Activities

Activity Number and Description

Vanessa M. Greene 919-546-1658
vanessa.greene@dhhs.nc.gov

DPH Program Contact
(name, phone number, and email)

01/20/2020 – 05/31/2021

Service Period

DPH Program Signature Date
(only required for a negotiable agreement addendum)

07/01/2020 – 06/30/2021

Payment Period

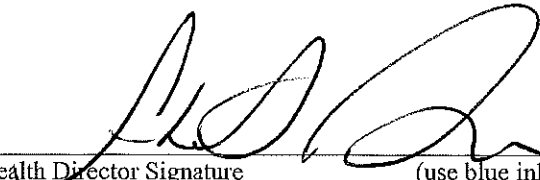
- Original Agreement Addendum
 Agreement Addendum Revision # _____

I. Background:

The primary mission of the Communicable Disease Branch (CDB) is to reduce morbidity and mortality resulting from communicable diseases that are a significant threat to the public through detection, investigation, testing, treatment, tracking, control, education, and care activities to improve the health of people in North Carolina.

As part of the “Coronavirus Aid, Relief, and Economic Security Act” or the “CARES Act” of 2020, the Centers for Disease Control and Prevention’s (CDC’s) Epidemiology and Laboratory Capacity (ELC) CARES cooperative agreement is awarding a total of nearly \$631 million to our recipient base in a program-initiated component funding under the Emerging Issues (E) Project of CK19-1904, henceforth “ELC CARES.” The intention of this funding is to rapidly establish and monitor key activities related to COVID-19 in the areas of epidemiology, laboratory, and informatics. Monitoring the indicators associated with these activities are intended to assist State, local, and territorial governments in making data-driven policy decisions regarding testing, mitigation, and prevention efforts.

The Division of Public Health (DPH), Communicable Disease Branch (CDB), is making an allocation of these funds available to all local health departments through the “CDC-RFA-TP18-1802, Cooperative Agreement for Emergency Response: Public Health Crisis Response, COVID-19 Crisis Response Cooperative Agreement – Components A and B Supplemental Funding” to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.



Health Director Signature (use blue ink)

07/17/2020

Date

Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: <u>Debbie Dutton</u>	
	Phone number with area code: <u>252-475-9366</u>	
	Email address: <u>debbie.dutton@darenc.com</u>	

II. Purpose:

This Activity is for the Local Health Department to work to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19) by carrying out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

III. Scope of Work and Deliverables:

All of the activities the Local Health Department performs under this Agreement Addendum shall be informed by the NC DHHS COVID-19 Guidance for Health Care Providers and Local Health Departments.¹ The Local Health Department (LHD) shall identify and address **one or more** of the allowable activities from the list of five activities below, with an emphasis on testing and tracing:

- 1. Testing and Tracing: Establish or enhance ability to aggressively identify cases, conduct contact tracing and follow up, as well as implement recommended containment measures.**
 - a. Enhanced testing and contact tracing including contact elicitation/identification, contact notification, and contact follow-up. Activities could include traditional contact tracing methods as well as healthcare-specific and other proximity/location-based methods.
- 2. Surveillance: Improve morbidity and mortality surveillance, including:**
 - a. Establish or enhance community-based surveillance i.e., surveillance of populations and individuals without severe illness, travel to high-risk locations, or contacts to known cases.
 - b. Provide accurate accounting of COVID-19 associated deaths. Maintain electronic death reporting using the North Carolina Electronic Disease Surveillance System (NCEDSS).
- 3. Lab Capacity: Enhance laboratory testing and reporting capacity:**
 - a. Establish or expand capacity to test all symptomatic individuals, and secondarily expand capacity to achieve community-based surveillance.
- 4. Infection Control: Prevent and control COVID-19 in healthcare settings and protect other vulnerable or high-risk populations:**
 - a. Assess and monitor infections in healthcare workers across the healthcare spectrum.
 - b. Monitor and help implement mitigation strategies for COVID-19 in all high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, other long-term care facilities).
 - c. Monitor and help implement mitigation strategies for other high-risk employment settings (e.g., meat processing facilities), and congregate living settings (e.g., prisons, youth homes, shelters).
- 5. Community Risk Assessment: Improve understanding of jurisdictional communities with respect to COVID-19 risk:**
 - a. Build understanding of population density and high-risk population density (i.e., population of >65 years, proportion of population with underlying conditions, households with limited English fluency, healthcare seeking behavior, populations without insurance and below poverty level).

¹ <https://www.ncdhhs.gov/divisions/public-health/covid19/covid-19-guidance#all-guidance-for-health-care-providers-and-local-health-departments>

IV. Performance Measures/Reporting Requirements:

1. Performance Measures

- a. **Performance Measure # 1:** The LHD shall have a policy to ensure access to COVID-19 testing for all symptomatic persons and for those who have had close contact to a known or suspected case of COVID-19 as defined by the CDC, and for those who request or require testing.
Reporting Requirements: An electronic copy of this testing policy shall be provided to the Regional Communicable Disease Nurse Consultant no later than September 1, 2020.
- b. **Performance Measure # 2:** The LHD shall report cases of COVID-19 including deaths within 30 days of receipt of the report to the state disease registrar via the NC EDSS.
Reporting Requirements: Reporting will be done via the NC EDSS.
- c. **Performance Measure # 3:** The LHD shall report COVID-19 activity (decline, no change, and increase) in high-risk healthcare facilities (e.g., nursing homes, dialysis centers, long-term care facilities) and congregate living settings (e.g., prisons, youth homes, shelters) via the NCEDSS outbreak module and the CD Outbreak Worksheet within 2 days of receipt of outbreak.
Reporting Requirements: Reporting will be done via the NC EDSS and consultation as needed by CDB staff.
- d. **Performance Measure #4:** The LHD shall report close contacts to COVID-19 into the COVID-19 Community Team Outreach (CCTO) Tool software for at least 60% of people infected with COVID-19.
Reporting Requirements: Reporting will be done via the CCTO tool software
- e. **Performance Measure #5:** The LHD shall complete the Final Monitoring Outcome variable for 90% of contacts entered after 14 days.
Reporting Requirements: Reporting will be done via the CCTO tool software.

2. Additional Reporting Requirements

- a. The LHD shall submit Annual Reports to include progress of work performed against each of the allowable activities and performance measures, data (numbers tested/traced to during reporting period), as well as use of funds and programmatic reporting to the CDB at the following intervals:
 - FY19-20 (January–May 2020) report due no later than August 15, 2020
 - FY 20-21 (June 2020–May 2021) report due no later than June 15, 2021
- b. Provide data, plans, and documents as requested by CDB that supports reporting the performance measures and deliverables from the ELC CARES grant. Plans and other documents must be consistent with state and federal requirements and must be specific to the LHD's local public health jurisdiction.
- c. The LHD will submit an annual report via Survey Monkey which will include the reporting of work performed against each of the allowable activities and performance measures, data (numbers tested and numbers of contacts traced during the reporting period), reporting on the use of funds, and programmatic reporting. The Survey Monkey survey link will be sent to the LHD by CDB no later than June 15, 2021.

V. Performance Monitoring and Quality Assurance:

1. The TATP Nurse Consultant will assess the Local Health Department's performance through reporting mechanisms within the NC EDSS. These reports will be run on a quarterly basis by the TATP Nurse Consultant.

2. If the assessment results in compliance concerns, the TATP Nurse Consultant shall conduct conference calls with the Local Health Department to provide technical assistance in order to rectify the concerns.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. Expenses related to allowable activities may be reimbursed retroactively to January 20, 2020.
3. As the Local Health Department is a subrecipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the “CARES Act”) (P.L. 116-136); and/or the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139) the LHD agrees as applicable to the award, to:
 - a. comply with existing and/or future directives and guidance from the HHS Secretary regarding control of the spread of COVID-19;
 - b. in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual’s home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and
 - c. assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS– CoV–2 or to diagnose a possible case of COVID–19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC.
 - d. consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the subrecipient is expected to provide to CDC, through DPH, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.
4. In addition to their local procurement rules/policies, the Local Health Department shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:
 - a. Federal Uniform Administrative Requirements for Procurement, 45 CFR Part 75 §75.327-335, https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75_1326

- i. Appendix II to Part 75—*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* may be found here for incorporation into procurement contracts: https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75_1521.ii
5. Unallowable costs:
- a. Research
 - b. Clinical Care
 - c. Publicity and propaganda (lobbying):
 - i. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 1. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 2. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 - ii. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients:
https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
 - d. All unallowable costs cited in CDC-RFA-CK19-1904 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

Supplement reason: In AA+BE or AA+BE Rev -OR- -

CFDA #: 93.323	Federal awd date: 06/21/20	Is award R&D? no	FAIN: NU50CK000530	Total amount of fed awd: \$ 209976190
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CFDA name: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)	Fed award project description: CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)	Fed awarding agency: DHHS, Centers for Disease Control and Prevention	Federal award indirect cost rate: n/a	%
				%

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	60,231	60,231	Jackson	019728518	26,894	26,894
Albemarle	130537822	163,727	163,727	Johnston	097599104	69,230	69,230
Alexander	030495105	25,397	25,397	Jones	095116935	17,768	17,768
Anson	847163029	21,864	21,864	Lee	067439703	31,524	31,524
Appalachian	780131541	71,082	71,082	Lenoir	042789748	30,433	30,433
Beaufort	091567776	27,886	27,886	Lincoln	086869336	38,004	38,004
Bladen	084171628	24,382	24,382	Macon	070626825	24,799	24,799
Brunswick	091571349	52,214	52,214	Madison	831052873	21,070	21,070
Buncombe	879203560	85,862	85,862	MTW	087204173	55,770	55,770
Burke	883321205	39,810	39,810	Mecklenburg	074498353	310,415	310,415
Cabarrus	143408289	71,770	71,770	Montgomery	025384603	22,497	22,497
Caldwell	948113402	37,608	37,608	Moore	050988146	41,978	41,978
Carteret	058735804	34,189	34,189	Nash	050425677	40,875	40,875
Caswell	077846053	21,427	21,427	New Hanover	040029563	78,040	78,040
Catawba	083677138	58,018	58,018	Northampton	097594477	20,596	20,596
Chatham	131356607	35,158	35,158	Onslow	172663270	68,945	68,945
Cherokee	130705072	22,946	22,946	Orange	139209659	54,514	54,514
Clay	145058231	18,164	18,164	Pamlico	097600456	18,626	18,626
Cleveland	879924850	41,910	41,910	Pender	100955413	31,874	31,874
Columbus	040040016	30,315	30,315	Person	091563718	25,914	25,914
Craven	091564294	43,119	43,119	Pitt	080889694	63,435	63,435
Cumberland	123914376	105,052	105,052	Polk	079067930	20,845	20,845
Dare	082358631	25,042	25,042	Randolph	027873132	54,110	54,110
Davidson	077839744	60,626	60,626	Richmond	070621339	27,269	27,269
Davie	076526651	26,665	26,665	Robeson	082367871	50,721	50,721
Duplin	095124798	31,224	31,224	Rockingham	077847143	39,903	39,903
Durham	088564075	99,460	99,460	Rowan	074494014	53,490	53,490
Edgecombe	093125375	29,311	29,311	Sampson	825573975	32,395	32,395
Foothills	782359004	61,160	61,160	Scotland	091564146	24,702	24,702
Forsyth	105316439	117,143	117,143	Stanly	131060829	32,189	32,189
Franklin	084168632	33,461	33,461	Stokes	085442705	27,614	27,614
Gaston	071062186	74,989	74,989	Surry	077821858	34,878	34,878
Graham	020952383	17,358	17,358	Swain	146437553	18,920	18,920
Granville-Vance	063347626	58,898	58,898	Toe River	113345201	59,042	59,042
Greene	091564591	20,707	20,707	Transylvania	030494215	24,531	24,531
Guilford	071563613	160,040	160,040	Union	079051637	78,099	78,099
Halifax	014305957	28,993	28,993	Wake	019625961	305,488	305,488
Harnett	091565986	51,147	51,147	Warren	030239953	20,447	20,447
Haywood	070620232	32,057	32,057	Wayne	040036170	48,849	48,849
Henderson	085021470	46,719	46,719	Wilkes	067439950	33,977	33,977
Hoke	091563643	29,665	29,665	Wilson	075585695	37,244	37,244
Hyde	832526243	16,411	16,411	Yadkin	089910624	25,342	25,342
Iredell	074504507	63,613	63,613				

Activity 539	AA	1175 870A WT	Proposed Total	New Total
Service Period		01/20-05/31 2020-2021		
Payment Period		02/20-06/30		
01 Alamance	* 0	60,231	60,231	60,231
D1 Albemarle	* 0	163,727	163,727	163,727
02 Alexander	* 0	25,397	25,397	25,397
04 Anson	* 0	21,864	21,864	21,864
D2 Appalachian	* 0	71,082	71,082	71,082
07 Beaufort	* 0	27,886	27,886	27,886
09 Bladen	* 0	24,382	24,382	24,382
10 Brunswick	* 0	52,214	52,214	52,214
11 Buncombe	* 0	85,862	85,862	85,862
12 Burke	* 0	39,810	39,810	39,810
13 Cabarrus	* 0	71,770	71,770	71,770
14 Caldwell	* 0	37,608	37,608	37,608
16 Carteret	* 0	34,189	34,189	34,189
17 Caswell	* 0	21,427	21,427	21,427
18 Catawba	* 0	58,018	58,018	58,018
19 Chatham	* 0	35,158	35,158	35,158
20 Cherokee	* 0	22,946	22,946	22,946
22 Clay	* 0	18,164	18,164	18,164
23 Cleveland	* 0	41,910	41,910	41,910
24 Columbus	* 0	30,315	30,315	30,315
25 Craven	* 0	43,119	43,119	43,119
26 Cumberland	* 0	105,052	105,052	105,052
28 Dare	* 0	25,042	25,042	25,042
29 Davidson	* 0	60,626	60,626	60,626
30 Davie	* 0	26,665	26,665	26,665
31 Duplin	* 0	31,224	31,224	31,224
32 Durham	* 0	99,460	99,460	99,460
33 Edgecombe	* 0	29,311	29,311	29,311
D7 Foothills	* 0	61,160	61,160	61,160
34 Forsyth	* 0	117,143	117,143	117,143
35 Franklin	* 0	33,461	33,461	33,461
36 Gaston	* 0	74,989	74,989	74,989
38 Graham	* 0	17,358	17,358	17,358
D3 Gran-Vance	* 0	58,898	58,898	58,898
40 Greene	* 0	20,707	20,707	20,707
41 Guilford	* 0	160,040	160,040	160,040
42 Halifax	* 0	28,993	28,993	28,993
43 Harnett	* 0	51,147	51,147	51,147
44 Haywood	* 0	32,057	32,057	32,057
45 Henderson	* 0	46,719	46,719	46,719
46 Hertford		0	0	0
47 Hoke	* 0	29,655	29,655	29,655
48 Hyde	* 0	16,411	16,411	16,411
49 Iredell	* 0	63,513	63,513	63,513
50 Jackson	* 0	26,894	26,894	26,894
51 Johnston	* 0	69,230	69,230	69,230
52 Jones	* 0	17,768	17,768	17,768
53 Lee	* 0	31,524	31,524	31,524
54 Lenoir	* 0	30,433	30,433	30,433
55 Lincoln	* 0	38,004	38,004	38,004
56 Macon	* 0	24,799	24,799	24,799
57 Madison	* 0	21,070	21,070	21,070
D4 M-T-W	* 0	55,770	55,770	55,770
60 Mecklenburg	* 0	310,415	310,415	310,415
62 Montgomery	* 0	22,497	22,497	22,497
63 Moore	* 0	41,978	41,978	41,978
64 Nash	* 0	40,875	40,875	40,875
65 New Hanover	* 0	78,040	78,040	78,040
66 Northampton	* 0	20,596	20,596	20,596
67 Onslow	* 0	68,945	68,945	68,945

68 Orange	* 0	54,514	54,514	54,514
69 Pamlico	* 0	18,626	18,626	18,626
71 Pender	* 0	31,874	31,874	31,874
73 Person	* 0	25,914	25,914	25,914
74 Pitt	* 0	63,435	63,435	63,435
75 Polk	* 0	20,845	20,845	20,845
76 Randolph	* 0	54,110	54,110	54,110
77 Richmond	* 0	27,269	27,269	27,269
78 Robeson	* 0	50,721	50,721	50,721
79 Rockingham	* 0	39,903	39,903	39,903
80 Rowan	* 0	53,490	53,490	53,490
D5 R-P-M		0	0	0
82 Sampson	* 0	32,395	32,395	32,395
83 Scotland	* 0	24,702	24,702	24,702
84 Stanly	* 0	32,189	32,189	32,189
85 Stokes	* 0	27,614	27,614	27,614
86 Surry	* 0	34,878	34,878	34,878
87 Swain	* 0	18,920	18,920	18,920
D6 Toe River	* 0	59,042	59,042	59,042
88 Transylvania	* 0	24,531	24,531	24,531
90 Union	* 0	78,099	78,099	78,099
92 Wake	* 0	305,488	305,488	305,488
93 Warren	* 0	20,447	20,447	20,447
96 Wayne	* 0	48,849	48,849	48,849
97 Wilkes	* 0	33,977	33,977	33,977
98 Wilson	* 0	37,244	37,244	37,244
99 Yadkin	* 0	25,342	25,342	25,342
Totals		4,319,966	4,319,966	4,319,966

Sign and Date - DPH Program Administrator <i>[Signature]</i> 7-8-20	Sign and Date - DPH Section Chief <i>[Signature]</i> 07-08-20
Sign and Date - DPH Contracts Office <i>[Signature]</i> 7/8/2020	Sign and Date - DPH Budget Officer <i>[Signature]</i> 07/08/2020

[Signature] 07/08/2020

Division of Public Health

Agreement Addendum

FY 20-21

Dare County Department of Health & Human
Services - Public Health Division

Local Health Department Legal Name

Epidemiology / Communicable Disease Branch

DPH Section / Branch Name

543 ELC Enhancing Detection Activities

Activity Number and Description

Vanessa M. Greene 919-546-1658
vanessa.greene@dhhs.nc.gov

DPH Program Contact
(name, phone number, and email)

01/20/2020 – 05/31/2021

Service Period

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

07/01/2020 – 06/30/2021

Payment Period

- Original Agreement Addendum**
 Agreement Addendum Revision # _____

I. Background:

The primary mission of the Communicable Disease Branch (CDB) is to reduce morbidity and mortality resulting from communicable diseases that are a significant threat to the public through detection, investigation, testing, treatment, tracking, control, education, and care activities to improve the health of people in North Carolina.

The Public Health Emergency Preparedness (PHEP) CARES Crisis Cooperative Agreement and Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) CARES Cooperative Agreement awards have been critical in supporting North Carolina's response to the coronavirus pandemic. With the addition of the ELC Enhancing Detection award, the primary focus of all three CDC funding sources is: 1) direct allocation to local health departments, 2) enhanced laboratory testing capacity, 3) increasing workforce by hiring temp staff, 4) supporting epidemiology and surveillance activities and 5) expanding informatics and IT infrastructure to increase electronic data exchange. The ELC Enhancing Detection Award includes new activities centered around contracts to external partners to support contact tracing, and strategic planning and project management.

The Division of Public Health (DPH), Communicable Disease Branch (CDB), is making an allocation of these ELC Enhancing Detection funds available to all local health departments through the “CDC-RFA-TP18-1802, Cooperative Agreement for Emergency Response: Public Health Crisis Response, COVID-19 Crisis Response Cooperative Agreement – Components A and B Supplemental Funding” to carry out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

<hr/> Health Director Signature	(use blue ink)	<hr/> Date									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 35%;">Local Health Department to complete: (If follow-up information is needed by DPH)</td> <td style="width: 35%;">LHD program contact name: <u>Debbie Dutton</u></td> <td style="width: 30%;"></td> </tr> <tr> <td></td> <td>Phone number with area code: <u>252-475-9366</u></td> <td></td> </tr> <tr> <td></td> <td>Email address: <u>debbie.dutton@darenc.com</u></td> <td></td> </tr> </table>			Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: <u>Debbie Dutton</u>			Phone number with area code: <u>252-475-9366</u>			Email address: <u>debbie.dutton@darenc.com</u>	
Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: <u>Debbie Dutton</u>										
	Phone number with area code: <u>252-475-9366</u>										
	Email address: <u>debbie.dutton@darenc.com</u>										

II. Purpose:

This Activity is for the Local Health Department to work to prevent, prepare for, and respond to Coronavirus Disease 2019 (COVID-19) by carrying out surveillance, epidemiology, laboratory capacity, infection control, mitigation, communications, and other preparedness and response activities.

III. Scope of Work and Deliverables:**A. Allowable Activities**

All of the activities the Local Health Department performs under this Agreement Addendum shall be informed by local data and trends, the NC DHHS COVID-19 Guidance for Health Care Providers, the ELC Enhancing Detection: North Carolina testing plan located at <https://www.hhs.gov/coronavirus/testing-plans/index.html#nc>, and any subsequent revisions to that plan.

Activities undertaken by the Local Health Department (LHD) and funded through this Agreement Addendum shall address the following allowable activities, 1-6:

1. Enhance Laboratory, Surveillance, Informatics, and other Workforce Capacity

- a. Build expertise for healthcare and community outbreak response and infection prevention and control (IPC) among local health departments.
- b. Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 (including contact tracing) and other conditions of public health significance.
- c. Implement NC DHHS strategies for COVID-19 case investigation and contact tracing:
 - i. Assure that all contact tracers hired locally complete the North Carolina Area Health Education Centers (NCAHEC) COVID-19 Contact Tracing Onboarding for NC Local Health Departments training within the first two weeks of hire and prior to contact tracing activities.
 - ii. Implementation and workflow improvements for case investigation and contact training using state-supplied technology, including but not limited to:
 - 1) COVID-19 Community Team Outreach (CCTO) tool.
 - 2) NC EDSS/NC COVID reporting tool.
 - 3) Softphone: DPH is exploring whether there is technology that will allow consistent caller identification that will increase success in contact tracing. This is known as softphone technology. The objective is to provide a consistent and recognizable caller identification across all contact tracers within the state/local public health system.
 - 4) Other technology applications that may improve prevention/containment/mitigation.
- d. Build expertise to support management of the COVID-19 related activities within the service area (e.g., additional leadership, program and project managers, budget staff).
- e. Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance.

2. Strengthen Community Laboratory Testing

- a. Establish or expand or assure capacity to quickly, accurately, and safely test for COVID-19/SARS-CoV-2 among all symptomatic individuals, and secondarily expand capacity to achieve community-based surveillance, including testing of asymptomatic individuals.

- i. Strengthen ability to quickly scale testing as necessary to assure that optimal utilization of existing and new testing platforms can be supported to help meet increases in testing demand in a timely manner.
 - ii. Build local capacity for testing of COVID-19/SARS-CoV-2 including within high-risk settings or in vulnerable populations that reside in their communities.
- b. Enhance laboratory testing capacity for COVID-19/SARS-CoV-2 outside of public health laboratories.
 - i. Establish or expand capacity to coordinate with public/private laboratory testing providers, including those that assist with surge and with testing for high-risk environments.
 - ii. Secure and/or utilize mobile laboratory units, or other methods to provide point-of-care (POC) testing at public health-led clinics or non-traditional test sites (e.g., homeless shelters, food processing plants, prisons, Long Term Care Facilities (LTCFs)).
- c. Enhance data management and analytic capacity in public health laboratories to help improve efficiencies in operations, management, testing, and data sharing.
 - i. Improve efficiencies in laboratory operations and management using data from throughput, staffing, billing, supplies, and orders.
 - ii. Improve the capacity to analyze laboratory data to help understand and make informed decisions about issues such as gaps in testing and community mitigation efforts. Data elements such as tests ordered and completed (including by device/platform), rates of positivity, source of samples, type will be used to create data visualizations that will be shared with the public, state health department, and community partners.

3. Advance Electronic Data Exchange at Public Health Labs

- a. Enhance and expand laboratory information infrastructure, to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites and enable faster and more complete data exchange and reporting.
 - i. Enhance laboratory test ordering and reporting capability.
 - 1) 100% of results must be reported with key demographic variables including age/gender/race via the NC COVID reporting tool (NC COVID).
 - 2) Report all non-Electronic Lab Reporting (ELR) positive test results to the state health department using NC COVID.

4. Improve Surveillance and Reporting of Electronic Health Data

- a. Use NC COVID to assure complete, up-to-date, automated reporting of morbidity and mortality to NC DHHS of COVID-19 and other conditions of public health significance by:
 - i. Establishing or enhancing community-based surveillance, including surveillance of vulnerable populations, individuals with severe illness, those with recent travel to high-risk locations, or who are contacts to known cases.
 - ii. Monitoring changes to daily incidence rates of COVID-19 and other conditions of public health significance at the county or zip code level to inform community mitigation strategies.
- b. Establish complete, up-to-date, timely, automated reporting of individual-level data through electronic case reporting to NC DHHS via NC COVID.

- i. At the health department, enhance capacity to work with testing facilities to onboard and improve electronic laboratory reporting (ELR), including to receive data from new or non-traditional testing settings. Use alternative data flows and file formats (e.g., CSV or XLS) to help automate where appropriate. In addition to other reportable results, this should include all COVID-19/SARS-CoV-2-related testing data (i.e., tests to detect SAR-CoV-2 including serology testing).
- ii. Assist NC DPH in the process of automating the receipt of Electronic Health Record (EHR) data once it is available, including Electronic Case Reporting (eCR) and Fast Healthcare Interoperability Resources (FHIR)-based eCR to generate initial case report as specified by NC DPH for the reportable disease within 24 hours, and to update over time within 24 hours of a change in information contained in the CDC-directed case report, including death.
- iii. Utilize eCR data, once it is available, to assure data completeness, establish comprehensive morbidity and mortality surveillance, and help monitor the health of the community and inform decisions for the delivery of public health services.
- c. Improve understanding of capacity, resources, and patient impact at healthcare facilities through electronic reporting.
 - i. Assist NC DHHS with required expansion of reporting facility capacity, resources, and patient impact information, such as patients admitted and hospitalized, in an electronic, machine-readable, as well as human-readable visual, and tabular manner, to achieve 100% coverage in service area and include daily data from all acute care, long-term care, and ambulatory care settings. Use these data to monitor facilities with confirmed cases of COVID-19/SARS-CoV-2 infection or with COVID-like illness among staff or residents and facilities at high risk of acquiring COVID-19/SARS-CoV-2 cases and COVID-like illness among staff or residents.
- d. Enhance systems for flexible data collection, reporting, analysis, and visualization.
 - i. Make data on case, syndromic, laboratory tests, hospitalization, and healthcare capacity available on health department websites at the county/zip code level in a visual and tabular manner.
- e. Establish or improve systems to assure complete, accurate and immediate (within 24 hours) data transmission to NC COVID and open website available to the public by county and zip code, that allows for automated transmission of data to NC DHHS via NC COVID.
 - i. Submit all case reports in an immediate, automated way to CDC for COVID-19/SARS-CoV-2 and other conditions of public health significance with associated required data fields via NC COVID.
 - ii. Provide accurate accounting of COVID-19/SARS-CoV-2 associated deaths. Establish electronic, automated, immediate death reporting with associated required data fields via NC COVID.
 - iii. Establish these systems in such a manner that they may be used on an ongoing basis for surveillance of, and reporting on, other threats to the public health and conditions of public health significance.

5. Use Laboratory Data to Enhance Investigation, Response and Prevention

- a. Use laboratory data to initiate case investigations, conduct contact tracing and follow up, and implement containment measures.

- i. Conduct necessary contact tracing including contact elicitation/identification, contact notification, and contact follow-up. Activities could include traditional contact tracing and/or proximity/location-based methods, as well as methods adapted for healthcare-specific and congregate settings.
- ii. Utilize tools (e.g., geographic information systems and methods) that assist in the rapid mapping and tracking of disease cases for timely and effective epidemic monitoring and response, incorporating laboratory testing results and other data sources.
- iii. Identify cases and exposure to COVID-19 in high-risk settings or within vulnerable populations to target mitigation strategies.
 - 1) Assess and monitor infections in healthcare workers across the healthcare spectrum.
 - 2) Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, and other long-term care facilities, etc.).
 - 3) Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk employment settings (e.g., meat processing facilities), and congregate living settings (e.g., prisons, youth homes, shelters, farms).
 - 4) Work with NC DHHS to build local capacity for reporting, rapid containment and prevention of COVID- 19/SARS-CoV-2 within high-risk settings or in vulnerable populations that reside in their communities.
- b. Implement prevention strategies in high-risk settings or within vulnerable populations (including tribal nations) including proactive monitoring for asymptomatic case detection.
 - i. Build capacity for infection prevention and control in LTCFs (e.g., at least one Infection Preventionist (IP) for every facility) and outpatient settings.
 - 1) Build capacity to safely house and isolate infected and exposed residents of LTCFs and other congregate settings.
 - ii. Assist with enrollment of all LTCFs into CDC's National Healthcare Safety Network (NHSN).
 - iii. Increase Infection Prevention and Control (IPC) assessment capacity onsite using Infection Prevention and Control Assessment Tool (Tele-ICAR).
 - iv. Perform preparedness assessment to assure interventions are in place to protect high-risk populations.
 - 1) Coordinate as appropriate with federally funded entities responsible for providing health services to vulnerable populations (e.g., tribal nations and federally qualified health centers)

6. Coordinate and Engage with Partners

- a. Partner with NC DHHS to establish or enhance testing for COVID-19/SARS-CoV-2.
 - i. Acquire equipment and staffing to conduct testing for COVID-19/SARS-CoV-2.
 - ii. Support community partners to conduct appropriate specimen collection and/or testing within their service area.
 - iii. Build infection prevention and control and healthcare outbreak response expertise in LHDs.

B. Requirements:

1. The LHD shall assure capacity for a minimum of 5% of their service area's population to be tested for COVID-19 in a 30-day period, unless otherwise communicated in writing by NC DHHS to the LHD. This requirement will be assessed by NC DHHS staff using NC COVID and the CCTO reporting databases.
2. The LHD shall initiate 90% of contacting case attempt within 24 hours. This requirement will be assessed by NC DHHS staff using NC COVID and the CCTO reporting databases.
3. The LHD shall initiate 50% of contacting contacts of the case attempt within 48 hours when the difference between the specimen date and the report date of a positive COVID-19 case to public health is five (5) days or less. This requirement will be assessed by NC DHHS staff using NC COVID and the CCTO reporting databases.
4. Once the softphone technology has been developed, piloted, user-acceptance tested, and implemented, utilize the softphone technology to reach cases and contacts. This requirement will be assessed by NC DHHS staff using NC COVID and the CCTO reporting databases.
5. Use the COVID-19 Community Team Outreach (CCTO) tool for documenting close contacts. This requirement will be assessed by NC DHHS staff using NC COVID and the CCTO reporting databases.
6. The LHD shall assure that 100% of contact tracers hired locally (not using state-funded, state-contracted vendors) complete the North Carolina Area Health Education Centers (NCAHEC) COVID-19 Contact Tracing Onboarding for NC Local Health Departments training. Registration for this training is located online: <https://www.ncahec.net/courses-and-events/63430/covid-19-contact-tracing-onboarding-for-nc-local-health-departments>. The LHD must keep records of NCAHEC training completion certification in all contact tracing staff personnel files for desk audit review.
7. Assist in promoting enrollment among county providers in the Influenza-like Illness Surveillance Network (ILINet) when requested by the NC DPH Influenza Coordinator.

IV. Performance Measures/Reporting Requirements:**A. Performance Measures**

1. **Performance Measure # 1 Linked to Scope of Work and Deliverables 2 and 6:** The LHD shall have a plan to assure access to COVID-19 testing, specifically for vulnerable populations, for all symptomatic persons and for those who have had close contact to a known or suspected case of COVID-19 as defined by the CDC, and for those who request or require testing. This plan may be the same as the policy for AA 539.

Reporting Requirements: An electronic copy of this testing policy shall be provided to the Regional Communicable Disease Nurse Consultant no later than October 1, 2020.

2. **Performance Measure # 2 Linked to Scope of Work and Deliverables 2, 3, 4 and 5:** The LHD shall report cases of COVID-19 including deaths within 30 days of receipt of the report to the state via the NC COVID.

Reporting Requirements: Reporting will be done via the NC COVID

3. **Performance Measure #3 Linked to Scope of Work and Deliverables 1:** Contact tracers hired locally should be reflective of the county population and the target communities.
Reporting Requirements: LHD will provide certain demographic data (race, ethnicity, and language(s) spoken) of locally hired contact tracers in quarterly reporting outlined below in Additional Reporting Requirements.
4. **Performance Measure #4 Linked to Scope of Work and Deliverables 1 and 5:** The LHD shall support tele-ICAR and infection prevention consultation with LTCF in their service area, in conjunction with the NC DHHS.
Reporting Requirements: Reporting will be done via a yearly online survey.
5. **Performance Measure #5 Linked to Scope of Work and Deliverables 1-6:** The LHD shall review the LHD testing plan quarterly so it reflects most current recommendations from NC DHHS.
Reporting Requirements: LHD shall submit updated plans in quarterly reporting outlined below in Additional Reporting Requirements.
6. **Performance Measure #6 Linked to Scope of Work and Deliverables 4 and 5:** The LHD shall report close contacts to COVID-19 into the COVID-19 Community Team Outreach (CCTO) Tool software for at least 60% of people infected with COVID-19.
Reporting Requirements: Reporting will be done via the CCTO tool software.
7. **Performance Measure #7 Linked to Requirements 1 and 2:** The LHD shall complete the Final Monitoring Outcome variable for 90% of contacts entered after 14 days.
Reporting Requirements: Reporting will be done via the CCTO tool software.

B. Additional Reporting Requirements

1. The LHD shall submit quarterly reports to CDB in a provided template.
 - a. Reports shall include:
 - i. The LHD's local testing plan, if modified.
 - ii. Progress of work performed against each of the allowable activities and performance measures.
 - iii. Assurance that the LHD has reviewed data entered in electronic tools (e.g., NCEDSS, CCTO) for accuracy.
 - iv. Demographic data (race, ethnicity, and language(s) spoken) of locally hired contact tracers.
 - v. Financial reports to support use of funds and the monthly reimbursements drawn from the Aid to Counties system.
 - b. Reporting schedule:
 - 1st Quarter July 1 – September 30, 2020 submit by October 31, 2020
 - 2nd Quarter October 1 – December 31, 2020 submit by January 31, 2021
 - 3rd Quarter January 1 – March 31, 2021 submit by April 30, 2021
 - 4th Quarter April 1 – June 30, 2021 submit by July 31, 2021
2. Provide data, plans, and documents as requested by CDB that supports reporting the performance measures and deliverables from the ELC Enhancing Detection grant. Plans and other documents

must be consistent with state and federal requirements and must be specific to the LHD's local public health service area.

V. Performance Monitoring and Quality Assurance:

- A. The Technical Assistance and Training Program (TATP) Nurse Consultant will assess the Local Health Department's performance through reporting mechanisms within the NC EDSS. These reports will be run on a quarterly basis by the TATP Nurse Consultant.
- B. If the assessment results in compliance concerns, the TATP Nurse Consultant shall conduct conference calls with the Local Health Department to provide technical assistance in order to rectify the concerns.

VI. Funding Guidelines or Restrictions:

- A. Requirements for pass-through entities: In compliance with 2 *CFR* §200.331 – *Requirements for pass-through entities*, the Division of Public Health provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - 1. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - 2. Frequency: Supplements will be generated as the Division of Public Health receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
- B. Expenses incurred from January 20, 2020 which are related to allowable activities may be reimbursed.
- C. As the LHD is a subrecipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); and/or the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139) the LHD agrees as applicable to the award, to:
 - 1. comply with existing and/or future directives and guidance from the HHS Secretary regarding control of the spread of COVID-19;
 - 2. in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and
 - 3. assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation. In addition, to the extent applicable, comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS– CoV–2 or to diagnose a possible case of COVID–19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC.

4. consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the subrecipient is expected to provide to CDC, through NC DHHS, copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.
- D. In addition to their local procurement rules/policies, the LHD shall comply with the following rules, applying the most restrictive standard where there is a difference between any of the standards:
1. Federal Uniform Administrative Requirements for Procurement, 45 CFR Part 75 §75.327-335, https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#se45.1.75_1326
 - a. Appendix II to Part 75—*Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* may be found here for incorporation into procurement contracts: https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5#ap45.1.75_1521.ii
- E. Unallowable costs:
1. Research
 2. Clinical Care
 3. Publicity and propaganda (lobbying):
 - a. Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - i. publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - ii. the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 - b. See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
 4. All unallowable costs cited in CDC-RFA-CK19-1904 remain in effect, unless specifically amended, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

Supplement reason: In AA+BE or AA+BE Rev -OR- -

CFDA #: 93.323 Federal awd date: 05/19/20 Is award R&D? no FAIN: NU50CK000530 Total amount of fed awd: \$ 188951581

CFDA name: Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
 Fed award project description: CK19-1904 Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) – Enhancing Detection
 Fed awarding agency: DHHS, Centers for Disease Control and Prevention
 Federal award indirect cost rate: n/a

Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity	Subrecipient	Subrecipient DUNS	Fed funds for This Supplement	Total of All Fed Funds for This Activity
Alamance	965194483	266,436	266,436	Jackson	019728518	136,395	136,395
Albemarle	130537822	890,572	890,572	Johnston	097599104	301,537	301,537
Alexander	030495105	130,555	130,555	Jones	095116935	100,795	100,795
Anson	847163029	116,755	116,755	Lee	067439703	154,457	154,457
Appalachian	780131541	371,745	371,745	Lenoir	042789748	150,199	150,199
Beaufort	091567776	140,266	140,266	Lincoln	086869336	179,734	179,734
Bladen	084171628	126,598	126,598	Macon	070626825	128,224	128,224
Brunswick	091571349	235,164	235,164	Madison	831052873	113,676	113,676
Buncombe	879203560	366,415	366,415	MTW	087204173	312,010	312,010
Burke	883321205	186,776	186,776	Mecklenburg	074498353	1,242,342	1,242,342
Cabarrus	143408289	311,447	311,447	Montgomery	025384603	119,245	119,245
Caldwell	948113402	178,188	178,188	Moore	050988146	195,234	195,234
Carteret	058735804	164,853	164,853	Nash	050425677	190,932	190,932
Caswell	077846053	115,071	115,071	New Hanover	040029563	335,904	335,904
Catawba	083677138	257,801	257,801	Northampton	097594477	111,830	111,830
Chatham	131356607	168,631	168,631	Onslow	172663270	300,425	300,425
Cherokee	130705072	120,996	120,996	Orange	139209659	244,133	244,133
Clay	145058231	102,343	102,343	Pamlico	097600456	104,144	104,144
Cleveland	879924850	194,969	194,969	Pender	100955413	155,823	155,823
Columbus	040040016	149,742	149,742	Person	091563718	132,572	132,572
Craven	091564294	199,685	199,685	Pitt	080889694	278,932	278,932
Cumberland	123914376	441,271	441,271	Polk	079067930	112,801	112,801
Dare	082358631	129,172	129,172	Randolph	027873132	242,557	242,557
Davidson	077839744	267,976	267,976	Richmond	070621339	137,857	137,857
Davie	076526651	135,503	135,503	Robeson	082367871	229,338	229,338
Duplin	095124798	153,286	153,286	Rockingham	077847143	187,140	187,140
Durham	088564075	419,458	419,458	Rowan	074494014	240,140	240,140
Edgecombe	093125375	145,824	145,824	Sampson	825573975	157,855	157,855
Foothills	782359004	301,546	301,546	Scotland	091564146	127,846	127,846
Forsyth	105316439	488,435	488,435	Stanly	131060829	157,052	157,052
Franklin	084168632	162,011	162,011	Stokes	085442705	139,204	139,204
Gaston	071062186	324,001	324,001	Surry	077821858	167,538	167,538
Graham	020952383	99,197	99,197	Swain	146437553	105,291	105,291
Granville-Vance	063347626	292,724	292,724	Toe River	113345201	324,777	324,777
Greene	091564591	112,260	112,260	Transylvania	030494215	127,180	127,180
Guilford	071563613	655,764	655,764	Union	079051637	336,133	336,133
Halifax	014305957	144,583	144,583	Wake	019625961	1,223,122	1,223,122
Harnett	091565986	231,002	231,002	Warren	030239953	111,246	111,246
Haywood	070620232	156,534	156,534	Wayne	040036170	222,035	222,035
Henderson	085021470	213,728	213,728	Wilkes	067439950	164,024	164,024
Hoke	091563643	147,167	147,167	Wilson	075585695	176,767	176,767
Hyde	832526243	95,504	95,504	Yadkin	089910624	130,341	130,341
Iredell	074504507	279,239	279,239				

Activity 543	AA	1175 878A HH	Proposed Total	New Total
Service Period		01/20-05/31 2020-2021		
Payment Period		02/20-06/30		
01 Alamance	* 0	461,821	461,821	461,821
D1 Albemarle	* 0	1,094,620	1,094,620	1,094,620
02 Alexander	* 0	149,184	149,184	149,184
04 Anson	* 0	147,534	147,534	147,534
D2 Appalachian	* 0	417,666	417,666	417,666
07 Beaufort	* 0	158,029	158,029	158,029
09 Bladen	* 0	192,882	192,882	192,882
10 Brunswick	* 0	292,783	292,783	292,783
11 Buncombe	* 0	534,940	534,940	534,940
12 Burke	* 0	420,718	420,718	420,718
13 Cabarrus	* 0	558,819	558,819	558,819
14 Caldwell	* 0	263,100	263,100	263,100
16 Carteret	* 0	181,749	181,749	181,749
17 Caswell	* 0	156,661	156,661	156,661
18 Catawba	* 0	380,837	380,837	380,837
19 Chatham	* 0	480,553	480,553	480,553
20 Cherokee	* 0	130,094	130,094	130,094
22 Clay	* 0	104,510	104,510	104,510
23 Cleveland	* 0	243,924	243,924	243,924
24 Columbus	* 0	306,136	306,136	306,136
25 Craven	* 0	296,294	296,294	296,294
26 Cumberland	* 0	773,988	773,988	773,988
28 Dare	* 0	137,837	137,837	137,837
29 Davidson	* 0	486,755	486,755	486,755
30 Davie	* 0	185,324	185,324	185,324
31 Duplin	* 0	576,115	576,115	576,115
32 Durham	* 0	1,296,740	1,296,740	1,296,740
33 Edgecombe	* 0	241,567	241,567	241,567
D7 Foothills	* 0	426,748	426,748	426,748
34 Forsyth	* 0	1,234,016	1,234,016	1,234,016
35 Franklin	* 0	242,158	242,158	242,158
36 Gaston	* 0	474,330	474,330	474,330
38 Graham	* 0	100,930	100,930	100,930
D3 Gran-Vance	* 0	650,568	650,568	650,568
40 Greene	* 0	152,117	152,117	152,117
41 Guilford	* 0	1,337,228	1,337,228	1,337,228
42 Halifax	* 0	231,228	231,228	231,228
43 Harnett	* 0	373,967	373,967	373,967
44 Haywood	* 0	182,094	182,094	182,094
45 Henderson	* 0	373,155	373,155	373,155
46 Hertford		0	0	0
47 Hoke	* 0	264,571	264,571	264,571
48 Hyde	* 0	96,370	96,370	96,370
49 Iredell	* 0	420,037	420,037	420,037
50 Jackson	* 0	155,457	155,457	155,457
51 Johnston	* 0	561,906	561,906	561,906
52 Jones	* 0	111,626	111,626	111,626
53 Lee	* 0	377,569	377,569	377,569
54 Lenoir	* 0	251,141	251,141	251,141
55 Lincoln	* 0	223,490	223,490	223,490
56 Macon	* 0	180,211	180,211	180,211
57 Madison	* 0	114,975	114,975	114,975
D4 M-T-W	* 0	360,964	360,964	360,964
60 Mecklenburg	* 0	3,563,564	3,563,564	3,563,564
62 Montgomery	* 0	186,395	186,395	186,395
63 Moore	* 0	304,840	304,840	304,840
64 Nash	* 0	289,707	289,707	289,707
65 New Hanover	* 0	445,076	445,076	445,076
66 Northampton	* 0	178,980	178,980	178,980
67 Onslow	* 0	352,846	352,846	352,846

68 Orange	* 0	412,225	412,225	412,225
69 Pamlico	* 0	108,477	108,477	108,477
71 Pender	* 0	200,446	200,446	200,446
73 Person	* 0	157,266	157,266	157,266
74 Pitt	* 0	444,424	444,424	444,424
75 Polk	* 0	133,163	133,163	133,163
76 Randolph	* 0	580,039	580,039	580,039
77 Richmond	* 0	216,704	216,704	216,704
78 Robeson	* 0	601,478	601,478	601,478
79 Rockingham	* 0	236,095	236,095	236,095
80 Rowan	* 0	558,560	558,560	558,560
D5 R-P-M		0	0	0
82 Sampson	* 0	405,227	405,227	405,227
83 Scotland	* 0	169,002	169,002	169,002
84 Stanly	* 0	206,872	206,872	206,872
85 Stokes	* 0	175,162	175,162	175,162
86 Surry	* 0	285,808	285,808	285,808
87 Swain	* 0	116,122	116,122	116,122
D6 Toe River	* 0	341,239	341,239	341,239
88 Transylvania	* 0	134,111	134,111	134,111
90 Union	* 0	581,772	581,772	581,772
92 Wake	* 0	2,156,722	2,156,722	2,156,722
93 Warren	* 0	149,803	149,803	149,803
96 Wayne	* 0	771,365	771,365	771,365
97 Wilkes	* 0	383,669	383,669	383,669
98 Wilson	* 0	361,321	361,321	361,321
99 Yadkin	* 0	223,484	223,484	223,484
Totals		35,000,000	35,000,000	35,000,000

Sign and Date - DPH Program Administrator <i>J. M. [Signature]</i> 7/23/20	Sign and Date - DPH Section Chief <i>[Signature]</i> 07-23-20
Sign and Date - DPH Contracts Office <i>G. [Signature]</i> 7/23/2020	Sign and Date - DPH Budget Officer Patricia Ward Digitally signed by Patricia Ward Date: 2020.07.28 08:19:06 -04'00'

[Signature] 07/27/2020

Activity 543	AA	1175 878A HH	Proposed Total	New Total
Service Period		01/20-05/31 2020-2021		
Payment Period		02/20-06/30		
01 Alamance	* 0	-195,385	-195,385	266,436
D1 Albemarle	* 0	-204,048	-204,048	890,572
02 Alexander	* 0	-18,629	-18,629	130,555
04 Anson	* 0	-30,759	-30,759	116,775
D2 Appalachian	* 0	-45,921	-45,921	371,745
07 Beaufort	* 0	-17,763	-17,763	140,266
09 Bladen	* 0	-66,284	-66,284	126,598
10 Brunswick	* 0	-57,619	-57,619	235,164
11 Buncombe	* 0	-168,525	-168,525	366,415
12 Burke	* 0	-233,942	-233,942	186,776
13 Cabarrus	* 0	-247,372	-247,372	311,447
14 Caldwell	* 0	-84,912	-84,912	178,188
16 Carteret	* 0	-16,896	-16,896	164,853
17 Caswell	* 0	-41,590	-41,590	115,071
18 Catawba	* 0	-123,036	-123,036	257,801
19 Chatham	* 0	-311,922	-311,922	168,631
20 Cherokee	* 0	-9,098	-9,098	120,996
22 Clay	* 0	-2,167	-2,167	102,343
23 Cleveland	* 0	-48,955	-48,955	194,969
24 Columbus	* 0	-156,394	-156,394	149,742
25 Craven	* 0	-96,609	-96,609	199,685
26 Cumberland	* 0	-332,717	-332,717	441,271
28 Dare	* 0	-8,665	-8,665	129,172
29 Davidson	* 0	-218,779	-218,779	267,976
30 Davie	* 0	-49,821	-49,821	135,503
31 Duplin	* 0	-422,829	-422,829	153,286
32 Durham	* 0	-877,282	-877,282	419,458
33 Edgecombe	* 0	-95,743	-95,743	145,824
D7 Foothills	* 0	-125,202	-125,202	301,546
34 Forsyth	* 0	-745,581	-745,581	488,435
35 Franklin	* 0	-80,147	-80,147	162,011
36 Gaston	* 0	-150,329	-150,329	324,001
38 Graham	* 0	-1,733	-1,733	99,197
D3 Gran-Vance	* 0	-357,844	-357,844	292,724
40 Greene	* 0	-39,857	-39,857	112,260
41 Guilford	* 0	-681,464	-681,464	655,764
42 Halifax	* 0	-86,645	-86,645	144,583
43 Harnett	* 0	-142,965	-142,965	231,002
44 Haywood	* 0	-25,560	-25,560	156,534
45 Henderson	* 0	-159,427	-159,427	213,728
46 Hertford		0	0	0
47 Hoke	* 0	-117,404	-117,404	147,167
48 Hyde	* 0	-866	-866	95,504
49 Iredell	* 0	-140,798	-140,798	279,239
50 Jackson	* 0	-19,062	-19,062	136,395

51 Johnston	* 0	-260,369	-260,369	301,537
52 Jones	* 0	-10,831	-10,831	100,795
53 Lee	* 0	-223,112	-223,112	154,457
54 Lenoir	* 0	-100,942	-100,942	150,199
55 Lincoln	* 0	-43,756	-43,756	179,734
56 Macon	* 0	-51,987	-51,987	128,224
57 Madison	* 0	-1,299	-1,299	113,676
D4 M-T-W	* 0	-48,954	-48,954	312,010
60 Mecklenburg	* 0	-2,321,222	-2,321,222	1,242,342
62 Montgomery	* 0	-67,150	-67,150	119,245
63 Moore	* 0	-109,606	-109,606	195,234
64 Nash	* 0	-98,775	-98,775	190,932
65 New Hanover	* 0	-109,172	-109,172	335,904
66 Northampton	* 0	-67,150	-67,150	111,830
67 Onslow	* 0	-52,421	-52,421	300,425
68 Orange	* 0	-168,092	-168,092	244,133
69 Pamlico	* 0	-4,333	-4,333	104,144
71 Pender	* 0	-44,623	-44,623	155,823
73 Person	* 0	-24,694	-24,694	132,572
74 Pitt	* 0	-165,492	-165,492	278,932
75 Polk	* 0	-20,362	-20,362	112,801
76 Randolph	* 0	-337,482	-337,482	242,557
77 Richmond	* 0	-78,847	-78,847	137,857
78 Robeson	* 0	-372,140	-372,140	229,338
79 Rockingham	* 0	-48,955	-48,955	187,140
80 Rowan	* 0	-318,420	-318,420	240,140
D5 R-P-M		0	0	0
82 Sampson	* 0	-247,372	-247,372	157,855
83 Scotland	* 0	-41,156	-41,156	127,846
84 Stanly	* 0	-49,820	-49,820	157,052
85 Stokes	* 0	-35,958	-35,958	139,204
86 Surry	* 0	-118,270	-118,270	167,538
87 Swain	* 0	-10,831	-10,831	105,291
D6 Toe River	* 0	-16,462	-16,462	324,777
88 Transylvania	* 0	-6,931	-6,931	127,180
90 Union	* 0	-245,639	-245,639	336,133
92 Wake	* 0	-933,600	-933,600	1,223,122
93 Warren	* 0	-38,557	-38,557	111,246
96 Wayne	* 0	-549,330	-549,330	222,035
97 Wilkes	* 0	-219,645	-219,645	164,024
98 Wilson	* 0	-184,554	-184,554	176,767
99 Yadkin	* 0	-93,143	-93,143	130,341
Totals		-15,000,000	-15,000,000	20,000,000

Sign and Date - DPH Program Administrator <i>Andi Cameron for John Peoples</i> 08/07/20	Sign and Date - DPH Section Chief <i>Me Lu</i> 08-07-20
Sign and Date - DPH Contracts Office <i>Grensko Stuart</i> 8/7/2020	Sign and Date - DPH Budget Officer

SH 08/07/2020



GEM - Gentle Expert Memorycare

Description

GEM - Adult Day Services, Inc. provides a positive supportive environment for adults with memory loss, physical and mental disabilities and those in need of socialization. This community-based non-profit organization is dedicated to providing quality services to both participants and caregivers. GEM has been hit hard by the COVID-19 pandemic and is in need of \$10,000 in financial assistance in order to continue to provide this much needed service to our community.

Board Action Requested

Approve a \$10,000, one time grant to GEM, authorize Mgr and Finance Director to execute budget amendments from contingency or other appropriate fund, require GEM to abide by all county policies related to funding.

Item Presenter

Commissioner Rob Ross



Board Appointments

Description

The following Boards have appointments this month.

1. Dare County Center Advisory Board
2. Health and Human Services Board
3. 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.
Margaret 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 Margaret 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

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: *Susan Harman-Scott*

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

RESET FORM

1

**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 ZAPPA

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

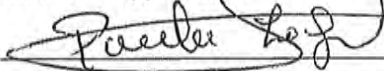
Expiration Date of Terms: _____

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: 

FOR OFFICE USE ONLY:

Date received: _____

Date forwarded to County Commissioners: _____



Health and Human Services Board

Description

See Attached Summary

Board Action Requested

Take Appropriate Action

Item Presenter

Robert Outten, County Manager

August 2020

BOARD APPOINTMENT

HEALTH AND HUMAN SERVICES BOARD

(Staggered/Four Year Term)

Serves as the policy-making, rule-making and administrative board of the consolidated human services agency. NCGS 153A-77 requires that “After the subsequent establishment of the Human Services Board, it’s Board shall be appointed by the Board of County Commissioners from nominees presented by the Human Services Board.”

The Health and Human Services Board voted to recommend the Commissioners reappoint Dr. Mark Grossman, Wally Overman and Alexis Hodges. Due to other commitments, Frank Hester declined reappointment. No recommendation to fill the vacancy at this time.

Applications have been received from:

Janine Sewell, George Carver, Jr., Staton Martin, Allen Moran and Chris Vlahos

Other Members: See attached list

HEALTH AND HUMAN SERVICES BOARD
(Staggered/Four Year Term)

The Health and Human Services Board serves as the policy-making, rule-making,
and administrative board of the consolidated human services agency.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Kevin Phillips 186 Scuppernong Road Manteo, NC 27954 216-5751 (H) 473-5801 (W) (Pharmacist Position)	9/22	Apptd. 9/14 Reapptd. 9/18
L'Tanya Murray 118 Raleigh Wood Dr. Manteo, NC 27954 423-1104 (H) 489-3629 (W) (At Large)	9/21	Apptd. 6/15 Reapptd. 9/17
Nicholas Kiouisis P.O. Box 35 Point Harbor, NC 27964 441-7064(W) 202-1354(H) (At Large)	9/22	Apptd. 9/13 Reapptd.9/14, 18
Dr. Mark Grossman 512 Pirates Way Manteo, NC 27954 423-0975 (Veterinarian Position)	9/20	Apptd. 3/16 Reapptd. 9/16
David Ryan 267 Mother Vineyard Road Manteo, NC 27954 475-1029 (Engineer Position)	9/21	Apptd. 9/13 Reapptd. 9/17
Dr. Daniel L. Jones 810 Back Bay Road Manteo, NC 27954 252-441-2000 (Optometrist Position)	11/23	Apptd. 11/19
Wally Overman 549 Skyco Road Manteo, NC 27954 473-3433 (H) 216-6042 (W) (At Large)	9/20	Apptd. 3/17

Dr. James Woodson 104 Alder Branch Road Manteo, NC 27954 305-4450 (H) 441-1319 (W) (Dentist Position)	9-23	Apptd. 11/15, 11/19
Alexis Hodges P.O. Box 29 Hatteras, NC 27943 986-2230 (H) 995-3900 (W) (Nurse Position)	9/20	Apptd. 9/13 Reapptd. 9/16
Christopher Roberts PO Box 161 Manteo, NC 27954 coastalcounseling@yahoo.com 473-7077 (H) 473-4727 (W) (Social Worker Position)	9/22	Apptd. 10/18
Christian Lige' 6066 Martin's Point Road Kitty Hawk, NC 27949 261-3849 (H) (Physician Position)	9/21	Apptd. 9/13 Reapptd. 9/17
Ashley Jackson PO Box 446 Hatteras, NC 27943 703-489-1898 (H) 252-489-6644 (W) jacksonas@daretolearn.org (At Large)	9/22	Apptd. 4/19
Tim Shearin 136 Cannon Trail Manteo, NC 27954 473-1730 (H) 475-9251 (W) (At Large)	9/23	Apptd. 11/13 Reapptd. 9/15, 11/19
Frank Hester P.O. Box 1068 Manteo, NC 27954 475-1964 (At Large)	9/20	Apptd. 11/13 Reapptd. 9/16
Kaye White 423 W. Villa Dunes Drive Nags Head, NC 27959 441-7062 (H) (At Large)	9/21	Apptd. 11/13 Reapptd. 9/17

Ervin Bateman
4148 Poor Ridge Road
PO Box 1127
Kitty Hawk, NC 27949
Ervin.bateman@darenc.com
216.6717 (C)
(Commissioner Rep.)

9/21

Apptd. 1/19

NOTES: Formed 9/13

MEETING INFO: 3rd Tuesday of Feb., April, June, Sept., and Nov.; 6:30 p.m. DSS Bldg.

CONTACT INFO: Tim Shearin, Chair

MEMBERS COMPENSATED: \$100 per meeting

09/14 - Kevin Phillips replaced Steve Evans
01/15 - Beverly Boswell appointed to fill unexpired term of Allen Burrus
06/15 - L'Tanya Murray filled unexpired term of Brant Murray
11/15 - Dr. James Woodson replaced Dr. J. Trahey Maner
03/16 - Dr. Mark Grossman filled unexpired term of Dr. Steven Samson
03/17 - Wally Overman appointed to fill unexpired term of Beverly Boswell
09/18 - Kevin Phillips and Nicholas Kiouis reappointed. Seeking applicants
to replace Tanya Barkley Graham and Mary E. Gray
10/18 - Christopher Roberts appointed to replace Tanya Barkley Graham (Social Worker Seat)
01/19 - Ervin Bateman replaced Bob Woodard
04/19 - Ashley Jackson appointed to fill vacant At Large Seat.
06/19 - Dr. Janet Riddick passed away
11/19 - Daniel Jones apptd. as optometrist, Tim Shearin and James Woodson reapptd.

REVISED 08/20

APPLICATION FOR APPOINTMENT TO DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice

Health and Human Services Board

2nd choice

3rd choice

Name Janine M. Sewell

Address 42190 Askins Creek Dr.

City/State/Zip Avon, NC 27915

Email Address ja9.sewell@gmail.com

Telephone: Cell – 540-376-2358

N/A _____

Business:

Resident of Dare County: yes ___ no

Occupation: Retired from Virginia Department of Social Services

Business Address:

Educational background:

Bachelors in Social Work, BSW, College Misericordia, Dallas, PA

Business and civic experience and skills:

Extensive Leadership experience with the Virginia Department of Social Services and community partners. Responsible and accountable to an Administrative Board of Social Services, Office of Executive Management and the State Department of Social Services.

State and Local human service policy-making through leadership positions on boards and committees instrumental in the development and implementation of Human Services policies, regulations and laws.

Resume is enclosed for additional information.

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

Currently volunteer for the Outer Banks Hotline, Inc. Previous extensive experience serving on government, community, faith based and executive Boards of Directors that extend over a period of 15 years. Please see resume for additional information.

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

Christen Gallik, Director, City of Fredericksburg Social Services, 608 Jackson St.,
Fredericksburg VA 22401 540-372-1032, x224 christen_gallik@dss.virginia.gov

Susan Clark, Retired Director of Galax Social Services and past President of the Virginia
League of Social Services Executives,
PO Box 184 Hillsville, VA 24343 276-233-4919

Elizabeth McNally, Executive Director, Safe Harbor Child Advocacy Center Virginia, P O
Box 56, Fredericksburg, VA 22404, 540-891-6280

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: 1/30/2020 Signature of applicant: Janine Sewell

FOR OFFICE USE ONLY:

Date received: 1/30/2020

Janine M. Sewell

42190 Askins Creek Dr., Avon, NC 27915
(540) 376-2358(c)
ja9.sewell@gmail.com

CAREER SUMMARY

- Extensive leadership experience with the Virginia Department of Social Services State and Local System with over 20 years of experience in increasingly responsible positions.
- Demonstrated executive-level skill set to include: innovative business process re-engineering, team development, quality service planning, strategic thinking, succession planning, personnel and employee development, and community collaboration.
- Expertise in organizational change management, media relations, and conflict resolution.
- State and local human service policy - making through leadership positions on boards and committees instrumental in the development and implementation of Human Services policies, regulations and laws.

PROFESSIONAL EXPERIENCE

REGIONAL DIRECTOR, Family Preservation Services,
Fredericksburg, VA March 2015-April 2016

- Lead a Behavioral Health organization to meet the needs of adults, families, youth and children in the community.
- Develop Mental Health services to meet community gaps in service
- Establish partnerships with community leaders to provide quality services
- Ensure quality case management, budget and finances to meet Medicaid requirements.
- Budget planning and sound financial management
- Human Resource development
- Marketing and securing relationships with referring agencies.

DIRECTOR, Prince William County (PWC) Department of Social Services
Manassas, VA October 2010 – October 2014

- Responsible and accountable to the Administrative Board of Social Services, Office of Executive Management and the State Department of Social Services Commissioner.
- Lead the organization based on the PWC vision, mission and values.

- Lead an organization of 311 diverse employees to provide mandated public assistance and safety services to the citizens of PWC.
- Responsible for Department of Juvenile Justice facilities and programs including: Juvenile Detention Center, Emergency Shelter Home and Pre-Trial Services.
- Responsible for Homeless Prevention Programs including: Homeless Shelter, Hypothermia Shelter, and participated on the Continuum of Care.
- Administered \$32 million annual operating budget in accordance with Federal, State and local policies.
- Executed, negotiated, and managed contractual agreements.
- Managed workforce in accordance with Federal, State and local employment laws and policies to maintain an effective workforce.

DIRECTOR, City of Fredericksburg Department of Social Services
Fredericksburg, VA. September 1999 – September 2010

- Responsible and accountable to the Administrative Board of Social Services, City of Fredericksburg City Manager and the State Department of Social Services Commissioner.
- Lead the organization based on vision, mission and strategic planning.
- Lead an organization of 40 diverse employees to provide the mandated public assistance and safety services to citizens of Fredericksburg.
- Initiated a learning map process to improve employee retention and to provide staff with the knowledge and skills to provide quality services to the customer.
- Developed and implemented Child and Family Service Program Best Practices model.
- Performed a business process review and implemented significant information system improvements to maximize organizational efficiency.
- Authored government and private grants to supplement funding for programs that addressed community service gaps.
- Instrumental in the development of regional approach to the Housing Voucher Program.
- Administered \$4 million annual operating budget in accordance with Federal, State, and local policies.
- Implemented Performance- Based Management system for all programs.
- Enhanced CSA Program performance through the development of a CSA Coordinator position and detailed policy audit.

PROJECT LEADER, Prince William County Department of Social Services,
Manassas, VA. September 1996-October 1999

- Lead the implementation of a new organizational change model designed to enhance employee satisfaction and customer service delivery.
- As a trained facilitator, held focused group sessions and provided employee coaching and team facilitation.

- Served as a key member of the Quality Management team.
- Developed Personnel policies and procedures in a Self -Directed Team System.
- Developed and implemented a 360 Feedback System of review as a member of the development team.
- Served as the liaison with Community Organizations.

AWARDS AND COMMENDATIONS

- Leadership Prince William, Class of 2013
- Leadership Fredericksburg, Class of 2016

BOARD AND COMMITTEE MEMBERSHIP

Representation on Government, Community, Faith Based Committees and Executive Boards of Directors to include: Comprehensive Services Act Community Policy Management Team, Continuum of Care (both in Fredericksburg and PWC), Healthy Families, Boys and Girls Club, Mary Washington Hospital Foundation, Rappahannock Area Health Center, Thurman Brisben Center, PWC Coalition of Human Services, Workforce Investment Board, Virginia League of Social Services Executives, Virginia Association of Local Human Services Officials, Local Food Council, and the Virginia Supreme Court Best Practice Team.

CORE COMPETENCIES

Integrity/Honesty	Flexibility	Budget Development
Interpersonal Skills	Problem Solving	Political Skills
Continual Learning	Self Starter	Influencing/Negotiating
Resilience	Team Building	Public Speaking
Oral Communication	Strategic Thinking	Developing Others
Written Communication	Accountability	Entrepreneurship

EDUCATION

BSW, BACHELOR IN SOCIAL WORK,
College Misericordia, Dallas, PA

December 1982

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 Health and Human Services Board

2nd choice Youth Council

3rd choice Transportation Advisory Board

Name George Carver Jr

Address 110 Scarborough St

City/State/Zip Manteo NC 27954

Email Address DareminorityCoalition@gmail.com

Telephone Home: 305-8671

Business: 564-5140

Resident of Dare County: yes no

Occupation: Business owner / Cook / Construction

Business Address: Manteo, NC 27954 ; Nags Head
5000 S. Croatan Hwy

Educational background:
3yrs North Carolina Central Un. 1yr Piedmont Co. College
1yr CCA Manteo Grad. 98

Business and civic experience and skills:
Owner of George's Dome Home Inc.; Hosted
Meet the Candidates w/ Dare Minority Coalition Inc.
Oct. 18 2018

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

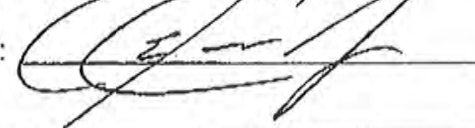
Executive Director of Dare Minority Coalition Inc
Founder & Owner of George's Dome Homes Inc

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
Betty Selby	Bus.'s operation manager	Agona St.	480-8888 ext. 1916
Lendell Ferguson	Ret. Marine Vet.	Sir Walter Raleigh St.	619-676
L'Tanya Murray	Principle	Raleigh Wood Dr	423-1104

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: 1/24/19 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 1-24-19

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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Advisory Board or Committee interested in:

1st choice Health and Human Services Bd mbr.

2nd choice _____

3rd choice _____

Name J. Staton Martin

Address 115 Elizabeth Dr.

City/State/Zip Manteo, NC

Email Address Staton@jstatonco.net

Telephone Home: 252-473-5290

Business: 252-423-0501

Resident of Dare County: yes no

Occupation: Real Estate - Property Management and Sales

Business Address: 115 Elizabeth Dr. Manteo, NC

Educational background:

1965 Graduate of Rose High - Greenville NC

1971 Graduate of Barton College - AB Social Studies

Business and civic experience and skills:

member Manteo Rotary Socy held all officer positions

member Rocky Mt Optimists

Member Nashville NC. Lions Club

Pres - American Institute of Boxing - Rocky Mt NC

Boy Scout Troop 105 Manteo, Committee Chair

Mount Olive United Methodist Church - various committees

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

Service in various capacities
at Mount Olivet United Methodist Church

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>Malcolm Fearing Self</u>	<u>Self</u>	<u>airport rd</u> <u>Manteo, NC</u>	<u>305-8596</u>
<u>Jim Shoain</u>	<u>Retired</u>	<u>Cannongate</u> <u>Manteo, NC</u>	<u>216-0260</u>
<u>Bobby Harrell</u>	<u>Real Estate</u>	<u>1183 Burnside</u> <u>Manteo, NC</u>	<u>441-7887</u>

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

Date: 6-20-2018 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 6-20-18

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 Planning Board 4.) Board of Adjustment

2nd choice ABC Board 5.) Equalization & Review

3rd choice Tourism Board 6.) Health & Human Services

Name Allen Moran

Address 381 Mother Vineyard Rd

City/State/Zip Manteo, NC 27954

Email Address allenm@darenc.com

Telephone Home: (252) 423-1309

Business: (252) 475-9222

Resident of Dare County: yes no

Occupation: Police Officer / Real Estate Broker / Restaurateur

Business Address: 7623 S. Virginia Dare Trl Nags Head, NC

Educational background:

NC licensed real estate broker, NC Justice Academy,

College of the Albemarle

Business and civic experience and skills:

Rotary International Community Service Chair (Manteo, 2012),

U.S. Restaurant Association Board Member

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

NCDOT Board, Roanoke Island Community Center,
Albemarle Regional Planning Organization,
Peanut Belt Regional Planning Organization

REFERENCES

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

Name	Business/Occupation	Address	Telephone
<u>RV Owens</u>	<u>Self-Employed</u>	<u>Manteo, Nc</u>	<u>216-8079</u>
<u>Doog Daughtie</u>	<u>Sheriff (Dare)</u>	<u>KDH, Nc</u>	<u>216-9898</u>
<u>Marc Basnight</u>	<u>Retired</u>	<u>Manteo, Nc</u>	<u>216-6703</u>

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

Date: 02/02/2016 Signature of applicant: *Ally M*

FOR OFFICE USE ONLY:

Date received: _____

APPLICATION FOR APPOINTMENT TO
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

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

Advisory Board or Committee interested in:

1st choice Department of Health & Human Services

2nd choice _____

3rd choice _____

Name Chris Vlahos

Address Po Box 1427

City/State/Zip ki Hy Hawk, NC 27949

Email Address chris@barefootbernie's.com

Telephone Home: 561-313-6314

Business: 252-261-1008

Resident of Dare County: yes no

Occupation: owner (restaurant)

Business Address: 3730 N. Croatan Hwy

Educational background:

graduate Manteo High School

3 year college East Carolina University

Business and civic experience and skills:

owner Barefoot Bernie's 15 years

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

N/A

REFERENCES

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

Name	Business/Occupation	Address	Telephone
DAVID HINES	contractor		(252) 573-9547
DAVID JOYNER	Mortgage lender		(252) 599-1714
NICK KIOUSIS	restaurant owner		(252) 202-1354

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

Date: 6/23/20 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: _____



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



Closed Session

Description

Closed Session pursuant to:
NCGS 143-318.11(a)(3) consult with the attorney in order to preserve the attorney-client privilege including the matter of the opioid lawsuit.

The Board will also approve previous Closed Session Minutes.

Board Action Requested

Approve Going Into Closed Session

Item Presenter

Robert Outten, County Manager