

Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET

Meeting Date: April 1, 2019
Presenter: Hyde Soil & Water Conservation District – Allie Mulligan
Attachment: Yes

ITEM TITLE: Hyde County Swan Quarter Flood Control Design Study Contract with NC Department of Environmental Quality Division of Coastal Management

SUMMARY: An application to the North Carolina Department of Environmental Quality Division of Coastal Management NC Local Planning and Management Grant Program was drafted by the Hyde Soil & Water Conservation District and County of Hyde Water and Flood Control Coordinator to be administered by the Hyde Soil & Water Conservation District. The purpose of the proposed project is the completion of a flood control design study for the town of Swan Quarter. The study will include engineered plans to address the installation of a stationary pump in the town to remove storm-related rainfall that is retained in the community due to the town dike.

At the September 25, 2018 Hyde Soil & Water Conservation District Board Meeting, the Board of Supervisors approved the submission of the application by the Hyde Soil & Water Conservation District to the NC Department of Environmental Quality Division of Coastal Management for the NC Local Planning and Management Grant Program for a Swan Quarter Flood Control Design Study in the amount of \$13,500 with a \$1,500 cash match from the Swan Quarter Watershed Assessment Fund (Fund 72) (Attachment A).

At the March 5, 2019 Swan Quarter Watershed Steering Committee meeting, the Committee approved the amount of \$1,500 cash match to be drawn from the Swan Quarter Watershed Assessment Fund (Fund 72). The Committee also approved that the District Resource Specialist for the Hyde Soil & Water Conservation District be the appointed point of contact (Attachment B).

The County of Hyde was awarded the NC Local Planning and Management Grant in the amount of \$13,500 with a \$1,500 cash match contingent upon the signing of the contract documents by all parties and a passed resolution by the County of Hyde to execute the Swan Quarter Flood Control Study Planning and Management Grant Contract adhering to all guidelines set forth in the grant contract (Attachment C). Additionally, a project budget ordinance is required.

RECOMMEND:

Approval of resolution authorizing local government execution of the Hyde County Swan Quarter Flood Control Design Study Local Planning and Management Grant contract.

Approval of project budget ordinance outlining revenues and resources anticipated to be available to complete program activities.

**RESOLUTION AUTHORIZING LOCAL GOVERNMENT EXECUTION OF
Hyde County Swan Quarter Flood Control Study PLANNING & MANAGEMENT GRANT CONTRACT**

MINUTES OF A REGULAR MEETING OF THE **Board of Commissioners** of **County of Hyde**, North Carolina.

A regular meeting of the **Board of Commissioners** of the **County of Hyde** was held in the **Hyde Government Center**, the regular meeting place, on _____ (**Month, Day, Year**). There were _____ (**number**) of **Commissioners** present.

The **Board of Commissioners** was advised that a proposed contract between the **County of Hyde** and the North Carolina Department of Environmental Quality (DEQ) for the provision of Planning & Management grant funds was presented for the project known as **Hyde County Swan Quarter Flood Control Design Study** (grant application approved by the Hyde Soil & Water Board of Supervisors at their September 25, 2018 meeting (Attachment A)) and discussed; that, under the terms of the said contract, the **County of Hyde** will pay a total of **\$1,500** as its local share of the total project costs, to be paid out of the **Swan Quarter Watershed Assessment Fund (Fund 72)** as approved by the Swan Quarter Watershed Steering Committee at their March 5, 2019 meeting (Attachment B).

BE IT RESOLVED, BY THE **Board of Commissioners** of the **County of Hyde**:

497143640) That the contract between the **County of Hyde** and the North Carolina Department of Environmental Quality be and the same is hereby approved.

497143641) That the **Hyde Soil & Water Conservation District (appointed point of contact being the District Resource Specialist)**, **County Manager**, and the **Clerk** be and they are hereby authorized to sign and execute the said contract for and on behalf of the **County of Hyde** and forward the same to the North Carolina Department of Environmental Quality.

497143642) That upon final execution, a copy of said contract be filed with the minutes. Upon motion of _____ (**Commissioner**), seconded by _____ (**Commissioner**), said resolution was _____ (**passed/not passed**) _____ (**unanimously/nonunanimously**).

I, _____, Clerk of the **County of Hyde**, North Carolina do hereby certify that the foregoing is a true copy of so much of the proceedings of the **Board of Commissioners** at a meeting held on **April 1, 2019** as related to the contract between the **County of Hyde** and the North Carolina Department of Environmental Quality, relative to the Planning & Management Flood Mitigation Plan project for the **County of Hyde**, North Carolina.

WITNESS my hand and the corporate seal of the said **County of Hyde**, North Carolina this the _____ day of _____, 20____.

(SEAL)

(Clerk Signature)

(Contact your local DCM District Planner for a digital copy of this document.)

ver: 1/2016

Hyde County – North Carolina Department of Environmental Quality Division of Coastal Management

North Carolina Local Planning and Management Grant Program

2018-2019 Award for North Carolina Local Planning and Management Grant Program

Project Budget Ordinance

April 1, 2019

Be it ordained by the Hyde County Board of Commissioners that the following North Carolina Department of Environmental Quality Division of Coastal Management North Carolina Local Planning and Management Grant Program (Coastal Zone Management Administration CFDA No. 11.419) Swan Quarter Flood Control Design Study project ordinance is hereby adopted:

Section 1: The project authorized is The Swan Quarter Flood Control Study through the The North Carolina Department of Environmental Quality Division of Coastal Management North Carolina Local Planning and Management Grant Program (Coastal Zone Management Administration CFDA No. 11.419) identified as the North Carolina Local Planning and Management Grant 2018-2019 Cycle funds. The purpose of the project is to complete a flood control design study for the town of Swan Quarter. The study will include engineered plans to address the installation of a stationary pump in the town to remove storm-related rainfall that is retained in the community due to the town dike.

Section 2: Hyde County and the Hyde Soil & Water Conservation District Staff are hereby directed to proceed with the grant contract within the terms of the grant document(s), the rules and regulations of the North Carolina Department of Environmental Quality Division of Coastal Management pursuant to the North Carolina Local Planning and Management Grant Program (Coastal Zone Management Administration CFDA No. 11.419), and the budget contained herein.

Section 3: The following revenues and resources are anticipated to be available to complete the program activities:

NC Department of Environmental Quality Division of Coastal Management: NC Local Planning and Management Grant Program 2018-2019 Cycle Fund:	\$ 13,500.00
Swan Quarter Watershed Assessment Fund (Fund 72)	\$1,500.00
Total:	<u>\$15,000.00</u>

Section 4: The following amounts will be disbursed from the North Carolina Local Planning and Management Grant Program 2018-2019 Cycle Fund as requested for program activities:

See Attachment D of DEQ Contract 7815 for timeline and budget \$13,500.00

Section 5: The following amounts will be disbursed from the Swan Quarter Watershed Assessment Fund (Fund 72) as requested for program activities:

See Attachment D of DEQ Contract 7815 for timeline and budget \$1,500.00

Section 6: Copies of this grant program ordinance shall be made available to the Grant Finance Officer for direction in carrying out this program.

Adopted this the 1st day of April, 2019

Earl Pugh, Jr. Chairman

Hyde County Board of Commissioners

ATTEST:

Lois Stotesberry, Clerk to the Board

7/11/2018 4

MINUTES
Of
Hyde Soil and Water Conservation District
Held at: The Hyde Government Center in Swan Quarter, NC 27885

Meeting Number 1

Date: September 25, 2018

Supervisors Present:

**J.W. Spencer
Chad Spencer
Daren Hubers
Darren Armstrong**

Others Present:

**Daniel Brinn
Debbie Cahoon
Allie Mulligan
Amy Halker**

The meeting was called to order by J. W. Spencer, Chairman.

Minutes of meetings held June 5, 2018 was presented for Board review. A motion to accept the minutes as presented was made by Chad and the motion was seconded by Darren. The motion carried.

Next, the meeting agenda was presented with amendments to include 2018 North Carolina Agriculture Cost Share Contracts for Board approval. A copy of those contracts was provided to the board to be included in the agenda packets. Chad moved to accept the amended agenda and Darren seconded his motion and the motion was approved.

The first item of business, was Board review of Budget Expenditures for August. Debbie reported that all budget line items were within their limits. Debbie also provided a copy of the balance sheet for the CREP Stewardship Endowment Funds that reflected a balance of \$15,024.21 as of 9/20/18.

The next item of business, was the North Carolina Agriculture Cost Share Program update. Allie presented the District's 2018-2019 Program Year allocation for the North Carolina Agriculture Cost Share Program (NCACSP) in the amount of \$37,169.00. The allocation for the Technical Assistance portion was in the amount of \$25,500.00 for salary and \$1,320.00 for operating expenses. She reported the District received an allocation for Program 2018- 2019 for the Agriculture Water Resources Assistance Program (AgWRAP) in the amount of \$7,500.00. Debbie presented the matching funds request in the amount of \$3,600.00 for Board signatures.

Allie presented the following North Carolina Agriculture Cost Share contracts for Board approval:

- Clayton Farms, Inc. – Cover Crop #48-2018-001
- Boerema Dairy Inc. – Cover Crop #482018-002
- Isaac Boerema – Land Smoothing & Cover Crop #48-2018-003
- Waylon Clarke – Water Control Structure #48-2018-004
- G & M Farms – Land Smoothing #48-2018-005

Darren made a motion to accept the contracts as presented and Chad seconded the motion and the motion carried.

Allie presented the following Request for Payment for board approval:

- North Lake Farms LLP for a Water Control Structure #48-2016-006 in the amount of \$1736.00.

Darren made a motion to accept the Request for Payment as presented and motion was seconded by Chad and the motion carried.

Next, Allie presented to the Board a spreadsheet that included applicant name, date application taken, BMP, acreage amount, cost share percentage, cost share dollars, priority ranking points, and priority application ranked of all current applications taken from the District, among those applications were the applications taken last year that were not funded. That sheet is included with these minutes as (Attachment A). Allie share with the Board that among the applications taken one was taken for Precision Agrichemical Application which was not included as a priority in Districts 2019 NCACSP Annual Strategy Plan. Allie outlined the BMP to the Board and after Board discussion, Darren made a motion to keep the District priorities the same for this year. The motion was seconded by Chad and the motion carried. Allie also shared with the Board that applicants not funded last year would not out rank new applicants, she shared with them that federal EQIP applicants not funded received an additional 5 points to keep their applications active for the next year. Darren made a motion to award North Carolina Agriculture Cost Share applicants 5 points for every year their application is not funded. The motion was seconded by Chad and the motion carried.

Next, Allie presented the North Carolina Agriculture Cost Share applications included on the spreadsheet an included in these minutes as a matter of record. In this batching period the Districts' strategy plan states that up to 4 applications can be approved with 15% being held back for the next batching period in December. Allie presented the following applications for board approval:

- John Burleson (New Farmer) 110 ranking points for 250 acres in Nutrient Management (3year) \$4,500.00
- Waylon Clarke (new Farmer) 90 ranking points for 1 Water Control Structure in the amount of \$1,983.23
- Britt Hog Farms (New Applicant) 90 ranking points for 4 Water Control Structures in the amount of \$18,514.76
- Edward Boerema 80 ranking points for 1 Water Control Structure in the amount of \$2,353.11

Darren made a motion to approve the applications as presented and the motion was seconded by Chad and the motion carried.

In the next item of business, Daniel reported that he and Allie had conducted site visits and prepared an application in the amount of \$276,944.00 covering approximately 21 miles on the Mattamuskeet Watershed. Daniel submitted that application to the North Carolina Division of Soil and Water Conservation for consideration in their next phase of stream debris funds.

In the next item of business, Debbie reported that the District had completed the Environmental Assessment and Hazardous Material Checklist as part of the document requirements for The North Carolina Agriculture Development and Farmland Preservation Program. This is 210 acres of land located in Swan Quarter Township and owned by J. W. & Kathy Spencer.

Next, Allie shared with the Board a letter received from the North Carolina Division of Soil and Water Conservation concerning a Conservation Reserve Enhancement Program (CREP) addressed to Raymond Meiggs (deceased) concerning a minor non-compliance issue related to the CREP easement on Mr. Meiggs property. Chad Spencer farms this land and he said that he had contacted Kent Vaughn with the CREP Program about this issue and that it was taken care of. A copy of the letter has been placed in the cooperator CREP file # CO48006912 as a matter of record.

Next, Allie presented a NC Division of Coastal Management & Local Planning & Management grant application for 2018-2019 for Board approval. Allie reported that she and Daniel had worked on this grant application and it was to include the permitting process and engineering specifications for a stationary pump in the village of Swan Quarter on Main Street Canal in the amount of \$15,000.00 with a \$1,500.00 match coming from the Swan Quarter Watershed Assessment funds. After Board review of the grant application Chad made a motion to accept the application as presented and Daren seconded the motion and the motion carried.

A copy of an email from David Williams was available for Board review. The Division was requesting Florence Watershed Recovery needs from the District for non-field farm road repair and agricultural pond repair. Needs assessment needs to be submitted by October 2, 2018. Allie and Daniel are working on getting those estimates and getting it submitted to the Division by October 2, 2018.

Next, Debbie presented the 2019 Hyde Soil & Water Conservation Business Plan for Board approval. Daren made a motion to accept the business plan as presented. The motion was seconded by Darren and the motion carried.

In the next item of business, Debbie presented the District 2017-2018 Annual Report for Board approval. Chad made a motion to accept the annual report as presented the motion was seconded by Daren and the motion carried.

Next, Amy Halker gave a Natural Resources Conservation Service update. Amy introduced herself to the Board and shared with the Board that she had accepted the vacancy that Rodney had filled prior to his retirement. Amy is now our Acting Supervisory Soil Conservationist for Team 14. Amy shared that the EQIP sign up deadline was November 2, 2018. Amy shared that most cooperators were signing up for water control structures, tide ages, cover crop and nutrient management. Amy shared that if the District had cooperators not funded through our cost share program to check with them to see if they were interested in making an application through EQIP. Amy recapped with the Board the strategies identified at the Local Workgroup Meeting in August. Amy commented that they were still awaiting on what was going to happen with the Farm Bill and will be keeping us updated.

In the next item of business, was Board review of the Division updates. Debbie directed the Board of Supervisors to the Division updates in their packets for review.

Next, staff activity reports were given. Allie reported that she had been completing pending 2018 contracts and getting them prepared for Board approval. She reported that she had been taking applications for the 2019 Cost Share Program and had been working with Anthony on construction checks for request for payments. Allie reported that she had attended the Conservation Employee Training in August and had completed Soil Health and Sustainability tract. She reported that she would be attending the Nutrient Management & RUSLE Plat Training in October and December. Allie prepared and completed the North Carolina Division of Coastal Management Local Planning and Management Grant application for Board Review.

Hyde SWCD
September 25, 2018
Page 5

Debbie reported that she had attended the Conservation Employee Training and had completed the, "All about Water and Share Fair" through the Education Tract and Effective Communication and Document Retention on the Managerial tract. She had attended the Area V Education Committee meeting and was serving on the State Envirothon Test Committee. Debbie reported she continues to work on the ADFP grant award securing documents and submitting budget and progress reports to the North Carolina Department of Agriculture. She reported that she had been completing administrative tasks such as the development of the 2018 Business Plan and preparing the Annual Report.

Chad made a motion to adjourn the meeting. The motion was seconded by Daren and the motion carried.

The next meeting will be scheduled at a later date.

Signed: Earl O'Neal
State Soil & Water Conservation Commission, DENR
1614 Mail Service Center, Raleigh, NC 27699-1614

Attachment A Motion Review / 2nd Chud

Motion approved

Applicant	Date Taken	Practice	Acreage/Amount	Cost Share %	Cost Share \$	Priority Ranking Points	Priority Rank	Notes	Fund per Ranking?	Fund Amount
Edward Boerema	09/20/17	Cover Crop	150 Acres	100% 75-100%	\$6,000.00	60? 65	5	prior year app/determine BMP ranking	Yes (Dec)	\$6,000.00
Edward Boerema	09/20/17	Land Smoothing	40 Acres	100% 75-100%	\$7,500.00	50? 55	12	prior year app/determine BMP ranking	No	\$0.00
Wade Hubers	09/27/17	Cover Crop	150 Acres	100% 75-100%	\$6,000.00	60? 65	6	prior year app/determine BMP ranking	Partial (Dec)	\$3,817.90
Tooley Farms	10/06/17	Cover Crop	150 Acres	75.00%	\$6,000.00	60? 65	7	prior year app/determine BMP ranking	No	\$0.00
Tunnell Farms	08/08/18	Land Smoothing	40 Acres	75.00%	\$7,500.00	50	13		No	\$0.00
John Burleson	08/30/18	Land Smoothing	40 Acres	90.00%	\$9,000.00	60	8	new farmer	No	\$0.00
John Burleson	09/07/18	Precision Agrichemical Application	Tier 1 and Tier 2	90.00%	\$5,040.00	10?	16	new farmer/determine BMP ranking for precision ag application	No	\$0.00
Waylon Clarke	09/19/18	Water Control Structure	1 WCS	90.00%	\$1,983.23	90	2	new farmer	Yes (Sept)	\$1,983.23
John Burleson	09/20/18	Nutrient Management (3 year total)	250 Acres	90.00%	\$4,500.00	110	1	new farmer	Yes (Sept)	\$4,500.00
Britt Hog Farms	09/20/18	Land Smoothing	40 Acres	75.00%	\$7,500.00	60	9	new applicant	No	\$0.00
Britt Hog Farms	09/20/18	Water Control Structure	4 WCSs	75.00%	\$18,514.76	90	3	new applicant	Yes (Sept)	\$18,514.76
Edward Boerema	09/24/18	Water Control Structure	1 WCS	75.00%	\$2,353.11	80	4		Yes (Sept)	\$2,353.11
Boerema Dairy	09/24/18	Land Smoothing	40 Acres	75.00%	\$7,500.00	50	14		No	\$0.00
Boerema Dairy	09/24/18	Cover Crop	150 Acres	100.00%	\$6,000.00	60	10		No	\$0.00
Isaac Boerema	09/24/18	Land Smoothing	40 Acres	75.00%	\$7,500.00	50	15		No	\$0.00
Isaac Boerema	09/24/18	Cover Crop	150 Acres	100.00%	\$6,000.00	60	11		No	\$0.00
				total requested:	\$108,891.10					
										total to fund: \$37,169.00

\$37,169 total available to fund
 \$31,593.65 total to fund in September (85%)

**DRAFT****DRAFT MINUTES****MINUTES**

Of

West Quarter & Swan Quarter Watershed Steering Committee
Held at: The Hyde Government Center in Swan Quarter, NC 27885

Meeting Number 3

Date: March 5, 2019

Members Present:

Kelly Davis
Dick Tunnell
Hiatt Cahoon
Tony Carawan
C. W. Cahoon
Karen Dunbar
Josh Gibbs

Others Present:

Daniel Brinn
Debbie Cahoon

The meeting was called to order by Tony Carawan, Steering Committee Chairman.

The first item of business was review of the minutes taken at the November 27, 2019 meeting. After Board review of the minutes, Josh made a motion to approve minutes as presented, the motion was seconded by Dick and the motion carried.

Next, was the Swan Quarter Watershed Budget update. Debbie reported that the budget figures were not available at this time. She reported that the finance department was having computer issues. Debbie will provide a copy of budget when it is available.

The next item of business was review of the Main Street Canal Flood Control Study grant award to conduct a study on the feasibility of putting stationary pump at the structure on Main Street Canal. The grant award of \$13,500.00 requires a \$1,500.00 match from the County. The committee reviewed the contract and Dick made a motion that the Swan Quarter Watershed Assessment Fund provide the \$1500.00 match and the motion was seconded by C.W. and the motion carried. The contract also requires a point of contact for the study. Dick made a motion to appoint Allie Mulligan, District Resource Specialist for Hyde Soil & Water Conservation District as the point of contact on the project. The motion was seconded by C.W. and the motion carried.

Next, was an update on replacing gates on the structures on West/Quarter/Double & Bay. Daniel reported that Doug was waiting on metal to construct custom flange pieces for gates and once that was complete additional gates will be ready for installation.

Next, was update on the next phase of the Stream Debris Removal application for funding. Daniel reported that the County has received \$184,025.00 in additional funding for stream debris removal and that the Hyde Soil & Water Conservation District Supervisors



DRAFT

Swan Quarter Steering Committee
Page 2
May 31, 2017

approved individual bids from Stephen Nixon for 25 identified streams at their February 26th, 2019 meeting. Daniel reported that the Scope of Work can be revised to include streams that may be identified as more severely impacted than others.

In the last item of business, was discussion of the operation and maintenance of the Swan Quarter Watershed. The committee discussed the high traffic volume on the dike and the need for constant replacement of earthen fill that there is a need for signage and restricting access to the dike to only permitted landowners at all access points. The committee discussed this issue at length but did not take an action at this time. The consensus of the committee was to move forward with seeking bids for identified maintenance issues found during the annual dike inspection.

Dick made a motion to adjourn the meeting to depart for the Annual Dike Inspection Tour. The motion was seconded by C.W. and the motion carried.

The following Committee members conducted the Annual Dike Inspection: Daniel Brinn, Tony Carawan, Hiatt Cahoon, Karen Dunbar, Kelly Davis, C.W. Cahoon and Dick Tunnell. The following maintenance items were noted on the inspection:

- Lupton Farm- many potholes
- Hoover Farm- 1 pothole 100 yards from pump
- Trash Dump entry – 1 pot hole near road
- Tiny Oak gate entry – pine tree outside, pot holes, pot holes past Carawan's pump on Farrow Road
- Large area needing fill in front of Matt Mason's house
- Tree Removal behind Chad Spencer's house
- Flood gate leaking at West Quarter (Daniel removed debris from gate after tour)
- Large tree between Quarter and West Canal needs removing
- Large tree between Quarter and Double needs removing
- Tree just pass Double heading East
- Gate leaking at Double Canal (issue addressed)
- Honey to Bay the road is in a mess (Arch) unable to drive down it
- Five pine trees need cutting on the corner of the Little Larry Lot

Respectfully submitted by:

Josh Gibbs, Secretary for West/Quarter SQ Watershed Committee

Date _____

**GRANT CONTRACT NO. 7815
Hyde County Swan Quarter Flood Control Study**

STATE OF NORTH CAROLINA
COUNTY OF WAKE

SUBGRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **0308

**North Carolina Department of Environmental Quality
Financial Assistance Agreement**

This financial assistance agreement is hereby made and entered into this **15th day of March, 2019** by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and the **HYDE COUNTY** (the "Subgrantee"). The assistance provided to the Subgrantee hereunder is a second-tier subaward of funding made available to the Department under the following Federal grant:

Federal Agency:
CFDA No.: 11.419
FAIN No.: NA17NOS4190066

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

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

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

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

GRANT CONTRACT NO. 7815
Hyde County Swan Quarter Flood Control Study

4. **Contract Period.** This Agreement shall be effective from **15th day of March, 2019** to **14th day of March 2020**, inclusive of those dates.

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

6. **Department's Duties.** The Department shall pay the Subgrantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

7. **Total Award Amount.** The total amount of award funds paid by the Department to the Subgrantee under this Agreement shall not exceed **THIRTEEN THOUSAND FIVE HUNDRED DOLLARS (\$13,500.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Federal Grant	Coastal Zone Mgmt Administration	11.419

GRANT CONTRACT NO. 7815
Hyde County Swan Quarter Flood Control Study

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$13,500.00	1601	53424	162562541818

Subgrantee Matching Information:

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

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

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

	In-Kind	\$
X	Cash	\$1,500.00
	Cash and In-Kind	\$
	Other / Specify:	\$

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

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

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

Reimburse after all local cash match has been expended and documentation has been approved by the Contract Administrator. Reimburse actual invoices submitted with a minimum 10% of DEQ Contract.

- 9. Subgrantee's Fiscal Year.** The Subgrantee represents that its fiscal year is from **July to June**.
- 10. Availability of Funds.** The Subgrantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.

GRANT CONTRACT NO. 7815
Hyde County Swan Quarter Flood Control Study

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

Subgrantee Contract Administrator	Department's Contract Administrator
Allie Mulligan, Direct Resource Specialist Hyde County PO Box 264 Swan Quarter, NC 27885 Telephone: 252-926-5291 Fax: 252-926-3701 Email: amulligan@hydecountync.gov	Rachel Love-Adrick NC Division of Coastal Management 400 Commerce Ave Morehead City, NC 28557 Telephone: 252-808-2808 Email: rachel.love-adrick@ncdenr.gov

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

GRANT CONTRACT NO. 7815
Hyde County Swan Quarter Flood Control Study

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

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

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

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

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

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

THIS SPACE INTENTIONALLY BLANK

GRANT CONTRACT NO. 7815
Hyde County Swan Quarter Flood Control Study

IN WITNESS WHEREOF, the Subgrantee and the Department execute this Agreement in two (2) originals, one (1) to be retained by the Subgrantee and one (1) to be retained by the Department, the day and year first above written.

HYDE COUNTY

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____
Subgrantee's Signature

By _____
Signature of Department Head or Authorized Agent

Printed Name and Title

Tommy Kirby, Purchasing Director
Printed Name and Title

Organization

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

FORM CD-450 (REV 01/09)		<input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT	
U. S. DEPARTMENT OF COMMERCE		AWARD NUMBER	
FINANCIAL ASSISTANCE AWARD		NA15NOS4190091	
RECIPIENT NAME ENVIRONMENT AND NATURAL RESOURCES, NORTH CAROLINA DEPARTMENT OF			
STREET ADDRESS 512 N SALISBURY ST		FEDERAL SHARE OF COST \$2,419,000.00	
CITY, STATE, ZIP CODE Raleigh NC 27604-1170		RECIPIENT SHARE OF COST \$1,996,000.00	
AWARD PERIOD 07/01/2015-12/31/2016		TOTAL ESTIMATED COST \$4,415,000.00	
AUTHORITY 16 U.S.C. 1455, 1455a, 1456b			
CFDA NO. AND PROJECT TITLE 11.419 Implementation of Coastal Zone Requirements (Section 306) and Enhancement Program (Section 309)			
<p>This award offer approved by the Grants Officer constitutes an obligation of Federal funding. By accepting this award offer, the Recipient agrees to comply with the award Terms and Conditions checked below. If this was a paper issued award offer, please send two signed documents to the Grants Officer and retain one set of signed award documents for your files. If this award offer is not accepted without modification within 30 days of receipt, the Grants Officer may unilaterally withdraw this award offer and de-obligate the funds.</p>			
<input checked="" type="checkbox"/> Department of Commerce Financial Assistance Standard Terms and Conditions <input type="checkbox"/> Government Wide Research Terms and Conditions <input checked="" type="checkbox"/> Bureau Specific Administrative Standard Award Conditions <input checked="" type="checkbox"/> Award Specific Special Award Conditions <input checked="" type="checkbox"/> Line Item Budget <input type="checkbox"/> 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit, and Commercial Organizations <input type="checkbox"/> 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to States and Local Governments <input type="checkbox"/> OMB Circular A-21, Cost Principles for Educational Institutions <input type="checkbox"/> OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments <input type="checkbox"/> OMB Circular A-122, Cost Principles for Non-Profit Organizations <input type="checkbox"/> 48 CFR Part 31, Contract Cost Principles and Procedures <input type="checkbox"/> OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations <input type="checkbox"/> Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements REF: 79 FR 75871 (December 19, 2014) <input checked="" type="checkbox"/> Other(s) Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (REF:79 FR 78390 DECEMBER 30, 2014)			
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER		TITLE	DATE
Lamar Revis		Grants Officer	06/19/2015
TYPE NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		TITLE	DATE
Mr. Mike Lopazanski			06/30/2015

Special Award Conditions

Award Number: NA15NOS4190091

Amendment Number: 0

1) NOAA Administrative Special Award Condition

AWARD NO.

OMB Approval No. 0648-0119

NOAA Administrative Special Award Condition

The substantial involvement by the Federal government is as follows:

The Office for Coastal Management (OCM) staff will provide technical assistance and guidance to and participate in programmatic activities beyond the normal stewardship responsibilities in the administration of these awards. The OCM staff will closely monitor the awards and if appropriate, monitor local programs. The OCM staff will coordinate and/or provide training on grant related matters to project staff, and provide assistance in the management and technical performance of the grant activities.

2) Lobbying SAC for States/Government Entities

Pursuant to the terms and conditions of this award, no funds used for the payment of membership dues to any entity to engage in lobbying activities, as provided in OMB Circular 2 CFR § 200.450 and other relevant law and regulation.

3) 18-Month SAC for Coastal Zone Management Awards

Authority is delegated to the Recipient to extend any subawards up to, but not beyond, the full 18-month grant period without prior approval by NOAA. NOAA's Coastal Programs Division must be notified in writing of any such task extensions in the semi-annual performance reports.

4) Matching Requirement

Since this award requires the Recipient to provide \$1,996,000 in project-related costs from non-federal sources, the Recipient must maintain in its official accounting records an accounting of \$4,415,000.

5) New Award SAC

This award number NA15NOS4190091, to NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, supports the work described in the Recipient's proposal entitled, "Implementation of Coastal Zone Requirements (Section 306) and Enhancement Program (Section 309)," dated 04/01/2015 and revised 04/06/2015, which is incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.

6) Data SAC 2015

GEOSPATIAL DATA COLLECTION AND SHARING SPECIAL AWARD CONDITION (2015)

Environmental data and information, collected and/or created under this grant/cooperative agreement will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or by security requirements.

The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at time of award and, thereafter, will be posted with the published data.

Environmental data and information produced under this award and which are made public must be accompanied by the following statement: These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy.

NOAA may at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data.

Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.

Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the ISO (International Organization for Standardization) 19115, which may be adopted by the FGDC, is also acceptable.

7) Programmatic SAC for 306A Projects

AWARD NO. NA15NOS4190091

OMB Approval No. 0648-0119 expires 11/30/2015.

306A SPECIAL AWARD CONDITIONS

In the event there are title discrepancies or encumbrances that NOAA deems interfere with purposes for which the 306A funds were granted, or if NOAA determines that project or property is no longer used for its original purpose, the Recipient shall reimburse NOAA for Federal funds received for the project.

Federal funds are not permitted to be expended on section 306A awards until NOAA/OCM reviews and approves the projects in conformance with NOAA's section 306A Guidance. Specifically, no federal funds may be expended and no

work may commence until the state has submitted to OCM a complete and signed section 306A Project Checklist (and any other required information) for each section 306A project and receives signed approval from OCM. If, for some reason, a section 306A project ceases to be used as approved by NOAA, the state shall reimburse to NOAA the federal funds.

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

8) NOAA Programmatic SAC

AWARD NO. NA15NOS4190091

OMB Approval No. 0648-0119 expires 11/30/2015

NOAA PROGRAMMATIC SPECIAL AWARD CONDITIONS

1. The Recipient shall make available an amount of funds necessary for new or revised tasks that are negotiated, as a result of findings and recommendations in any 312 evaluation issued during the period covered by the award.
2. The Recipient must allocate sufficient funds from the "Travel" object class budget category to support trips by the CZM Program Manager or his/her designee to both the Annual Ocean and Coastal Program Managers' Meeting and the applicable regional CZM meeting. In the absence of, or in addition to, a regional CZM meeting, the Recipient shall allocate sufficient funds for at least one on-site visit to another coastal state to exchange and discuss coastal zone management techniques. The date and place of the on-site visit will be determined in consultation with NOAA/OCM, but could include state participation in regional collaboration efforts or a NOAA evaluation of another coastal program.

The travel funds allocated for these meetings cannot be used for other purposes unless they are approved by NOAA/OCM. These meetings provide a unique and important opportunity for the state to interact with NOAA staff, coastal program staff from other states, and other individuals working on relevant CZM issues. In addition, significant programmatic issues are discussed at these meetings so it is critical that at least one staff member from each state attend. NOAA/OCM does not require, but strongly supports the use of federal funds for additional staff members to attend the annual managers' and regional meetings.

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

4. Performance reports shall address the subject areas specified in "Office for Coastal Management, FY2015 Performance Report Guidelines", which is attached.
5. Funds shall not be reprogrammed between section 306, section 309, and section 310 tasks.
6. Separate budgets shall be maintained for section 306, section 309, and section 310 tasks.

9) NOAA Administrative Special Award Condition

AWARD NO. NA15NOS4190091

OMB Approval No. 0648-0119

NOAA Administrative Special Award Condition

The substantial involvement by the Federal government is as follows:

The Office for Coastal Management (OCM) staff will provide technical assistance and guidance to and participate in programmatic activities beyond the normal stewardship responsibilities in the administration of these awards. The OCM staff will closely monitor the awards and if appropriate, monitor local programs. The OCM staff will coordinate and/or provide training on grant related matters to project staff, and provide assistance in the management and technical performance of the grant activities.

10) Supplemental SAC - 306 Task 3, Outcome 4

No work may commence and no funds may be expended on Subawards/Subcontracts associated with 306 Task 3, Outcome 4 (Land Use Planning Technical Resources Guide Development), until the recipient has submitted and NOAA OCM has approved, a detailed scope of work, including project timeline and specific outcomes or deliverables, and a detailed budget or draft contract for this project.

11) Supplemental SAC - 306 Task 2, Outcome 3

Funds cannot be expended on Subawards/Subcontracts associated with 306 Task 2, Outcome 3 (Minor Permit Program Contracts), until the recipient has submitted detailed budgets to NOAA/OCM and the Grants Officer for review and approval.

12) Supplemental SAC - 306 Task 3, Land Use Planning and Public Access

The Recipient shall provide additional information to NOAA/OCM regarding the following projects proposed as match: Public Beach and Coastal Waterfront Access Grant Program (Task 306-3, Outcome 3), so that NOAA/OCM may ascertain whether they are eligible activities for use as match. This should be after project selection, but prior to notifying the prospective local recipients.

13) Last Report SAC

LAST REPORT SAC

For coastal management awards a final report is not required. Instead, OCM requires that coastal management award recipients continue to report on each open task and activities until they are completed, that the performance report clearly indicate when individual tasks or activities have been completed (after which it is no longer necessary to report on them), and that the last report submitted should be labeled as such. GMD has concurred with this decision (ref. Memorandum between Uravitch and Litton, Final Performance Report Waiver, dated 12/28/98). Like other performance reports, the last performance report is due 30 days after the final reporting period (this is different from final reports, which are allowed up to 90 days). A comprehensive final report that reports on all tasks performed under the award is not required.

14) Post Award NEPA Review Process

POST AWARD NEPA REVIEW PROCESS SPECIAL AWARD CONDITION

For any tasks or sub-tasks with a Special Award Condition attached requiring further OCM review prior to full approval, OCM will review these tasks to determine the appropriate level of NEPA documentation, and if additional information is necessary.

If the scope of the award amendment has changed from the original grant scope (e.g., funding is being awarded for additional construction not originally considered), then NEPA shall be considered for the amendment even if it was considered in the original award of the grant.

U. S. DEPARTMENT OF COMMERCE Award Action Request		Award Number NA 15NOS4190091	
Recipient Name NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY		Request Type No Cost Extension - Prior Approval Required Document ID: 2632534	
Street Address 217 W JONES ST STE 5103		Award Period 07/01/2015 - 06/30/2018	
City, State, Zip Code RALEIGH NC 27603-6100 USA		Total Award Funding Federal: \$2,419,000.00 Non-Federal: \$1,996,000.00	
Program Office NOS Office for Coastal Management (OCM)		Program Officer Melissa Rada 843-740-1236 Melissa.Rada@noaa.gov	
CFDA Number and Project Title 11.419: Implementation of Coastal Zone Requirements (Section 306) and Enhancement Program (Section 309)			
Requested Extension Date 06/30/2018			
Justification The North Carolina Division of Coastal Management (DCM) is requesting a no cost extension for FY2015 award NA 15NOS4190091. This 18-month award currently expires December 31, 2016. While most of the tasks and outcomes associated with this award have been completed, NC Coastal Program objectives can be furthered by continued focus several initiatives. The Division needs additional time to complete two 306 Tasks and one 309 Task. See attached request.			
Award Action Request Status Accepted			
SUBMITTED BY Mike Lopazanski		DATE 11/08/2016	
APPROVED BY Stacy Tedder		DATE 11/28/2016	

ROY COOPER
Governor

MICHAEL S. REGAN
Secretary

BRAXTON C. DAVIS
Director



March 14, 2017

Melissa Rada
Coastal Management Specialist
TBG @ NOAA Office for Coastal Management
2234 South Hobson Ave.
Charleston, SC 29405

Dear Ms. Rada:

The NC Division of Coastal Management is requesting a re-budgeting/change in scope of FY2015 funds to support one additional outcome to Task 3, with Award #NA15NOS4190091. We have identified a total of \$60,000 of unobligated 306 funds for the purposes of supporting additional program needs associated with this grant. The proposed time period for this change in scope will be from April 15, 2017 through June 30, 2018. This award has already been approved for a no-cost time extension with an end date of June 30, 2018.

The Division is also requesting a re-budgeting/change in scope of FY2015 309 funds associated with Award #NA15NOS4190091, to re-open 309 Task 4, *Development of a Sea Level Rise Policy, Land Use Planning Guidelines, and Updated Assessment Report*, and to add an additional outcome that builds upon the Updated SLR Assessment Report. We have identified \$75,000 of unobligated 309 funds to support the additional task, to be completed by the previously-approved extension date of June 30, 2018.

Thank you for your consideration of this request. Please contact me at (252) 808-2808 ext. 223 if you have any questions or need additional information.

Sincerely,

Michael Lopazanski
Acting Assistant Director
NC Division of Coastal Management

CHANGE IN SCOPE #NA15NOS4190091 (EXPIRES JUNE 30, 2018)

Add New 306 Task 3 Outcome 4 – Local Government Planning & Management Grants (\$40,000)

The Division has historically made funding available for grants to local governments for local Coastal Area Management Act (CAMA) land use plans and coastal planning and management projects within North Carolina's coastal area. These funds are intended to assist local governments in developing and implementing CAMA land use plans and management strategies for their coastal resources, as mandated and encouraged by the CAMA. The Division has included \$62,301 in federal funding associated with Cooperative Agreement NA16NOS4190109 306 Task 3 Outcome 4 and will supplement this funding with \$40,000 of unobligated funds from Cooperative Agreement NA15NOS4190091.

In October 2016, North Carolina was severely impacted by Hurricane Matthew. Hurricane Matthew was one of the strongest hurricanes to form in the Atlantic Ocean in recent years and combined with Tropical Storms Julia and Hermine, caused widespread heavy rainfall and record flooding in the state. Central and eastern North Carolina endured record-breaking rainfall that created 1,000-year flood events that devastated the infrastructure, businesses, and schools and in some cases, entire communities. Forty-nine of the State's counties were declared a major disaster by the President of the United States under the Stafford Act (P.L. 93-288). Local governments in particular, are having to address the loss of infrastructure, damage to public buildings, roads, wastewater treatment plants, and other facilities.

Up until the early 2000s, the CAMA Land Use Planning Program focused on providing grant funds for planning and management projects, with the highest priority being land use plans and their updates. In addition to land use plans, funded projects included: waterfront access and revitalization plans; zoning, subdivision and development ordinances; population and housing studies; capital facilities plans; transportation corridor studies; hurricane evacuation plans; floodplain ordinances, hazard-mitigation plans; watershed protection and management plans; and drainage master plans.

In 2015, the Commission amended 15A NCAC 7B CAMA Land Use Planning Program and 15A NCAC 7L Planning & Management Grant Program. These amendments, focused on separating the land use plan provisions from the planning and management grant program rules. In the past, heavy emphasis was placed on the development of land use plans. In 2016, the Division allocated \$75,000 in federal funds to award five \$15,000 grants. The division received ten applications, four of the applications were for updates to land use plans, the remaining six applicants proposed updates to zoning and unified development ordinances, waterfront access plans and a flood mitigation plan.

In 2016, the Coastal Resources Commission revised the rules for the Planning and Management Grant Program to shift the funding of the development of land use plans to funding of projects that assist in the implementation of land use plans. The intent of the amendments is to shift the primary focus of grant funding from local land use plans to a broad variety of local projects that address coastal issues and to allow the Division of Coastal Management to focus on specific issues or areas of Coastal Resources Commission (CRC) interest in awarding grant funds.

While development of land use plans will still be an eligible activity under the Planning and Management Grant Program, the Commission would like to see more flexibility offered to local governments in the types of projects that could be funded and to allow for the designation of Priority

Management Topics on an annual basis following consultation with the Coastal Resources Commission. In response to the devastating impacts of Hurricane Matthew as well as the significant flooding events associated with Tropical Storms Julia and Hermine, the Commission has prioritized Natural Hazards and Storm Recovery projects for FY 2017-2018 grant funding.

The Division will make grants funds available of up to \$20,000 to be used for non-construction storm recovery projects such as expanded education and outreach efforts, special planning efforts focused on coastal resources or issues, improvements in intergovernmental coordination, targeted research or studies, and the development of local ordinances directly related to coastal concerns and not in contradiction with state rules. The intent of these projects are to conserve and maintain barrier dunes, beaches, flood plains, and other coastal features for their natural storm protection function and their natural resources giving recognition to public health, safety, and welfare issues.

Budget Category: Other

Budget: \$40,000

DCM will provide NOAA: DCM will provide NOAA OCM A listing and description of planning and management projects funded as well as any documents or products.

Completion Date: June 2018

Add New 306 Task 4 Outcome 3 – Pre- and Post-Hurricane Monitoring of Marsh Sills (\$10,000)

The Division developed and began implementation of its Living Shoreline Strategy under Award NA12NOS4190090 which identifies short-term long-term actions for the promotion of living shorelines. The NC Coastal Reserve Program has been assigned the lead role for the Division's efforts to research and promote the use of living shorelines as an alternative to vertical stabilization measures.

The Strategy proposes six short-term actions and four long-term actions for the promotion of living shorelines as well as identifies information gaps, highlights the need for continued staff engagement and public awareness, and investigates potential grant programs or cost reductions. The Strategy also recognizes the need to promote/advocate other living shoreline strategies, to develop training programs/certification for marine contractors, and to partner with other groups such as the military to increase the number of living shoreline demonstration sites. Public acceptance and confidence in living shoreline techniques can be enhanced through the implementation of the short and long-term actions within the Living Shoreline Strategy. These continued activities will provide additional information on the efficacy of living shorelines, provide additional data on the impacts of traditional shoreline stabilization techniques, and provide training opportunities for contractors and property owners.

Pre- and post-hurricane monitoring of sills in southern, central, and northern regions of NC. The ability of marsh sills to withstand large storm events such as hurricanes remains a significant question with respect to the efficacy of sills in providing both property/shoreline protection and ecological benefits. This effort would build upon monitoring efforts at the same sites in the previous two years. In 2016, Hurricane Matthew made landfall in North Carolina, but damage to the sills, marshes, and bulkheads monitored as part of the study was minimal. Additional data is needed to address the question of resilience of marsh sills to large storms.

DCM will utilize two temporary staff. Carter Smith (PhD candidate at UNC Institute of Marine Science and previous project partner) will provide assistance with field work, data analysis, and report development during the project period. UNC Wilmington Environmental Studies student will obtain RTK elevations at sill sites.

Budget: \$8,934. Carter Smith: 225 hr x \$19.22/hr (\$16.00 wage, \$3.22 temp solution fee) = \$4,805 + \$500 travel = \$4,824. UNCW EVS student: 200 hr x \$16.80/hr (\$13.75 wage, \$3.05 temp solution fee) = \$3,360 + \$750 travel = \$4,110. Supplies = \$1,066.

Budget Category: Contractual, travel and supplies

Budget: \$10,000

DCM will provide NOAA: DCM will provide NOAA OCM a written report on findings.

Completion Date: June 2018

Add New 306 Task 4 Outcome 4 – Long-Term Assessment of Impact of Bulkheads On Marsh Vegetation (\$10,000)

Previous monitoring of the impact of bulkheads on marsh vegetation over a five-year timeframe has been inconclusive. To assess any potential impacts, evaluation over a longer time-period is needed. Submerged Aquatic Vegetation (SAV) surveys conducted in the region from New River to Cedar Island during the early 1980's, early 2000's, and 2013-14 provide a 30-year record over which to assess changes in the extent of marsh vegetation associated with bulkheads. Once georeferenced in GIS, this imagery can be used to look at change in marsh width over time, using natural nearby marshes as controls. Using wave energy modeling previously completed, the assessment of bulkhead impact will be stratified by low, medium, and high energy wave regimes. DCM will utilize temporary staff for this.

Budget: \$10,000. Temp staff: 480 hr x \$16.80/hr (\$13.75 wage, \$3.05 temp solution fee) = \$8,064 + \$500 travel = \$8,564. Image acquisition from DOT (1980 imagery): \$500. Supplies = \$936

Budget Category: Contractual, travel and supplies

Budget: \$10,000

DCM will provide NOAA: DCM will provide NOAA OCM a written report on findings.

Completion Date: June 2018

We have identified \$319,297 in unobligated Section 306 funds from the following sources:

- Program savings from the personnel, contractual, supplies, travel and other budget categories.
- Funds for this Re-budgeting/Change in Scope (\$60,000) will come from the Other, contractual and supplies categories.

Add New 309 Task 4 Outcome 4 – Sea Level Rise Assessment Report Update - Implementation Pilot (\$75,000)

The Division worked with the CRC and the CRC Science Panel to complete the NC Sea Level Rise Assessment Report 2015 Update. The updated report included, as a first for the state, future projections of potential sea level rise (SLR) broken down by different regions of the coast. The projections show significant regional variation in potential sea level rise over the next 30 years; relatively higher SLR is anticipated along the northern section of the coast than in the central or southern sections. The projections have been of particular interest to local governments, who have increasingly been communicating with DCM about SLR impacts and their piecemeal efforts to address problems such as higher storm surges and water tables.

Due to the nature of local government funding priorities, generally, construction projects are usually prioritized over planning or capacity-building activities. The purpose of this new 309 task is to provide funding to a small number of local governments so that they can implement non-construction activities that incorporate localized SLR projections from the updated report into future planning, such as capital improvements design, stormwater management, and infrastructure maintenance and repair decisions.

Where local governments have engaged in future planning and engineering design, plans have mostly been based upon static conditions, and have not considered SLR scenarios since regional projections were not available. Now that the state has regional SLR projections, we have begun working on a pilot Vulnerability and Needs Assessment project with four communities: the Towns of Oriental, Edenton, and Duck, and Dare County. This pilot project is primarily a stakeholder-intensive identification of issues identified by residents and local government staff. In the course of DCM's preliminary conversations with these local government staff, a universal need that has been cited is community-wide engineering studies that account for sea level rise and its associated effects. These studies would then be incorporated into capital improvements and infrastructure replacements. Local governments in North Carolina have not so far, to our knowledge, used the SLR Assessment Report Update projections in design or construction projects.

As a separate state initiative, the NC Department of Public Safety (DPS) was funded by the Legislature following Hurricane Matthew in 2016 to develop county resilience plans by May 1, 2017. The DPS' resilience plans will be focused on identifying shovel-ready construction projects, and will not address the non-construction needs expressed by local governments, that this new 309 task is intended to meet.

The Division will make grants funds available of up to \$25,000 per community to be used for non-construction SLR planning projects and engineering studies, based upon the projections in the NC SLR Assessment Report Update. The planning and engineering projects will be as comprehensive and community-wide as funding allows, and could include recommendations for implementing ordinances.

Budget Category: Contractual

Budget: \$75,000

DCM will provide NOAA: Through our semi-annual progress reports, DCM will provide NOAA with a listing and description of projects funded as well as any documents or products generated.

Completion Date: June 2018

We have identified \$86,739 in unobligated Section 309 funds from the following sources:

- Program savings from the personnel, contractual, supplies, travel and other budget categories.
- Please see attachment NA15NOS4190091 Category Changes to Clear Negative Balances March 2017.
- Funds for this Re-budgeting/Change in Scope (\$75,000) will come from the Other, contractual and supplies categories.

General Terms and Conditions Governmental Entities

DEFINITIONS

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

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

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

Relationships of the Parties

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

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

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

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

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

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

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

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

Indemnity

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

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

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

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

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

Default and Termination

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

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Confidentiality

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

Oversight

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

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

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Natural and Cultural Resources, Environmental Quality, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

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

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

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

ON FILE DOCUMENTS
HYDE COUNTY - SWAN QUARTER FLOOD CONTROL STUDY

The following documents along with the Governor's grant award letter, are on file and available for review at North Carolina Division of Coastal Management's (DCM) main office in Morehead City, located at 400 Commerce Avenue. The contact phone number is (252) 808-2808.

1. North Carolina Local Planning and Management Grants 2018-19 Cycle Application RFP packet.
2. Hyde County 2018-19 Application submission: Swan Quarter Flood Control Study.



HYDE COUNTY

Swan Quarter Flood Control Design Study 2018 – 2019

North Carolina Local Planning and Management Grant Program

HYDE

Local Government: ~~Beaufort~~ County

Federal ID #: 56-600308

Local Administrator of this Project:

Allie Mulligan, Direct Resource Spec.

PO Box 264

Swan Quarter, NC 27885

252-926-5291 (phone)

252-926-3701 (fax)

amulligan@hydecountync.gov

Project Description:

Completion of a Flood Control Design Study for the Town of Swan Quarter. The study would include an engineered plans to address the installation of a stationary pump in the town to remove storm related rainfall that is retained in the community due to the town dike.

A. BUDGET SUMMARY

	Grant Assistance Requested	Local Cash Contribution	Local In-Kind Contribution	TOTAL
Subcontract Costs:				
<i>Sub-contract services</i>	\$13,500	\$1,500	\$0	\$15,000
Subtotal	\$13,500	\$1,500	\$0	\$15,000
Salaries:				
<i>Local administration</i>				
Subtotal	\$0	\$0	\$0	\$0
Materials:				
<i>Printing</i>				
Subtotal	\$0	\$0	\$0	\$0
TOTAL BUDGET	\$13,500	\$1,500	\$0	\$15,000
Cost ratios	90%	10%	0%	100%

Below is the project schedule for activities under the grant award. Progress monitoring will occur at 6-month intervals for the duration of the 12-month contract. Adjustments to the schedule will require approval by the Contract Administrator.

B. PROJECT SCHEDULE & ACTIVITIES CHART

This chart illustrates grant and local cash match amounts tied to deliverables per project period. Local funds must be spent before drawing down grant funds. Non-cash match is not illustrated or represented in this chart. However, non-cash match documentation must still be reported at the time of project closeout.

PROJECT SCHEDULE & ACTIVITIES CHART

Grant: \$13,500

Cash Match: \$ 1,500

Total: \$15,000

Non-cash Match: \$ 0

<p>% of total work to be completed</p> <p style="text-align: center;">30%</p> <p>Grant funds to be spent: \$ 3,500</p> <p>Local funds to be spent: \$ 1,500</p>	<p>Project Period 1</p> <ul style="list-style-type: none"> • Advertise RFP • Select Subcontractor • Start Flood Control Study
<p>% of total work to be completed</p> <p style="text-align: center;">70%*</p> <p>Grant funds to be spent: \$ 10,000</p> <p>Local funds to be spent: \$ 00</p>	<p>Project Period 2</p> <ul style="list-style-type: none"> • Development of engineered plan for construction of a stationary pump in Swan Quarter • Printing of Plan • Closeout Grant

*The final project period includes a holdback of 10% of the grant award, which is retained until a closeout packet is received and approved by the District Planner/Contract Administrator.

C. PROCESSES/DELIVERABLES/REPORTING BY THE APPLICANT

1. The DEQ/DCM will withhold the initial payment of grant funds awarded until the community has documented expenditure of the local cash match sum. In-kind services match is to be documented by the community and provided to DCM by the end of the grant contract period.
2. Cash and Non-Cash In-kind Contributions (General): Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet all of the following criteria:
 - a. Are verifiable from the local government's records;
 - b. Are necessary and reasonable for proper and efficient completion of the project;
 - c. Are not included as contributions for matching any other state or federally assisted projects or programs, except where authorized by state or federal statute;
 - d. Are provided for in the project budget approved by the Division of Coastal Management;
 - e. Do not include N.C. state sales tax; and
 - f. Conform to other provisions of these guidelines, as applicable.

In general, in-kind contributions are derived from resources already on hand or from donations, whereas cash contributions will be utilized to purchase new services or equipment necessary for proper completion of the planning and management project.

3. Cash Contributions: Local cash contributions may be claimed for the following accountable items: planning services and project design fees, legal studies, materials, and equipment. These costs must be incurred during the contract period.
4. State and Federal Funds: State and federal funds may be counted as cash match provided the funds are not being used as a match for other programs. Local government employee salaries do not qualify as cash match, but may be included toward non-cash in-kind match.
5. In-kind Contributions: Local in-kind non-cash contributions may be claimed for the following accountable items: design fees, labor (including local government salaried employees), and materials. These costs must be incurred during the contract period.
6. Volunteer Services: Volunteer services eligible as in-kind contribution are limited to professional engineering, planning services, architectural services, and volunteer civic groups when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid. All volunteer services must be documented by signed invoice showing the billing rate for the service, number of hours, and a statement that the charges are forgiven.
 - a. Excluded from volunteer services are prison labor, court-required community service, and other work programs.
 - b. In those instances in which the required skills are not found in the local government, or for other activities specifically approved by the Division of Coastal Management, rates shall be

consistent with those paid for similar work in the labor market in which the local government competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

Deliverables:

7. The project will be required to be completed consistent with the deliverables outlined in the "Project Schedule and Activities Chart".
8. All reports, maps, and other documents completed as part of a contract shall carry the following notation:

"This (report, map document, etc.) was prepared by the (local gov't name) under grant award # NA17NOS4190066 to the Department of Environmental Quality, Division of Coastal Management from the Office for Coastal Management, National Oceanic and Atmospheric Administration. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of DEQ, OCM or NOAA."
9. Number of copies: Two (2) printed copies and two (2) digital copies on cd or USB Flash drive of the work called for in the contract shall be provided for review at the end of the contract period. The digital versions shall be labeled with software and version. Each plan, map, and drawing shall be provided as a single digital file. Acceptable digital formats for image files include: .gif, .jpg, .bmp, and .tif. Image files shall be no greater than 10 MB in size. Acceptable digital formats for document files include: .doc, .docx, .txt, .xls, .xlsx, .ppt, .pptx, and .pdf. CAD or AutoCAD drawings (.dwf, .dxf, and other CAD formats) are not acceptable and should be converted to .pdf for submittal.
10. Consistent with the "Project Schedule and Activities Chart" provided in the grant award, the community will be required to submit reports as to the status and progress of the project. The local District Planner (Contract Administrator) will provide the periodic and final closeout report form templates.

Reimbursement of project cost:

11. Actual payments of the award will be based on the local District Planner/Contract Administrator's approval of a monitoring report. Final requisitions and invoices for payment will be required to be received by DCM within 45 days after end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.
12. The community will be required to maintain and make available at proper times to DEQ/DCM all bid documents, and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and purpose of all costs incurred under the grant award for a period of five (5) years following project completion,

or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly show the contract number of the project to which they are applicable.

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

D. SIGNATURE

Signature: Kris Cahoon Noble

Title:

Date: 12.18.2018

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: April 1, 2019
Presenter: County Manager Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: APPRAISAL SERVICES FOR HMGP IRENE RESCOPEMENT

SUMMARY: Holland Consulting Planners has twice solicited bids for appraisal services under the Hyde County HMGP Irene Rescopement project. Subject property is located at 4466 Loop Road, Scranton, NC and is in the name of Dudley and Glenda Williams. This property was completely destroyed by Hurricane Irene and has been uninhabitable ever since. The Williams' property was selected for acquisition under the HMGP Rescopement program. Correspondence was received from two service providers, Albemarle Appraisals in Windsor, NC and Dozier Appraisal & Realty Company, in Greenville, NC. Of the two, only Dozier Appraisal & Realty submitted a bid. Based on the level of experience that Dozier has in the appraisal of properties damaged by disasters, Holland recommends Dozier Appraisal & Realty Company for utilization of appraisal services under the Hyde County HGMP Irene Rescopement project.

RECOMMEND: APPROVE RECOMMENDATION

Motion Made By: Earl Pugh, Jr.
 Tom Pahl
 James Topping
 Ben Simmons
 Shannon Swindell

Motion Seconded By: Earl Pugh, Jr.
 Tom Pahl
 James Topping
 Ben Simmons
 Shannon Swindell

Vote: Earl Pugh, Jr.
 Tom Pahl
 James Topping
 Ben Simmons
 Shannon Swindell

**DOZIER APPRAISAL & REALTY COMPANY
600 ELEANOR STREET
GREENVILLE, NORTH CAROLINA 27858**

CASPER E. DOZIER

**Consultant,
Appraiser**

**Telephone
252 756-5367
Cell 252 916-9597**

2/12/2019

**Hyde County
% Chris Hilbert
HMGP Project Manager
P.O. Box 188
Swan Quarter, NC 27885**

Re Hyde County Mitigation Grant Program (HMGP-Irene Rescopement)

Bid for appraisal service

Fee for one appraisal.....\$900.

Dear Mr. Hilbert:

I am certified general appraisal located in Greenville, N. C. I have experience in performing retrospective appraisal on properties affected and damaged by disasters. The most recent assignments were from Pitt County, Greene County and McDavid Asso. I have access to market data and research ability to appraise retrospectively.

Thanks for the opportunity to be of assistance.

Respectfully



Casper E. Dozier

DOZIER APPRAISAL & REALTY COMPANY



Albemarle Appraisals

Residential Homes, Farms and Lot Appraisals

February 4, 2019

Chris Hilbert
HMGP Project Manager
PO Box 188
Swan Quarter, NC 27885

RE: Hyde County Hazard Mitigation Grant Program
HMGP- Irene Rescopement

Dear Mr. Hilbert:

I regret to inform you that I do not have the experience or local knowledge to complete any appraisals in Hyde County. The County is out of my area and I do not have access to the Multiple Listing Service for the area. The counties that I am experienced in are Beaufort, Bertie, Camden Chowan, Gates, Hertford, Martin, Pasquotank, Perquimans, Pitt, Tyrrell and Washington.

I do, however greatly appreciate your request for my services. Please keep me in mind for future transactions and rest assured that if the county is in my scope of experience, I will be very interested in providing any services needed.

Thank you again for your consideration. If you have any questions, please reach out to me at (252) 325-5040.

Sincerely,

Will S. Cobb
Albemarle Appraisals

Will S. Cobb
NC Certified Appraiser A5703
albemarleappraisals@gmail.com

(252) 325-5040
1204 Tennyson Lane
Windsor, North Carolina 27983

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: April 1, 2019
Presenter: County Manager Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: HYDE COUNTY MAINLAND WATERFOWL COMMITTEE

SUMMARY: At the March meeting, there was a Public Hearing conducted to gather input from the public regarding the proposed legislation to provide for safe distances for hunting migratory wild waterfowl in mainland portions of Hyde County. As a result of public input received, it was decided that the Hyde County Board of Commissioners will create a Mainland Waterfowl Advisory Committee comprising of eleven (11) members who will offer assistance to the commissioners in crafting a blind law system that will protect private landowner rights, honor the local guiding tradition and create economic demand for remaining hunting resources. A proposed draft article of formation is attached for review.

RECOMMEND: DISCUSSION AND SELECTION OF COMMITTEE MEMBERS

Motion Made By: ___ Earl Pugh, Jr.
___ Tom Pahl
___ James Topping
___ Ben Simmons
___ Shannon Swindell

Motion Seconded By: ___ Earl Pugh, Jr.
___ Tom Pahl
___ James Topping
___ Ben Simmons
___ Shannon Swindell

Vote: ___ Earl Pugh, Jr.
___ Tom Pahl
___ James Topping
___ Ben Simmons
___ Shannon Swindell

DRAFT HYDE COUNTY WATERFOWL COMMITTEE ARTICLES OF FORMATION

Be it hereby resolved, the Hyde County Board of Commissioners, shall create a Mainland Waterfowl Advisory Committee;

The committee shall be advisory in nature;

The committee shall consist of 11 members;

All members of the advisory committee will be appointed by a majority vote of the county commissioners;

A quorum of the commission shall be six members and a simple majority is necessary to forward recommendations to the board of commissioners;

The advisory committee shall offer their assistance to the Hyde County Board of Commissioners in crafting a blind law system that 1) protects private landowner rights, (2) honors the local guiding tradition, and (3) creates economic demand for remaining hunting resources;

The advisory committee shall bring a set of recommendations back to the Hyde County Board of Commissioners on or before the regular November Board of Commissioners meeting.

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: April 1, 2019
Presenter: Kris Cahoon Noble
Attachment: Lease Agreement

ITEM TITLE: Lease Agreement for Ocracoke EMS Station

SUMMARY: Ocracoke EMS staff are currently housed in a rental with a lease ending May 31, 2019.

After acceptance of the attached lease, Ocracoke EMS will be housed at the leased property for one year.

Hyde County begins the process of building a new EMS station on Irvin Garrish Hwy near the former Island Inn property. That project will be complete prior to May 31, 2020.

RECOMMEND: REVIEW, DISCUSS, APPROVE.

Motion Made By: Earl Pugh, Jr.
 Tom Pahl
 James Topping
 Ben Simmons
 Shannon Swindell

Motion Seconded By: Earl Pugh, Jr.
 Tom Pahl
 James Topping
 Ben Simmons
 Shannon Swindell

Vote: Earl Pugh, Jr.
 Tom Pahl
 James Topping
 Ben Simmons
 Shannon Swindell

STATE OF NORTH CAROLINA

COUNTY OF HYDE

This **LEASE AGREEMENT**, dated the 1st day of April, 2019, between **RONNIE VAN O'NEAL AND CHRISTINE O. O'NEAL** ("Lessor") and the **COUNTY OF HYDE, NORTH CAROLINA**, a body politic and corporate existing under the laws of the State of North Carolina (the 'Lessee');

WITNESSETH:

Section 1. Leased Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following described House and lot located thereon in Ocracoke Township, Hyde County, North Carolina, containing 85 ft x 130 ft. fenced in and more particularly described as a portion of the lot found in a deed of record in Book 82 at page 339 of the Hyde County Registry (hereinafter referred to as the "Premises").

Section 2. Lease Term. The term of this Lease Agreement shall be one year commencing on April 1, 2019, and ending, subject to prior termination as hereinafter provided, at 12:00 o'clock A.M. on April 1, 2020.

Section 3. Rent. The rent for the term shall be seventy-two thousand dollars (\$24,000.00) payable in monthly installments of \$2,000.00 on the first day of each month beginning April 1, 2019, and the succeeding rent payments on the 1st day of each and every month thereafter through and including April 1, 2020.

Section 4. Use of Premises. The Premises shall be used for governmental purposes only.

Section 5. Repairs and Maintenance. Lessee shall keep any building(s) to be erected, and all other buildings and structure which may at any time during this Lease Agreement be erected on the Premises in good condition and repair.

Section 6. Utilities. Lessee shall be responsible for the furnishing and payment of air conditioning, heat, gas, electricity, light, power, and janitorial services of any

kind, sewer, water and trash services. Lessor shall not be liable for failure of such services not due to negligence of Lessor.

Section 7. Insurance. Lessee, at its sole cost and expense, shall procure and keep in force at all times during the Lease Term fire, wind/hail, flood, and extended coverage insurance on the buildings and improvements located on the Leased Premises in an amount equal to the “full replacement cost” thereof, and shall name Lessor and Lessee as insureds as their interests may appear. The “full replacement cost” shall be determined from time to time at the request of the Lessor by the insurer.

Lessee shall indemnify Lessor against and hold Lessor harmless from all liabilities, loss, claims, damages, charges, liens, causes of action and proceedings of every kind and nature in connection with any injury to any person or the death of any person, or damage to the property of any person, firm, or corporation, including the person or property of Lessee, arising from the use or occupancy of the Leased Premises by Lessee, its agents, employees, or invitees, unless occasioned directly or indirectly by the fault or neglect of Lessor. In connection therewith, Lessee shall continuously maintain and pay the premium upon a policy of liability insurance during the term of this Lease, naming Lessor as an additional insured and insuring against any loss or liability connected with the above in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for injuries to one or more persons in any one accident, and in the amount of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for damage to property.

Section 8. Damage and Destruction In case of damage or destruction by fire or otherwise, Lessee shall repair, restore, or rebuild the buildings and improvements on the Leased Premises, in accordance with plans and specifications to be approved by Lessor, with all reasonable dispatch, and in any event within _____ months from the time of such damage or destruction; provided, that the case of any such damage or destruction.

Section 9. Access by Lessor Lessee shall permit Lessor and their agents at all reasonable times to enter upon the Leased Premises to view and inspect the condition of the Leased Premises.

Section 10. Taxes. The Lessee, in addition to the monthly rent, shall pay all ad valorem taxes, assessments and other governmental levies against the personal property of Lessee, and the improvements occasioned or made by Lessee, which are assessed during the Lease Term.

Section 11. Liens. Lessee shall not create, incur, assume, or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claims on or with respect to the Leased Premises. Lessee shall within thirty (30) days, at its own expenses, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee hereby agrees, to the extent permitted by law, to reimburse Lessor for any expense incurred by the Lessor to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which Lessee is responsible.

Section 12. Indemnification of Lessor. To the extent permitted by law, Lessee covenants to defend, indemnify and hold harmless Lessor against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such indemnified party may become subject under any statute or at law or in equity or otherwise in connection with the failure by Lessee to comply with covenants set forth in this Lease Agreement and shall reimburse any such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the failure by Lessee to comply with covenants set forth in this Lease Agreement.

Section 13. Assignment by Lessee. Lessee shall not sell, assign, or sublet its rights under this Lease Agreement to any other person, firm or corporation without the prior written consent of Lessor.

Section 14. Hazardous Materials. Lessee, its successors and assigns represents, warrants and agrees that (a) the Leased Premises shall not be used to generate,

manufacture, transport, treat, store, handle, dispose of, or process Hazardous Materials, except in accordance with all applicable Environmental Laws; (b) Lessee shall not cause or permit the improper installation of Hazardous Materials on the Leased Premises or a release of Hazardous Materials on the Leased Premises; (c) Lessee shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Leased Premises and shall keep the Leased Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws; (d) Lessee will at all times obtain and/or maintain all licenses, permits, and/or governmental or regulatory actions necessary to comply with Environmental Laws with respect to the Leased Premises (the "Permits"). And Lessee will comply with the terms and provision of the Permits; (e) Lessee shall immediately give Lessor oral and written notice in the event that Lessee receives any notice from any government agency, entity, or any other party with regards to Hazardous Materials on, from or affecting the Leased Premises and shall conduct and complete all investigations, sampling, and testing and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Leased Premises in accordance with all applicable Environmental Laws. To the extent permitted by law, Lessee hereby agrees to indemnify the County and hold it harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, reasonable attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Lessor for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Leased Premises of any Hazardous Materials regardless of whether or not caused by or within the control of Lessee, (b) the violation of any Environmental Laws relating to or affecting the Leased Premises, whether or not caused by or within the control of Lessee, (c) the failure by Lessee to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by Lessee in this paragraph being false or untrue in any material respect.

Section 15. Events of Default. Each of the following events shall be an "Event of Default" under this Lease Agreement: (a) Lessee's failure to make any payments

hereunder when due; (b) Lessee's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or (c) the dissolution or liquidation of Lessor or the voluntary initiation by Lessee of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangements, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against Lessee of any such proceeding which shall remain un-dismissed for sixty (60) days, or the Leased Premises shall be abandoned by Lessee for a period of forty-five (45) consecutive days.

Section 16. Remedies on Default. Upon the occurrence of Event of Default, Lessor may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided by law: (a) if the Event of Default involves nonpayment of rental and Lessee fails to cure such default within five (5) days after receipt of written notice thereof from Lessor, or if the Event of Default involves a default in performing any of the terms of provisions of this Lease Agreement other than the payment of rental and Lessee fails to cure such default within fifteen (15) days after receipt of written notice of default from Lessor, Lessor may terminate this Lease Agreement by giving written notice of default to Lessee and upon such termination shall be entitled to recover from Lessee damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in items (a) of this paragraph, Lessor may terminate this Lease Agreement by giving written notice to Lessee, and upon termination shall be entitled to recover from Lessee damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease Agreement; or (c) upon any Event of Default, Lessor, as Lessee's agent, without termination this Lease Agreement, may enter upon and rent the Leased Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Lessor deems proper, with Lessee being liable to Lessor for the deficiency, of any between Lessee's rent hereunder and the

price obtained by Lessor on reletting; provided however, that Lessor shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Lessee's default. In the event Lessor hires an attorney to enforce its rights upon default, Lessee shall in addition be liable for reasonable attorney's fees and all costs of collection.

Section 17. Short Form Lease. Upon request of either party, the parties will execute counterparts of a short form instrument, in recordable form, to record in the Office of the Register of Deeds for Hyde County, North Carolina, setting forth the commencement and termination dates of the Lease and Lessee's to extend the Lease. The party requesting such instrument shall pay the cost for recording same.

Section 18. Notices. All notices, demands, and other instruments or communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered, or when mailed by first class, registered or certified mail, postage prepaid, to the addresses set forth above, or at such other address as the parties shall have furnished to each other in writing.

Section 19. Miscellaneous.

- A. If any term or provision of this Lease Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other appellation of such term or provision shall not be affected thereby.
- B. The headings in this Lease Agreement are for purposes of reference only and shall not limit or define the meaning hereof.
- C. Subject to express provisions hereof to the contrary, this Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns during the Term hereof and during any extension or renewals of said Term.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Lease Agreement by their duly authorized representative as of the day and year first written above.

Ronnie Van O'Neal, Sr.

Christine O. O'Neal

COUNTY OF HYDE, NORTH CAROLINA

By: _____
Chairman of the Hyde County Board of Commissioners

Attest:

Clerk to the Hyde County Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, _____, a Notary Public in and fore said county and state do hereby certify that Ronnie Van O'Neal, Sr. and Christine O. O'Neal personally appeared before me this day and acknowledged the due execution of the foregoing instruments.

Witness my hand and official seal this, the ____ day of _____, 2019.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA

COUNTY OF HYDE

This the ____ day of _____, 2019, personally come before me, a Notary Public in and for the said County and State, _____, who being by me duly sworn, says that she is the Clerk to the Board of Commissioners of the County of Hyde, a body politic and corporate existing under the laws of the State of North Carolina and acting through its Board of Commissioners, and by authority duly given and as the act of said County, the foregoing instrument was signed in its name by _____ as its Chairman, sealed with its seal, and attested by herself as the Clerk to the Board of Commissioners.

WITNESS my hand and notarial seal, this the ____ day of _____, 2019

Notary Public

My commission expires: _____

**Hyde County Board of Commissioners
AGENDA ITEM SUMMARY SHEET**

Meeting Date: April 1, 2019
Presenter: County Manager Kris Cahoon Noble
Attachment: Yes

ITEM TITLE: INTERLOCAL AGREEMENT FOR EXISTING PUBLIC DEFENDER'S OFFICE

SUMMARY: Please see attached Interlocal Agreement for the existing Public Defender's Office located in Beaufort County.

RECOMMEND: DISCUSS AND APPROVE

Motion Made By: ___ Earl Pugh, Jr.
___ Tom Pahl
___ James Topping
___ Ben Simmons
___ Shannon Swindell

Motion Seconded By: ___ Earl Pugh, Jr.
___ Tom Pahl
___ James Topping
___ Ben Simmons
___ Shannon Swindell

Vote: ___ Earl Pugh, Jr.
___ Tom Pahl
___ James Topping
___ Ben Simmons
___ Shannon Swindell

NORTH CAROLINA

BEAUFORT COUNTY

AMENDMENT #1 TO INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT BETWEEN THE COUNTIES OF BEAUFORT, HYDE, MARTIN, TYRELL AND WASHINGTON (ORIGINALLY EXECUTED DECEMBER 3, 2012)

THIS AMENDMENT #1 executed this _____ day of _____, 2019, by and between the Counties of Beaufort, Hyde, Martin, Tyrrell, and Washington, bodies politic and corporate of the State of North Carolina,

WHEREAS, the above listed counties executed an interlocal agreement on December 3, 2012 to share, on a prorated basis, the cost of providing office space for the Office of Indigent Defense Services after determining that financial and certain procedural matters were mutually desirable and would provide greater efficiency and accountability in the legal representation services of indigents in the Second Judicial District, and;

THAT, the office space leased under the interlocal agreement was with a private party, was subject to periodic lease rate increases and was on the second floor of a building without an elevator, and:

THAT, Beaufort County purchased a one-story building adjacent to the Beaufort County Courthouse that previously served as attorney offices, renovated that building to provide offices for the Office of Indigent Defense Services and made the building accessible, and;

THAT, the intent of Beaufort County is to provide the building for use by the Office of Indigent Defense Services as addressed in the original interlocal agreement, eliminate periodic lease rate increases, and minimize ongoing costs for all the counties participating in the agreement, and;

THAT, the building was purchased for \$226,105 with renovations of \$47,000 for a total cost of \$273,105, and keeping the original prorated county lease payment shares constant, the retirement of this debt will occur in 8.6 years (July 2027, spreadsheet attached) with Beaufort County being responsible for building maintenance during this period, and;

THAT, at the end of the 8.6 years (July 2027) the participating counties will cease prorated lease payments and will develop an agreement to provide for sharing in future maintenance costs of the facility as long as it is used exclusively by the Office of Indigent Defense Services, and;

THAT, the remaining provisions of the original interlocal agreement, including termination, will remain in place.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year first above written.

ATTEST:

Clerk

COUNTY OF BEAUFORT

Chairman

ATTEST:

Clerk

COUNTY OF HYDE

Chairman

ATTEST:

Clerk

COUNTY OF MARTIN

Chairman

ATTEST:

Clerk

COUNTY OF TYRRELL

Chairman

ATTEST:

Clerk

COUNTY OF WASHINGTON

Chairman

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally appeared before me and acknowledged that _he is the Clerk of the COUNTY OF BEAUFORT and that _he acknowledged the execution of the foregoing instrument by its Chairman of the Board of Commissioners.

Witness my hand and Notary Seal, this ____ day of _____, 2019

Notary Public

My Commission expires: _____

STATE OF NORTH CAROLINA
COUNTY OF HYDE

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally appeared before me and acknowledged that _he is the Clerk of the COUNTY OF HYDE and that _he acknowledged the execution of the foregoing instrument by its Chairman of the Board of Commissioners.

Witness my hand and Notary Seal, this ____ day of _____, 2019

Notary Public

My Commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF MARTIN

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally appeared before me and acknowledged that _he is the Clerk of the COUNTY OF MARTIN and that _he acknowledged the execution of the foregoing instrument by its Chairman of the Board of Commissioners.

Witness my hand and Notary Seal, this ____ day of _____, 2019

Notary Public

My Commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF TYRRELL

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally appeared before me and acknowledged that _he is the Clerk of the COUNTY OF TYRRELL and that _he acknowledged the execution of the foregoing instrument by its Chairman of the Board of Commissioners.

Witness my hand and Notary Seal, this ____ day of _____, 2019

Notary Public

My Commission expires: _____

STATE OF NORTH CAROLINA

COUNTY OF WASHINGTON

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____ personally appeared before me and acknowledged that _he is the Clerk of the COUNTY OF WASHINGTON and that _he acknowledged the execution of the foregoing instrument by its Chairman of the Board of Commissioners.

Witness my hand and Notary Seal, this ____ day of _____, 2019

Notary Public

My Commission expires: _____