

APPLICANT: DARE COUNTY

DISASTER: NC-055-095

**STATE DISASTER**  
**STATE-APPLICANT DISASTER ASSISTANCE AGREEMENT**

This Agreement made by and between the State of North Carolina, Dept. of Crime Control and Public Safety, Division of Emergency Management ("the State") and DARE COUNTY, North Carolina ("the Applicant") shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by the State to the Applicant pursuant to the State of Disaster declared by the Governor of the State of North Carolina on August 6, 2004.

The designated representative of the Applicant (Applicant's Agent) certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Applicant pursuant to a resolution duly adopted or passed by the Applicant's governing body.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving State disaster grant assistance.
3. The Applicant shall use disaster assistance funds solely for the purposes for which these funds are provided pursuant to State law.
4. The Applicant is aware of and shall comply with cost-sharing requirements of State disaster assistance; specifically that State assistance is limited to 75% of eligible expenditures, and that a Local cost share of 25% of eligible costs is required to be paid by the Applicant.
5. The Applicant shall provide the following completed documentation to the State:
  - a) Designation of Applicant's Agent;
  - b) State-Applicant Disaster Assistance Agreement;
  - c) Summary of Documentation Form itemizing actual costs expended for project payment requests;
  - d) Monthly Progress Reports;
  - e) Hard copies of Single Audit Reports within 60 days of close of fiscal year.

**If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.**

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principals or as directed by the North Carolina Division of Emergency Management. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. §7501 et. seq., and applicable North Carolina laws, rules and regulations. **The Applicant must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, the State may withhold or suspend payments under any grant award.**

7. The Applicant shall provide to the State monthly Progress Reports for all open projects funded by State disaster assistance grants. The first Progress Report will be due on the 10<sup>th</sup> day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10<sup>th</sup> day of each and every month thereafter until project completion. The North Carolina Division of Emergency Management will provide forms and reporting requirements to the Applicant.
8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State agencies full access to and the right to examine all records and documents related to the use of disaster assistance funds.
9. The Applicant shall return to the State, within thirty (30) days of a request by the North Carolina Division of Emergency Management, any funds advanced to the Applicant that are not supported by audit or other State review of documentation maintained by the Applicant.
10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.
11. The Applicant shall comply with all applicable provisions of State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.
12. The Applicant shall begin and complete all items of work within eighteen (18) months of the date of this Agreement. Applicant may request an extension of time by making a written request to the North Carolina Division of Emergency Management describing the circumstances causing the delay and proposing a completion date not to exceed twenty-four (24) months from the date of the request.
13. The Applicant shall request a final inspection within ninety (90) days after completion of each project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State inspectors at the time of final inspection. **The State reserves the right to conduct a final inspection of any project after expiration of the ninety- (90) day period and to reimburse Applicant only for costs documented at the time of final inspection.**
14. The Applicant shall comply with all applicable State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standards, and access by the physically handicapped.
15. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for debris removal, emergency protective measures, or completion of disaster restoration or repair work.
16. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State funds.
17. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in State disaster assistance programs.
18. The Applicant shall notify the State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.

19. The Applicant shall comply with all uniform grant administration requirements required by State statutes, rules and regulations, and Executive Orders issued by the Governor.

20. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement, then the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all state requirements.

FOR THE APPLICANT:

4/18/05  
Date

56-6000 293  
Applicant's Federal Tax I.D.  
Number (Required)

BY: \_\_\_\_\_  
Signature

J. David Clawson Jr  
Typed Name

Finance Director  
Title

FOR THE STATE:

\_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

# State of North Carolina



MICHAEL F. EASLEY  
GOVERNOR

## EXECUTIVE ORDER NO. 62 PROCLAMATION OF STATE OF DISASTER FOR DARE AND HYDE COUNTIES

WHEREAS, I have determined that a State of Disaster and State of Emergency, as defined in N.C.G.S. §§ 166A-4 and 14-288.1(10), exists in the State of North Carolina, specifically in Dare and Hyde Counties as a result of the impact of Hurricane Alex on August 3, 2004.

WHEREAS, on August 3, 2004, Dare and Hyde Counties proclaimed a local State of Emergency;

WHEREAS, pursuant to N.C.G.S. § 166A-6, the criteria of Type I disaster are met including the following: 1) Receipt of the preliminary damage assessment from the Secretary of Crime Control and Public Safety; 2) Dare and Hyde Counties declared a local state of emergency pursuant to N.C.G.S. § 166A-8 and N.C.G.S. §§ 14-288.12, 14-288.13 and 14-288.14, and forwarded a written copy of the declaration to the Governor; 3) The preliminary damage assessment meets or exceeds the criteria established for the Small Business Disaster Loan Program pursuant to 13 C.F.R. Part 123, or meets or exceeds the State infrastructure criteria set out in N.C.G.S. § 166A-6.01(b)(2)a; and, 4) A major disaster declaration by the President of the United States pursuant to the Stafford Act has not been declared; and

NOW THEREFORE, pursuant to the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, IT IS ORDERED:

Section 1. Pursuant to N.C.G.S. §§ 166A-6 and 14-288.15, a State of Disaster and State of Emergency is hereby declared for Dare and Hyde Counties.

Section 2. State and local government entities and agencies are hereby ordered to cooperate in the implementation of the provisions of this proclamation and the provisions of the North Carolina Emergency Operations Plan.

Section 3. Bryan E. Beatty, Secretary of Crime Control and Public Safety and/or his designee, is hereby delegated all power and authority granted to me and required of me by Chapter 166A and Article 36A of Chapter 14 of the General Statutes for the purpose of implementing the said Emergency Operations Plan and to take such further action as is necessary to promote and secure the safety and protection of the populace in the above-referenced City.

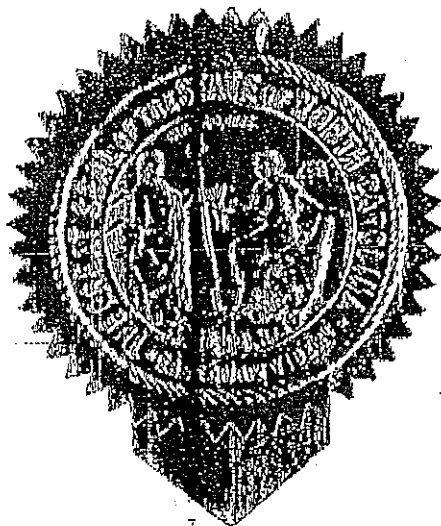
Section 4. Further, Bryan E. Beatty, Secretary of Crime Control and Public Safety, as chief coordinating officer of the State of North Carolina, shall exercise the powers prescribed in N.C.G.S. § 143B-476.

Section 5. I authorize this proclamation: (a) to be distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; (b) unless the circumstances of the state of disaster prevent or impede, to be promptly filed with the Secretary of Crime Control and Public Safety, the Secretary of State, and the clerks of superior court in the counties to which it applies; and (c) to be distributed to others as necessary to assure proper implementation of this proclamation.

Section 6. The Type I disaster declaration shall expire 30 days after the issuance of the State of Disaster and State of Emergency and Type I disaster proclamation for Dare and Hyde Counties, issued on August 6, 2004, unless renewed by the Governor or the General Assembly. Such renewals may be made in increments of 30 days each, not to exceed a total of 120 days from the date of first issuance. The Joint Legislative Commission on Governmental Operations shall be notified prior to the issuance of any renewal of a Type I disaster declaration.

Done in the Capital City of Raleigh, North Carolina this the 6th day of August,

2004.



*Michael F. Easley*  
MICHAEL F. EASLEY  
GOVERNOR

ATTEST:

ELAINE MARSHALL  
SECRETARY OF STATE

**RESOLUTION  
DESIGNATION OF APPLICANT'S AGENT**  
North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) \_\_\_\_\_ Disaster Number: **NC-055-095**

Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate):  
**North Carolina Department of Crime Control and Public Safety**

Applicant's Fiscal Year (FY) Start \_\_\_\_\_ Month: **July** Day: **1**

Applicant's Federal Employer's Identification Number  
**56-6000293**

Applicant's Federal Information Processing Standards (FIPS) Number  
**055-99055-00**

PRIMARY AGENT	SECONDARY AGENT
Agent's Name <b>J. David Clawson Jr.</b>	Agent's Name <b>Sally DeFosse</b>
Organization <b>Dare County</b>	Organization <b>Dare County</b>
Official Position <b>Finance Director</b>	Official Position <b>Assistant Finance Director</b>
Mailing Address <b>P.O. Box 1000</b>	Mailing Address <b>P.O. Box 1000</b>
City, State, Zip <b>Manteo, NC 27954</b>	City, State, Zip <b>Manteo, NC 27954</b>
Daytime Telephone <b>(252) 473-5731</b>	Daytime Telephone <b>(252) 473-5733</b>
Facsimile Number <b>(252) 473-5668</b>	Facsimile Number <b>(252) 473-5668</b>
Pager or Cellular Number <b>(252) 256-0631</b>	Pager or Cellular Number <b>(252) 305-3793</b>

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended), Chapter 166A of the North Carolina General Statutes, or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this **18** day of **April**, 2005

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title	Name
Name and Title	Official Position
Name and Title	Daytime Telephone

**CERTIFICATION**

I, \_\_\_\_\_, (Name) duly appointed and \_\_\_\_\_ (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of \_\_\_\_\_ (Organization) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

## STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.