

STATE OF NORTH CAROLINA  
COUNTY OF DARE

THIS AGREEMENT is made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2006 by and between the Dare County Transportation System (hereinafter referred to as "DCTS"), the County of Dare (hereinafter referred to as "County"), the Outer Banks Community Development Corporation, Inc. (hereinafter referred to as "CDC ") and The North Carolina Department of Transportation (hereinafter referred to as "DOT") to provide support for the Outer Banks Transportation Task Force (hereinafter referred to as "OBTTF").

WITNESSETH:

WHEREAS, the OBTTF is a volunteer committee appointed by County to address transportation issues in Dare and Currituck Counties and the six municipalities in Dare County; and

WHEREAS, the OBTTF is in need of paid staff to provide clerical and support to the volunteer task force and its several committees; and

WHEREAS, the CDC is an entity whose purpose is to assist in providing affordable housing and economic development to the citizens of Dare County; and

WHEREAS, those in need of affordable housing often have transportation problems such that joint planning and cooperation between the CDC and the OBTTF is beneficial; and

WHEREAS, CDC currently has permanent staff capabilities to perform the clerical and support services needed by OBTTF and has supervisory personnel on staff and the capability to hire additional staff, if necessary, to accomplish the purposes set forth herein and has agreed to make those capabilities available to the OBTTF; and

WHEREAS, DOT and Dare County have agreed to provide the funding necessary to pay CDC for the staffing needs set forth herein;

NOW, THEREFORE, in consideration of the mutual premises and conditions contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The CDC will provide the following services:
  - a. Organize and schedule all OBTTF meetings, including the preparation and dissemination of meeting agendas, and notices and minutes of such meetings - insuring compliance with all open meeting laws and the bylaws of CDC.
  - b. Assist the OBTTF Future Organization Committee with its goal of establishing or merging with a permanent organization on the Outer Banks to assume the responsibility for transportation initiatives of the OBTTF.

- c. Maintain and serve as the “gatekeeper” for the OBTTF website: [www.obtransportation.org](http://www.obtransportation.org).
  - d. Assist the OBTTF with a review of all OBTTF activities and plans, and establish short-term and long-term goals for the OBTTF, with an emphasis on identifying goals that can be accomplished within the next two years.
  - e. Find long term and short term funding sources for the OBTTF, using the assistance of OBTTF members where necessary.
  - f. Hire consulting services where needed to assist in accomplishing the organizational and short-term goals of the OBTTF.
  - g. In conjunction with the OBTTF, develop a plan for ongoing administrative support for the OBTTF.
2. The term of this agreement shall be for a period of one year and shall be renewable only upon the consent of all of the parties.
3. The CDC shall be paid the sum of \$40,087.00 to provide the forgoing services on behalf of the OBTTF.
4. DOT shall pay \$34,073.00 of the aforesaid sum and County shall pay the remaining portion of said sum.
5. The executive Committees of the OBTTF and the CDC shall meet within thirty days of the execution of this agreement by all parties to determine the method and rate of allocation of the funds set forth above. In the event that the parties cannot agree, this agreement shall terminate and the parties shall have no other or further obligation to the other.
6. All sums paid to the CDC pursuant to this agreement shall be used solely for the purpose of compensating CDC for the services provided hereunder. CDC shall, upon request, make its books and records available to County and/or DOT, or their designee, for review and verification.
7. The CDC shall be authorized to hire and supervise staff to perform the services set forth herein, the hiring and supervision of such staff shall be pursuant to the policies and procedures of the CDC.
8. The CDC shall enter into such other agreements requested by DOT as a condition of its grant of funds and shall make such other and further financial reports as may be required by DOT.

9. The OBTTF and the CDC shall at all times remain as separate entities. All decisions concerning transportation issues shall be made by the OBTTF; the CDC's sole function under this agreement is to provide the support services set forth above.
10. The OBTTF Chairperson and/or Vice Chairperson, or the Chairperson's designee, will regularly attend the regularly scheduled meetings of the CDC Board of Directors to report on activities and to provide and to receive input on the performance of the services provided under the terms hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

~~OUTER BANKS TRANSPORTATION TASK FORCE.~~

BY: \_\_\_\_\_ (SEAL)  
Chairman

COUNTY OF DARE

BY: \_\_\_\_\_ (SEAL)  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

OUTER BANKS COMMUNITY DEVELOPMENT  
CORPORATION, INC.

BY: \_\_\_\_\_ (SEAL)  
President

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

BY: \_\_\_\_\_ (SEAL)  
Authorized representative

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

\_\_\_\_\_  
County Finance Officer