



# Town of Southern Shores

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## **Exhibit B – Description of Services, Compensation, and Expenses**

The services for which the League is providing the **Town of Southern Shores** through NCLM's Consultant, **Witt O'Brien's**, is titled **Grant Services**.

### **Background:**

**The of Southern Shores** received ARP Local Fiscal Recovery Funds (LFRF) and has identified several needs within their community where they can leverage their LFRF to benefit their community. The League Grant Service technical assistance service line aims to maximize the impact and benefit of North Carolina municipalities' LFRF allocations to make transformational, impactful and needed investments in their communities.

The **Town of Southern Shores** has identified several projects and areas of need within their community. Their LFRF allocation will only meet some of these needs.

### **Scope of Services Available:**

The League is prepared to provide up to \$30,000 worth of Grant Services, unless otherwise amended by the League and agreed upon by the Town of Trinity, to invest in Trinity's pursuit of alternative funding options, including grants, appropriations or other mechanisms deemed appropriate, to fulfill its objectives and maximize or leverage their ARP LFRF allocation.

There are a total of three possible phases for these Grant Services, each having a maximum budget available to apply towards eligible associated costs as defined by:

***Phase 1: Project identification, project prioritization, and available funding source identification based on alignment, eligibility, timeline, and the municipality's ability to meet requirements or criteria.*** This phase will require exploration by the Consultant, Witt Obrien's, to determine the appropriate and optimal paths, including discussion with the appropriate municipal point of contact(s) about what the needs are, what projects have already been identified as needs, and working through an analysis to determine the most competitive options. Once these decisions are mutually made between the Consultant and the municipality, the municipality will have the opportunity to proceed with Phase 2, prepare grant application(s), or opt not to proceed.

Phase 1 is eligible for up to \$10,000 for the work to perform the scope of services within this phase. Costs are covered by the League, up to \$10,000, and paid directly to the Consultant.

To proceed to Phase 2 and be eligible for an additional service valued up to \$10,000, the municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

**Phase 2: Preparation and submittal of the grant application(s).** This phase covers all of the work the Consultant will do to prepare an application(s) that meets the criteria and requirements of the grantor and the grant program, to the best of their ability, based on the municipality's responsiveness to questions, data, and the information requested by the Consultant.

Phase 2 is eligible for up to \$10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs are covered by the League, up to \$10,000, and paid directly to the Consultant.

To proceed to Phase 3 and be eligible for an additional service valued up to \$10,000, the municipality, the League, and the Consultant will communicate their interests to proceed. The League can authorize the Consultant to proceed via written notification at that time.

**Phase 3: Grant Award Management.** Work in this phase includes:

- Finalizing the grant agreements between the grantor and the grantee, identifying and preparing required compliance measures and documents.
- Drafting or updating appropriate policies and procedures, helping to implement necessary internal controls, and providing staff training as appropriate.
- Establishing a method to meet reporting requirements (may include reporting activities).

This phase may or may not be appropriate or available for funding, depending on the following scenarios:

1. The Consultant and municipality must secure a grant award to be eligible for a Grant Award Management, and
2. The timeline for which the compliance and reporting requirements are necessary surpasses the availability of the League's Grant Services for towns due to the obligation and expenditure deadlines of the U.S. Treasury and the American Rescue Plan program. See the timeline below for more details.

Phase 3 is eligible for up to \$10,000 for the work required by the Consultant to perform the scope of services within the phase. Costs covered by the League, up to \$10,000, and paid directly to the Consultant.

#### **Timeline:**

Costs associated with the scope of services outlined above are available for reimbursement by the League by paying the Consultant through December 31, 2026. The

Consultant and the municipality will determine grant service project schedules individually. The League can only support costs and pay for services rendered before January 1, 2027.

**Considerations:**

1. Neither the League nor Witt O'Brien's can guarantee a successful grant award. Many factors, including those out of the Consultant's control, can impact the outcome of a grant application. By signing this MOA, the municipality understands and accepts this reality. However, a grant application reflective of a responsive, thoughtful, and prepared effort is valuable and can be utilized for future opportunities that benefit the municipality. The grant application package's contents will be the municipality's property to use as they wish for future needs.
2. The Consultant and the League will remain in active communication through their work with a municipality. Through the League's Agreement with Witt O'Brien's, the Consultant has agreed to notify the League if a service is reaching the maximum amount of costs associated with the scope and phase of the project. Therefore, there shall be no surprises of extra expenses exceeding the maximum threshold unless deemed acceptable by the municipality to be borne at their cost.
3. The municipality understands that Witt O'Brien's will require their time and resources to obtain data and information to complete assessments, applications, and management services, if applicable. By signing this Agreement, the municipality understands and accepts that responsibility.
4. When the municipality is granted an award through the successful grant application by the Consultant, it is not the League's intent to require the municipality to accept the award officially. While we would prefer the town's acceptance of the grant to meet the interests of this program, we understand and appreciate that circumstances can change over time. However, it should be noted that a decision not to proceed at this stage in the process may result in the League's inability to invest in future/additional grant awards for the municipality and will likely be looked upon unfavorably by the granting source, thus possibly making the municipality non-competitive with that grantor in future funding cycles.

**Conclusion:**

Based on the available phases of the Grant Services technical assistance program and the undetermined number of phases for which the **Town of Southern Shores** will desire to employ at this time, it is agreed that the **Town of Southern Shores**, through execution of this Agreement, is eligible for a value of services ranging from \$10,000 to \$30,000.