

Agenda - Meeting
Greene County Board of Commissioners
5:00 PM - Greene County Operations Center
Monday, February 16, 2026

A. Call to Order

Invocation & Pledge of Allegiance

B. Approval of Agenda

C. Public Information

1. Monthly Financial Report

D. Consent Agenda

1. 01-05-26 Regular Meeting Minutes
2. 01-20-26 Regular Meeting Minutes
3. Consideration of Late Present Use Value Applications
4. Releases/Refunds
5. Budget Amendment E-911
6. Budget Amendment Public School Repair and Renovation
7. Budget Amendment - Health Department
8. Budget Amendment — Dept of Social Services

E. Public Comments

Individuals who sign up on the sign-up sheet by the entrance before the meeting begins will have up to three (3) minutes to speak, in accordance with the public comment policy.

F. Presentation(s)

1. Collection Report, Order to Advertise, and Schedule Board of Equalization and Review (Presenter: Stephanie Wiggins)
2. Proclamation for National FFA Week 2026 (Presenter: Olivia Heck, President, Greene County FFA)

G. County Manager

1. Acceptance of State and Local Cybersecurity Grant Program Funds awarded to Emergency Management

H. County Attorney's Comments

I. Commissioners' Report and Recommendation

J. Closed Session

Attorney-Client Privilege - To conduct a closed session pursuant to the provisions set forth in N.C.G.S. § 143-318.11(a)(3)

Personnel - To conduct a closed session pursuant to the provisions set forth in N.C.G.S. § 143-318.11(a)(6)

K. Adjourn



Greene County Board of Commissioners
Meeting Date: February 16, 2026
Monthly Financial Report

Item No:
C.1

January 2026 Financial Report

Staff Recommendations: For Informational Purposes Only; No Board Action Required At This Time

Agenda Item Information

Item No: C.1

Monthly Financial Report

Presented By: Kyle DeHaven

Department: Finance

Reviewed By:
Aleigha Tingen

Financial Report 01.2026

GREENE COUNTY FINANCIAL SUMMARY

January 2026



GREENE COUNTY
NORTH CAROLINA

GENERAL FUND				
REVENUES	Budget	MTD	YTD	YTD%
Ad Valorem Taxes	(11,065,000)	(2,002,090)	(10,088,088)	91.17%
Taxes/Licenses-Other	(6,997,590)	(566,390)	(2,352,002)	33.61%
Sales and Services	(2,266,681)	(130,802)	(1,153,228)	50.88%
Misc. General Revenue	(1,496,806)	(55,545)	(551,490)	36.84%
Program Specific Revenue	(850,400)	(108,869)	(487,522)	57.33%
Social Services Revenue	(2,084,046)	(175,275)	(887,750)	42.60%
Public Health Revenue	(1,939,979)	(54,112)	(610,441)	31.47%
Transfers In	0	0	0	0.00%
Fund Balance Approp	(342,310)	-	-	0.00%
TOTAL REVENUES	(27,042,812)	(3,093,083)	(16,130,523)	59.65%
EXPENSES	Budget	MTD	YTD	YTD%
Governing Body	205,185	6,664	114,430	55.77%
General Government	641,244	9,228	512,262	79.89%
Administration	1,140,549	84,078	525,922	46.11%
Tax	695,877	50,336	344,232	49.47%
Court	26,315	4,402	13,569	51.56%
Elections	261,167	16,174	155,568	59.57%
Register of Deeds	311,162	24,522	161,425	51.88%
Building Inspections	628,296	36,819	314,767	50.10%
Animal Control	300,604	34,007	196,038	65.21%
Sheriff	2,656,793	226,317	1,573,756	59.24%
Jail	2,153,816	268,829	1,627,481	75.56%
Emergency Management	421,157	19,948	220,560	52.37%
Emergency Medical Servs	2,612,115	220,010	1,912,198	73.20%
Communications/Dispatch	844,889	76,037	525,795	62.23%
Public Buildings	640,000	57,194	332,763	51.99%
Forestry	107,747	0	29,612	27.48%
Economic Development	531,033	19,881	371,892	70.03%
Juvenile Restitution	56,577	4,490	34,838	61.58%
Cooperative Extension	284,159	20,833	113,160	39.82%
Soil Conservation	163,111	13,180	98,017	60.09%
Veterans	52,016	2,835	36,712	70.58%
DJJDP Youth Program	47,707	4,425	27,362	57.36%
School	4,069,942	339,487	2,083,943	51.20%
Community College	264,000	22,000	154,000	58.33%
Library	155,250	12,938	90,563	58.33%
Mental Health	64,818	5,402	37,811	58.33%
Recreation	468,888	37,845	245,793	52.42%
Farmers Market	14,500	617	9,210	63.51%
Dept of Social Services	3,609,239	314,246	2,044,461	56.65%
Public Health	2,629,655	153,742	1,212,838	46.12%
Senior Services	394,123	30,474	222,880	56.55%
Transfers Out	590,878	899	3,278	0.55%
TOTAL EXPENSES	27,042,812	2,117,859	15,347,133	56.75%
REVENUE UNDER (OVER) EXPENSE		(975,225)	(783,390)	

UTILITY FUND				
REVENUES	Budget	MTD	YTD	YTD%
Charges For Srvs-Water	(2,854,000)	(241,699)	(1,738,197)	60.90%
Charges For Srvs-Sewer	(757,000)	(68,101)	(498,226)	65.82%
Alternative Water Fees	(815,000)	(70,043)	(490,529)	60.19%
Service Charges	(123,000)	(9,880)	(75,492)	61.38%
Miscellaneous Revenue	(108,000)	(9,732)	(73,686)	68.23%
Fund Balance Approp	(100,000)	-	-	0.00%
TOTAL REVENUES	(4,757,000)	(399,455)	(2,876,130)	60.46%
EXPENSES	Budget	MTD	YTD	YTD%
Salaries/Fringes	774,019	63,245	447,959	57.87%
Operating	2,866,760	218,085	1,187,714	41.43%
Debt Principal/Interest	92,221	-	-	0.00%
Capital Outlay	109,000	-	108,807	99.82%
Depreciation	-	-	-	0.00%
Transfers Out	915,000	-	-	0.00%
TOTAL EXPENSES	4,757,000	281,330	1,744,480	36.67%
REVENUE UNDER (OVER) EXPENSE		(118,125)	(1,131,650)	

LANDFILL FUND				
REVENUES	Budget	MTD	YTD	YTD%
Solid Waste Fees	(824,333)	(160,283)	(750,028)	90.99%
Solid Waste/Scrap Tire/White Goods Tax	(56,000)	-	(18,471)	32.98%
Miscellaneous Revenue	(31,300)	(5,022)	(24,433)	78.06%
Charges For Services	(196,000)	(17,021)	(133,554)	68.14%
Transfers In	-	-	-	0.00%
Fund Balance Approp	-	-	-	0.00%
TOTAL REVENUES	(1,107,633)	(182,327)	(926,486)	83.65%
EXPENSES	Budget	MTD	YTD	YTD%
Landfill Operating	402,633	33,025	233,956	58.11%
Collections Operating	542,000	47,894	295,589	54.54%
Landfill Closure	30,000	-	-	0.00%
Scrap Tire	35,000	1,529	17,341	49.55%
White Goods	3,000	-	-	0.00%
Capital Outlay	95,000	-	46,798	0.00%
TOTAL EXPENSES	1,107,633	82,449	593,684	53.60%
REVENUE UNDER (OVER) EXPENSE		(99,878)	(332,801)	

TRANSPORTATION FUND				
REVENUES	Budget	MTD	YTD	YTD%
Charges For Services	(224,600)	(24,551)	(155,513)	69.24%
Grants	(435,218)	(6,755)	(256,025)	58.83%
Miscellaneous Revenue	-	-	(42)	100.00%
Fund Balance Approp	(141,525)	-	-	0.00%
TOTAL REVENUES	(801,343)	(31,306)	(411,580)	51.36%
EXPENSES	Budget	MTD	YTD	YTD%
Salaries/Fringes	445,633	35,577	251,211	56.37%
Operating	134,410	7,092	103,763	77.20%
Capital	221,300	0	96,368	43.55%
Transfers Out	0	-	-	0.00%
TOTAL EXPENSES	801,343	42,669	451,343	56.32%
REVENUE UNDER (OVER) EXPENSE		11,363	39,763	

FUND BALANCES			
	2024-2025	2023-2024	2022-2023
Nonspendable: Prepaids	114,485	265,904	5,873
Stabilization By State Statute	10,807,414	5,285,372	2,903,185
Register Of Deeds	28,795	22,070	13,587
Public Safety	726,022	795,689	1,164,234
Human Services	1,647,768	2,143,513	2,288,763
Opioid Settlement	474,569	330,965	-
Economic Development	162,262	184,439	31,548
Education	-	14,750	-
Greene County ABC Board	296,275	253,950	211,286
USDA Loan Payments	1,584,707	1,318,344	1,270,841
Tax Revaluation	-	160,879	106,678
Environmental Protections	-	-	50,000
Subsequent Year's Expenditures	141,525	16,145	515,000
Unassigned Fund Balance	5,440,480	9,988,630	10,993,039
Total Fund Balances	21,424,302	20,780,650	19,554,034

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, January 5, 2026, at 10:00 AM in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice-Chairman Jerry Jones, Commissioner Derek Burrese, Commissioner Ray Johnson, Commissioner Robert Taylor, Jr., County Manager Kyle DeHaven, County Attorney Kevin MacQueen, and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Bennie Heath called the meeting to order at 10:00 AM, and asked Commissioner Burrese to give the Invocation and lead the Pledge to the Flag.

There were six Greene County staff and six people from the public in attendance.

B. Approval of Agenda

On a motion by Commissioner Johnson and seconded by Vice-Chairman Jones, the Board voted unanimously to approve.

C. Consent Agenda

On a motion by Commissioner Johnson and seconded by Vice-Chairman Jones, the Board voted unanimously to approve.

1. 12-15-2025 Regular Meeting Minutes
2. Consideration of Late Applications
3. Releases/Refunds

D. Public Comments

1. Mr. David Edwards of 508 Westminster Drive, Greenville, NC. He is owner/operator of Bear Gardens Animal Rescue. Mr. Edwards spoke about the incident at the County Animal Shelter. He stated they support the animal shelter and work with them on the rescue of cats. They try to take in sick animals and help get vet care for them when the shelter cannot. They want to continue to support the shelter and the staff.

E. Presentation(s)

1. Chlorine Conversion Improvement

Mr. Rich Moore of McDavid Associates made a presentation on the Chlorine Conversion Project. Mr. Moore stated that Greene County applied for financial assistance from the Division of Water Infrastructure (DWI) on April 28, 2018. DWI issued a Letter of Intent to fund Greene County on August 1, 2018, offering \$691,500 grant and \$691,500 loan (0% interest, 20-year term). On June 1, 2022, the DWI extended an offer to Greene County of \$691,500 grant from American Rescue Plan funds to displace the original loan obligation. The project is now 100% grant funded. Based on approved scoping and final design, the project bid 3 times. At the 3rd bid

opening, only 1 contractor submitted a bid. The low and only bidder is WIMCO, a general contractor out of Washington, NC who specializes in commercial buildings. The WIMCO bid was rejected. The project was re-advertised. Two bids were received on December 18, 2025. Laughin-Sutton Construction Company was the low bidder. Based on the low bid, the project requires additional funding. To get the project into balance with available funds, a scope reduction that moves forward with chlorine conversion at remaining wells, except Wells 9B, 10, and 12A (will continue to operate off gas). In the future, the County will have the ability to renovate the remaining three wells as annual capital expenditures, hopefully saving money in the future. It is anticipated that construction costs will decrease over the next 18 months. A delay in the current project would be an effective option. However, timelines of grant fund expenditure make a delay in construction not an option. Mr. Moore recommended approval to move forward as stated.

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

2. Ms. LeAnn Bagasala; FY 2025 Audit Presentation

Ms. LeAnn Bagasala, Partner with Mauldin Jenkins, PLLC, presented the FY 24/25 audited financial statements. She reviewed the process of auditing financial statements and how Greene County Government fared. She addressed all areas of the audit, both exceptional and areas for improvement. She took questions. Commissioner Burress asked about the lottery fund and the statement they had written in the draft copy of the audit they had received. Ms. Bagasala and Mr. DeHaven explained the lottery fund statement in the draft. Commissioner Burress also asked if they would be receiving a hard copy of the presented audit. Ms. Bagasala explained that they would as it is at the printers. Mr. DeHaven asked the Board for approval of the audited financial statements.

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

F. County Manager

1. EMS Fee Schedule - Amendment

Colleton Billing, the County's EMS billing provider has recommended a rate increase for several EMS treatment services. The proposed adjustments are consistent with the company's annual rate review and recommendation process. The County requesting approval of the proposed rate schedule recommended by Colleton Billing. Commissioner Burress asked Brock Kearney to explain the dates for the rate changes. Mr. Kearney explained that the fee changes would be effective January 1, 2026 till they are changed again.

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

2. Year in Review

Mr. DeHaven presented, for informational purposes only, the County Year in Review. As the 2025 calendar year concludes, Mr. DeHaven asked all Department Heads to reflect and review the accomplishments achieved across our organization. Mr. DeHaven read the list of accomplishments the Departments provided and the list will be attached to the minutes of this meeting.

G. County Attorney's Comments

The County Attorney, Kevin MacQueen wished everyone a Happy New Year.

H. Commissioners' Report and Recommendation

Chairman Heath noted that the ribbon cutting ceremony for the new playground at Parks and Recreation will take place on Tuesday, January 20, 2026, from 11 to 1 at the playground. Chairman Heath also noted there will be a pancake supper at Free Union Church on January 23rd.

Commissioner Taylor asked about the signage for the ball fields concerning no alcohol consumption on County property. Mr. DeHaven said he would check into this.

Commissioner Johnson thanked Brock Kearney for stepping up and doing the job of recording these meetings and having them posted online.

Commissioner Burress spoke regarding conditions at the Greene County Animal Shelter and raised concerns about animal care, also concerns about four-wheeler safety.

I. Closed Session

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to go into Closed Session.

1. *1. Attorney-Client Privilege - To conduct a closed session pursuant to the provisions set forth in N.C.G.S. § 143-318.11(a)(3)*
2. *Economic Development - To conduct a closed session pursuant to the provisions set forth in N.C.G.S. § 143-318.11(a)(4)*
3. *Personnel - To conduct a closed session pursuant to the provisions set forth in N.C.G.S. § 143-318.11(a)(6)*

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to come out of Closed Session.

J. Adjourn

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to adjourn.

Bennie Heath, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Tuesday, January 20, 2026, at 5:00 PM in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice-Chairman Jerry Jones, Commissioner Derek Burrell, Commissioner Ray Johnson, Commissioner Robert Taylor, Jr., County Manager Kyle DeHaven, County Attorney Kevin MacQueen, and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Bennie Heath called the meeting to order at 5:00 PM, and asked Commissioner Bobby Taylor to give the Invocation and lead the Pledge to the Flag.

There were three Greene County staff and eight people from the public in attendance.

B. Approval of Agenda

On a motion by Commissioner Johnson and seconded by Vice-Chairman Jones, the Board voted unanimously to approve.

C. Public Information

Monthly Collection Report and Monthly Financial Report presented for information only.

1. Monthly Collection Report
2. Monthly Financial Report

D. Consent Agenda

Chairman Heath asked that the minutes from the last meeting be removed.

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

1. Consideration of Late Present Use Value and Property Tax Relief Applications
2. Releases/Refunds

E. Public Comments

1. Martha Worthington, DVM, 5600 Old Snow Hill Rd., Ayden. Dr. Worthington came and spoke about our Animal Shelter. She stated the shelter needs better support from the county and community. She said the staff needs training, and better plans in place and better animal protection.

F. County Manager

1. New County Land Use Plan RFP

Mr. DeHaven presented a request to award a new contract for updating of the County Land Use Plan. Per General Statutes, a current Land Use Plan is required for counties governing Land Use Regulations. In November 2025, Greene County released an RFP to update our current Land Use Plan. The current plan was created in 2012 and to remain in compliance with General Statutes, our current plan is required to be updated. The County received five proposals, which included: WPCOG (\$73,150), Insight (\$80,500), MPC (\$95,503), Bolton and Menk (\$136,668), and Housel Lavigne (\$196,890). Brandon Sutton, the Planning Director, recommends one of the two lowest bidders, Insight. This is based on the constant communication he has received from their office, as well as, the details included in their proposal.

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve.

G. County Attorney's Comments

No Comments.

H. Commissioners' Report and Recommendation

Chairman Heath stated he really did not have any comments, but wanted to share some sad news. A former County Commissioner passed away this morning. Also, Mike Gay, the President of the local Farm Bureau has passed away. Please keep both families in your prayers.

Commissioner Burress noted that he asked for the minutes from the last meeting be pulled because he had made comments in open session about the Animal Shelter and those comments were not in the minutes from that meeting.

Chairman Heath also reminded everyone that the Free Union OFWB Church Sausage & Pancake Supper Fundraiser is this Friday, January 23, 5 - 7:30 p.m.

Commissioner Jones noted that the Mt. Olive University fundraiser for this coming weekend has been cancelled.

I. Closed Session

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to go into Closed Session.

1. Attorney-Client Privilege - *To conduct a closed session pursuant to the provisions set forth in N.C.G.S. § 143-318.11(a)(3)*

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board voted unanimously to come out of Closed Session.

J. Adjourn

On a motion by Vice-Chairman Jones and seconded by Commissioner Johnson, the Board

voted unanimously to adjourn.

Bennie Heath, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

To: Mr. Kyle DeHaven, Greene County Manager
Greene County Board of Commissioners

From: Stephanie C. Wiggins, Greene County Tax Administrator

Date: February 16, 2026

Re: Late applications for Present Use Value

Consideration of Late Application for Present Use Value

The assessor has no authority to approve a late application for the present use value deferment. However, GS 105-282.1(a1) states "upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the date of the listing period may be approved by the Board of Commissioners". If approved, the application is for the current year and is not retroactive. Due to information on the application being confidential, a copy of the application is not attached.

Attached are letters from taxpayers requesting your consideration of their late applications. The applicants and parcels meet the eligibility requirements. Consideration of these late applications would be appreciated and is recommended since the Board has previously considered other late applications.

Present Use Value Applications:

Frederick Curtis Everett, et al – Parcel 0305950

Tony Everett, et al – Parcel 0325194

STEPHANIE WIGGINS
TAX ADMINISTRATOR



GREENE COUNTY
TAX DEPARTMENT

TO: Greene County Board of Commissioners

FROM: Frederick Curtis Everett
Crystal M Everett
Brandi Michelle Grist

DATE: 1-28, 2026

RE: Request for acceptance of late present use value application on Parcel 0305950

Please accept my request for acceptance of my late application for present use value on the above referenced parcel. My reason for filing untimely is:

Did not receive paperwork in the mail.

Frederick Curtis Everett
Frederick Curtis Everett

1-28-26
Date

Crystal M Everett
Crystal M Everett

1-28-26
Date

Brandi Michelle Grist
Brandi Michelle Grist

1-27-26
Date

RECEIVED

JAN 29 2026

GREENE COUNTY
TAX DEPARTMENT



GREENE COUNTY
TAX DEPARTMENT

TO: Greene County Board of Commissioners
FROM: Tony Lee Everett & Marguerite Lyon Everett
DATE: January 28, 2026

RE: Request for acceptance of late present use value application on Parcel 0325194

Please accept my request for acceptance of my late application for present use value on the above referenced parcel. My reason for filing untimely is:

We just purchased the land from Tony's cousin
and trying to get all this straight.

Tony Lee Everett
Tony Lee Everett

1-28-26
Date

Marguerite Lyon Everett
Marguerite Lyon Everett

1-28-26
Date

RECEIVED

JAN 29 2026

GREENE COUNTY
TAX DEPARTMENT

**GREENE COUNTY
BUDGET REQUESTS**



Department: E-911

Effective Date: 1/15/26

LINE ITEM TRANSFER					
FROM			TO		
Acct #	Acct Name	Amount	Acct #	Acct Name	Amount
Total		\$ 0.00	Total		\$ 0.00

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Acct #	Acct Name	Amount	Acct #	Acct Name	Amount
16201-439111	Transfer from GF	439.00	11990-580019	Transfer to E911	439.00
Total		\$ 439.00	Total		\$ 439.00

Justification:
 The E911 Board has determined \$439.00 of ineligible expenses were charged to the E-911 fund in FY 2025.

Requested by:
Sandy Shirtz

Commissioner/County Manager Approval:

**GREENE COUNTY
BUDGET REQUESTS**



Department: Public School Repair and Renovation

Effective Date: 2/1/26

LINE ITEM TRANSFER					
FROM			TO		
Acct #	Acct Name	Amount	Acct #	Acct Name	Amount
Total		\$ 0.00	Total		\$ 0.00

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Acct #	Acct Name	Amount	Acct #	Acct Name	Amount
102801-433166	Lottery Revenue	2,233,057.82	102851-528104	Renovation	2,233,057.82
Total		\$ 2,233,057.82	Total		\$ 2,233,057.82

Justification:
 To budget for all available public school repair and renovation funds through 6/30/26. Future years will be budgeted at \$500,000 per year.

Requested by:
Sandy Shirtz

Commissioner/County Manager Approval:

GREENE COUNTY
BUDGET AMENDMENT
DATE: February 2, 2026
DEPARTMENT: Public Health

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
WIC Client Services	11-172-4381-03	\$ 3,696.00	WCS Contracted Services	11-550-5275-00	\$ 3,696.00
Total		\$ 3,696.00	Total		\$ 3,696.00
<u>Explanation:</u> <u>WIC Client Services \$3,696:</u> The Greene County Department of Public Health was awarded additional state funds for increasing WIC participation above their initial caseload assignment 100% during the assessment period of August - September 2025 during SFY 25-26, as defined in the Revision 1 Agreement Addendum. Therefore, the local health department's per participant rate was increased to enhance their ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, which is to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development.					

Requested by:

Jay Brock

Approved by:

**GREENE COUNTY
BUDGET REQUESTS**



Department: Department of Social Services

Effective Date: 1/26/2026

LINE ITEM TRANSFER					
FROM			TO		
Acct #	Acct Name	Amount	Acct #	Acct Name	Amount
Total		\$ 0.00	Total		\$ 0.00

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Acct #	Acct Name	Amount	Acct #	Acct Name	Amount
11171-437406	IV-D Incentive Revenue	\$11,206.28	11521-541300	IV-D Costs	\$11,206.28
Total		\$11,206.28	Total		\$11,206.28

Justification:
 Rollover Child Support Incentive funds from FY 24-25 not received until new fiscal year. These incentive funds are a reward to Greene County's Child Support program for good performance results in 5 different service areas and are to be reinvested in the county's Child Support program.

Requested by:
Amanda Smith

Commissioner/County Manager Approval:



Greene County Board of Commissioners

Meeting Date: February 16, 2026

Item No:

Collection Report, Order to Advertise, and Schedule Board of Equalization and Review

F.1

NCGS 105-369 requires the tax collector to report the amount of unpaid real property taxes for the current fiscal year, and upon receipt of the report, the governing board must order the tax collector to advertise the tax liens. Also, requesting to schedule dates for the Board of Equalization and Review.

Staff Recommendations: Requesting Board Action on the Item

Agenda Item Information

Collection Report, Order to Advertise, and
Schedule Board of Equalization and Review

Presented By: Stephanie Wiggins

Department: Tax

Reviewed By:
Stephanie Wiggins

Kyle DeHaven

Item No: F.1



To: Mr. Kyle DeHaven, Greene County Manager
Greene County Board of Commissioners

From: Stephanie C. Wiggins, Greene County Tax Administrator

Date: February 16, 2026

Re: Tax Office Issues

Collection Report – Order to Advvertise

Attached you will find the monthly collection report for January, 2026. The amount remaining uncollected on the report includes all real property taxes and personal property taxes. NCGS 105-369 requires the collector to report to the Board the amount of unpaid taxes for the current year that constitutes liens on real property. As of January 31, 2026, that amount is \$672,128.74. Upon receipt of this report, the Board of Commissioners must order the collector to advertise the tax liens.

For informational purposes, as of January 31, 2026, the collection rate was 92.70%. Increasing the rate from 92.70% to 99.22% (the audited collection rate for FY ending June 30, 2025) by June 30, 2026 does not happen because our taxpayers simply decide to pay. It takes the diligence of the entire tax department to work these accounts and encourage the taxpayers to pay. Every year, we analyze our strategy and try to make it more productive and more efficient.

Board of Equalization and Review

Per NCGS 105-322(e), the Board of Equalization and Review shall convene not earlier than the first Monday in April and not later than the first Monday in May; adjournment shall be on or before the third Monday following its first meeting. These meetings must be advertised at least 3 weeks prior to convening. I respectfully request that the Board of Equalization and Review be scheduled to convene on April 20, 2026 and adjourn on May 4, 2026.

Motion to approve is needed on both items.



Date: February 6, 2026

To: Greene County Board of Commissioners

From: Stephanie Wiggins - Tax Administrator

Subject: GS 105-350 (7) Monthly All levy
Report of amount collected on each year's taxes and amount remaining
uncollected - Collections posted as of January 31, 2026

Year		Current		FY 2025-2026	Amount Remaining	%
		Month		Collections YTD	Uncollected	Collected
		Adj. Payments+interest		Adj. Payments+interest		
2015		\$ -		\$ -	\$ 4,929.62	99.94%
2016		\$ -		\$ 244.32	\$ 4,112.50	99.95%
2017		\$ -		\$ 435.07	\$ 4,980.61	99.94%
2018		\$ 100.00		\$ 762.87	\$ 5,161.70	99.94%
2019		\$ -		\$ 4,965.22	\$ 7,522.45	99.92%
2020		\$ -		\$ 5.04	\$ 9,658.82	99.90%
2021		\$ 58.45		\$ 2,024.61	\$ 15,816.57	99.85%
2022		\$ 319.92		\$ 3,284.08	\$ 21,348.31	99.80%
2023		\$ 593.67		\$ 8,215.27	\$ 27,577.43	99.76%
2024		\$ 3,524.13		\$ 67,863.19	\$ 54,054.24	99.54%
2025		\$ 2,241,139.52		\$ 11,044,863.68	\$ 868,985.02	92.70%
Total		\$ 2,245,735.69		\$ 11,132,663.35	\$ 1,024,147.27	

MTD Levy added for 2025				
\$				
Beginning Receivable		ytd add'l levy	payments (principal only)	ytd interest(+)
\$		\$ 11,935,764.58	\$ 11,057,683.36	\$ 16,334.36
YTD:	releases	adjustments	refunds	write offs
	\$ 31,559.67	\$ 6,690.57	\$ (31,223.83)	\$ 2,069.79



Greene County Board of Commissioners

Meeting Date: February 16, 2026

Item No:

F.2

Proclamation for National FFA Week 2026

Proclamation for National FFA Week 2026.

Staff Recommendations: Requesting Board Action on the Item

Agenda Item Information

Item No: F.2

Proclamation for National FFA Week 2026

Presented By: Olivia Heck, President, Greene County **Department:** County Manager's Office
FFA

Reviewed By:
Kathy Mooring
Kyle DeHaven

20260210133600

CITIZEN OR GUEST REQUEST TO BE ON THE AGENDA FOR THE GREENE COUNTY BOARD OF COMMISSIONERS

BOARD MEETING YOU WISH TO PRESENT: February 16th, 2026

TOPIC(S) TO BE PRESENTED: Proclamation for National FFA Week 2026

PRESENTER'S NAME:

Olivia Heck & Emily Hardy

PRESENTER'S MAILING ADDRESS: 141 School Dr. Snow Hill, NC, 28580

PHONE #: 919-901-5728

FAX #: _____

PRESENTER'S EMAIL ADDRESS: oliviaheck@gcsedu.org

The Greene County Board of Commissioners will meet on the first Monday of the month at 10:00 a.m. and the third Monday of the month at 6:00 p.m. On Mondays where a meeting and holiday coincide, the meeting will fall on the following Tuesday at the same time and place.

In accordance with §34.01 Rules of Procedure (F) of the Greene County, NC Code of Ordinances – “A request to have an item placed on the agenda must be received no later than 5:00 p.m. on the Tuesday preceding the meeting.” If the presenter would like to provide additional attachments/handouts to the board prior to the meeting, the material(s) must be received by the Greene County Manager's Office no later than 12:00 pm of the Wednesday prior to the meeting. The request will be placed on the agenda as a presentation, which is defined as administrative and committee reports, unfinished business, and/or new business.

A Public Comment Period will be held at each meeting in accordance with §34.01 Rules of Procedure (G) of the Greene County, NC Code of Ordinances and the Greene County Public Comment Policy. The policies and ordinances can be found at www.greencountync.gov.

To submit the Request To Be On The Agenda For The Greene County Board Of Commissioners form:

- Call (252) 747-3446
- Email kathy.mooring@greencountync.gov
- Mail or deliver to Greene County Office Complex, County Manager's Office, 229 Kingold Blvd, Snow Hill, NC 28580.

National FFA WEEK

FEBRUARY 21-28, 2026

PROCLAMATION

Whereas, FFA and agricultural education provide a strong foundation for the youth of America and the future of food, fiber, and natural resources systems; and

Whereas, FFA promotes premier leadership, personal growth and career success among its members; and

Whereas, agricultural education and FFA ensure a steady supply of young professionals to meet the growing needs in the science, business, and technology of agriculture; and

Whereas, the FFA motto — “Learning to Do, Doing to Learn, Earning to Live, Living to Serve” — gives direction and purpose to these students who take an active role in succeeding in agricultural education; and

Whereas, FFA promotes citizenship, volunteerism, patriotism and cooperation.

Therefore, I do hereby designate the week of Feb. 21-28, 2026, as National FFA Week.

SIGNATURE

DATE



National FFA Organization | 6060 FFA Drive | Indianapolis, IN 46278-1370
317-802-6060 | 888-332-2668 | FFA.org



Greene County Board of Commissioners

Meeting Date: February 16, 2026

Acceptance of State and Local Cybersecurity Grant Program Funds awarded to Emergency Management

Item No:
G.1

Emergency Management has been awarded a grant from NC Emergency Management through the State and Local Cybersecurity Grant Program to support Greene County's cybersecurity initiatives.

Staff Recommendations: Requesting Board Action on the Item

Agenda Item Information

Acceptance of State and Local Cybersecurity
Grant Program Funds awarded to Emergency
Management

Item No: G.1

Presented By: County Manager Kyle DeHaven

Department: County Manager's Office

Reviewed By:
Kathy Mooring
Kyle DeHaven

20260210133525



Josh Stein, Governor

NC Department of Public Safety
EMERGENCY MANAGEMENT

Eddie M. Buffaloe Jr., Secretary
William C. Ray, Director

FY24 State and Local Cybersecurity Grant Program (SLCGP)

AL #: 97.137
Grant#: EMW-2024-CY-05275

**Memorandum of Agreement (MOA)
between**

GRANTOR:

State of North Carolina
Department of Public Safety
Emergency Management (NCEM)
1636 Gold Star Dr
Raleigh, NC 27607

GRANTEE:

Greene County
312 SE Second St
Snow Hill, NC 28580-

Tax ID/EIN #: 56-6000304
Unique Entity ID (from SAM.gov): VCU5LD71N9U3

MOA #: 24SLCGP096

Award amount: \$40,000.00

Period of performance: 12/13/2024 to 2/28/2028

Cost center: 102642-0-0-6024-19GH000601

Project Title FY24SLCGP- Greene Cybersecurity Ex

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program (SLCGP). More information about SLCGP is available at: [State and Local Cybersecurity Grant Program | FEMA.gov](#) and <https://www.ncdps.gov/SLCGP>.

This MOA is to set forth terms by which GRANTOR shall provide SLCGP funding to GRANTEE to fund projects related to meeting State and Local Cybersecurity Objectives as identified in the Department of Homeland Security Notice of Funding Opportunity (NOFO) for FY2024 SLCGP. See Attachment 1 for a detailed description of the approved scope of work for the approved project(s) for this grant. The scope of work is the approved Application and associated Budget as submitted by GRANTEE with any amendments/adjustments approved by GRANTOR.

2. Authority

This MOA is authorized under the provisions of: (1) Section 2220A of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 665g), (2) *Infrastructure Investments and Jobs Appropriations Act* (Pub. L. No. 117-58), (3) FY 2024 SLCGP Notice of Funding Opportunity (NOFO), (4) applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) [Chapter 166A](#).

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations. By accepting this award, GRANTEE agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and NCEM for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2024SLCGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agency (SAA) for the State of North Carolina, the Secretary of the Department of Public Safety.

4. Funding Eligibility Criteria

Federal funds administered through GRANTOR (NCEM on behalf of State of North Carolina) are available to local governments to assist in the cost of developing and maintaining a comprehensive Cybersecurity preparedness posture program.

Local government entities are defined in N.C.G.S. 159-44 as: “counties; cities, towns, and incorporated villages; consolidated city-counties, as defined by G.S. 160B-2(1); sanitary districts; mosquito control districts; hospital districts; merged school administrative units described in G.S. 115C-513; metropolitan sewerage districts; metropolitan water districts; metropolitan water and sewerage districts; county water and sewer districts; regional public transportation authorities; and special airport districts.”

Community colleges are included in the definition of *local government entities* for purposes of FY2024 SLCGP per N.C.G.S. 143-800(c)(1). Federally recognized tribes are also included as eligible local government pass-through entities per the FY2024 SLCGP NOFO.

Continued SLCGP funding is contingent upon completion of all SLCGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

GRANTEE must:

- A. Be established as a local government entity as defined above by appropriate resolution/ordinance.
- B. Have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from <http://www.sam.gov>.
- C. Ensure their organization is registered with the System for Award Management (SAM) and that their organization maintains an active SAM registration, i.e. renewed annually. Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct, and that an active SAM registration is properly maintained.

5. Compensation

GRANTOR agrees that it will pay GRANTEE complete and total compensation for the services to be rendered by GRANTEE. Payment to GRANTEE for expenditures under this Memorandum of Agreement (MOA) will be reimbursed after GRANTEE’S request for reimbursement, detailed invoices, and proof of payment are submitted and approved for eligible expenses, and goods and/or services have been received. These documents must be submitted no later than 30 days after the POP end date.

6. Conditions

Funding is contingent upon completion of all funding requirements. The following conditions must be adhered to during the entire duration of the grant program.

A. GRANTEE must:

- i. Complete any procurements, expenditures, and receipt of goods or services within the POP. This includes software subscriptions, which even if paid for during the POP must be pro-rated so that the subscription

period reimbursed is only for the duration of the POP. See [NCEM | Grants](#) for a Pro-Rated Services Calculator to calculate the amount of eligible costs within the POP.

- ii. **Match Requirement.** The required match/cost share for FY24 SLCGP is 30% of total project costs. For example, if an applicant submits a project costing \$100,000, the applicant would be responsible for \$30,000 of those costs, and they would only be applying for \$70,000 of federal funding for the project (\$70,000 federal funding / .70 × .30 = \$30,000 grantee match/cost share). If an applicant is applying for the maximum \$250,000 federal award for FY24 SLCGP, their required match/cost share would be \$107,143 (rounded up), for total project costs of \$357,143.
- iii. GRANTEE must submit requests for reimbursement with all required documentation attached in [Salesforce](#). Once GRANTOR is satisfied that GRANTEE has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 102642-0-0-6024-19GH000601 in the North Carolina Financial System (NCFS). See GRANTEE paragraph 7.H.

B. **Required Documents/Forms.** GRANTEE must submit the following [documents](#) to GRANTOR in [Salesforce](#) upon execution of this MOA. This is not required if GRANTEE has previously submitted these documents to GRANTOR for this or any other grant; however, if any of these documents are not current, GRANTEE must submit updated document(s) in [Salesforce](#):

- i. [W-9 \(09 NCAC 03M .0202\)](#)
- ii. [Electronic Payment / Vendor Verification Form \(09 NCAC 03M .0202\)](#)
- iii. [Conflict of Interest Policy \(G.S. 143C-6-23.\(b\)\)](#)
- iv. [Sworn \(Notarized\) No Overdue Tax Debt Certification \(G.S. 143C-6-23.\(c\)\)](#)
- v. GRANTEE Procurement Policy

Upload & maintain your most recent procurement policy in your [Salesforce](#) account for your organization. See [UNC School of Government procurement policy resources for local governments](#) in NC, and [North Carolina Center for Nonprofits Purchasing & Procurement Policy Samples](#) for guidance on procurement policies. Make sure your procurement policy for your organization adequately addresses purchasing under federal awards. See [FEMA Resource Library: Purchasing Under a FEMA Award](#) for guidance.

C. **Annual Progress Reports.** Complete annual progress reports in [Salesforce](#). For reporting period 07/01/2026 – 06/30/27, report is due 07/31/2027. For reporting period 07/01/2027 – 06/30/28, report is due 07/31/2028 or end of POP, whichever is sooner. Report is also required with submission of final reimbursement request (RFR) submitted per GRANTEE paragraph 7.H. below.

Even if there are no expenditures an annual progress report must be completed by GRANTEE to update their progress on approved scope of work specified in Attachment 1 and any approved amendments. If GRANTEE closes their award prior to end of POP, no further annual reports are required.

D. **Nationwide Cybersecurity Review (NCSR).** GRANTEE is required to complete the NCSR, administered by the MS-ISAC, during the first year of this grant award POP and annually thereafter through the last year of this grant award POP. Grantee is required to upload NCSR Completion Certificate in [Salesforce](#).

Three NCSRs are required as follows:

NCSR	Completion Period
2025	10/01/2025 - 02/28/2026
2026	10/01/2026 - 02/28/2027
2027	10/01/2027 - 02/28/2028

If GRANTEE closes their award prior to end of POP no further NCSR are required.

E. **Required Services and Memberships.**

Cyber Hygiene Services (CHS):

- Web Application Scanning is an “internet scanning-as-a-service.” This service assesses the “health” of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.
- Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts. To register for these services, email vulnerability_info@cisa.dhs.gov with the subject line “Requesting Cyber Hygiene Services – SLCGP” to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA’s [Cyber Hygiene Information Page](#).
- GRANTEE is required to certify CHS compliance and provide proof of CHS compliance upon request of GRANTOR.

7. Responsibilities

GRANTOR:

- A. GRANTOR shall provide funding to GRANTEE to perform the activities as described herein.
- B. GRANTOR shall conduct a review of the project to ensure that it is in accordance with SLCGP requirements.
- C. GRANTOR shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments/adjustments.
- D. GRANTOR has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.

GRANTEE:

- A. This MOA must be signed and returned to GRANTOR within 45 days after GRANTEE receives this MOA. The grant shall be effective upon return of the MOA.
- B. GRANTEE shall expend FY2024 SLCGP Grant Program funds in accordance with the FY2024 SLCGP NOFO, the grant application, and this MOA.
- C. Documentation to be provided throughout POP:
 - i. Annual Progress Reports, per paragraph 6.C. above.
 - ii. Annual NCSR, per paragraph 6.D. above.
 - iii. CHS compliance upon request of GRANTOR, per paragraph 6.E. above.
 - iv. GRANTEE-involved legal action that pertains to any goods or services purchased with grant funds.
 - v. Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to GRANTEE by GRANTOR.
 - vi. Roster and after-action report (AAR) for grant-funded exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
 - vii. Roster and syllabus for grant-funded training.
 - viii. Any other documentation requested by GRANTOR.
- D. Procurement.
 - i. GRANTEE shall utilize the most restrictive of all federal, State of NC, and their own local procurement policies & procedures that allows for compliance with all applicable layers (federal, state, and their own).
 - ii. GRANTEE must follow the procurement standards identified in 2 CFR 200.317 – 200.327 and Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and as outlined in the FY2024 SLCGP NOFO and 2025 FEMA Preparedness Grants Manual. GRANTEE shall comply with all

- applicable laws, regulations and program guidance. GRANTEE must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.
- iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.
 - iv. Mini-Brooks Act. Grantees that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the “Mini-Brooks Act”, G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.
 - v. Conflicts of Interest. See paragraph M. below.
 - vi. Complete all procurement by the end of POP.
- E. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.
- GRANTEE shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), <https://sam.gov/content/exclusions> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors>, to verify that contractors or grantees have not been suspended or debarred from doing business with the federal government.
- F. Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. GRANTEE is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.
- G. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(b)(4).
- H. Requests for Reimbursement (RFR). Submit RFR for items or services received in Salesforce. GRANTOR will reimburse GRANTEE for eligible costs as outlined in the applicable DHS program guidelines and FY2024 SLCGP NOFO. GRANTEE must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from GRANTOR. GRANTEE must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after GRANTEE payment of invoice may be denied.
- RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by GRANTEE, and that the products and/or services have in fact been received by GRANTEE. RFRs must also include a summary of expenditures included in the RFR completed by GRANTEE. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

Refer to [RFR webinar](#) for guidance on proper submission of RFRs for FY2024 SLCGP. RFRs must be submitted in an unlocked PDF file that does not require a password or any special permissions to open. All documentation attached to RFR submitted in [Salesforce](#).

All reimbursement requests require a Summary of Invoices, Invoice(s), and Proof of Payment to be uploaded with the request. All documents must be legible and must contain the following information:

- i. Name and address of the vendor or establishment providing the product or service.
 - ii. Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
 - iii. Date product received or service provided.
 - iv. Itemized description of all products or services.
 - v. Unit price of products or services (if applicable).
 - vi. Total amount of eligible expenditures.
 - vii. Copy of executed contract/subcontract agreement (if applicable).
 - viii. Proof of payment must be either a cancelled check or ledger entry.
 - ix. [Pro-Rated Services Calculator](#) - Use this calculator to determine the total reimbursable amount of service contracts & subscriptions (including SaaS / Software as a Service) pro-rated for the period of performance (POP) of the grant. NCEM can only reimburse services & subscriptions that are delivered & utilized within the designated POP of the grant. Service & subscription periods that extend before or after the POP are not reimbursable.
- I. **[Funds Management](#)**. GRANTEE agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within GRANTEE's central accounting and grant management system. GRANTEE agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding for this grant.
- i. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this grant shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this MOA. Grantee must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to [2 CFR 200.475](#) for travel costs.
 - ii. If eligible, GRANTEE 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 grant, pursuant to [N.C.G.S. 105-164.14](#); and (b) exclude all refundable sales and use taxes from all reported expenditures.
- J. Maintain a grant management filing system with [required grantee file documentation](#). GRANTEE is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. GRANTEE must meet the record retention requirements in [2 CFR 200.334](#) and must maintain a file for each SLCGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:
- i. Resolution/ordinance establishing GRANTEE as a state or local government entity, or nonprofit organization.
 - ii. Award letter, MOA, and supporting attachments.
 - iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and proof(s) of payment.
 - iv. Audit findings and corrective action plans.
- K. **[Property and Equipment](#)**. GRANTEE shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Only allowable equipment listed in the Authorized Equipment List ([AEL](#)) for SLCGP are eligible for purchases from this grant. In addition, GRANTEE will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
 - ii. Property and equipment purchased with SLCGP funds shall be titled to GRANTEE, unless otherwise specified by NCEM, DHS and/or FEMA. GRANTEE shall be responsible for the custody and care of any property and equipment purchased with SLCGP funds furnished for use in connection with this MOA and shall reimburse GRANTEE for any loss or damage to said property until the property is disposed of in

accordance with SLCGP Program requirements. GRANTOR will not be held responsible for any property purchased under this MOA.

- iii. GRANTEE must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.
- iv. GRANTEE shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$10,000 or more per unit. GRANTEE may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$10,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to GRANTOR. The grant summary, reimbursement request(s) with backup documentation, certificate of title, and any other GRANTEE reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition, and identification number may be used to meet this requirement.
- v. GRANTEE must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. GRANTEE shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
- vi. GRANTEE or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- vii. Use. Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, GRANTEE must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and/or FEMA, will determine and direct how equipment will be redeployed.
- viii. Disposition Procedures. Unless otherwise directed by GRANTOR, DHS and/or FEMA, GRANTEE may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, GRANTEE must notify GRANTOR via *Chatter* in Salesforce prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$10,000 may be retained, transferred, or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$10,000 may not be retained, transferred, or otherwise disposed of without prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. GRANTEE must provide documentation that includes the method used to determine current fair market value.
- ix. Communications equipment. Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the Statewide Inoperability Coordinator (SIEC) to ensure interoperability and long-term compatibility. In order to align communications technologies with current statewide communications plans, systems, networks, strategies, and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in NCEM Communications Branch Memo.
- L. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise, or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of GRANTEE and shall not be reimbursed under this MOA.
- M. Conflicts of Interest.
 - i. State Law. Per N.C.G.S. § 143C-6-23(b), GRANTEE is required to file with GRANTOR a copy of GRANTEE's policy addressing conflicts of interest that may arise involving GRANTEE'S management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as GRANTEE's employees or members of its board or other governing body, from GRANTOR'S disbursing of grant funds,

and shall include actions to be taken by GRANTEE or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before GRANTOR may disburse any grant funds.**

- ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the FEMA Preparedness Grants Manual, all grantees must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a grantee employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.
- iii. Federal Law – Procurement. Per 2 CFR 200.318(c) and the FEMA Preparedness Grants Manual, all grantees that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, grantees may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the grantee. All grantees must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, grantees must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

N. Environmental Historic Preservation Review (EHP). See Paragraph 13.

O. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of DHS seal(s), logo(s) and flags must be approved by DHS. Printed as a legend, either below or beside the logo(s) shall be the words “Funded by US Department of Homeland Security”.

P. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the FY2024 SLCGP NOFO and Subaward Notification.

Q. DHS Standard Terms and Conditions
GRANTEE must comply with all applicable provisions of the FY2024 DHS Standard Terms and Conditions (Attachment 2). This applies to all new federal financial assistance awards funded in FY2024. These terms and conditions flow down to grantees unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

R. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, GRANTEE must submit to GRANTOR, no later than 90 calendar days after the end date of the POP, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and FY2024 DHS Standard Terms and Conditions (Attachment 2), incorporated by reference herein, for the performance of the activities. This closeout documentation must be submitted in Salesforce.

Required documentation includes:

- A complete accounting of how all grant funds were used
- A certification stating that funds were used for the purposes appropriated
- Any additional closeout documentation requested by GRANTOR

- Agreement that all reported program activity results are subject to review and authentication. GRANTEE shall provide access to work papers, receipts, invoices, and reporting records upon request for audit purposes.

Once the complete final performance and financial status report package has been received and evaluated by GRANTOR, GRANTEE will receive official notification of MOA closeout. This notification will confirm that GRANTOR is officially closing the MOA and will retain all related files and materials for a minimum of five (5) years, or until all audit exceptions have been resolved—whichever is longer.

8. Supplantation

Grant funds will be used to supplement existing funds and will NOT replace (supplant) funds that have been appropriated and/or budgeted for the same purpose. Grantees may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. However, this shall not be construed to prohibit the use of funds from this grant for otherwise permissible uses on the basis that the GRANTEE has previously used GRANTEE funds to support the same or similar uses.

9. Taxes

GRANTEE shall be considered to be an independent grantee and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by GRANTEE under this grant. If eligible, GRANTEE 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 grant, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reported expenditures.

10. Warranty

As an independent grantee, GRANTEE will hold GRANTOR harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

11. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. **Government entities including counties and local governments are not required to file these reports.**

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental grantees (including non-profit organizations) to meet these requirements:

<https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance>.

12. Audit Requirements

For all federal grant programs, GRANTEE is responsible for obtaining audits per 2 CFR 200 Subpart F.

Per 2 CFR 200.501, a grantee that receives a combined \$1,000,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the grantee's fiscal year end. GRANTEE must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse <https://harvester.census.gov/facweb/>.

B. Submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with GAGAS. This can, at the option of GRANTEE, be the same single audit submitted to the Federal Audit Clearinghouse in paragraph 13.A. above.

C. Make copies of the single audit available to the public.

Per 09 NCAC 03M.0205, a non-state entity that is not exempt from the requirements of SUBCHAPTER 03M – UNIFORM ADMINISTRATION OF STATE AWARDS OF FINANCIAL ASSISTANCE per 09 NCAC 03M.0201, that receives a combined \$1,000,000 or more in North Carolina state funding or federal funding passed through a state agency must within 9 months of the non-state entity’s fiscal year end submit to DPS Internal Audit (DPS_GrantComplianceReports@ncdps.gov) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <https://www.gao.gov/yellowbook>.

If GRANTEE is a unit of local government in North Carolina, GRANTEE may be subject to the audit and reporting requirements in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the GRANTEE and are subject to change (see Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission).

The different audit requirements for non-governmental and governmental entities are summarized on the NCEM Grants Management & Compliance website.

13. Construction, Renovation, and Infrastructure Projects

A. Environmental Historic Preservation Review (EHP). Per the FY2024 SLCGP NOFO, grant funds may not be used to acquire land or to construct, remodel, or perform alterations of buildings or other physical facilities; however, this prohibition does not include “minor building modifications” necessary to install and connect grant-purchased equipment that do not substantially affect a building’s structure, layout, systems, or critical aspects of a building’s safety, or otherwise materially increase the value or useful life of a building. Therefore, grant applications requesting funds to acquire land or to construct, remodel, or perform alterations of buildings or other physical facilities beyond “minor building modifications” as described above will be rejected.

Minor modifications may be permitted with appropriate FEMA Environmental Planning and Historic Preservation (EHP) review and compliance.

- Examples of allowable “minor modifications” with appropriate EHP review may include:
- Replacing or installing servers, communication, or network components onto existing racks and using existing cabling.
- Installation of new equipment cabling through existing conduit and no new holes in walls, ceilings, or floors.
- Tabletop equipment such as computers, monitors, and workstations.

For minor modifications, required Environmental and Historic Preservation (EHP) Screening Form should be submitted within 30 days of the award date via Salesforce, with a copy sent to the NCEM grant manager.

Refer to paragraph D.13. of FY2024 SLCGP NOFO for a detailed information on funding restrictions, and allowable v. unallowable costs.

See Information Bulletin No. 523: Guidance on Fiscal Years 2022–2024 State and Local Cybersecurity Grant Program (SLCGP) Minor Modifications to Existing Facilities or Other Physical Facilities for more details.

B. Build America, Buy America Act (BABAA): If funding from this grant program is used for an “infrastructure” project, all iron, steel, manufactured products & construction materials used in the project must be produced in the U.S. per the Build America, Buy America Act (BABAA), unless an approved waiver applies, including the Small Projects Waiver, which waives the BABAA requirements for all projects that do not exceed the federal simplified acquisition threshold (currently set at \$250,000). Grantors and grantees of this grant must also ensure that all contracts (including purchase orders) subject to BABAA include a required contract clause and self-certification of compliance pursuant to FEMA Interim Policy #207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grantor who, in turn, will forward the disclosures to FEMA, the federal awarding agency; grantees will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

See 2 CFR Part 184 for BABAA requirements.

14. Grantee Monitoring

Grantee Monitoring – The linked document explains NCDPS/NCEM monitoring for all SLCGP grantees and is incorporated by reference into this MOA.

15. Points of Contact

To provide consistent and effective communication between GRANTOR and GRANTEE, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contacts shall be NCEM Preparedness Grants Management Branch and NCEM Regional Branch Office. GRANTEE's contact shall be the person(s) designated by the GRANTEE in Salesforce. GRANTEE is required to keep GRANTOR informed and Salesforce updated if there are any changes in POC over the course of the period of performance.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Information maintained by GRANTOR in connection with this MOA and grant award is subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes and is subject to public records requests through NCDPS.

17. Contracting/Subcontracting

If GRANTEE contracts/subcontracts any or all purchases or services under this MOA, then GRANTEE agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. GRANTEE and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. **If GRANTEE contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with GRANTEE Responsibilities in paragraph 7**

above. A contractual arrangement shall in no way relieve GRANTEE of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. GRANTEE is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2024 SLCGP NOFO referenced herein.

18. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

19. Prohibition on purchasing certain telecommunications - John S. McCain National Defense Authorization Act for Fiscal Year 2019 – John S. McCain National Defense Authorization Act of Fiscal Year 2019

Grantors, grantees, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and **2 C.F.R. §§200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200**. The statute – as it applies to DHS grantors, grantees, and their contractors and subcontractors– prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200 covered telecommunications equipment or services means:

- A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” See 2 C.F.R. § 200.471.

Guidance is available in FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

20. Divestment and Do-Not-Contract Rules

The State of North Carolina, through the Department of State Treasurer, follows several divestment and do-not-contract mandates. Information about each of these mandates is available

at: <https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules>.

GRANTEE may not contract with any vendors on any of these designated divestment and do-not-contract lists using SLCGP grant funds, and GRANTEE must comply with all other requirements of these divestment and do-not-contract laws.

21. Acknowledgement of Federal Funding from DHS

Grantees must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Lobbying Prohibition

GRANTEE certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all grantees shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

23. Assurance of Compliance with Civil Rights Act of 1964 – Title VI, Civil Rights Act of 1968, and Related Provisions

During the performance of this agreement, GRANTEE for itself, its assignees and successors in interest agrees as follows:

- A. Age Discrimination Act of 1975
Grantees must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- B. Americans with Disabilities Act of 1990
Grantees must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits grantees from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- C. Civil Rights Act of 1964 - Title VI
Grantees must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Grantees of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.
- D. Civil Rights Act of 1968
Grantees must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits grantees from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use

areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

- E. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Grantees must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
- F. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Grantees must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that grantees of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- G. Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Grantees must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- H. Rehabilitation Act of 1973
Grantees must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance
- I. Whistleblower Protection Act
Grantees must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

24. Assurance of Compliance with Privacy Act

Grantee agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Grantee, its third-party grantees, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the Grantees or any of its third-party contractors, subcontractors, grantees, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or grantee, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the

Act may involve the imposition of criminal penalties; and

- D. To include the text of Sections 30 parts A through C in all third-party contracts, and subgrants under which work for this MOA is performed or which is awarded pursuant to this MOA, or which may involve the design, development, or operation of a system of records on behalf of the DHS.

25. Best Practices for Collection and Use of Personally Identifiable Information

Grantees who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Grantees may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

26. Certification Regarding Drug-Free Workplace Requirements (Grantees Other Than Individuals)

Grantees must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the grantees is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

27. Term of this Agreement

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on 12/13/2024 to the end of the POP.

28. Statement of OMB Assurances

GRANTEE must complete either Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, or both, as applicable.

- A. Grantees that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, grantees who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.
- B. GRANTEE must complete the appropriate form(s) and Salesforce Chatter the form(s) to their NCEM grants manager(s) upon execution of this MOA. GRANTEE must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to GRANTEE's specific program to ensure that all possible situations are covered.

29. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

30. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

31. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

32. Modification

This MOA may be amended only by written amendments duly executed by GRANTOR and GRANTEE.

33. Termination

The terms and conditions of this MOA, as modified with the consent of all parties, will remain in effect until POP end date. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA, and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference

herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the FY2024 SLCGP NOFO, incorporated by reference herein, GRANTEE shall reimburse NCEM for said property and/or expenses.

34. Compliance

GRANTEE shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications, and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the FY2024 SLCGP NOFO. GRANTEE shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon GRANTEE for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring.

See Grantee Monitoring - explains NCDPS/NCEM monitoring for all EMPG, HSGP, NSGP, SLCGP, EOCGP, HMEP, Tier II & CBCG grantees.

35. Execution and effective date

This grant shall become effective upon return of the original grant award letter and MOA, properly executed on behalf of GRANTEE, to NCEM on behalf of GRANTOR and will become binding upon execution of all parties to this MOA. The conditions of this MOA are effective upon signature by all parties.

This MOA shall be in effect from start of POP on 12/13/2024 through end of POP. Failure to provide applicable reimbursement request(s), proofs of payment and/or a deobligation request letter within 30 days of the end of the POP may result in automatic deobligation of grant funds.

36. Attachments

All attachments to this MOA are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.
- B. All references in this MOA to the DHS Standard Terms and Conditions are to **Version 3 of the FY24 DHS Terms and Conditions dated 04/4/24**. These provisions are incorporated by reference in this MOA and must be followed by GRANTEE as applicable.
- C. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - Attachment 1 - Scope of Work / Approved Application and associated Budget in Salesforce: App-0001096
 - Attachment 2 - FY24 DHS Standard Terms and Conditions

AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are duly authorized to bind their respective principals to the terms of this Memorandum of Agreement (MOA). In witness whereof, the Grantor and Grantee have each executed this MOA, and the parties agree that it shall be effective as of the POP (Period of Performance) start date, regardless of the actual date of signature by any party.

For RECIPIENT:

By: Signed by: William C. Ray W89D01C987562408 Date: 10/29/2025
**William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management**

For GRANTEE:

By: DocuSigned by: Sandy Sturtz 0D7384C6A236421... Date: 11/19/2025

By: DocuSigned by: Kyle Dettanen B8DE2B14C9B0404... Date: 11/19/2025

By: DocuSigned by: Brock Kearney 629192E1FAB34A2... Date: 1/26/2026

Approved as to Form:

By: DocuSigned by: William Polk W89D01C987562408 Date: 10/28/2025
**William Polk, Deputy General Counsel
Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the FY24 State and Local
Cybersecurity Grant Program (SLCGP)**

GREENE COUNTY BUDGET REQUESTS



Department: Emergency Management

Effective Date: 01/28/2026

LINE ITEM TRANSFER					
FROM			TO		
Acct #	Acct Name	Amount	Acct #	Acct Name	Amount
Total		\$ 0.00	Total		\$ 0.00

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Acct #	Acct Name	Amount	Acct #	Acct Name	Amount
11170-433600	EM Grant Revenue	-40,000.00	11441-519200	Training	40,000.00
Total		-\$ 40,000.00	Total		\$ 40,000.00

Justification:
 Acceptance of SLCGP for Emergency Management.

Requested by:
Brock Kearney

Commissioner/County Manager Approval: