

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, May 6, 2024, at 10:00 a.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice Chairman James T. Shackleford Jr, Commissioners Jerry Jones, Derek Burress, and Ray Johnson. County Manager Kyle DeHaven, County Attorney Gay Stanley, and Deputy Clerk Kathy Mooring.

A. Call to Order

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

There were four Greene County staff and one person from the public in attendance.

B. Approval of Agenda

Chairman Heath asked if there were any changes to the proposed Agenda. Seeing as none, he called for a motion to approve the agenda.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the agenda.

C. Consent Agenda

Chairman Heath asked for any changes/corrections to the Consent Agenda. Seeing as none, he called for a motion to approve.

On motion by Commissioner Jones and second by Commissioner Shackleford, the Board voted unanimously to approve the Consent Agenda as presented.

- April 15, 2024 Regular Meeting Minutes
- Release/Refunds
- Budget Amendment; DSS (2)

Refunds: NCVTS Tax & Tag

Aquavious Tyquan Freeman	\$38.02	Clifton Wesley Albritton	\$9.71	Robert Deuane Wagner	\$74.21
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Patrick Lynn Ware	\$199.22				
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D. Public Comments

None

E. County Manager

1. Mr. DeHaven presented a Proclamation for Older Americans Month. This proclamation recognizes Older Americans for their contribution to our society and community.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve this proclamation.

2. Mr. DeHaven next presented a request from East Carolina Workforce Development Board to re-appoint Rick Davis, Angela Bates, and Judy Darden to their board. The candidates have agreed to another two-year term. Commissioner Burress stated he is not against re-appointing these ECWDB members, but feels the Board of Commissioners need to adhere to the board appointment policy. He feels these positions should have been advertised to allow others to apply.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve re-appointing Rick Davis, Angela Bates and Judy Darden to the East Carolina Workforce Development Board.

3. Mr. DeHaven next presented a Resolution in support of Conceptual Drawing #2 for Construction of Roundabouts at Greene Central High School. The concept is for two roundabouts on NC91 to serve the new Greene Central High School. This traffic pattern is endorsed and has funding available from NCDOT. In meetings, drawing #2 was the unanimous drawing of choice by local elected officials and school administrators. This resolution formally accepts the concept that will then be relayed to NCDOT Division 2 to be scheduled with school engineers/contractors for timely implementation.

On motion by Commissioner Jones and seconded by Commissioner Shackleford, the Board voted unanimously to approve the Resolution.

4. Mr. DeHaven next presented a Resolution encouraging Volunteer Fire Departments to improve insurance ratings. This Resolution describes the support for and value brought, by the Volunteer Fire Departments in Greene County. The Resolution also gives a benchmark the Commissioners would have the Volunteer Departments aspire to in an effort to have a positive

impact on homeowner's insurance premiums. Commissioner Burress stated he is all for lowering the ISO ratings, but looking at the report a consulting group did on the VFD's the county is responsible for as much as 40% of the ISO score and needs to take care of the things that they can control.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the Resolution.

5. Mr. DeHaven next presented a request from the Planning Director to appoint a new applicant to the Planning Board. All requirements were met with the advertising for applications for this position. Commissioner Burress commended and thanked Mr. Sutton for following the Board appointment policy.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to approve the appointment of Kendall Paramore to the Planning Board.

6. Mr. DeHaven next presented the proposed FY 23/24 Contract for Audit services from Mauldin Jenkins. This is the 3rd year in a 3-year agreement with Mauldin Jenkins to audit our financial statements. The price is for \$82,000. We have had great success in working with this firm and appreciate the skill and value they bring. Commissioner Burress stated he respects the auditor's capabilities, but the Board lack of involvement concerns him. He is concerned about the fact the Board has not received the audit report before the report is presented. This does not allow them to ask insightful questions, prepare for the presentation, and truly grasp the audit's findings. Therefore, he will be voting against this contract.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted 4 – 1 (Commissioner Burress) to approve the audit contract.

F. County Attorney Report

No comments.

G. Commissioner's Report and Recommendations

Chairman Heath made a few announcements, the first being the Walstonburg "Proud to be an American Day" on June 1st in Walstonburg; second being the Greene County's Older American's Month Health, Information and Elder Abuse Awareness Fair being presented by the Greene County Senior Center on May 16th at the Greene County Wellness Center, 84 North Perry Dr., Snow Hill from 10 a.m. – 1 p.m. This event is free and open to the public, call 252-747-5436 for information; the third event is a Shred-A-Thon at the Greene County Senior Center on May 22nd from 10 a.m. – 1 p.m. Chairman Heath also congratulated the Greene Central

Baseball team on their undefeated season and moving on to the playoffs. Commissioner Jones announced the LCC Graduation on May 9th at 7 p.m. Commissioner Burress congratulated the county for achieving the lowest unemployment rate in the state. He also stated that the VF Chiefs consulting group's report should be made public and posted on the county website.

H. Closed Session – Economic Development

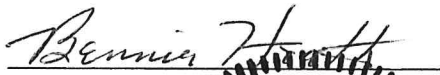
Motion/Second into Closed Session: Commissioners Jones/Johnson

Motion/Second out of Closed Session: Commissioners Jones/Johnson

Upon coming out of closed session Commissioner Jones made a motion to set a date for a Economic Development Public Hearing on June 3rd at the Commissioner's regularly schedule meeting. Commissioner Johnson seconded the motion and the Board voted unanimously to set the public hearing date as June 3rd, 2024.

I. ADJOURN

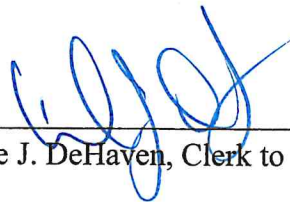
On motion by Commissioner Jones and second by Commissioner Johnson to adjourn the meeting, the Board voted unanimously to adjourn. The meeting adjourned at 10:30 a.m.



Bennie Heath, Chairman

Attest:





Kyle J. DeHaven, Clerk to the Board

GREENE COUNTY

LINE ITEM TRANSFER/BUDGET AMENDMENT

DATE: 4/23/2024
DEPARTMENT: DSS

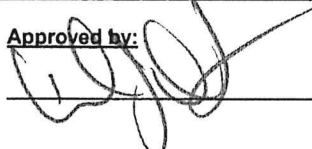
LINE ITEM TRANSFER					
FROM			TO		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Total			Total		
		\$ -			\$ -

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Insurance Revenue Acct	11160-433109	\$ 8,981.96	Travel	11521-519100	\$ 8,981.96
Total			Total		
		\$ 8,981.96			\$ 8,981.96

Explanation:

Insurance proceeds from vi

Requested by: Amanda Smith, maw/mes

Approved by: 

C3

[illegible]

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>
State Foster Care Home	11527-562500	25,000.00	Postage/Telephone	11521-520100	25,000.00
TANF-Emergency Asst	11526-560300	1,600.00	Equipment Rental	11521-524200	1,600.00
Attorney Fees	11525-515400	1,000.00	Maintenance/Repair Equip.	11521-528200	1,000.00
Work First Participation	11526-519300	1,000.00	Program Expenses	11527-518000	1,000.00
LIEAP	11522-563101	14,500.00	IC-E Adoption Asst.	11527-562200	14,500.00
Title XX Legal	11523-515200	4,000.00	Contracted Services	11521-527500	4,000.00
Total		47,100.00	Total		47,100.00

Year End Budget Amendments

Amanda Smith

Approved by:

Approved by: 

Board of Commissioners

Bennie Heath – Chairman
James T. Shackleford – Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones

**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Finance Director

Sandy Shirtz

Older Americans Month 2024

A PROCLAMATION

WHEREAS, May is Older Americans Month, a time for us to recognize and honor Greene County older adults and their immense influence on every facet of American society; and

WHEREAS, through their wealth of life experience and wisdom, older adults guide our younger generations and carry forward abundant cultural and historical knowledge; and

WHEREAS, older Americans improve our communities through intergenerational relationships, community service, civic engagement, and many other activities; and

WHEREAS, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

WHEREAS, Greene County must ensure that older Americans have the resources and support needed to stay involved in their communities — reflecting our commitment to inclusivity and connectedness; and

NOW, THEREFORE, WE, the Greene County of Board of Commissioners do hereby proclaim May 2024 as Older Americans Month. This year's theme, "Powered by Connection," emphasizes the profound impact of meaningful interactions and social connection on the well-being and health of older adults in our community.

Board of Commissioners

Bennie Heath – Chairman

James T. Shackleford – Vice-Chair

Derek Burress

Ray Johnson

Jerry Jones

**GREENE COUNTY**
NORTH CAROLINA**County Manager**

Kyle J. DeHaven

County Attorney

Gay Stanley

Finance Director

Sandy Shirtz

We call upon all residents to join me in recognizing the contributions of our older citizens and promoting programs and activities that foster connection, inclusion, and support for older adults.



ATTEST:

Bennie Heath, Chairman

Kyle DeHaven, Clerk to the Board

Board of Commissioners

Bennie Heath – Chairman
James T. Shackleford – Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones



GREENE COUNTY
NORTH CAROLINA

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Finance Director

Sandy Shirtz

May 6, 2024

Mr. Bill Green
Executive Director
Eastern Carolina Workforce Development
1341 S. Glenburnie Road
New Bern, NC 28562

RE: Board Appointment

Dear Mr. Green:

It is with great pleasure that I inform you that Mr. Rick Davis, Ms. Judy Darden, and Ms. Angela Bates were re-appointed to the Eastern Carolina Workforce Development Board by the Greene County Board of Commissioners at their regular meeting on May 6, 2024 for a two year term beginning July 1, 2024.

If you need more information or I can be of help, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Bennie Heath". The signature is written in dark ink and is positioned above the printed name and title.

Bennie Heath, Chairman
Greene County Board of Commissioners

Board of Commissioners
Bennie Heath, Chairman
James T. Shackelford, Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones



GREENE COUNTY
NORTH CAROLINA

County Manager
Kyle J. DeHaven
County Attorney
Gay Stanley
Finance Director
Sandy Shirtz

**RESOLUTION ENDORSING CONCEPTUAL DRAWING #2 FOR THE
CONSTRUCTION OF ROUNDABOUTS AT NC 91 AT SR 1358 (SCHOOL DRIVE) AND
GREENE CENTRAL HIGH SCHOOL (PROPOSED SECOND ACCESS)**

WHEREAS, the Greene County Board of Commissioners considers public safety one of its most important responsibilities; and

WHEREAS, the safe and efficient movement of traffic is a key element of public safety for residents and visitors; and

WHEREAS, roundabouts have been found to be safe and effective traffic control measures, reducing the severity of accidents and improving traffic flow; and

WHEREAS, the intersections at Greene Central and NC 91 have been a source of concern for both the Commissioners and the Board of Education due to safety issues, particularly with student drivers; and

WHEREAS, the North Carolina Department of Transportation (NCDOT) has a funding opportunity for the construction of roundabouts at NC 91 at SR 1358 and Greene Central High School to address these safety concerns; and

WHEREAS, Conceptual Drawing #2 has been proposed as the preferred design for these roundabouts, having been approved by NCDOT and school administration; and

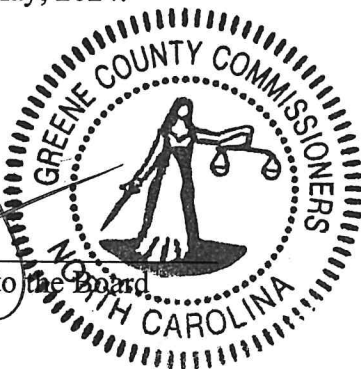
WHEREAS, Conceptual Drawing #2 has been reviewed and found to have minimal impact on the residential area, with the ability to accommodate 18-wheeler trucks and school buses;

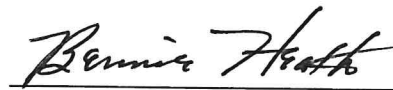
NOW, THEREFORE, BE IT RESOLVED BY THE GREENE COUNTY BOARD OF COMMISSIONERS that Conceptual Drawing #2 for the construction of roundabouts at NC 91 at SR 1358 and Greene Central High School is hereby endorsed.

This is the 6th day of May, 2024.

ATTEST:

Kyle DeHaven, Clerk to the Board




Bennie Heath, Chair
Greene County Board of Commissioners

Board of Commissioners

Bennie Heath – Chairman
James T. Shackleford – Vice-Chair
Derek Burress
Ray Johnson
Jerry Jones



County Manager
Kyle J. DeHaven

County Attorney
Gay Stanley

Finance Director
Sandy Shirtz

**RESOLUTION OF THE GREENE COUNTY BOARD OF COMMISSIONERS ENCOURAGING
VOLUNTEER FIRE DEPARTMENTS TO IMPROVE INSURANCE RATINGS, HELPING TO LOWER
HOMEOWNER INSURANCE PREMIUMS FOR CITIZENS**

WHEREAS, the Greene County Board of Commissioners has heard and understands the concerns from homeowners throughout Greene County regarding the rising costs of homeowners insurance and is committed to taking action to help mitigate these costs, striving to assist citizens in every way possible;

WHEREAS, the Board of Commissioners recognizes and supports all volunteer fire departments organized as non-profit corporations in Greene County; and

WHEREAS, the Board of Commissioners expresses their desire for all volunteer fire departments in the county to succeed in their mission to protect and serve the community; and

WHEREAS, the Board of Commissioners supports the efforts of volunteers and encourages citizens to volunteer with their local volunteer fire departments; and

WHEREAS, the County and all the volunteer fire departments are committed to ensuring homeowners have the lowest insurance premiums possible in their fire district; and

WHEREAS, it is the responsibility of volunteer fire departments to maintain and improve their Public Protection Classification (insurance rating), which is a crucial factor in determining the insurance rating and can significantly influence the cost of homeowners insurance premiums in their respective fire districts; and

WHEREAS, the purpose of a North Carolina Office of State Fire Marshal (OSFM) public protection survey is to gather information to determine an insurance rating, which insurers use for underwriting and to calculate premiums; and

WHEREAS, the North Carolina Office of State Fire Marshal (OSFM) conducts rating inspections for fire departments throughout the state, but a fire department must request this inspection via a written request to the North Carolina Office of State Fire Marshal (OSFM) by the fire chief; and

WHEREAS, the Alternative Water Supply rating applies to properties within 5 road miles of a recognized fire station with no hydrant distance requirement, with an exception for districts with a 6-mile range, where properties between 5 and 6 miles will receive a rating of 9E; and

WHEREAS, the County contracts with the volunteer fire department to provide fire protection service to a fire district;

NOW, THEREFORE, BE IT RESOLVED, that the Greene County Board of Commissioners hereby encourages all volunteer fire departments that have not achieved an insurance rating of 6/9e or lower using the Alternative Water Supply method to formally request an insurance rating inspection from the North Carolina Office of State Fire Marshal (OSFM) by June 1, 2025; and

BE IT FURTHER RESOLVED, that the Board of Commissioners expects all volunteer fire departments in Greene County to achieve an insurance rating of 6/9e or lower by the Alternative Water Supply method by December 1, 2026; and

BE IT FURTHER RESOLVED, that failure to meet these expectations may result in the Greene County Board of Commissioners not contracting with the volunteer fire department for fire protection services in their fire district and contracting with another volunteer fire department to provide fire protection service in the fire district.

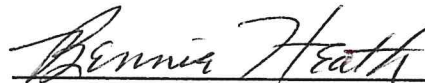
ADOPTED this 6th day of May 2024, by the Greene County Board of Commissioners.



ATTEST:



Kyle DeHaven, Clerk to the Board



Bennie Health, Chair
Greene County Board of Commissioners

Board of Commissioners

Bennie Heath – Chairman
James T. Shackleford – Vice-
Chair
Derek Burress
Ray Johnson
Jerry Jones



GREENE COUNTY
NORTH CAROLINA

County Manager

Kyle J. DeHaven

County Attorney

Gay Stanley

Finance Director

Sandy Shirtz

May 6, 2024

Mr. Kendall Paramore
3833 Ormondsville Rd.
Ayden, NC 28513

Dear Mr. Paramore:

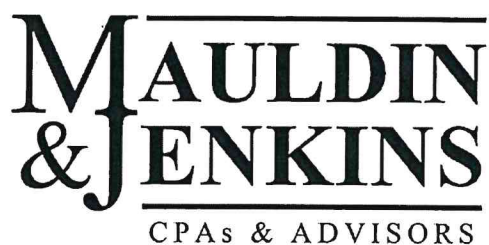
It is with great pleasure to advise you that you have been appointed to the
Greene County Planning Board by the Greene County Board of Commissioners.

Sincerely,

A handwritten signature in cursive script that reads "Bennie Heath".

Bennie Heath, Chairman
Greene County Board of Commissioners

Cc: Brandon Sutton
Planning Director



April 22, 2024

Board of County Commissioners
Greene County, North Carolina
229 Kingold Blvd, Suite D
Snow Hill, NC 28580

Attn: Sandy Shirtz, Interim Finance Director and Kyle DeHaven, County Manager

We are pleased to confirm our understanding of the services we are to provide the Greene County, North Carolina (the County) for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Greene County, North Carolina as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund. We will obtain and place reliance on the report of other auditors for the Greene County ABC Board ("ABC Board"), a discretely presented component unit of the County. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of the County's Proportionate Share of the Net Pension Liability (Asset) for the Local Governmental Employees' Retirement System (LGERS).
3. Schedule of County Contributions to LGERS.
4. Schedule of the County's Proportionate Share of the Net Pension Liability (Asset) for the Register of Deeds' Supplemental Pension Fund (RODSPF).
5. Schedule of County Contributions to RODSPF.

6. Schedule of Changes in the Total Pension Liability for the Law Enforcement Officers' Special Separation Allowance (LEOSSA).
7. Schedule of Total Pension Liability as a Percentage of Covered Payroll – LEOSSA.
8. Schedule of Changes in the County's Total OPEB Liability and Related Ratios.

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal and state awards.
2. Combining and individual fund statements and schedules

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Other Schedules which includes:
 - a. Schedule of Ad Valorem Taxes Receivable.
 - b. Analysis of Current Tax Levy (County-Wide Levy)
 - c. Ten Largest Taxpayers

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on -

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State of North Carolina Single Audit Implementation Act (State Single Audit Act).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and the State Single Audit Act, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and State Single Audit Act, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We plan to obtain and place reliance on the report of other auditors for the Greene County ABC Board, a discretely presented component unit of the County, assuming that our communications with the other auditors and review of their audit report and the financial statements of the Greene County ABC Board provide sufficient and appropriate audit evidence on which to base our overall opinion on the aggregate discretely presented component unit.

We have identified the following significant risk of material misstatement as part of our audit planning:

1. Management's override of internal controls.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and State Single Audit Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and State Single Audit Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and State Single Audit Act requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the *Audit Manual for Governmental Auditors in North Carolina* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal and/or state programs that are included in the Federal or State Compliance Supplements, our compliance and internal control procedures will relate to the compliance requirements that the Federal or State Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and State Single Audit Act.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant

contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal and state awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. You are also responsible for coordinating our access to information relevant to the preparation and fair presentation of the financial statements of component unit which may include discussions with component unit management and their auditors. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal and state awards; federal award programs; state award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and State Single Audit Act, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and



providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You acknowledge Greene County, North Carolina will not utilize Mauldin & Jenkins, LLC to store documents, data, or records on behalf of the County in accordance with the "Hosting Services" (see ET section 1.295.143) interpretation of the AICPA Code of Professional Conduct. The County is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the County's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to North Carolina Local Government Commission or its designee, a federal agency

providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately June 1, 2024 and to issue our reports no later than December 1, 2024. LeAnn Bagasala is the engagement director and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$82,000 for the year ended June 30, 2024. As it relates to the Single Audit, this fee includes consideration for performance (and required reporting thereof) for up to five (5) major federal or State of North Carolina programs. If additional major programs are required, additional fees will be billed at our standard hourly rates. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the County Commissioners for the Greene County, North Carolina. We will make reference to other auditor's report on the Greene County ABC Board in our report on your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the

financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to Greene County, North Carolina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



LeAnn Bagasala

RESPONSE:

This letter correctly sets forth the understanding of the Greene County, North Carolina.

By: Bennie Heath

Title: Chairman, Greene County Board of Commissioners

The	Governing Board
	County Commissioners
of	Primary Government Unit
	Greene County
and	Discretely Presented Component Unit (DPCU) (if applicable)
	n/a

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name
	Mauldin & Jenkins, LLC
	Auditor Address
	4208 Six Forks Road, Suite 1000, Raleigh, NC 27609

Hereinafter referred to as Auditor

for	Fiscal Year Ending	Date Audit Will Be Submitted to LGC
	06/30/24	10/31/24

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☐ Governmental Unit ☒ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Title and Unit / Company:

Email Address:

OR Not Applicable ☐ (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

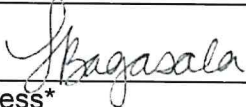
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Greene County
Audit Fee (financial and compliance if applicable)	\$ 82,000
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 82,000

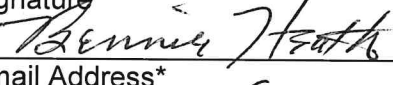
Discretely Presented Component Unit	n/a
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Mauldin & Jenkins, LLC	
Authorized Firm Representative (typed or printed)* LeAnn Bagasala	Signature* 
Date* 04/22/24	Email Address* lbagasala@mjcpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
Greene County	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	May 6 th , 2024
Mayor/Chairperson (typed or printed)*	Signature* 
Date May 6, 2024	Email Address* bennie.heath@greencountync.gov ✓

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by This Transaction:	\$ 82,000
Primary Governmental Unit Finance Officer* (typed or printed) Sandy Shirtz	Signature* 
Date of Pre-Audit Certificate* 6/6/24	Email Address* sandy.shirtz@greencountync.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* n/a	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
 required signatures prior to submission.

PRINT