

AGENDA –MEETING
GREENE COUNTY BOARD OF COUNTY COMMISSIONERS
7:00 PM —GREENE COUNTY OPERATIONS CENTER
MONDAY, AUGUST 19, 2024

A. CALL TO ORDER

Invocation/Pledge to the Flag

B. APPROVAL OF AGENDA

C. CONSENT AGENDA

1. August 5, 2024 Regular Meeting Minutes
2. Releases/Refunds
3. Monthly Collection Report
4. Consideration of Late Present Use Value & Property Tax Relief
5. Budget Amendment; Animal Services
6. Budget Amendment; Health
7. Finance Report

D. PUBLIC COMMENTS

E. COUNTY MANAGER

1. Review of Proposed Mass Gathering Ordinance
2. Acceptance; Emergency Management Capacity Building Competitive Grant
3. Approval; Updated Drug & Alcohol Policy, Transportation
4. Request for Public Hearing; Transportation
5. Grant Project Budget Ordinance Amendment; Addition to OSBM Grant Contract #2026RD

F. COUNTY ATTORNEY COMMENTS

G. COMMISSIONER'S REPORT AND RECOMMENDATION

H. CLOSED SESSION – Attorney Client Privilege

I. ADJOURN

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

From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: August 19, 2024

The Consent Agenda for the August 19, 2024 Regular meeting consists of the following items:

- 1.) August 5, 2024 Regular Meeting Minutes
- 2.) Releases/Refunds
- 3.) Monthly Collection Report
- 4.) Consideration of late Present Use Value & Property Tax Relief
- 5.) BA; Animal Services
- 6.) BA; Health
- 7.) Finance Report

Action Recommended:

Motion to accept the Consent Agenda

Board Action is Needed

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Monday, August 5, 2024, at 10:00 a.m. in the Greene County Operations Center. Present for the meeting: Chairman Bennie Heath, Vice-Chairman James Shackelford, Commissioners Jerry Jones, Derek Burrell, 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 he asked Commissioner Burrell to give the Invocation and lead the Pledge to the Flag.

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

B. Approval of Agenda

Chairman Heath asked if there were any changes to the 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.

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

-July 15, 2024 Regular Meeting Minutes
-Releases/Refunds

Refunds: NCVTS Tax & Tag

Doyle McCrae Thigpen	\$51.33	Doyle McCrae Thigpen	\$44.79	3M Harvest Group, LLC	\$323.32
Charles Keith Vandiford	\$18.28	Eastern Carolina Lawn Care	\$15.45		

Releases: Ad Valorem Tax

Frankie Glance	\$55.00	Harry Steven Joyner	\$55.00		
----------------	---------	---------------------	---------	--	--

D. Public Comments

None.

E. Presentations

1. Brock Kearney; Introduction of Mr. Dorian Sutton

Mr. Kearney stated he was pleased to inform the Commissioners about the achievements and contributions of Dorian Sutton, a native of Walstonburg, during his recent internship with Greene County. Mr. Sutton has had the distinction of being Greene County's first intern through the Golden LEAF Rural Internship Initiative, which fully funded his position. The Rural Internship Initiative provides eligible Golden LEAF Scholars with professional work experience related to their career field in the Rural North Carolina Community.

Mr. Dorian Sutton then came forward and went over all he did while working with the County's Emergency Services. He engaged in various impactful projects. Most notably, he conducted an in-depth assessment of the feasibility of transitioning our first responders' paging system to the VIPER Radio System. This project was crucial in exploring advancements that could enhance the efficiency and reliability of our emergency response communications.

Commissioner Burress asked that the County present a plaque or certificate to Mr. Sutton for being the County's first Golden LEAF Intern recipient.

F. County Manager

1. Mr. DeHaven presented the Proposed Mass Gathering Ordinance. The intent of this Ordinance is to establish a safe and structured process for the permitting of mass gatherings as defined therein. This draft was distributed at our most recent Board of Commissioners meeting July 15th. At that meeting Mr. DeHaven asked for input from

stakeholders to make the Ordinance most complete for Greene County at this time. He stated he received feedback from two individuals for consideration. The first was to allow the Emergency Services Director the authority to break up a mass gathering. The second was to lower the number of participants from 500 to 300 attendees to be required to follow this ordinance's processes. Commissioner Shackleford has concerns about annual events that fall under this ordinance, such as church gathering, funerals, etc. Mr. DeHaven explained there are exceptions and these types of gatherings fall under those exceptions. Commissioner Burress suggested if annual events, more than 5 consecutive events maybe they should be grandfathered in. Commissioner Shackleford asked what about events that are advertised but the organizers have no idea how many people may attend. Mr. DeHaven stated that some these events that are being discussed (Juneteenth and GC Alumni Association) would probably fall under the exemption clause. Commissioner Johnson stated he would like to see something about ending time of these events and possibly changing the Noise Ordinance time change from 11 p.m. to 9 or 10 p.m. Mr. DeHaven stated we are looking at some changes to the Noise Ordinance but we need to do one ordinance at a time. Commissioner Johnson stated these ordinances need to be done at the same time. Chairman Heath said this is a work in progress. Commissioner Jones made a motion to table till the next meeting so more information could be gathered.

2. Mr. DeHaven presented a budget amendment for the Public Works Department. This budget amendment is to re-appropriate funds for the purchase of vehicles from the 23/24 fiscal year. State law states that we will record expenses when we take possession of capital assets. The vehicles these funds are for were not received until the 2nd week of July.

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

3. Mr. DeHaven next presented a request to approve/award Program Management & Engineering Services for CDBG-I Maury Wastewater Treatment Plant Improvements. An RFP and RFQ were issued for the CDBG-I program. The RFP was for Program Management Services for the project and the RFQ was for Engineering Services for the CDBG-I project. Management recommends award of the RFP to the low cost, responsible, responsive bidder, McDavid and Associates. Their bid for project management came in at \$293,400 compared to the bid received from The Adams Company at \$300,000. Management recommends the award of the RFQ for engineering services to McDavid and Associates as they received higher scores unanimously in evaluation from a panel of Greene County Staff after reviewing the two company's documents.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to award Program Management & Engineering Services for the CDBG-I Maury Wastewater Treatment Plant Improvements to McDavid and Associates.

4. Mr. DeHaven next presented an application from Careline Medical Transport, LLC for a Non-Emergency Transport Franchise. The applicant has proceeded through the application process according to the process. Greene County EMS handles all calls that go through County dispatch. Elite acts as a secondary Non-Emergency Transport Service in the County. This company would be a third service in our system. In the past, Greene County had two other Non-Emergency Transport Franchises in our system, Elite and MedEx. MedEx left the County as the volume of non-emergency transports necessary to sustain their business model did not exist. They still operate in surrounding County's EMS Systems. Commissioner Burress said if we approve this to make sure the agreement has correct spelling as the company's application has many errors. Commissioner Jones asked if the County needs another transport provider, do we have the call volume. Commissioner Johnson asked if this will cost the County anything and Mr. DeHaven said it will not. Commissioner Jones said he would hate to see this company fail due to lack of call volume. Commissioner Shackelford said to give them a chance. Chairman Heath said he is okay with giving them a chance.

On motion by Commissioner Johnson and seconded by Commissioner Shackelford, the Board voted 4 to 1 (Commissioner Jones) to approve the Non-Emergency Transport Franchise Application for Careline Medical Transport, LLC.

5. Mr. DeHaven next presented a request for appointments to the Board of Adjustments. The first vacancy from an outgoing Board Member, the second is for re-appointment. The County received an application for the vacant seat from Ms. Tracy McLawhorn Hayes, and an application to continue a term from Ms. Jessica Lynn Byrd. The Planning Director requests the appointment and re-appointment of the two applicants.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to appoint Ms. Tracy McLawhorn Hays and re-appointment Ms. Jessica Lynn Byrd to the Board of Adjustments.

6. Mr. DeHaven next presented a request to re-appoint a member of the Planning Board. Mr. Salvador Tinoco applied to be re-appointed. No other applications were received.

On motion by Commissioner Jones and seconded by Commissioner Johnson, the Board voted unanimously to re-appoint Mr. Salvador Tinoco to the Planning Board.

7. Mr. DeHaven next presented a request approval of a location for the Civics Federal Credit Union. The location would be in the government complex on the Planning/Building Inspections side in the corner by the glass doors directly across from the water fountain. Civics Federal Credit Union have stated they will create a custom design to fit this space. Commissioner Burress suggested getting a signed waiver that the County will not be responsible for any damage to the credit union's equipment.

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

G. County Attorney Report

No comments.

H. Commissioner's Report and Recommendations

Commissioner Jones stated that he has served on the East Pointe Governing Board and Executive Committee for over a decade and has always acted in good faith for the mentally ill. Also helping with the mandatory mergers that have taken place recently.

Chairman Heath noted there will be a Recovery Court & Harm Reduction Program at the Senior Center this Thursday from 6 – 7 p.m. Chairman Heath also wanted to clear up a few things that have been bothering him about some recent posts on social media. The first being that in the new budget the Board cut Training Funds and that is not true after he looked into these comments. The other post was about Greene County having the one of the highest tax rates in the area and that is not true. He asked that people look into things before posting to social media incorrect information.

I. CLOSED SESSION –Attorney Client Privilege and Economic Development

Motion/Second into Closed Session: Commissioner Johnson and Commissioner Jones

Motion/Second out of Closed Session: Commissioner Jones and Commissioner Johnson

J. 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 11:02 a.m.

Bennie Heath, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

[illegible]

[illegible]

STEPHANIE WIGGINS
TAX ADMINISTRATOR



GREENE COUNTY
TAX DEPARTMENT

Date: August 2, 2024

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 July 31, 2024

Year		Current		FY 2024-2025	Amount Remaining	%
		Month		Collections YTD	Uncollected	Collected
		Adj. Payments+interest		Adj. Payments+interest		
2014		\$ -		\$ -	\$ 6,248.26	99.93%
2015		\$ -		\$ -	\$ 4,876.65	99.94%
2016		\$ 30.00		\$ 30.00	\$ 5,315.95	99.94%
2017		\$ -		\$ -	\$ 6,012.81	99.93%
2018		\$ 319.27		\$ 319.27	\$ 6,704.45	99.93%
2019		\$ 1,741.01		\$ 1,741.01	\$ 14,574.32	99.84%
2020		\$ 386.77		\$ 386.77	\$ 13,369.19	99.86%
2021		\$ 614.93		\$ 614.93	\$ 26,304.27	99.75%
2022		\$ 4,136.23		\$ 4,136.23	\$ 37,647.85	99.65%
2023		\$ 31,512.09		\$ 31,512.09	\$ 117,646.24	98.97%
2024		\$ 179,047.13		\$ 179,047.13	\$ 11,084,367.36	1.57%
Total		\$ 217,787.43		\$ 217,787.43	\$ 11,323,067.35	

MTD Levy added for 2024				
\$ 11,263,035.22				
Beginning Receivable		ytd add'l levy	payments (principal only)	ytd interest(+)
\$ -		\$ 11,263,035.22	\$ 179,612.79	\$ 2,239.02
YTD:	releases	adjustments	refunds	write offs
	\$ 3,325.51	\$ 1,465.76	\$ (4,681.69)	\$ 1,877.01

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

From: Stephanie C. Wiggins, Greene County Tax Administrator

Date: August 19, 2024

Re: Tax Office Issues

Consideration of Late Applications for Elderly or Disabled Exclusion and Present Use Value

The assessor has no authority to approve a late application for the Elderly or Disabled Exclusion or 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.

Elderly or Disabled Exclusion:
Marlene Kristie Bailey – Parcel 0409408

Disabled Veteran Exclusion:
Regginal Eugene Ramsey – Parcel 0706300

Present Use Value: (agriculture)
Bobby Glenn Ham – Parcel 0900226

TO: Greene County Board of Commissioners
FROM: MARLENE KRISTIE BAILEY
DATE: 7-23-24
RE: Request for acceptance of late application for property tax relief
for the 2024 tax year on tax property 0409408.

Please accept my late application for property tax relief. My reason for filing untimely is;

I thought the exemption from my previous
residence at 301 NW Harper St would automatically
transfer to my new home at 1525 Fred Harrison Rd.

Thank you,

Marlene Kristie Bailey

TO: Greene County Board of Commissioners

FROM: REGGINAL EUGENE RAMSEY

DATE: 29 JUL 24

RE: Request for acceptance of late application for property tax relief
for the 2024 tax year on tax property 0706300.

Please accept my late application for property tax relief. My reason for filing
untimely is;

Not aware of exclusion until today.

Thank you,



Stephanie Wiggins
Tax Administrator



229 Kingold Blvd.
P.O. Box 482
Snow Hill, NC 28580
(252) 747-3615
(252) 747-5067 FAX

TO: Greene County Board of Commissioners

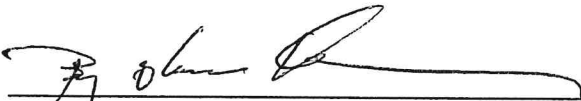
FROM: Bobby Glenn Ham

DATE: 7-25, 2024

RE: Request for acceptance of late present use value application on
Parcel 0900226

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

Forgot it due to travel


Bobby Glenn Ham

7-25-24
Date

RECEIVED

JUL 25 2024

GREENE COUNTY
TAX DEPARTMENT

**GREENE COUNTY
Animal Control
BUDGET AMENDMENT
8/1/24**

[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>
Fund Balance Appropriated	11198-439800	59,700.00	Capital Outlay	11421-530200	59,700.00
Total		59,700.00	Total		59,700.00

Explanation:

Renovations to the Animal Shelter Building were not completed in FY 2024. Grant funds need to be re-appropriated to the current fiscal year as unspent funds have been contributed to fund balance.

Requested by:

Sandy Shirtz

Approved by:

BUDGET REVISIONS

<u>Revenues</u>		<u>Expenditures</u>	
<u>Account #</u>		<u>Account #</u>	
11-172-4382-12 Child Health Escrow	+ 60,000.00	11-554-5302-00 Child Health Program CAPITAL OUTLAY >\$5000	+ 60,000.00
11-172-4382-04 Family Planning Escrow	+ 60,000.00	11-555-5302-00 Family Planning Program CAPITAL OUTLAY >\$5000	+ 60,000.00
TOTAL	+ 120,000.00	TOTAL	+ 120,000.00

Family Planning Escrow \$60,000: The Greene County Department of Public Health is using Escrow funds to pay for clinic renovations in the Health Department section of the Health and Human Services Building. Medicaid Escrow Revenue is spent in the program in which the revenue was earned.

Child Health Escrow \$60,000: The Greene County Department of Public Health is using Escrow funds to pay for clinic renovations in the Health Department section of the Health and Human Services Building. Medicaid Escrow Revenue is spent in the program in which the revenue was earned.

Requested by: Jay Brock

Approved by: _____

GREENE COUNTY FINANCIAL SUMMARY

July 31, 2024



GENERAL FUND				
REVENUES	Budget	July	YTD	YTD%
Ad Valorem Taxes	(10,945,000)	(310,807)	(310,807)	2.84%
Taxes/Licenses-Other	(6,325,038)	(6,041)	(6,041)	0.10%
Sales and Services	(2,039,971)	(84,367)	(84,367)	4.14%
Misc. General Revenue	(1,335,475)	(50,733)	(50,733)	3.80%
Program Specific Revenue	(1,027,127)	(48,825)	(48,825)	4.75%
Social Services Revenue	(2,527,565)	(22,562)	(22,562)	0.89%
Public Health Revenue	(1,340,940)	(23,061)	(23,061)	1.72%
Transfers In	0	0	0	0.00%
Fund Balance Approp	-	-	-	0.00%
TOTAL REVENUES	(25,541,116)	(546,396)	(546,396)	2.14%
EXPENSES	Budget	July	YTD	YTD%
Governing Body	302,315	9,809	9,809	3.24%
General Government	780,931	357,589	357,589	45.79%
Administration	1,012,964	98,635	98,635	9.74%
Tax	679,691	45,386	45,386	6.68%
Court	25,210	1,706	1,706	6.77%
Elections	223,565	32,434	32,434	14.51%
Register of Deeds	303,566	17,215	17,215	5.67%
Building Inspections	546,985	79,921	79,921	14.61%
Animal Control	361,867	23,632	23,632	6.53%
Sheriff	2,511,518	195,481	195,481	7.78%
Jail	2,082,724	128,556	128,556	6.17%
Emergency Management	325,040	28,587	28,587	8.79%
Emergency Medical Servs	2,507,842	243,902	243,902	9.73%
Communications/Dispatch	761,077	63,493	63,493	8.34%
Public Buildings	618,000	78,645	78,645	12.73%
Forestry	83,998	0	0	0.00%
Economic Development	209,591	13,031	13,031	6.22%
Juvenile Restitution	55,253	4,493	4,493	8.13%
Cooperative Extension	257,828	1,261	1,261	0.49%
Soil Conservation	161,409	13,703	13,703	8.49%
Veterans	32,815	2,637	2,637	8.04%
DJDP Youth Program	46,675	3,823	3,823	8.19%
School	3,946,000	240,417	240,417	6.09%
Community College	240,000	20,000	20,000	8.33%
Library	155,250	12,938	12,938	8.33%
Mental Health	66,018	5,102	5,102	7.73%
Recreation	444,031	30,035	30,035	6.76%
Farmers Market	15,500	1,209	1,209	7.80%
Dept of Social Services	3,724,206	274,811	274,811	7.38%
Public Health	2,245,597	167,852	167,852	7.47%
Senior Services	340,850	24,003	24,003	7.04%
Transfers Out	472,800	-	-	0.00%
TOTAL EXPENSES	25,541,116	2,220,304	2,220,304	8.69%
REVENUE UNDER (OVER) EXPENSE		1,673,908	1,673,908	

UTILITY FUND				
REVENUES	Budget	July	YTD	YTD%
Charges For Servs-Water	(2,729,525)	28,755	28,755	-1.05%
Charges For Servs-Sewer	(772,800)	(63,922)	(63,922)	8.27%
Alternative Water Fees	(790,000)	(68,687)	(68,687)	8.69%
Late Fees/Service Charges	(98,000)	(10,517)	(10,517)	10.73%
Miscellaneous Revenue	(97,100)	(8,427)	(8,427)	8.68%
Fund Balance Approp	(75,247)	-	-	0.00%
TOTAL REVENUES	(4,562,672)	(122,797)	(122,797)	2.69%
EXPENSES	Budget	July	YTD	YTD%
Salaries/Fringes	748,321	59,940	59,940	8.01%
Operating	2,586,883	162,131	162,131	6.27%
Debt Principal/Interest	92,221	-	-	0.00%
Capital Outlay	225,247	75,247	75,247	33.41%
Depreciation	-	-	-	0.00%
Transfers Out	910,000	-	-	0.00%
TOTAL EXPENSES	4,562,672	297,317	297,317	6.52%
REVENUE UNDER (OVER) EXPENSE		174,519	174,519	

LANDFILL FUND				
REVENUES	Budget	July	YTD	YTD%
Solid Waste Fees	(754,559)	(23,580)	(23,580)	3.13%
Solid Waste/Scrap Tire/White Goods Tax	(51,000)	-	-	0.00%
Miscellaneous Revenue	(26,300)	(2,860)	(2,860)	10.88%
Charges For Services	(186,000)	(12,901)	(12,901)	6.94%
Transfers In	-	-	-	0.00%
Fund Balance Approp	(37,623)	-	-	0.00%
TOTAL REVENUES	(1,055,482)	(39,341)	(39,341)	3.73%
EXPENSES	Budget	July	YTD	YTD%
Landfill Operating	416,985	44,181	44,181	10.60%
Collections Operating	517,700	14,672	14,672	2.83%
Landfill Closure	-	-	-	0.00%
Scrap Tire	30,000	-	-	0.00%
White Goods	3,100	-	-	0.00%
Capital Outlay	87,697	37,623	37,623	0.00%
TOTAL EXPENSES	1,055,482	96,477	96,477	9.14%
REVENUE UNDER (OVER) EXPENSE		57,136	57,136	

TRANSPORTATION FUND				
REVENUES	Budget	July	YTD	YTD%
Charges For Services	(137,600)	(108)	(108)	0.08%
Grants	(574,104)	0	0	0.00%
Miscellaneous Revenue	(5,000)	(9)	(9)	100.00%
Fund Balance Approp	(16,145)	-	-	0.00%
TOTAL REVENUES	(732,849)	(117)	(117)	0.02%
EXPENSES	Budget	July	YTD	YTD%
Salaries/Fringes	475,046	35,945	35,945	7.57%
Operating	145,656	42,974	42,974	29.50%
Capital	112,147	0	0	0.00%
Transfers Out	-	-	-	0.00%
TOTAL EXPENSES	732,849	78,919	78,919	10.77%
REVENUE UNDER (OVER) EXPENSE		78,802	78,802	

FUND BALANCES			
	2022-2023	2021-2022	2020-2021
Nonspendable: Prepaids	5,873	126,031	466,479
Stabilization By State Statute	2,903,185	3,144,425	2,171,353
Register Of Deeds	13,587	7,407	36,040
Human Services	2,288,763	1,972,934	1,555,453
Sheriff Department	1,164,234	889,422	18,923
Economic Development	31,548	28,730	0
Usda Loan Payments	1,270,841	1,243,690	1,242,334
Greene County Abc Board	211,286	151,252	104,373
Tax Revaluation	106,678	55,193	5,190
Special Revenue Funds	-	-	310,280
Environmental Protections	50,000	50,000	-
Capital Project Funds	-	-	859,141
Subsequent Year's Expenditures	515,000	100,000	135,925
Unassigned Fund Balance	10,993,039	11,298,280	7,183,758
Total Fund Balances	19,554,034	19,067,364	14,089,249

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

From: Kyle J. DeHaven, County Manager

Re: Review; Proposed Mass Gathering Ordinance

Date: August 19, 2024

The request for a Mass Gathering Ordinance was received from the Board of Greene County Commissioners. The intent of this Ordinance is to establish a safe and structured process for the permitting of mass gatherings as defined therein. This draft was distributed at Board of Commissioners meeting, July 15th and then again August 5th. At the initial meeting, I asked for any input from stakeholders to make the Ordinance most complete for Greene County at this time. I received feedback from two individuals for consideration. The first was to allow the Emergency Services Director the authority to break up a mass gathering. The Second was to lower the number of participants from 500 to 300 attendees to be required to follow this ordinance's processes. At the second meeting, concerns regarding existing festivals such as Juneteenth and the Greene County Alumni Association events were brought up. More research was performed and it was discovered that events in Snow Hill are covered under the Snow Hill Party Ordinance, and an a Cultural/Historical Observance could be added to the exemption list. This would satisfy any issues or concerns brought forth to this point.

Action Recommended:

Informational

No Board Action is Needed

Ordinance Regulating Special Events and Mass Gatherings



GREENE COUNTY
NORTH CAROLINA

Sections

1. Purpose; scope and intent
2. Definitions
3. Permit required
4. Exemptions
5. Standards for all covered events
6. Additional standards for television and film events
7. Permit and other required fees
8. Revocation of permit
9. Appeals
10. Penalty

Section 1: PURPOSE; SCOPE AND INTENT

- A. The purpose of this chapter is to establish a structured process for permitting the staging of special planned public events, and/or television and film activities to ensure proper planning and adequate allocation of county resources for events and to protect the health and safety of the public attending such events.
- B. This chapter will not apply to events sponsored by local, state or federal government agencies, or schools, or colleges located in Greene County, as planning for events and allocation of necessary resources is already coordinated. This chapter shall not apply to regular church or worship activities or events. This chapter shall not apply to businesses holding events in venues designated to hold large numbers of people, where there is already a safety and emergency plan approved by the county.
- C. When it is determined that an event does not meet the threshold of requiring a permit, but notification of emergency first responders is recommended, the Emergency Services Department will forward the Information to the appropriate agencies.

Section 2: DEFINITIONS

For purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

COVERED EVENT: A special event that is not otherwise under the jurisdiction of another governing authority.

SPECIAL EVENT: Includes all planned events public or private where at least 500 individuals are expected to be in attendance in which any of the following may apply:

- A. The use, sale or display of fireworks;
- B. The sale, purchase, provision or consumption of alcoholic beverages;
- C. The provision of live entertainment;

- D. The provision of overnight activities (ex: camping);
- E. Motorized or non-motorized vehicular racing or riding;
- F. Activities located wholly or partially on public rights-of-way;
- G. Sports that involve physical contact between participants as part of normal play;
- H. A film or television production event is considered a special event under this chapter.

Activities contained in Section 4 are specifically excluded from the definitions of a **SPECIAL EVENT**.

SANCTIONING AUTHORITY: The official governing body that sanctions specific events of the type being requested by an applicant, such as, but not limited to, racing authorities, public sports bodies and event associations.

Section 3: PERMIT REQUIRED

- A. No person shall have, hold, sponsor, or cause to be had, held, or sponsored, or allow to be had, held or sponsored any covered event without having first applied for and received a permit from the county, except as provided in Section 4.
- B. All applications for covered event permits must be made through the Greene County Emergency Services via online permitting software. A completed application must be submitted for each event proposed. No application shall be considered submitted until all information required on the application form has been provided.
- C. Applications for special event permits shall be submitted no less than 30 business days prior to the date of the covered event. The County Manager or his/her designee shall have the authority to reduce this time period for good cause shown. The appropriate fee in certified funds must accompany the application for it to be considered to have been filed.
- D. Greene County Emergency Services will forward special event applications for review by the following agencies:
 - 1. Greene County Sheriff's Office;
 - 2. Greene County Emergency Services;
 - 3. Health Department/Environmental Health;
 - 4. 911 Communications Center;
 - 5. Planning and Inspections.

Review comments on the application are due within seven (7) days. If no comments are received within seven (7) days, the application may be approved and the permit may be issued.

For informational purposes the following organizations may also be notified:

1. Fire Department in the district where the event is to be held;
 2. North Carolina Department of Transportation (NCDOT);
 3. NC Highway Patrol
- E. The County may set conditions for permit approval. The applicant may be required to pay for fire/medical stand by and security/law enforcement in order for a permit to be approved. The applicant may be required to pay additional fees if county facilities/services are being used.
- F. All covered events must meet North Carolina Building Code, National Electric Code and ADA Requirements.
- G. Any person or business that routinely has 2500 or more persons in attendance must have a permanent special events permit issued for general operating conditions as well as an emergency operations plan filed with the Emergency Services Department except as provided in Section 4. Any additional event that increases the attendance more than double, shall require a new special event permit for that specific event or date except as provided in Section 4.
- H. All Permit Applications will be subject to a \$100 processing and review fee.

Section 4: EXEMPTIONS

This ordinance shall not apply to:

1. Any local, state or federal governmental agency acting within the scope of its governmental functions;
2. Any school or college operating in Greene County;
3. Church or worship activities within a facility;
4. Businesses holding events in venues designated to hold large numbers of people, where there is already a safety and emergency plan approved by the county.
5. Gatherings sponsored by recognized political parties or candidates. However, notice of such gatherings must be given at least 4 days in advance to Greene County Emergency Services so it may inform those agencies listed in Section 3(D).

Section 5: STANDARDS FOR ALL COVERED EVENTS

- A. A covered event shall be approved upon the completion of the application required herein, unless the application review finds one or more of the following:
- (1) The covered event time and location coincides with another covered event for which a permit has been issued, and it is determined that there is a safety or

logistical concern with allowing two events to proceed simultaneously. Safety or logistical concerns could include, but not be limited to, events that would burden the resources of law enforcement or emergency services personnel, or would create the potential for traffic hazards;

- (2) The covered event will interrupt the safe movement of pedestrian or vehicular traffic at or contiguous to its location in a manner that cannot be adequately controlled by the public safety departments;
 - (3) The concentration of persons, animals, and vehicles at assembly points for or at the location of the covered event will interfere with the county's ability to provide adequate fire, law enforcement and emergency medical services to the public; or
 - (4) The Greene County Department of Public Health determines that the event plan does not account for and protect the public health and safety needs of the citizens of Greene County.
- B. All covered events must comply with, and provide proof of compliance with the following:
- (1) All federal, state, local and event sanctioning authority mandated medical coverage requirements;
 - (2) Greene County EMS Medical Standards for Special Events, if applicable;
 - (3) Greene County EMS shall be the primary service provider for Greene County;
 - (4) All state, federal and local fire safety and prevention standards, codes and permitting requirements must be met. The Fire Department in the district where the event is to be held shall be primary and all others must function under the authority of that department;
 - (5) For events where alcohol is provided, served, or sold, event organizer must secure a valid ABC permit. Copies of this permit must be submitted with the permit application prior to the event;
 - (6) Animals are not allowed at covered events unless as a specified part of an event and provided in the application therefore. Animals brought by spectators or participants, except service animals, shall not be allowed;
 - (7) Event organizers shall remove all trash and debris and shall clean up immediately after a covered event;

- (8) The county, in its discretion, may require the applicant to provide liability and/or special events insurance coverage for the covered event;
- (9) Mass gatherings of 500 people or more must have a Crowd Control Manager ratio of 1 per 250 people or as otherwise required by the North Carolina Fire Code;
- (10) All road closures or events that will impact traffic must be approved by the NC Department of Transportation;
- (11) Submit a completed application, which shall contain the following information. Application will be critical in evaluating the citizen impact and public safety related to the event:
 - a. General information related to the event such as:
 - 1. Whether amplified sound will be used;
 - 2. Whether vendors will be serving or cooking food;
 - 3. First aid plans;
 - 4. The number of toilets that will be accessible;
 - 5. Parking plans;
 - 6. Crowd control plan;
 - 7. Traffic control plan;
 - 8. Weather contingency plans;
 - b. Information on county, and fire support services that may be required from:
 - 1. Security/law enforcement;
 - 2. Fire/rescue;
 - 3. Emergency medical services standby;
 - 4. Waste clean-up;
 - 5. Other (Health, Public Works).

Section 6: ADDITIONAL STANDARDS FOR TELEVISION AND FILM EVENTS

- A. A pre-production meeting with Greene County Emergency Services or its designee must be held.
- B. Proof of insurance certificates for the following must be submitted with the application:
 - (1) General liability insurance: \$2,000,000;
 - (2) Automobile liability insurance: \$2,000,000;
 - (3) Worker's Compensation insurance as required by statute and employer's liability insurance of \$1,000,000.

- C. It is the responsibility of the television or film company to notify the affected residents and/or businesses following the county's approval of the application and no less than three business days prior to the planned activity.
- D. Production vehicles shall not block fire hydrants, driveways, or other access ramps unless authorized by Greene County officials.
- E. Production companies are responsible for vacating locations used with a minimum amount of noise and disruption at the end of each shooting day.
- F. Any filming activity involving holding, delaying or rerouting of traffic in residential areas, or on state-maintained road ways must be accompanied by at least one deputy sheriff.
- G. The production company is fully responsible for clean-up and proper disposal of all waste and materials produced.
- H. Removal or alteration of vegetation in the public right-of-way or on county owned lands is prohibited unless specifically approved by the film permit.

Section 7: PERMIT AND OTHER REQUIRED FEES

- A. The schedule of fees for permitting and other associated fees for covered events in addition to those set herein shall be approved by the Board of County Commissioners.
- B. If other fees for services are required, they must be paid by certified funds, prior to the event. If the event is canceled and the county is provided 24 hours' notice, the fees for stand by service will be refunded.
- C. There may be other fire inspection, health and facility usage permits/fees that may be charged.
- D. All permits pertaining to any special event must be obtained prior to the event and copies must be submitted to Emergency Services Department (Ex: NCDOT, ABC permit).

Section 7: REVOCATION OF PERMIT

The County Manager or Emergency Services Director, acting on behalf of Greene County has the authority to revoke a special event permit if the holder of such permit fails to comply with the provisions of this chapter or other conditions stipulated in the permit.

Section 8: APPEALS

Any applicant shall have the right to appeal the denial of a special event permit, the conditions of a special event permit, or the revocation of a special event permit to the County Manager

and then a further appeal may be made to the Board of County Commissioners. The appealing party shall make the appeal to the County Manager within five business days after receipt of the decision by Greene County Emergency Services. If the applicant wishes to appeal the County Manager's decision, the appeal must be included on the next Board of County Commissioners meeting agenda taking into account required agenda deadlines.

Section 9: PENTALY

- A. It shall be unlawful for any person to:
 - a. Hold a covered event without a required permit;
 - b. Fail to terminate a covered event upon revocation of a permit;
 - c. Conduct a covered event in violation of the terms and conditions of a permit issued for such event.
- B. Any violation of the provisions of this chapter shall subject the offender to a civil penalty of \$500 for the first offense and \$1000 for a second and any subsequent offenses. Each day of violation shall constitute a separate offense. If a person fails to pay the civil penalties set forth herein within 20 days after being cited for a violation, the county may seek to recover the penalty by filing a civil action in the nature of debt.
- C. The county, by and through its duly authorized authorities, may seek to enforce the provisions of this chapter through any appropriate equitable remedy issued from a court of competent jurisdiction.
- D. A covered event for which a permit has not been approved, an event exempt from the chapter that otherwise would require a permit except for the exemption, or for which the stipulations of the permit which was approved are not met, or which is otherwise in violation of this chapter may be shut down by law enforcement, but only if either the County Manager, the Greene County Sheriff or his designee determines that all of the following conditions are present:
 - a. The covered event constitutes an immediate and direct physical danger to citizens or property; and
 - b. The above danger is of such an imminent nature that the remedy provided for in this ordinance will not prevent the danger prior to its occurrence.

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

From: Kyle J. DeHaven, County Manager

Re: Acceptance; Emergency Management Capacity Building Competitive Grant

Date: August 19, 2024

The Emergency Management department has been awarded funds to purchase a UTV. A MOA to establish roles and rules for the grant is attached. The total value of the grant is \$45,549.53.

Action Recommended:

Motion to approve the Ordinance as directed by Elected Officials

Board Action is Needed



NC Department of Public Safety
EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary

William C. Ray, Director

Emergency Management Capacity Building Competitive Grant

NC Appropriations Act of 2023, Session Law 2023-134, Section 19I.2.(a), page 507

Joint Conference Committee Report on the Current Operations Appropriations Act of 2023, page E39, number 79

Fiscal Year 2024

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
229 Kingold Blvd Ste. D, Snow Hill, NC 28580

Tax ID/EIN #: 56-6000304
UEID #: VCU5LD71N9U3

MOA #: 24CBCG246

Award amount: \$45,549.53

Cost center: 206372 – 1908305 – 0000000 – 2024 – 0000000000 – 014550

Period of performance (POP): July 1, 2024 to June 30, 2025

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities and procedures to implement the terms and conditions of the FY 2024 Emergency Management Capacity Building Competitive Grant (CBCG), NC Appropriations Act of 2023, Session Law 2023-134, Section 19I.2.(a), page 507 and Joint Conference Committee Report on the Current Operations Appropriations Act of 2023, page E39, number 79. The purpose of this grant is to provide competitive grants to county emergency management agencies established in accordance with G.S. 166A-19.15 to ensure local emergency management offices are adequately equipped, trained, and prepared for all hazards and emergencies.

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 as submitted by GRANTEE with any amendments approved GRANTOR

2. Authority

This grant award and MOA are authorized under the provisions of: (1 NC Appropriations Act of 2023, Session Law 2023-134, Section 19I.2.(a), page 507, (2) N.C.G.S. §166A-19.12(13) and (3) The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23

and 09 NCAC 03M. By accepting this award, GRANTEE agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. **Funding**

GRANTOR agrees that it will pay GRANTEE compensation for eligible services rendered by GRANTEE. Payment to GRANTEE for expenditures under this MOA will be reimbursed after GRANTEE's reimbursement request is submitted and approved for eligible scope of work activity. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided.

- A. **GRANTEE acknowledges that they are further prohibited from sub-granting these funds.** GRANTEE agrees to complete all sections of the final progress report at closeout (Attachment 2).
- B. Pursuant to N.C.G.S 143C-1-1, GRANTEE understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, GRANTOR will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- C. GRANTEE acknowledges and agrees that, in its conduct under this MOA and in connection with any and all expenditures of grant funds, GRANTEE shall comply with the cost principles in the Code of Federal Regulations, 2 CFR, Part 200.
- D. This MOA must be signed and returned to GRANTOR within 45 days after GRANTEE receives notice of this award. The grant shall be effective upon return of the executed MOA and final approval by GRANTOR of the project budget and program narrative.
- E. GRANTEE must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 20 below regarding compliance.

4. **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. GRANTEE is required to have and maintain a current Unique Entity Identifier (UEI) created in the System for Award Management (SAM).
 - ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, UEI number and EIN up to date in SAM, and the UEI number used in SAM must be the same one used to apply for all awards from GRANTOR.
 - iii. Complete any procurement(s) and expenditures no later than 6/30/2025.
 - iv. Provide final progress report upon closeout to GRANTOR (cbcg@ncdps.gov). See paragraph 4.C. below for details on required final progress report.
 - v. No Match Requirement. GRANTEE is not required to provide matching funds in cash or in-kind for this award.
 - vi. 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 requests can be processed for payment. The distributions of

funds will be coded to cost center 206372-1908305-0-2024-0, account 564000008 in the North Carolina Financial System (NCFS).

- vii. Grant funds may be used to supplement existing federal, state, local and/or tribal funds for program activities but must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/financial procedures as requested.

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. Procurement policy

C. Final Progress Report

GRANTEE agrees to provide final progress report upon closeout in *Salesforce* and shall at a minimum include:

- i. Period beginning balance of GRANTEE funding pursuant to this agreement (total award minus all reimbursements at beginning of quarter).
- ii. Total expenses reimbursed in the quarter.
- iii. Period ending balance of GRANTEE funding pursuant to this agreement (total award minus all reimbursements at end of quarter).
- iv. A descriptive summary of how the funds were used including outcomes and specific deliverables or accomplishments to date.
- v. Attachment 2 is a copy of the final progress report.
- vi. Final progress report shall be submitted in *Salesforce* upon closeout of grant.

5. Scope of Work

GRANTEE shall implement the approved CBCG project(s) as described in Attachment 1, which is hereby incorporated by reference into this MOA.

Documentation to be provided throughout the Period of Performance of the grant:

- A. Final progress report upon closeout, per paragraph 4.C. above.
- B. GRANTEE involved legal action that pertains to any goods or services purchased with grant funds.
- C. Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to GRANTEE by GRANTOR.
- D. All legible and complete invoices and receipts detailing the expenditures associated with the project. Receipts 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 the product or service was 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 of expenses associated with the project.

E. Any other documentation that would be pertinent.

6. Responsibilities

GRANTOR:

- A. GRANTOR shall provide funding (reimbursement) 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 all CBCG grant requirements.
- C. GRANTOR shall provide final progress report form (Attachment 2) and Request for Reimbursement form (Attachment 3).
- D. GRANTOR shall monitor the completion of this project.

GRANTEE:

- A. GRANTEE must sign and return MOA to GRANTOR within 45 days after GRANTEE receives notice of this award. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by GRANTOR of the project budget and program narrative.
- B. GRANTEE understands and acknowledges required compliance with all statutory provisions outlined in N.C.G.S. 143C-6-23 (State grant funds: administration; oversight and reporting requirements) and 09 NCAC 03M .0205 (MINIMUM REPORTING REQUIREMENTS FOR GRANTEES) as applicable.

C. Requests for Reimbursement (RFR).

GRANTEE must submit invoice(s) requesting reimbursement for services and items received in *Salesforce*. Grantor will reimburse GRANTEE for eligible costs as outlined in the applicable FY2024 CBCG NOFO.

GRANTEE must take possession of all purchased items and equipment and receive any grant-eligible service prior to seeking reimbursement from GRANTOR. GRANTEE must submit RFR within 60 days of payment of invoice. RFR 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. RFR must also include RFR form (Attachment 3) and a summary listing of expenditures completed by GRANTEE.

All RFRs must be submitted within 30 days of the POP end date. Final RFR will not be processed until the final progress report is submitted in *Salesforce* per above paragraph 4.C.

D. 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.
- 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.

E. Closeout Reporting Requirements.

Following the principles of 2 CFR 200.344, GRANTEE must submit to GRANTOR, no later than 30 calendar days after the end date of the POP, all financial, performance, and other reports as required by the terms and conditions of this MOA. If GRANTEE expends all grant funds prior to the end of the POP, GRANTEE must submit this documentation to GRANTOR within 30 days of the expenditure of all grant funds.

Documentation required:

- i. A complete accounting of how all grant funds were used.
- ii. A Certification stating the funds were used for the purpose appropriated.
- iii. A closeout letter indicating that the approved scope of work is complete.
- iv. Final progress report (Attachment 2) per above paragraph 4.C.
- v. Any other closeout documentation requested by GRANTOR.
- vi. GRANTEE agrees that all program activity results information reported shall be subject to review and authentication and GRANTEE will provide access to work papers, receipts, invoices and reporting records, if requested by GRANTOR, as GRANTOR executes any audit internal audit responsibilities.
- vii. Once the complete final performance and financial status report package has been received and evaluated by GRANTOR, GRANTEE will receive official notification of MOA close-out from GRANTOR.
- viii. The notification will inform GRANTEE that GRANTOR is officially closing the MOA and retaining all MOA files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

F. Procurement

GRANTEE shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified

in N.C.G.S. Chapter 143, Article 3, Purchases & Contracts (Chapter 143 - Article 3) and the Purchase & Contract Administrative Code.

- i. **If GRANTEE utilizes local procurement policies, GRANTEE is required to submit a copy of the applicable policies they followed** and demonstrate that they complied with those policies, including competition as required.
- ii. GRANTEE is required to check the federal System for Awards Management (SAM), and the State Debarred Vendors Listing, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.
- iii. 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 for non-compliant grant GRANTEES. 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.
- iv. Submit invoice(s) requesting reimbursement for item(s) and service(s) received in Salesforce. GRANTOR will reimburse GRANTEE for eligible expenditures as determined by GRANTOR. GRANTEE must take possession of all purchased items and equipment and receive any grant-eligible service prior to seeking reimbursement from GRANTOR. See GRANTEE responsibilities specified in paragraph 6.C. above for RFR.

G. Property and Equipment

GRANTEE shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

- i. GRANTEE shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 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 \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to GRANTOR. The grant summary, cost reports 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.
- ii. 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.
- iii. GRANTEE or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- iv. Property and equipment purchased with CBCG grant funds shall be titled to GRANTEE, and GRANTEE shall be responsible for the custody and care of any property and equipment purchased with grant funds furnished for use in connection with this MOA. GRANTOR will not be held responsible for any property purchased under this MOA.

GRANTEE must utilize all property and equipment as intended in their approved project application (as amended, if applicable).

- v. Disposition Procedures. Unless otherwise directed by GRANTOR, GRANTEE may keep or dispose of any items and equipment purchased with grant funds when the equipment is no longer needed by GRANTEE.
- H. Communications equipment. In an effort 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 Attachment 4.
- I. Indirect Costs. No indirect costs will be charged to this award.
- J. The purchase or acquisition of any additional materials, equipment, items, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA, shall be the sole responsibility of GRANTEE and shall not be reimbursed under this MOA.
- K. Conflict of Interest. 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 the GRANTEE disbursing of State 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 must be filed before GRANTOR will disburse any grant funds to GRANTEE.**
 - i. In conjunction with providing the conflict of interest policy to GRANTOR, GRANTEE must disclose in writing to GRANTOR, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.
 - ii. This includes GRANTEE's responsibility 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 or subcontracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract or subcontract supported by this grant 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 interests in or a tangible personal benefit from a firm considered for a contract or subcontract.
 - iii. The officers, employees, and agents of GRANTEE may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subcontracts. GRANTEE may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.
 - iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of GRANTEE. All GRANTEES must disclose in writing to GRANTOR, 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, GRANTEE 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.

L. Travel.

GRANTEE must have an acceptable local travel regulation plan or accept the state travel regulations.

M. Records Retention for Auditing & Monitoring.

GRANTEE acknowledges and agrees that, from and after the date of execution of this MOA for five (5) years following its termination, the books, records, documents, and facilities of GRANTEE are subject to being audited, inspected, and monitored at any time by GRANTOR upon request (whether in writing or otherwise). GRANTEE further agrees to provide GRANTOR staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

N. Advertising.

GRANTEE agrees not to use the existence of this grant award or the name of GRANTOR as part of any commercial advertising, without prior approval of GRANTOR.

7. Taxes

GRANTEE is 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.

8. Warranty

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 sovereign immunity of the State of North Carolina.

9. Audit requirements

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 \$500,000 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>. This applies to non-profits and all other non-state entities that are not subject to the requirements of the LGC. **Government entities including counties and local governments are not required to file these reports.**

If GRANTEE is a unit of local government in North Carolina (including certain designated public authorities, public hospitals and related entities), 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 are set by the Local Government Commission (*see* Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission). **Government entities including counties and local governments are generally subject to the audit and reporting requirements of the Local Government Commission.**

10. 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 Grants Management Branch and NCEM Field Branch staff. 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.

11. Public records access

All 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.

12. Contracting/subcontracting

If GRANTEE contracts/subcontracts any or all purchases or services under this MOA, then GRANTEE agrees to include in the contract/subcontract agreement 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 GRANTOR harmless against all claims of whatever nature arising out of the contractor/subcontractor 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 forwarded to GRANTOR.**

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 shall remain an independent GRANTEE and as such shall be wholly responsible for the scope of work to be performed under this MOA and for the supervision of their employees and assistants. GRANTEE represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with GRANTOR.

GRANTEE shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of business and work performance under this MOA, including those of federal, state, local and/or tribal agencies having appropriate jurisdiction.

GRANTEE acknowledges and agrees that, in its conduct under this MOA and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

13. 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 CBCG grant funds, and GRANTEE must comply with all other requirements of these divestment and do-not-contract laws.

14. 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.

15. Antitrust laws

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

16. 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.

17. 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.

18. Modification

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

19. Termination

The terms and conditions of this MOA, as modified with the consent of all parties, will remain in effect until 6/30/24. Either party upon thirty days advance written notice to the other party may terminate this MOA.

20. Compliance

GRANTEE shall comply with applicable federal, state, local and 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. 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 (incorporated by reference in this MOA), and/or termination of the award per 09 NCAC 03M.0801 and 2 CFR 200.340 (incorporated by reference in this MOA). Additional conditions may also be placed on

GRANTEE for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and possible placement of GRANTEE on the Suspension of Funding List (SOFL) maintained by the State Office of State Budget & Management (OSBM).

21. 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 terms and conditions of this MOA are effective upon signature by all parties.

This MOA shall be in effect from 7/1/2024 through the end of the POP. Failure to provide applicable RFR(s) invoices, proof(s) of payment and/or a de-obligation request letter within 30 days of the end of the POP may result in automatic de-obligation of grant funds.

22. Attachments

All attachments to this MOA are incorporated as if set out fully herein. In the event of any inconsistency or conflict between the language of this MOA and the attachment hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.

This MOA includes the following attachments:

- Attachment 1 - Scope of Work / Approved Application in Salesforce: App-0000246
- Attachment 2 - Final Progress Report - to be provided under separate cover
- Attachment 3 - Request for Reimbursement Form - to be provided under separate cover
- Attachment 4 - NCEM Communications Branch Memo - to be provided under separate cover

AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this MOA. In witness whereof, GRANTOR and GRANTEE have each executed this moa and the parties agree that the MOA is effective as of the POP start date, even if this MOA is signed by any parties after that date.

For GRANTOR

By:

Electronically Signed
2024-08-02 17:40:21 UTC - 157.12.0.171
William C. Ray
Notary Assured Signed
2024-08-02 17:40:21 UTC - 157.12.0.171

Date:

2024-08-02 13:40:28

**William C. Ray, Director & Deputy
Homeland Security Advisor
North Carolina Department of Public Safety
Division of Emergency Management**

For GRANTEE

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

Approved as to Form

By:

Electronically Signed
2024-08-02 10:31:47 UTC - 193.92.0.4
Will Polk
Notary Assured Signed
2024-08-02 10:31:47 UTC - 193.92.0.4

Date:

2024-08-02 10:31:47

**William Polk, Deputy General Counsel
Reviewed for the North Carolina
Department of Public Safety to fulfill the
purposes of the DPS Emergency
Management Capacity Building
Competitive Grant program.**

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

From: Kyle J. DeHaven, County Manager

Re: Approval; Updated Drug and Alcohol Policy, GC Transportation

Date: August 19, 2024

A Change in the NC DOT, Drug and Alcohol Policy has caused the need for ours to be updated. The changes are attached for your review.

Action Recommended:

Motion to approve the updated Drug and Alcohol Policy for GC Transportation

Board Action is Needed

Kyle,

Attached you will find the updated information for our Drug and Alcohol Policy. Due to a recent change with NCDOT, they now require the Substance Abuse Professionals (SAP) to provide a copy of their credentials. The two that we have had in the past, did not want to provide their credentials, so I had to update the policy with two new Substance Abuse Professionals.

- For your reference, the page with names highlighted is from the policy that was approved/signed in March 2024.
- Page with names not highlighted is the updated SAP information.

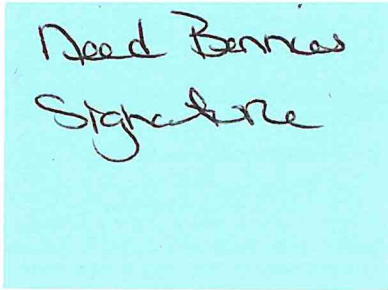
Once Bennie signs, you can place the information the transportation mailbox, and I will stop by and pick it up.

Thank you,

Kim

This Policy was adopted by the *Greene County Board of Commissioners* on August 19, 2024.

Bennie Heath, Chairman *Greene County Board of Commissioners*



Need Bennies
Signature

Highlighted
Individuals
are no longer
our SAPs.

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Greene County Transportation Drug and Alcohol Program Manager

Name: Kim Howell

Title: Director

Address: 312 SE 2nd St, Snow Hill, NC 28580

Telephone Number: 252-747-8474 x108

Medical Review Officer

Name: Clement McCaskill, D.O., AAMRO

Title: Medical Review Officer

Address: 709 Simmons St, Goldsboro NC 27530

Telephone Number: 919-252-0546

Substance Abuse Professional #1

Name: Gale Shiver

Title: Drug & Alcohol Counselor, MS, LCAS, CCS, MAC, SAP

Address: 701 South George St Ste 10A, Goldsboro NC 27530

Telephone Number: 252-215-3089

Substance Abuse Professional #2

Name: Lorie Savage, MA, LCAS, CSOTS, MAC, SAP

Title: CEO Great Things Foundation, INC

Address: 2745 Cresset Dr, Winterville, NC 28590-6602

Telephone Number: 252-531-8712

Attachment B Contacts

Any questions regarding this policy or any other aspect of the substance abuse policy should be directed to the following individual(s).

Greene County Transportation Drug and Alcohol Program Manager

Name: Kim Howell

Title: Director

Address: 312 SE 2nd St, Snow Hill, NC 28580

Telephone Number: 252-747-8474 x108

Medical Review Officer

Name: Clement McCaskill, D.O., AAMRO

Title: Medical Review Officer

Address: 709 Simmons St, Goldsboro NC 27530

Telephone Number: 919-252-0546

Substance Abuse Professional #1

Name: William Mizelle MS, LCAS, LCMHC, CCS

Title: Substance Abuse Professional: NC DOT #174688

Address: 222 Cotanche St, STE C, Greeneville, NC 27858

Telephone Number: 252-814-5441

Substance Abuse Professional #2

Name: Tyeasia Dorsey MA, LCAS, CCS, MAC, SAP

Title: Substance Abuse Professional LCAS-21899

Address: 105 N 1st St, Pinetops NC 27864

Telephone Number: 252-397-8603

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

From: Kyle J. DeHaven, County Manager

Re: Request for a Public Hearing; Transportation

Date: August 19, 2024

Greene County transportation is requesting a public hearing be set for the 5311 Admin and Capital Gants on September 16, 2024 at the Greene County Operations Center, located at 312 SE Second Street, Snow Hill NC 28580, at 6:00pm.

Action Recommended:

Chairman, please set the Public Hearing

Board Action is Needed

Kathy Mooring

From: Kim Howell
Sent: Tuesday, August 13, 2024 4:15 PM
To: Kathy Mooring
Subject: BOC meeting September 16th

Kathy, I will need to be added to the agenda for the BOC meeting on September 16th for the Public Hearing regarding the 5311 Admin and Capital grants. Do I need to wait until after the August 19th meeting to provide the information to you?

Thank you,
Kim

Kimberly Howell, Director
Greene County Public Transportation
252-747-8474
Kim.howell@greencountync.gov

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

From: Kyle J. DeHaven, County Manager

Re: Grant Project Budget Ordinance Amendment; addition to OSBM Grant contract #2026RD

Date: August 19, 2024

A second tranche of funds has been awarded to the Register of Deeds office for the preservation of historic records and files. A Grant Project Budget Ordinance has been previously established and these funds will be added to that grant award.

Action Recommended:

Motion to accept the grant award as provided

Board Action may be Needed

North Carolina Office of State Budget and Management

Contract # 2026RD

This Agreement is hereby entered into by and between the NC Office of State Budget and Management (the "AGENCY") and Greene County
(the "RECIPIENT") (referred to collectively as the "Parties").

1. EFFECTIVE TERM:

The RECIPIENT's performance period for this agreement shall be effective starting July 1, 2024, through June 30, 2026. The PARTIES' duties of record-keeping, monitoring, reporting, and auditing continue thereafter as provided below.

2. RECIPIENT'S DUTIES:

The RECIPIENT is authorized by this agreement to use funds for purposes referenced in the Current Operations Appropriations Act, Session Law (S.L.) 2023-134, Section 24.6, as amended by S.L. 2024-1.

The RECIPIENT understands and acknowledges that the second round of funding available under this agreement will not exceed \$2,714.00.

The RECIPIENT acknowledges they have provided the following additional documentation:

- a. Internal Revenue Service W-9 form (includes address, Tax ID)
- b. Electronic Payment Form & Supporting Document (if required)

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in G.S. 143C-6-22 Use of State funds by non-State entities, 9 N.C.A.C. Subchapter 3M and the requirements found in S.L. 2023-134, Section 24.6, as amended by S.L. 2024-1.

The RECIPIENT shall ensure:

- a. RECIPIENT shall use grant funds for the preservation of historic records and files. Allowable uses of the funds include, but are not limited to, document restoration, reparation, deacidification, and placement in protected archival binders.
- b. Funds may be used for document digitization only if the original documents will continue to be maintained and preserved.
- c. RECIPIENT must provide a one hundred percent (100%) match for all grant funds awarded.
- d. Interest earnings on funds shall be used for the same purposes for which the grant was made.
- e. Submission of reports on financial and performance progress. This shall include financial and performance progress of the RECIPIENT.
- f. Compliance with 9 N.C.A.C. Subchapter 3M.0205.
- g. RECIPIENT is not permitted to subgrant funds to another organization.

Pursuant to G.S 143C-6-8, the RECIPIENT understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate

appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

3. AGENCY'S DUTIES & PAYMENT PROVISIONS:

The AGENCY shall ensure that funds allocated and disbursed pursuant to Session Law 2023-134, as amended by S.L. 2024-1, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The AGENCY is subject to the following requirements:

- a. Upon execution of this contract and the RECIPIENT's submission of documents identified in Section 2 of this contract, the AGENCY shall pay the RECIPIENT the full first round of funds within 30 days.
- b. Develop RECIPIENT financial and performance reporting document that shall incorporate the requirements of 9 N.C.A.C. Subchapter 3M.0205 and require the RECIPIENT to:
 - i. Certify that funds received or held were used for the intended purpose.
 - ii. Provide an accounting for funds received, interest earned, funds expended.
 - iii. Provide activities, accomplishments, and performance measures.
 - iv. Provide a list of employees and the amount of State funds used for the employee's annual salary.
 - v. Provide supporting invoices, contracts, payroll information or other documents to support expenditures upon request.
- c. Provide a secure method for submitting financial and performance reports.
- d. Conduct financial and performance monitoring until the contract is completed.
- e. Funds will not revert until June 30, 2026.

4. FUNDS MANAGEMENT:

The RECIPIENT agrees that funds paid through this contract shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and / or grant management system. This shall include accounting for interest earned on these funds.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.
- c. Expenditures for travel mileage are not eligible under this Contract.
- d. If eligible, the RECIPIENT:
 - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and
 - ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The RECIPIENT agrees to submit the required quarterly report on or before the 10th day following the end of each quarter. The first report is due to the AGENCY during the quarter in which the funds have been received

by the RECIPIENT. The AGENCY shall provide the format and method for reporting. All reports and supporting documents shall include the RECIPIENT information and shall be submitted as prescribed by the AGENCY.

RECIPIENT agrees that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and the RECIPIENT will provide access to work papers, receipts, invoices, and reporting records, if requested by the AGENCY, as the AGENCY executes any monitoring or internal audit responsibilities.

6. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

RECIPIENT and AGENCY Point of Contact	
RECIPIENT Contract Administrator	AGENCY Contract Administrator
Name: _____	Christy Doi
Email: _____	NC Office of State Budget and Management 2 South Salisbury Street Raleigh, NC 27601
Direct Phone: _____	Direct Phone: 984-236-0600 Email: osbm-rdgrants@osbm.nc.gov

7. MONITORING AND AUDITING:

The RECIPIENT acknowledges and agrees that from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting, and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in 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 RECIPIENT and are subject to change.

8. TAXES:

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

9. SITUS:

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

10. COMPLIANCE WITH LAW:

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

11. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

12. AMENDMENTS:

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

13. AGREEMENT CLOSE-OUT PROCESS:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the AGENCY at this time.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

14. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof**, the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT NAME

Signature	Date
-----------	------

Sandy Shirtz	Finance Director
Printed Name	Title

NC OFFICE OF STATE BUDGET AND MANAGEMENT

Signature	Date
-----------	------

Printed Name	Title
--------------	-------