Caldwell County
North Carolina
Board of Commissioners Meeting

January 26, 2026 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

AGENDA

Call to Order Chairman Randy T. Church

Public Comment Period

Invocation Director of Ministries Jeff Lambert, Union Grove Baptist Church

Pledge of Allegiance Commissioner, Patrick Starnes

Agenda Amendments from the Board, Manager & Public

Agenda Items

1.	Recognition *Paige Counts*	Opening of "Our Story: The History of Caldwell County" Exhibit
2.	Presentation *Anthony Starr*	Charlotte Interbasin Transfer Update
3.	Items for Decision *Josh Angle*	Tax Liens On Real Property
4.	Presentation *Shane Fox*	Presentation of audit for fiscal year 2024-2025

Consent

5.	Budget Revisions	Cybersecurity Grant #1
6.	Budget Revisions	Cybersecurity Grant #2
7.	Budget Revisions	Wilson Creek Equipment Grant
8.	Budget Revisions	Budget Revision for Jury Commission Payments
9.	Consent Agenda	Purchase of Web Accessibility Software
10.	Items for Decision	Conveyance of Surplus Vehicle by Private Sale
11.	Items for Decision	Soil and Water Conservation District request to apply for StRAP funding

12.	Budget Revisions	Sheriff Department Salary Adjustment
13.	Items for Decision	Approval of Minutes from December 1, 2025, Board of Commissioners Meeting

Closed Session

14.	Items for Decision	Closed Session Pursuant to NCGS 143-318.11(a)(4)

Adjourn

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
January 26, 2026	Public Information	Paige Counts

AGENDA ITEM # 1

Opening of "Our Story: The History of Caldwell County" Exhibit

BACKGROUND

In August 2024, Caldwell County received an America 250 grant from the NC Department of Natural and Cultural Resources to develop a history exhibit in the County Office Plaza. The PIO staff reached out to town managers and historians to identify people to serve on our America 250 committee. With a team of people from across the county, the group has worked on several initiatives to recognize America 250. A primary focus has been to create an exhibit showcasing life in Caldwell County since 1760. The exhibit is set to open just prior to the commissioners' meeting with a reception.

To recognize committee members who have worked tirelessly on this display, certificates and Caldwell County America 250 coins will be presented. Committee members being recognized are:
Kierston Matheson Banks
Sharon Bryant
Amber Bryson
Nelson Brookshire
Pam Smith Cooke
Linda Richards Crowder
Cindy Hedrick Day
Brenda Floyd
Joseph Gibbons
Sherrie Hartsoe Sigmon
Eric Stafford

RECOMMENDED MOTION

BUDGET IMPACT

$0

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
January 26, 2026	Economic Development	Anthony Starr

AGENDA ITEM # 2

Charlotte Interbasin Transfer Update

BACKGROUND

Present an update about the Charlotte Interbasin Transfer.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. WPCOG IBT Presentation_Caldwell_Jan2026



Catawba River Interbasin Transfers Update

Caldwell County Board of Commissioners

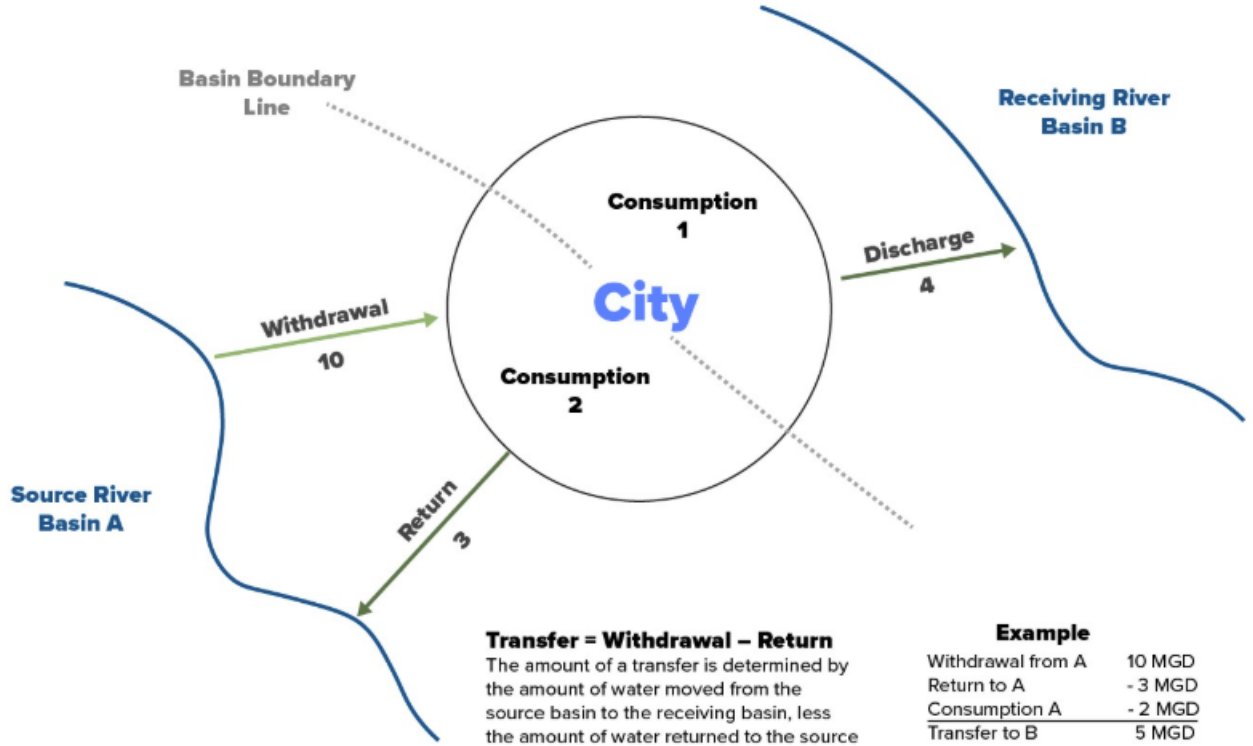
January 26, 2026

Presentation Agenda

1. **Background: Interbasin Transfers**
2. The Catawba River Basin
3. Charlotte Water's Request + Impacts
4. Alternatives Available to Charlotte
5. Catawba River Coalition
6. Legislative Study
7. Questions

What is an interbasin transfer?

- Water is removed from one basin, consumed/used in a jurisdiction, and then discharged into another basin.
- IBTs can be **harmful** to the jurisdiction losing water and beneficial to jurisdiction getting water.



What the experts say about IBTs

Interbasin Water Transfers in the Western United States
(David Getches, Univ. of Colorado)

"When water is removed from an area it almost invariably causes **economic and environmental impacts**. These impacts are the greatest in the case of transfers from one basin to another. . ."

"When water supplies are committed to exports, it **discourages investments in new businesses** that require water. The transfer of water to another watershed therefore deprives the area of origin of water that could be used for economic growth in that area of origin."

"Less economically advantaged areas. . .rarely have sufficient political power to prevent or alter plans to de-water their watersheds."

Are intra- and inter-basin water transfers a sustainable policy intervention for addressing water scarcity?
(Ariel Dinar, Univ. of California - Riverside)

"One of the most **extreme** policy interventions is to build infrastructure to move water from locations where it is abundant to locations facing scarcity."

"Compared with water conservation measures, IBTs involve **far more problems** that could arise along a more distant horizon."

Current Catawba River IBTs

- **Charlotte Water** has a 33 million gallons per day interbasin transfer certificate (2002).
- **Concord Kannapolis** has a 20 million gpd interbasin transfer certificate: 10 million gpd from the Catawba and 10 million gpd from the Yadkin (2007).
- The Town of **Mooresville** has a pre-existing interbasin transfer allowance of 9.54 million gpd.

Presentation Agenda

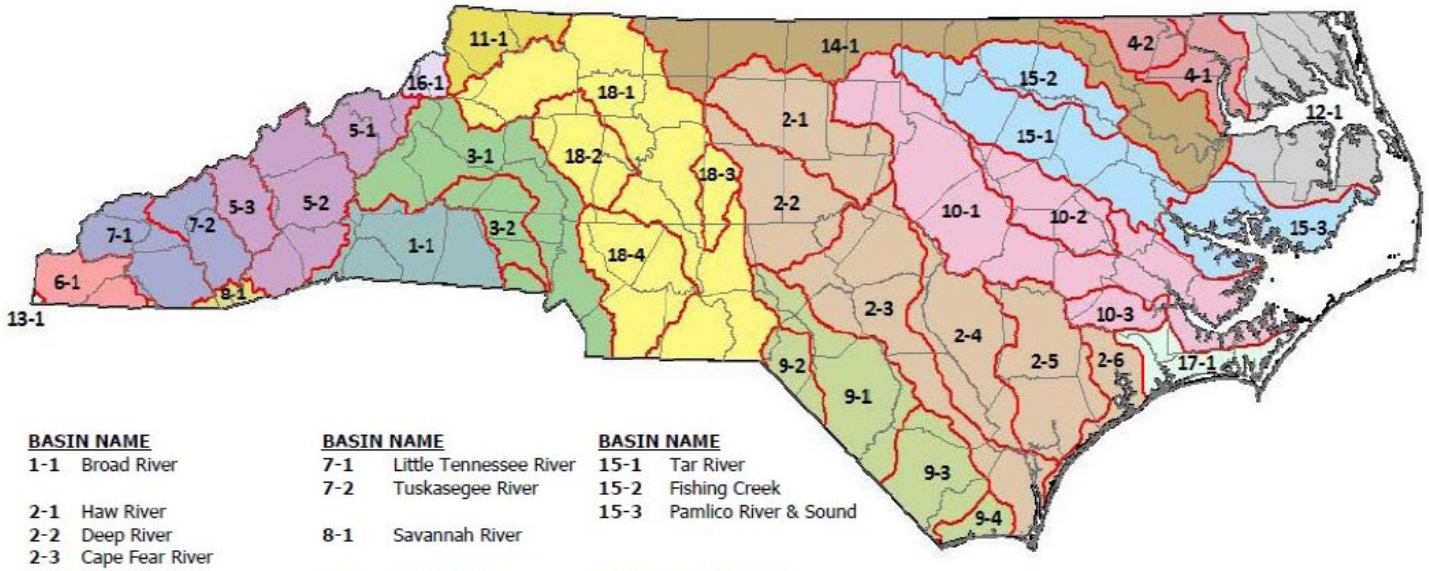
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*"Precipitation deficits during the 1998-2002 drought for some locations in North Carolina were among the **largest documented since the beginning of systematic collection** of weather data."*

– US Geological Survey

The river basins of North Carolina

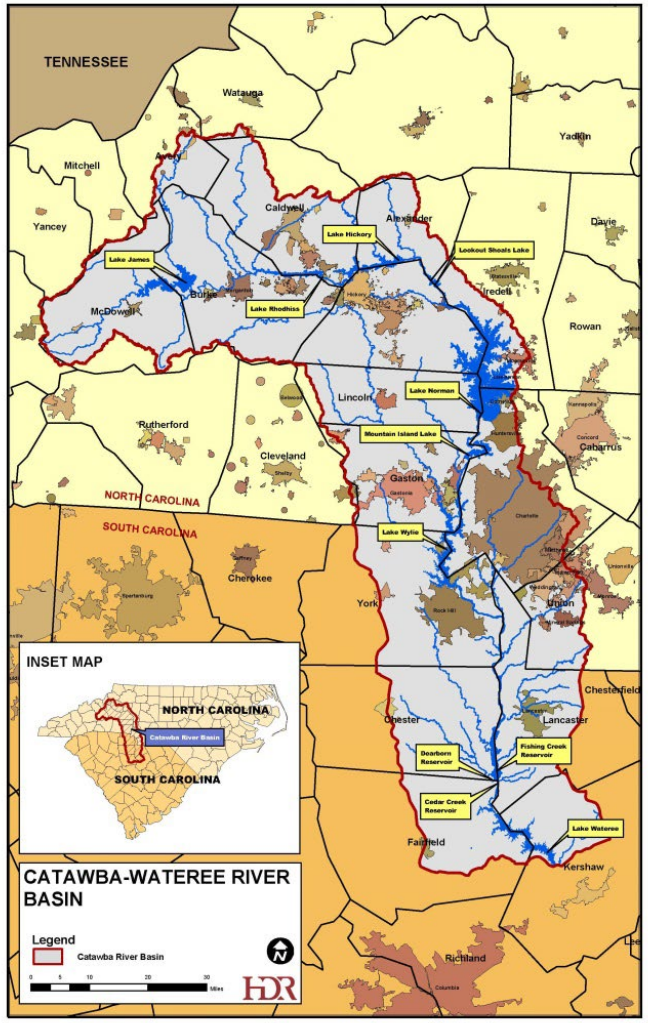
Designated Interbasin Transfer River Basins
As defined in G.S. §143-215.22G



BASIN NAME		BASIN NAME		BASIN NAME	
1-1	Broad River	7-1	Little Tennessee River	15-1	Tar River
		7-2	Tuskasegee River	15-2	Fishing Creek
2-1	Haw River			15-3	Pamlico River & Sound
2-2	Deep River	8-1	Savannah River		
2-3	Cape Fear River				
2-4	South River	9-1	Lumber River	16-1	Watauga River
2-5	Northeast Cape Fear River	9-2	Big Shoe Heel Creek		
2-6	New River	9-3	Waccamaw River	17-1	White Oak River
		9-4	Shallotte River		
3-1	Catawba River			18-1	Yadkin River
3-2	South Fork Catawba River	10-1	Neuse River	18-2	South Yadkin River
		10-2	Contentnea Creek	18-3	Uwharrie River
4-1	Chowan River	10-3	Trent River	18-4	Rocky River
4-2	Meherrin River				
		11-1	New River		
5-1	Nolichucky River				
5-2	French Broad River	12-1	Albemarle Sound		
5-3	Pigeon River				
		13-1	Ocoee River		
6-1	Hiwassee River				
		14-1	Roanoke River		

The Catawba River basin

- **First river in the US completely planned/developed for electricity production**
- **11 interconnected reservoirs licensed by the Federal Energy Regulatory Commission (FERC)**
  - Completed 1904-1963 (spanning 225 river miles)
  - 79,895 surface acres, 1,795 miles shoreline
- **Modest water availability**
  - Avg. inflow – 3,752 million gallons per day (MGD)
  - Avg. annual precipitation – 42 inches
  - **Usable Storage = 776,747 acre-feet = 252 billion gallons ≈ 7% of annual basin precipitation**
- **Duke Energy electric generation – Supports 20% of Duke Energy's generating capacity in the Carolinas**
  - 789 MW clean, renewable, flexible hydropower
  - Cooling water for 7,063 MW coal/nuclear
- **Lots of people**
  - Most densely populated river basin in NC
  - 2 states, 17 counties, 30+ cities
  - Over 25,000 lake neighbors (property values)
  - Over 16 million recreation visits per year
  - Several large industrial water intakes
- **Reservoirs serve as the raw water source for 18 public water systems (2 million customers)**



The Catawba: A threatened river

- "The Catawba-Wateree River basin is experiencing **unprecedented demand for clean water** due to exponential population growth of the Charlotte metropolitan area, which spans several counties in both North and South Carolina."

- "These threats, combined with predictions of more frequent droughts. . .impair the river's health and its ability to provide for residents in the future is **at risk**."

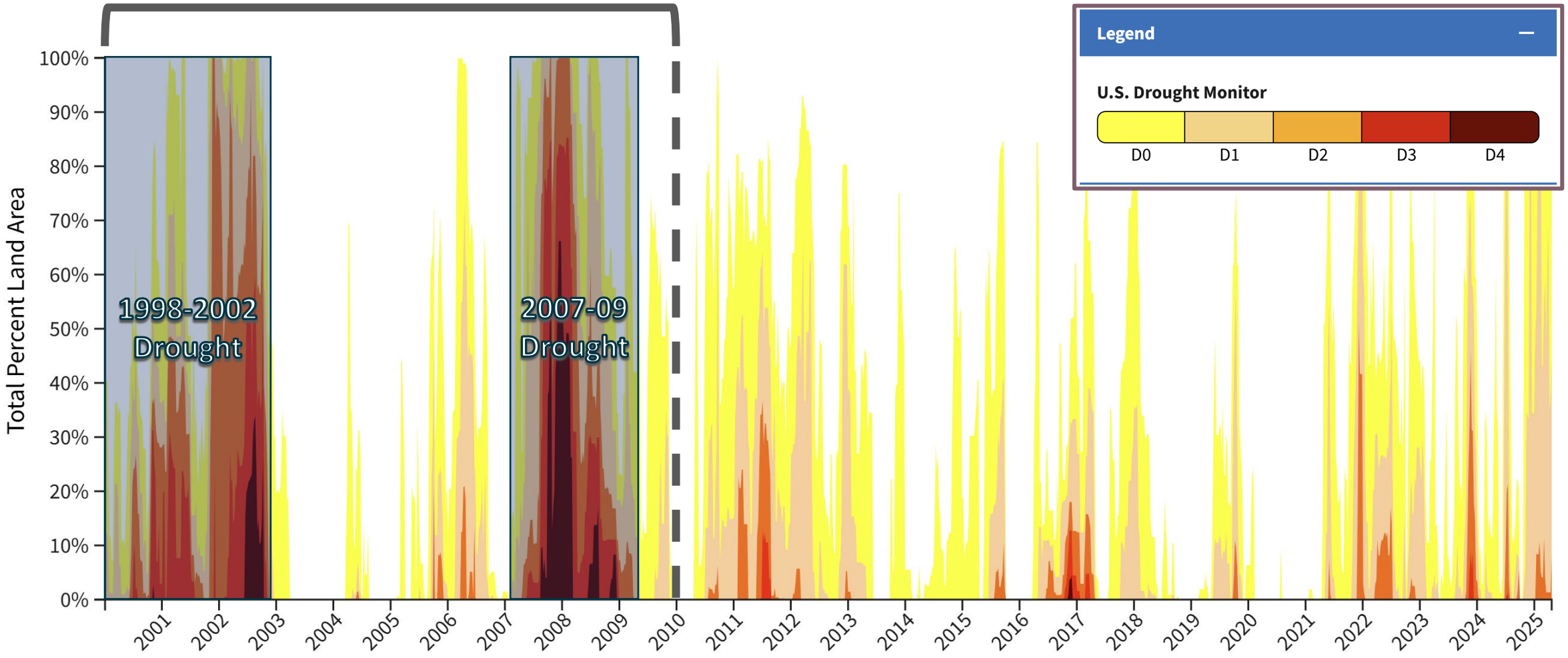
- "Without adequate river flows, utility companies, mills, and manufacturing facilities that depend on the Catawba River **will founder**."



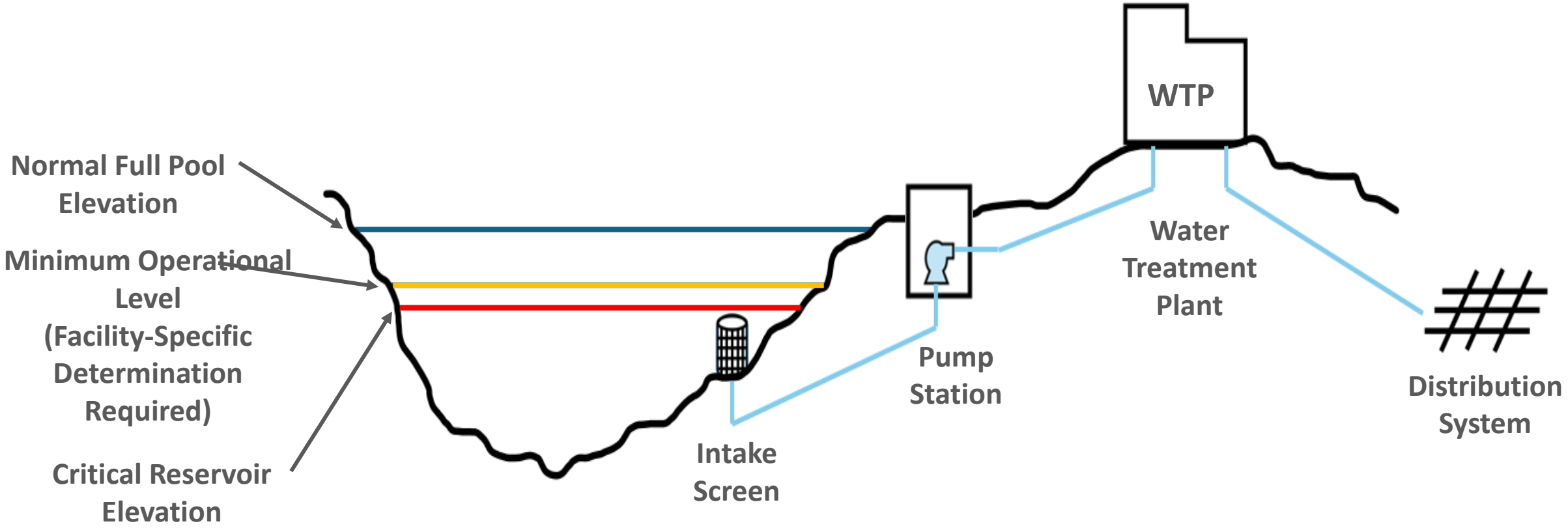
Source: American Rivers: America's Most Endangered Rivers™

The Catawba: A threatened river

Graph retrieved from US Drought Monitor – North Carolina



Technical impacts of a drought



The 1998 - 2002 drought

- USGS: “Precipitation deficits during the 1998-2002 drought for some locations in North Carolina were among the **largest documented since the beginning of systematic collection** of weather data.”

- Catawba River Basin suffers the worst of it: “The largest deficits occurred **primarily in the western Piedmont** and were as much as 60 to 70 inches in some locations during the 4-year period,” with Hickory leading the entire state in reduced precipitation.

- 2001-02: Lake James cannot reach target elevations necessary to sustain downstream water needs

- Summer 2002: Duke Energy says water intakes in some reservoirs will be exposed if drought lasted another year

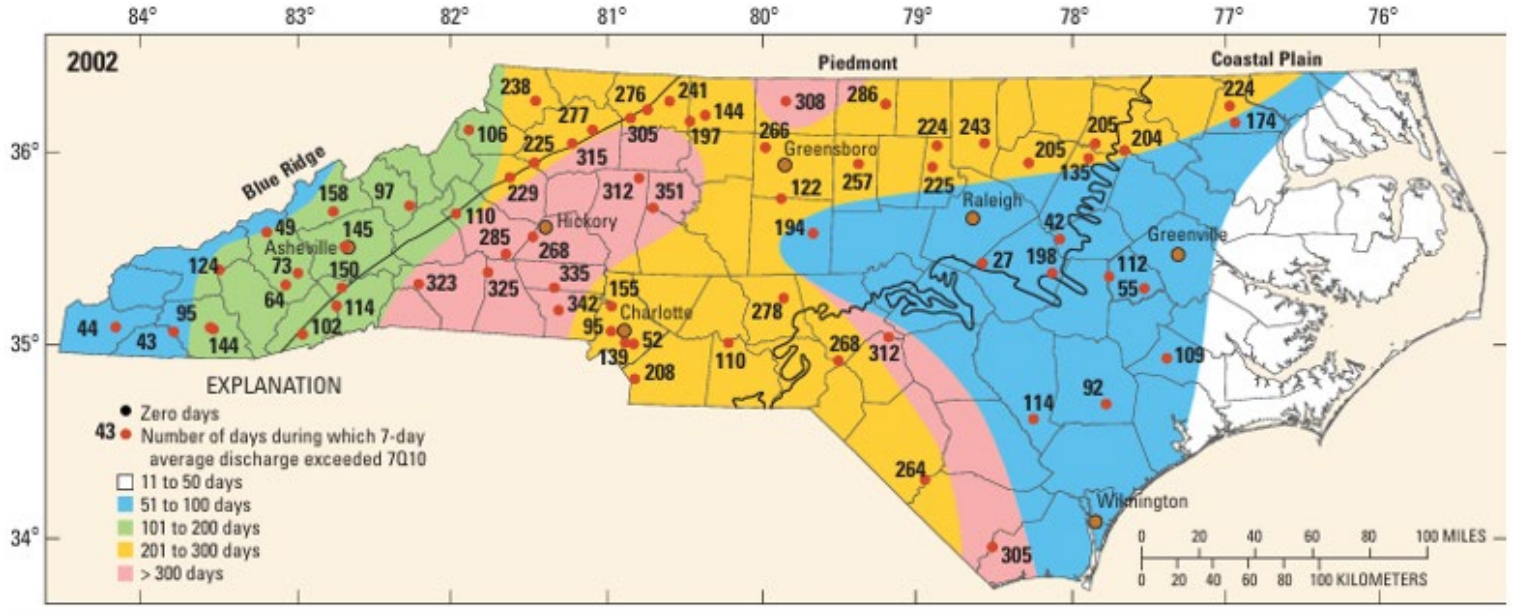


Image from USGS, “The Drought of 1998–2002 in North Carolina — Precipitation and Hydrologic Conditions.”

The 2007-2009 drought

- Most severe North Carolina drought in recorded history
- October 2007 Hickory press release: “The goal in August and September was to reduce water use by five to ten percent, and now there is a need to reduce water consumption by more **than 20 percent**.”
- NC DEQ: Portions of the basin dropped below normal levels **by 8-10 *feet***
- Low Inflow Protocol (LIP) Stage 3 declared (second-highest stage); aspects of LIP 4 were implemented
- Lake Norman dropped to just 3.1 feet above cooling intake for nuclear power plant
- Meanwhile, Charlotte continued pulling water from the Catawba and **lost more than 19%** of every gallon it took (source: Charlotte Water) – 23 mgd lost each day



Charlotte IBT and Conservation Targets

- Charlotte Water published its water conservation goals for **extreme** droughts as a **10-20% reduction**
- Charlotte Water uses about 124.55 million gallons per day
- A 10-20% conservation reduction is about 12.5 to 25 mgd for Charlotte Water
- The potential Charlotte Water IBT is 63 mgd
- Charlotte is proposing to transfer 2.5 to 5 times more water than it hopes to conserve during extreme droughts



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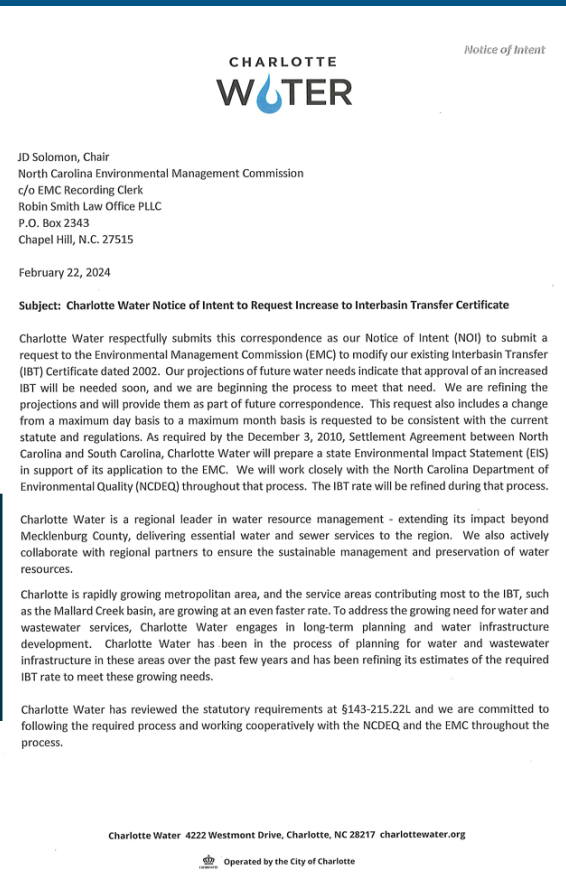
Charlotte Water's request + impacts

- Charlotte has existing approval for an interbasin transfer of 33 mgd
  - This IBT was originally projected to meet demands until 2030

- In 2024, Charlotte announced its intent to request an increase of 30 million gpd, bringing the **total transfer to 63 mgd**

- **The 30 mgd IBT increase will serve about 300,000 more people in eastern Mecklenburg**

- Charlotte Water's request has **economic, financial, and legal consequences** for community that rely exclusively on the Catawba River Basin for their water needs



CHARLOTTE WATER

Notice of Intent

JD Solomon, Chair
North Carolina Environmental Management Commission
c/o EMC Recording Clerk
Robin Smith Law Office PLLC
P.O. Box 2343
Chapel Hill, N.C. 27515

February 22, 2024

Subject: Charlotte Water Notice of Intent to Request Increase to Interbasin Transfer Certificate

Charlotte Water respectfully submits this correspondence as our Notice of Intent (NOI) to submit a request to the Environmental Management Commission (EMC) to modify our existing Interbasin Transfer (IBT) Certificate dated 2002. Our projections of future water needs indicate that approval of an increased IBT will be needed soon, and we are beginning the process to meet that need. We are refining the projections and will provide them as part of future correspondence. This request also includes a change from a maximum day basis to a maximum month basis is requested to be consistent with the current statute and regulations. As required by the December 3, 2010, Settlement Agreement between North Carolina and South Carolina, Charlotte Water will prepare a state Environmental Impact Statement (EIS) in support of its application to the EMC. We will work closely with the North Carolina Department of Environmental Quality (NCDEQ) throughout that process. The IBT rate will be refined during that process.

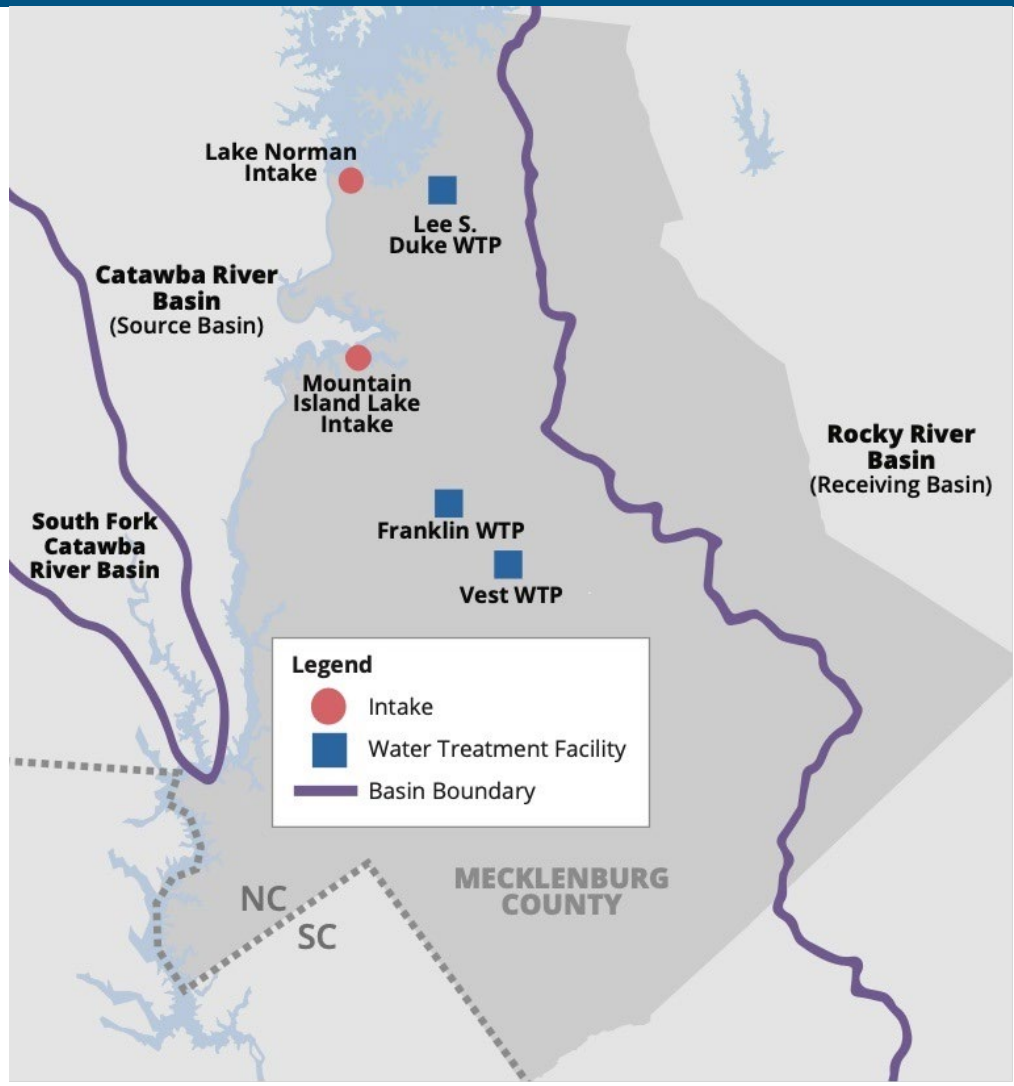
Charlotte Water is a regional leader in water resource management - extending its impact beyond Mecklenburg County, delivering essential water and sewer services to the region. We also actively collaborate with regional partners to ensure the sustainable management and preservation of water resources.

Charlotte is rapidly growing metropolitan area, and the service areas contributing most to the IBT, such as the Mallard Creek basin, are growing at an even faster rate. To address the growing need for water and wastewater services, Charlotte Water engages in long-term planning and water infrastructure development. Charlotte Water has been in the process of planning for water and wastewater infrastructure in these areas over the past few years and has been refining its estimates of the required IBT rate to meet these growing needs.

Charlotte Water has reviewed the statutory requirements at §143-215.22L and we are committed to following the required process and working cooperatively with the NCDEQ and the EMC throughout the process.

Charlotte Water 4222 Westmont Drive, Charlotte, NC 28217 charlottewater.org

Operated by the City of Charlotte



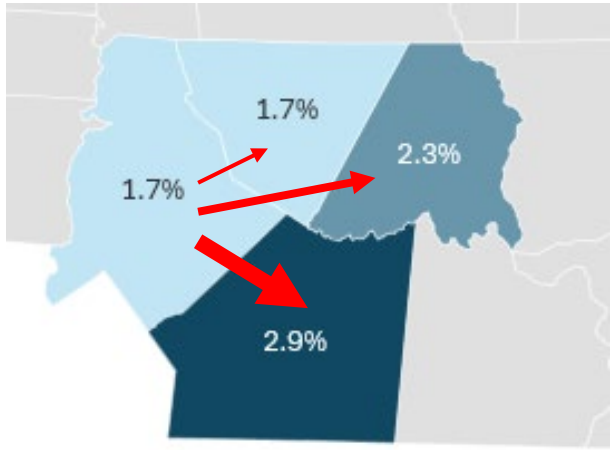
Charlotte Water's request: Economic impacts

- Charlotte's request would **harm basin communities** economically and **benefit Charlotte**:

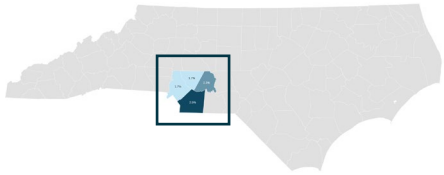
  1. WNC needs water capacity for commercial and industrial growth. But that **growth can't happen** if WNC's only water source is transferred to Charlotte.

  2. Charlotte population is migrating to adjacent counties, especially Union County (fifth-highest growth in NC). **WNC cannot accommodate its own residential growth** if its water is used to accommodate Charlotte's instead.

- "When water supplies are committed to exports, it discourages investments in new businesses that require water. The transfer of water to another watershed therefore **deprives the area of origin of water that could be used for economic growth** in that area of origin." (Univ. of Colorado)



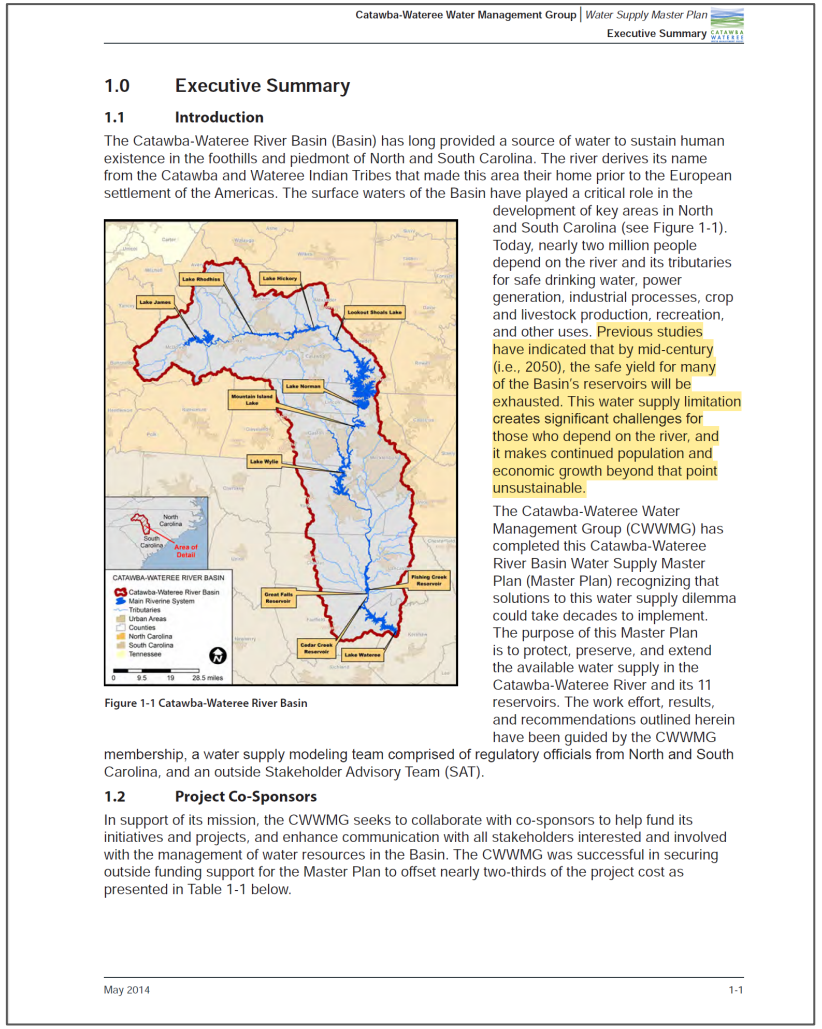
Population growth, 2022-23. *Carolina Demography*.



Charlotte Water's request: Economic impacts

"Previous studies have indicated that by mid-century (i.e., 2050), the **safe yield for many of the Basin's reservoirs will be exhausted**. This water supply limitation creates significant challenges for those who depend on the river, and it makes **continued population and economic growth beyond that point unsustainable**."

– Catawba-Wateree Water Management Group (2014)



Catawba-Wateree Water Management Group | *Water Supply Master Plan*
Executive Summary

1.0 Executive Summary

1.1 Introduction

The Catawba-Wateree River Basin (Basin) has long provided a source of water to sustain human existence in the foothills and piedmont of North and South Carolina. The river derives its name from the Catawba and Wateree Indian Tribes that made this area their home prior to the European settlement of the Americas. The surface waters of the Basin have played a critical role in the development of key areas in North and South Carolina (see Figure 1-1). Today, nearly two million people depend on the river and its tributaries for safe drinking water, power generation, industrial processes, crop and livestock production, recreation, and other uses. Previous studies have indicated that by mid-century (i.e., 2050), the safe yield for many of the Basin's reservoirs will be exhausted. This water supply limitation creates significant challenges for those who depend on the river, and it makes continued population and economic growth beyond that point unsustainable.

Figure 1-1 Catawba-Wateree River Basin

The Catawba-Wateree Water Management Group (CWWMG) has completed this Catawba-Wateree River Basin Water Supply Master Plan (Master Plan) recognizing that solutions to this water supply dilemma could take decades to implement. The purpose of this Master Plan is to protect, preserve, and extend the available water supply in the Catawba-Wateree River and its 11 reservoirs. The work effort, results, and recommendations outlined herein have been guided by the CWWMG membership, a water supply modeling team comprised of regulatory officials from North and South Carolina, and an outside Stakeholder Advisory Team (SAT).

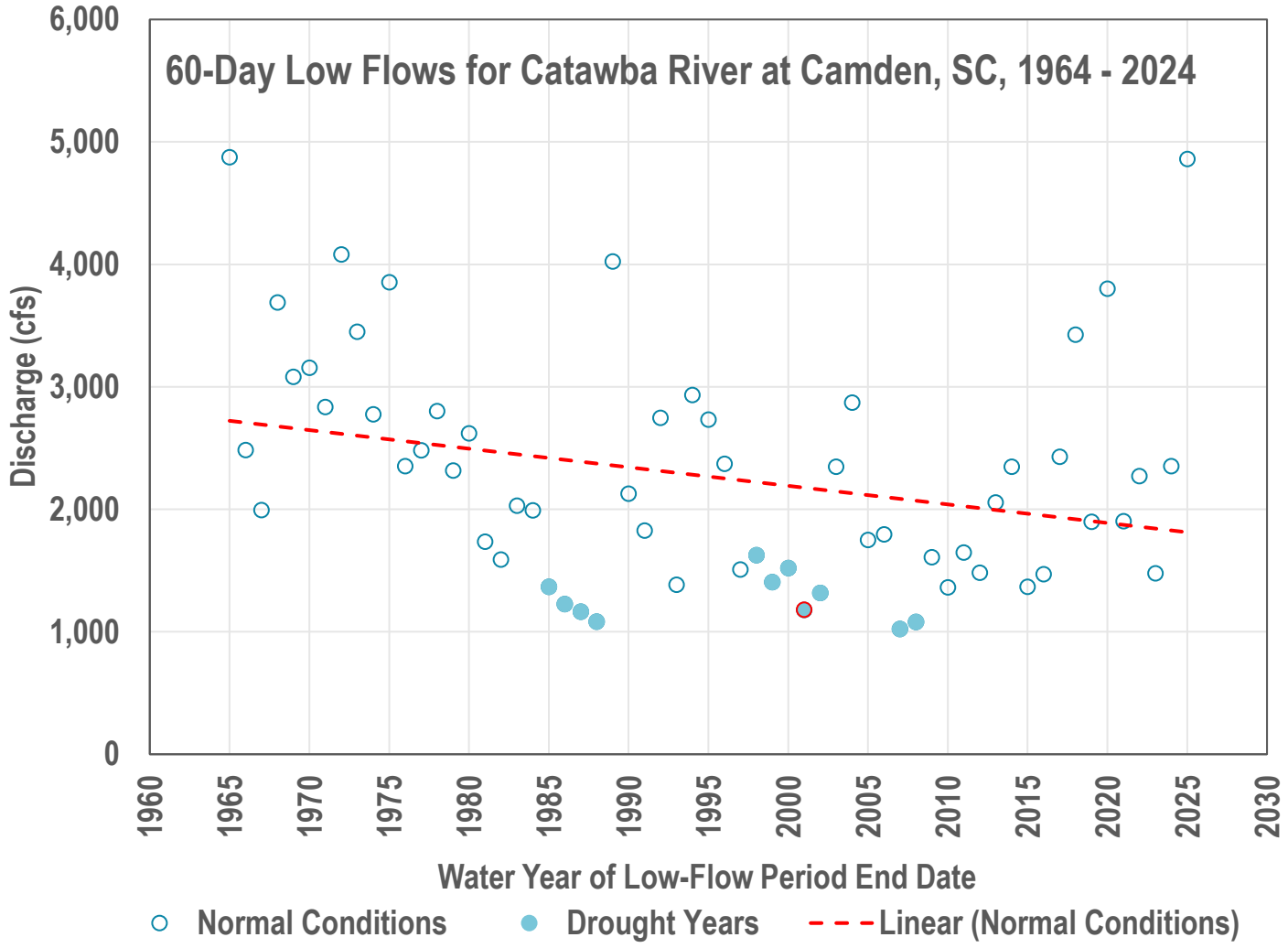
1.2 Project Co-Sponsors

In support of its mission, the CWWMG seeks to collaborate with co-sponsors to help fund its initiatives and projects, and enhance communication with all stakeholders interested and involved with the management of water resources in the Basin. The CWWMG was successful in securing outside funding support for the Master Plan to offset nearly two-thirds of the project cost as presented in Table 1-1 below.

May 2014 1-1

Charlotte Water's request: Engineering impacts

- **Trends suggest the availability of water in the basin may be declining.**
- Transferring yet more water from the basin would worsen pollutant concentrations.
- Why? If pollutant concentrations stay constant while water volume decreases, the remaining water necessarily has higher concentrations of pollutants.
- That will require more treatment measures, which are expensive.
- Under current policy, basin communities would have to fund those measures, not Charlotte.



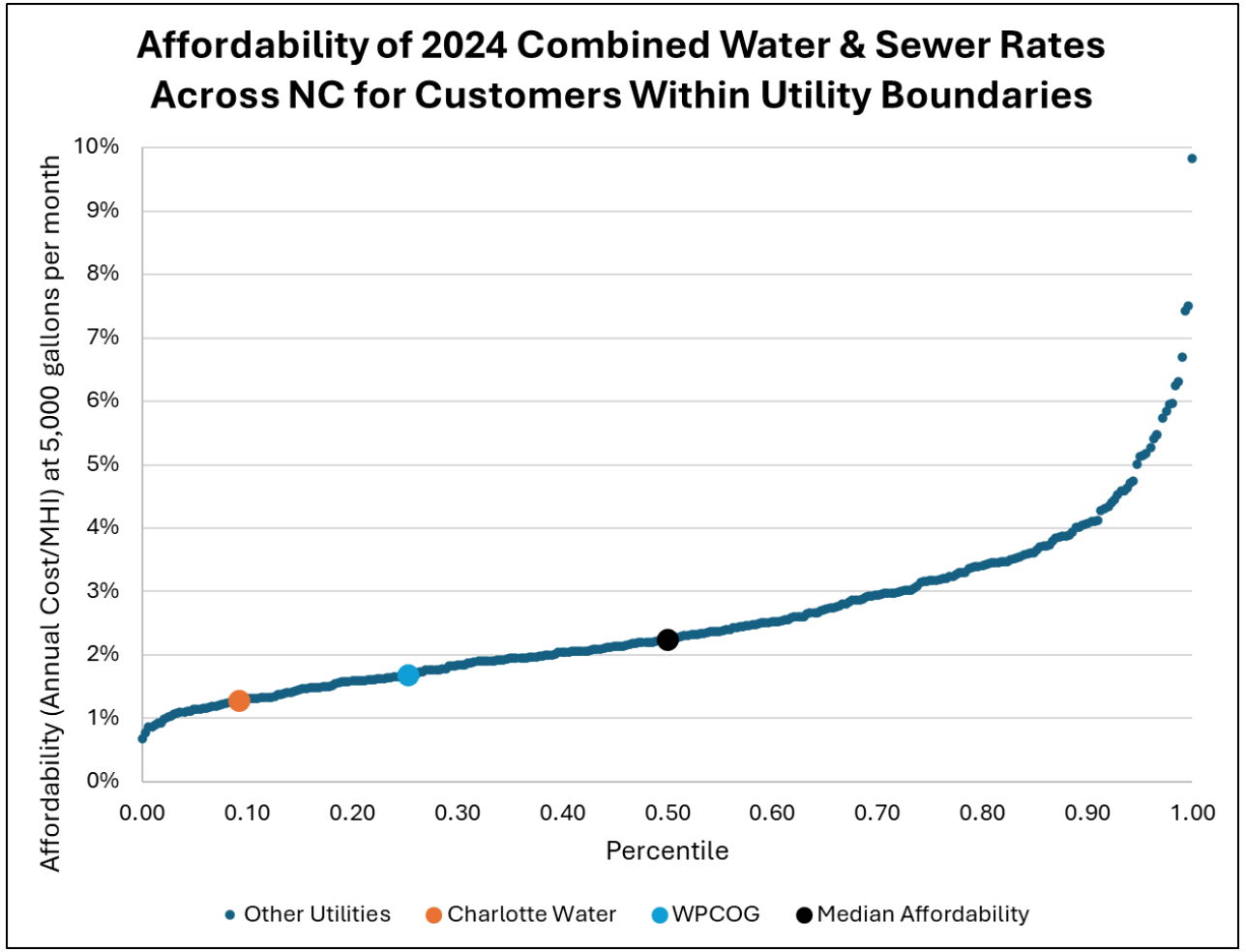
Charlotte Water's request: Financial impacts

- Water rates in Charlotte are more affordable as a % of median household income than 90% of other NC utilities. ***CLT customers pay less for the same amount of water. At the same time, CLT Water loses 19% of water treated annually.***

- Transferring water from the Catawba River basin subsidizes Charlotte customers because it means Charlotte Water can avoid infrastructure costs for new water facilities and repairs to existing infrastructure.

- Catawba River basin communities, meanwhile, will pay even higher rates because of the added mitigation costs on their systems.

- Bottom line: The interbasin transfer means *cheaper* water for Charlotte and *more expensive* water for Catawba River basin communities.



Charlotte Water's request: Legal impacts

- Charlotte secured its first IBT certificate in 2002.
- Now that Charlotte needs more water, it seeks to increase its transfer amount.
- What will happen when Charlotte needs yet more water in the coming decades?
- Approval of this second IBT will entrench the precedent that Charlotte will seek, and win, more and more water from the Catawba River basin for the rest of the century.

"Less economically advantaged areas. . .rarely have **sufficient political power** to prevent or alter plans to de-water their watersheds." – Univ. of Colorado

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Alternative options for Charlotte Water

- Right now, Charlotte proposes to take water from the Catawba, use it, then discharge it into the Rocky/Yadkin River basin.
  - **Maximum harm** to Catawba River basin communities
  - **Maximum benefit** to Charlotte

- Charlotte has other options to minimize harm to Catawba River basin communities, including:
  - Take water from the Yadkin River basin
  - Return water back to the Catawba River basin

- Both options require infrastructure investments from Charlotte, which Charlotte has historically declined to make.



Above: The Western Wake Regional Water Reclamation Facility, an infrastructure project constructed to maximize water efficiency and resources in the Triangle.

Cost of Charlotte's alternative options

- Charlotte evaluated the cost of both options in 2001 and again in 2020.
- Either of these options would mitigate the economic growth, engineering, and financial consequences of the IBT to Catawba River basin communities.
- Charlotte claims the **inflation-adjusted** cost of these alternatives increased between 10x and 50x from 2001 to 2020.
- **Charlotte Water has a $651M budget for FY26.[3]**
- **Charlotte Water plans $2.3 billion in projects over the next 5 years.**
- Avoiding an IBT only requires about a 12% increase in the CLT Water capital budget over the next 15 years to build the infrastructure to eliminate the IBT

Alternative[1,2]	2001 Cost Estimate (constant 2020 $)	2020 Cost Estimate (constant 2020 $)
Discharge Water to Catawba River Subbasin	**$16,046,000**	**$847,248,930**
New Raw Water Source from Yadkin River Basin	**$82,526,000**	**$827,759,421**

[1] Specifics of proposed IBT alternatives are expected to differ. For example, in 2001 Charlotte estimated costs to pump water to the McAlpine WWTP, while in 2020 Charlotte estimated costs to pump to the McDowell Creek WRF. Charlotte Water provided limited details, regarding both the basis for cost estimates and specifics of each alternative, in both 2001 and 2020.
[2] In 2020, Charlotte Water evaluated several other alternatives. These alternatives are not included as they were not evaluated in 2001 and are a similar cost to the 2020 alternatives analyzed.
[3]Source: WC - City of Charlotte BB FY26, page 212
[4]Source: Charlotte Water Website - FY26-30 Public Handout (Final).xlsx

Cost of Charlotte's alternative options

- Charlotte has not invested in alternative water source projects in the 21st century.
- Charlotte leaders backed a $0.01 sales tax increase for transit infrastructure.
- Charlotte received $141 million in federal pandemic funding that could be used for "necessary investments in **water, sewer,** or broadband infrastructure."
  - Charlotte said: "The city is not currently planning to use any Local Fiscal Recovery Funding on infrastructure projects."
- Bottom line: Charlotte **pays less** for water; **received** federal funds for water infrastructure (but didn't use them for that purpose); **supported a tax increase** for other non-water infrastructure. They have the means, just not the desire, to pursue alternatives for water.

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Catawba River Coalition

- At the request of local governments, the WPCOG is providing coordination of our region's discussions and response to the Charlotte IBT request.
- The EMC will hold a public hearing on the Environmental Impact Statement (EIS) sometime after the EIS is submitted (2026 or 2027).
- The coalition includes local governments from Alexander, Burke, Caldwell, Catawba, and McDowell Counties.

Coalition Key Points

- Our region's future growth could be limited because of these large IBTs.
- We are not opposed to Charlotte growing. We just do not want that growth to occur at our expense.
- The limited resources of the Catawba River should not be used to subsidize huge growth outside the river basin.
- Charlotte should implement policies and infrastructure improvements to avoid IBTs.
- IBTs could make the impacts of severe droughts worse for other communities along the Catawba River.

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6. **Legislative Study**
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H. 850, Interbasin Transfer Moratorium/Study

- July 2025: H. 850, Interbasin Transfer Moratorium/Study, enacted into law
- Imposes a two-year moratorium on new IBTs or IBT expansions exceeding 15 million gpd.
- Directs the North Carolina Collaboratory at UNC-Chapel Hill to study the issue and provide recommendations to NCGA upon convening in 2027.
- Collaboratory study is in the early stages.

Legislatively Required Study Topics

Collaboratory directed to:

1. Study the current statutory process for approval of surface water transfers.
2. Provide any recommendations for legislation revising that process that the Collaboratory finds is needed.

Study should include:

1. Adequacy of the Environmental Impact Statement requirements.
2. Economic impact to lower income and lower population communities.
3. Determine if the process reflects the impact of climate trends that impact water flows.
4. Incentives regarding land use, infrastructure, and drought polices to reduce future IBTs.

Our Priority Requests for the Study

- Our legislative advocacy includes, and we request these policy options be considered in, the study:

    1. A “shot clock” for large interbasin transfers, such that IBTs are temporary and time-limited.

    2. A drought mitigation fund for impacted communities to use if an IBT is approved within the relevant basin.

What coalition members can do

1. Respectfully engage your state legislators using the key points; WPCOG has additional points and data to support your advocacy.

2. Respectfully engage the Collaboratory to share your local perspective.

3. The next 50 years of growth in our region will be determined by this issue. Please use every opportunity to keep the issue **at the forefront of people's minds.**

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Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
January 26, 2026	Tax	Josh Angle

AGENDA ITEM # 3

Tax Liens On Real Property

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. 2025 LIEN ON TAXES MEMO 1-15-2026

MEMORANDUM

TO: Board of County Commissioners

THRU: Shane Fox, County Manager

FROM: Josh Angle, Tax Administrator

SUBJECT: Tax Liens on Real Property

DATE: January 15, 2026

In accordance with GS 105-369, we are reporting the number of accounts and dollar amounts of unpaid taxes that are liens on real property for 2025 only. Upon receipt of this report, the governing body must order the Tax Administrator to advertise the tax liens.

2025 Number of outstanding accounts: 7,315

2025 Dollar amount outstanding: $3,604,612.11

An alphabetical delinquent list is available in the County Tax Office.

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
January 26, 2026	Finance	Shane Fox

AGENDA ITEM # 4

Presentation of audit for fiscal year 2024-2025

BACKGROUND

Martin, Starnes and Associates has completed the county's audit for fiscal year 2024-2025 and will present it.

RECOMMENDED MOTION

Accept audit report

BUDGET IMPACT

None

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Caldwell County - Audit Presentation



Caldwell County

2025 Annual Comprehensive Financial Report

MARTIN STARNES & ASSOCIATES, CPAs, P.A.



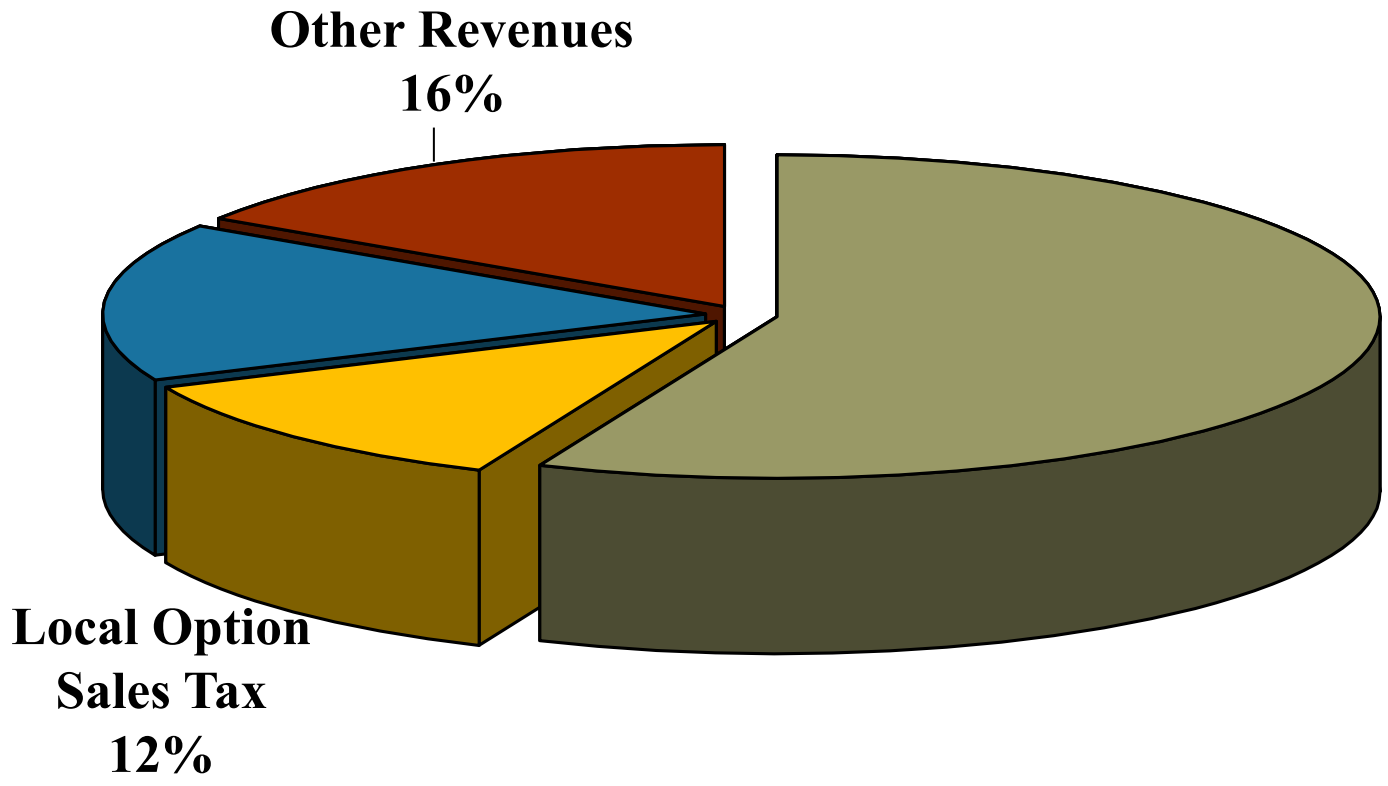
Audit Highlights

- Unmodified opinion
- Cooperative staff
- No findings

Budget vs. Actual
General Fund

	Budget	Actual	Variance
Revenues	$ 97,654,322	$ 98,577,480	$ 923,158
Expenditures	109,592,586	100,111,778	$ 9,480,808
Other Financing Sources	11,938,264	3,544,043	(8,394,221)
Net change in fund balance	$ -	$ 2,009,745	$ 2,009,745

Top 3 Revenues: General Fund



Other Revenues:

Other taxes and licenses

Unrestricted intergovernmental

Permits and fees

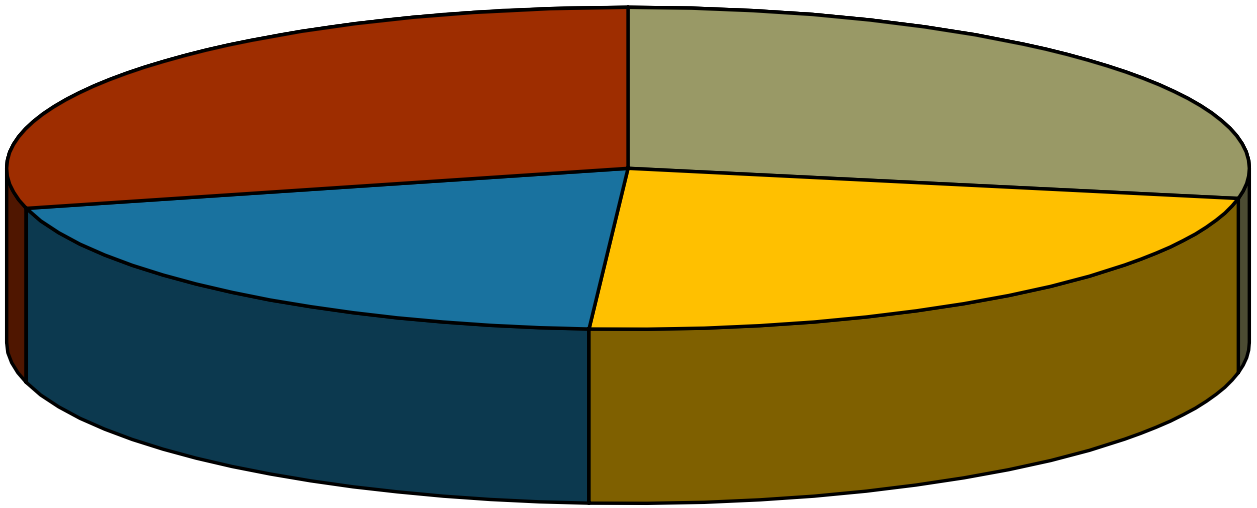
Sales and services

Investment earnings

Miscellaneous

Top 3 comprise $83,221,751 (84%) of revenues

Top 3 Expenditures: General Fund



Other Expenses:

General government

Environmental protection

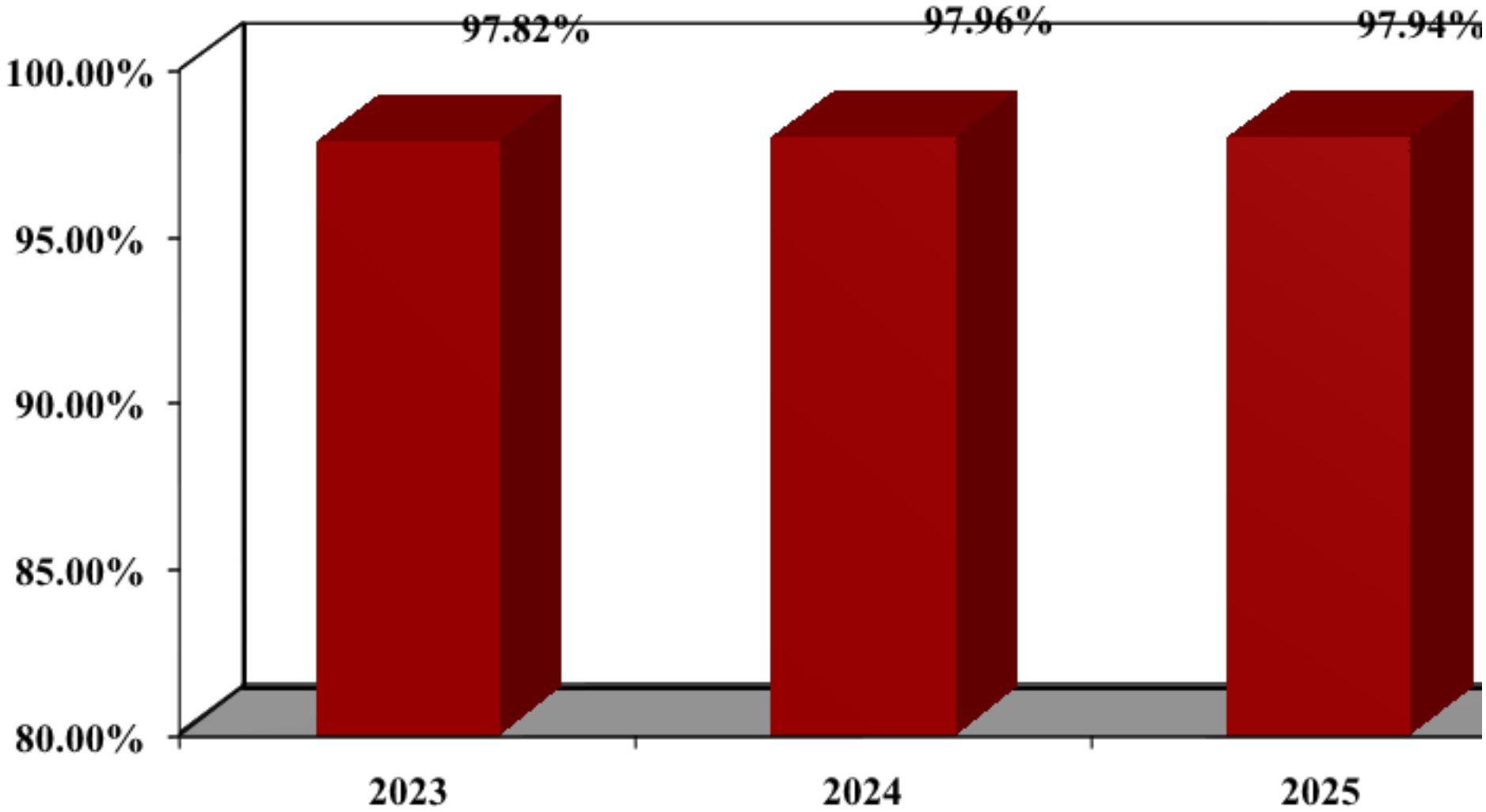
Economic and physical development

Cultural and recreational

Debt service

Top 3 comprise $ 72,196,765 (72%) of expenditures

Tax Collection Percentages



FUND BALANCE (GENERAL FUND)

	2024	2025	Change
Restricted	$ 8,479,141	$ 7,895,948	$ (583,193)
Non-Spendable	64,950	76,286	11,336
Assigned	6,224,032	3,613,343	(2,610,689)
Unassigned	10,897,707	16,089,998	5,192,291
Total fund balance	$ 25,665,830	$ 27,675,575	$ 2,009,745

AVAILABLE FUND BALANCE

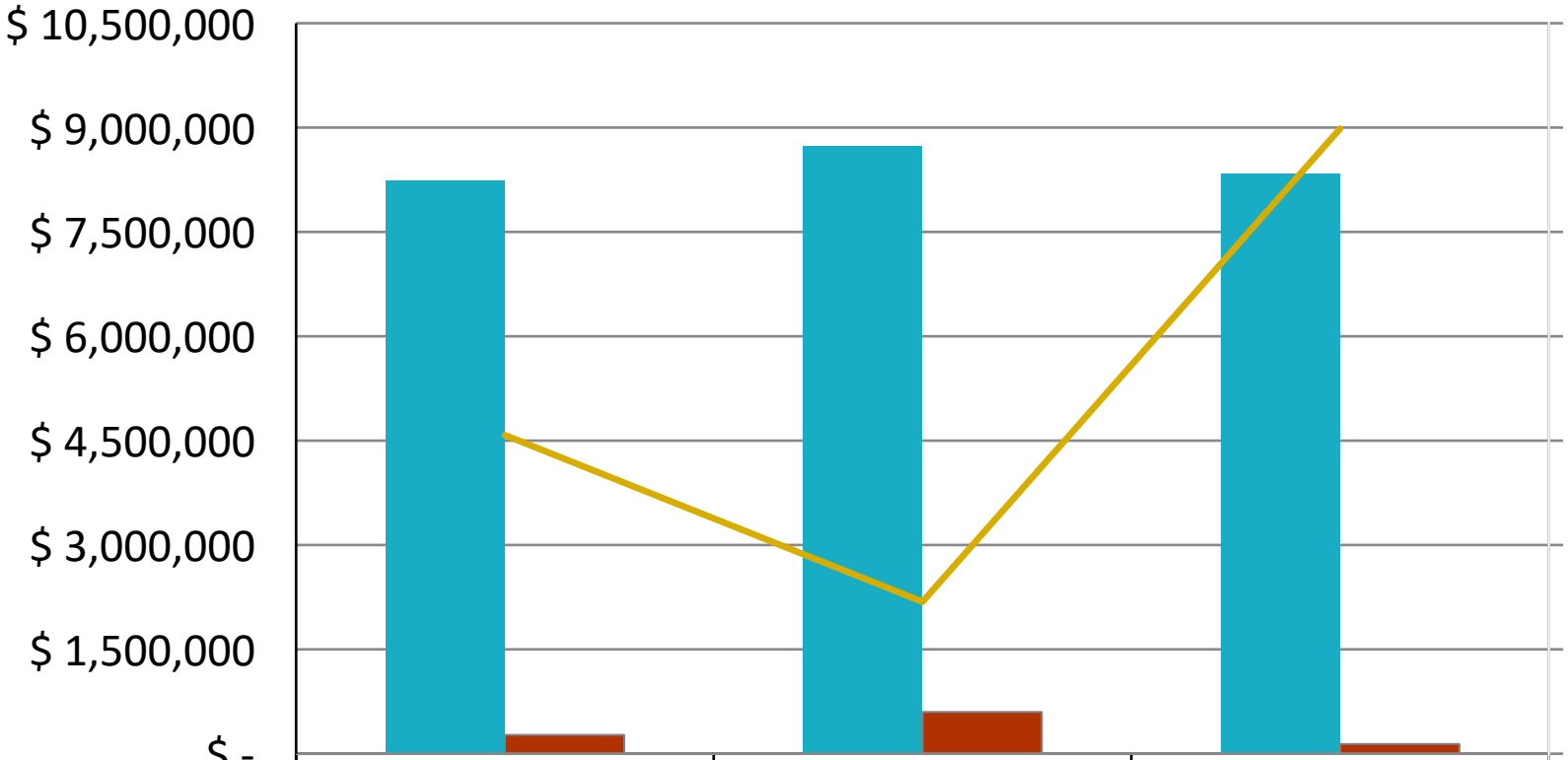
	2024	2025
Available Fund Balance	$ 18,210,151	$ 20,887,877
Total Expenditures + Transfers out - Debt proceeds	91,923,778	97,335,658
Available Fund Balance / Net Expenditures	19.8%	21.5%

WATER FUND OPERATIONS

Cash flows from operations	$	472,851
Water Fund revenues		4,962,315
Water Fund expenses		4,784,283
Operating income (loss)		178,032
Capital project expenses		2,171,378



Quick Ratio – Water



	2023	2024	2025
Current Assets	$ 8,243,726	$ 8,731,828	$ 8,344,217
Current Liabilities	$ 270,039	$ 599,602	$ 139,300
Quick Ratio	30.53	14.56	59.90

General Performance Indicators

- Timely audit submission
- Stable property tax valuation & collection %
- Water operating net income and cash to expense ratio
- Item of Note –W&S Capital Asset condition



Questions?

Cassie Wilson
828-327-2727
CWilson@msa.cpa
www.msa.cpa

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
January 26, 2026	Information Technology	

AGENDA ITEM # 5

Cybersecurity Grant #1

BACKGROUND

This allows the county to spend a grant it received for cybersecurity.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% grant funds

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision_0001
2. GRANT AGREEMENT_0001
3. QUOTE_0001

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The county has been awarded a grant from NC Department of Public Safety, State and Local Cybersecurity Grant Program (SLCGP) in the amount of $200,000. This is a reimbursement grant where the county makes the purchases and then gets reimbursed.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount
10.4160.330000.10211	Other Grants	I	$	200,000.00
Total				**200,000.00**

Line Item #	Title	I/D		Amount
10.4160.451000.10211	Equipment	I	$	200,000.00
Total				**200,000.00**

Attachments (Yes or No): Yes

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			12/15/25		

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NC Department of Public Safety
EMERGENCY MANAGEMENT

Roy Cooper, Governor

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

State and Local Cybersecurity Grant Program (SLCGP)

Fiscal Year 2023

AL#:97.137
Grant #: EMW-2023-CY-00066

Memorandum of Agreement (MOA)

between

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

SUBRECIPIENT
Caldwell County
905 West Avenue Northwest
Lenoir, NC 28645 Caldwell
Tax ID/EIN #:566001967
UEID #: HL4FGNJNGE97

MOA #: 23SLCGP603 **Award amount:** $200,000.00

Cost center: 102642-0-0-6023-19GH000601

Period of performance (POP): December 1, 2023 to February 28, 2027

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

   This MOA is to set forth terms by which RECIPIENT shall provide SLCGP funding to SUBRECIPIENT to fund projects related to meeting State and Local Cybersecurity Objectives as identified in the Department of Homeland Security Notice of Funding Opportunity (NOFO) for FY2023 SLCGP. See Attachment 1 for a detailed description of the approved scope of work for the approved project(s) for this grant. The scope of work is the approved Application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

2. **Program Authorization and Regulations**
   This MOA is authorized under the provisions of: (1) Section 2220A of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 665g), (2) *Infrastructure Investments and Jobs Appropriations Act* (Pub. L. No. 117-58), (3) FY 2023 SLCGP Notice of Funding Opportunity (NOFO), (4) applicable FEMA Grant Programs Directorate Information Bulletins (see https://www.fema.gov/grants/preparedness/about/informational-bulletins), and (5) *NC Emergency Management Act*, North Carolina General Statutes (N.C.G.S.) Chapter 166A.

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

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3. Funding

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

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2023 SLCGP NOFO, 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at https://www.dhs.gov/dhs-grants and https://www.fema.gov/grants/guidance-tools. Allowable costs are also subject to the approval of the State Administrative Agency (SAA) for the State of North Carolina, the Secretary of the Department of Public Safety.

4. Funding Eligibility Criteria

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

Local government entities are defined in N.C.G.S. 159-44 as: "*counties; cities, towns, and incorporated villages; consolidated city-counties, as defined by G.S. 160B-2(1); sanitary districts; mosquito control districts; hospital districts; merged school administrative units described in G.S. 115C-513; metropolitan sewerage districts; metropolitan water districts; metropolitan water and sewerage districts; county water and sewer districts; regional public transportation authorities; and special airport districts*." Community colleges are included in the definition of *local government entities* for purposes of FY23 SLCGP per N.C.G.S. 143-800(c)(1). Federally recognized tribes are also included as eligible local government pass-through entities per the FY23 SLCGP NOFO.

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

SUBRECIPIENT must:

A. Be established as a local government entity as defined above by appropriate resolution/ordinance.

B. Have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from http://www.sam.gov.

C. Ensure their organization is registered with the System for Award Management (SAM) and that their organization maintains an active SAM registration, i.e. renewed annually. Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at http://www.sam.gov. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct, and that an active SAM registration is properly maintained.

D. Complete any procurement(s) and expenditures no later than 02/28/27.

E. Submit RFR with all required documentation attached. RFRs will not be processed unless/until annual report submissions are current. See SUBRECIPIENT paragraph 9.G. below.

5. Compensation

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT's RFR is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. Final RFR must be submitted no later 03/31/27, unless period of performance (POP) is extended. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to RECIPIENT no later than 45 days after the MOA has been submitted for execution.

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This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, POP for this grant is 12/01/23 - 02/28/27. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after end of POP revert to RECIPIENT.

SUBRECIPIENT:

A. Understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.

B. Understands and agrees that funding shall be subject to the availability of appropriated funds, pursuant to N.C.G.S 143C-1-1. However, in the event of MOA termination due to lack of adequate appropriated funds, RECIPIENT will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

C. 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 35 below regarding compliance.

6. Conditions

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

A. SUBRECIPIENT must:

i. Complete any procurements, expenditures, and receipt of goods or services within the POP. This includes software subscriptions, which even if paid for during the POP must be pro-rated so that the subscription period reimbursed is only for the duration of the POP.
ii. No Match Requirement. SUBRECIPIENT is not required to provide matching funds in cash or in-kind for this award.
iii. SUBRECIPIENT must submit requests for reimbursement with all required documentation attached in *Salesforce*. Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 102642-0-0-6023-19GH000601 in the North Carolina Financial System (NCFS). See SUBRECIPIENT paragraph 9.E.

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. SUBRECIPIENT Procurement Policy

C. Annual Progress Reports. Provide annual progress reports to RECIPIENT in *Salesforce* using the Annual Progress Report form (Attachment 2) by: 07/31/25; 07/31/26; and, with final reimbursement request (RFR) submitted per SUBRECIPIENT paragraph 9.G. below.

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

D. Nationwide Cybersecurity Review (NCSR). SUBRECIPIENT is required to complete the NCSR, administered by the MS-ISAC, during the first year of this grant award POP and annually thereafter through the last year of this grant award POP.

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Three NCSRs are required as follows:

NCSR	Completion Period
2024	10/01/2024 - 02/28/2025
2025	10/01/2025 - 02/28/2026
2026	10/01/2026 - 02/28/2027

If SUBRECIPIENT closes their award prior to end of POP no further annual reports are required.

E. Required Services and Memberships.

Cyber Hygiene Services (CHS):

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

7. Supplantation

Subrecipients are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available cybersecurity activities. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

8. Scope of Work

SUBRECIPIENT shall implement the SLCGP project specified in Attachment 1 and as described in the approved project application, including the project objective SUBRECIPIENT selected in the application. That application is hereby incorporated by reference into this MOA.

Documentation to be provided throughout POP:

A. Annual reports, per paragraph 6.C. above.

B. Annual NCSR, per paragraph 6.D. above.

C. CHS compliance upon request of RECIPIENT, per paragraph 6.E. above.

D. SUBRECIPIENT-involved legal action that pertains to any goods or services purchased with grant funds.

E. Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to SUBRECIPIENT by RECIPIENT.

F. After-action report from exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).

G. Training course roster, description, and syllabus.

H. 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.

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ii. Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
iii. Date product received or service provided.
iv. Itemized description of all products or services.
v. Unit price of products or services (if applicable).
vi. Total amount of eligible expenditures.
vii. Copy of executed contract/subcontract agreement (if applicable).
viii. Proof of payment of expenses associated with the project.

I. Any other documentation requested by RECIPIENT.

9. Responsibilities

RECIPIENT:

A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.

B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with SLCGP requirements.

C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.

D. RECIPIENT has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.

E. RECIPIENT shall provide required annual progress report form (Attachment 2) and provide cost report forms required for reimbursement subsequent to execution of this MOA (See SUBRECIPIENT paragraph 9.G.).

SUBRECIPIENT:

A. This MOA must be signed and returned to RECIPIENT within 45 days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA.

B. SUBRECIPIENT shall expend FY 2023 SLCGP Grant Program funds in accordance with the FY2023 SLCGP NOFO, the grant application, and this MOA.

C. Procurement.

i. SUBRECIPIENT shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds and conform to applicable state and federal law and the standards identified in 2 CFR 200.317 – 200.327.
ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2023 SLCGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the 2024 FEMA Preparedness Grants Manual. SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.
iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

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iv. Mini-Brooks Act. Subrecipients that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the "Mini-Brooks Act", G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.
v. Conflicts of Interest. See paragraph M.iii. below.
vi. Complete all procurement by February 28, 2027.

D. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

SUBRECIPIENT shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), https://sam.gov/content/exclusions and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors, to verify that contractors or subrecipients have not been suspended or debarred from doing business with the federal government.

E. Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL)**.** OSBM maintains the SOFL. The SOFL is updated on a weekly basis. SUBRECIPIENT is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.

F. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(a).

G. Requests for Reimbursement (RFR). Submit RFR for items or services received in *Salesforce*. RECIPIENT will reimburse SUBRECIPIENT for eligible costs as outlined in the applicable DHS program guidelines and FY2023 SLCGP NOFO. SUBRECIPIENT must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from RECIPIENT. SUBRECIPIENT must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after SUBRECIPIENT payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by SUBRECIPIENT, and that the products and/or services have in fact been received by SUBRECIPIENT. RFRs must also include a cost report form (supplied by the RECIPIENT) and a summary of all expenditures included in the RFR completed by SUBRECIPIENT. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

Refer to RFR webinar for guidance on proper submission of RFRs for FY23 SLCGP. RFRs must be submitted in an unlocked PDF file that does not require a password or any special permissions to open. All documentation attached to RFR submitted in *Salesforce* must be unlocked and named in standard convention discussed in RFR webinar:

Year of Grant + MOA # + Grantee Agency + Type of Document + Date

Example: 23SLCGP145_North County_RFR #1_2024 05 17

H. Funds Management. SUBRECIPIENT agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within SUBRECIPIENT's central accounting and grant management system. SUBRECIPIENT 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. Subrecipient must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.

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ii. If eligible, SUBRECIPIENT 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.

I. Maintain Required Subrecipient File Documentation as specified in this MOA (Attachment 3). SUBRECIPIENT is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. SUBRECIPIENT must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each SLCGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government entity, or nonprofit organization.
ii. Award letter, MOA, and supporting attachments.
iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and proof(s) of payment.
iv. Audit findings and corrective action plans.

J. Property and Equipment. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:

i. Only allowable equipment listed in the Authorized Equipment List (AEL) for SLCGP are eligible for purchases from this grant. In addition, SUBRECIPIENT will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
ii. Property and equipment purchased with SLCGP funds shall be titled to SUBRECIPIENT, unless otherwise specified by NCEM, DHS and/or FEMA. SUBRECIPIENT shall be responsible for the custody and care of any property and equipment purchased with SLCGP funds furnished for use in connection with this MOA, and shall reimburse RECIPIENT for any loss or damage to said property until the property is disposed of in accordance with SLCGP Program requirements. RECIPIENT will not be held responsible for any property purchased under this MOA.
iii. SUBRECIPIENT must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.
iv. RECIPIENT and SUBRECIPIENT shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of $10,000 or more per unit. SUBRECIPIENT may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than $10,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to RECIPIENT. The grant summary, cost reports with backup documentation, certificate of title, and any other SUBRECIPIENT reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition, and identification number may be used to meet this requirement.
v. SUBRECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. SUBRECIPIENT shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
vi. SUBRECIPIENT or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
vii. Use. Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, SUBRECIPIENT must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and/or FEMA, will determine and direct how equipment will be redeployed.

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viii. Disposition Procedures. Unless otherwise directed by RECIPIENT, DHS and/or FEMA, SUBRECIPIENT may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify RECIPIENT via *Chatter* in *Salesforce* prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than $10,000 may be retained, transferred, or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of $10,000 may not be retained, transferred, or otherwise disposed of without prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value.

ix. Communications equipment. Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the Statewide Inoperability Coordinator (SIEC) to ensure interoperability and long-term compatibility. In order to align communications technologies with current statewide communications plans, systems, networks, strategies, and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in Attachment 4.

K. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise, or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.

L. Conflicts of Interest.

i. State Law. Per N.C.G.S. § 143C-6-23(b), SUBRECIPIENT is required to file with RECIPIENT a copy of SUBRECIPIENT's policy addressing conflicts of interest that may arise involving SUBRECIPIENT'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 SUBRECIPIENT's employees or members of its board or other governing body, from RECIPIENT's disbursing of grant funds, and shall include actions to be taken by SUBRECIPIENT or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before RECIPIENT may disburse any grant funds.**

ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the 2024 FEMA Preparedness Grants Manual, all subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a subrecipient employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

iii. Federal Law – Procurement. Per 2 CFR 200.318 and the 2024 FEMA Preparedness Grants Manual, all subrecipients that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the subrecipient. All subrecipients must disclose in writing to NCEM, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, subrecipients must

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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.

M. Environmental Planning and Historic Preservation (EHP) Compliance. Subrecipients shall **not** propose projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. Projects requiring EHP reviews are **not** permitted under the federal statute authorizing SLCGP.

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

O. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the FY 2023 SLCGP NOFO and Subaward Notification.

P. DHS Standard Terms and Conditions
SUBRECIPIENT must comply with all applicable provisions of the FY23 DHS Standard Terms and Conditions (Attachment 5). This applies to all new federal financial assistance awards funded in FY23. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links.

Q. Closeout Reporting Requirements. In accordance with 2 CFR 200.344, SUBRECIPIENT must submit to RECIPIENT, no later than 90 calendar days after the end date of the POP, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and FY23 DHS Standard Terms and Conditions (Attachment 5), incorporated by reference herein, for the performance of the activities. This closeout documentation must be submitted in *Salesforce*.

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. Any other closeout documentation requested by RECIPIENT.
v. SUBRECIPIENT agrees that all program activity results information reported shall be subject to review and authentication and SUBRECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by RECIPIENT, as RECIPIENT executes any audit internal audit responsibilities.
vi. Once the complete final performance and financial status report package has been received and evaluated by RECIPIENT, SUBRECIPIENT will receive official notification of MOA close-out from RECIPIENT.
vii. The notification will inform SUBRECIPIENT that RECIPIENT is officially closing the MOA and retaining all MOA files and related material for a period of three (3) years or until all audit exceptions have been resolved, whichever is longer.

10. Taxes

SUBRECIPIENT shall be considered to be an independent subrecipient and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by SUBRECIPIENT under this grant. If eligible, SUBRECIPIENT 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.

11. Warranty

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

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

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

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental subrecipients (including non-profit organizations) to meet these requirements: https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance.

13. Audit Requirements

For all federal grant programs, SUBRECIPIENT is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

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

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

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

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

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

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

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

14. Construction, Renovation, and Infrastructure Projects

Projects requiring EHP reviews are **not** permitted under the federal statute authorizing SLCGP. This includes all construction, renovation and infrastructure projects. SLCGP funding **cannot** be used for any construction, renovation

or infrastructure projects. If a project involves hammering a nail in a wall, inserting a screw in a hole, or disturbing even a teaspoon full of dirt in the ground, it cannot be approved for SLCGP funding.

15. **Subrecipient Monitoring**
    See Attachment 6 for subrecipient monitoring.

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

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

    A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.

    B. Is or becomes part of the public domain, through no fault of the receiving party.

    C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

    D. Is independently developed at the receiving party by someone not privy to the confidential information.

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

    Information maintained by RECIPIENT 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.

18. **Contracting/Subcontracting**
    If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold NCEM harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. **If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to NCEM along with the RFR in accordance with SUBRECIPIENT responsibilities in paragraph 9.G. above.** A contractual arrangement shall in no way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2023 SLCGP NOFO referenced herein.

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

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

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

Definitions

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

A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

C. Telecommunications or video surveillance services provided by such entities or using such equipment; or

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.***FEMA Policy #405-143-1***Guidance is available in FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

21. 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.

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

22. Acknowledgement of Federal Funding from DHS

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

23. Lobbying Prohibition

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

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or

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cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

A. Age Discrimination Act of 1975
Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

B. Americans with Disabilities Act of 1990
Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

C. Civil Rights Act of 1964 - Title VI
Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Subrecipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

D. Civil Rights Act of 1968
Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

E. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

F. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

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Recipients and subrecipients that are State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074 which addresses the transfer or purchase of certain military equipment by law enforcement. Recipients and subrecipients that are State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

G. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

H. Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

I. Rehabilitation Act of 1973
Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance

J. Whistleblower Protection Act
Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

25. Assurance of Compliance with Privacy Act
Subrecipient agrees:

A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Subrecipient, its third-party subrecipients, contractors, or their employees to accomplish a DHS function.

B. To notify DHS when the Subrecipient or any of its third-party contractors, subcontractors, subrecipients, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.

C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or subrecipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and

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

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

27. Certification Regarding Drug-Free Workplace Requirements (Subrecipients Other Than Individuals)
Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

28. Term of this Agreement
Regardless of actual execution date, this MOA shall be in effect from the start of the POP on December 1, 2023, to the end of the POP.

29. Statement of Assurances
SUBRECIPIENT must complete Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs as applicable. SUBRECIPIENT must complete the appropriate form(s) and submit to NCEM Grants Management Branch in *Salesforce* upon execution of this MOA. SUBRECIPIENT must still complete the form even if certain assurances in the form may not directly apply to SUBRECIPIENT's specific program to ensure that all possible situations are covered.

30. 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.

31. 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.

32. 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.

33. Modification
This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

34. Termination
The terms and conditions of this MOA, as modified with the consent of all parties, will remain in effect until February 28, 2027. Either party upon thirty days advance written notice to the other party may terminate this MOA. Upon approval by DHS, FEMA, and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable DHS, Grant Adjustment Notice, incorporated by reference herein. If DHS suspends or terminates funding in accordance with 2 CFR 200.340 and the 2023 SLCGP NOFO, incorporated by reference herein, SUBRECIPIENT shall reimburse NCEM for said property and/or expenses.

35. Compliance
SUBRECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications, and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2023 SLCGP NOFO referenced in paragraph 2 above. SUBRECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and

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conditions of this MOA, including (but not limited to) additional monitoring. See Attachment 6 for subrecipient monitoring.

36. Execution and effective date

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

This MOA shall be in effect from start of POP on 12/1/2023 through end of POP. Failure to provide applicable cost reports, proofs 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.

37. Attachments

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

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- Attachment 1 Scope of Work / Approved Application in Salesforce: App-0000603
- Attachment 2 Annual Progress Report Form – to be provided in Salesforce or under separate cover
- Attachment 3 Required Subrecipient File Documentation - to be provided in Salesforce or under separate cover
- Attachment 4 NCEM Communications Branch Memo - to be provided in Salesforce or under separate cover
- Attachment 5 FY23 DHS Standard Terms and Conditions - click hyperlink to access document
- Attachment 6 Subrecipient Monitoring - to be provided in Salesforce or under separate cover

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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, RECIPENT AND SUBRECIPIENT 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 RECIPIENT:

By: DocuSigned by: William Ray BD9D1C9856624CB... **Date:** 11/26/2024 | 09:14:45 EST

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

For SUBRECIPIENT:

By: Signed by: Tony Helton 2CACF9278288438... **Date:** 11/26/2024 | 09:25:21 EST

By: _____ **Date:** _____

By: _____ **Date:** _____

Approved as to Form:

By: DocuSigned by: William Polk 89E06A3C9472449... **Date:** 11/25/2024 | 23:44:23 EST

William Polk, Deputy General Counsel Reviewed for the North Carolina Department of Public Safety to fulfill the purposes of the DHS Homeland Security Grant Program

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Attachment 1

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View results

202:06
Time to complete

Organization Information

1. Legal Name of Entity: *

Caldwell County

2. Street Address: *

905 West Ave NW

3. City: *

Lenoir

4. ZIP Code: *

28645

The value must be a number

5. County: *

Caldwell

6. Employer Identification Number (EIN) *

56-6001967

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7. Unique Entity ID (UEID): *

HL4FGNJNGE97

8. Organization Type: *

- ( ) State Agency
- (•) Local Government *(refer to guidance doc for definition)*
- ( ) Tribe
- ( ) Community College *(refer to guidance doc for definition)*
- ( ) Local School Administrative Unit *(refer to guidance doc for definition)*

9. Rural Community: *

See guidance document for definition

- ( ) Yes
- (•) No

10. County Distress Tier: *

See Guidance Document

- ( ) Tier 1
- (•) Tier 2
- ( ) Tier 3

Point of Contact

11. Name: *

Brandon Price

12. Job Title: *

Deputy Director of Information Technology

Docusign Envelope ID: 36F7E9DD-3445-40E5-A800-EF9DD4ED59AF

13. Email: *

bprice@caldwellcountync.org

14. Phone Number: *

Please enter in format XXX-XXX-XXXX

828-757-1330

Project Manager

15. Name: *

Brandon Price

16. Job Title: *

Deputy Director of Information Technology

17. Email: *

bprice@caldwellcountync.org

18. Phone Number: *

Please enter in format XXX-XXX-XXXX

828-757-1330

Financial Officer

19. Name: *

Tony Helton

20. Job Title: *

Chief Financial Officer

Docusign Envelope ID: 36F7E9DD-3445-40E5-A800-EF9DD4ED59AF

21. Email: *

thelton@caldwellcountync.org

22. Phone Number: *

Please enter in format XXX-XXX-XXXX

828-757-1302

Project Information

23. Short Title: *

Cybersecurity and Infrastructure Modernization

24. Purpose: *

The purpose of this project is to eliminate end-of-life servers and related infrastructure. These upgrades will help ensure that citizen and employee data stored on Caldwell County servers and systems are protected by current encryption methods as well as hardware and software with future security updates.

25. Project Objective *

Select One

- ○ Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.
- ◉ Implement security protections commensurate with risk.
- ○ Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility

CISA Cybersecurity Plans Elements

Indicate at least ONE of the CISA Cybersecurity Plans Elements below that are applicable to your project, ***you may also select any others that apply to your project****.*

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26. Required Elements Addressed: *

- [x] Manage, monitor, and track information systems, applications, and user accounts.
- [x] Monitor, audit, and track network traffic and activity.
- [x] Enhance the preparation, response, and resilience of information systems, applications, and user accounts.
- [x] Implement a process of continuous cybersecurity vulnerability aassessments and threat mitigation practices prioritized by risk.
- [x] Adopt and use best practices and methodologies to enhance cybersecurity.
- [ ] Transition to a dot-gov internet domain.
- [ ] Ensure continuity of operations including by conducting exercises.
- [ ] Identify and mitigate any gaps in the cybersecurity workforces, enhance recruitment and retention errors, and bolster the knowledge, skills, and abilities of personnel (reference to NICE Workforce Framework for Cybersecurity).
- [ ] Ensure continuity of communications and data networks in the event of an incident involving communications or data networks.
- [x] Assess and mitigate, to the greatest degree possible, cybersecurity risks and cybersecurity threats.
- [x] Enhance capabilities to share cyber threat indicators and related information between the eligible entity and the Department.
- [ ] Leverage cybersecurity services offered by the Department Implement an information technology and operational technology modernization cybersecurity review process.
- [ ] Develop and coordinate strategies to address cybersecurity risks and cybersecurity threats.
- [ ] Ensure rural communities have adequate access to, and participation in, plan activities.
- [ ] Distribute funds, items, services, capabilities, or activities.

Project and Budget Narrative

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27. Project Narrative *

Caldwell County provides many services and support to a population of just over 80,000. Our organization employs over 700 staff across all departments with nearly 1000 various devices on our networks. The services provided by our Tax department and Register of Deeds are running on out-of-date hardware and on end-of-life operating systems. The Tax department is the primary source of revenue for the county while the Register of Deeds provides a proper and safe repository of deeds and other documents that impact property and personal status for citizens of Caldwell County. Yet, due to the aging infrastructure these departments rely on, they are left vulnerable and potentially open to infiltration. In addition to the servers that support Tax and Register of Deeds, the domain controllers, file servers, backup systems, and the SQL servers in the same environment are also beyond or near their end-of-life. Lastly, there are currently five network domains supported by Caldwell County IT staff. These domains are over 20-years ago and do not follow network or Windows domain best practices and the segmentation creates security obstacles due to the need for domain trusts and network inter-connectivity.

Caldwell County is applying for SLCGP funding to replace end-of-life infrastructure to ensure modern and effective data security methods and protocols can be implemented. These improvements also follow the recommendations received after completing a network security assessment provided by the NC National Guard Cybersecurity Response Force. Grant funds will be used to purchase a Lenovo hyper-converged environment consisting of four physical nodes that is supported by VMWare as well as the required Windows server licenses needed to support the needed upgrades. Lenovo offers five years of direct support for all physical servers and five years of support for VMWare. This new hyper-converged environment will also facilitate planned security upgrades such as 802.1X authentication via a RADIUS server, TLS implementation for SQL server and clients, proper control of file server access via Active Directory Security Groups and configured Group Policy, and the unification of network domains throughout the county. Finally, the new environment will allow for the implementation of Wazuh to facilitate extended detection and response and security information and event management for devices connected to our network.

The new Lenovo hyper-converged environment will build upon many of the cybersecurity protocols we have implemented over the last 18 months. Multi-factor authentication is utilized by every county employee to access email and nearly all workstations. Cybersecurity awareness training is provided for all Caldwell County staff through KnowBe4, and additional training and information is provided through an IT newsletter that is shared monthly. We have upgraded our 911 and emergency response systems with a similar Lenovo hyper-converged environment. Active Directory services have been reorganized and simplified based on best practices and, when not limited by incompatibility restrictions due to EOL or related issues, CISA recommended Group Policy Objects have been applied to improve security and stability. Acronis next-gen anti-virus, Huntress endpoint detection and response, and Auvik security incident and event management have all been implemented.

The scope of this project is large. To implement all aspects of the project properly, additional equipment and installation support will be needed. In addition to the Lenovo Hyper-converged environment, improvements in network infrastructure are required. A network switch capable of handling the 10-gigbit fiber needs of the Lenovo nodes and data throughput and access from network attached devices has been included in the quoted project. The total cost of the project is estimated at $303,000. Caldwell County is asking for $200,000 of grant support with the remainder coming from county funds.

28. Investment Strategy *

In June 2023 Caldwell County completed network security assessment provided by the NC National Guard Cybersecurity Response Force. While passing marks were given for the implementation of multi-factor authentication and our cybersecurity awareness training, there were significant issues related to our aging infrastructure. With the bulk of our servers running Windows Server 2003, 2008, or 2012, our infrastructure was deemed to be a critical area of concern. Currently all versions of Windows Server 2003 and 2008 are deprecated and no longer receive security updates or patches. Windows Server 2012 originally reached end-of-life in October 2018 with official support ending in October 2023. In addition, the hardware these servers utilize no longer qualifies for support contracts or firmware updates via Dell or related 3rd party vendors. These obsolete servers contain private personal data, private property details, financial information, and personal property Tax details of the employed staff and citizens of Caldwell County. Due to the age of the physical hardware, operating systems, and database software running on the machines they are a growing threat to network security and stability.

29. Collaboration

The motivation for our project originated from the results of the network security assessment we completed in June 2023. The critical issues addressed in the network security assessment not only opened our eyes to the urgency of our situation, but also to the programs available to assist us as we move toward a more secure network. The NC National Guard Cybersecurity Response Force provided a detailed assessment and direct support during their visit. The NC National Guard Cybersecurity Response Force provides opportunities for follow-on scans after the completion of an initial scan. We have already scheduled a scan to take place in November 2024. In addition to the NC National Guard Cybersecurity Response Force, we have contracted with a local 3rd-party, Business Data Solutions, to provide 24/7 monitoring of our systems. Also, we have already begun a Nationwide Cybersecurity Review for 2024 and have enrolled with CISA and have begun Cyber Hygiene scans.

Partnering with these organizations will allow us to ensure our network and systems are up-to-date, secure, and protected from intrusion. Maintaining these partnerships will also provide evidence of growth and track improvements as we implement our hyper-converged environment and make other improvements outside the scope of this grant request. Most importantly, these relationships will provide contacts and resources in the event of a breach, and it will provide needed data that could assist in incident response and forensics. Finally, the relationships, lessons learned, and experience gained can be shared within our county municipalities and surrounding county governments to improve local cyber hygiene and incident response.

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30. Budget Narrative *

The estimated budget for the planned project is $303,000. Caldwell County is asking for $200,000 of grant support with the remainder coming from county funds. The full project equipment and support plans includes the following:
4 - server nodes (24-Core Xeon, 256GB RAM, 10gigabit ethernet ea. (65TB SAN))
20 - Windows Server 2022 Licenses
1 – Windows SQL
VMWare vSphere 8 License
Lenovo Installation Services
5-Years of Lenovo 24/7 Support Services
1 - Aruba 6400 Series Switch
8 - Aruba 6400 Series PoE-Gigabit 24-port Modules
3rd-Party vendor installation materials and support
The requested grant funds will be applied to the cost Lenovo Hyper-Converged environment with the county funds covering the remainder of the costs and any non-grant supported expenses. The supporting county funds ensure that the project addresses the issues found during the network security assessment provided by the NC National Guard Cybersecurity Response Force. Our project is not a band-aid, and by supporting the grant funds with additional county capital we can ensure current and future needs are met. The support services included with the Lenovo hardware will provide reassurance and sustainability for the project.

Milestone timeline for individual activities

Refer to https://www.ncdps.gov/2023-slcgp-grant-application-guidance

31. 2024 *

Upon Grant Approval: Purchase Project Equipment/Materials
Plan implementation with vendors and support services

32. 2025

Q1: Complete installation of new environment

33. 2026

34. 2027

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35. Impact / Outcomes *

Our project plan of replacing the obsolete servers with a modern hyper-converged virtualized environment will immediately address the critical failures found during the network security assessment provided by the NC National Guard Cybersecurity Response Force. The new environment will also facilitate the implementation of modern data encryption and security by leveraging the latest technology and tools provided by Lenovo and Microsoft. The project will also provide a platform that can support the migration of our Veeam backup server. Our Veeam license will allow us to take advantage of the larger storage SAN on the new environment and allow us extended backups. Also, the Lenovo hyper-converged environment provides the technological improvements needed to hybridize our backups and store clean, encrypted back-ups off-site.
The project will also facilitate improved monitoring and support from our 3rd-party vendor, Business Data Solutions as their modern tools require newer operating systems. Also, we will be able to implement our own extended detection and response (XDR) as well as our security information and event management (SIEM) through Wazuh. The new environment will provide the resources and infrastructure upgrades needed to properly implement current threat detection and response tools. The implementation of XDR and SIEM will necessitate a new network monitoring and management policy for IT staff requiring constant and consistent engagement.
Success will be measured by consistent cyber hygiene scans via CISA, our 3rd-party vendor, and internal systems. Also, scheduling yearly network security assessments by the NC National Guard Cybersecurity Response Force will also demonstrate adherence to cybersecurity best practices and regulations. Ultimately, Caldwell County's project will ensure that the critical issues addressed in network security assessments are mitigated, but also provide a platform and environment that will receive security support on the physical hardware for the next 5 years and operating system security updates until 2031.

PROJECT BUDGET
Planning / Organization / Exercise / Training / Equipment Costs (POETE)

See https://www.fema.gov/sites/default/files/2020-04/CPG201Final20180525.pdf, pages 30-44, for more info about Expenditure Areas (THIRA & SPR 3rd Ed)

36. Planning Expenditure

37. Planning Expenditure Total $

The value must be a number

38. Organization Expenditure

39. Organization Expenditure Total $

The value must be a number

40. Exercises Expenditure

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41. Exercises Expenditure Total $

The value must be a number

42. Training Expenditure

43. Training Expenditure Total $

The value must be a number

Equipment Costs

See guidance document

44. Quantity

4

The value must be a number

45. AEL Number

04HW-01-INHW

46. Equipment Description

Servers

47. Quantity

20

The value must be a number

48. AEL Number

04HW-01-INHW

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49. Equipment Description

Windows Server 2022 Licenses

50. Quantity

1

The value must be a number

51. AEL Number

04HW-03-NETD

52. Equipment Description

Aruba Network Switch

53. Planning Expenditure Description

54. Planning Expenditure Total Cost

Total entered as amount in USD $

The value must be a number

55. Organization Expenditure Description

56. Organization Expenditure Total Cost

Total entered as amount in USD $

The value must be a number

57. Equipment Expenditure Description

4 server nodes, 20 Windows Server Licenses, Aruba Network Switch

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58. Equipment Expenditure Total Cost

Total entered as amount in USD $

200000

The value must be a number

59. Training Expenditure Description

60. Training Expenditure Total Cost

Total entered as amount in USD $

The value must be a number

61. Exercises Expenditure Description

62. Exercises Expenditure Total Cost

Total entered as amount in USD $

The value must be a number

63. Total Combined Cost *

200000

The value must be a number

Your Organization's Current Cyber Posture

64. Does your organization have a written security policy that employees must consent to annually? *

- (●) Yes
- ( ) No

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65. Do all employees receive annual cybersecurity awareness training? *

- (●) Yes
- ( ) No

66. Does your organization have antivirus software on all workstations? *

- (●) Yes
- ( ) No

67. If you have antivirus software on all workstations, please list your AV solutions:

Acronis Cyber Protect

68. Does your organization have antivirus software on all servers? *

- (●) Yes
- ( ) No

69. If you have antivirus software on all servers, please list your AV solutions:

Acronis Cyber Protect

70. Does your organization have a firewall? *

- (●) Yes
- ( ) No

71. If so, please list your firewall solution(s).

WatchGuard Firebox

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72. Does your organization utilize a centralized patch management solution? *

- ( ) Yes
- (•) No

73. Is your organization's data regularly backed up via a non-domain joined solution (external media, cloud solution, etc) *

- (•) Yes
- ( ) No

74. Is your organization using intrusion detection/prevention solutions to stop external attacks? *

- (•) Yes
- ( ) No

75. If so, please list the solution(s) being used.

Auvik and Huntress

76. Are user accounts and permissions actively monitored and routinely audited? *

- (•) Yes
- ( ) No

77. Is your organization using any centralized logging solution? *

- (•) Yes
- ( ) No

78. If so, please list the solution(s) being used.

Auvik

79. Does your organization require multi-factor authentication for e-mail account access? *

- (•) Yes
- ( ) No

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80. Does your organization require multi-factor authentication for Domain admin accounts (or other privileged accounts)? *

- (●) Yes
- ( ) No

81. Does your organization require multi-factor authentication for VPN access? *

- (●) Yes
- ( ) No

Additional Information

If you would like to submit additional information (such as a more lengthy response to free text questions, or a more detailed listing of anything) or have questions concerning this application, please email SLCGP@NCDPS.gov for further instructions.

ATTESTATIONS

Acknowledge the following statements (check all eight, or application will be considered incomplete):

82. I certify the following answers are all true and correct to the best of my knowledge: *

- [x] This application includes complete and accurate information.
- [x] Any project having the potential to impact the environment, historic or cultural resources must submit an Environmental Planning & Historic Preservation (EHP) form.
- [x] Projects with funds allocated for Emergency Communications must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the NC State Interoperability Executive Committee (SIEC) to ensure interoperability and long-term compatibility.
- [x] Receiving SLCGP funding requires annual Nationwide Cybersecurity Review (no cost) and signing-up for required cyber hygiene services as specified in the SLCGP NOFO .
- [x] Projects with funds allocated for equipment are required to check all equipment purchases against the FEMA Authorized Equipment List.
- [x] Submission of the project proposal does not guarantee funding.
- [x] Entities must be able to sustain capabilities once SLCGP funds are no longer available.
- [x] Any person who knowingly makes a false claim or statement in connection with this application may be subject to civil or criminal penalties under 18 U.S.C. section 287, 18 U.S.C. section 1001, 31 U.S.C. section 3729 and N.C.G.S sections 1-605 through 618 (North Carolina False Claims Act)

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Attachment 2

Annual Report for this FY23 SLCGP award will be completed in the Salesforce Award Record

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Attachment 3

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Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each Homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

- Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
- Completed appropriate cost report forms with invoices and proof(s) of payment
- Audit Findings and Corrective Action Plans
- Equipment Inventory records with photo documentation of labeling

Non-Federal entities are required to maintain and retain the following:

- Backup documentation, such as bids and quotes.
- Cost/price analyses on file for review by Federal personnel, if applicable.
- Other documents required by Federal regulations applicable at the time a grant is awarded to a recipient.

FEMA requires that non-Federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Non-Federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks for verification.
Non-Federal entities who fail to fully document all purchases will find their expenditures questioned and subsequently disallowed.

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Attachment 4

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NC Department of Public Safety
EMERGENCY MANAGEMENT

Roy Cooper, Governor

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

MEMORANDUM

TO: Derek Dorazio

FROM: Greg Hauser

DATE: August 1, 2024

SUBJECT: Requirements for Grant Funded Communications Equipment

To align communications technologies with current statewide communications plans, systems, networks, strategies and emerging technologies, the North Carolina State Interoperability Executive Committee (SIEC) requires that purchases made with U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) federal financial assistance meet requirements. These sources of funding include the Emergency Management Performance Grant (EMPG), Emergency Management Performance Supplemental Grant (EMPG-S), Emergency Management Performance American Rescue Plan Act Grant (EMPG-ARPA) and the Homeland Security Grant (HSGP). The below requirements must also be met for those purchases made with NCEM Capacity Building Competitive Grant (CBCG) and State and Local Cybersecurity Grant Program (SLCGP) funds. Included are the equipment identifiers as listed on the FEMA Authorized Equipment List (AEL) that are allowable, where applicable.

700/800 MHz Radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Radio purchases can be classified into three parts: portable (handheld), mobile (vehicular/desktop) or console/consolette (software/infrastructure). These radios must appear on the current VIPER Approved Radio List, and have the following capabilities, i.e., the feature must be purchased and present in the radio:

- Capable of operating on a P25 radio system/network
- Capable of operating in a P25 Phase II (TDMA) environment
- Capable of passing and receiving AES/256-bit encryption
- Capable of utilizing more than one encryption key

Further information is available at:
https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment

All radios purchased using the above noted grant sources shall have the VIPER statewide required template in them. This template was approved by the SIEC on June 6th, 2021.

1636 Gold Star Drive Raleigh, NC 27607 | 4236 Mail Service Center Raleigh, NC 27699-4236
Phone: 919-825-2500 Fax: 919-825-2685 | www.ncdps.gov www.readync.gov
An Equal Opportunity Employer

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If a grant recipient chooses to operate in an encrypted environment, all radios purchased using the above noted grant sources shall follow the SIEC Interoperable Radio Encryption Standard Operating Guideline approved on May 28th, 2020.

Non 700/800 MHz radio purchases (06CP-01-BASE, 06CP-01-MOBL, 06CP-01-PORT)

Non 700/800 MHz radios (UHF/VHF) are allowable provided they are included on the below list of grant eligible equipment.
https://www.dhs.gov/science-and-technology/approved-grant-eligible-equipment

If a radio purchase is requested for other, non-P25 networks the following are **NOT** eligible:

- Wouxun handheld or mobile radios (multiband)
- Baofeng handheld or mobile radios (multiband)
- Any other wireless device outlined in the Federal Communication Commission's (FCC) "List of equipment and services covered in section 2 of the Secure Networks Act" This list is a result of the passage of *H.R.5515 - John S. McCain National Defense Authorization Act in 2019.* Further information can be found at https://www.fcc.gov/supplychain/coveredlist .

Public Alerting Software Platforms (04AP-09-ALRT)

Public alerting software platforms are a means of alerting citizens of emergencies. There are two distinct functions that a software platform provides. There is a citizen sign up option for notifications and a wireless emergency alerting (WEA) function. The WEA function alerts smartphones and devices based on geographic location through the Integrated Public Alert and Warning System (IPAWS). Please make sure the purchasing agency is a North Carolina/FEMA approved public alerting authority (PAA) or is in the process of obtaining the PAA status **If purchasing or subscribing to software, it must be identified on the attached *"List of Alert Software Providers (AOSP) That Have Successfully Demonstrated Their IPAWS Capabilities."***

Voice Gateway Devices (06CP-02-BRDG)

Gateway devices are used to bridge disparate voice sources together to create a single line of communications. This can include radio, voice over IP, smart device application, etc. These devices are **NOT** allowed to be permanently mounted at Public Safety Answering Points (PSAP), tower sites or network rooms to permanently patch disparate radio systems. Written permission **must** be obtained from all system administrators authorizing the intended use of the gateway device on the system.

Items not included or referenced in this document must be clearly identified to ensure that interoperability, physical security, and cybersecurity priorities are followed. Examples include, but are not limited to:

- Smart device applications that integrate into first responder communications networks
- Infrastructure equipment that allows for the integration of smart device applications
- Equipment that uses shared radio frequency (RF) spectrum to create mesh networks

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Attachment 5

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FY 2023 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

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Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

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therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

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

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

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XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

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XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides

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that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

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Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

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FY 2023 DHS Standard Terms and Conditions

XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

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Attachment 6

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Subrecipient Monitoring

Subrecipient is subject to monitoring by Recipient in accordance with the provisions of 2 CFR 200.332.

A. Recipient may assess Subrecipient's risk of noncompliance with applicable laws, rules, regulations, policies and guidelines, and with the terms and conditions of this award, per 2 CFR 200.332(b).

1. This includes the application and award process when Subrecipient was selected to receive this award, and it continues throughout the life of the award, such as ensuring Subrecipient remains eligible to receive funding as specified in **Funding Eligibility Criteria**.

2. Subrecipient's prior experience with other grant awards by/through Recipient may also be included in the risk assessment.

3. Depending on the risk, additional conditions may be imposed on this award at any time per 2 CFR 200.332(c).

4. Subrecipient's activities may be continually monitored as necessary to ensure that this award is used for authorized purposes and in compliance with all applicable laws, rules, regulations, polices and guidelines, per 2 CFR 200.332(d).

B. Monitoring will include Recipient reviewing all financial, performance and/or or cost reports - including all requests for reimbursement (and associated invoices and proof of payment) - submitted by Subrecipient as required in this MOA.

1. Recipient will also review all other documentation required to be submitted by Subrecipient in this MOA, including equipment lists and inventories, after action reports for exercises, training course rosters and descriptions, all contracts and subcontracts executed by Subrecipient with funds from this award, and all project closeout documents.

2. All documentation required to be retained by Subrecipient in this MOA, including all required Subrecipient file documentation per 2 CFR 200.334, is also subject to review and monitoring by Recipient (see **File Retention**).

3. Any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements** are also subject to review and monitoring by Recipient.

C. Any required documentation, reports or requests for reimbursement submitted late, incompletely, inaccurately and/or with discrepancies may elevate the risk status of Subrecipient and cause additonal monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

1. This includes any/all reports and audits required to be filed under federal and state law as specified in **State of North Carolina Reporting Requirements** and **Audit Requirements.**

2. Failure to timely file complete and accurate audits and reports required under federal and state law may subject Subrecipient to additional monitoring and the full range of remedies for noncompliance specified in **Compliance**.

D. Any findings or corrective actions identified in Subrecipient audits specifically related to this award may elevate the risk status of Subrecipient and cause additonal monitoring, imposition of additional award conditions, return of funds, negative determinations for future awards, and/or any other remedy for noncompliance specified in 2 CFR 200.339 (see **Compliance**).

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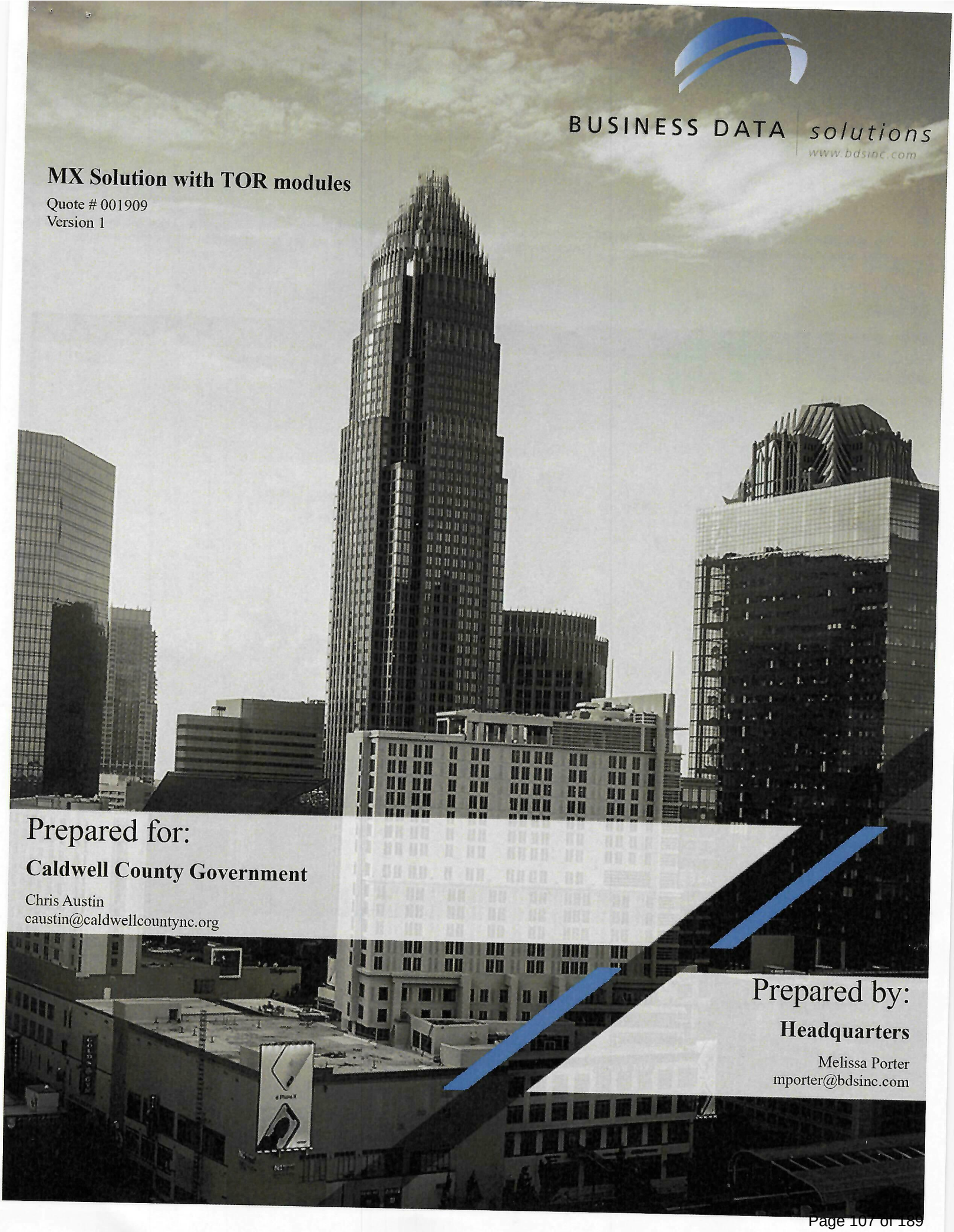
1. Such audit findings and corrective actions must be appropriately resolved by Subrecipient and are subject to monitoring, follow-up and verification by Recipient.
2. Recipient may issue a Management Decision for applicable audit findings pertaining specifically to this award per 2 CFR 200.332 and 2 CFR 200.521, in addition to any Management Decisions issued by Subrecipient.

E. Depending on the risk, Subrecipient monitoring may include, but is not limited to, the following measures: training and technical assistance, site visits, desk reviews, and audits (in addition to the audits specified in **Audit Requirements**.

BUSINESS DATA solutions
www.bdsinc.com

MX Solution with TOR modules

Quote # 001909
Version 1



Prepared for:

Caldwell County Government

Chris Austin
caustin@caldwellcountync.org

Prepared by:

Headquarters

Melissa Porter
mporter@bdsinc.com

1260 Hidden Cove Lane
Lenoir, NC 28645
www.bdsinc.com

Terms

This proposal is incorporated by reference into and governed under the Master Services Agreement (the "Agreement") between Business Data Solutions and you. The Agreement may be reviewed at https://bdsinc.com/MSA. If you do not agree with the terms of the Agreement, you should not sign this order for the current proposal.

Products

Description	Price	Qty	Ext. Price
MX650 V4 Solution ThinkAgile MX650 V4 • 3 Nodes • Intel Xeon 6517P 16C Processors (x2 /Node) • 512 GB RAM (per Node) • 960 GB M.2 Boot Drives (Mirrored) • ~40 TB NVMe (Available per Node) • 4 Port 10G SFP28 • 4 Port 1G BaseT • Redundant 220V Power • xClarity Platinum Upgrade • 3Y Onsite Warranty TOR Modules • 2 - 8 1G/10GbE SFP+ MACsec v3 zl2 Module • 24 10G Transceivers	**$136,209.00**	**1**	**$136,209.00**
Microsoft Licensing • 18 - Microsoft Windows Server Std 2025 16C • 1 - Microsoft SQL Sever 2022Std w/ Server Std 16C	**$24,650.00**	**1**	**$24,650.00**
		Subtotal:	$160,859.00

Services

Description	Price	Qty	Ext. Price
Installation Services • Install and configure all hardware • Assist with MX configuration build • Install and configure switching • Lenovo - MX Remote Deployment	$20,477.00	1	$20,477.00
		Subtotal:	$20,477.00

1260 Hidden Cove Lane
Lenoir, NC 28645
www.bdsinc.com

MX Solution with TOR modules

Quote Information:

Quote #: 001909

Version: 1
Delivery Date: 12/12/2025
Expiration Date: 12/18/2025

Prepared for:

Caldwell County Government

905 West Ave NW
Lenoir, NC 28645
Chris Austin
(828) 757-1282
caustin@caldwellcountync.org

Prepared by:

Headquarters

Melissa Porter
(828) 475-8554
mporter@bdsinc.com

Quote Summary

Description	Amount
Products	$160,859.00
Services	$20,477.00
Subtotal:	$181,336.00
Estimated Tax:	$12,240.19
Total:	$193,576.19

Your approval to order, whether by signature, verbal, or email, constitutes acceptance of our terms and conditions. Any product returns should be requested within 15 days of the order date. If a return is requested, refunds must be approved by manufacturing and a restocking fee may apply. In the event of an open package, additional restocking fees will be assessed. Any additional costs incurred due to circumstances beyond our control will be invoiced as "additional work" on a time and materials basis, as defined in our Master Services Agreement, located at www.bdsinc.com/MSA or can be provided at your request. A complete listing of our Terms and conditions can be found on our MSA. We reserve the right to cancel orders arising from pricing or other errors. A 50% deposit is required on all orders exceeding $2,500 with the remainder due when product is delivered.

Taxes, shipping, handling and other fees may apply.

DISCLOSURE TO THIRD PARTIES IS PROHIBITED!

Headquarters

Signature: _____

Name: Melissa Porter

Title: Business Development

Date: 12/12/2025

Caldwell County Government

Signature: _____

Name: Chris Austin

Date: _____

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
January 26, 2026	Information Technology	

AGENDA ITEM # 6

Cybersecurity Grant #2

BACKGROUND

This allows a second cybersecurity grant awarded to the county to be spent.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

Mostly grant funds, pulls a small amount from existing capital outlay budget.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision_0001
2. Caldwell County 24SLCGP002 MOA_completed
3. QUOTE_0001

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The county has been awarded a second grant for cyber security from NCDPS. This budget revision allows this money to be spent. The estimated cost is a bit over the grant amount so it pulls funding from an existing capital outlay line item.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount
10.4160.330000.10212	Other Grants	I	$	119,000.00
10.9000.451000.4160	Equipment	D	$	9,019.00
Total				**128,019.00**

Line Item #	Title	I/D		Amount
10.4160.451000.10212	Equipment	I	$	128,019.00
Total				**128,019.00**

Attachments (Yes or No): No

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			12/22/25		

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FY24 State and Local Cybersecurity Grant Program (SLCGP)

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

Memorandum of Agreement (MOA)
between

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

GRANTEE:
Caldwell County
PO Box 2200
Lenoir, NC 28645

Tax ID/EIN #: 566001967
Unique Entity ID (from SAM.gov): HL4FGNJNGE97

MOA #: 24SLCGP002 **Award amount:** $119,000.00
Period of performance: 12/13/2024 to 2/28/2028
Cost center: 102642-0-0-6024-19GH000601
Project Title Backup & Data Security Enhancement

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

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

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

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

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

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

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

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

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

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

GRANTEE must:

A. Be established as a local government entity as defined above by appropriate resolution/ordinance.

B. Have a Unique Identity ID (UEID) prior to any funds being released. UEID may be obtained from http://www.sam.gov.

C. Ensure their organization is registered with the System for Award Management (SAM) and that their organization maintains an active SAM registration, i.e. renewed annually. Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at http://www.sam.gov. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct, and that an active SAM registration is properly maintained.

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

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

A. GRANTEE must:

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

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

ii. Match Requirement. The required match/cost share for FY24 SLCGP is 30% of total project costs. For example, if an applicant submits a project costing $100,000, the applicant would be responsible for $30,000 of those costs, and they would only be applying for $70,000 of federal funding for the project ($70,000 federal funding / .70 × .30 = $30,000 grantee match/cost share). If an applicant is applying for the maximum $250,000 federal award for FY24 SLCGP, their required match/cost share would be $107,143 (rounded up), for total project costs of $357,143.

iii. GRANTEE must submit requests for reimbursement with all required documentation attached in *Salesforce*. Once GRANTOR is satisfied that GRANTEE has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center 102642-0-0-6024-19GH000601 in the North Carolina Financial System (NCFS). See GRANTEE paragraph 7.H.

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

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

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

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

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

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

Three NCSRs are required as follows:

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

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

E. Required Services and Memberships.

Cyber Hygiene Services (CHS):

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

7. Responsibilities

GRANTOR:

A. GRANTOR shall provide funding to GRANTEE to perform the activities as described herein.

B. GRANTOR shall conduct a review of the project to ensure that it is in accordance with SLCGP requirements.

C. GRANTOR shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments/adjustments.

D. GRANTOR has obligated the funding for this MOA within 45 days of acceptance of the federal award by signing this MOA.

GRANTEE:

A. This MOA must be signed and returned to GRANTOR within 45 days after GRANTEE receives this MOA. The grant shall be effective upon return of the MOA.

B. GRANTEE shall expend FY2024 SLCGP Grant Program funds in accordance with the FY2024 SLCGP NOFO, the grant application, and this MOA.

C. Documentation to be provided throughout POP:
   i. Annual Progress Reports, per paragraph 6.C. above.
   ii. Annual NCSR, per paragraph 6.D. above.
   iii. CHS compliance upon request of GRANTOR, per paragraph 6.E. above.
   iv. GRANTEE-involved legal action that pertains to any goods or services purchased with grant funds.
   v. Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to GRANTEE by GRANTOR.
   vi. Roster and after-action report (AAR) for grant-funded exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine (HSEEP).
   vii. Roster and syllabus for grant-funded training.
   viii. Any other documentation requested by GRANTOR.

D. Procurement.
   i. GRANTEE shall utilize the most restrictive of all federal, State of NC, and their own local procurement policies & procedures that allows for compliance with all applicable layers (federal, state, and their own).
   ii. GRANTEE must follow the procurement standards identified in 2 CFR 200.317 – 200.327 and Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and as outlined in the FY2024 SLCGP NOFO and 2025 FEMA Preparedness Grants Manual. GRANTEE shall comply with all

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applicable laws, regulations and program guidance. GRANTEE must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.

iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

iv. Mini-Brooks Act. Grantees that are governmental entities or otherwise subject to the requirements of the Local Government Commission (LGC) per 20 NCAC 03 are required under North Carolina law to follow rules and regulations in the "Mini-Brooks Act", G.S. 143-64.31, for the procurement of certain professional services performed by architects, engineers, surveyors, and construction managers at risk.

v. Conflicts of Interest. See paragraph M. below.

vi. Complete all procurement by the end of POP.

E. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

GRANTEE shall be responsible to ensure that it has checked the federal System for Awards Management (SAM), https://sam.gov/content/exclusions and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors, to verify that contractors or grantees have not been suspended or debarred from doing business with the federal government.

F. Per 09 NCAC 03M, agencies shall not disburse any state financial assistance to an entity that is on the Suspension of Funding List (SOFL). OSBM maintains the SOFL. The SOFL is updated on a weekly basis. GRANTEE is prohibited under this MOA from procurement, and/or contracting with any entity listed on the SOFL using these grant funds.

G. Indirect Costs. No indirect or administrative costs will be charged to this award. See 2 CFR 200.332(b)(4).

H. Requests for Reimbursement (RFR). Submit RFR for items or services received in *Salesforce*. GRANTOR will reimburse GRANTEE for eligible costs as outlined in the applicable DHS program guidelines and FY2024 SLCGP NOFO. GRANTEE must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from GRANTOR. GRANTEE must submit request for reimbursement within 60 days of payment of invoice. Requests for reimbursement submitted more than 60 days after GRANTEE payment of invoice may be denied.

RFR must include sufficient documentation that approved expenditures have been properly invoiced and paid by GRANTEE, and that the products and/or services have in fact been received by GRANTEE. RFRs must also include a summary of expenditures included in the RFR completed by GRANTEE. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

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

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

i. Name and address of the vendor or establishment providing the product or service.
ii. Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
iii. Date product received or service provided.
iv. Itemized description of all products or services.
v. Unit price of products or services (if applicable).
vi. Total amount of eligible expenditures.
vii. Copy of executed contract/subcontract agreement (if applicable).
viii. Proof of payment must be either a cancelled check or ledger entry.
ix. Pro-Rated Services Calculator - Use this calculator to determine the total reimbursable amount of service contracts & subscriptions (including SaaS / Software as a Service) pro-rated for the period of performance (POP) of the grant. NCEM can only reimburse services & subscriptions that are delivered & utilized within the designated POP of the grant. Service & subscription periods that extend before or after the POP are not reimbursable.

I. Funds Management. GRANTEE agrees that funds paid through this grant shall be accounted for in a separate fund and accounting structure within GRANTEE's central accounting and grant management system. GRANTEE agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding for this grant.
   i. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this grant shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this MOA. Grantee must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to 2 CFR 200.475 for travel costs.
   ii. If eligible, GRANTEE shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reported expenditures.

J. Maintain a grant management filing system with required grantee file documentation. GRANTEE is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. GRANTEE must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each SLCGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:
   i. Resolution/ordinance establishing GRANTEE as a state or local government entity, or nonprofit organization.
   ii. Award letter, MOA, and supporting attachments.
   iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and proof(s) of payment.
   iv. Audit findings and corrective action plans.

K. Property and Equipment. GRANTEE shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
   i. Only allowable equipment listed in the Authorized Equipment List (AEL) for SLCGP are eligible for purchases from this grant. In addition, GRANTEE will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.
   ii. Property and equipment purchased with SLCGP funds shall be titled to GRANTEE, unless otherwise specified by NCEM, DHS and/or FEMA. GRANTEE shall be responsible for the custody and care of any property and equipment purchased with SLCGP funds furnished for use in connection with this MOA and shall reimburse GRANTEE for any loss or damage to said property until the property is disposed of in

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

iii. GRANTEE must utilize all property and equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM.

iv. GRANTEE shall take an initial physical inventory of any equipment. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of $10,000 or more per unit. GRANTEE may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than $10,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to GRANTOR. The grant summary, reimbursement request(s) with backup documentation, certificate of title, and any other GRANTEE reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition, and identification number may be used to meet this requirement.

v. GRANTEE must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. GRANTEE shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.

vi. GRANTEE or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.

vii. Use. Per 2 CFR 200.313, during the time that equipment is used on the project or program for which it was acquired, GRANTEE must also make the equipment available for use on other projects or programs currently or previously supported by this or other federal grants, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by DHS that financed the equipment and second preference must be given to other programs or projects under grants from other federal awarding agencies. NCEM, in conjunction with DHS and/or FEMA, will determine and direct how equipment will be redeployed.

viii. Disposition Procedures. Unless otherwise directed by GRANTOR, DHS and/or FEMA, GRANTEE may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, GRANTEE must notify GRANTOR via *Chatter* in *Salesforce* prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than $10,000 may be retained, transferred, or otherwise disposed of with prior approval of NCEM and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by NCEM, DHS and/or FEMA, items with a current per unit standard federal or fair market value in excess of $10,000 may not be retained, transferred, or otherwise disposed of without prior NCEM approval in accordance with disposition requirements in 2 CFR 200.313. GRANTEE must provide documentation that includes the method used to determine current fair market value.

ix. Communications equipment. Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the Statewide Inoperability Coordinator (SIEC) to ensure interoperability and long-term compatibility. In order to align communications technologies with current statewide communications plans, systems, networks, strategies, and emerging technologies, the NCEM Communications Branch requires that purchases made with grant funds meet the standards identified in NCEM Communications Branch Memo.

L. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise, or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of GRANTEE and shall not be reimbursed under this MOA.

M. Conflicts of Interest.

i. State Law. Per N.C.G.S. § 143C-6-23(b), GRANTEE is required to file with GRANTOR a copy of GRANTEE's policy addressing conflicts of interest that may arise involving GRANTEE'S management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as GRANTEE's employees or members of its board or other governing body, from GRANTOR'S disbursing of grant funds,

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

ii. Federal Law – Grant Administration. Per 2 CFR 200.112 and the FEMA Preparedness Grants Manual, all grantees must disclose in writing to NCEM, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a grantee employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at DHS, FEMA and/or NCEM involved in the administration of this grant award.

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

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

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

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

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

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

Required documentation includes:

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

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

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

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

9. **Taxes**
GRANTEE shall be considered to be an independent grantee and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by GRANTEE under this grant. If eligible, GRANTEE shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reported expenditures.

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

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

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for nongovernmental grantees (including non-profit organizations) to meet these requirements: https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance.

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

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

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

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

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

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

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

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

13. Construction, Renovation, and Infrastructure Projects

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

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

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

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

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

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

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

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

See 2 CFR Part 184 for BABAA requirements.

14. Grantee Monitoring

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

15. Points of Contact

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

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

A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.

B. Is or becomes part of the public domain, through no fault of the receiving party.

C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to the confidential information.

16. Public Records Access

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

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

17. Contracting/Subcontracting

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

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

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

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

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

Definitions

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

A. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

C. Telecommunications or video surveillance services provided by such entities or using such equipment; or

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

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

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

20. **Divestment and Do-Not-Contract Rules**
The State of North Carolina, through the Department of State Treasurer, follows several divestment and do-not-contract mandates. Information about each of these mandates is available at: https://www.nctreasurer.com/about/transparency/commitment-transparency/divestment-and-do-not-contract-rules.

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

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

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22. Lobbying Prohibition

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

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all grantees shall certify and disclose accordingly.

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

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

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

A. Age Discrimination Act of 1975
Grantees must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

B. Americans with Disabilities Act of 1990
Grantees must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits grantees from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

C. Civil Rights Act of 1964 - Title VI
Grantees must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Grantees of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

D. Civil Rights Act of 1968
Grantees must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits grantees from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use

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

E. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Grantees must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

F. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Grantees must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that grantees of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

G. Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Grantees must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

H. Rehabilitation Act of 1973
Grantees must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance

I. Whistleblower Protection Act
Grantees must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

24. Assurance of Compliance with Privacy Act
Grantee agrees:

A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Grantee, its third-party grantees, contractors, or their employees to accomplish a DHS function.

B. To notify DHS when the Grantees or any of its third-party contractors, subcontractors, grantees, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.

C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or grantee, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the

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Act may involve the imposition of criminal penalties; and

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

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

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

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

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

A. Grantees that only have construction work and do not have any non-construction work need only submit the construction form (i.e., SF-424D) and not the non-construction form (i.e., SF-424B), and vice versa. However, grantees who have both construction and non-construction work under this grant must submit both the construction and non-construction forms.

B. GRANTEE must complete the appropriate form(s) and Salesforce Chatter the form(s) to their NCEM grants manager(s) upon execution of this MOA. GRANTEE must still complete the appropriate form(s) even if certain assurances in the form may not directly apply to GRANTEE's specific program to ensure that all possible situations are covered.

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

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

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

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

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

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

34. Compliance

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

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

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

35. Execution and effective date

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

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

36. Attachments

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

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

B. All references in this MOA to the DHS Standard Terms and Conditions are to **Version 3 of the FY24 DHS Terms and Conditions dated 04/4/24.** These provisions are incorporated by reference in this MOA and must be followed by GRANTEE as applicable.

C. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- Attachment 1 - Scope of Work / Approved Application and associated Budget in Salesforce: App-0001002
- Attachment 2 - FY24 DHS Standard Terms and Conditions

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AUTHORIZED SIGNATURE WARRANTY

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

For RECIPIENT:

By: Signed by: William C. Ray 75DD1C0856524DB... **Date:** 10/29/2025

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

For GRANTEE:

By: Signed by: Anthony Helton 3E978105E774450... **Date:** 11/13/2025

By: _____ **Date:** _____

By: _____ **Date:** _____

Approved as to Form:

By: DocuSigned by: William Polk 99F06A3C9472419... **Date:** 10/28/2025

William Polk, Deputy General Counsel
Reviewed for the North Carolina Department of Public Safety to fulfill the purposes of the FY24 State and Local Cybersecurity Grant Program (SLCGP)

XL60 Offsite Backup Device - Solution Overview

Quote: 2025216989-3
Location: North Carolina, US
Date: 2025-12-12
Expiry: 2026-01-11

Prepared For:
Brandon Price
Caldwell County Government

Prepared By:
Allan Hillier
ahillier@45drives.com

Description	Quantity	Unit Price	Total Price
Servers			
XL60 Seagate Exos 24TB **Part Number:** 2025216989-3A	2 40	$34,519.15	$69,038.30
Services			
Single Server Configuration	1		$2,400.00
Annual Service Plan - Core - 5 Year	1		$25,000.00
5 Year Warranty	1		$13,980.26
SnapShield Core - 5 Year	1		$17,600.00
Notes: 5 Year Warranty 5 Year Core Support With Snapshield		**Sub Total**	$128,018.56
		Tax	$0.00
		Total (USD)	$128,018.56

* 45Drives reserves the right to amend hard drive pricing in line with market increases within the 30 day quote period. Customers will be informed of any new pricing before confirming an order.
* Note: Tax is subject to change based on your specific location. If your company is tax-exempt, please provide a copy of your tax-exempt certificate.

XI60 Offsite Backup Device - Hardware Specification (XL60)

System Configuration		
Chassis	XL60 Enhanced **Color:** Graphite Sandtex **Logo:** 45Drives **Dimensions:** 37.500"L x 17.125"W x 7.000"H	
Boot Drive	Micron PRO 5400 480GB	**Quantity:** Single + 1 Redundant
Operating System	Rocky Linux 8 + Houston	
Motherboard	Gigabyte ME03-CE0	
Processor	AMD EPYC 8124P	**Quantity:** 1
	Base: 2.45GHz	**Turbo:** 2.95GHz
	Cores: 16	**Threads:** 32
RAM	**4x** 16GB DDR5-RDIMM	**Slots:** 4/12
Power Supply	Dual Redundant	**Wattage:** 1400
HBA	LSI 9305-16i	**Quantity:** 4
Network Interface	2 Port 10Gb/s - SFP+	**Quantity:** 1
PCI Slots	**PCI-X16:** 5/6	**PCI-X8:** 0/0
Drive Slots	**HDD:** 20/60	



XI60 Offsite Backup Device - Solution Overview

Power Consumption	**Cycle-up:** 2400W
	Steady: 1600W
Power Connectors	4
Network Ports	4
Rack Space	8U

Terms And Conditions

TERMS AND CONDITIONS

These Terms and Conditions (these "Terms") are the only terms that govern the sale of the goods ("Goods") by 45 Drives USA, Inc., a North Carolina corporation ("45Drives", "our", "us", or "we") to the customer listed on the order form, purchase order, quote, purchase agreement, or invoice (the "Order") to which these Terms are attached ("Customer" or "you"). The accompanying Order and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties related to the Goods, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Any term or condition contained in any purchase order or other communication or document of Customer that adds to or is in any way inconsistent with these Terms is expressly rejected. Capitalized terms used but not otherwise defined in these Terms have the meanings set forth in the Order.

1. PRICE; PAYMENT TERMS

Customer shall purchase the Goods from 45Drives at the prices set forth in the Order. All prices and payments hereunder shall be in US Dollars. All prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, 45Drives' income, revenues, gross receipts, personnel, or real or personal property or other assets. Customer shall pay interest on all late payments at the lesser of the rate of 2% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse 45Drives for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. If any payment remains unpaid for a period of thirty (30) days following the due date, 45Drives reserves the right to cancel all warranty and support hours applicable. We accept Visa, MasterCard, AMEX, and Wire Transfer. Unless net credit terms are agreed to by us in writing, full payment is due prior to shipping. Net credit terms may be available to qualified customers upon request.

2. VALIDITY OF QUOTES

All quotes provided by 45Drives shall remain valid for a period of 30 days from the date of issuance, unless otherwise specified in writing. After this period, 45Drives reserves the right to revise the quoted prices and terms. 45Drives reserves the right to amend Goods pricing in line with market increases within the 30-day period. Customer will be informed of any new pricing before 45Drives confirms any such Order.

3. CANCELLATION POLICY

Orders may be cancelled by Customer if they have not entered production yet. A fee of 20% of the value of the Order will apply. We also will accommodate cancellation of Orders that are in production, and Customer will be charged a cancellation fee determined by the value of the Order multiplied by the percentage of work completed at the time of cancellation.

4. LEAD TIME; SHIPPING; TITLE AND RISK OF LOSS

If used in an Order, lead time refers to time of production, starting from receipt of Order to when the Good is shipped. Unless otherwise set forth in an Order, 45Drives shall ship all Goods FOB (as defined under the Uniform Commercial Code)] at Customer's delivery location set forth in the applicable Order ("Delivery Location"), using 45Drives' standard methods for packaging and shipping such Goods. Notwithstanding anything in this Agreement to the contrary, any lead time, delivery date or timeframe provided by 45Drives is for informational purposes only and a good faith estimate of the expected lead time, delivery date or timeline for the Goods. 45Drives will use commercially reasonable efforts to fulfill Orders within the timeframes and deadlines stated but in no event shall 45Drives be liable for any losses or damages associated with 45Drives' inability to meet any such timeframes or deadlines. Title and risk of loss or damage to the Products shall pass to Customer upon delivery of the Products at the Delivery Location.

5. INSPECTION

Customer shall inspect the Goods within 7 days of receipt ("Inspection Period"). Customer will be deemed to have accepted the Goods unless it notifies 45Drives in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by 45Drives. "Nonconforming Goods" means only the following: (a) goods shipped is different than identified in the Order; or (b) Good's label or packaging incorrectly identifies its contents. If Customer timely notifies 45Drives of any Nonconforming Goods, 45Drives shall, in its sole discretion, (x) replace such Nonconforming Goods with conforming Goods, or (y) credit or refund the price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. 45Drives shall provide Customer with a shipping label, and Customer shall ship the Nonconforming Goods to 45Drives as set forth on such shipping label. If 45Drives exercises its option to replace Nonconforming Goods, 45Drives shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at 45Drives expense and risk of loss, the replaced Goods to Customer.

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
January 26, 2026	Sheriff's Office	

AGENDA ITEM # 7

Wilson Creek Equipment Grant

BACKGROUND

This allows the county to purchase equipment to assist in patrolling Wilson Creek using grant funds provided by the forestry service

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

Grant funded, no local match

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. 25-LE-11081100-256 PKG 1 CaldwellCounty_CLE PW
2. 20251222153331056
3. 20251222153341278
4. 20251222153356424
5. Agreement with equipment list_0001
6. Budget Revision_0001
7. Invoice_4464_from_Granite_Trailer_Sales_LLC

FS Agreement No. 25-LE-11081100-256

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between
Caldwell County Sheriff's Office
And The
USDA, FOREST SERVICE
National Forest in North Carolina

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between Caldwell County Sheriff's Office, hereinafter referred to as "Caldwell County Sheriff's Office," and the United States Department of Agriculture (USDA), Forest Service, National Forests in North Carolina, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Caldwell County Sheriff's Office has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Caldwell County Sheriff's Office

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Caldwell County Sheriff's Office for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

A. Perform in accordance with the approved and hereby incorporated Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-E.*

B. Ensure that the officers/agents of Caldwell County Sheriff's Office performing law enforcement activities under this agreement meet the same standards of training

required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.

C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.

D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.

E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.

F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.

G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.

H. Bill the U.S. Forest Service for Caldwell County Sheriff's Office's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plan. Billing frequency will be as specified in the Operating Plan. See related Provisions III-B, IV-I, and IV-P.

I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in

information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) the cooperator shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

III. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Operating Plan attached as Exhibit A.

B. Reimburse Caldwell County Sheriff's Office for actual expenses incurred, not to exceed the estimated amount shown in the Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Caldwell County Sheriff's Office's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less any previous U.S. Forest Service payments. See related Provisions II-H and IV-I. The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:	**Send copy to:**
USDA, Forest Service Budget & Finance - Grants & Agreements 4000 Masthead St, NE Albuquerque, NM 87109	Victoria Stackhouse USDA Forest Service National Forests in North Carolina 160A Zillicoa Street Ashville, NC 28802
FAX: (877) 687-4894 Email: sm.fs.asc_ga@usda.gov	Phone: 828-380-9567 Email:victoria.stackhouse@usda.gov

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Kevin Bean Address: 2351 Morganton Blvd SW City, State, Zip: Lenoir, NC 28645 Telephone: 828-758-2324 FAX: Email: blellis@caldwellcountync.gov	Name: Kevin Bean Address: 2351 Morganton Blvd SW City, State, Zip: Lenoir, NC 28645 Telephone: 828-758-2324 FAX: Email: blellis@caldwellcountync.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Jody Bandy Address: 1720 Peach Street NW, Suite 760S City, State, Zip: Atlanta, GA 30309-2449 Telephone: FAX: Email: jody.bandy@usda.gov	Name: Victoria Stackhouse Address: 160A Zillicoa Street City, State, Zip: Ashville, NC 28802 Telephone: 828-689-9694 FAX: Email: victoria.stackhouse@usda.gov

C. An Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.

D. This agreement has no effect upon Caldwell County Sheriff's Office's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.

E. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:

1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.

2. Specific beginning and ending dates.

3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.

4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.

5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.

6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*

7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.

8. A review and signature of a U.S. Forest Service Agreements Coordinator.

F. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.

G. The officers/agents of Caldwell County Sheriff's Office performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Caldwell County Sheriff's Office. Law enforcement provided by Caldwell County Sheriff's Office and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.

H. MINIMUM WAGE AND PAID SICK LEAVE REQUIREMENTS**.** Executive Order 14026, Increasing the Minimum Wage for Federal Contractors, and its implementing regulations, including the federal contractor minimum wage clause at 29 CFR Part 23, Appendix A, and Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement.

I. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

J. Cooperator's reimbursable expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.

K. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse Caldwell County Sheriff's Office for only the additional activities requested and not for activities that are regularly performed by Caldwell County Sheriff's Office.

L. Reimbursement may include the costs incurred by Caldwell County Sheriff's Office in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

M. When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Caldwell County Sheriff's Office is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

N. When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Caldwell County Sheriff's Office shall ensure adequate safeguards and controls exist to protect loss or theft. Caldwell County Sheriff's Office shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Caldwell County Sheriff's Office is responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Caldwell County Sheriff's Office for and/or transferred to Caldwell County Sheriff's Office under the AD-107 process or equivalent.

O. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of $5,000.00, purchased by Caldwell County Sheriff's Office using any Federal funding. Upon expiration of this agreement Caldwell County Sheriff's Office shall forward an equipment and supply inventory to the U.S. Forest

Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.

P. When no equipment or supplies are approved for purchase under an Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Caldwell County Sheriff's Office's purchase of equipment or supplies.

Q. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

R. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Caldwell County Sheriff's Office in excess of the amount to which Caldwell County Sheriff's Office is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.

2. Withholding advance payments otherwise due to Caldwell County Sheriff's Office.

3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

S. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

T. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

U. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below

provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

V. This agreement in no way restricts the U.S. Forest Service or Caldwell County Sheriff's Office from participating in similar activities with other public or private agencies, organizations, and individuals.

W. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

X. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

Y. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through April 31, 2030.

Z. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

Kevin Bean, Sheriff — Date
Caldwell County, NC

JAMES MELONAS, Forest Supervisor — Date
U.S. Forest Service, National Forest in North Carolina

AARON DOBSON — Date
Special Agent in Charge, Southern Region

The authority and format of this agreement have been reviewed and approved for signature.

Plez West
Digitally signed by Plez West
Date: 2025.05.23 09:23:10 -04'00'

PLEZ WEST — Date
U.S. Forest Service Grants Management Specialist

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.

FS Agreement No. 25-LE-11081100-256

Cooperator Agreement No. _____

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN
Between
CALDWELL COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
NATIONAL FOREST IN NORTH CAROLINA

2025 OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Caldwell County Sheriff's Office, hereinafter referred to as "Caldwell County Sheriff's Office," and the United States Department of Agriculture (USDA), Forest Service, National Forest in North Carolina, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #25-LE-11081100-256. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through November 30, 2025, unless modified during the annual review.

Previous Year Carry-over: $0.00
Current 2025 Year Obligation: $600,000
Year 2025 Total Operating Plan: $120,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Kevin Bean Address: 2351 Morganton Blvd SW City, State, Zip: Lenoir, NC 28645 Telephone: 828-758-2324 FAX: Email: blellis@caldwellcountync.gov	Name: Kevin Bean Address: 2351 Morganton Blvd SW City, State, Zip: Lenoir, NC 28645 Telephone: 828-758-2324 FAX: Email: blellis@caldwellcountync.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Jody Bandy Address: 1720 Peach Street NW, Suite 760S City, State, Zip: Atlanta, GA 30309-2449 Telephone: 404-347-3352 FAX: Email: jody.bandy@usda.gov	Name: Victoria Stackhouse Address: 160A Zillicoa Street City, State, Zip: Ashville, NC 28802 Telephone: 828-689-9694 FAX: Email: victoria.stackhouse@usda.gov

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0/mile patrolled
Per diem rate is $0/day
Wages at the prevailing rate of $50/hour plus fringe benefits for the individual officer at the rate of $0/hour.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Caldwell County Sheriff's Office and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

B. Due to Hurricane Helene damage in Caldwell County and on the Pisgah National Forest a significant portion of the National Forest lands within Caldwell County are more hazardous for and during patrol activities. Large areas are inaccessible via normal routes and equipment. Due to the increase hazard and risks the areas remain closed to public use. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity. Once areas are reopened to the public, patrols will be focusing on safety of the public.

1. Patrol on following U.S. Forest Service roads:

All Forest Service Lands in Caldwell County, including but not limited to:
Hwy 1328 – Brown Mtn Beach Road/Wilson Creek
FS RT 45 – Edgemont Road
FS RT 187 – Maple Sally Road
FS RT 4071 – Thunderhole Creek

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

   Mortimer Campground
   Boone's Fork

Total reimbursement for this category shall not exceed the amount of: $120,000.

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: $0

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

Total reimbursement for this category shall not exceed the amount of: $0

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify Caldwell County Sheriff's Office when funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.

   1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special

Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

A. Reimburse the Cooperator monthly for actual expenses incurred, not to exceed $120,000. The U.S. Forest Service will make payment for project cost upon receipt of an invoice. Each invoice shall display the agreement number, billing period, and Cooperators actual expenditures, to date of the invoice, displayed by separate cost elements.

B. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$120,000	0
Training	N/A	N/A
Equipment	N/A	N/A
Special Enforcement Situations	N/A	N/A
Total	**$120,000**	**N/A**

C. Any remaining funding in this Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

File Code: 5300 **Date:** April 21, 2025
Route To:

Subject: Hurricane Helene Law Enforcement Statement of Work

To: Whom This May Concern

Hurricane Helene impacted approximately 822,000 acres of Western North Carolina across 17 counties, nearly 900 miles of forest roads and approximately 800 miles of trails were damaged within the National Forests of North Carolina (NFsNC). Damage ranged from roadways, facilities, campgrounds, heritage sites, dispersed recreation areas, and a large portion of general forest areas. These areas continue to receive high recreation visibility and use.

The purpose of this disaster recovery work agreement is to document a cooperative effort between Caldwell County Sheriff's Department and the U.S Forest Service to enhance public health and safety, preserve and protect the restoration project areas and disaster recovery activities on the NFsNC, due to the impacts of Hurricane Helene. Hurricane Helene caused significant damage to the resources and infrastructure of the NFsNC, including historical landmarks. The NFsNC continues its restorative efforts, as work continues public safety around large equipment has slowed progress. Areas continue to see degradation of restored areas due to high levels of public use. This statement of work covers Law Enforcement activities within the boundaries of Caldwell County. The below covers the areas where Caldwell County Sheriffs Office will assist National Forest Law Enforcement but is not an all-encompassing list.

1. Collaborate in the strategic planning of law enforcement activities during habitat and forest facilities restoration within the NFsNC.
2. Mitigate safety hazards on Forest development roadways, trail systems, developed recreation sites and dispersed recreation areas.
3. Due to Hurricane Helene areas have become more hazardous to recreating public users. This work provides extended EMS and law enforcement services to the public who are injured and or stranded within the boundaries of Caldwell County, NFsNC.
4. Provide enforcement initiatives toward urban development and construction dumping within the Caldwell County boundaries on the NFsNC due to Hurricane Helene repairs. Enforcement work actions will be documented on but not limited to USFS Law Enforcement and Investigations Incident Reports, District Court Violation Notices and the State of North Carolina violations notices system.
5. Provide law enforcement safety support to ongoing Hurricane Helene project areas to forest personnel and contractors, to include Forest Road projects and timber removals.
6. Provide search and rescue efforts to the public due to scale down trees, accidents in areas of concern as well as areas under closure.
7. Protection of rehabilitated property remains of the highest concern. The costs associated with restoration of NFS lands remain extensive. Additional vehicle and foot patrols into sensitive areas under restoration will ensure protection and integrity of the NFsNC heritage/archaeological sites.
8. The NFsNC continues to have an increasing transient population. This population is under continuous exposure to the elements and hazards. Due to shallow rooted trees and variable

environmental conditions and damage, these areas will be patrolled heavily to ensure public health and safety is met.

9. At the conclusion of this agreement, any remaining materials and supplies with remaining serviceable life, purchased under this agreement will be addressed and decided upon to remain with Caldwell County Sheriffs Office for ongoing use in relation to the continuous support NFS Law Enforcement within Caldwell County or become property of the USFS.

_____
VICTORIA STACKHOUSE
Lead Law Enforcement Officer
National Forests in North Carolina

STALKER radar
applied concepts, inc.

QUOTE #2116213

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 12/18/25

Inside Sales Partner: Christopher Lear, +1-972-801-4852, chris.Lear@stalkerradar.com
Reg Sales Mgr: Patrick Fagan, 972-213-0351, patrick.fagan@stalkerradar.com

Effective From : 12/18/2025 **Valid Through:** 03/18/2026 Lead Time: 60 working days

Bill To:	**Customer ID:** 033388	**Ship To:**	*FedEx Ground*
Caldwell Co Sheriff's Dept 2351 Morganton Blvd SW Lenoir, NC 28645-4973	Accounts Payable	Caldwell Co Sheriff's Dept 2351 Morganton Blvd SW Lenoir, NC 28645-4973	Captain, Patrol, Derek Philyaw

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	821-1100-00	Stalker MC360 Message Trailer (4'x8')	0	$22,000.00	$22,000.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	015-2532-62	[253262] MC360 Message Trailer (4 x 8) w/Solar		$0.00
2	1	200-1661-00	MC-360 TRAILER SENSOR KIT, USB-C (SAF)		$0.00
3	1	200-0773-00	40 MPH K-Band Tuning Fork		$0.00
4	1	006-0569-00	Certificate of Accuracy, Speed Sensor II		$0.00
5	1	015-1819-00	[275569] SAM 3/SAM/VMS Trailer Wheel Jack		$0.00
6	1	015-5603-00	[275565] Trailer Wheel Lock		$0.00
7	1	200-1670-00	{415864} INSTALL MEDIA, STREET DYNAMICS DEVICE MANAGER W/EASY ANALYST		$0.00
8	1	200-1448-08	KIT, MC360 TRAILER OPERATOR MANUAL KIT WITH USB-C		$0.00
9	1	063-0024-60	Message Center Trailer 5-Year Warranty		$0.00
				Group Total	$22,000.00

Product	$22,000.00	Sub-Total:	$22,000.00
Discount	$0.00	Sales Tax 6.75%	$1,485.00
		Shipping & Handling:	$0.00
Payment Terms: Net 30 days		**Total: USD**	**$23,485.00**

001

State Contract # 25-04-0222

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Shopping Cart

	Quantity	Each	Price
 **4' Type 3 'Break-Away' Barricade** T3RMEG-4STD-S Sheeting: **Engineer Grade (EG)** Customization: **Lettering or Logo + Add Lettering (Single Side)** Custom Text: **SHERIFF'S OFFICE** Position: **Upper**	25 Update	$146.00	$3,650.00 Remove
 **Orange 36" 12.0 Lb. Traffic Cone with Black Base** CR36HDRC64 Reflective Collars (Optional): **+Add Two (2) Reflective Collars** Customization: **Lettering or Logo No Customization**	100 Update	$22.60	$2,260.00 Remove

Shipping Summary

Zip Code: 28645 Lenoir, NC Recalculate Shipping

Delivery dates to zip code 28645

Tuesday, December 23, 2025

Order Summary

Subtotal: **$5,910.00**

Shipping: **$747.41**

FedEx Freight Priority from Southern Warehouse, ABF from East Coast Warehouse

Sales Tax: **$449.37** Sales Tax Exempt?

Final Total: $7,106.78

Chat with

DSLR Pros™

Intelligent Drone Solutions

Prepared by:
Derek Wheeler
DSLRPros.com
sales@dslrpros.com

Prepared for:
Roger Crosby
Caldwell County Sheriff's Office

Date Created: 2022-03-28 13:20:13

Quote ID: MNDFN-9TPXT-2YATG-MWVVQ

DJI Matrice 30T

Name	Price	QTY	SKU	Subtotal
ESSENTIAL KIT				
DJI Matrice 30T with TB30 & DJI Care Basic • 1x DJI Matrice 30T • 2x TB30 Intelligent Flight Battery • 1x BS30 Intelligent Battery Station • 1x DJI RC Plus • 1x DJI Pilot 2 • 1x Aircraft storage case • 1x DJI FlightHub 2 (3 month subscription) • 1x DJI Care Enterprise Basic (1 Year) S-DJI-M30T-CB 	$13,999.00	1	S-DJI-M30T-CB	$13,999.00
DJI Matrice 30T with TB30 & DJI Care Plus • 1x DJI Matrice 30 • 2x TB30 Intelligent Flight Battery • 1x BS30 Intelligent Battery Station • 1x DJI RC Plus • 1x DJI Pilot 2 • 1x Aircraft storage case • 1x DJI FlightHub 2 (3 month subscription) • 1x DJI Care Enterprise Plus (1 Year) S-DJI-M30T-CP 	$14,700.00	1	S-DJI-M30T-CP	$14,700.00

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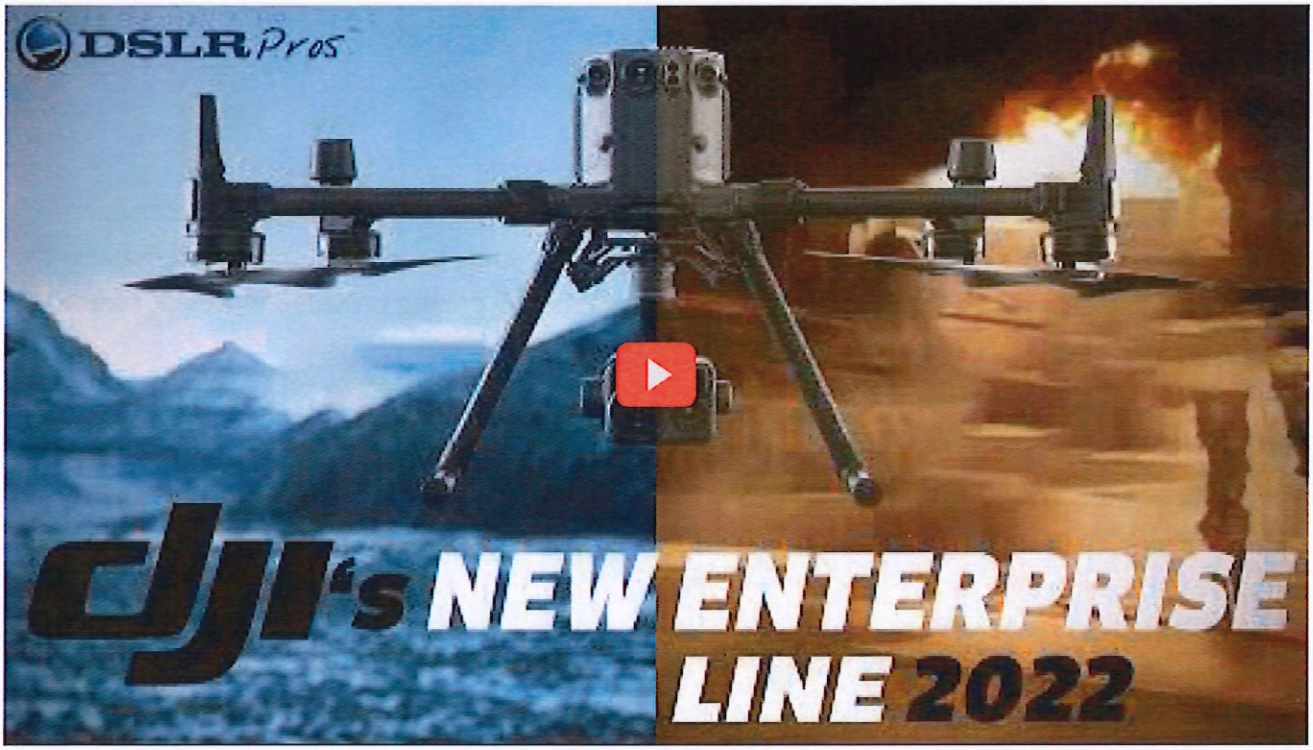
☐ DJI Dock + M30T Dock Version S-DJI-DOCK-M30T 	$33,999.00	1	S-DJI-DOCK-M30T	$33,999.00
OPTIONAL ACCESSORIES (Optional items will not reflect in total unless selected)				
☑ Matrice 30 Series Part 08 TB30 Intelligent Flight Battery S-DJI-TB30-BATT 	$329.00	6	S-DJI-TB30-BATT	$1,974.00
OPTIONAL SERVICES (Optional items will not reflect in total unless selected)				
☑ Firmware Upgrade Service - Activation of the product(s), upgrading to the latest available firmware, and delivered ready to fly. V-NB-FIRM-UPG 	$0.00	1	V-NB-FIRM-UPG	$0.00
☑ FREE Lifetime Customer Care & Technical Support Via Phone, Email & Chat	$0.00	1	B-LC-TS	$0.00

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☑ Enterprise Concierge Assist Our customer care team is here to make sure that your aftersales experience is as seamless as the original transaction. We will assist our clients through the Enterprise Care deductible process (if applicable) as well as any warranty or not warranty related issues. We're here to help facilitate your success! *** Normally a $500 Service *** S-ECA-EUAS	$0.00	1	S-ECA-EUAS	$0.00
☐ Airdata Fleet Management + Streaming Bundle - 1 Drone / 20 Hours AirData Enterprise (1 year) - Simple and intuitive fleet management - Get insights into your overall flight data - Remote live streaming available - Set alerts for maintenance services & safety concerns - Dashboard includes local weather & satellite info AirData Live Streaming Service (1 Year) - 1 user, 20 hrs/month	$999.00	1	V-AD-EELS-120	$999.00
SHIPPING & HANDLING				
Ground Shipping	$0.00	1	V-NB-SHIP	$0.00
***** Sales Tax applicable if shipping inside CA, TX or WA *****				

Subtotal	**$15,973.00**
Total	**$15,973.00**

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www.dslrpros.com | 877-299-1075
19850 Nordhoff Place, Chatsworth, CA 91311

Signatures

Again, we want to thank you for purchasing your equipment or services with DSLRPros.com. By signing below you agree to our terms and conditions and have read and understand the pricing provided. You also agree not to share the information & pricing provided in this document to anyone outside of your organization. https://www.dslrpros.com/terms-of-use

_____	_____
Signature	Date
_____	_____
Name	Title

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CALDWELL COUNTY SHERIFF'S OFFICE
** SHERIFF KEVIN H. BEAN **
2351 MORGANTON BLVD. SW * LENOIR, NC 28645
PHONE: 828-758-2324 * FAX: 828-757-8685

Caldwell County Sheriff's Office Cooperative Agreement with USDA, Forest Service: Additional Federal Funding for (Wilson's Creek)
County Contract Update: Additional Federal Funding for [**Wilson Creek**]
Presentation to County Manager (Mr. Shane Fox), and Finance (Mr. Tony Helton)
Presenters: John Runion, Derek Philyaw

December 22, 2025

Overview:
Caldwell County and the United States Department of Agriculture have had an ongoing agreement with the Caldwell County Sheriff's Office, to provide law enforcement services. Currently, in budget, the Sheriff's Office has line item "4312" which consists of $60,000 USD for salaries of deputies working Wilson Creek assignments. Caldwell County has an additional line item "4319" which has an additional $12,500 USD for salaries. Courtesy of John Runion's efforts, the Caldwell County Sheriff's Office was able to acquire an additional $120,000 USD funding per fiscal year to assist with salaries equipment, training, and special enforcement situations. The funds were allocated to counties that were directly affected by Hurricane Helene.

Due to the time constraint with the contract, the only federal money used for the 2024/2025 budget year was designated for deputies' salaries working Wilson Creek. The total for deputy salaries for the 2024/2025 year was $91,930. The (USDA), Forest Service is currently gathering requests from counties that were awarded federal funding. Caldwell County as well as the Sheriff's Office has a great opportunity to acquire equipment that would assist citizens in the Wilson Creek community as well as the rest of Caldwell County. The (USDA), Forest Service will allow up to 50% of the $120,000 funds to be used for equipment that can be utilized in the areas affected by Hurricane Helene.

Request:
Allocate $60,000 USD from county funds to line item 4319 for equipment purchases. This will maximize the return on investment for the county due to the fact we will be able to acquire $60,000 worth of equipment that will be reimbursed by the (USDA), Forest Service.

CALDWELL COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES.

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** SHERIFF KEVIN H. BEAN **
2351 MORGANTON BLVD. SW * LENOIR, NC 28645
PHONE: 828-758-2324 * FAX: 828-757-8685

Justifications and Proposed Equipment:

The proposed equipment addresses critical operational needs identified through routine patrols and post-Hurricane Helene response activities in the Wilson Creek area:

1. **Variable Message Board Trailer-** The Sheriff's Office currently lacks a portable message board. A message board would enable real-time communication of weather alerts, road closures, and public safety information during patrols and events. The selected option, the Stalker Radar MC360 trailer, also collects traffic data and includes a radar speed alert system.
   Subtotal: $23,485
2. **Enclosed Cargo Trailer-** Existing Sheriff's Office trailers cannot accommodate the department's UTVs. The proposed trailers would enable safe and efficient transport of UTVs to the Wilson Creek area for summer patrols, special events, and emergency response.
3. Enclosed 8.5x24 Tandem trailer $9,400
   - **Subtotal:** $9,400
3. **Traffic Control Devices-** The department currently has insufficient Type 3 break-away barricades and traffic cones for effective traffic management during high-volume periods. These items are essential for safely directing traffic and securing incident scenes.
   - 4' Type 3 Break-Away Barricades (25): $3,650
   - 36" Traffic Cones (100): $2,260
   - **Subtotal:** $7,106.78
4. **Thermal Drone System-** A DJI Matrice 30T drone with thermal imaging capabilities would significantly enhance search-and-rescue operations, emergency response, and law enforcement effectiveness in the challenging terrain of the Wilson Creek area. **Cost (including TB30 batteries and DJI Care Plus): Cost:** $14,700

Total Requested Equipment Cost: $54,691.78

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CALDWELL COUNTY SHERIFF'S OFFICE
** SHERIFF KEVIN H. BEAN **
2351 MORGANTON BLVD. SW * LENOIR, NC 28645
PHONE: 828-758-2324 * FAX: 828-757-8685

Requested Equipment:

Stalker Radar MC360 Cost: $23,485

Enclosed 8.5x24 Tandem trailer $9,400

Traffic Safety Store- 4' Type 3 Break Away Barricade (25) $3,650

36' Traffic cones (100) $2,260

DJI Matrice 30T with TB30 & DJI Care Plus- $14,700

Total: $54,691.78

Summary:

Approval of this $60,000 allocation to line item 4319 will allow Caldwell County to acquire approximately $60,000 in high-value public safety equipment at no net cost to county taxpayers, as the full amount will be reimbursed by the (USDA), Forest Service. These assets will directly support law enforcement and emergency response in the Hurricane Helene-affected Wilson Creek area while providing lasting benefits to the broader community.

Terms and scope for contract funding
2024-2025- Salaries $120,000
2025-2026- Salaries $60,000/ Equipment $60,000- Message board, trailer, drones, cones
2026-2027- Salaries $60,000/ Equipment $60,000- Swift water rescue equipment
2027-2028- Salaries $60,000/ Equipment $60,000- TBD

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2351 MORGANTON BLVD. SW * LENOIR, NC 28645
PHONE: 828-758-2324 * FAX: 828-757-8685

2025 OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Caldwell County Sheriff's Office, hereinafter referred to as "Caldwell County Sheriff's Office," and the United States Department of Agriculture (USDA), Forest Service, National Forest in North Carolina, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #25-LE-11081100-256. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through November 30, 2025, unless modified during the annual review.

Previous Year Carry-over: $0.00
Current 2025 Year Obligation: $600,000
Year 2025 Total Operating Plan: $120,000
Year 2025 Carry-over: $40,570

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CALDWELL COUNTY SHERIFF'S OFFICE
** SHERIFF KEVIN H. BEAN **
2351 MORGANTON BLVD. SW * LENOIR, NC 28645
PHONE: 828-758-2324 * FAX: 828-757-8685

Patrol on following U.S. Forest Service roads:
All Forest Service Lands in Caldwell County, including but not limited to:
Hwy 1328 – Brown Mtn Beach Road/Wilson Creek
FS RT 45 – Edgemont Road
FS RT 187 – Maple Sally Road
FS RT 4071 – Thunderhole Creek
Page 2 of 5 (Rev. 12-13)FS-1500-8a (VER. 05/24)
OMB No. 0596-0217
EXP: 05/31/2027

2. Patrol in the following campgrounds, developed sites, or dispersed areas:
Mortimer Campground
Boone's Fork
Total reimbursement for this category shall not exceed the amount of: $120,000.

SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug
Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and
must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify Caldwell County Sheriff's Office when funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.

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CALDWELL COUNTY SHERIFF'S OFFICE
** SHERIFF KEVIN H. BEAN **
2351 MORGANTON BLVD. SW * LENOIR, NC 28645
PHONE: 828-758-2324 * FAX: 828-757-8685

1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident. This includes but is not limited to situations which are normally unanticipated, or which
typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

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Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

The county has obtained grant funding from NC Forestry to allow for the purchase of equipment for use at Wilson Creek. This revision allows those purchase to be made.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D	Amount	Line Item #	Title	I/D	Amount
10.4312.330000.4312	Other Grants	I	$ 54,692.00	10.4312.451000.10213	Equipment	I	$ 54,692.00
Total			**54,692.00**	**Total**			**54,692.00**

Attachments (Yes or No): Yes

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			12/22/25		

Granite Trailer Sales LLC

2565 Connelly Springs Rd
Granite Falls, NC 28630
(828) 572-0924
www.granitetrailersales.com

Bill of Sale

BILL TO
Caldwell County Sheriffs Office
2351 SW Morganton Blvd
Lenoir, NC 28645

BILL OF SALE 4464
DATE 12/22/2025

DESCRIPTION	AMOUNT
Enclosed 8.5x24 Tandem Axle w/Options 10k Seed Cargo Warranty with Manufacture 7'3" Interior height Choice of color LED lights 2-5/16" coupler Spring assist rear draw door 36" side entry door (2) 5200lb axles with electric brakes 225/75r15 radial tires 3/4" plywood floor 3/8" plywood walls 16" OC floor, walls, ceiling Thermoply insulation in ceiling, 1 @ $9,400.00	9,400.00

Contact Granite Trailer Sales LLC to pay.

SUBTOTAL	9,400.00
TAX	0.00
TOTAL	9,400.00
BALANCE DUE	**$9,400.00**

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
January 26, 2026	Facilities Services	

AGENDA ITEM # 8

Budget Revision for Jury Commission Payments

BACKGROUND

This revision allows the county to pay each of the three members of the Jury Commission $250 for their service.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

Fund Balance Appropriation

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Jury Commission_0001

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:
This revision allows for the payment of $250 each to the three members of the Jury Commission.

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount
10.9800.397000	Fund Balance App	I	$	750.00
Total				**750.00**

Line Item #	Title	I/D		Amount
10.4261.444114	Jury Commission	I	$	750.00
Total				**750.00**

Attachments (Yes or No): No
Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			12/29/25		

ANGELA KIDD, CLERK
EX OFFICIO JUDGE OF PROBATE

CLERK OF SUPERIOR COURT
CALDWELL COUNTY

PO BOX 1376
216 MAIN STREET, NW
LENOIR, NC 28645
O 828-759-3503 | F 828-759-3501

828-759-3502 CRIMINAL
828-759-3503 CIVIL
828-759-3504 ESTATES
828-759-3505 CHILD SUPPORT
828-759-3506 BOOKKEEPING

December 12, 2025

Mr. Shane Fox

Caldwell County Manager

PO Box 2200

Lenoir, NC 28645

Re: Jury Commission Payment

Dear Mr. Fox:

This is to certify that the 2026-2027 Caldwell County Jury Commission gathered for two meetings, each lasting over one hour. Payment should be mailed to the Commissioners listed below, and a verification of payment should be forwarded to me for filing with the Jury Commission records.

Mr. Monty Woods
2447 Thornfield Drive
Lenoir, N.C. 28645

Ms. Gaye Key
5960 Adako Rd.
Lenoir, N.C. 28645

Mrs. Sandra Davis Shytle
2525 Brentwood Circle
Lenoir, N.C. 28645

Sincerely,

Angela A. Kidd

Angela A. Kidd

Caldwell County Clerk of Superior Court

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
January 26, 2026	Public Information	

AGENDA ITEM # 9

Purchase of Web Accessibility Software

BACKGROUND

In April 2026, Caldwell County's website must meet the federal WCAG regulations. To prepare the website to meet these regulations, the Public Information Office, along with IT, recommends purchases AudioEye and Common Look software. The cost for the software was included in the 2025-26 PIO budget.

Direct links to accessibility terms and conditions

- AudioEye - Managed for Municipal Websites Hosted by CivicPlus
- CommonLook - PDF Remediation Services

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

1. Caldwell County, NC - Accessibility - AudioEye + CommonLook PDF Proposal - January 2025

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-103686-1
Date: 7/14/2025 3:07 PM
Expires On: 1/31/2026

Client:
Caldwell County, NC

Bill To:
CALDWELL COUNTY, NORTH CAROLINA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David Gilchrist		david.gilchrist@civicplus.com		Net 30

AudioEye - Website Accessibility Tool

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AudioEye Managed	AudioEye Managed: caldwellcountync.org	USD 6,200.00
1.00	Web Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -3,100.00

Allyant CommonLook PDF Remediation Tool

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
2.00	CommonLook Web Simplified + Advanced Editor	Word/Powerpoint Remediation Tool Software License	USD 2,886.60
1.00	Web Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -721.65

~~List Price - Initial Term Total~~	~~USD 7,287.95~~

Total Investment - Prorated Year 1	USD 3,466.30
Annual Recurring Services (Subject to Uplift)	USD 9,086.60

Total Days of Quote:292

Initial Term	Beginning at signing and ending 10/25/2026, Renewal Term 10/26 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement. This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: https://www.civicplus.help/docs/civicplus-legal-stuff (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-103686-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
January 26, 2026	Sheriff's Office	

AGENDA ITEM # 10

Conveyance of Surplus Vehicle by Private Sale

BACKGROUND

A private sale has been negotiated for a 2018 Ford Explorer, VIN: 1FM5EK8AR7JGA32279

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution to Transfer County Owned Property by Private Sale 1.26.26
2. Permission to sell patrol vehicle 1.26.2026

RESOLUTION

1-2026

DISPOSAL OF COUNTY-OWNED PROPERTY BY PRIVATE SALE

WHEREAS, Caldwell County owns certain items of personal property that have become surplus for its current needs; and

WHEREAS, North Carolina General Statue 160A-266 permits the County to sell such property by private sale upon authorization by the Board of Commissioners at a regular meeting and notice to the public; and

WHEREAS, the Board of Commissioners is convened in a regular meeting.

NOW THEREFORE, BE IT RESOLVED the Caldwell County Board of Commissioners authorizes the sale of a 2018 Ford Explorer, VIN: 1FM5EK8AR7JGA32279, for the sum of $4,000 to Foothills Medical Transit Company.

Adopted this 26th day of January 2026.

_____

Randy Church, Chairman of the Board
Caldwell County Board of Commissioners

ATTEST:

_____

Iris Whitt, Interim Clerk

COMMISSIONERS: RANDY T. CHURCH, CHAIRMAN | MIKE LABROSE, VICE-CHAIR
JEFF BRANCH | DONNIE POTTER | PATRICK STARNES
SHANE FOX, COUNTY MANAGER
www.caldwellcountync.org

CALDWELL COUNTY SHERIFF'S OFFICE
** SHERIFF KEVIN H. BEAN **
2351 MORGANTON BLVD. SW * LENOIR, NC 28645
PHONE: 828-758-2324 * FAX: 828-759-3490

To: Caldwell County board of Commissioners
Attn: Abby Rich, Clerk to the Board
905 West Avenue NW
Lenoir, NC 28645

From: Captain John Austin
2351 Morganton Blvd.
Lenoir NC 28645

Date: 12/22/2025

Re: Request for Permission to Sell Surplus Vehicle (2018 Ford Explorer)

Dear Chairman Church and Members of the Board:
I am writing to formally request the Board's permission to sell a county-owned vehicle, a 2018 Ford Explorer (Vin: 1FM5EK8AR7JGA32279), through a private sale.
The vehicle has reached the end of its useful service life for county operations, having accumulated 153,994 miles. Foothills Medical Transit Co., owned by Mr. Tommie Fite, has proposed purchasing this vehicle for the sum of $4,000.
This sale would serve a critical community need, as Foothills Medical Transit Co. will utilize the vehicle to provide transportation services for all our Involuntary Commitment (IVC) patients to their ordered facilities. Facilitating this sale directly supports the safe and efficient transport of these patients while allowing the County to recoup fair market value for a "miled-out" asset.
We request that the board adopt a resolution authorizing this private sale in accordance with North Carolina General Statues. Thank You for your time and continued support of our operational needs.

Sincerely,
Capt. John Austin

Captain John Austin

CALDWELL COUNTY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION AGE OR DISABILITY IN EMPLOYMENT OR THE PROVISION OF SERVICES.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
January 26, 2026	Soil and Water Conservation	

AGENDA ITEM # 11

Soil and Water Conservation District request to apply for StRAP funding

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

None

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Caldwell SWCD StRAP Request 1.26.2026

Caldwell Soil and Water Conservation District

- NC legislature approved $40 million in StRAP funding for Hurricane Helene affected counties.
- Helene affected counties were separated into low, medium, and high need
- Caldwell County is considered a "High Need" county
- "High Need' counties have the opportunity to apply for up to $ 1,496,250 in StRAP funding.
- This round of funding is a rolling application which is years before we had to apply for one lump sum.
- Caldwell County Soil and Water would like to run the StRAP funding through Caldwell County finance, just like years before, and apply for up to the cap of $1,496,250.

Streamflow Rehabilitation Assistance Program (StRAP) Funding announcement

November 20, 2025

On December 8th, the Division of Soil & Water Conservation will begin accepting applications for the Streamflow Rehabilitation Assistance Program (StRAP) in counties affected by Hurricane Helene. This allocation of funding will make $38 million available for projects to repair stream damage caused by Hurricane Helene. This follows approval by the Soil & Water Conservation Commission. Please visit the StRAP website for more information on the program and eligible projects.

A series of webinars will be held to provide additional information on this application cycle and guidance on completing applications. The first 2 webinars are:

- Tuesday, December 2nd at 10am- **Join the meeting now**
- Thursday, December 4th at 2pm- **Join the meeting now**

Projects Funded

The following types of projects are eligible for StRAP funding on streams and waterways damaged by Hurricane Helene:

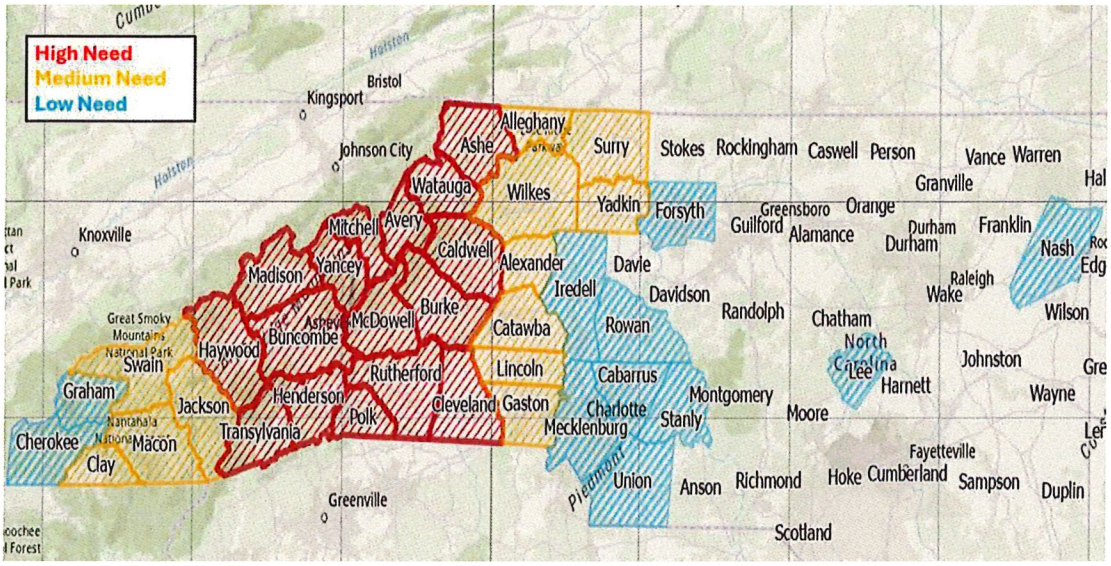
- Streambank stabilization
- Stream debris removal
- Stream restoration
- Sediment removal
- PL-566 Small Watershed structure repair
- Other types of stream repair projects may be approved on a case-by-case basis.

Eligibility

The following organizations are eligible to apply for StRAP funding:

- Soil & Water Conservation Districts
- Political subdivisions (city/county government, water/sewer district, municipal service District, sanitary district, drainage district)
- Non-profit organizations

We will accept applications from eligible organizations in the 39 counties (and Eastern Band of Cherokee Indians) identified by the FEMA disaster declaration for Hurricane Helene. Counties are divided based on total impact, with 70% of funds allocated for High-need counties, 20% for medium-need counties, and 10% of funds for low-need counties. The breakdown of counties in each category is available on the map below.



High-Need Counties	Medium-Need Counties	Low-Need Counties
Ashe	Alexander	Cabarrus
Avery	Alleghany	Cherokee
Buncombe	Catawba	Forsyth
Burke	Clay	Graham
Caldwell	Eastern Band of Cherokee Indians	Iredell
Cleveland	Gaston	Lee
Haywood	Jackson	Nash
Henderson	Lincoln	Rowan
Madison	Macon	Stanly
McDowell	Surry	Union
Mitchell	Swain	Mecklenburg
Polk	Wilkes	
Rutherford	Yadkin	
Transylvania		
Watauga		
Yancey		

Please note that the list of high-need counties is contingent on enrollment in the Emergency Watershed Protection Program (EWP) through NRCS. Any individual organization is not required to apply for EWP funding, but if no organizations in a High-need county apply for EWP, the county will be reclassified as medium-need. The above map will be updated as needed.

Award Amounts

County caps will determine the total amount that can be awarded within each county:
High-need county: $1,496,250
Medium-need county: $526,154
Low-need county: $310,909

Please note that this is a per-county cap, not a per-grantee cap. If multiple organizations within a county apply and receive funding, the total amount awarded across multiple organizations will not exceed the county cap. Supplemental funding will be awarded to a small number of high-priority projects after initial awards have been made in all eligible counties.

Application Process

StRAP funds will be awarded in a rolling application process, with counties becoming eligible to apply for StRAP funds once all EWP enrollment in that count is completed (or if no organizations in the county are applying for EWP). StRAP staff will post information announcing when organizations in each county can apply for funding. Once an application window begins, organizations in that county (or counties) will have 8 weeks to submit applications. Please pay attention to updates on the StRAP website for more information.

The first application window will begin on December 8th. A list of counties to be included in the first application window will be published shortly.

The applications will be collected using the Disaster Assessment & Reporting Tool (DART). Use DART in the field or the office to record information on each stream segment to be included in your application, including site location, description, photos, and cost estimate. Each different stream segment/project will be a separate entry in DART. Please note that once a stream segment is submitted in DART, you cannot edit the entry. If corrections need to be made, please resubmit the stream segment as a new entry in DART. Access DART and learn more about the tool here.

Once you enter all sites for your application in DART, you will submit a brief FormSite poll to provide contact information and notify the Division that you have finished submitting your application.

Questions

More information will be posted on the StRAP website shortly.

For questions and more information about the application, reach out to me directly at Matt Safford, matt.safford@ncagr.gov or (919) 707-3784

For technical questions about using DART, please review the resources at "Training & Support". If you have additional questions, contact Steven Porson at steven.porson@ncagr.gov

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
January 26, 2026	Sheriff's Office	

AGENDA ITEM # 12

Sheriff Department Salary Adjustment

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision-Sheriff Raises 5% across the board 1.26.2026
2. Sheriff Request 1.26.2026

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision allows for employees at the sheriff's office to receive a 5% pay raise. The cost shown below reflect what is needed to cover the months of February thru June of 2026. The annual cost associated with this raise is $538,595.50

The Budget Ordinance is hereby amended by making a Supplemental Appropriation with appropriations and revenues being adjusted as follows:

SUPPLEMENTAL APPROPRIATION

Line Item #	Title	I/D		Amount
10.9800.397000	Fund Balnce App	I	$	224,415.00
Total				**224,415.00**

Line Item #	Title	I/D	Amount
104310.412100.	SALARIES	I	17,144.00
104310.412200.	OVERTIME	I	880.00
104310.412700.	LONGEVITY	I	247.00
104310.418100.	FICA	I	1,549.00
104310.418200.	RETIRMENT	I	2,816.00
104311.412100.	SALARIES	I	6,700.00
104311.412200.	OVERTIME	I	419.00
104311.412700.	LONGEVITY	I	73.00
104311.418100.	FICA	I	550.00
104311.418200.	RETIRMENT	I	1,446.00
104312.412100.	SALARIES	I	1,250.00
104312.418100.	FICA	I	96.00
104312.418200.	RETIRMENT	I	264.00
104315.412100.	SALARIES	I	16,893.00
104315.412200.	OVERTIME	I	313.00
104315.412700.	LONGEVITY	I	179.00
104315.418100.	FICA	I	1,330.00
104315.418200.	RETIRMENT	I	3,660.00
104316.412100.	SALARIES	I	40,692.00
104316.412200.	OVERTIME	I	2,813.00
104316.412700.	LONGEVITY	I	314.00
104316.418100.	FICA	I	3,394.00
104316.418200.	RETIRMENT	I	9,188.00
104317.412100.	SALARIES	I	16,244.00
104317.412200.	OVERTIME	I	1,107.00
104317.412700.	LONGEVITY	I	284.00
104317.418100.	FICA	I	1,395.00
104317.418200.	RETIRMENT	I	3,541.00
104318.412100.	SALARIES	I	12,531.00
104318.412100.10210	SALARIES	I	724.00
104318.412200.	OVERTIME	I	313.00
104318.412700.	LONGEVITY	I	198.00
104318.418100.	FICA	I	1,074.00
104318.418100.10210	FICA	I	55.00
104318.418200.	RETIRMENT	I	2,388.00
104318.418200.10210	RETIRMENT	I	104.00
104319.412100.	SALARIES	I	979.00
104319.418100.	FICA	I	75.00
104320.412100.	SALARIES	I	52,339.00
104320.412200.	OVERTIME	I	4,054.00
104320.412700.	LONGEVITY	I	558.00
104320.418100.	FICA	I	4,099.00
104320.418200.	RETIRMENT	I	8,366.00
104321.412100.	SALARIES	I	1,382.00
104321.412200.	OVERTIME	I	104.00
104321.412700.	LONGEVITY	I	10.00
104321.418100.	FICA	I	110.00
104321.418200.	RETIRMENT	I	171.00
Total			**224,415.00**

Attachments (Yes or No): No

Public Hearing (Yes or No):

Distribution:
Original - Finance Office
Duplicate - Clerk to the Board
Triplicate - Department Head

Staff Recommendation:

Board Action:

Department Head	Date	Finance Director	Date	County Manager	Date
			01/23/26		

Staff Report – January 26, 2026, Board of Commissioner Meeting

Subject: Request for Approval of a 5% Increase in pay for Admin (4310), Narcotics (4311), SRO (4315), Patrol (4316), Investigations (4317), Support Services (4318) and Detention (4320).

Background:
Our current starting pay for these positions is below the rates offered by neighboring counties and several local municipalities, making it increasingly difficult to attract and retain qualified personnel. This pay disparity has negatively impacted recruitment efforts and overall staffing stability.

Recommendation:
Approval of this increase will bring our compensation levels closer to regional standards, making the Sheriff's Department more competitive in the labor market. This adjustment is essential to maintain operational effectiveness and ensure public safety.

Fiscal Impact:
The proposed increase will result in a 5% adjustment across all affected employees. A budget amendment for $224,000 is included for your approval.

Action Requested:
The Board of Commissioners is asked to approve the 5% pay increase for salaries, effective Feb. 1, 2026.

Caldwell County
North Carolina
Board of Commissioners Meeting

December 1, 2025 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

MINUTES

Attendance

Randy T. Church, Chairman
Mike LaBrose, Vice Chairman
Jeff Branch, Commissioner
Donnie Potter, Commissioner
Patrick Starnes, Commissioner
Shane Fox, County Manager
Destin Hall, County Attorney
Iris Whitt, Interim County Clerk

Call to Order
Chairman Church called the December 1, 2025, Board of Commissioners meeting to order at 6:01 PM.

Public Comment Period
There were no individuals who signed up for public comments.

Invocation
Pastor Nicky Waters from Poovey's Chapel Baptist Church led the invocation for those in attendance.

Pledge of Allegiance
Commissioner Donnie Potter led the Pledge of Allegiance for those in attendance.

Agenda Amendments from the Board, Manager & Public
County Manager Shane Fox stated one amendment to item 11 that would include the cancellation of the current contract, and he stated he would read the description within the motion itself. County Manager Shane Fox made an addition to the agenda, which would be item 14. This amendment is to the current audit contract due to the Federal Government shutdown. There was a delay with the Federal & State awards. So, we need to amend that contract.

Commissioner Mike LaBrose made a motion to accept the agenda as the County Manager presented. The motion carried unanimously.

Agenda Items

1. Swearing in Shane Fox as County Manager

Chairman Church stated the first item on the agenda is the swearing in of our new County Manager, Shane Fox. Mr. Fox was there with his family. Our Register of Deeds, the Honorable Wayne Rash, swore in Mr. Fox. The Board congratulated Mr. Fox.

Chairman Church thanked Wayne Rash for serving as Interim County Manager for the last 6 to 8 months and helping the county through this time.

2. Organizational Meeting

Chairman Church turned the meeting over to the County Manager, Shane Fox, for the yearly organizational meeting to choose a Chair and Vice-Chair. County Manager Shane Fox opened the floor for nominations for Chair of the County Commissioners. Commissioner Mike LaBrose made a motion to nominate Randy Church for Chair. The motion carried unanimously. County manager Shane Fox opened the floor for nominations for Vice-Chair of the County Commissioners. Commissioner Randy Church made a motion to nominate Commissioner Mike LaBrose to be Vice-Chair. Commissioner Jeff Branch made a motion to nominate Patrick Starnes to be Vice-Chair. Commissioner Jeff Branch's motion failed due to a motion already on the floor. County Manager Shane Fox asked for a vote on the first motion for Commissioner Mike LaBrose for Vice-Chair. The vote was four in favor with one opposed. The motion carried.

3. Adoption of 2026 Meeting Calendar

Chairman Church stated he would entertain a motion to accept the 2026 Board of Commissioners Meeting calendar as proposed to the Board. Commissioner Potter made a motion to adopt the calendar as proposed. The motion carried unanimously.

4. Authorization to Apply for USDA REDLG Loan

Jesse Trivette, the Economic Coordinator of Economic Development Commission, requested authorization to apply for the USDA REDLG Loan. Mr. Trivette explained that the REDLG Loan Program provides 0% interest financing to eligible rural utility organizations which then pass those funds to local projects that will create or retain jobs within our rural communities. The REDLG Loan is up to $1 million dollars with 0% interest for up to a 10-year term. This loan requires a 20% match, which would be satisfied with funds appropriated for Evergreene development through the ARC and GoldenLeaf grants. There would be no county money spent on the 20% match portion. The monies have already been appropriated through other grants. The second part is the REDLG Grant. Mr. Trivette explained this is not really a grant but an additional loan. This would be an additional $300,000 with 0% interest for up to a 10-year term. It would require a 20% match by Blue Ridge Energy. Blue Ridge Energy is throwing in another $60,000 to that. So, the total loan we will be asking for is $1,360,000. Both the REDLG Loan and REDLG Grant are pass-through loans. Blue Ridge will pass through to us. The deadline for the Grant Application is December 31, 2025. Mr. Trivette stated they should get some information back from the grant within the next three to six months. If awarded the loan, the borrower must adhere to the Build America by America Act. That means all the products that we use in our building will need to be

made in the United States. Commissioner Branch asked Mr. Trivette what the loan would be used for. Mr. Trivette stated the loan would be used for the construction of a 50,000 sq. ft. shell building at Evergreene that Caldwell County will own and operate. Commissioner Branch made a motion to apply for the USDA REDLG loan. The motion carried unanimously.

Consent

5. Acknowledgment of Reviewal of Bonds

This is for approval and acknowledgment of the review of our surety bonds. This is for the Sheriff, Register of Deeds, Tax Administrator, Finance Director and County Manager.

6. NC Community Foundation Grant Application

The Sheriff's Office is requesting to apply for the NC Community Grant Application. The grant application is for two enclosed trailers and equipment related to search and rescue and natural disaster response for the Sheriff's Office.

7. Acceptance of the North Carolina Railroad Micro-Grant

The acceptance of the North Carolina Railroad Micro-Grant. The North Carolina Railroad will give $50,000.00 to pay for the preliminary engineering report to run sewer from Lenoir to the airport.

8. Health Department Small Debt Write-Off

The Health Department is requesting approval of the Small Debt Write-Off. To update account receivables at the Caldwell County Board of Health meeting, the Board approved the submission of 124 accounts totaling $5,186.45 to the Board of Commissioners for write-off. This is an annual write-off process that we do to clean the books up.

9. Budget Revision - Health

This is an addition of funds through a grant. The grant was received through the Community Care Physicians Network. It's for meeting quality benchmarks and reducing cost in the Medicaid program. This is an additional $41,487.37 coming to the county.

10. DEQ Grant

Maintenance is requesting approval to apply for the DEQ Grant. This would be $3 million. This would be for capital upgrades. This would be money for the county. That process or the approval would begin in 2026.

11. Approval of contractual services with GovTax for Personal Property Auditing

The Tax Department is requesting approval of contractual services with GovTax for Personal Property Auditing. This is not asking for additional money. This is just approving the contract that was included in the 2026 budget process. The one amendment that was added, through the suggestions of our attorneys, is for the Board to cancel the agreement with Evans and Associates Consulting Group. That agreement was dated July 1, 2022, and the county would provide staff with 30 days of written notice to Evans and Associates Consulting Group for the cancellation.

12. Reduction of Interim Manager's salary to return to budgeted ROD salary.

This would be the reduction of the Interim Manager's salary to return to the budgeted Register of Deeds salary.

13. Approval of Minutes from November 3, 2025, Board of Commissioners Meeting

The approval of November 3, 2025, meeting minutes were requested.

14. Amendment to the Audit Contract

Due to the Federal Government Shutdown, the audit schedule of Federal and State awards which is prepared by the Federal Government through mostly DSS and Health grants have been delayed. The overall financial audit is complete. However, the section in the back, which is that schedule for the state awards has not been completed by the audit firm. They expect to have that done this month.

Commissioner LaBrose made a motion to accept the consent agenda as presented. The motion carried unanimously.

Closed Session Pursuant to NCGS 143-318.11(a)(4)

Chairman Church made the motion to enter closed session pursuant to G.S. 143-318.44(a)(4) to discuss a matter related to economic development at 6:24 PM. The motion carried unanimously.

Commissioner Branch made a motion to come out of closed session. The motion carried unanimously.

Adjourn

With there being no more business to attend to, Commissioner Branch made a motion to adjourn at 7:21 PM. The motion carried unanimously.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
January 26, 2026	Economic Development	

AGENDA ITEM # 14

Closed Session Pursuant to NCGS 143-318.11(a)(4)

BACKGROUND

Discuss Project Otis.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

None