Caldwell County
North Carolina
Board of Commissioners Meeting

February 10, 2025 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

AGENDA

Call to Order ***Chairman Randy T. Church***

Invocation ***Jonathon Cook***

Pledge of Allegiance ***Commissioner, Donnie Potter***

Agenda Amendments from the Board, Manager & Public

Agenda Items

1.	Resolution	Honoring Dr. Roger Lim
2.	Resolution	Honoring County Attorney David Lackey
3.	Presentation	System 3 Student Ministry
4.	Items for Decision	Republic Services Cap Agreement Extension
5.	Presentation *Josh Angle*	Presentation Of 2025 Revaluation
6.	Presentation	Public Comment Period
7.	Items for Decision *Josh Angle*	Tax Liens On Real Property
8.	Items for Decision *Randy Church*	New Hire and Reclassification Freeze

Consent

9.	Budget Revisions	Health Department - Additional Helene Funding
10.	Budget Revisions	Health Department-Community Care Physician Network Grant Funding
11.	Budget Revisions	911 Emergency Telephone Fund-Motorola Maintenance
12.	Budget Revisions	Administration - Interim Manager Salary

13.	Items for Decision	CCSO- Request to Submit Application for Governor's Crime Commission Grant
14.	Items for Decision	CCSO- Request to Submit Application for Governor's Highway Safety Grant
15.	Items for Decision	CCSO- Request to Submit Application for OUR Rescue- ESD K9 grant
16.	Items for Decision	DSS- Work First Block Grant
17.	Items for Decision	Ratification of Rescinding Winter Storm State of Emergency
18.	Items for Decision	Foothills Regional Airport - Golden LEAF - Grant Contract
19.	Items for Decision	Appointment of Wayne Rash to Transit Authority
20.	Items for Decision	Appointments to Board of Equalization and Review
21.	Items for Decision	Appointments to Council on Aging
22.	Items for Decision	Approval of Minutes from January 13, 2025, Meeting

Adjourn

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Administration	

AGENDA ITEM # 1

Honoring Dr. Roger Lim

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution for Dr. Roger Lim

CALDWELL COUNTY
RESOLUTION 02-25
RESOLUTION OF APPRECIATION
DR. ROGER BENEMERITO LIM
20 YEARS OF SERVICE

WHEREAS; DOCTOR **ROGER LIM** HAS SERVED THE CITIZENS OF CALDWELL COUNTY AND BURKE COUNTY FOR 20 YEARS. UPON GRADUATING FROM THE UNIVERSITY OF WISCONSIN-MADISON, DR. LIM OBTAINED A DOCTORATE OF MEDICINE FROM THE UNIVERSITY OF WISCONSIN-MADISON IN 2000. HE COMPLETED HIS RESIDENCY IN EMERGENCY MEDICINE AT ALBANY MEDICAL CENTER IN 2003; AND

WHEREAS; THE PRACTICE OF EMERGENCY MEDICINE IN CALDWELL COUNTY IS PARTICULARLY DIFFICULT AND TAKES COMMENDABLE SACRIFICE; AND,

WHEREAS; DR. LIM SERVED AS AN EMERGENCY PHYSICIAN WITH UNC CALDWELL MEMORIAL HOSPITAL FOR 9 YEARS AND SERVED AS THE ASSISTANT EMERGENCY MEDICAL DIRECTOR FOR TWO YEARS; AND

WHEREAS; DR. LIM WAS KNOWN FOR HIS COMMITMENT TO THE SCIENCE OF MEDICINE. DR. LIM, KEPT HIMSELF CONSTANTLY APPRAISED OF THE CURRENT SCIENCE IN HIS FIELD; AND

WHEREAS; DR. LIM WAS KNOWN FOR HIS HARD WORK, DEDICATION, AND SKILL. MANY KNEW DR. LIM TO REPORT EARLY AND LEAVE LATE. DR. LIM WAS WELL-RESPECTED AND WELL-LIKED BY HIS PEERS, INCLUDING NURSES, PHYSICIANS, AND HOSPITAL STAFF. HE IS FONDLY REMEMBERED BY THE PARAMEDICS OF CALDWELL EMERGENCY MEDICAL SERVICES. HE WAS KNOWN TO BE “A TRUE TEAM PLAYER;” AND

WHEREAS; DR. LIM’S CO-WORKERS REMEMBER HIM FONDLY AND SPOKE MUCH OF THEIR APPRECIATION FOR HIM. HE IS ALSO REMEMBERED FOR HIS EXCELLENT CARE BY HIS MANY PREVIOUS PATIENTS. HIS PATIENTS, OFTENTIMES, VISITED HIM ONCE AND CONTINUED TO REMEMBER HIS CARE OVER YEARS. IT WAS REMARKED THAT DR. LIM WAS “THE MODEL EMERGENCY PHYSICIAN AND HE SET THE EXAMPLE TO STRIVE TOWARD” AND THAT “HE WAS ONE OF VERY FEW WHO COULD THREAD THE NEEDLE BETWEEN CREATING A HAPPY PATIENT AND PRACTICING GOOD MEDICINE;” AND

WHEREAS; DR. LIM HELD NUMEROUS PROFESSIONAL CREDENTIALS. HE BELONGED TO THE NORTH CAROLINA MEDICAL SOCIETY AND WAS BOARD CERTIFIED IN EMERGENCY MEDICINE BY THE.; AND

WHEREAS; DR. LIM WAS A DEDICATED HUSBAND TO HIS WIFE APRIL AND FATHER TO HIS SONS GABRIEL AND IAN. HE WAS A FAN OF WINTER SPORTS AND SOCCER WHICH HE ENJOYED PARTAKING IN WITH HIS FAMILY; AND

WHEREAS; DOCTOR ROGER BENEMERITO LIM WAS TAKEN FROM THIS WORLD ON NOVEMBER 16, 2024, DUE TO THE CARELESS ACTIONS OF A DRUNK DRIVER, AFTER WORKING A SHIFT WHERE HE TREATED MORE THAN TWO DOZEN PATIENTS. DR. LIM CONTINUES TO BE MOURNED BY HIS FAMILY, CO-WORKERS, FRIENDS, AND THE CALDWELL COUNTY COMMUNITY; AND,

NOW, THEREFORE BE IT RESOLVED, ON BEHALF OF THE CITIZENS OF CALDWELL COUNTY, THE COUNTY COMMISSIONERS PUBLICLY COMMEND DOCTOR **ROGER BENEMERITO LIM** FOR HIS **20** YEARS OF FAITHFUL SERVICE TO THE CITIZENS OF CALDWELL COUNTY.

Adopted This The 10th, Day of February, 2025

Randy T. Church, Chairman

Michael W. LaBrose, Vice Chairman

Donnie Potter, Commissioner

Jeff Branch, Commissioner

Patrick Starnes, Commissioner

Abby Rich, County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Administration	

AGENDA ITEM # 2

Honoring County Attorney David Lackey

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution for David Lackey

CALDWELL COUNTY
RESOLUTION 03-24
RESOLUTION OF APPRECIATION
DAVID STEVEN LACKEY
43 YEARS OF SERVICE

WHEREAS; DAVID LACKEY HAS SERVED THE CITIZENS OF CALDWELL COUNTY FOR 43 YEARS. UPON GRADUATING CUM LAUDE WITH A BACHELOR OF ARTS DEGREE IN PHILOSOPHY FROM DUKE UNIVERSITY IN 1977, DAVID WORKED FOR THE NATIONAL ASSOCIATION OF ATTORNEYS GENERAL. DAVID OBTAINED A JURIS DOCTORATE FROM THE UNIVERSITY OF NORTH CAROLINA SCHOOL OF LAW IN 1981. HE BEGAN WORKING IN PRIVATE PRACTICE IN CALDWELL COUNTY IN 1981; AND

WHEREAS; DAVID WAS APPOINTED CALDWELL COUNTY ATTORNEY ON NOVEMBER 5TH 1990, SERVING UNTIL DECEMBER 21, 2024. DAVID IS THE LONGEST SERVING COUNTY ATTORNEY IN MEMORY WITH 34 YEARS OF SERVICE. HE WAS DEDICATED TO HIS POSITION AS COUNTY ATTORNEY PROVIDING LEGAL SERVICES IN ALL MATTERS INCLUDING SPECIAL LEGISLATION, PERSONNEL, EMINENT DOMAIN, PUBLIC UTILITIES, ENVIRONMENTAL LAW, CODE ENFORCEMENT, LAND USE PLANNING AND ZONING, ANIMAL CONTROL, CONTRACT LAW, PUBLIC HEALTH, BUILDING INSPECTIONS, LIABILITY INSURANCE, RAILROADS, AND CHAIRING MULTIPLE QUASI-JUDICIAL HEARINGS FOR THE BOARD; AND

WHEREAS; DAVID LED INNOVATIONS IN THE ORDINANCES AND LEGAL OPERATIONS OF CALDWELL COUNTY. HE WORKED THROUGH SIGNIFICANT CHALLENGES WITH THE COUNTY LANDFILL. HE COMPLETED THE FIRST ECONOMIC DEVELOPMENT PROJECT OF ITS KIND BETWEEN THE COUNTY AND MERCHANT DISTRIBUTORS INCORPORATED, AND, AFTER MONTHS OF SIGNIFICANT TOIL, CONCLUDED THE COUNTY'S ECONOMIC DEVELOPMENT PROJECT WITH GOOGLE INCORPORATED IN 2006; AND

WHEREAS; DAVID SERVED AS CHAIRMAN OF THE COMMITTEE CHARGED WITH THE CONSTRUCTION OF THE CURRENT COUNTY JAIL. DAVID'S LEADERSHIP ON THIS COMMITTEE LED TO THE CONSTRUCTION OF A WELL-RESEARCHED, INNOVATIVE, AND EFFECTIVE JAIL FACILITY; AND

WHEREAS; DAVID WAS ADMITTED TO THE NORTH CAROLINA BAR IN 1981. HE IS AN ATTORNEY OF RENOWN IN CALDWELL COUNTY AND THE 36TH JUDICIAL DISTRICT. DAVID IS A MEMBER OF THE CALDWELL COUNTY BAR ASSOCIATION, WHERE HE HAS TWICE SERVED AS PRESIDENT; HE IS ALSO A MEMBER OF THE 36TH JUDICIAL DISTRICT BAR ASSOCIATION WHERE HE HAS SERVED AS PRESIDENT. DAVID HAS ARGUED BEFORE THE NORTH CAROLINA SUPREME COURT AND NORTH CAROLINA COURT OF APPEALS; AND

WHEREAS; DAVID HAS SERVED FOR 10 YEARS ON THE BOARD OF DIRECTORS OF AMOREM, FORMERLY CALDWELL HOSPICE AND PALLIATIVE CARE. HE HAS SERVED AS THE VICE CHAIRMAN OF THE BOARD AND HAS SERVED ON THE EXECUTIVE COMMITTEE FOR UPWARDS OF 5 YEARS; AND

WHEREAS; DAVID HAS REMARKED THAT IT HAS BEEN A SIGNIFICANT HONOR TO SERVE AS COUNTY ATTORNEY. DAVID HAS ENJOYED WORKING WITH THE MANY COMMISSIONERS, 8 COUNTY MANAGERS, MANY DEPARTMENT HEADS, AND STAFF OF THE COUNTY; AND

WHEREAS; DAVID CREDITS HIS PARENTS FOR HIS SUCCESS. THEIR HARD WORK IN THE FURNITURE INDUSTRY AND DETERMINATION FOR THEIR CHILDREN TO SUCCEED LED TO HIS SUCCESSFUL EDUCATION AND CAREER AS AN ATTORNEY. DAVID ALSO CREDITS HIS LONG-TIME PARTNER AND "TREMENDOUS MENTOR" HUGH WILSON WHO HE HAS WORKED WITH SINCE 1985; AND,

WHEREAS; IN RECOGNITION OF HIS SERVICE TO THE LAW AND THE PEOPLE OF CALDWELL. THE COMMISSIONERS SHALL PLACE DAVID STEVEN LACKEY'S PORTRAIT IN THE CALDWELL COUNTY COURTHOUSE.

NOW, THEREFORE BE IT RESOLVED, ON BEHALF OF THE CITIZENS OF CALDWELL COUNTY, THE COUNTY COMMISSIONERS PUBLICLY COMMEND **DAVID STEVEN LACKEY** FOR HIS **43** YEARS OF FAITHFUL SERVICE TO THE CITIZENS OF CALDWELL COUNTY.

Adopted this the 10th, Day of February, 2025

Randy T. Church, Chairman

Michael W. LaBrose, Vice Chairman

Donnie Potter, Commissioner

Jeff Branch, Commissioner

Patrick Starnes, Commissioner

Abby Rich, County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Administration	

AGENDA ITEM # 3

System 3 Student Ministry

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Administration	

AGENDA ITEM # 4

Republic Services Cap Agreement Extension

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Republic Services Letter to Caldwell County 1.30.25

REPUBLIC SERVICES

Sustainability in Action

January 30th, 2025

Board of Commissioners
Caldwell County
905 West Avenue
Lenoir, NC 28645

Re: Extension Temporary Capacity Increase due to debris from Hurricane Helene

Dear Board Members:

Pursuant to the terms of the Agreement for Development, Use, and Operation of New Landfill for Foothills Landfill, Section 5.4(e)(ii)(B) and Board of Commissioners Agenda item #6 on October 14th, 2024, approval to increase capacity for as long as the State of Emergency is in effect in no event less than 6 months, at which time the Board will revisit the matter, and subject to DEQ approval.

Due to the postponement in debris collection and disposal, Republic Services respectfully requests to extend the temporary capacity increase until December 31st, 2025. Foothills recognized a slight increase in October, but the months of November and December returned to normal. Finally, in January the landfill began recognizing a steady increase in volume specifically from Hurricane Helene.

Please feel free to contact me to discuss or with any questions.

Best regards,

18500 N. Allied Way Phoenix, AZ 85054 | Terence Cushing, Senior Corporate Counsel
| TCushing@republicservices.com | 480.627.2349 | RepublicServices.com |
Environmental Services, Recycling & Waste

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Tax	Josh Angle

AGENDA ITEM # 5

Presentation Of 2025 Revaluation

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Administration	

AGENDA ITEM # 6

Public Comment Period

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Tax	Josh Angle

AGENDA ITEM # 7

Tax Liens On Real Property

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. 2024 LIEN ON TAXES MEMO 1-30-2025

MEMORANDUM

TO: Board of County Commissioners

THRU: Donald E. Duncan, Jr., County Manager

FROM: Josh Angle, Tax Administrator

SUBJECT: Tax Liens on Real Property

DATE: January 30, 2025

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 2024 only. Upon receipt of this report, the governing body must order the Tax Administrator to advertise the tax liens.

2024 Number of outstanding accounts:	6,926
2024 Dollar amount outstanding:	$2,908,938.54

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

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Administration	Randy Church

AGENDA ITEM # 8

New Hire and Reclassification Freeze

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Health	

AGENDA ITEM # 9

Health Department - Additional Helene Funding

BACKGROUND

The Health Department has received new funding from the state for hurricane mitigation. This budget revision allows those funds to be spent.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% grant funds, no local dollars

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- Health Department- Additional Helene Funding

Budget Revision # _____

Item No. _____

Board Action Date _____

Caldwell County Board of Commissioners

BUDGET REVISION

Board Meeting _____

Subject: 122 Hurricane Helene Essential

Background and explanation for the Budget Revision:

The Caldwell County Health Department received an Agreement Addendum the amount of $800,010 This Agreement Addendum provides funding for the Local Health DepartmentI. Purpose:
This Activity provides financial relief to the North Carolina local health departments and districts in counties under federal major disaster declaration number FEMA DR-4827-NC which are restoring their essential functions and addressing the post-disaster needs of the local public health system during recovery

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

SUPPLEMENTAL APPROPRIATION

Revenues: Increase / Decrease (Circle One)

Line Item #	Title	Amount
10.5110.330000.10203	Hurrican Helene Esse	800,010.00
Total		**800,010.00**

Expenditures: Increase / Decrease (Circle One)

Line Item #	Title	Amount
10.5110.412100.10203	Salaries	200,000.00
10.5110.426000.10203	Supplies	300,000.00
10.5110.444100.10203	Contractual	300,010.00
Total		**800,010.00**

Attachments (Yes or 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
Anna Cook	1/22/25				

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Health	

AGENDA ITEM # 10

Health Department-Community Care Physician Network Grant Funding

BACKGROUND

This budget revision allows the Health Department to use grant funds from the Community Care Physician Network (CCPN).

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

100% grant funds with no local match. $14k was received in prior fiscal year so it shows as a fund balance appropriation to carry it forward to the new year.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision Health Department- CCPN Funding

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

Caldwell County Health Department received funding from Community Care Physician Netowrk (CCPN). This funding includes grant funding to purchase a new EMR and any expenses that may arise during this transition and incentves for closed care gaps.,

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
10.5116.330000.10196	Grant Revenues	I	$	20,000.00	10.5116.429000.10196	Grant Expenditures	I	$	34,648.00
10.98000.397000	Fund Balance App	I	$	14,648.00					
Total				**34,648.00**	**Total**				**34,648.00**

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
Anna Cook	1/22/25		01/22/25		

Board of Commissioners Meeting

Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Emergency Services	

AGENDA ITEM # 11

911 Emergency Telephone Fund-Motorola Maintenance

BACKGROUND

This budget revision covers the cost of a maintenance contract with Motorola that is only billed once every three years.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

Paid for with fund balance appropriation in the 911 fund. No local tax dollars.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- 911 Fund Contractual Fees Motorola
2. Motorola Radio Upgrade 2.3.25

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This revision allows the county to pay for a support agreement with Motorola from the Emergency Telephone fund. It was not included in the original budget as its only billed once every three years.

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
13.3000.397000	Fund Balance App	I	$	68,685.00	13.4309.444100	Contractual	I	$	68,685.00
Total				**68,685.00**	**Total**				**68,685.00**

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
			01/10/25		

MOTOROLA SOLUTIONS

ORIGINAL INVOICE

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Transaction Number	Transaction Date	Transaction Total
1188083683	02-DEC-2024	68,684.08 USD

P.O. Number	P.O. Date	Customer Account No
		1000243444

Payment Terms	Payment Due Date
Net Due in 30 Days	01-JAN-2025

Visit our website at www.motorolasolutions.com

Bill To Address

CALDWELL COUNTY
ATTN: Accounts Payable
PO BOX 2200
LENOIR NC 28645
United States

IMPORTANT INFORMATION

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): USC000142270

SPECIAL INSTRUCTIONS / COMMENTS
General Comment: BILLING FOR YOUR SERVICE AGREEMENT #USC000142270

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	SSV01S01625A	ASTRO SYSTEM UPGRADE AGREEMENT II CC	1	51,019.20	51,019.20
2	SSV01S01628A	ASTRO SUA FIELD IMPLEMENTATION SVC CC	1	5,709.24	5,709.24
3	SSV01S01631A	SUA RELEASE IMPLEMENTATION TRAINING CC	1	8,511.84	8,511.84

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number	Customer Account No	Payment Due Date	Transaction Total	Amount Paid
1188083683	1000243444	01-JAN-2025	68,684.08 USD	

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

CALDWELL COUNTY
ATTN: Accounts Payable
PO BOX 2200
LENOIR NC 28645
United States

Send Payments To:

MOTOROLA SOLUTIONS
Motorola Solutions, Inc.
P.O. BOX 404059
Atlanta GA 30384
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

100000 02 05 000102 000281 P

MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number	Transaction Date	Transaction Total
1188083683	02-DEC-2024	68,684.08 USD

P.O. Number	P.O. Date	Customer Account No
		1000243444

Payment Terms	Payment Due Date
Net Due in 30 Days	01-JAN-2025

USD Subtotal	65,240.28
USD Total Tax	3,443.80
USD Total	68,684.08
USD Amount Due	68,684.08

100000 03 05 000102 000282 P

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

Motorola Radio Console Upgrade

The current invoice from Motorola Solutions in the amount of $68,684.08 is part of a 9-year contract that was signed Caldwell County (Jason Pennell) as part of a system upgrade plan for the radio dispatch consoles in the 9-1-1 Communications Center. As per the contract, it would be invoiced at $65,240.28 every 3rd year or when VIPER upgrades their system. As per the SUAIII proposal, the contract started in 2019 and would be billed 2021, 2024, and 2027.

Attached is a copy of the SUAII agreement and the signed agreement.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

1299 E Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: USC000142270
Contract Modifier:

Date: 24-JUL-2019

Company Name:	Caldwell County
Attn.:	
Billing Address:	Po Box 2200
City, State, Zip Code:	Lenoir, NC 28645
Customer Contact:	
Phone:	

P.O.#:	N/A
Customer #:	1000243444
Bill to Tag#:	0003
Contract Start Date:	01-JUL-2019
Contract End Date:	30-JUN-2028
Payment Cycle:	SPECIAL
Currency:	USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SVC	$236.44	$25,535.52
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATION SVC	$158.59	$17,127.72
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$1,417.20	$153,057.60
		Sub Total	$1,812.23	$195,720.84
		Taxes	$0.00	$0.00
		Grand Total	$1,812.23	$195,720.84

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Invoiced $65,240.28 every third year or when VIPER upgrades.

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS

Subcontractor(s)	City	State
T4 SUA FIELD IMPLEMENTATION	Lawrenceville	GA
NIO SSA Team	Schaumburg	IL
T4 SUA UPGRADE OPERATIONS	Lawrenceville	GA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Jason Pennell — Communications Director — 08/04/2021
AUTHORIZED CUSTOMER SIGNATURE — TITLE — DATE

Jason Pennell
CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE) — TITLE — DATE

LIFECYCLE SUSTAINMENT SERVICES

MOTOROLA SOLUTIONS

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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6/15/2022

Jason Pennell
Caldwell County
Communications Director
Lenoir, NC 28645

Subject: VIPER SUAIII

Dear Mr. Pennell:

Motorola Solutions, Inc. (“Motorola Solutions”) is pleased to have the opportunity to provide Caldwell County with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs with our VIPER SUAIII Console Upgrade Contract.

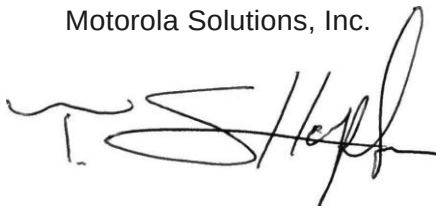
The VIPER Statewide Radio Network was upgraded to Motorola software version 7.17.3 in 2019 and now beginning in March all dispatch centers and PSAP’S with VIPER MCC7500 consoles will be upgraded to match the version software in order to continue operation on the VIPER Network. Logging equipment connected to the upgrade is not included . VIPER signed a SUAIII with Motorola that will run 9 years with a system upgrade to the latest version every three years.

Motorola has included in this proposal your SUAIII Pricing, Contract, and SOW. Any questions can be directed to your Motorola Solutions Senior Account Executive, Taylor Rawls, at 704-577-9616 or Kelly Nix, your Motorola Customer Service Manager at 704-607-1839.

We thank you for the opportunity to furnish Caldwell County with “best in class” solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Scott Hopkins
Area Sales Manager North Carolina

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SUAIII AGREEMENT 4-1

MOTOROLA SOLUTIONS

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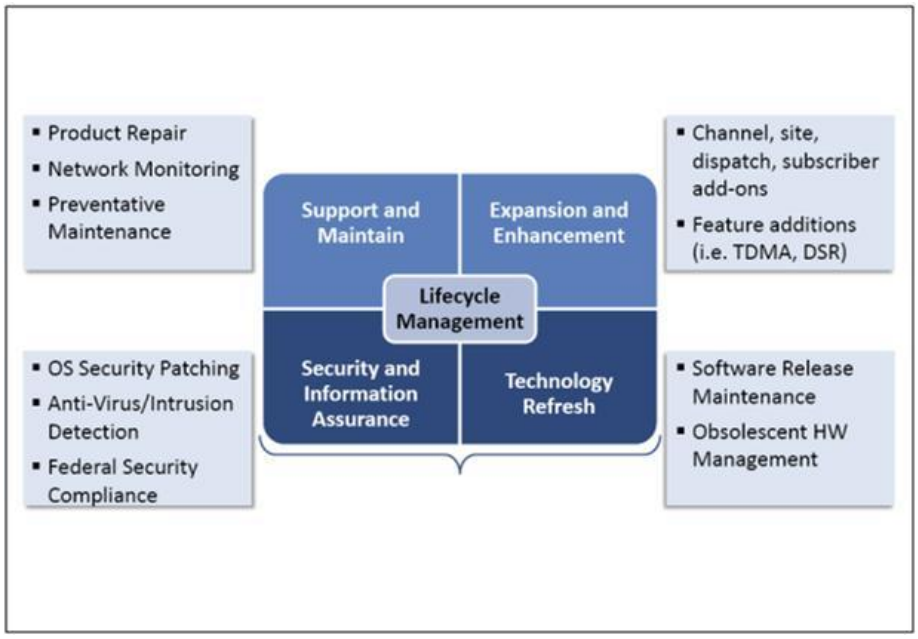
SECTION 1

LAND MOBILE RADIO LIFECYCLE SUSTAINMENT

1.1 OVERVIEW

Lifecycle management of your Land Mobile Radio network (LMR network), also referred to as ASTRO 25 system, is critical to keeping it secure, operational, expandable, and up-to-date. Throughout the lifecycle of your LMR network, maintenance and sustainment activities will be required. (Refer to the diagram below.)

Some activities will occur daily (for example, network health monitoring), as needed (for example, lightning strike damages equipment), while others will occur in accordance with the cadence of your lifecycle plan (for example, periodic updates of computers and software). Through a lifecycle sustainment plan and with custom-tailored lifecycle products and services your LMR network will be able to support your communications requirements well into the future.



Your ASTRO 25 LMR network is an integrated end-to-end solution that delivers mission-critical LMR services. The foundation of the ASTRO 25 network is an information technology (IT) based call processing core that incorporates both Motorola and third-party Original Equipment Manufacturer (OEM) software and hardware components. These components follow typical IT industry lifecycles and eventually require replacement due to obsolescence. As with IT computing platforms and other enterprise business systems, the pace of technology obsolescence is primarily driven by commercial OEM products that frequently change and transition into declining levels of support and availability. Consequently, systems without a plan for regular updates can become increasingly difficult and expensive to repair and may also become more vulnerable to security attacks. Additionally, un-updated systems may not be able to take advantage of advancements in

technology that provide enhanced features and performance and may be limited in their ability to expand. Development of a lifecycle sustainment plan provides a roadmap for anticipating and implementing actions to address obsolescence and support limitations. A well developed lifecycle sustainment plan provides these benefits:

1. **Operations sustainment:** Ability to maintain highest level of performance and functionality of system operations.
2. **Network security and information assurance:** Protection against system vulnerabilities that may compromise network security and confidential information. Compliance to these security requirements (NIST 800-53, NENA NG911, DHS 4300, DOD 8500.2, etc).
3. **Support for growth and expansion:** Ability to add users, channels and features; expand system coverage and capabilities and/or add-on new agencies.
4. **Fiscal stability:** Planned fiscal approach for system maintenance mitigating risk of unplanned expenses. Inability to fund required maintenance services can result in degradation of operation.
5. **CapEx Return on Investment (ROI):** Protection against premature deterioration and obsolescence and extension of the system lifespan, thereby reducing the total cost of ownership.

1.2 SYSTEM UPGRADE AGREEMENT III

In order to keep your LMR system current we offer the System Upgrade Agreement III (SUA IIII). This is a complete package of hardware, software, and professional services required to update the ASTRO 25 system, up to once in a three-year period, to a level consistent with the currently supported release under the Motorola Software Support Program.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. The SUA III provides a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola.

Included features

Features Descriptions	SUA IIII
Platform Release – (New System Release) Ex. A7.16 to Platform Release A7.17	✓
Incremental Enhancements (Orderable Features and Bug Fixes) - Ex. A7.17.1	✓
Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components	✓
Platform HW and SW update in a 3-year period[1] [2]	✓
Professional implementation services to upgrade your live system	✓

[1] As major system releases become available, Motorola will provide you with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for your ASTRO 25 system.

[2] Hardware updates include version updates and/or replacements for Motorola field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of Gold Elite consoles and QUANTAR base radios are not included in this update.

- Incremental enhancements may include Motorola software bug fixes and new orderable/purchasable features.
- Platform releases include commercial OS and application software updates as well as Motorola system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola personnel at customer site to execute upgrade.

LIFECYCLE STATEMENT OF WORK

The following SUA III Statement of Work fully describes the SUA III offering.

ASTRO 25 SYSTEM UPGRADE AGREEMENT III (SUA III) STATEMENT OF WORK

1.0 Description of Service and Obligations

1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a three-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 or Year 3 of the coverage period. To be eligible for the ASTRO 25 SUA III, the ASTRO 25 system must be at system release 7.7 or later.

1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.

1.4 The price quoted for the SUA III requires the Customer to choose a certified system upgrade path from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the certified system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.

1.5 ASTRO 25 SUA III entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA III: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

1.7 Product programming software such as Radio Service Software (“RSS”), Configuration Service Software (“CSS”), and Customer Programming Software (“CPS”) are also covered under this SUA III.

1.8 ASTRO 25 SUA III makes available the subscriber radio software releases that are shipping from the factory during the SUA III coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA III coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA III coverage.

1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a three-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :

1.10.1 Servers
1.10.2 PC Workstations
1.10.3 Routers
1.10.4 LAN Switches

1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:

1.11.1 GTR 8000 Base Stations
1.11.2 GCP 8000 Site Controllers
1.11.3 GCM 8000 Comparators
1.11.4 MCC 7500 Console Operator Positions
1.11.5 STR 3000 Base Stations
1.11.6 Quantar Base Stations
1.11.7 Centracom Gold Elite Console Operator Interface Electronics
1.11.8 Centracom Gold Elite Central Electronics Banks
1.11.9 Ambassador Electronics Banks
1.11.10 Motorola Gold Elite Gateways
1.11.11 ASTROTAC Comparators
1.11.12 PSC 9600 Site Controllers
1.11.13 PBX Switches for Telephone Interconnect
1.11.14 NFM/NFM XC/MOSCAD RTU

1.12 The ASTRO 25 SUA III does not cover all products. Refer to section 3.0 for exclusions and limitations.

1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a three-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the certified system upgrade are not included.

1.14 As system releases become available, Motorola will provide up to once in a three-year period the following software design and technical resources necessary to complete system release upgrades:

1.14.1 Review infrastructure system audit data as needed.
1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
1.14.5 Program management support required to perform the certified system upgrade.
1.14.6 Field installation labor required to perform the certified system upgrade.
1.14.7 Upgrade operations engineering labor required to perform the certified system upgrade.

1.15 ASTRO 25 SUA III pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA III price adjustment.

1.16 The ASTRO 25 SUA III applies only to system release upgrades within the ASTRO 25 7.x platform.

1.17 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

2.0 Upgrade Elements and Corresponding Party Responsibilities

2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

2.1.1 Motorola responsibilities

2.1.1.1 Obtain and review infrastructure system audit data as needed.
2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
2.1.1.5 Inform Customer of high speed internet connection requirements.
2.1.1.6 Assign program management support required to perform the certified system upgrade.
2.1.1.7 Assign field installation labor required to perform the certified system upgrade.
2.1.1.8 Assign upgrade operations engineering labor required to perform the certified system upgrade.

2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

2.1.2 Customer responsibilities

2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.

2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.

2.1.2.3 Assist in site walks of the system during the system audit when necessary.

2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.

2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.

2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

2.2.1 Motorola responsibilities

2.2.1.1 Perform appropriate system backups.

2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

2.2.2 Customer responsibilities

2.2.2.1 Validate system maintenance is current.

2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.

2.3 System Upgrade

2.3.1 Motorola responsibilities

2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.2 Customer responsibilities

2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.

2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities

2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.4.2.3 Provide Motorola with upgrade completion sign off.

3.0 Exclusions and Limitations

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA III, unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 The parties acknowledge and agree that the ASTRO 25 SUA III does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/Vesta/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

3.3 ASTRO 25 SUA III does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

3.4 ASTRO 25 SUA III does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton or McAfee).

3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA III are not included in the coverage of this SOW, unless otherwise agreed to in writing by Motorola.

4.0 Special provisions

4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA III.

4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

4.3 ASTRO 25 SUA III services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

4.4 ASTRO 25 SUA III coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA III program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA III services applicable to the terminated period.

4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

4.6 The SUA III annualized price is based on the fulfillment of the three-year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

APPENDIX A – ASTRO 25 STANDARD SYSTEM RELEASE UPGRADE PATHS

Platform Release	Certified Upgrade Paths	
Pre-7.7	**Upgrade to Current Release**	
7.7		
7.8		
7.9		
7.11	NA	7.14
7.13	7.14	7.15
7.14	7.15	7.16
7.15	7.16	7.17
7.16	7.17	7.18
7.17	7.18	A2019 (Planned)

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

APPENDIX B - SYSTEM PRICING CONFIGURATION

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA III price adjustment.

Master Site Configuration (M1, M2, M3, L1, L2, K1, K2)	**M3**
# of Master Sites	
# of DSR Sites	
System Level Feature Inputs	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	
# MOSCAD NFM RTU (typically 1 per site location)	
# of Total Network Management Clients	
# MOSCAD NFM / SDM Clients	
Does Customer have Unified Network Services (UNS)? **(Yes =1, No=0)** (ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR)	
Telephone Interconnect (One per system)	
InfoVista - Transport Network Performance Service (One per system)	
Security Inputs	
# of Firewalls in System	
# of Intrusion Detection Sensors (IDS)?	
Does system have Centralized Event Logging [SysLog]? **(Yes =1, No=0)**	
Does system have Zone Core Protection (ZCP)? **(Yes =1, No=0)**	
Does system have Radio Authentication? **(Yes =1, No=0)**	
Does system have Information Assurance (IA) Master?	
Does system have Information Assurance (IA) Remote?	
RF Site Inputs	
# Simulcast Prime Sites (including co-located/redundant)	
# RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	
#Stations = GTR	
#Stations = HPD	
#Stations = Quantar	
#Stations = STR	
# SmartX Site Converters	
Dispatch Site Inputs	
# of Dispatch Site Locations	**2**
# Gold Elite Consoles	
# MCC 7500 (GPIOM)	
# MCC 7500 (VPM)	**10**
# MCC 7100	
# of MIP 5000	
# AIS (GPIOM)	

# AIS (VPM)	
# of CCGWs	
Subscriber Inputs	
# Voice Subscribers	
Training - Included in All SUA & SUAII Quotes - This is auto-calculated	
Training: Impact Training (1 Day)	
Training: Implementation Training (3 Days)	
Third Party Inputs	
Does the customer have Nice Logging recorders? (IP, Telephony, or Analog)	
Does the customer have Verint Logging recorders? (IP, Telephony, or Analog)	
Does the customer have Mach Alert? (from DCR)	
Does the customer have Genesis applications?	

LIFECYCLE MANAGEMENT PRICING

The table below summarizes pricing for nine (9) years. Motorola will provide up to one (1) upgrade in a three-year period. **The Term of the Agreement begins on the Effective Date and continues for nine (9) years.** The payments are due every third year and will be invoiced upon the first day of the fiscal year as outlined in the table below, unless accelerated per the following:

1. If the upgrade is pulled forward and occurs in year 1 or 2 of the three year window, the customer will be invoiced upon completion of the upgrade, in that corresponding year.
2. In the event this contract is terminated early, the prorated amount of the upgrade price for the 3-year upgrade window would become due.

Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

Lifecycle Products (NSAD)	2018	2019	2020	2021	2022
System Upgrade Agreement SUA III		start		$65,240.28	
Lifecycle Products (NSAD)	**2023**	**2024**	**2025**	**2026**	**2027**
System Upgrade Agreement SUA III		$65,240.28			$65,240.28

SUAIII Agreement

Motorola Solutions, Inc. ("Motorola") and Caldwell County, ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System Upgrade Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows.

SECTION 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through C will be resolved in their listed order.

Exhibit A Motorola Software License Agreement
Exhibit B Motorola's Proposal, SUAIII Statement of Work
Exhibit C Pricing and Payment Schedule

Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

2.2. "Effective Date" means that date upon which the last Party executes this Agreement.

2.3. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.6. "Non-Motorola Software" means Software that another party owns.

2.7. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.8 "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment, and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.9 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

2.10 “Software” means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF SERVICES AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit B. At Customer’s request, Motorola may also provide additional services at Motorola’s then-applicable rates for the services. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this contract. Customer will appropriate according to the Exhibit C Payment Schedule and payments can be processed solely against this Agreement.

4.2. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or Services to be provided by Motorola, if the substitute meets or exceeds the specifications described in Exhibit B, and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

4.3 MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.4. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

4.5. INSTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for nine (9) years.

Section 5 EXCLUDED SERVICES

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium. The SUAIII Statement of Work also includes various exclusions and limitations on the services.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1. CONTRACT PRICE. The Contract Price in U.S. dollars is $195,720.84. The Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software, and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

7.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer in accordance with the pricing schedule in Exhibit C and Customer will make payments to Motorola within (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3 FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to Software will not pass to Customer at any time.

SECTION 8 WARRANTY

8.1. SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 9 DEFAULT/TERMINATION

9.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

9.3. IN THE EVENT CUSTOMER ELECTS TO TERMINATE THIS AGREEMENT FOR ANY REASON OTHER THAN DEFAULT, CUSTOMER SHALL PAY MOTOROLA A PRO-RATED FEE OF THE THREE-YEAR UPGRADE PRICE BASED ON THE DATE OF TERMINATION AS IT RELATES TO THE UPGRADE WINDOW.

SECTION 10 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or Services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

SECTION 11 EXCLUSIVE TERMS AND CONDITIONS

11.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

11.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

SECTION 12 CONFIDENTIALITY

12.1 Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of expiration or termination of this Agreement, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

12.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

12.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such

disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

12.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 13 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

15.2 NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

15.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

15.4 LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

15.5 CONFIDENTIALITY. All communications pursuant to subsections 14.2 and 14.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

SECTION 16 GENERAL

16.1 TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2 ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Judy Jean-Pierre, Sr. Counsel
Legal, Government Affairs & Corporate Communications
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

Caldwell County
Attn: _____
_____
_____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations or those of any other federal, state, or local government agency, required for the installation, maintenance, or operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11 MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

16.12 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

16.13 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.2 (Disclaimer of Implied Warranties); Section 10 (Limitation of Liability); and Section 12 (Confidentiality); Section 13 (Preservation of Motorola Proprietary Right; Section 15 (Disputes); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Caldwell County**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. (“Motorola") and Caldwell County (“Licensee”). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of

this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or

reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of North Carolina. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Administration	

AGENDA ITEM # 12

Administration - Interim Manager Salary

BACKGROUND

This budget revision appropriates funds from fund balance to cover the cost of creating the new Assistant County Manager position and appointing an Interim County Manager immediately upon the departure of the existing manager.

RECOMMENDED MOTION

Approve Budget Revision

BUDGET IMPACT

Fund balance appropriation from the General Fund

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Budget Revision- Interim Manager Salary

Budget Revision # _____

Item No. _____

Date: _____

Caldwell County Board of Commissioners

BUDGET REVISION

Subject:

Background and explanation for the Budget Revision:

This budget revision is necessary to cover the vacation payout for the departing county manager and to cover the increased salary for the new assistant county manager for January and February as well as the increased salary for the interim manager to take affect March 1 and last the rest of the fiscal year which ends in June

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	$	34,324.00
Total				**34,324.00**

Line Item #	Title	I/D		Amount
10.4110.412100	Salaries	I	$	28,308.00
10.4110.418100	FICA	I	$	2,166.00
10.4110.418200	Retirement	I	$	3,850.00
Total				**34,324.00**

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
			01/22/25		

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Sheriff's Office	

AGENDA ITEM # 13

CCSO- Request to Submit Application for Governor's Crime Commission Grant

BACKGROUND

The Governors Crime Commission grant will be written under the section for Statewide accreditation. The funding cap for this grant is $75,000 per year and the grant is a two year lifecycle so the application total would be $150,000.
The purpose of this project is for the Caldwell County Sheriff's Office to achieve NCLEA Accreditation. CCSO will contract a policy platform provider to rewrite procedures and hire a part-time Accreditation Assistant. Accreditation is evidence based, derived from research, proven methodologies, and professional consensus.

RECOMMENDED MOTION

Approve to submit.

BUDGET IMPACT

This is a zero match grant so there will be no budget impact.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Sheriff's Office	

AGENDA ITEM # 14

CCSO- Request to Submit Application for Governor's Highway Safety Grant

BACKGROUND

The Caldwell County Sheriff's Office does not have any traffic safety teams or units. Currently, we have 8 individual deputies assigned to each shift to handle the call volume of the county. In the month of November 2024, the Caldwell County Sheriff's Office received 3,185 calls for service and took 259 reports. This does not leave enough manpower to assist in enforcing traffic violations.
By utilizing overtime to produce the manpower needed to perform saturation patrols and checkpoints, we are hoping to reduce the incidents of crashes, fatalities, and traffic violations. Using a data driven approach along with information received from the public, areas will determined where they are needed and will be of the best value to the communities.
This grant will reimburse the county 85% of the funding used on manpower for these operations.

RECOMMENDED MOTION

Approve to submit.

BUDGET IMPACT

There would be no budget impact should the grant not be approved. The Sheriff's Office would either scale back the overtime if the budget got tight or pay it directly like we do now.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Sheriff's Office	

AGENDA ITEM # 15

CCSO- Request to Submit Application for OUR Rescue- ESD K9 grant

BACKGROUND

OUR rescue is a grantee that has provided the Sheriff's Office in the past with a forensic computer to assist in the ICAC and SVU cases that we receive. This grant will expand our program even more with the acquisition of an ESD K9. These K9's are trained to locate electronic storage devices such as a USB or micro SD card that store files. OUR rescue has agreed to fund:

- Electronic Storage Detection (ESD) K9 acquisition, initial certification fees for handler and ESD K9.
- Travel to/from participating agency, lodging, and if needed, rental vehicle for the two-week initial certification course. (Wages and per-diem are the responsibility of the LEA)
- OUR approved ESD K9 gear and equipment for initial certification. Includes supplies needed for the initial certification phase of the dog (Leash, utility type strap/vest, chew toys, bowls, etc.)
- Annual recertification fees for the ESD K9 only. (Travel, hotel, per diem, rental vehicle, etc. are not included for annual ESD recerts and are the responsibility of the LEA)

- Monthly stipend of $80 for dog food, for the working life of the K9.
- Routine vet appointment expenses. Shots, medication, exams and physicals for the working life of the K9. Surgery and emergency care is not included.
- K9 trading cards.

RECOMMENDED MOTION

Approve to accept the grant

BUDGET IMPACT

The only budget impact would be for the handler's per diem rates for meals and his wages for hours worked in training. Then for annual recertification the Sheriff's Office would be similar to a requisition for training. The other possible impact would be if the K9 would have to go to Emergency Vet but this would fall under the current K9 budget.

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	DSS	

AGENDA ITEM # 16

DSS- Work First Block Grant

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Work First Block Grant Plan Memo 2.4.25
2. Caldwell County 2026-2028 Work First Block Grant

COUNTY OF CALDWELL

Department of Social Services

Memorandum

Date: February 4, 2025
To: Donald Duncan, County Manager
From: Kimberly Arnett, Director
RE: Work First Block Grant Plan

I am writing this memo to give history of the Work First Block Grant and Electing County Plan as well as outline the requirement and purpose of the commissioners' approval. This item is set on the consent agenda for the Commissioner's Meeting, February 10th.

Around '96-'97, the State gave counties an option to become an "Electing County," electing to utilize their cash savings from a reduced Work First (WFFA) caseload in varied ways. This gave counties flexibility to come up with better plan to utilize these funds. Currently, approximately 7 counties are an electing county.

At that time, the State used a set formula to determine the amount of WFFA funds each county received and that formula is still used today. Our county typically has around 400K-500K in cash savings that is used to support other positions in the Department. However, before these funds can be assessed, the county is required to expend all of our Maintenance of Effort (MOE) funds, which for this fiscal year is $546,172. Our MOE money is used to pay for our two Community in Schools social workers, our two Childcare Assistance workers and our one WFFA worker. Then, the cash savings we receive is mostly utilized in our Child Welfare program area as a supplement since most of the funding in that area is capped by the State and ends up being all county money.

This electing county status has been highly beneficial for our county since the beginning. However, if the State ever takes that option from counties or we fail to meet performance standards as outlined in the WFFA Block Grant Plan for two years then, we would be in a position to make up that supplemental funding for Child Welfare staffing.

As part of being an electing county, we must develop a plan to meet performance standards every two years that includes involvement and input from other community agencies. We must also provide an avenue for public comment. After this all has been completed, it is required that the commissioners approve the plan in order for DSS to operationalize the plan.

Please let me know if you have any further questions.

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.

CALDWELL COUNTY
WORK FIRST BLOCK GRANT PLAN
2026 – 2028

Kim Arnett, Director
Mandy Woody, Supervisor
Caldwell County Department of Social Services
2345 Morganton Blvd. SW Suite A
Lenoir, NC 28645
mwoody@caldwellcountync.org
(828) 426-8200 or (828) 426-8276
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I. CONDITIONS WITHIN THE COUNTY

Caldwell County is the 48th largest county in North Carolina by population. Caldwell County experienced a population increase between 2021 and 2022 of 0.0136%. The population was 80,705 in 2021, and it increased to 80,716 in 2022. There are eight incorporated communities ranked by population as follows: Lenoir, Sawmills, Granite Falls, Gamewell, Hudson, Cajah's Mountain, Rhodhiss and Cedar Rock. Caldwell County also experienced a 7.85% increase in the median household income from 2021 to 2022. The median household income grew from $48,549 in 2021 to $52,362 in 2022. (https://datausa.io/profile/geo/caldwell-county-nc/)

In 2023 13.3% of Caldwell County's 80,705 population lived below the poverty line. Caldwell County's average was 6.4% higher than the national average which was 12.5%. The largest demographic living in poverty were females within the ages of 25-34, followed by females within the ages of 35-44 and then males within the ages of 6-11. The most common racial or ethnic group living below the poverty line during this time was Caucasian followed by Hispanic and other. (https://datausa.io/profile/geo/caldwell-county-nc/)

Caldwell County Employment grew at a rate of 1.43% from 2021 to 2022. This resulted in an increase from 35,900 employees to 36,400 employees. The most common job sectors in Caldwell County by the number of people living in the county are:

- Manufacturing (26.65% - 8,607 employees),
- Retail Trade (11.72% - 4,265 employees),
- Health Care and Social Assistance (11.68% - 4,253 employees)

(https://datausa.io/profile/geo/caldwell-county-nc/)

Caldwell County's unemployment rate has seen steady improvement over the years

Month / Year	County Rate	State Rate	National Rate
January 2020 – December 2020	6.5%	7.2%	8.1%
January 2021 – December 2021	3.5%	4.9%	5.3%
January 2022 – December 2022	3.4%	3.7%	3.6%
January 2023- December 2023	3.4%	3.5%	3.6%
January – October 2024	3.6%	3.7%	4.1%

(https://www.nccommerce.com/)

On Thursday, October 10, the community is invited to attend the Family-Friendly Manufacturing Career Night, hosted by Caldwell Community College and Technical Institute (CCC&TI) at the Broyhill Center for Advanced Technology. This free event, sponsored by Exela Pharma Sciences, is designed to immerse young students and their families in manufacturing through hands-on exhibits, demonstrations, and conversations with industry professionals. The event will feature interactive displays that focus on the mechanical and engineering aspects of manufacturing, allowing students to see firsthand how various technologies are used in production. Representatives from local manufacturers will be available to discuss job opportunities and pathways, including the importance of post-secondary training and technical education. Students can also win door prizes, including Amazon and Walmart gift cards, making the event even more engaging for families. Thanks to Exela Pharma Sciences, dinner will be provided during the open house, making it a welcoming event for the whole family. The open house perfectly complements the classroom presentations, giving students and their parents/guardians a broader understanding of the real-world applications of manufacturing careers and the local resources available to help them pursue those careers.

Caldwell County's commitment to manufacturing is clear. By working closely with schools, community colleges, and local manufacturers, Caldwell County Economic Development aims to inspire and educate students about the possibilities that await them in the manufacturing industry. Through these events, students and families will learn about various career paths and the critical role manufacturing plays in the county's economic development. Join us this Manufacturing Week to celebrate the local manufacturers driving Caldwell County forward and to learn more about the exciting and rewarding careers that manufacturing offers!
(https://www.caldwelledc.org/news/p/item/59748/inspiring-future-innovators-caldwell-county-celebrates-national-manufacturing-week)

One of the big issues within Caldwell County is a lack of transportation. On Monday August 5, 2024 Greenway public transportation started an on demand ride service for parts of Caldwell County. This is a piolet project for a new micro-transit zone in Caldwell County. Those within the zone could purchase on demand transportation services for the price of $2.50 per ride between 7 a.m. and 5 p.m. The zone is part of an initiative by the company and by local municipalities to improve the quality of transportation available to county residents, said Greenway mobility manager Kaylan Kelley. The pilot project started on Monday, Aug. 5, with a single driving serving a roughly triangular zone that covers Lenoir, Hudson, portions of Cajah's Mountain and Gamewell (along Morganton Boulevard and to the east), according to an interactive map found through mygreenway.org.

(https://www.newstopicnews.com/archives/greenway-public-transportation-starts-on-demand-ride-service-for-parts-of-caldwell-county/article_697b9aba-e02c-597c-8add-9bff05f595f0.html

II. PLANNING PROCESS

A. Planning Committee

Planning committee task force members invited to participate in the planning and development of the Caldwell County Electing Plan included representatives from the Board of Social Services, Caldwell County Schools, Division of Vocational Rehabilitation, RHA, Workforce Development, local community partners and others.

Planning Committee Members

1. Megan Parsons, Vocational Rehabilitation
2. Sharon Harmon, Yokefellow
3. Kim Anderson, NC Works Career Center
4. Christyn Grant, Jonas Hill
5. Brittany Bonn, Helping Hands
6. Tracy Irvine, RHA
7. Shellie Bowlin, Robin's Nest Child Advocacy Center
8. Ryan Cooper, Caldwell County Schools
9. Aaron Smith, BRCA
10. Brandy Dunlap, CCC&TI
11. Ashley Bolick, Workforce Development
12. Keith Hindman, Communities in Schools
13. Michael Bowman, Greenway
14. Hannah Romero, Smart Start
15. Lisa Clontz, Shelter Home
16. Dustin Burleson, VAYA Health
17. Anna Cook, Public Health
18. Bryan Moore, Chamber of Commerce
19. Mandy Woody, Childcare Subsidy DSS
20. Laura Harrison, Child Welfare DSS
21. Bryon Robbins, Child Support DSS
22. Callie Sherrill, WFFA DSS
23. Mary Patterson, Emergency Assistance DSS
24. Jennifer Compaleo, FNS DSS
25. Chris Conley, Business Operations DSS
26. Crystal Henderson, Staff Development DSS
27. Kim Arnett, Director DSS
28. Jerrell Suddreth, DSS Board
29. Chapel Davis, DSS Board
30. Donnie Potter, DSS Board, County Commissioner
31. Diane Dunn, DSS Board

B. Public Comment

The plan was made available for public comment period between February 3, 2025 and February 7, 2025. The plan was placed on the county website as well as a copy for viewing and comment was made available at the Caldwell County Department of Social Services. An article was placed in the county newspaper (The News-Topic) and information was included on the county television network.

C. Planning Development

The Caldwell County Board of Commissioners unanimously voted to request Electing Status for the Work First Program for fiscal years 2025-2028 at their February 10, 2025 regular board meeting. A task force/planning committee was approved, selected, and organized to develop a plan for Caldwell County's new Electing County Block Grant cycle. When we invited our planning committee we made it clear that we wanted to work with our community partners on ways that we could use these funds to better support employment families as well as our child only cases. We wanted to focus on all community resources across our county.

On January 22, 2025 the Planning Committee Task Force held a virtual meeting, due to scheduling concerns, to discuss our current plan and discuss our new proposed plan ideas and needs of the community. During this meeting, social services staff reviewed the Work First program, its goals, and some of the basic policy guidelines required in the program. Staff also reviewed how the electing county process is different and asked for guidance and feedback from the planning committee on how the program could better serve families in Caldwell County.

During this discussion, our community partners focused on several areas.

Transportation- In Caldwell County there are no designed transportation routes and much of the county is rural, which can make it harder on families with no transportation. We discussed the need to make sure there were options available to families who were struggling with transportation. We agreed that the agency should use its resources to provide more assistance with fuel vouchers, reimbursement of fuel expenses, vehicle repairs, and referrals to transportation providers in our area.

Communication and Technology- In our current environment, technology and communication are key for families to be able to access resources, engage in education, and participate in the jobs market. We want to ensure that our program helps families gain, or keep, access to cell phones and the internet.

Technology training- Along with access to technology and communication, the planning committee wanted to make sure our families had access to the training needed to manage technology. Many older adults may need some additional assistance with technology education so they can access services and resources as well as assist their children in education.

Mental Health- It was discussed that many younger parents may need assistance in accessing resources for their own mental health needs so they could maximize their parenting skills as well as being prepared for employment.
Child Care- Work First can assist with childcare, but our community partners thought it would be good for families to also have access to short-term babysitter type childcare to help them be more flexible so they can make use of, and access, other types of resources in the community like mental health or medical appointments.
The planning committee discussed making sure social services staff were open to working with families in all of these areas and using our Work First Emergency Assistance funds when needed to assist families where regular Work First funds may not normally be spent. The planning committee members agreed to continue to pass on more input to our staff as they encountered barriers in their work with families and to be open to further discussions in the future about how to better assist the families we serve, including child only cases.

III. GOALS AND PERFORMANCE MEASURES

A. Statewide Work First Goals

There are two (2) goals for North Carolina's Work First Program, and State Law requires an Electing County to achieve these goals. If a county fails for two (2) consecutive years to meet its Work First program goals, or fails to comply with a corrective action plan developed pursuant to state law, and as a result the federal government imposes a penalty upon the State. At this time the county shall lose electing county status. Caldwell County adopts these goals listed below.

1. Meeting Federal Work Participation Rates for All Families

Active participation in employment services and activities will lead to full-time employment. Counties must ensure that at least 50% of all work eligible Individuals, as defined by federal rule, complete the required number of hours of federally countable work activities. Work First case managers provide applicants an overview of the Work First program at application. The case manager begins working with work eligible Individuals at application by identifying obstacles and/or barriers that could impede the participant's success in the program. The case manager works with applicants at this initial visit to develop a plan for locating employment (preferably full-time employment) and achieving self-sufficiency. The case manager will make appropriate and necessary referrals to assist applicants in achieving success. Together, the Work First case manager and applicant develop the first Mutual Responsibility Agreement (MRA) at application to begin this process.

The Case Manager will meet with applicants frequently, typically weekly, to review progress in the program and to make any adjustments in goals. The case manager will continually reassess a family's situation to identify if any new

referrals may be needed to help the family in achieving self-sufficiency. Meeting with participants on a regular basis helps to build rapport between the applicant and case manager. The case manager is invested in the participant's success in life and in the Work First program.

2. Meeting Federal Work Participation Rates for Two-Parent Families

Active participation in employment services and activities will lead to full-time employment. Counties must ensure that at least 90% of all two-parent families with work eligible individuals, as defined by federal rule, complete the required number of hours of federally countable work activities.

The Work First case manager will provide applicants an overview of the Work First program at application. The case manager begins working with work eligible Individuals at application by identifying obstacles and/or barriers that could impede the participant's success in the program. The case manager works with applicants at this initial visit to develop a plan for locating employment (preferably full-time employment) and achieving self-sufficiency. The case manager makes appropriate and necessary referrals to assist applicants in achieving success. Together, the Work First case manager and applicant develop the first Mutual Responsibility Agreement (MRA) at application to begin this process.

The case manager will meet with applicants frequently, typically weekly, to review progress in the program and to make any adjustments in goals. The case manager will continually reassess a family's situation to identify if any new referrals may be needed to help the family in achieving self-sufficiency. Meeting with participants on a regular basis helps to build rapport between the applicant and case manager. The case manager is invested in the participant's success in life and in the Work First program.

B. County Performance Measures

Caldwell County will document our progress toward performance measures as stated below:

1. Employment

Self-sufficiency will be obtained primarily through the employment of Work First participants.

The case manager will assist Work First participants in obtaining full-time employment status through readiness classes, job preparation, mentoring, coaching, and job searching. Participants may also be placed in a work experience that could potentially lead to employment. All activities will be entered for the federal countable hours and with case documentation. Employment is the goal of the Work First Program which is expressed by the case manager to the

participant at application and is continually reiterated during follow-up appointments and reviews.

2. Meeting Federal Participation Rates

Active participation in federal countable work activities will lead to full-time employment. The case manager will ensure that individuals participating in the employment component of the Work First program are placed in countable federal activities. The case manager will meet with participants frequently to collect time sheets and/or other verifications to verify activities are completed and hours are earned. The earned hours are keyed into NC Fast to be counted towards their participation rate. The supervisor will monitor the cases and reports to ensure that the activities are recorded and the hours are keyed. Should the participant be deemed as out of compliance with the Mutual Responsibility Agreement (MRA), per policy, a Work First payment will not be issued.

Federal Law has determined an “All-Parent” participation rate of 50%, in which Caldwell County will continue to maintain. The county will strive to maintain a “Two-Parent” participation rate of 90%. This is documented by the participation rate monthly after activities and hours are entered into NC Fast.

3. Providing Employment Services

Active participation in intensive employment services for all families is necessary to meet the participation rate and to ensure families are served adequately before the end of five (5) years. A way to measure the success of Work First is the percentage of families who are subject to the work requirement that counties are assisting with job preparation and placement.

The state goal is for the county to provide employment services to 50% of All-Parent households and 90% of Two-Parent households.

Caldwell County will provide information, referrals, case management, employment counseling, child care assistance, transportation, and participation expenses to promote employment. The Case Manager will document the case file as to what has been provided to the participants in order to help promote employment.

4. Staying Off Welfare

Efforts to reduce welfare rolls, help adults find jobs, and increase self-sufficiency are undermined when families return to welfare. Participants leaving Work First because of employment are tracked to determine if they return to Cash Assistance.

If the family’s need is going to be met, or if it alleviates the family’s crisis situation then short-term services may be offered. Short term services may include Benefit

Diversion or services at or below 200% of the federal poverty level. The case manager can also provide problem solving, counseling, referrals to community resources, and case management. The case manager evaluates a family's situation and will develop a plan with the family to achieve self-sufficiency. Everyone has the right to apply for Work First Family Assistance.

5. Job Retention

Families who continue to be employed 6 to 12 months after leaving the Work First program show evidence of keeping their income and increased job stability which directly impacts a family's self-sufficiency and well-being. This is measured by a participant staying off of assistance after becoming employed.

6. Benefit Diversion

The most successful outcome possible for an applicant of public assistance is to avoid the need to become a recipient. This is also recognized in the federal law, which specifies diversion from public assistance as a desired outcome. Use of Work First Benefit Diversion Assistance for a specified percentage or number of Work First applicants is a performance measure for each county.

Caldwell County will offer Benefit Diversion when appropriate along with other supportive services. Benefit Diversion will be assessed if appropriate prior to placement on public assistance. Caldwell County looks at taking a Work First application last after other options (such as Benefit Diversion) have been explored and evaluated. Everyone has the right to apply for Work First.

IV. PLANS TO ACHIEVE THE OUTCOMES AND GOALS

A. Activities

In order to meet the Federal mandated goals listed above the following activities may be utilized:

1. Employment

ACTIVITY	PROVIDER	LOCATION
Job Searching, Job Coaching	DSS and Division of Workforce Solutions (DWS) NC Works / Career Planning and Placement Center / Community College	DSS and DWS NC Works / Career Planning and Placement Center / Community College/ Online

Job development and placement	DWS	DWS/Online
Budget Class (financial counseling)	NC Works / Career Planning and Placement Center / Community College	NC Works / Career Planning and Placement Center / Community College/ Online
Work Experience/ Community Service	DSS	Various work sites
Employment Assessment	DSS	DSS/Online
Education	Community College	Community College/ Online
Vocational Rehabilitation	Vocational Rehabilitation	Local office/ Online
WIOA programs	WIOA	Community College/ Online
Job skills training (job readiness, soft skills, etc.)	NC Works / Career Planning and Placement Center / Community College	NC Works / Career Planning and Placement Center / Community College/ Online

The Case Manager will explain and discuss in detail the Work First program on the date of application and reiterate program requirements during subsequent appointments. The primary focus will be on personal responsibility and employment. The case manager will provide Work First participants with a full array of services, including developing an appropriate Mutual Responsibility Agreement (MRA), and will closely monitor progress with each participant.

All mandatory participants will be placed in appropriate countable activities such as employment, job searching, job readiness, work experience, placement with Vocational Rehabilitation, etc.

Caldwell County's Work First case managers have built relationships with community business partners that have allowed us to utilize them for work experience placement sites in lieu of placing participants in community service. Our goal is to provide participants with the opportunity to learn good work habits and obtain training and knowledge needed to become gainfully employed. Many work experience placements lead to employment for the participant, either at the work experience site itself or with another employer. Caldwell County will continue looking at a work experience placement for a recipient as a first priority with the knowledge that community service is always a viable option when needed.

Community Service

Caldwell County chooses not to offer Community Service to participants receiving assistance.

Case manager will assure that participation hours are recorded into NC FAST each month. The supervisor will monitor participation hours and reports and follow up with the case manager if needed. Case manager will make appropriate referrals to community partners.

B. Supportive Services

The following supportive services will be offered in conjunction with activities to enable individuals to participate. These may include but are not limited to:

SERVICE	PROVIDER	LOCATION
Family Violence Services	Shelter Home of Caldwell County	Shelter Home of Caldwell County
Child Care Subsidy	DSS	DSS
Emergency Assistance	DSS / Various Vendors	DSS / Various Vendors
Transportation	Various Vendors	Caldwell County
Mileage / Gas Reimbursement	DSS	Various Vendors
Food and Nutrition	DSS	DSS
Resume, Job Searching, Job Readiness, etc.	NC Works / Career Planning and Placement Center / Community College	NC Works / Career Planning and Placement Center / Community College
Budget Class (financial counseling)	NC Works / Career Planning and Placement Center / Community College	NC Works / Career Planning and Placement Center / Community College
Substance Abuse Counseling	LME	LME

When working with families, the case manager uses the Principles of Partnership approach and the Work First Assessment of Strengths and Needs. The Case Manager will evaluate the whole family to assess appropriate resources that will

address the family's needs as well as focus on their strengths to guide them more toward gainful employment and self-sufficiency.

V. ADMINISTRATION

A. Authority

The Caldwell County Board of Commissioners has delegated authority to the Caldwell County Department of Social Services to administer the Work First Program and operationalize the Electing County Plan. The Board of Commissioners understands its legal responsibility to ensure the plan is successfully executed.

B. Organization

Caldwell County Department of Social Services is responsible for administration of the Work First program. The Work First supervisor and 1 Work First case manager carries out the mandates of the program. The Work First case manager is classified as Community Employment Case Manager and devotes 100% of her time administering the Work First program. Our Mental Health LME/MCO is care case manager, and is co-located in our DSS office which can be utilized when needed. Our mental health provider (RHA) can carry out assessments in our office and is also has a facility located on our campus. Due to the ongoing COVID pandemic, whenever possible, virtual platforms may be used to assist families in all facets of their interactions with social services.

The Work First program is supervised by an Income Maintenance Supervisor II who reports to the Income Maintenance Administrator who in turn reports to the Agency Director.

1. Eligibility Determination

The Work First case manager determines eligibility for Work First Cash Assistance and administers the employment component of the program. The case manager will take and process applications, recertifications, and changes to maintain the case and keep it current. Caseloads may consist of child only, employment, benefit diversion, incapacitated and/or needed in the home, "S" exemption cases, and services at or below 200% of Federal Poverty Level.

2. Emergency Assistance

Emergency Assistance eligibility is determined by Emergency Assistance caseworkers which is classified as Income Maintenance Caseworkers. Currently, emergency assistance caseworkers report to

a different Income Maintenance Supervisor. There is consistent communication and collaboration between both Income Maintenance Supervisors and all involved caseworkers. This allows for our emergency assistance staff to be experts in this area when it comes to resources and be able to offer the most up-to-date information in our county when assisting with these needs.

3. **Employment Services**

The Work First case manager determines eligibility for Work First Cash Assistance and administers the employment component of the program. The case manager will take and process applications, recertifications, and changes to maintain the case. The case manager will evaluate the whole family to assess appropriate resources that will address the family's needs as well as focus on their strengths to guide them more toward gainful employment and self-sufficiency. Referrals can be made for participants to help eliminate barriers to employment. All mandatory participants will be placed in appropriate countable activities such as employment, job searching, job readiness, work experience, placement with Vocational Rehabilitation etc.

Caldwell County's Work First case manager has established and maintained relationships with community business partners that allows us to utilize them as work experience placement sites in lieu of placing participants in community service. Our goal is to provide participants with the opportunity to learn good work habits while obtaining training and knowledge needed to become gainfully employed. Many work experience placements lead to employment for the participant, either at the work experience site itself or with another employer. Caldwell County will continue looking at a work experience placement for a recipient as a first priority with the knowledge that community service is always a viable option when needed.

4. **Formal Assessments (employment and functional)**

Work First case managers complete the Strengths and Needs Assessment with applicants the day of application. Applicants participating in the employment program are referred to NC Works/ Career Planning and Placement Center to enroll in their program and to complete the employment assessments. Individuals that are unable to participate in work activities are referred to Vocational Rehabilitation for further assessment and possible recommendations. Functional Capacity Evaluations are also available to use when deemed necessary.

5. **Intake**

At intake, the case manager completes an assessment to determine what referrals or supportive services could be utilized from our community partners. Community referrals and programs within the agency are explored for every case. Taking a Work First application and having someone go on the welfare rolls are evaluated last; however, everyone has the right to apply for Work First. Applications may be received in person at the agency, or via mail, fax, and/or email. Applications can be printed offline at http:/www.epass.nc.gov where other economic service applications are found as well. A client may call and request an application to be mailed, faxed, or emailed to them. If an application is mailed or picked up in person from our agency, a prepaid postage return envelope is also included with the application.

6. Other Supportive Services

While conducting the intake interview and assessing the family's strengths and needs, Case Managers are able to identify supportive services to help participants to become gainfully employed and self-sufficient. Appropriate referrals are made for these supportive services to help eliminate barriers to locating and maintaining employment. Any needs or obstacles that could be alleviated through using emergency assistance funding on a very broad scale would be used to help families potentially stay off of welfare.

Case coordination is maintained with Child Welfare staff through joint staffing, being mandatory collaterals, feedback from home visits, coordinating activities on the Mutual Responsibility Agreement (MRA) and Child Welfare case plan and inclusion of the Work First Case Manager on "Child and Family Team Meetings" for families as appropriate.

C. Child Care

Child Care will be subsidized for families in the following order:

1. Homelessness (per CCDF/SCCA definitions)
2. Child Protective Services
3. Employed Parents who are:
   a. Foster Parents
   b. Work First Participants
   c. Working Full-Time
   d. Working Part-Time
4. Child Welfare Services
5. Children with Developmental Needs
6. WFFA Child Only Cases
7. Other Parents in Education and/or Training Leading to Employment

Children in protective services with a supporting referral from a social worker and actively working with the family, foster care, parents that are Work First participants, or teen parents attending high school will not be placed on the waiting list. These families will be given priority for child care assistance.

D. Transportation

Caldwell County is committed to ensure that transportation will not be a barrier. A variety of methods will be utilized to accommodate differing needs including transportation by taxis, public transportation, and individual drivers for job search and employment. In addition, participants driving their personal vehicle, borrowing a vehicle to drive or having someone else assisting with their transportation needs will be provided gas vouchers in some situations.

As in other Work First activities, there must be a mutual commitment by both the agency and participant to make Work First a successful experience for the participant. In the case of transportation, with the agency's commitment to providing it, the participant must utilize it properly to ensure cost effectiveness. While on Work First transportation assistance will be provided as long as it is needed.

In addition, a person at or below 200% of Federal Poverty Level may apply for TANF services and receive transportation assistance assuming eligibility criteria is met and the person is employed. If employed, this group of recipients may receive other transportation-related aids including car repairs and help with payment of auto insurance.

E. Substance Use/Mental Health

As deemed necessary, Work First applicants and/or recipients are referred to a local mental health program (presently Vaya - RHA). These services can be provided in our DSS office or at RHA, which is located on our campus. The Audit/Dast 10 (DSS-8218) and Behavioral Indicators (DSS-5325 - Substance Abuse Behavioral Indicator Checklist II) are used in this process. Applicants/recipients are offered the opportunity to volunteer to be screened for mental health issues also using the Emotional Health Inventory.

If this screening indicates the possibility of substance abuse, the applicant/recipient will be referred to a QPSA (Qualified Professional in Substance Abuse) for further assessment. The case manager will coordinate with the QPSA to schedule appropriate appointments. The applicant/recipient will complete and sign the necessary consent form (DSS-8219) to allow the QPSA to provide the results of the participant's assessment and progress with the treatment plan, if applicable. The QPSA will be provided a copy of the consent

form and/or the Audit/Dast 10, or the Substance Abuse Behavioral Indicator Checklist.

Recommendations from this assessment will be forwarded to the Work First case manager so this data can be part of the participant's Mutual Responsibility Agreement (MRA). All non-compliance by applicants/recipients will be reported in writing by the QPSA to the case manager the next work day following their non-compliance. Case managers will notify the QPSA in writing within 10 calendar days of any change that may affect the case. All changes and notifications may be done by telephone call with written documentation for the case record.

F. Family Violence Option

Caldwell County Department of Social Services (DSS) and the Shelter Home of Caldwell County have a cooperative relationship. Caldwell County Child Welfare Program Administrator, Kim Arnett, sits on the Shelter Home Board. The Director of the Shelter Home sits on the Child Protection Fatality Team. This involvement keeps the lines of communication open and promotes understanding of both programs. The Shelter Home has also provided in-service training for DSS staff. The Shelter Home has also served as a work experience site for Work First participants and helps participants with professional clothing for job searching as needed and when available. The Shelter Home is also a great resource as they can provide transportation to other resources such as the career center, job opportunities, and other community activities that support Work First families.

At application and at each review the Work First case manager will screen the applicant/participant for domestic violence issues. If this screening indicates the possibility of domestic violence, the case manager will send a referral to the Shelter Home within five (5) working days for a more in-depth assessment and evaluation of the situation to determine the extent of domestic violence.

With the applicant/participant's permission, the worker will make a telephone call referral to the Shelter Home for an immediate appointment. The DSS-6969 (Consent for Release of Information) and DSS-6965 (Family Violence Option/Domestic Violence Work First Assessment) forms will be mailed or faxed to the Shelter Home with the top portion of the DSS-6965 completed by the case manager. Shelter Home staff will be asked to sign the agency's confidentiality agreement in conjunction with any confidentiality agreements their agency may require also. Under no circumstances will information about a case or situation be discussed with anyone other than those who are directly involved with and assisting the applicant/participant

.

Once the client is interviewed by Shelter Home staff the assessment report will be returned to the Work First case manager within five (5) calendar days of the interview. Based on this assessment report the case manager will determine whether or not a waiver is needed if the applicant/participant is unable to

participate in work activities or comply with other Work First requirements. This determination must be made within ten (10) working days from receipt of the assessment report. A Mutual Responsibility Agreement (MRA) can then be negotiated.

It should be noted that neither screenings, assessments, nor acceptance of a waiver are mandatory. There is no penalty if the client wishes not to cooperate, except, of course, a waiver cannot be granted.

For Work First Cash Assistance, a joint staffing with Work First staff, Shelter Home staff and Children's Services staff (if appropriate) will be held when someone wants to claim good cause for not cooperating with child support, and a decision to grant good cause cannot be agreed upon.

Victims of domestic violence may be eligible for monetary assistance even though TANF-DV funding has been eliminated. These individuals may be eligible for Work First Emergency Assistance funds accessed through the Emergency Assistance unit.

These funds can be used to provide the following:

1. Deposits for rent, telephone, electric, etc.
2. Payment of rent and utility expenses, etc.
3. Furnishings for a residence.
4. Other expenses as needed to promote family safety and self-sufficiency.

The criteria for eligibility of this funding:

1. Same eligibility criteria used for Emergency Assistance since these will be the funds used in these instances.

Our agency also has a Child Welfare fund that is able to assist families in crisis for many different needs. We will assist these families to alleviate any potential obstacles that would keep them safe and off of welfare if possible.

G. Other Services

Referrals are made to NC Vocational Rehabilitation when appropriate and necessary. Documentation can be found in the case narrative and also on the Mutual Responsibility Agreement (MRA). Follow up telephone calls as well as case staffing on mutual clients are utilized when working with families to help overcome any barriers to employment.

Coordination of services and resources occurs between the Work First case manager and NC Works Career Center staff. Case managers refer individuals to NCWorks at application to complete and/or update their registration through NCWorks. Individuals are referred to NCWorks to complete and/or update a

resume to use when job searching. Career Center staff share with Case managers a schedule of employment readiness classes offered at the center. Case Manager may refer applicants, when appropriate, to these classes. Work First Case Managers refer applicants to NCWorks when an individual has a criminal background. Career Center staff with expertise in this area are able to assist individuals with how to fill out applications appropriately, how to address criminal history during an interview, how to take ownership of their actions and how to sell themselves to potential employers. Career Center staff also refer individuals to apply for Work First Family Assistance as needed.

H. Maintenance of Effort (MOE)

The County will budget funds sufficient to meet the 90% Maintenance of Effort (MOE) requirement. Caldwell County typically meets their MOE 9 to 10 months into the fiscal year. It is anticipated that MOE funds will be used for:

Work First
Child Protective Services Intake
Emergency Assistance Intake
Emergency Assistance Cash
Work First Child Care Administration costs
Work First Transportation and Participation

I. Child Welfare Services

Many Work First cases ultimately present themselves as child welfare cases. Therefore, a major emphasis of agency planning is to support organizational changes and practices that support a broader conceptualization of child welfare. Having common practices, principles (all staff trained in Family Centered Practice), generic processes (front end assessment in Work First and Child Welfare Services; Child and Family Team Meetings) and a common philosophy across programs' accountability is enhanced both for client/family outcomes and the agency's effort to support families in goal achievement.

The multiple response approach embraces family support and family-centered service principles, which is a "fit" for the agency's overall philosophy. One of the seven strategies of multiple response include closer coordination and collaboration with the Work First program. The connection between the self-sufficiency of families and the safety, permanence, and well-being of children is obvious. Parents who have jobs are in a better position to care for their children. Our Work First and Child Welfare staff collaborate on developing a case plan and Mutual Responsibility Agreement (MRA) with families to ensure we are being reasonable in our expectations.

This philosophy under-girds the Electing County process as well – our goal is to help families become more self-sufficient in all phases of their lives; thus, promoting prosperity, permanence and safety for themselves and their children.

VI. EMERGENCY ASSISTANCE

Emergency Assistance will be utilized to assist families through unexpected and work-related crisis situations. Emergency situations are evaluated to determine what led to the emergency. This could include, for example, loss of employment, missed hours at work because of illness or hospitalization or events beyond the client's control. Emergency Assistance will only get the family through the crisis. With the assistance of the emergency assistance caseworker the family can develop a plan to avoid future crises. Emergency Assistance will be for short-term assistance only and will meet this guideline in that it is:

- Non-recurring, short-term benefits designed to deal with a specific episode of need;
- Not intended to meet recurring or ongoing needs;
- Not extending beyond four (4) months; and
- Meets agency criteria of a true emergency.

Emergency Assistance will be provided using the following:

1. As funds permit, all cases will be assisted at the minimum amount needed to alleviate the crisis situation. Any amount needed in excess of $200.00 must be approved by the Supervisor, Program Administrator or Director. Maximum assistance per household per 12-month period can be up to $600.00.
2. As funds permit, the family will be assisted with Work First Emergency Assistance funds once in a 12-month period.
3. The family must have a child who lives with a relative as defined by Work First Family Assistance policy, or has legal custody or legal guardianship, and who meets the age limit for Work First Family Assistance.
4. Total gross monthly income must be at or below 200% of federal poverty level. The base period for computing gross wages is the month prior to the application for Emergency Assistance, unless a change has occurred in hours, employment, or pay.
5. The types of countable income are the same as for Work First Family Assistance.
6. Client statement can be used to prove citizenship unless questionable. If in doubt appropriate documentation will be requested.
7. Client statement can be used to prove kinship and household composition unless questionable.
8. Reserve limits will be the same as Work First Family Assistance.
9. During application, a family budget will be completed by the caseworker. The family budget must show that the family can maintain ongoing bills once Emergency Assistance is given. If this is not the case, Emergency Assistance may not be appropriate.

10. All applicants will be referred to attend a budget class training every time assistance is approved. Failure to successfully complete the two (2) hour training without good cause will affect future eligibility for Emergency Assistance funds.
11. All applicants for Work First Emergency Assistance having a child with one or both parents absent from the home will be referred to Child Support Enforcement unless there is good cause. After one time being assisted within a calendar year with Emergency Assistance funds, further financial assistance cannot be given until the applicant has fully cooperated with Child Support unless there is good cause. This is looked at on a case-by-case basis.
12. Services to be provided through Emergency Assistance are as follows, when there are emergency needs:

    A. Past due rent (must have an eviction notice)
    B. Utility expenses (must have disconnect notice)
    C. Deposits for rent and utilities
    D. Emergency housing for victims of family violence
    E. Temporary housing for displaced families in a crisis situation
    F. Housing assistance with deposit application fees
    G. Assistance with needed baby items such as diapers, formula, wipes, etc.
    H. Fees for client to access birth certificate or application of NCDL, NCID, etc.
    I. Any other requests with approval of Supervisor, Income Maintenance Administrator and/or Director.

VII. SERVICES TO LOW INCOME FAMILIES (under 200% of Federal Poverty Level)

In order to prevent dependency and avoid the need for families to become cash assistance recipients, Caldwell County will, as funds permit, provide certain services to families at or below 200% of Federal Poverty Level (FPL) as follows:

1. WFFA-EA eligibility criteria will apply
2. Services ***may*** include:
    a. Cash Assistance
    b. Transportation
    c. Work related expenses, and
    d. Referral to other partner resources.
3. All recipients of services for families with income at or below 200% FPL must enter into a Mutual Responsibility Agreement (MRA) delineating steps they will take to ensure how future emergencies of the same kind will be avoided.

4. Compliance with the conditions stated on the MRA must be met before further services for families with income at or below 200% FPL can be received. Non-compliance without good cause can only be reversed by complying with the conditions stated in the MRA or by Supervisor approval.
5. As funds permit, the maximum assistance per household will be $1,000 per 12-month period.

Mandatory Work First recipients will receive priority in receiving assistance followed by Work First Emergency Assistance recipients and then families with income at or below 200% FPL.

VIII. SERVICES TO NON-CUSTODIAL PARENTS

Caldwell County will not provide employment services to non-custodial parents of Work First children at this time. The Case Manager will provide information, and resources that may be helpful for non-custodial parents per their request. Resources and information that may be provided but not limited to is upcoming job/recruitment fairs, NC Works information, resume building, and interview preparedness workshops.

IX. EXEMPTION FROM THE WORK REQUIREMENT

Single parents may claim their "S" exemption for the first three (3) months of a child's life. Once the 12-month lifetime exemption has been exhausted the parent will be required to participate in the employment program as soon as they are released from their doctor. If a parent volunteers to participate in the employment program he/she may not reclaim the exemption for the same child.

X. INNOVATIVE COUNTY STRATEGIES

1. BUDGET CLASS

   A. All Work First applicants (parents and caretakers unless otherwise specified) are required to complete the two (2) hour budget class within ten (10) calendar days of applying for Work First unless there is good cause. Attendance will not be required if the applicant has successfully completed the class with a minimum attendance time of 2 hours within 30 calendar days prior to the Work First application date. Failure to complete the two (2) hour class will result in the Work First application being denied on the 11th day unless there is good cause. (NOTE: Non-parent caretakers may be exempt from the budget class per case manager discretion.)
   B. Emergency Assistance caseworkers using Work First Emergency Assistance and United Way funds are required to make referrals to the budget class also unless there is good cause. Future eligibility of

Emergency Assistance and United Way funds is contingent upon completion of the two (2) hour class unless there is good cause.

C. This class is available for anyone receiving assistance or involved in services provided by the Department of Social Services.

2. WORK FIRST / CPS CASE STAFFINGS

A. Work First cases that have child welfare involvement are jointly staffed between the Work First case manager and the child welfare social worker.
B. Work First case managers and child welfare social workers may coordinate the development of the case plan and Mutual Responsibility Agreement (MRA) to better assist the family and avoid overlapping services.
C. Child Welfare staff are mandatory collaterals for Work First cases and Work First staff are mandatory collaterals for Child Welfare cases.
D. Work First case managers will participate in child and family team meetings, if applicable.

3. SCHOOL PROTOCOL

A. Each month a listing of all school-age Work First children is provided to all school social workers.
B. If tardiness, absences, or any other concerns exist that impact a child's learning potential the school social worker then contacts the Work First case manager. The case manager and school social worker may schedule a child and family team meeting with the parent/caretaker to address concerns and discuss ways to resolve any issues. This may include referrals for supportive services such as counseling, tutoring, etc. This will be determined on a case-by-case basis and on the family's needs.
C. Steps will be listed on the Mutual Responsibility Agreement (MRA) to help resolve any issues.
D. School social workers will be asked to sign the agency's confidentiality agreement in conjunction with any confidentiality agreements their organization may require as well. Under no circumstances will information about the family/child be discussed with anyone other than those who are directly involved with and assisting the family.

4. FURTHER OUTREACH WITH FUNDS

A. During the process of interviewing clients for services we will be looking into the needs of the family, parent, or child that could benefit the family as a whole to avoid further assistance. Many families are shortly away from a crisis, and a small amount of funds somewhat like benefit diversion can help the family alleviate crisis and prevent the family from further services.
B. Technology has become a primary component of day-to-day life for everyone. Without the use of a phone or computer parents/caretakers cannot job

search, set up interviews, or complete job applications. The need has also been to have computer access with internet for children to complete school work or complete school remotely. Funds will be opened up to help with access to deposits, paying bills, or avoiding disconnection notices to assist the family from losing these components.

C. At times there are certain events (graduations, school performances, work trainings, interviews, mental health appointments, group or individual therapy) that are scheduled outside the typical hours that child care facilities are open. To better assist our clients during those times, as funding permits a portion of the child care sitter's fee could be paid to the responsible adult for the child. In return, the responsible adult would be responsible for selecting and paying the sitter of their choice during the time of need. Caldwell County Department of Social Services will not select, recommend, or be responsible for the child care sitter selected, nor will the agency be responsible to ensure payment for services is received. Providing payment for sitters will be up to the discretion of the case manager and supervisor.
D. With our Work First Family Assistance cases there are times when many grandparents or kinship placements are taking care of their grandchildren or siblings. These placements may not have been prepared for the influx of income that may be needed to help with providing with school activities or things that would be needed for a child on a day-to-day basis. This also could be the case for a Work First family raising their biological children but not able to afford the needs for a child to attend school while avoiding a crisis. With the Work First Emergency Assistance funding a case manager can help to evaluate the needs of the family to see how our funding can assist to alleviate undo hardship. Some examples of these items could be but are not limited to: cap and gown expenses, school pictures, field trip expenses, school clothes, school supplies, college application fees, and ACT/SAT fees.

The strategy for use of these funds is to help promote the family with assistance in their current crisis so that the family can potentially avoid further welfare assistance. Work First Family Assistance is for assisting the family to self-sufficiency along with assisting with child needs. With these funds the Energy Assistance component for Work First families can be used somewhat like benefit diversion to tailor to the specific need, avoid future crisis, and promote self-sufficiency.

XI. SPECIAL ISSUES

Thankfully, Caldwell County's unemployment rate continues to improve. New employers are moving into the county, and current employers are growing and expanding. However, several of these new opportunities are in the service industry which could involve night and weekend work as well as rotating schedules. This type of work makes child care and transportation for participants challenging to arrange and schedule.

Many companies are requiring their employees to have at least a high school diploma or equivalent. This becomes an issue with Work First participants when education is not always a viable program activity option when meeting participation rates. We agree that employment leading towards self-sufficiency is extremely important; however, an educational base is just as important for participants to be successful as good employees, community members, and parents.

The demand for child care assistance will always be prevalent, especially with the cost of child care services. Multiple changes with the Subsidized Child Care Assistance program over the past few years has put additional strain and stress on families who are already trying to make ends meet. Challenges have included child care facilities closing, not having enough staff to meet staff-to-child ratios, and not having enough child care facilities. Some families have had to make tough decisions such as allowing a younger school-age child to ride the bus home from school versus attending an after-school program.

Policies and Procedures regarding Compliance with Americans with Disabilities Act and Interpreter Services:

Caldwell County complies with laws set forth by the Americans with Disabilities Act (ADA) as well as the provision of interpreter services for individuals that require such accommodations. Our agency is handicap accessible with handicap parking identified at the front of the building as close as possible to the front door. The agency is equipped with automatic doors to enter the building and lobby areas. Our 3-story building includes an elevator for individuals to access each floor of the agency. All offices are large enough to accommodate wheelchairs. We utilize the Relay telephone service if needed. We have a social worker on site for the blind and vision impaired. We also have contracts with individuals to provide ASL.

The agency ensures that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population. The provision of bilingual/interpretive services is prompt without undue delays. In most circumstances, this requires language services to be available during all operating hours.

This requirement is met by:

- Designation of one staff position to be an interpreter/translator full time for all agency staff members to utilize as needed
- One (1) bilingual Food and Nutrition Income Maintenance Caseworker and one (1) bilingual Family and Children's Medicaid Income Maintenance Caseworker who also serve as back-up to the full-time designated agency Interpreter
- One (1) bilingual child welfare social worker assists with translating for Child Protective Services as well as serving as back up to the full-time designated agency interpreter.
- Utilizing telephone interpreter services when necessary

This agency provides language assistance at all levels of interaction with limited English Proficiency individuals including telephone interactions. The agency will use in-house interpreters as a first option. Secondly, the telephonic program can be utilized.

XII. ELIGIBLITY CRITERIA

Electing Policy:

1. Applicant is responsible for all verifications needed to complete the application. Caldwell County will assist applicants with disabilities or limited English proficiency upon request.
2. Benefit Diversion may be offered only once every two (2) years. Once a case is approved as Benefit Diversion the family cannot receive diversion assistance again for 2 years after the end of the certification period.
3. An application will be denied if the applicant does not comply with a signed Mutual Responsibility Agreement (MRA) unless there is good cause.
4. All applicants must meet and cooperate with child support within 10 calendar days of applying for Work First. Failure to do so will result in the application being denied on the 11th day unless there is good cause. Recipients must continue to cooperate with child support ongoing or the Work First case will terminate unless there is good cause.
5. All applicants, parents, and caretakers unless otherwise specified, must complete the economic budget class with a minimum attendance time of 2 hours within 10 calendar days of applying for Work First. Failure to do so will result in the application being denied on the 11th day unless there is good cause. Attendance will not be required if the applicant has successfully completed the class with a minimum attendance time of 2 hours within 30 calendar days prior to the application date. Non-parent caretakers may be exempt from the budget class per case manager discretion.
6. If both quarterly reporting deadlines are missed without good cause there will be one (1) month of ineligibility.
7. Participants' statement of kinship will be acceptable at review unless questionable.
8. Cases will not be re-opened unless it is an agency error. The applicant/recipient may reapply for Work First.
9. All income, with the exception of SSI income, will be counted for parents living in the home to determine Work First eligibility.
10. Recipients who are no longer eligible for Work First and are placed on Transitional Medicaid are required to continue cooperating with child support as long as the Transitional Medicaid case remains active. Failure to do so will result in Medicaid benefits terminating for the adult caretaker(s) unless good cause exists. Ongoing Medicaid will be evaluated for the child(ren) in the household.
11. School attendance – The caretaker must provide proof of school attendance for all school-age children at application and review by providing a current report card, attendance summary printout from the school or enrollment verification if a

new student in the Caldwell County school system. Work First case managers verify school attendance with school social workers on a monthly basis. Therefore, it is not necessary for the case managers to call the schools when a quarterly report is received. Failure to provide proof of school attendance or verification of enrollment at review results in an incomplete review unless there is good cause. Failure to provide proof of school attendance or verification of enrollment at application results in the application being denied unless there is good cause.

12. All children in K – 8th grades cannot have more than ten (10) unexcused absences in a school grading period unless there is good cause. All children in 9th – 12th grades cannot have more than 10 unexcused cumulative class absences in a grading period unless there is good cause. More than ten (10) unexcused absences will result in a sanction of one (1) month of ineligibility or until compliance whichever is greater.
13. Cases where all children in the household are receiving SSI benefits will not be eligible for Work First as there is no eligible child in the home.
14. Single parents may claim their “S” exemption for the first three (3) months of a child’s life. Once the 12-month lifetime exemption has been exhausted the parent will be required to participate in the employment program as soon as authorization is given from their doctor. Also, if a parent volunteers to participate in the employment program he/she may not reclaim the exemption for the same child.
15. All parents in the home must have their GED or high school diploma or be enrolled in a satisfactory attending education enhancement class (i.e., GED, adult high school, English as a Second Language, literacy, etc.) unless there is good cause. Verification of attendance and satisfactory progress will be provided monthly by the parent(s) or the Work First case will terminate unless there is good cause. Work First case managers will use the same GED attendance and progress verification form used for employment cases on all cases where the parent is in the home to measure this requirement. Parents will meet with the case manager monthly and enter into a Mutual Responsibility Agreement (MRA). Parents will be required to complete a minimum of 15 class hours per week unless there is good cause. Success of children depends on them having a good role model representing the importance of education.
16. All Work First cases will be reviewed every twelve (12) months.
17. All mandatory able-bodied Work First participants will be required to complete at least 35 hours per week of work or work-related activities to meet participation hours unless there is good cause.
18. All applicants whose Work First case terminated for not completing a review will be required to provide all verifications needed for the review (school attendance, health checkups, immunizations, etc.) when re-applying for Work First Cash Assistance within three (3) months of the termination date. The 3-month time period includes the one (1) month of ineligibility.

Caldwell County will continue to use the Mutual Responsibility Agreement forms DSS-6963A and DSS-6963B.

XIII. APPEALS PROCESS

Standard policy will be followed for county level hearings. In Caldwell County, Economic Services Income Maintenance supervisors, not directly connected with the case, will hear the appeal. The Income Maintenance Administrator compiles a list of supervisors that will serve as the local hearing officer, and this is rotated on a monthly basis.

Caldwell County will utilize a three-person panel appointed by the Caldwell County Board of Commissioners to hear all second level appeals. This panel will include a DSS Board member, decided by the Caldwell County DSS Board; a County Commissioner, decided by the Caldwell County Board of Commissioners; and a citizen-at-large, appointed by the Caldwell County Board of Commissioners. The Work First program supervisor, in conjunction with the DSS Director, will ensure no conflict of interest exists with anyone appointed to this panel. Each individual will be required to sign an agency confidentiality agreement to ensure details discussed are not shared with anyone outside the hearing setting.

Applicants/recipients are notified when they receive their denial/termination notice of their right to appeal and the process. Applicant/recipient appeals will be provided to dispute proper application of policy. In the event that the applicant/recipient does not agree with the decision rendered by the panel, they have the right to appeal the decision to the Superior Court pursuant to NCGS 1081-79.

The duties of the hearing officer and the second level appeal panel are to conduct the hearing, collect all evidence and testimony, and render a written decision to the client and the Department of Social Services within fifteen (15) calendar days. Notification of the hearing decision will be mailed “Certified Mail-Return Receipt Requested.” The notice will inform the client of the right to further appeal if applicable.

XIV. REVIEW PRIOR TO EXPIRATION OF TIME LIMITS

Caldwell County will follow standard Work First program policy.

XV. FUNDING REQUIREMENTS

Caldwell County anticipates the following spending for the items specified:

(1) CPS	$1,500,000
(2) Foster Care	$160,000
(3) Work First EA	$30,000

(4) Work First Trans and Participation (Services)	$5,000
(5) MOE	$546,172
(6) Cash Assistance (Benefit Diversion)	$160,000
Total	$2,401,172

Caldwell County will maintain the required 90% Maintenance of Effort (MOE) as an Electing County. Any savings this may have generated has been reinvested in Child Welfare since 1999. The local strategy will be to reinvest any cash savings in other services to support the goals of TANF including Emergency Assistance, Transportation and various contracted services to families under 200% of Federal Poverty Level. The above numbers reflect this reinvestment.

XVI. CERTIFICATION

Certification of the Work First Electing County Plan was approved unanimously by the Caldwell County Board of Commissioners on January 10, 2022.

Commissioners
Randy T. Church, Chairman
Mike LaBrose, Vice Chairman
Jeff Branch
Donnie Potter
Robbie Wilkie

Donald Duncan, County Manager

County of Caldwell
PO Box 2200
Lenoir, NC 28645
Phone (828) 757-1300
Fax (828) 757-1295

www.caldwellcountync.org

January 10, 2022

Caldwell County Work First Program Electing County Block Grant Plan Approval Certification

For Federal Fiscal Years 2023-2026 WPV
25

The Board of Commissioners of Caldwell County voted on January 10, 2022 by at least two-thirds in favor of approval of Caldwell County's Work First electing plan.

Randy Church, Chairman

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Administration	

AGENDA ITEM # 17

Ratification of Rescinding Winter Storm State of Emergency

BACKGROUND

The Winter Storm State of Emergency was rescinded at 1200 hours on January 24, 2025.

RECOMMENDED MOTION

Approve the rescinding of the SOE.

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Economic Development	

AGENDA ITEM # 18

Foothills Regional Airport - Golden LEAF - Grant Contract

BACKGROUND

Caldwell County Commissioners approved the application for a Golden LEAF SITE grant for due diligence at the Foothills Regional Airport at the March 11, 2024 meeting. In June 2024, Golden LEAF awarded Caldwell County $50,000 in grant funding for this project. This was a non-matching grant, and only 5% grant administration fees or $2,500 would be paid from economic development funds for this grant.

Staff worked with the Western Piedmont Council of Governments(WPCOG) to develop and advertise the required request for qualification (RFQ). Staff received 18 responses to the advertised RFQ. An evaluation team was formed, consisting of an airport representative, a WPCOG representative, the County Manager, and the Economic Development Director. After careful consideration, the top four firms were selected and invited to an in-person interview.

After the interviews, the selection team recommends the approval of the attached contract to complete due diligence at the Foothills Regional Airport.

RECOMMENDED MOTION

Move to approve the contract as presented.

BUDGET IMPACT

$2,500 for grant administration services.

APPROVED FOR BUDGET YEAR

Yes

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Administration	

AGENDA ITEM # 19

Appointment of Wayne Rash to Transit Authority

BACKGROUND

Wayne Rash will be filling the seat of Donald Duncan.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Tax	

AGENDA ITEM # 20

Appointments to Board of Equalization and Review

BACKGROUND

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

1. Resolution- Caldwell Board of Equalization and Review 2025

RESOLUTION

04-25

CALDWELL COUNTY BOARD OF EQUALIZATION AND REVIEW

WHEREAS, the State of North Carolina pursuant to North Carolina General Statute Section 105-322, has authorized the county commissioners of the respective counties within the State to appoint a special board of equalization and to carry out the duties imposed under Article 21 of the Machinery Act of North Carolina; and

WHEREAS, the Caldwell County Board of Equalization and Review was established pursuant to G. S. 105-322 (a); and

WHEREAS, the Caldwell County Board of Equalization and Review consists of five (5) members and four (4) alternate members; and

WHEREAS, on February 10, 2023, the Caldwell County Board of Commissioners set the following policy for the Caldwell County Board of Equalization and Review:

1. MEMBERSHIP
   The Board shall consist of five (5) members and four (4) alternate members.

2. QUALIFICATIONS
   A. Each member shall be of good moral character.
   B. Each member shall have resided fulltime in Caldwell County for at least two years prior to taking office and shall reside in the county the duration of service on the board of equalization and review.
   C. Each member shall not have been convicted of a felony; if convicted of a felony their rights must be restored before they can be considered for appointment.

3. CONFLICT OF INTEREST POLICY
   A. Each member shall sign a Conflict of Interest policy

4. COMPENSATION
   A. To be determined by the Caldwell County Board of Commissioners

5. CHAIRMAN
   A. The Board of Commissioners shall designate the chairman of the Board of Equalization and Review

6. REMOVAL FROM OFFICE
   A. A member may be removed from office by the Caldwell County Board of Commissioners for:

      (1) Commission of a felony or other crime involving moral turpitude;
      (2) Violation of a State law governing conflict of interest;
      (3) Violation of a written policy adopted by the Caldwell County Board of Commissioners;

(4) Failure to attend meetings;
(5) Conduct that tends to bring the office into disrepute;
(6) Failure to maintain county residency.

NOW, THEREFORE, BE IT RESOLVED, that the Caldwell County Board of Commissioners hereby adopts this policy for the members of the Caldwell County Board of Equalization and Review.

Adopted this 10th day of February 2025.

_____
Randy T. Church, Chairman

_____
Abigail Rich, County Clerk

Board of Commissioners Meeting
Agenda Item Summary

MEETING DATE	DEPARTMENT	PREPARED BY
February 10, 2025	Administration	

AGENDA ITEM # 21

Appointments to Council on Aging

BACKGROUND

To fill current vacancies, the Council on Aging has requested Jordan Jefferies-James, Kevyn Amos, Kathy Coyle-Graves, and Candance Simmons to be appointed to the Council.

RECOMMENDED MOTION

BUDGET IMPACT

APPROVED FOR BUDGET YEAR

No

ATTACHMENTS

None

Caldwell County
North Carolina
Board of Commissioners Meeting

January 13, 2025 at 6:00 PM
City-County Chambers
905 West Avenue NW, Lenoir

MINUTES

Call to Order
Chairman Church called the January 13, 2025, Board of Commissioners Meeting to order at 6:01 PM.

Public Comment Period
There were no individuals signed up for public comment.

Invocation
Pastor Barber was unable to be in attendance. With his absence, Vice Chairman LaBrose provided the invocation for those in attendance.

Pledge of Allegiance
Commissioner Starnes provided the invocation for those in attendance.

Agenda Amendments from the Board, Manager & Public
The County Manager informed the Board there was one amendment to the agenda, to be titled "Item 11b". Item 11 would become Item 11a.

Chairman Church requested the addition of a Closed Session to consult with the Board's attorney concerning a personnel matter.
The Board were in agreement on the agenda.

Agenda Items

1. **Honoring Judge Robert "Bob" Brady**
   The County Manager provided remarks recognizing the accomplishments during the career of Judge Bob Brady.
   County Clerk, Abby Rich, read the Resolution honoring Judge Brady.

   Commissioner Potter made the motion to approve the resolution as read.
   The motion carried unanimously.

   Judge Brady came to the podium to speak and offer words of gratitute.

2. **Minimum Housing and Code Enforcement Abatement**

Caldwell County Code Enforcement Officer Curt Willis came to the podium to present. The Board requested to table Item 3 and Item 4 until after consulting with the County Attorney during the closed session.

Mr. Willis began his presentation, reviewed data for minimum housing, and reviewed recent code enforcement cases.

3. Ordinance to Demolish Property at 2969 Collettsville Rd

The Board tabled Item 3 until after the Closed Session.

4. Ordinance to Demolish 5119 Bloomfield Estates Dr.

The Board tabled Item 4 until after the Closed Session.

5. OC Spray Policy for Employees

The County Manager noted a request made by DSS employees to carry mace. The County consulted with its insurance provider on the policy prior to Board submittal. The Board asked if the County's legal team had also reviewed the policy. The County Manager said they had reviewed it and there were no issues with the policy.

Commissioner Branch made the motion to approve the policy.
The motion carried unanimously.

6. Shift Differential Policy for Employees

The County Manager showed the Board comparisons of the base pay for Telecommunicators for Caldwell County and surrounding counties. Caldwell County has the lowest base pay in the comparison. Mr. Duncan suggested that there be a $2.00 per hour differential pay for those working night shift.

Commissioner Starnes made the motion to approve the Shift Differential Policy.
The motion carried unanimously.

7. Lease Amendment with Enola Group for 609 Harper Avenue

The County Manager informed the Board that the tenant at the County-purchased property at 609 Harper Ave in Lenoir has requested an extension of their lease agreement. The tenant is making renovations at its new property, but Hurricane Helene caused unexpected delays. The Board discussed the length of time they would be willing to extend the lease for.

Commissioner Branch made the motion to approve a lease extension until June 30 of 2025.
The motion carried unanimously.

Consent

Chairman Church turned the meeting over to the County Manager to review the Consent Agenda.

8. Capital Project Ordinance for Hurricane Helene Mitigation

The Hurricane Helene mitigation will be a multi-year project. This project ordinance allows the County to keep all monetary needs for Hurricane Helene organized in one location. The total revision is $4,706,795.00. This includes the transferring of funds from the general fund into this project fund.

9. Wilson Creek Flood Sirens

This budget revision is in the amount of $181,924 to replace the siren system harmed during flooding. These funds are able to be reimbursed by FEMA.

10. Public Schools Building Repair and Renovations- Lottery Funds

This budget revision allows the school system to use NC Lottery Funds to improve water at Collettsville School. The amount of this revision is $281,296.

11. DSS- Hurricane Helene Relief Funds

11a. DSS was awarded State funding to assist with Hurricane Helene relief efforts. The amount of these funds is $405,152.

11b. DSS was awarded additional funding to assist low-income families with energy costs. The amount of these funds is $499,626.

12. CCHD- Small/Bad Debt Write Off

The Caldwell County Health Department is requesting to write off $27,308.05 in small/bad debt fees.

13. ACE- Animal Shelter Enclosure

This revision uses $40,000 in accrued interest to construct a shelter area for larger animals.

14. CCSO- Approval to Submit Exxon/Mobil Good Neighbor Grant

The CCSO is requesting to submit a grant application for the Exxon/Mobil Good Neighbors Grant.

15. Reappointment of Tara Swanson to Council on Aging

Tara Swanson is requesting reappointment to the Council on Aging.

16. Approval of Minutes from December 2, 2024, Meeting

The approval of minutes from the December 2, 2024, Board of Commissioners meeting is requested.

Vice Chairman LaBrose made the motion to adopt the Consent Agenda as presented.
The motion carried unanimously.

Chairman Church made a motion to enter closed session at 6:41 PM to discuss a personnel matter and the housing ordinance.
The motion carried unanimously.

Vice Chairman LaBrose made the motion to return to open session at 8:03 PM.
The motion carried unanimously.

Returned to Item 3.
Curt Willis provided background information regarding the property and outlined the process of notifying the property owner.

Returned to Item 4.
Curt Willis provided background information regarding the property.

Commissioner Potter made the motion to approve the ordinance to demolish property at 2969 Collettsville Rd. and 5119 Bloomfield Estates Dr. pending the attorney's review.
The motion carried unanimously.

Commissioner Branch made the motion to accept County Manager Donald Duncan's resignation.

Commissioner Potter thanked Mr. Duncan for his service, time, and hard work. Commissioner Potter continued by saying the County Manager has done a great job building the team and commended him for hard work during Hurricane Helene. Vice Chairman LaBrose wished to echo these sentiments and said when the County Manager came to Caldwell County it was a time of new leadership. The Vice Chairman said the County Manager did well with Hurricane Helene, improvements in employee salaries, and managing surplus. The Vice Chairman also said we are in great financial shape thanks to the County Manager. Chairman Church said he wishes Mr. Duncan well.
The motion carried unanimously.

Commissioner Starnes made the motion to appoint Wayne Rash as Assistant County Manager effective immediately, to become Interim County Manager effective March 1, 2025, and direct the County Manager to work closely with Mr. Rash and to keep Mr. Rash apprised of all day to-day activities of the County’s operations and to provide Mr. Rash information regarding all outstanding matters relating to the County.
The motion carried unanimously.

Adjourn

With there being no more business to attend to, Vice Chairman LaBrose made the motion to adjourn at 8:12 PM.
The motion carried unanimously.

CALDWELL COUNTY
RESOLUTION 01-25
RESOLUTION OF APPRECIATION
ROBERT "BOB" MONROE BRADY
50 YEARS OF SERVICE

WHEREAS; BOB BRADY HAS SERVED THE CITIZENS OF CALDWELL COUNTY FOR 50 YEARS. UPON ATTAINING A BACHELOR OF ARTS DEGREE FROM WAKE FOREST UNIVERSITY IN 1971 AND A SUBSEQUENT JURIS DOCTORATE FROM THE WAKE FOREST SCHOOL OF LAW IN 1974, BOB BEGAN A PRIVATE LEGAL PRACTICE IN CALDWELL COUNTY WITH HIS PARTNER CHARLES BREWER; AND

WHEREAS; BOB WAS APPOINTED CALDWELL COUNTY ATTORNEY ON NOVEMBER 16TH 1981, SERVING UNTIL NOVEMBER 19TH 1990. BOB BROUGHT STABILITY TO THE OFFICE OF COUNTY ATTORNEY IN HIS NINE YEARS OF SERVICE, TAKING THE MANTLE OF AN OFFICE THAT HAD CHANGED HANDS MANY TIMES IN PRIOR YEARS. HE WAS DEDICATED TO HIS POSITION AS COUNTY ATTORNEY PROVIDING LEGAL SERVICES REGARDING CHILD PROTECTIVE SERVICES, ADULT PROTECTIVE SERVICES, JUVENILE JUSTICE, TAX FORECLOSURES, LAND CLOSINGS, THE SHERIFF'S OFFICE, ALL COUNTY EMERGENCY SERVICES, COUNSEL TO THE BOARD OF COMMISSIONERS; AND

WHEREAS; BOB LEAD INNOVATIONS IN THE ORDINANCES AND LEGAL OPERATIONS OF CALDWELL COUNTY. HE DEVELOPED THE FIRST ANIMAL CONTROL ORDINANCE, FIRST NOISE CONTROL ORDINANCE, FIRST RACETRACK ORDINANCE, AND ACCOMPLISHED ESSENTIAL WORK REGARDING THE COUNTY LANDFILL; AND

WHEREAS; BOB WAS ELECTED 25TH JUDICIAL DISTRICT COURT JUDGE ON DECEMBER 3RD 1990 AND WAS REELECTED, UNOPPOSED, TO FIVE MORE TERMS. HE WAS APPOINTED CHIEF DISTRICT COURT JUDGE IN 2001, SUPERVISING A STAFF OF ROUGHLY 40 COURT OFFICIALS. HIS 34 YEARS AS JUDGE MARKS HIM AS THE LONGEST SERVING JUDGE IN THE HISTORY OF CALDWELL COUNTY; AND

WHEREAS; BOB WAS AN INNOVATOR IN THE LEGAL AND JUDICIAL FIELDS. HE CREATED THE "JUDGES IN SCHOOLS" PROGRAM WHERE HE LEFT A LASTING POSITIVE IMPACT ON THE STUDENTS OF HIS DISTRICT. HE ALSO WAS ONE OF THE FIRST JUDGES IN NORTH CAROLINA TO BE CERTIFIED IN JUVENILE JUSTICE. HE COMPLETED GROUNDBREAKING WORK ON THE "TRUTH IN SCHEDULING" PRINCIPAL WHICH ENSURED THAT LITIGANTS IN FAMILY COURT RECEIVED INFORMATION ON THEIR NEXT APPEARANCE BEFORE LEAVING COURT; AND

WHEREAS; BOB WAS ADMITTED TO THE NORTH CAROLINA STATE BAR AND THE UNITED STATES DISTRICT COURT OF WESTERN NORTH CAROLINA BAR. HE ALSO BELONGS TO A NUMBER OF PROFESSIONAL ASSOCIATIONS INCLUDING THE NORTH CAROLINA ASSOCIATION OF DISTRICT COURT JUDGES, NORTH CAROLINA BAR ASSOCIATION, AND THE 36TH JUDICIAL DISTRICT BAR ASSOCIATION OF NORTH CAROLINA; AND

WHEREAS; BOB SERVED ON THE CALDWELL COMMUNITY COLLEGE AND TECHNICAL INSTITUTE BOARD OF TRUSTEES, AND SERVED AS SECRETARY, TREASURER, VICE-PRESIDENT AND PRESIDENT OF THE NORTH CAROLINA DISTRICT JUDGES ASSOCIATION. MOST NOTABLY HE SERVED ON AND CHAIRED NUMEROUS BOARDS AND COMMITTEES FOCUSED ON IMPROVING THE COMMUNITY WELFARE AND JUDICIAL SYSTEM, ESPECIALLY IN SUPPORT OF CHILDREN. IN RECOGNITION OF BOB'S SERVICE TO THE OLD NORTH STATE, GOVERNOR MCCRORY BESTOWED UPON HIM THE ORDER OF THE LONG LEAF PINE; AND

WHEREAS; IN RECOGNITION OF HIS SERVICE TO JUVENILE COURTS, FAMILY LAW, AND UPON COMPLETION OF THE NEW COURTHOUSE. THE COMMISSIONERS SHALL DEDICATE THE FAMILY LAW COURT AND ASSOCIATED OFFICES, IN HONOR OF ROBERT MONROE BRADY.

NOW, THEREFORE BE IT RESOLVED, ON BEHALF OF THE CITIZENS OF CALDWELL COUNTY, THE COUNTY COMMISSIONERS PUBLICLY COMMEND **ROBERT MONROE BRADY** FOR HIS **50** YEARS OF FAITHFUL SERVICE TO THE CITIZENS OF CALDWELL COUNTY.

Adopted this the 13th, day of January, 2025.

Randy T. Church, Chairman

Michael W. LaBrose, Vice Chairman

Donnie Potter, Commissioner

Jeff Branch, Commissioner

Patrick Starnes, Commissioner

Purpose:

To establish guidelines and procedures for non-law enforcement County employees regarding the possession, use, and storage of both personal and County-issued pepper spray by employees to ensure safety and compliance with legal standards.

Scope:

This regulation applies to all employees, except those employed by the Caldwell County Sheriff's Office.

Policy:

Employees with work assignments or duties that include working in isolated or potentially threatening areas or working in proximity to potentially dangerous animals, may request to use County issued pepper spray for self-defense purposes in the course of County employment. Only employees who have received explicit approval and proper training are permitted to carry pepper spray while on duty. Human Resources will issue pepper spray to employees who have received authorization and completed required training.

Employees are permitted to carry and use personal pepper spray for self-defense.

Procedure:

1. Approval

1.1. County-Issued Pepper Spray:

1.1.1. Employees who request County issued pepper spray must first obtain written approval from their department. The department director's review will consider the nature of the work, alternative self-defense methods available, and the need for protection.

1.1.2. Approval to carry pepper spray will be documented with the Pepper Spray Authorization and Acknowledgement form signed by the director acknowledging the authorization and the employee's acceptance of responsibilities related to the use of the approved pepper spray.

1.1.3. The department is responsible for all expenses associated with the issuance of pepper spray, including but not limited to the cost of the spray, training, replacement, and disposal.

2. Training

2.1. County-Issued Pepper Spray:

2.1.1. Employees who receive approval to carry pepper spray at work must participate in a mandatory safety training course provided by a County authorized trainer prior to carrying pepper spray while performing their duties. Recertification required every two years thereafter.

2.1.2. Documentation of training(s) will be placed in the employee's training record.

2.1.3. Training will be coordinated by Human Resource and shall include the following elements:

2.1.3.1. Instruction on the capabilities of pepper spray and its limitations.

2.1.3.2. How to correctly and safety administer the spray.

2.1.3.3. How and where the pepper spray must be stored and secured.

2.1.3.4. Steps to take once the spray has been administered.

2.1.3.5. Warning to employees about the possible adverse consequences of the improper use of pepper spray including disciplinary action, criminal charges (e.g. assault), and civil tort liability for damages.

3. Possession and Storage:

3.1. County-Issued Pepper Spray:

3.1.1. Employees who are issued pepper spray are also responsible for securing it at all times. County-issued pepper spray should be stored in a secure, designated location when not in use and must be returned to this location at the end of each shift or workday.

3.1.2. County issued pepper spray may not be carried or used for any private matter (non-County business).

4. Permissible Use:

4.1. County-Issued Pepper Spray:

4.1.1. The use of pepper spray is restricted to protecting oneself or others from immediate injury from person or animal. Use of pepper spray must comply with all applicable local, state, and federal laws.

4.1.2. At no time should an employee attempt to physically restrain a person who has been pepper sprayed unless left with no other choice. Employees should back off to a safe distance, contact Law enforcement and await assistance as only law enforcement officers are properly trained in control techniques and legally authorized to initiate restraint measures.

5. Reporting Use of Pepper Spray

5.1. County-Issued Pepper Spray:

5.1.1. Employees who use pepper spray in the course of County employment must report any use of the spray to the Sheriffs Office immediately so they can take any required action. After notifying the law enforcement, the staff member shall contact the County's Human Resources Department, and their own immediate supervisor.

5.1.2. Employees must also document the incident by completing a report of Discharge of Pepper Spray Form.

5.2. Compliance:

5.2.1. Employees must comply with all applicable local, state, and federal laws regarding the possession and use of pepper spray. This includes adhering to restrictions on where pepper spray can be carried and who can legally possess it.

6. Inspection, Replacement, and Disposal

6.1. County-Issued Pepper Spray:

6.1.1. Employees are responsible for following the manufacturer's instructions for care and storage of the pepper spray container. Pepper spray devices shall be maintained in an operational and charged state by authorized employees or the approved vendors.

6.1.2. Employees are responsible for requesting replacement and returning damaged, inoperable, or empty device by notifying their department and returning the item to Human Resources. If an employee loses their County issued device, it shall be reported to their department director immediately.

6.1.3. The Risk Manager or designee shall conduct an annual documented inspection of the issued device on an annual basis.

7. Liability:

7.1. County-Issued Pepper Spray:

7.1.1. The County assumes responsibility for the use of County-issued pepper spray when used in accordance with this policy and the associated training.

7.2. Personal Pepper Spray:

7.2.1. The County assumes no liability for the personal use of pepper spray by employees. Employees who carry and use personal pepper spray do so at their own risk and are personally responsible for any consequences of its use.

Definitions:

1. *"Pepper spray"* is a chemical compound in either an aerosol or gel formula that irritates the eyes and respiratory system, used for self-defense or to control individuals who pose a threat.

2. *"Immediately"* is the prompt notification to the local law enforcement department following the use of pepper spray, ideally within a few minutes of the incident, to ensure that law enforcement is aware of the situation, can provide any necessary support, and can take over any legal or investigative processes.

3. *"Immediate Physical Harm"* in the context of using pepper spray for self-defense refers to any bodily injury or impairment that occurs directly and instantaneously because of an attack or threatening situation, which justifies the use of pepper spray to prevent or mitigate further harm. This harm may include actions or threats that cause acute pain, temporary incapacitation, or pose an imminent danger to one's safety, necessitating the immediate use of pepper spray to protect oneself from serious injury or assault.

4. *"Outside Normal Business Hours"* refers to any time period that falls outside the County's established standard working hours, typically defined as Monday through Friday, from 8:00 AM to 5:00 PM. This includes evenings, nights, weekends, and public holidays when regular County services and offices are closed or operating on reduced hours.