AGREEMENT BETWEEN THE
WESTERN PIEDMONT COUNCIL OF GOVERNMENTS AND
CALDWELL COUNTY
FOR THE PROVISION OF
NUISANCE, SOLID WASTE, ZONING AND FLOODPLAIN SERVICES:
JULY 1, 2025 – JUNE 30, 2027

This AGREEMENT, entered into on this the first day of July, 2025, by and between the Western Piedmont Council of Governments (hereinafter referred to as the "Planning Agency") and Caldwell County, North Carolina (hereinafter referred to as the "Local Government"); WITNESSETH THAT:

WHEREAS, the Planning Agency is able to provide support and technical assistance by offering code enforcement services. Technical assistance shall consist of the provision of services as described in Attachment A, which is herein made a part of this Contract;

WHEREAS, the Local Government has requested the Planning Agency to provide such technical assistance to the Local Government and;

WHEREAS, the Planning Agency desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel.** That during the period of this Contract, the Planning Agency will furnish the necessary trained personnel to the Local Government.

2. **Travel/Printing.** The Local Government will pay for expenses related to conferences, conventions, seminars, local travel, etc. of the personnel when the Local Government requests or approves travel related to the Local Government's planning program, or if it is beneficial to both parties, the costs will be shared on an agreed-upon ratio.

   The Local Government will also pay for expenses related to printing of report(s), mailings to advisory boards, and other costs not related to normal travel and staffing costs associated with personnel furnished by the Planning Agency.

3. **Compensation.** For the purpose of providing the funds for carrying this two-year contract, the Local Government will pay the Planning Agency a fee not to exceed $121,279.00 (One Hundred twenty-one thousand two hundred seventy-nine dollars) during the period beginning July 1, 2025, and ending June 30, 2027. These fees will be billed in quarterly payments.

4. **Modifications.** The Local Government may terminate the Contract by giving the

Planning Agency a one hundred and twenty-day (120) written notice. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.

5. **Time of Performance.** The Planning Agency shall ensure that all services required herein shall be completed and all required reports, maps, and documents submitted during the period beginning July 1, 2025 and ending June 30, 2027.

6. **Legal Actions and Costs.** Attorney's fees, court costs, and all other applicable legal fees that may arise from the Planning Agency carrying out the duties required in the enforcement and mitigation of nuisances and code violations shall be the responsibility of the Local Government. The Local Government retains the discretion to pursue or not pursue legal action against parties responsible for code violations in the Local Governments' jurisdiction.

6. **Interest of Members, Officers, or Employees of the Planning Agency, Members of the Local Government, or Other Public Officials.** No member, officer, or employee of the Planning Agency or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The Planning Agency shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

7. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Community Development Act of 1974, Section 109.

8. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

9. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

IN WITNESS WHEREOF, the Planning Agency and the Local Government have executed this Agreement as of the date first above written.

LOCAL GOVERNMENT:
CALDWELL COUNTY

Attest:_____
County Clerk

By:_____
County Manager

PLANNING AGENCY:
WESTERN PIEDMONT COUNCIL OF GOVTS.

By:_____
Executive Director

PLANNING AGENCY:

By:_____
Chair

Pre-audit statement:

This instrument has been pre-audited in the manner prescribed by the Local Government Budget and Fiscal Control Act.

By:_____
Local Government Finance Officer

ATTACHMENT A
CALDWELL COUNTY
NUISANCE, SOLID WASTE, ZONING, AND FLOODPLAIN SERVICES:
JULY 1, 2025 – JUNE 30, 2027

WORK PROGRAM/BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning code enforcement services by the Western Piedmont Council of Governments for the Caldwell County. These code enforcement services shall include:

- Trained WPCOG code enforcement officers to receive complaints, identify violations, conduct site visits and investigations, issue code violation warning letters and notices of violations, working with property owners and other parties responsible for code violations, assessing civil fines to violators as appropriate, and filing property liens as necessary.
- WPCOG vehicle, fuel, equipment, and supplies for WPCOG staff to carry out the code enforcement services.
- Management and supervision of WPCOG code enforcement personnel.
- Tracking of cases and monthly code enforcement activity reports provided to the local government.
- Live online mapping of cases available to selected local government officials.
- Standardized and consistent enforcement process.
- Junked vehicle enforcement specifically abandoned; junked motor vehicles located on private property (per Chapter 93 of the Caldwell County Code of Ordinances).
- Minimum Housing/Non-Residential enforcement by receiving complaints, identifying violations, conducting site visits and investigations, issuing notices of violations, conducting hearings with property owners and persons of interest, working with property owners and other responsible parties for code violations, placarding property as directed by commissioners, collecting bids for demolition/abatement and overseeing the abatement process to the satisfaction of the county. (Per the Caldwell County Code of Ordinances)
- Illegal dumping enforcement specifically dumping or accumulation of solid waste on private property (per Chapter 50.15 of the Caldwell County Code of Ordinances).
- Zoning regulation enforcement (per Chapter 157 of the Caldwell County Code of Ordinances).
- Flood plain enforcement (per Chapter 154 of the Caldwell County Code of Ordinances).
- Review of existing codes for potential updates.

Compensation

For the purpose of providing the funds for carrying this two-year contract, the Local Government will pay the Planning Agency a fee not to exceed **$121,279.00** (One Hundred twenty-one thousand two hundred seventy-nine dollars) during the period **beginning July 1, 2025, and ending June 30, 2027.** These fees will be billed in quarterly payments.