

**CASWELL COUNTY BOARD OF COMMISSIONERS**  
**MEMBERS PRESENT**

**November 6, 2023**  
**OTHERS PRESENT**

-----  
John Dickerson, Chairman  
Tim Yarbrough, Vice Chair  
Ethel Gwynn  
Finch Holt  
Jeremiah Jefferies  
Frank Rose

-----  
Tony Smith, County Manager  
Melissa Williamson, Deputy County Manager  
Jennifer Hammock, Finance Director  
Russell Johnston, County Attorney  
Carla Smith, Clerk to the Board

-----  
The Board of Commissioners for the County of Caswell, North Carolina, met in regular session on Monday, November 6, 2023 at 6:30 pm at the Historic Courthouse.

**WELCOME:**

Chairman Dickerson called the meeting to order, and welcomed everyone to tonight's meeting of the Caswell County Board of Commissioners. Then all paused for a moment of Silent Prayer, and the Board of Commissioners and all the guest in attendance recited the Pledge of Allegiance.

**PUBLIC COMMENTS:**

There were no public comments.

**RECOGNITIONS:**

**Commissioner McVey:** I'd like to recognize the Animal Shelter folks. this past weekend they put on a fantastic fundraiser and worked very hard. I understand that they've done very well with their fundraising project.

**AGENDA:**

**APPROVAL OF AGENDA:**

A **motion** was made by Commissioner Jefferies and seconded by Commissioner McVey and **carried unanimously** to approve the agenda. (Ayes: Commissioners Holt, Gwynn, Yarbrough, Rose, McVey, Jefferies, and Dickerson)

**APPROVAL OF CONSENT AGENDA:**

- a. October 16, 2023 Regular Meeting Minutes

Commissioner Rose said Mr. Chairman, I need to have a correction on an amendment. I was looking through it today. On page 24 paragraph three, Madam Clerk has myself making a motion and also seconding the motion. If you go down to paragraph five, she has me making a motion and seconding the motion also. So that needs to be corrected. The Clerk said that will be corrected when I post the minutes on the website. Commissioner Rose made the motion and Commissioner McVey seconded the motion regarding the gun policy.

November 6, 2023

A **motion** was made by Commissioner Gwynn and seconded by Commissioner McVey and **carried unanimously** approve the consent agenda as amended. (Ayes: Commissioners Holt, Gwynn, Yarbrough, Rose, McVey, Jefferies, and Dickerson)

### **DISCUSSION ITEMS:**

There were no discussion items on the agenda.

### **ACTION ITEMS:**

#### **EMERGENCY SERVICES CONTRACT FOR APPROVAL:**

Barry Lynch, Emergency Management Services Director said good evening Commissioners. The reason I'm here is during the budget process you all voted instead of purchasing our cardiac monitors outright to do a 5-year lease. I'm asking for permission to sign the 5-year lease to purchase our new cardia monitors. The original approved price was \$45,000, and the yearly lease price is \$51,958.58. The reason for the increase is they're requiring us because it's a lease to include our maintenance contract in with the yearly lease. The maintenance contract is something that we already budgeted for, and actually doing it this way is a savings of about \$2,000 a year in our maintenance contract.

Commissioner Holt said what is the maintenance? Mr. Lynch said it's for our cardiac monitors. Commissioner Holt said if you buy them, how much would the maintenance be? Mr. Lynch said the maintenance contract currently that we are paying is about \$13,000 a year, and the new price is right around \$9,000 a year. We're buying five, and we have one that's new. So the price of that one that we're not leasing is \$2,200 a year. That's the difference in it.

Commissioner Yarbrough said so we're actually leasing not purchasing. Correct? Mr. Lynch said correct. Well it's a 5-year lease, and at the end of five years they're ours. Commissioner Yarbrough said well so we're actually buying them on time more or less then. Mr. Lynch said yes. Commissioner Yarbrough said we're still buying them, but we're just buying them over 5-year period. Mr. Lynch said the average lifespan of a cardiac monitor per Physio is about 7 to 10 years, and ours are 12 to 13 years old right now.

Chairman Dickerson said did you say the cost of what it is to buy them out right? Mr. Lynch said to buy them outright is \$175,000. Yeah. Prior to the price increase on November the 1<sup>st</sup>, they were roughly \$35,000 apiece.

Commissioner Yarbrough said getting back to that 51. What was it? \$51,958.58, that's the first payment; correct? Mr. Lynch said that's the same payment for five years. Commissioner Yarbrough said it'll be the same every year. Mr. Lynch said yes sir. Commissioner Yarbrough said okay. All right. Mr. Lynch said we will have to budget for the \$45,000 for this year. I'm just going to take the \$45,000 and the offset to it is what I've already got in the budget for the maintenance contract to make it equal \$51,000. Then for next year I'll just put it in my budget as a recurring expense. The other thing with this is he said that if I turned in the contract tomorrow that we're looking at a minimum of five months or probably six months before we'll get the

November 6, 2023

machines. We will not be invoiced for them until they are actually shipped. I told him that if at all possible, we definitely need to have it within this budget year, and he said he would do what he could.

Chairman Dickerson said any more questions? What's the pleasure of the Board?

A **motion** was made by Commissioner Yarbrough and seconded by Commissioner McVey and **carried unanimously** to approve Mr. Lynch signing the contract. (Ayes: Commissioners Jefferies, McVey, Gwynn, Yarbrough, Rose, Holt, and Dickerson)

### **PAINT HISTORIC COURTHOUSE CEILING AND WALLS:**

County Manager Smith said thank you Commissioners. I know back in the spring of the year or earlier we discussed painting the walls and the ceiling of the courthouse, but at that time it was turned down. So I took it on myself to go back and do some research. I called Dewberry, and asked him what should be done. How should we go about it so we get a long term fix? Maybe not a permanent fix, but a long term fix. He suggested we do just what we are having taken place. I talked to Sherman Williams and had them come in and look at it to make recommendations, and their recommendation was to move out all the furniture, scaffold the entire courthouse, and then they remove the loose paint and go back, check, and find any other loose areas to make sure we got a good solid surface everywhere else. Then they come and prime those areas. Actually they prime the whole ceiling, and then put a high quality latex paint on top that. That's for the ceilings and the same thing for the walls. But Dewberry said that's the very same thing they would spec out if we turned it over to them to bid it out except they have all the administrative costs added to that. I'm trying to take care of that here at the office. But what I'd like to do if we go this route is to have our Maintenance Director spend a lot of time here working with this contractor to make sure he does a quality job, which he's very reputable. I've got three prices. The lowest price is \$28,250, and this is for the ceiling and the walls. The next price is \$32,000, and the last is \$39,000. So I think we've got a good price and a good contractor, but I think it'll be a long term fix. I recommend we move forward with it.

Chairman Dickerson said question. Of the three bids that you got, which contractor do you feel like is the best of the group. County Manager Smith said Whitlow of South Boston. He's a long-term painting contract. He does floors, and he's done this type of thing and he's committed. I've used them in the past. Chairman Dickerson said which bid was he? Which one of the bids did they present? County Manager Smith said that was Whitlow. That's the lowest price \$28,250, and the next one was \$32,000. Chairman Dickerson said another question. We talked about this. It was before you were in the position you're in now as County Manager, but I remember the quote that came back to us being a lot higher last time around. Am I remembering correctly? County Manager Smith said someone else mention that. Commissioner Holt, but we found no evidence of that. I pulled out the quotes from back in May of this year. So I've got quotations with me. I mean just the paint itself is going to be quite a bit without the labor. I think it's a fair price. Chairman Dickerson said well done sir. Well done. If my memory serves right, it was over

November 6, 2023

\$100,000 last time. County Manager Smith said that's the figure I heard. I've got the proposal from Whitlow out of South Boston for this amount. Chairman Dickerson said thank you, sir. Are there any other questions concerning this?

Commissioner Yarbrough said when can he get to it to? Did he give you a time frame? County Manager Smith said I think he can get to it fairly quickly. We may have to do it in phases. We may want to do part of it, and then move to do the other part. So we may miss a session or two before it gets done. I think he can get to it in the next two weeks.

Commissioner Rose said that was my other question. Did he tell you about how long it would take? County Manager Smith said he did not because he's not really going to know what he runs into until he gets here. But it could take 30 days.

Chairman Dickerson said what's the pleasure of the Board.

Commissioner Rose said one last question Mr. Chairman. Where would the funding be coming from? County Manager Smith said the money's already been allocated and budgeted last year. So we got the money in Maintenance.

Commissioner McVey said did we budget \$100,000 for it? County Manager Smith said no sir. We did not. Commissioner McVey said what did we budget? County Manager Smith said we budgeted for what the Maintenance Director got quotes for, which is \$28,250. They got these prior to the budget.

Chairman Dickerson said any other questions.

Commissioner McVey said if we' got money, Mr. Chairman I'll make the motion.

A **motion** was made by Commissioner McVey and seconded by Commissioner Dickerson and **carried unanimously** to approve the painting contract for Whitlow. (Ayes: Commissioners Holt, Rose, Yarbrough, Gwynn, McVey, Jefferies, and Dickerson)

## **COOPERATIVE EXTENSION MOA:**

Chairman Dickerson said sorry if I pronounced your last name inappropriately. Travis Hoesli said oh it's fine. It's good. You got awfully close.

Travis Hoesli said thank you Commissioners. I just came back for this meeting, but this was on the last agenda. I just wanted to see if there's any other questions you might have when making a decision on what MOA you would like to proceed with. Is there any questions over the two different things that was presented at the last board meeting that I can figure?

Commissioner Yarbrough said Mr. Hoesli, I believe the main point that we were discussing at our last meeting is the Lock-in provision for salaries. Caswell is not, and we opted out. Mr. Hoesli said currently right now you're send in, which is the same as non lock-in. So any raises on the county portion of the salaries gets approved through the budget process. Commissioner Yarbrough said and the lock-in would be if legislature approved 5% budget for state employees,

the county would have to match it. Correct? Mr. Hoesli said yes. Commissioner Yarbrough said that's what I was thinking. Mr. Hoesli said and both lock-in and non lock-in, if you choose to give other compensation and benefits than the state does, that's still your decision to do.

Chairman Dickerson said what is the cost of living adjustment based upon? Mr. Hoesli said that's a state... COLA is a kind of a state number that they pick out. I don't know specifically in North Carolina how they figure it. In other states, they figure it on certain counties, and what those counties cost to live in. They pro rate it for the state. It's based off inflation, housing costs, and other things. It's pro rate out. That's usually a number that is produced by the state, and they adjust sometimes with COLA. Sometimes it's just that they come up with an arbitrary number in the budget to adjust.

A **motion** was made by Commissioner Yarbrough and seconded by Commissioner Rose and **carried unanimously** to approve the memorandum of agreement now with NCSU, but we remain a non lock-in County where we determine the raises and not be dictated to by NC.  
(Ayes: Commissioners Jefferies, McVey, Gwynn, Yarbrough, Rose, Holt, and Dickerson)

#### **BOARD AND COMMITTEE APPOINTMENTS:**

County Manager Smith said we have board and committee openings.

**Agricultural Advisory Committee:** There 4 vacancies currently on the Agricultural Advisory Committee, but no applications were received at this time.

**Board of Adjustments:** This Board needs 3 alternates, and we received 1 application.

A **motion** was made by Commissioner Yarbrough and seconded by Commissioner Rose and **carried unanimously** to open the floor for nominations. (Ayes: Commissioners Holt, Jefferies, McVey, Rose, Gwynn, Yarbrough, and Dickerson)

A **motion** was made by Commissioner Yarbrough and seconded by Commissioner Gwynn and **carried unanimously** to **appoint Matthew Hoagland to the Board of Adjustments as an Alternate.** (Ayes: Commissioners Holt, Jefferies, McVey, Rose, Gwynn, Yarbrough, and Dickerson)

**Caswell Adult Advisory Council:** There is 5 vacancies on the board with one application.

A **motion** was made by Commissioner Rose and seconded by Commissioner McVey and **carried unanimously** to **appoint Cynthia Perkins to the Caswell Adult Advisory Council.** (Ayes: Commissioners Holt, Jefferies, McVey, Rose, Gwynn, Yarbrough, and Dickerson)

#### **COUNTY MANAGER'S UPDATES:**

County Manager Smith said we've had a request from the Tourism Development Authority to disperse \$26,000 of their funds to them over a quarter, which is \$6,500 per month. I think you've

November 6, 2023

already talked about that and approved that motion. So just to let you know that they are asking for the funds, and we can disperse those.

Chairman Dickerson said next up is Commissioner comments. Do we have any comments from the Board?

County Manager Smith said I've got a few others, if you don't mind. Chairman Dickerson said yes sir. County Manager Smith said okay. I've been requested from Johnna Sharp to poll the Board to see what is the best time to hold a work session to discuss the current payroll weight scale, which is not correct. She would like to educate the Board as to how we should go about doing that. It's going to take approximately one hour, and during that same meeting, she would like to talk to you about the status of the County Manager search. She's given us a couple dates to poll the Board. She'd like to do the 13th of this month at 4:00 pm, or the 20th of this month at 4:00 pm prior to the next board meeting. If those dates are not suitable, then she's got some alternate dates as well.

Chairman Dickerson said that's going to take approximately an hour. County Manager Smith said it's going to take an hour per session. So it's like 2 hours. It will start at 4:00, but she would like for everyone to attend, if possible.

Commissioner Yarbrough said we have a regular meeting on the 20<sup>th</sup>. Correct? Commissioner Rose said yes. Commissioner Yarbrough said would you repeat that first part. The part about payroll. County Manager Smith said yes sir. She's discovered that our payroll plan is not accurate. Our starting pay is not accurate and needs to be revised. She needs to explain why it's not right, and we need to talk about it and get it corrected. Our starting pay is not correct. Commissioner Yarbrough said not correct as far? County Manager Smith said our starting pay is under the minimum payment. We have a minimum. Commissioner Yarbrough said okay. County Manager Smith said we have minimum bed and top. We have a starting pay, and then they're given a percentage raise after so many days. She said that's not proper. We need to correct that.

Chairman Dickerson said what is the pleasure of the Board? Does anyone have problem 4:00 pm on the 20<sup>th</sup>?

A **motion** was made by Commissioner Holt and seconded by Commissioner Dickerson and **carried unanimously** to make the meeting at 4:00 pm on the 20<sup>th</sup> in advance of our regular meeting. (Ayes: Commissioners Holt, Jefferies, McVey, Rose, Gwynn, Yarbrough, and Dickerson)

County Manager Smith said next the Financial Review Committee met on the 27th of October. It was the first meeting. We established goals and target completion dates for 2022 and 2023. As discussed earlier, in 2021 we've done all the in-house work there. It's currently in the Auditor's hands. We're hoping in the next week or so we'll get that report back, and he can make a report to the Board. But it was a very good meeting. We talked about some of the challenges that we're facing in the Finance Department. We're making excellent progress. We talked about areas and

inefficiencies. One being accounting for direct deposits into our banking account, and where they're coming from. So we hope to set up some type of receivables type system to where we can bill for it when it comes in. We can mark it paid. We'll know where it's coming from, and it's been paid. So this will be an ongoing meeting until we can get financial status up to date. Our next meeting is the middle of next month, and hopefully by that time we'll get a good report on 2022 in-house finances.

Next I'm taking bids for an improved audio system for the Historical Courthouse. We had a specialist come in, and he's got some recommendations. We hoped to have some numbers today, but he did not get back to us in time with those. So next meeting hopefully I can present that to the Board. Tonight we had to borrow speakers from the library because our speakers are no longer good. They are not working properly. That's part of the problem we had last session.

Next I've identified five vehicles that we should think about disposing of at an auction. They are out of service. Currently they are sitting behind the courthouse, and I'm hoping to talk to Enterprise and go about put those out for auction, if that's acceptable to the Board. Most of them are Ford Focuses and one is a Ford Crown Vic.

Commissioner Holt asked will this be an online auction or in person? County Manager Smith said they've got sources where they can contact. I'm not sure how Enterprise handles that, but that's a routine procedure with them to dispose of vehicles. I hope that we can say yay or nay on the price coming in. I will get some word on that.

Next I would like to poll the Board to see who wants to participate in the Christmas parade. You think about that. We can talk about it later, or we can talk about it now. Last year, I think Rick had a truck. Commissioner McVey said sir? County Manager Smith said you had a truck last year with Commissioners. Did you not? Commissioner McVey said yeah. If you wash it, we can use it again. County Manager Smith said I'll be pleased to drive. Commissioner McVey said yeah, I'm fine. We can use it if you want to. County Manager Smith said that's all I got Commissioners.

### **COMMISSIONER COMMENTS:**

**Commissioner Gwynn:** I have a report that I did the Health Collaborative for the Dan River Region, and they did come up with some plans. They had taken a poll. There were members there from the Medical Center, the Health Department, I don't think it was anyone from our Social Service Department, but it was from other Social Services. The key issues that they plan to focus on is Access to Quality Care, Economic Opportunity, and Housing. Those were the top three, and they're going to work on those goals in the coming meetings.

Chairman Dickerson said thank you for the update. Are there any other Commissioner Comment this evening? County Manager Smith said I have one more comment.

**County Manager Smith:** With the Board's permission, we'd like to offer the staff a half day vacation that is prior to the schedule that they have off. We took a poll, and I think in past it's either been a lunch or take four hours off the day prior to the scheduled holidays. With your permission, we'll offer that to the employees.

Chairman Dickerson said can you say that one more time? Which day was that? County Manager Smith said in the past, the County's offered either a luncheon for the employees prior to Christmas holidays or either given them a half day off. If they elected to take the half day off on the last schedule work day. Commissioner McVey said the last couple of years we let them take the half day off. Before that they provided the luncheon down at the Civic Center for them on Christmas or before the Christmas holiday. Commissioner McVey said do you need a motion on that? County Manager Smith said I don't think so. Just if you tell me it's okay, I will do it. Commissioner McVey said so you need a consensus of the Board? County Manager Smith said a consensus yes.

The **consensus** of the Board was to give staff a half day off prior to the Christmas holiday.

#### **ANNOUNCEMENTS AND UPCOMING EVENTS:**

- November 7, 2023 Tourism Development Authority Branding Launch at 2 pm at Co-Square.
- November 10, 2023 Offices Closed to observe Veteran's Day
- November 16, 2023 Joint Town Meeting at 6 pm at Co-Square
- November 20, 2023 Commissioners Meeting at 4:00 pm at the Historic Courthouse
- November 23-24, 2023 County Offices Closed to observe the Thanksgiving Holiday
- December 2, 2023 Parade and Christmas Tree Lighting 2 pm-7 pm

#### **CLOSED SESSION:**

A motion was made at 7:02 pm by Commissioner McVey and seconded by Commissioner Gwynn and **carried unanimously** to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee, which privilege is hereby acknowledged NCGS 143-318.11 (a) (6). (Ayes: Commissioners Holt, Gwynn, Rose, Jefferies, McVey, Yarbrough, and Dickerson)

A **motion** was made by Commissioner Yarbrough and seconded by Commissioner Rose and **carried unanimously** to authorize the County Manager to hire a HR Specialist to assist the HR Director. (Ayes: Commissioners Holt, Gwynn, Rose, Jefferies, McVey, Yarbrough, and Dickerson)



Then a **motion** was made by Commissioner Holt and seconded by Commissioner Gwynn and **carried unanimously** to accept Sheriff Durden's letter as policy for the drones and allow them to help out until the training is done. (Ayes: Commissioners Holt, Gwynn, Rose, Jefferies, McVey, Yarbrough, and Dickerson)

**ADJOURNMENT:**

A **motion** was made at 8:10 pm by Commissioner Yarbrough and seconded by Commissioner Gwynn and **carried unanimously** to adjourn the meeting. (Ayes: Commissioners Holt, Gwynn, Yarbrough, Jefferies, Rose, McVey, and Dickerson)

---

Carla R. Smith  
Clerk to the Board

---

John Dickerson  
Chairman

November 6, 2023

**CASWELL COUNTY LOCAL GOVERNMENT  
FY 2023-2024 BUDGET DEVELOPMENT  
CAPITAL NEEDS ASSESSMENT**

Department: \_\_\_\_\_ EMS

Department Manager's Signature: \_\_\_\_\_

Please prioritize and categorize all items and submit supporting information with capital needs assessment form.

Departmental Request			Indicate Potential Grant Funding
Description	Qty	Cost	
<b>Cardiac Monitors-</b> Our cardiac monitors are 11-12 years old. The suggested usefull life is 7 years. The cost per monitor to buy straight out is \$35,000 each or we can do a 5 year lease for \$45,000 each year for 5 years.	5	175,000	
<b>New stretcher-</b> We have 6 ambulances and only 5 stretchers. When we have to switch into a spare truck we have to move stretcher from one truck to another and this can be an issue if stretcher is not adjusted to ambulance it is going into.	1	27,000	
<b>Electronic Narcotic boxes-</b> we currently us paper sheets to track narcotics on ambulances but due the recent incidents in area EMS services with employees stealing or abusing narcotics we need a better system. These boxes will provide a better meanes to track narc	7	12,000	
<b>CAD for ambulances-</b> this would include new computers with mounts and router that would allow us to able to tr transmit EKG and patient information to hospital	9	23,400	
<b>TOTALS</b>	<b>22</b>	<b>\$237,400</b>	<b>0</b>
			<b>\$0</b>

Flex Financial, a division of Stryker Sales, LLC  
1901 Romence Road Parkway  
Portage, MI 49002  
t: 1-888-308-3146 f: 877-204-1332



Date: November 02, 2023

RE: Reference no:0110184577

COUNTY OF CASWELL  
PO BOX 99  
YANCEYVILLE, North Carolina 27379-0099

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

**PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.**

**Short Form Conditional Sale Agreement  
Exhibit A - Detail of Equipment  
State and Local Government Rider**

**\*\*Conditions of Approval: State and Local Government Rider,Valid Tax Exemption Certificate**

**PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:**

<b>Federal tax ID number:</b>	_____	<b>AP address:</b>	_____
<b>Purchase order number:</b>	_____		
<b>Upfront Payment Check No:</b>	_____	<b>Contact name:</b>	_____
<b>Phone number:</b>	_____	<b>Email address:</b>	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

The proposal evidenced by these documents is valid through the last business day of November, 2023

Sincerely,  
  
Flex Financial, a division of Stryker Sales, LLC

**Notice:** To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

# Short Form Conditional Sale Agreement No.0110184577

Owner ("we" or "us"):  
Flex Financial, a division of Stryker Sales, LLC  
1901 Romance Road Parkway  
Portage, MI 49002

Customer name and address ("You" and "Your"): COUNTY OF CASWELL PO BOX 99 YANCEYVILLE ,North Carolina 27379-0099	<b>Equipment Location:</b> 208 COUNTY PARK RD YANCEYVILLE, North Carolina 27379  <b>Supplier:</b> Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 <b>Equipment description: see Exhibit A</b> (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof)
---	---

## Payment information

Number of payments	Payment frequency	Payment amount
5	Annual	\$51,958.58(First payment due 30 days after Agreement is commenced), (includes estimate of sales taxes - see "Taxes" section below)

## Terms and conditions:

**1. Purchase agreement/ acceptance/ payments:** You agree to purchase from us the Equipment and services, if any, described above and on any attached schedule (the "Equipment") in accordance with the terms of this Agreement (this "Agreement"). You shall be deemed to have accepted the Equipment for purchase under this Agreement on the date that is ten (10) days after the date it is shipped to you by the Supplier ("Acceptance Date") and, at our request, you shall confirm for us such acceptance in writing. No acceptance of any item of Equipment may be revoked by you. You agree to pay the Payments described above ("Payments") beginning on the Acceptance Date or any later date we designate and thereafter until all fully paid. Unless otherwise instructed by us in writing, all Payments and other amounts due hereunder shall be made to our address above. This Agreement is non-cancelable and may not be prepaid. Your obligations under this Agreement (your "Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim. If a Payment is not made when due, you will pay us a late charge of 5% of each Payment or \$10.00, whichever is greater, but only to the extent permitted by law. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by us from such sources as we shall determine to be comparable to Bloomberg [or any successor]) and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.

**2. Ownership/security interest/laws/use/maintenance:** Upon acceptance of the Equipment by you, you shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by you under this Agreement shall be "AS IS, WHERE IS", without representation or warranty of any kind from us, provided that this Agreement shall not impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you. As security for all of your Obligations, you hereby grant to us a first priority security interest in all of your rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), our security interest in the Equipment shall terminate and you shall be the owner of the Equipment, free and clear of any interest created by us. You agree not to permit any lien, security interest (except ours), claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee (as defined below) is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent.

**3. Taxes:** You shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). You shall indemnify and hold us harmless from any such Taxes. You shall prepare and file all tax returns relating to Taxes for which you are responsible hereunder. If we receive any tax bill pertaining to the Equipment from the appropriate taxing authority, we may, without obligation, pay such tax and if we pay such tax bill we will invoice you for the expense. Upon receipt of such invoice, you will promptly reimburse us for such expense.

**4. Assignment:** You agree not to transfer, sell, lease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC."

**5. Risk of loss, insurance and reimbursement:** Effective upon delivery to you, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination of this Agreement.

**6. Default remedies:** You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement; or c) your principal owner or any guarantor of this Agreement dies; or d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) you or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments immediately due and payable; b) sue you for and receive the total amount due with future Payments discounted to the date of default at a rate of 3% per annum; c) charge you interest on all monies due at the rate of 18% per year or the highest rate permitted by applicable law from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys' fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. If the Equipment is returned or repossessed we will, if commercially reasonable, sell or otherwise dispose of the Equipment at terms we determine, at one or more public or private sales, with notice as required by law, and apply the net proceeds (after deducting any related expenses) to your Obligations. You remain liable for any deficiency with any excess being retained by us or applied as required by applicable law.

**7. Miscellaneous:** This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Agreement constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both you and we have signed electronically, the version identified by us as the "single authoritative copy" is the chattel paper for purposes of perfection by control..You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment at any time prior to payment in full of your Obligations. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. **YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

**I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER**

Customer signature	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
<b>Signature:</b>	<b>Date:</b>
<b>Print name:</b>	
<b>Title:</b>	

## Exhibit A to Short Form Conditional Sale Agreement Number 0110184577

### Description of equipment

**Customer name:** COUNTY OF CASWELL

**Delivery Location:** 208 COUNTY PARK RD, YANCEYVILLE, North Carolina , 27379

#### Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
99577-001955	15AABBABBABBAAAAAAAAABFLP15 MONITOR/DEFIB	5
41577-000284	LP15 ACCRY SHIPKIT, AHA, S	5
11577-000011	LI-ION CHARGER, MOBILE, STANDARD POWER CORD	2
11171-000046	M-LNCS DCI, ADULT REUSABLE SENSOR, REF 2501, ROHS	5
11171-000082	RC-4, EMS, RAINBOW, PATIENT CABLE, 4FT, REF 4481	5
21300-008159	NIBP - TUBING, 6FT, BAYONET, UDI	5
11160-000011	NIBP CUFF-REUSEABLE, INFANT, BAYONET	5
11160-000013	NIBP CUFF-REUSEABLE, CHILD, BAYONET	5
11160-000017	NIBP CUFF-REUSEABLE, LARGE ADULT, BAYONET	5
11160-000019	NIBP CUFF- REUSEABLE, X-LARGE ADULT, BAYONET	5
11577-000002	KIT - CARRY BAG, MAIN BAG	5
11220-000028	POUCH, TOP, CARRYING BAG, LP12	5
11260-000039	KIT - CARRY BAG, REAR POUCH, 3RD EDITION	5
21996-000109	GATEWAY, WIRELESS, TITANIII	5
TR-15V1V2-LP15	TR-SYK LP15V1/V2 TO LP15	5
21330-001176	BATTERY PACK-LI-ION, E-CELL	5

**Total equipment:** \$154,191.55

#### Service coverage:

Model number	Service coverage description	Quantity	Years
LIFEPAK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	5	5.00

**Total service coverage:** \$48,488.00

**Freight:** \$1,999.99

**Total upfront sales tax:** \$16,246.46

**Total Amount:** \$220,926.00

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

## State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Conditional Sale Agreement No. 0110184577 (the "Agreement") between Flex Financial**, a division of Stryker Sales, LLC ("Owner") and COUNTY OF CASWELL ("Customer")**to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:**

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

**NC STATE**

**EXTENSION**

# **Memorandum of Agreement**

**Between  
The Board of County Commissioners  
Caswell County  
And  
North Carolina State University**



## **Preamble**

North Carolina State Extension (NC State Extension) was established as a part of the College of Agriculture and Life Sciences of North Carolina State University (NCSU) by federal and state legislation for the specific purpose of “extending” the educational services of the University to the people of the state, on subjects related to agriculture and natural resources, family and consumer sciences, 4-H youth development, and community and rural development. The laws creating the Cooperative Extension Service were specifically designed to assure that the findings of research in these areas are communicated to the people of the State.

Under the Federal Appropriations Act of 1972, funds were provided to the 1862 land-grant universities (including NCSU) to enhance the extension outreach of the 1890 universities, which included North Carolina A & T State University (NCA&T). The Food and Agriculture Act of 1977 further stipulated that these funds be appropriated directly to the 1890 institutions, and formalized the North Carolina Cooperative Extension Program as an official part of the School of Agriculture and Environmental Sciences at NCA&T.

North Carolina Cooperative Extension (Cooperative Extension) provides the opportunity for North Carolina State Extension and North Carolina A & T Extension to work together to better serve the people of the State through the delivery of locally relevant programs, education and expertise.

The legislation further provided for a cooperative relationship among three levels of government – federal, state, and county – to ensure that the needs of all three levels are addressed. The primary purpose of Cooperative Extension is to provide the people of North Carolina with the most current and relevant unbiased research-based information – particularly that which is related to strengthening the economy through profitable, sustainable and safe food, forest and green industry systems; protecting the environment and natural resources; and empowering youth and families to lead healthier lives and become community leaders. These purposes are furthered by Cooperative Extension employees who are charged with carrying out the extension education programs of the universities and the U.S. Department of Agriculture.

Cooperative Extension has sufficient flexibility to permit attention to the special problems, needs, and interests of the citizens and leadership in each county. Therefore, the programmatic, personnel, and funding complement reflects the unique needs of each county. County Advisory Councils are consulted on a regular basis to assist in prioritizing the county educational program content. Program clientele or recipients of services include individuals, families, communities, municipalities, agricultural and seafood processing and marketing firms, other businesses and certain organizations. These services are delivered to adults and youth in both urban and rural settings.

To assure that educational programs offered by Cooperative Extension meet the needs of the local clientele, it is important that both elected and appointed decision makers at each level of government understand their respective responsibilities and relationships in conducting and funding this work. To this end, this Memorandum of Agreement will detail the individual relationships and mutually agreed-upon responsibilities of NCSU and each county or tribal community that signs this Memorandum of Agreement.

**Part I.**  
**NC State Extension will:**

- 1. Establish minimum requirements and qualifications for employment in Cooperative Extension work.**
- 2. Receive and examine applications for employment.**
- 3. Interview and screen applicants to determine their qualifications and availability.**
- 4. Consult with the Board of County Commissioners, or the County Manager as designee, regarding qualified applicants for appointment to vacant or new Cooperative Extension positions.**
- 5. Consult with the Board of County Commissioners, or the County Manager as designee, regarding the salaries and salary splits of all Cooperative Extension employees, including but not limited to County Extension Directors, Extension Agents, and County Operations Support Staff (COSS).**
- 6. Prepare and submit an annual budget to the Board of County Commissioners, or the County Manager as designee, for securing the county's share of funds for salaries and operating expenses each based on the state fiscal year.**
- 7. Provide funds for official travel necessary to conduct Cooperative Extension work and postage funds, to the extent that funds are available, and for purposes authorized by state and federal policies.**
- 8. Accept responsibility and provide the leadership for administration and supervision of Cooperative Extension programs and personnel, including compliance with affirmative action and equal employment opportunity requirements. NC State will investigate all cases of discrimination, harassment, or retaliation following applicable NC State policies.**
- 9. Investigate and manage all employee relations issues related to NC State employees housed in local offices. We will work collaboratively with local county government and NC A&T University when an issue impacts their employees.**
- 10. Develop and administer a personnel management plan that will provide the annual review of each employee's performance, counseling for job improvement where needed, and periodic county program reviews.**
- 11. Provide a staff of specialists to train agents in current technology and other changes affecting agriculture and natural resources, family and consumer sciences, 4-H and youth, and community and rural development, and to otherwise assist them in conducting work in these areas.**

12. Provide Cooperative Extension professionals with training programs as needed to maintain effective program delivery.
13. Seek regular input from the County and maintain a County Advisory Leadership System to ensure that county Cooperative Extension programs are based on the particular needs of people in their respective county.
14. Prepare and submit a "Report to the People" to the Board of Commissioners, or the County Manager as designee, at least annually, informing the Board or Manager of Cooperative Extension programs and work accomplished.

**Part II.**  
**The Board of County Commissioners will:**

1. Provide the County's share of salaries and benefits for Cooperative Extension personnel.
2. Comply with North Carolina's Workers Compensation Act, N.C. General Statute § 97-2(2).
3. Provide offices, equipment, utilities, telephones, office supplies, instructional materials and other items needed for efficient operation of the County Extension Center and its programs; and comply with the accessibility provisions of the Americans with Disabilities Act.
4. Review and consider the annual budget request from NCSU, and take appropriate action by July 1 of each fiscal year.
5. Provide regular input to the District and County Extension Directors on the particular needs of people in their respective county to help ensure that county Cooperative Extension programs are based on specific needs and meet county programming plans.

**Part III.**  
**NC State Extension and the Board of County Commissioners mutually agree:**

1. That all county Cooperative Extension employment appointments and separations will be made in consultation between NCSU and the Board of County Commissioners, or the County Manager as designee, and that no official action related to such appointments or separations will be taken by either party regarding appointment or separation prior to discussion of the matter with the other party.
2. That the Board of County Commissioners and NCSU shall each be responsible for compliance with applicable laws and regulations relating to their respective operations.
3. To cooperate in implementing affirmative action and equal employment opportunity plans of NCSU.

4. The parties will work together to maintain an environment of high-quality cooperation and services. At the request of any party, a meeting or conference will promptly be held between the Parties' representatives to resolve any problems or develop any improvements.
5. That the policies established by the State of North Carolina under N.C. General Statute §126 and followed by the UNC System for SHRA employees be used in the granting and administration of leave related to the earning rates, transfer policies, payout computation and timing, and administration of vacation, sick, civil, community involvement, military, Family and Medical Leave, Family Illness Leave, leaves of absence, and other approved leave programs for Cooperative Extension personnel.
6. That Cooperative Extension employees will follow county policies relative to office hours, office closings for inclement weather, and holidays, and for the management and use of county property.
7. That personnel procedures are as follows:

(a) Establishing Accounts to Operationalize the Payroll Process.

- i. To operationalize the payroll arrangement, NCSU will establish a Trust Fund Account for the County at NCSU that will serve as the vehicle for the transfer of funds from the County to NCSU for use in paying the county's agreed-upon share of salary and benefits for Cooperative Extension personnel.
- ii. Procedure for Providing Funds to the Account. A State Treasurer's Electronic Payment System (STEPS) form will be completed and the original submitted to the Assistant Extension Director of HR and Operational Strategy via the appropriate District Extension Director. The County Finance Officer, or the designated County representative, will receive notification from the NCSU College of Agriculture and Life Sciences HR Office prior to the University's payroll date, generally the last working day of each month, advising the amount due for the current payroll. Within 5 business days following the payday, the respective University will draft against the County's established trust account in the amount communicated.
- iii. Administration of the Account. The trust account will be maintained in accordance with the respective NCSU accounting policies and procedures. The trust account will be audited and reconciled by the NCSU College of Agriculture and Life Sciences Business Office to ensure the month-end account balance remains zero.

(b) Employee Benefits.

- i. Retirement Benefits. All Extension Personnel will participate solely in either the North Carolina Teachers and State Employees Retirement System (TSERS) and accompanying North Carolina Disability Income Plan, or the Optional Retirement Plan, based on eligibility criteria established by the State. They will be eligible solely for respective NCSU employee benefits for which they qualify based on their appointment and FTE, and former federal appointees will maintain federal benefits, the employer-paid parts of which will be paid for solely by NCSU.

**(c) Taxes and Fringe Benefits.**

- i. The County will be responsible for providing their proportional share of fringe benefits for all Cooperative Extension personnel, including but not limited to the following:
  1. Employer contributions to all applicable Federal and State taxes.
  2. Employer contribution to TSERs per N.C. General Statute §135, or to ORP per N.C. General Statute §135-5.1.
  3. Employer contribution to the Health Insurance matching charges per N.C. General Statute §135.

**(d) Workers' Compensation** will be administered pursuant to N.C. General Statute §97-2(2). The County will provide full and direct coverage for those employees subject to the County workers' compensation insurance within the county insurance program. Employees for whom the County will maintain workers' compensation coverage are the following:

1. All administrative and any other positions designated as County Operations Support Staff (COSS); and
  - a. All Program Assistants/Associates who are not funded by directly allocated federal funds such as EFNEP, or Program Assistants/Associates who are paid in part by EFNEP funds but which account for less than 50% funding.
  - b. NCSU will provide full and direct coverage for their respective Cooperative Extension employees subject to NCSU's workers' compensation insurance. Cooperative Extension employees for whom NCSU will maintain workers' compensation coverage are the following:
    - i. All County Extension Directors and Extension Agents; and
    - ii. All Program Assistants or Associates who are funded by directly allocated federal funds such as EFNEP, or Programs Assistants or Associates who are paid in part by EFNEP funds at equal to or more than 50% funding.

**(e) Employee Separation**

1. NCSU will process severance pay for reductions-in-force (RIFs) as delineated in the COSS Employee Handbook for County Operations Support Staff (COSS).
2. Upon an employee's separation, the County will pay out its proportional share of annual/vacation leave, up to a maximum of 240 hours per the OSHR and/or UNC System guidelines, and any applicable bonus leave balance.

3. The County will pay its proportional share of state longevity for COSS employees upon an employee's service anniversary date.
4. The County will pay out its proportional share of any accrued "extra" time (hour-for-hour) or overtime (1.5 hour-for-hour) to Cooperative Extension employees that are subject to Fair Labor Standards Act or the North Carolina Wage and Hour Act upon an employee's earning anniversary date or as due to the employee at the time of separation.

(f) Optional County-paid Salary Increases or Bonuses to Cooperative Extension Personnel.

At their discretion, Counties may award additional permanent salary increases or one-time pay awards ("bonuses") to Cooperative Extension personnel. If such salary increases or bonuses are proposed by the County under the "non-lock-in" payroll arrangement, they must be communicated to the appropriate District Extension Director's office no later than the first day of any month in which the proposed increase or bonus is to be applied. Increases must be entered in the current fiscal year.

(g) Lock-In Provision

This section describes the preferred arrangement to support the salary agreement between the County and NCSU for Extension personnel. All counties will participate in the Lock-In provision unless designated on an Opt-Out Addendum the arrangement as Non Lock-In.

1. Salary Adjustments for Extension Employees under the Lock-In Provision. The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments and both the County and NCSU will adhere to the plan's effective dates and implementation instructions. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,  
Cost-of-living adjustments (COLA),  
Merit adjustments,  
Bonuses (in any form conveyed), and  
Promotion, classification, market, or equity adjustments.

Salary and Benefits. Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

2. County Increases in the Lock-In Provision

The County may elect to include NCSU employees in County increases, bonuses, etc. at any time. See 7(f) for more information on submitting county increases. Lock-In Provision indicates that all State adjustments will be honored and automatically drafted, but the County is not limited to just the State increases in this agreement.

*Part IV.*

**DURATION, AMENDMENT, AND TERMINATION**

The parties will conduct a periodic review of this collaboration and responsibilities to determine and evaluate whether the parties are achieving the goals and accomplishing the responsibilities activities herein. No amendment of the terms of this Agreement will be effective unless made in writing and signed by each Party's authorized signatory.

Signatures of the persons below authorize execution of this document, effective as of July 1, 2023, and continuing year-to-year, unless otherwise terminated in writing by either party under written notification to the other party no less than one-hundred twenty (120) days prior to the proposed termination date. Termination of this Memorandum of Agreement shall have the effect of terminating the Cooperative Extension activities and programs in the County.

Signature: John Dikeman

Date: 11/06/2023

Chairperson or Designee Board of County Commissioners  
Caswell County

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Director  
North Carolina Cooperative Extension  
North Carolina State University

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Dean  
College of Agriculture and Life Sciences  
North Carolina State University

Addendum Attached Executed \_\_\_\_\_

**NC STATE****EXTENSION****Addendum to Memorandum of Agreement  
Caswell County**

This addendum documents the current salary percentages provided by the County and by NCSU.

Salary Percentages for Caswell County as of September 12, 2023.

<b>Position Title</b>	<b>Salary Percentage County</b>	<b>Salary Percentage NCSU</b>
County Extension Director/CRD	<b>51.2</b>	<b>48.8</b>
Agent – 4-H Youth Development	<b>51.4</b>	<b>48.6</b>
Agent – Small Farms (NC A & T)	<b>47</b>	<b>0</b>
Agent - Livestock	<b>69.3</b>	<b>30.7</b>
Agent - Horticulture	<b>100</b>	<b>0</b>
Agent – Family and Consumer Sciences	<b>82.2</b>	<b>17.8</b>
Office Support Receptionist	<b>100</b>	<b>0</b>
Administrative Assistant	<b>55.7</b>	<b>44.3</b>

County Ag Add-On = .3

*Any position added to this county's staff of Extension Personnel through mutual agreement between the County and NCSU subsequent to the effective date of this modification will have its funding splits documented in correspondence between this County and NCSU and will become part of this Agreement.*





**Addendum to the Memorandum of Agreement  
Change to Payroll Arrangement for Caswell County**

Under a Lock-in agreement with NC Cooperative Extension, counties agree to fund salary adjustments, increases and bonuses and promotions earned according to the current percentage of employee salaries. Counties that are not lock-in are encouraged to fund state increases, bonus and promotions earned. In both scenarios, counties may include Extension employees in any county increases, longevity or raises at any time.

**Non Lock-In Provisions of the Cooperative Arrangement**

Enacting the Non Lock-in Provision. By signing this addendum, the County and NCSU shall adhere to the following provisions, guidelines, and procedures.

1. The county agrees to all provisions, guidelines, and procedures of the existing MOA with the exception of item 7(g) the Lock-in Provision.
2. **Salary Adjustments for Extension Employees under the Non Lock-In Provision.** The full compensation plan for university employees as approved by the General Assembly and implemented by the Office of the President, University of North Carolina System, will serve as the basis for all compensation adjustments for NCSU. The County may match the salary adjustments on their percentage of the employee salary. Cooperative Extension personnel receiving salary from grant funds will be governed by the terms and conditions of the applicable grant within the scope and applicability of NCSU personnel policies governing grants. These compensation components include, but are not limited to:

Across-the-board adjustments,  
Cost-of-living adjustments (COLA),  
Merit adjustments,  
Bonuses (in any form conveyed), and  
Promotion, classification, market, or equity adjustments.

**Salary and Benefits.** Salaries and benefits, as delineated above in 7(a-e), will be split according to the hiring agreement and will be detailed on an attached addendum. As both parties may provide increases, these percentages will change slightly from the original hire percentage.

**\_\_\_\_\_ Change from Lock-In Provision to Non Lock-in (formerly known as Send In)**

The above named county wishes to change its payroll agreement with North Carolina Cooperative Extension, as initially approved on \_\_\_\_\_, to non Lock-in.

Signatures of the persons below authorize execution of this document, effective \_\_\_\_\_ (date), and continuing year-to-year, unless otherwise terminated in writing by either party under notification to the other party no less than one-hundred twenty (120) days prior to the desired termination date.

**Chairperson or Designee – Board of County Commissioners**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Director, North Carolina Cooperative Extension Service, NC State University or Designee**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

