

*WARREN COUNTY  
BOARD OF COMMISSIONERS*

*December 15, 2010*

*6:00 PM*

*Board Work Session*

*WARREN COUNTY MEMORIAL LIBRARY  
COMMUNITY MEETING ROOM  
WARRENTON, NORTH CAROLINA*

*December 15, 2010*  
*Work Session Agenda*

**1-Department Head Reports:**

Public Utilities

Board of Elections

Planning/Zoning

Health Department

Parks & Recreation

**2-Memorial Library – Jay Stephens, Director**

**A. Recommendation to Revise Library Operating Hours**

**3-Animal Control - Elma Rae Green, Director**

**A. Request to Amend Animal Control Fee Schedule**

**B. Municipal Requests for Animal Control Services**

**4- EntreDot Economic Development Consulting Agreement**

**5-EMS Sub-Station in Roanoke Township – Ulysses Ross**

**6-Discussion Topics – Chairman Richardson**

**A. Lap Tops for Commissioners**

**B. Board Planning Activities**

**7-Adjourn Work Session**

*December 15, 2010*  
*Work Session Agenda*

**Item # 1**

**Department Head Reports**

- ▣ **Public Utilities – M. Robertson**
- ▣ **Board of Elections – D. Formyduval**
- ▣ **Planning/Zoning – K. Krulik**
- ▣ **Health Department – A. Smith**
- ▣ **Parks & Recreation – R. Williams**

*December 15, 2010*  
*Work Session Agenda*

*Item # 2*

**Recommendation to Revise Memorial Library  
Operating Hours**

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**Jay Stephens, Library Director**

RECEIVED

DEC 17

## Memorandum

To: Linda Worth, County Manager

From: Jay Stephens, Library Director

Re: Shift in Library Hours

WARREN COUNTY MANAGER'S OFFICE

Date: December 7, 2010

After reviewing statistics concerning library visits and discussing the issue with staff I am recommending a shift in the library's hours of operation in order to serve our customers in a more effective and efficient manner.

At the present time the library is open to the public Monday-Thursday from 10 a.m. until 7 p.m. and Friday-Saturday from 10 a.m.-6 p.m. We are open to the public for a total of 52 hours every week.

My recommendation is to be open to the public Monday-Thursday from 9 a.m. until 7 p.m., Friday from 9 a.m.-5 p.m., and Saturday from 10 a.m.-2 p.m. This shift in hours will still provide the public with 52 hours of library service each week.

A statistical analysis of library visits on Fridays and Saturdays, days when the library is currently open the exact same hours (10 a.m.-6 p.m.), has shown that from July-October 2010 considerably more customers visited the library on Fridays rather than on Saturdays and more materials were checked out of the library on Fridays as opposed to Saturdays.

For several months library staff has been conducting an hourly tracking of Saturday library visits. This data shows that it is the earlier Saturday hours that see the most business at the library and that by later in the afternoon visits to the library drop off.

After examining these statistics and discussing the issue with library staff I believe that the library could better serve the public by shifting four open hours from Saturdays to the weekdays and opening at 9 a.m. during the week rather than at 10 a.m. Total weekly hours of operation would remain stable at 52.

This shift in hours will bring library staff work schedules closer in line with those of other Warren County office staff. It will also ensure that staff are available to assist customers who wish to use the library's community room for early morning meetings. I believe that it will also benefit the older members of the community who prefer to visit the library and run errands during the morning hours.

Any shift in hours will require educating the public concerning the change. Staff will post signage in the library and we will place a notice on our web site following approval of this request.

The Library Board of Trustees has reviewed this idea and given consent to a possible shift in hours, and library staff are also in agreement with the idea.

*December 15, 2010*  
*Work Session Agenda*

*Item # 3-A*

**Amendment to Animal Control Fee Schedule**

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**Elma Rae Greene, Director**  
**Warren County Animal Control**

*Animal Control Department  
Animal Ark  
142 Rafters Lane  
Warrenton, NC 27589  
(252) 257-6137 Telephone*

## Memorandum

To: Linda Worth, Manager  
Warren County, NC

From: Elma Rae Greene, Director  
Animal Control

Date: 11-21-10

RE: Amendment to the County Fee Schedule

On February 2, 2004 the County Board of Commissioners adopted the current animal control ordinance with provisions for violations and the issuance of civil penalties. These civil penalties are in addition and independent of any criminal charges that may be filed. The civil penalties are to be issued upon violation of the ordinance, in a graduating fashion for each subsequent violation as listed in the County Fee Schedule.

Pursuing violations of the animal control ordinance solely through the criminal justice system is labor intensive, very costly to the County and falls outside of the standards of local NC animal control agencies for civil violations. As of this date, no civil penalties have been formally entered into the County Fee Schedule for animal control ordinance violations and any such amendment to the County Fee Schedule requires Board approval.

I would like to discuss with the Board of County Commissioners at their Work Session on December 15, 2010, my recommendation that the County Fee Schedule be amended to include graduating fines for violation of the Animal Control Ordinance. (See attachments)

I have attached the proposed amendment to the fee schedule and a survey of the current animal control ordinance penalties of our surrounding counties for comparison.

Thank you for the opportunity to address this immediate need of the Department and to address the Board on December 15.

Attachments

**Proposal**  
**Civil Penalty Assessments for Violation of the Warren County Animal Control Ordinance**  
**Amendment to Correct & Amend the County Fee Schedule**

**Background and Justification**

- Warren County Animal Control Ordinance specific to penalties:

**Section XII. Penalties and Equitable Remedies**

(a) This chapter may be enforced by an appropriate equitable remedy issuing from court of competent jurisdiction.

(b) Notwithstanding any civil penalties outlined in the chapter, any person violating the provisions of this ordinance may be found guilty of a misdemeanor under G.S. 14-4 and G.S. 153A-123, and may be subject to a fine of not more than \$500.00 or imprisonment. For a continuing violation, each day's violation may be deemed to be a separate offense.

(c) In addition to the other remedies for violation of this ordinance, an animal control officer may issue to the known owner, or person having custody or control of such animal, a ticket giving notice of the violation. Any such official shall be authorized to secure the name and address of the owner or person in control of the animal in violation. Tickets so issued may be delivered in person or mailed by registered or certified mail to the person charged if he cannot otherwise be readily located.

*\*Any such ticket issued shall impose upon the owner a civil penalty as listed in the county fee schedule. These fees shall increase for each subsequent offense as shown in the county fee schedule. Such penalties must be paid within 20 days to the Chief Animal Control Officer or any person authorized by him to receive such funds.*

If the owner of the animal or other violator does not appear in response to such ticket, or if the applicable penalty is not paid within the time prescribed, a criminal summons shall be issued against the violator or owner or person having custody of the animal in violation of this section, and upon conviction, the violator or owner or person having custody of the animal shall be in addition to penalties prescribed for violation of this ordinance be punished as the court prescribes for failure to pay the civil penalties imposed by this ordinance.

(d) The Animal Control Officer shall cause all tickets to be serially numbered in duplicate and shall cause the records of the issuance and disposition of such tickets to be maintained so that an accounting can be made.

**\*Violations of Section VI. Animals Creating Nuisance results in a Notice to Abate Nuisance prior to any penalties being assessed.**

**Comparative animal control ordinance penalties in surrounding counties.  
October 2010**

- **Vance County**

Penalties assessed for every section:

\$25  
\$50  
\$75  
\$100

- **Granville County**

Penalties assessed for every section:

\$25  
\$50  
\$75

- **Halifax County**

Nuisance:

\$25  
\$50  
\$100

Cruelty:

\$500

Interference of ACO:

\$250

Concealment of animal:

\$100

Keeping of strays:

\$50

Failure to vaccinate:

\$100

Failure to Quarantine:

\$250

- **Franklin County**

General ordinance violation: \$100

Declared dangerous dog attack \$250-\$500, destruction of animal

Declared dangerous dog attack 2<sup>nd</sup> violation \$500 - \$1500 destruction of animal

Nuisance (at large):

Board fee

\$25

\$50

Destruction or other disposition of animal

- **All counties pursue criminal actions pursuant to GS 14-4.**

**WARREN COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM REQUEST FORM ATTACHMENT PAGE 1 OF 3**  
**ANIMAL CONTROL 11-18-10**

**NCGS 153A-123. Enforcement of Ordinances.**

(a) A county may provide for fines and penalties for violation of its ordinances and may secure injunctions and abatement orders to further insure compliance with its ordinances, as provided by this section.

(b) Unless the board of commissioners has provided otherwise, violation of a county ordinance is a misdemeanor or infraction as provided by G.S. 14-4. An ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by G.S. 14-4.

(c) An ordinance may provide that violation subjects the offender to a civil penalty to be recovered by the county in a civil action in the nature of debt if the offender does not pay the penalty within a prescribed period of time after he has been cited for violation of the ordinance.

(c1) An ordinance may provide for the recovery of a civil penalty by the county for violation of the fire prevention code of the State Building Code as authorized under G.S. 143-139.

(d) An ordinance may provide that it may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such a case, the General Court of Justice has jurisdiction to issue any order that may be appropriate, and it is not a defense to the county's application for equitable relief that there is an adequate remedy at law.

(e) An ordinance that makes unlawful a condition existing upon or use made of real property may provide that it may be enforced by injunction and order of abatement, and the General Court of Justice has jurisdiction to issue such an order. When a violation of such an ordinance occurs, the county may apply to the appropriate division of the General Court of Justice for a mandatory or prohibitory injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the Rules of Civil Procedure in general and Rule 65 in particular. In addition to an injunction, the court may enter an order of abatement as a part of the judgment in the cause. An order of abatement may direct that buildings or other structures on the property be closed, demolished, or removed; that fixtures, furniture, or other movable property be removed from buildings on the property; that grass and weeds be cut; that improvements or repairs be made; or that any other action be taken that is necessary to bring the property into compliance with the ordinance. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, he may be cited for contempt and the county may execute the order of abatement. If the county executes the order, it has a lien on the property, in the nature of a mechanic's and materialman's lien, for the costs of executing the order. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the clerk of superior court in an amount approved by the judge before whom the matter was heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within the time fixed by the judge. Cancellation of an order of abatement does not suspend or cancel an injunction issued in conjunction with the order.

(f) Subject to the express terms of the ordinance, a county ordinance may be enforced by any one or more of the remedies authorized by this section.

(g) A county ordinance may provide, when appropriate, that each day's continuing violation is a separate and distinct offense.

**WARREN COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM REQUEST FORM ATTACHMENT PAGE 2 OF 3  
ANIMAL CONTROL 11-18-10**

**WARREN COUNTY ANIMAL CONTROL ORDINANCE**

**...Section XII. Penalties and Equitable Remedies**

(a) This chapter may be enforced by an appropriate equitable remedy issuing from court of competent jurisdiction.

(b) Notwithstanding any civil penalties outlined in the chapter, any person violating the provisions of this ordinance may be found guilty of a misdemeanor under G.S. 14-4 and G.S. 153A-123, and may be subject to a fine of not more than \$500.00 or imprisonment. For a continuing violation, each day's violation may be deemed to be a separate offense.

(c) In addition to the other remedies for violation of this ordinance, an animal control officer may issue to the known owner, or person having custody or control of such animal, a ticket giving notice of the violation. Any such official shall be authorized to secure the name and address of the owner or person in control of the animal in violation. Tickets so issued may be delivered in person or mailed by registered or certified mail to the person charged if he cannot otherwise be readily located. Any such ticket issued shall impose upon the owner a civil penalty as listed in the county fee schedule. These fees shall increase for each subsequent offense as shown in the county fee schedule. Such penalties must be paid within 20 days to the Chief Animal Control Officer or any person authorized by him to receive such funds. If the owner of the animal or other violator does not appear in response to such ticket, or if the applicable penalty is not paid within the time prescribed, a criminal summons shall be issued against the violator or owner or person having custody of the animal in violation of this section, and upon conviction, the violator or owner or person having custody of the animal shall be in addition to penalties prescribed for violation of this ordinance be punished as the court prescribes for failure to pay the civil penalties imposed by this ordinance.

(d) The Animal Control Officer shall cause all tickets to be serially numbered in duplicate and shall cause the records of the issuance and disposition of such tickets to be maintained so that an accounting can be made...

**Adopted this the 2nd day of February, 2004.  
Ulysses S. Ross, Chairman  
Warren County Board of Commissioners.**

**WARREN COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM REQUEST FORM ATTACHMENT PAGE 3 OF 3  
ANIMAL CONTROL 11-18-10**

	<b>Proposed Amendment for Approval</b>	<b>Current Fee Schedule</b>
• Civil Penalty		Fine not more than \$500
• First Violation	\$25.00	
• Second Violation	\$50.00	
• Third Violation	\$100.00	

Civil penalties assessed do not exempt violators from criminal actions being taken.

Failure to pay civil penalties is a criminal violation.

**\*Violations of Section VI. Animals Creating Nuisance results in a Notice to Abate Nuisance prior to any penalties being assessed. (Strays)**

*December 15, 2010*  
*Work Session Agenda*

*Item # 3-B*

**Municipal Requests for Animal Control Services**

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**Elma Rae Greene, Director**  
**Warren County Animal Control**

**MEMORANDUM**

**TO:** Warren County Board of Commissioners  
Linda T. Worth, County Manager

**FROM:** Elma Greene, Animal Control Director

**DATE:** December 9, 2010

**RE:** Municipal Requests for Animal Control Ordinance Enforcement Services

The Warren County Animal Control Department has received requests for County Animal Control ordinance enforcement services within the municipalities of Warrenton and Norlina. Historically, the county Animal Control Department enforces the county ordinance only within the county proper and provides rabies control services countywide. All municipalities within Warren County lack animal control expertise and/or funding for such services, however; each municipality has some form of animal related control ordinances/codes. Language in the current County animal control ordinance does not include, nor exclude the municipalities.

In the past several months, the Animal Control Department has been assisting and serving the municipalities by enforcing state laws in regard to animals, is loaning animal capture equipment and coordinating efforts with local municipal law enforcement and citizenry for the impoundment of animals originating from the municipalities at the animal shelter. County service delivery has been performed in a good faith effort to assist the municipalities as needed and to support the general health and welfare of all citizens in Warren County regardless of political boundaries.

Demand from the citizenry in municipalities and in the county proper combined for animal control, animal welfare and animal facilitation services has increased to levels beyond the current resources of the County Animal Control Department.

Samples of recent Animal Control service demands are summarized below:

**FY 10-11 1<sup>st</sup> Quarter**

	<b>911 AC Emergency requests</b>	<b>% of County Population</b>
Warrenton:	28%	4%
Norlina:	6%	5%
Macon:	0%	1%
County proper:	66%	90%

**Survey of routine service assistance to municipalities for October and November, 2010**

**Visits within municipal limits by Animal Control**

	<b>October</b>	<b>November</b>
Warrenton	10	6
Norlina	4	17
Macon	10	18
<b>2 month total</b>	<b>24</b>	<b>41</b>

It is estimated that 90% + of the above visits by county officers are the result of animal nuisance reports.

**Warrenton Requests comparison Jul-Dec**  
(Routine requests during business hours)

**FY 09-10**  
20

**FY 10-11**  
36 (+80%)

Of all Warrenton service requests for FY 10-11, 77% are regarding stray and nuisance animals.

Requests for services do not include the numbers of animals facilitated at the shelter originating from any municipality. County Animal Control officers capture, transport and impound 95% of total animals handled at the animal shelter.

Currently, two (2) Warren County Animal Control officers serve 19,425 citizens providing a 24 hour/7 days a week service. The Department currently struggles to maintain adequate field services when staff are off duty when sick, using vacation time and obtaining training. Staff are compensated with time off for overtime and 911 emergency calls which furthers strains the delivery of field and facilitation services.

During the FY 10-11, 1<sup>st</sup> quarter, Animal Control received approximately 200 requests for basic nuisance animal control services. This number of reports, calculated as the hypothetical (low) norm results in 800 nuisance reports per year. Animal Control response to nuisance reports involves a myriad of activity and expenditures including vehicle use, equipment purchases, maintenance, storage, enforcement activities, documentation, filing, etc., not mentioning husbandry and disposal of the animals facilitated as a result of such activity. Other reports of animal cruelty and neglect, dangerous dogs, animal bites, stray livestock and unwanted animals are not included in this number and no exact accounting of these reports have been tallied thus far. It is loosely estimated other requests for these other services may account for at least half of the number of animal nuisance reports received (approx. 400/year.).

In FY 09-10 Warren County Animal Control experienced a 53% in animal facilitation demand alone, resulting in the hiring of a part time animal shelter attendant in an effort to economize resources to better respond to increased routine field service and rabies control demands and to maintain a the standard of animal care at the animal shelter.

Using a National Animal Control Association formula for determining kennel staffing needs, it is estimated that 1 full time and 1 part time kennel staff is currently required to properly feed and sanitize the number of animals housed in the animal shelter. This number does not include staffing for other animal shelter duties such as laundry, dishes, lost and found reports, answering phones, etc. Animal Control maintains 2 part time kennel staff.

	<b>Salary</b>	<b>FICA</b>	<b>Retirement</b>	<b>Hospitalization</b>	<b>Total</b>
Animal Control Officer	\$23,876.00	\$1827.00	\$1545.00	\$5932.00	\$33,180.00
Attendant (PT to FT)	\$9882	\$751	\$483	\$2966	\$14022.00
Operating costs					\$5,000.00
Vehicle					\$20,000.00
<b>Total anticipated cost</b>					<b>\$72,202.00</b>

As nuisance reports, 911 emergencies and rabies and animal control and welfare service demand increases it is requested that the Board of County Commissioners review the Animal Control Ordinance and provide guidance in the jurisdictional enforcement of the ordinance.

If the Animal Control ordinance forms the basis for providing animal control services within the limits of the municipalities, increased human and financial resources are recommended to maintain adequate service levels and maintain compliance to the Warren County Animal Control ordinance, the regulatory Animal Welfare Act and to better serve our citizenry.

*December 15, 2010*  
*Work Session Agenda*

*Item # 4*

**Proposed EntreDot  
Warren County Economic Development  
Consulting Agreement**

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**Linda T. Worth, County Manager**

## MEMORANDUM

**TO:** Warren County Board of Commissioners  
**FROM:** Linda T. Worth, County Manager   
**DATE:** December 9, 2010  
**RE:** Proposed EntreDot Services Agreement

As requested by the Board of Commissioners at the October 21, 2010 Work Session, a subcommittee consisting of Mr. Ernie Fleming, Chairman, Economic Development Commission (EDC); Mrs. Sallie White, Vice-Chairperson, EDC; Mr. Pete Deschenes, EDC Board Member; and your County Manager met to discuss and revise as necessary and appropriate the proposed EntreDot Services Agreement. EntreDot officials, Mr. Bill Warner, Executive Director, and Mr. William Sarrine, Director presented the original agreement to the Board during the October 21<sup>st</sup> Work Session.

As a result of the subcommittee's review, revisions were made to the proposed EntreDot Agreement most notably the agreement is now a true consulting agreement for the provision of services deemed necessary to help develop sustainable processes to promote successful economic development for Warren County. As the Agreement is written, EntreDot will work directly with the Warren County Economic Development Commission and the County Manager in performing certain economic development functions and tasks that are outlined in the agreement. The proposed revised agreement is attached.

Mr. Warner and Mr. Sarrine will be present at the Work Session on December 15<sup>th</sup> to answer any questions the Board may have regarding the proposed agreement. Should the Board wish to entertain approval of this agreement, the estimated cost to facilitate same is \$7,500 per month for the six-month term. There are currently lapsed salaries/fringes in the EDC departmental budget resulting from a vacancy in the EDC Director position. However, we are currently utilizing the services of a Consultant in the EDC Office at a cost not to exceed \$10,000 through December 2010. Also, should the EDC decide to move forward to fill the vacant Director's position, additional funding in an amount to be determined would need to be appropriated to the EDC Department to pay for EntreDot's services.

We look forward to discussing this matter with the Board at the Work Session on December 15<sup>th</sup>. Should there be any questions in the interim, please do not hesitate to contact me.

cc: EDC Subcommittee Members  
Attachment

## **North Carolina**

### **Warren County**

#### **EntreDot® Services Agreement**

This EntreDot Services Agreement ("Agreement") is entered into \_\_\_\_\_, 2011, by and between **Warren County, North Carolina** ("County"), party of the first part; and **EntreDot**, a 501(c)(3) non-profit organization headquartered in Wake Forest, NC ("EntreDot"), party of the second part, (collectively "Parties"), for the purpose of engaging EntreDot to assist the County's Economic Development Commission ("EDC") and the County Manager in performing certain economic development functions and tasks.

#### **Statement of Work**

EntreDot will develop a sustainable process to promote economic development for Warren County.

In this capacity, EntreDot is expected to perform certain economic development functions and tasks on behalf of the EDC and achieve certain measurable results, including the following:

#### **First Quarter Activities:**

- Establish a community-wide team ("Team") that operates in an advisory capacity to the EDC and County Manager and performs the functions as described in EntreDot's report to the Board of County Commissioners entitled: "A New Approach To Rural Economic Development", while performing the following tasks and creating the following deliverables:
  - Documented description of the roles and responsibilities of the Team
  - Operating procedures document
  - Recruitment of Team members
  - Demonstrable team work that advances economic development
  - An operating organization producing results
    - Regular Team meetings
    - Establishment of economic development goals
    - Establish economic development actions to be performed by the community
    - Management of action items
  - Encourage active participation and support from local and State-wide organizations, i.e. Kerr-Tar COG, Rural Center, SBTDC, SCORE, Vance-Granville Community College, and RTRP.
- The Team will develop and execute economic development processes to perform the following tasks and create the following deliverables:

- Conduct a comprehensive assessment of the business assets of Warren County to include an analysis of workforce demographics, including but not limited to:
  - Diversity analysis (age, gender, ethnicity, etc.);
  - Current skills and competencies available;
  - Skills competencies necessary for future workers;
  - Current and future labor markets;
  - Sources for labor competition;
  - Educational programs and facilities;
  - Communications;
  - Roads, rail, transportation;
  - Historical sites, recreational areas, agriculture;
  - Government support, key businesses, and professional services.

For the most part, this is further refinement of the 21<sup>st</sup> Century Communities study to be conducted by EntreDot and will take it to the next step of identifying specific businesses that are appropriate for Warren County by identifying market opportunity segments that would be a "best fit" for the assets of Warren County, including the description of the kinds of businesses that would have the best chance of success.

- Determine the gaps in the ability of the community to pursue these market sectors and business opportunities and develop actions that will be needed to support business owners. These programs and initiatives might include:
  - Providing input to the Community College System to help facilitate improvements in the community college curriculum to help develop entrepreneurship and business ownership skills as well as identification of specific job training needs in the County
  - Encouraging programming in the high school system to provide job training for people to enter the new market sectors
  - Identifying local and state government incentive programs to help foster new business creation and small business growth
  - Identifying facilities that support entrepreneurial start-up businesses
  - Taking advantage of State and local grant and loan programs
  - Marshalling the collective expertise of the local business community to support local entrepreneurs and small businesses
  - Establishing partnerships with universities for business expertise
  - Providing business mentoring and counseling to entrepreneurs and small business owners

## **Second Quarter Activities:**

- Identify entrepreneurs that have the potential and interest in pursuing the identified business opportunities, nurturing them during the process of business planning and development. These entrepreneurs come from both within the community as well as those that are interested in moving to the community from other places. The identification of new entrepreneurs is an ongoing effort that requires the constant support of the Team.
- Document an economic development strategy based on the results of the comprehensive assessment that will put Warren County on a sustainable economic development track of disciplined job creation.
- Identify and recruit new and existing businesses that will be mentored by EntreDot in an effort to start the process of creating and saving jobs for the County.
- Working with the EDC and County Manager, play an active role in recruiting new businesses to the County, and play an advisory role in the negotiations as needed.
- Based on the results of the comprehensive assessment and strategy development work, provide advice on economic development marketing programs and marketing materials for the County.
- Support the EDC's efforts to improve the Web site design and content management by offering additional content and capability to reach members of the community, entrepreneurs, and business owners.
- Support any EDC small business development programs with content and speakers as needed.

## **Terms of Agreement**

Upon execution of this Agreement, the County hereby offering and EntreDot accepting, the Parties acknowledge and agree to the following terms:

1. **Professional Services:** EntreDot shall work in conjunction with and report to the County Manager and EDC and be responsible for completing the above Scope of Work on behalf of the EDC.
2. **Term and Termination of Services:** EntreDot services shall be for a period of six (6) months, to commence on January 1, 2011, unless the Parties agree in writing to extend EntreDot's services. Either party can terminate this agreement upon thirty (30) days written notice; or immediately, upon mutual agreement or for cause.
3. **Compensation:** EntreDot will be paid \$7,500 per month which includes all business-related expenses.
4. **Payments:** EntreDot's monthly compensation will be paid in two equal installments on the 15<sup>th</sup> and 30<sup>th</sup> of the month with the first bi-monthly installment of \$3,750 being due upon signing this Agreement.

EntreDot shall submit an invoice to the County not later than the 5th and 20th day of each month, which invoices shall be paid by the County on the 15<sup>th</sup> and 30<sup>th</sup> day of the same month.

5. **Expenses:** EntreDot will provide for its own travel to and from Warren County. Any extraordinary travel or non-travel related expenses require prior approval from the County. County will provide conference room space for its meetings and economic development functions.
6. **Independent Contractor:** EntreDot shall be an independent contractor and not an employee of the County. As such, EntreDot is not entitled to participate in any fringe benefit programs maintained by the County, including, but not limited to, any retirement plan, insurance program, vacation or severance payments, holiday, overtime or other premium rate of pay. The County shall not include EntreDot on its policy of workers' compensation or on any private insurance program or welfare benefit plan adopted in lieu of worker's compensation. EntreDot shall be solely responsible for any and all of its state and federal tax considerations, as well as workers compensation, FICA, and disability payments.
7. **Indemnification:** EntreDot hereby agrees to indemnify and hold the County harmless from any expense, penalty, or other loss to which it may be subject as a result of EntreDot's breach of his/her duty under this section.
8. **Ownership of Materials and Confidentiality:** The County acknowledges that during the term of this Agreement, it may make available to EntreDot proprietary and/or confidential information that the County, in its sole discretion, determines will enable EntreDot to carry out its duties for the County. In exchange, EntreDot hereby covenants to use said proprietary or confidential information for the exclusive benefit of the County and will hold said information in strict confidentiality. Proprietary and confidential information is defined to include, but not be limited to: all information, technical data, trade secrets and know-how; all client and customer lists, vendor lists, agency lists (government or otherwise), personnel information, as well as all standard documents and forms, including those adapted from public samples; all business development and marketing techniques, strategies, and approaches; all computer software and hardware configuration information; and, all other documentation of information disclosed by the County to EntreDot directly or indirectly, in writing, orally, electronically, or by computer in the course and conduct of the County's business activities and/or to enhance the level of services provided by the EDC. Further, EntreDot acknowledges and agrees that all economic development planning documents, program guides, brochures, and any other written documentation, as well as technical data developed and/or produced by, through or in the course of this Agreement shall be the sole property of the County.
9. **Dispute to be Settled by Arbitration:** Any claim or controversy arising out of or related to any provision in this Agreement, or the breach thereof, shall be submitted to a panel of three AAA certified arbitrators (one chosen by each of the Parties, the third to be chosen by those two arbitrators) for arbitration in accordance with the then existing commercial arbitration rules of the American

Arbitration Association, to the extent consistent with the laws of the State of NC. The Parties agree any judgment rendered shall be binding upon all Parties.

- 10. Liability:** In no event shall either of the Parties be liable to the other for the payment of any consequential, special, punitive, or exemplary damages resulting from a default in the performance of their respective obligations under this Agreement.
- 11. Governing Law, Venue:** This agreement shall be governed and construed in accordance with the laws of the State of NC. In the event that any legal proceedings are instituted concerning the interpretation or enforcement of the Agreement, exclusive venue over such proceedings shall be vested in the state courts sitting in the State of NC, County of Warren.
- 12. Notice of Termination or Dispute:** Any notice of termination of the Agreement shall be served upon the Parties by regular U.S.P.S. mail or by electronic mail at the addresses listed below. Any notice of dispute shall be served by certified mail, return receipt requested upon the opposing party at the addresses below.

EntreDot  
6516 Wakefalls Drive  
Wake Forest, NC 27587  
(919) 570-1023  
[bwarnar@entredot.org](mailto:bwarnar@entredot.org)

Warren County Manager  
PO Box 619  
Warrenton, NC 27589  
(252) 257-3115  
[lworth@co.warren.nc.us](mailto:lworth@co.warren.nc.us)

- 13. Termination Assistance:** Upon termination of this Agreement, EntreDot shall immediately deliver all County proprietary information in its possession to the County (including work in progress, such as notes, drafts, and other unfinished material) and shall, upon the County's written request, document, in detail, the status of the services that have been terminated and the status of the work products.
- 14. Entire Agreement, Modification and Extension:** This agreement represents the entire agreement between the Parties. It may be modified or extended only in a written document executed by both Parties with the same formality as this original Agreement.
- 15. Enforceability:** If any part of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable, the enforceability of the remaining provisions shall not be affected thereby and shall be enforced to the maximum extent permitted by law.
- 16. Assignment:** EntreDot shall not assign, sell or otherwise dispose of this Agreement without the prior written consent of the County.

The Parties hereto acknowledge and agree that they have read, understood, and voluntarily entered into this Agreement. Further, each party signatory hereto acknowledges and agrees that they had a reasonable opportunity to review this entire Agreement with their respective attorneys including the paragraphs relating to confidentiality with their respective chosen counsels, and; thus, understand the ongoing obligations created by this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**WARREN COUNTY, NC**

\_\_\_\_\_

By: Linda T. Worth, County Manager

\_\_\_\_\_

Date

Witness: \_\_\_\_\_

**ENTREDOT**

\_\_\_\_\_

By: Bill Warner, Executive Director

\_\_\_\_\_

Date

Witness: \_\_\_\_\_

*December 15, 2010*  
*Work Session Agenda*

*Item # 5*

**EMS Sub-Station in Roanoke Township**

**== =**

**Commissioner Ulysses Ross**

*December 15, 2010*  
*Work Session Agenda*

*Item # 6*

**Discussion Topics**

== =

**Chairman Richardson**

*December 15, 2010*  
*Work Session Agenda*

*Item # 6-A*

**Discussion Topic: Laptops for Board of  
Commissioner Members**

*December 15, 2010*  
*Work Session Agenda*

*Item # 6-B*

**Discussion Topic: Board Planning Activities**

*December 15, 2010*  
*Work Session Agenda*

*Item # 7*

**Adjourn Work Session**