

*WARREN COUNTY  
BOARD OF COMMISSIONERS*

*July 9, 2012*

*6:00 pm – Regular Meeting*

*Warren County Armory Civic Center  
Meeting Room*

*Prepared by*

*Angelena Kearney-Dunlap  
NC Certified Clerk to the Board of County Commissioners*

# **NOTICE**

## **Warren County Board of Commissioners July 2, 2012 Regular Meeting Rescheduled**

Notice is hereby given that the Warren County Board of Commissioners July 2, 2012 regular monthly meeting has been rescheduled to **Monday, July 9, 2012 at 6:00 p.m.**

All interested persons are encouraged to attend this meeting.

Ulysses Ross, Chairman  
Warren County Board of Commissioners

6:00 pm

Call to Order July 9, 2012  
Regular Monthly Meeting  
By  
Chairman or Designee

Moment of Silence

Conflict of Interest Disclaimer



- ▶ *“Members of the Warren County Board of Commissioners are advised, hereby, of their duty under the State Government Ethics Act to avoid conflicts of interest and the appearance of such conflict; and, further, are instructed to refrain from participating in any matter coming before this Board of County Commissioners with respect to which there is a conflict of interest or appearance of such conflict”.*
  - ▶ In accordance with the State Government Ethics Act, it is the duty of every Board member to avoid both conflicts of interest and appearances of conflict.
  - ▶ Does any Board member have any known conflict of interest or appearance of conflict with respect to any matter coming before this Board today?
  - ▶ If so, please identify the conflict and refrain from any undue participation in the particular matter involved.
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# Citizen Comments



# Rules for Citizen Comments

Please sign up to speak.

The maximum time allotted to each speaker will be \_\_\_\_ (\_\_\_\_) minutes;  
Clerk to the Board will keep time.

Any group of people who support or oppose the same position should  
designate a spokesperson.

Please address only those items which might not have been addressed  
by a previous speaker.

If response from Manager and/or Board is desired, please leave a copy  
of your comment(s) with the Clerk to the Board.

Order and decorum will be maintained. This is not a question and  
answer session.

*Warren County  
Board of Commissioners*

Meeting Date: July 9, 2012

Agenda Item # 5

**SUBJECT:** Adopt July 9, 2012 Suggested Agenda

**REQUESTED BY:** Clerk / Deputy Clerk to the Board

**SUMMARY:** None

**FUNDING SOURCE:** N/A

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:** N/A

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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*SUGGESTED AGENDA  
FOR  
July 9, 2012 REGULAR MONTHLY MEETING  
OF THE WARREN COUNTY BOARD OF COMMISSIONERS  
Warren County Armory Civic Center Meeting Room  
WARRENTON, NORTH CAROLINA*

1. Call to Order Regular Monthly Meeting – 6:00 pm by Chairman or Designee
2. Moment of Silence
3. Conflict of Interest Disclaimer
4. Citizen Comments
5. Adopt July 9, 2012 Suggested Agenda
6. Consent Agenda
  - A. Approve Minutes of:
    - June 4, 2012 - Regular Board Meeting
    - June 11, 2012 - Budget Public Hearing
    - June 20, 2012 - Budget Special meeting
  - B. Interest Income Report June 2012 – Finance Director Barry Mayo
  - C. Tax Collector’s Report June 2012 – Tax Administrator
  - D. Tax Release Requests (Over \$100) – Tax Administrator
  - Tax Release Requests (Under \$100) - “ “ “ “
7. Reserved for Finance Officer – Barry Mayo
8. Tax Administrator’s Report of Current Years Tax Levy and Schedule of Ad Valorem Taxes Receivable
9. Follow-Up to June 20<sup>th</sup> Work Session – Warren County Armory Civic Center
  - A. Proposed Facility Use Fee Exemption Policy
  - B. Revised Rental Agreement
10. Request Approval to Modify Contract with River’s & Associates for Water Main Section added to District III, Phase III - Macon Robertson, Public Utilities Director

11. Senior Center - Arnetta Yancey, Director
  - A. Approve Caterer's Contract for Senior Center Nutrition Program for FY 2012-2013
  - B. Approve Transportation Contract for FY 2012-2013
  - C. Home & Community Care Block Grant for Older Adults Agreement
  - D. Grant Contract for Family Caregiver Support Program
12. Receive Property from US Customs – Sheriff Johnny Williams
13. Revised Contract for Legal Services for Warren County – Karlene Turrentine, Co. Attorney
- 13 A. Grant Agreement and Funding Approval CDBG Project 11-C-2328 (**Addition to Agenda**)
14. Personnel Actions – County Manager
  - A. Senior Center – Appoint Interim Director
  - B. Tax Office – Appoint Interim Tax Administrator
  - C. Appoint Information Technology (IT) Administrator
15. Surplus Property – Clerk to the Board
  - A. Printer & Trash Crusher
  - B. Tax Foreclosed Properties
  - C. Convey Office Furniture to area Non-Profits
16. Schedule Public Hearing for August 6, 2012 @ 5:45 pm; RE: Revised County Hazard Mitigation Plan – Doug Young
17. Request Approval to Move forward with Purchase of 2.879 Acres for Roanoke Park after Title Search has been Performed
18. Designate Board of Commissioners' Voting Delegate to NCACC Annual Conference
19. County Manager's Report
  - A. Contracts Executed
  - B. Monthly Report
20. Closed Session in accordance § 143-318.11.A(3) - Attorney Client Privileged
21. Adjourn Meeting

**SUBJECT: Approve Minutes of:**

June 4, 2012 – **PUBLIC HEARING - 2013 ROAP APPLICATION**

June 4, 2012 - **PUBLIC HEARING - TEMPORARY SUSPENSION OF ISSUANCE  
OF ZONING PERMITS FOR NEW COMMERCIAL SIGNS**

June 4, 2012 - **REGULAR MONTHLY MEETING**

June 11, 2012 – **BUDGET PUBLIC HEARING**

June 20, 2012 – **BUDGET SPECIAL MEETING**

**REQUESTED BY:** Clerk to the Board

**SUMMARY:** None

**FUNDING SOURCE:** N/A

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:** N/A

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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## *Minutes of*

### **June 4, 2012**

- \* PUBLIC HEARING - 2013 ROAP APPLICATION
- \* PUBLIC HEARING - TEMPORARY SUSPENSION OF ISSUANCE OF ZONING PERMITS FOR NEW COMMERCIAL SIGNS
- \* REGULAR MONTHLY BOARD MEETING

### **June 11, 2012**

- \* BUDGET PUBLIC HEARING

### **June 20, 2012**

- \* BUDGET SPECIAL MEETING

*Have been provided by e-mail prior to the meeting.*

Meeting Date: July 9, 2012

CONSENT AGENDA Item # 6B

**SUBJECT:** Approve Interest Income Report for May 2012

**REQUESTED BY:** Barry Mayo, Finance Director

**SUMMARY:** The monthly Interest Income Report is presented for the Board's information.

**FUNDING SOURCE:** Various

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:** N/A

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**INTEREST INCOME REPORT**  
**Month of May 2012**

FUND	MAY INCOME	FISCAL YEAR TO - DATE
General	739.46	6,495.29
Revaluation	15.42	115.31
E 911 Telephone System	23.96	147.47
Buck Spring Project	19.80	150.88
Ambulance Storage Facility	19.69	225.32
National Guard Armory	1.33	10.14
Simulcast System Upgrade	6.38	57.67
Regional Water Enterprise Fund	31.14	230.28
District 1 Enterprise Fund	66.49	423.03
Solid Waste	20.13	104.57
District II Enterprise Fund	56.37	394.55
District III Capital Project Fund	9.74	93.54
District III Phase II BANS	0.26	1.97
District III Enterprise Fund	38.45	190.65
Soul City Pump Station Improvements	0.66	8.27
District III Phase III	33.95	211.91
	1,083.23	8,860.85

**Meeting Date: July 9, 2012**

**CONSENT AGENDA Item # 6C**

**SUBJECT: Approve Tax Collector's Report**

**REQUESTED BY: Tax Administrator**

**SUMMARY: The Tax Collector's Report for the month of May is presented for the Board's information.**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE: G.S. 105 350  
Tax Collection Report and Interest Income Report supplied for Board's  
information**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**Tax Collector's Report  
to the Warren County Board of Commissioners  
For the Month MAY 2012**

**Current Year Collections**

Tax Year	Charge	Collected in MAY	Collected to Date	Balance Outstanding	Percentage Collected
MAY 2012 FY12	\$15,838,674	\$146,884	\$15,000,779	\$837,895	94.71
MAY 2011 FY11	\$15,394,887	140,122	14,437,526	957,361	93.78

**Delinquent Collections**

2010	\$765,292	\$28,301	\$490,708	274,584	64.12
2009	256,908	6,942	92,755	164,152	36.10
2008	174,626	3,603	39,392	135,234	22.56
2007	154,180	1,421	19,407	134,773	12.59
2006	136,269	1,439	12,090	124,179	8.87
2005	112,909	457	8,214	104,695	7.28
2004	100,125	321	6,215	93,910	6.21
2003	84,816	112	4,203	80,613	4.96
2002	107,532	190	4,257	103,275	3.96
2001	161,010	143	4,013	156,997	2.49
<b>Total Delinquent Years</b>	<b>\$ 2,053,667</b>	<b>\$42,929</b>	<b>\$ 681,254</b>	<b>\$ 1,372,412</b>	

**Other MAY Receipts**

County Penalties  
Landfill User Fees  
Municipalities  
Fire District Taxes  
Advance Taxes

\$ 18,018	\$ 176,664
\$ 23,045	\$ 1,186,419
\$ 15,613	\$ 667,646
\$ 22,530	\$ 744,740
14199.00	30,674.00

**MAY GRAND TOTAL**

<b>\$ 283,218</b>	<b>\$ 18,488,176</b>
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*R Edwin Mitchum*

R. Edwin Mitchum, Tax Collector

6/8/2012

Date

**Meeting Date: July 9, 2012**

**CONSENT AGENDA Item # 6D**

**SUBJECT: Request for Tax Releases**

**REQUESTED BY: Tax Administrator**

**SUMMARY: Tax Releases over \$100 are submitted for the Board's approval and Releases under \$100 approved by the County Manager are submitted for the Board's information.**

**FUNDING SOURCE: N/A**

**APPLICABLE STATUTE: NCGS 105-381. TAXPAYER'S REMEDIES**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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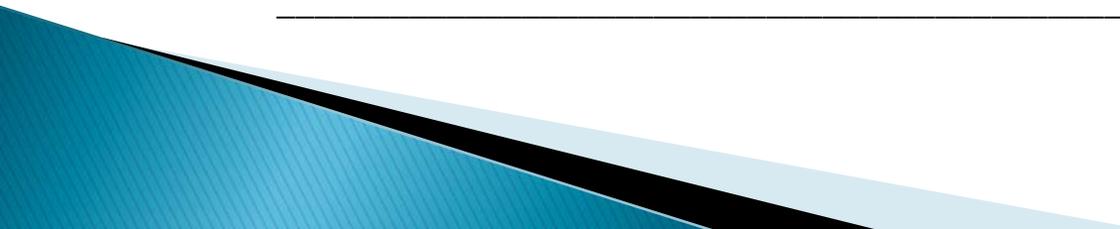
**NOTES:**

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*Over \$100*

<b>Over \$100</b>	<b>7/2/2012</b>	<b>Date: _____</b>
<b><u>MOTOR VEHICLE RELEASES:</u></b>		
HALL SHEENA BRAUER	2011 34948 2095 VFCHIP	71463 \$104.22 SOLD
<b>SUB-TOTAL MOTOR VEHICLE RELEASES:</b>		<b>\$104.22</b>
<b>SUB-TOTAL CORRECTION RELEASES:</b>		<b>\$0.00</b>
<b>Total Releases</b>		<b>\$ 104.22</b>

# Under \$100

Under \$100

7/2/2012

Date: *LW*  
7/2/12

**ERROR CORRECTION RELEASES:**

<u>NAME</u>	<u>Year</u>	<u>ACCT#</u>	<u>MAP #</u>	<u>RECORD #</u>	<u>AMOUNT</u>	<u>REASON</u>
CLARY ROBERT C	2011	8806 309	K2C 58A	2807	\$ 74.36	BT HSE ALSO ASSESSED ON REC 21567
CLARY ROBERT C	2010	8806 309	K2C 58A	2807	\$ 71.61	BT HSE ALSO ASSESSED ON REC 21567
CLARY ROBERT C	2009	8806 309	K2C 58A	2807	\$ 71.61	BT HSE ALSO ASSESSED ON REC 21567
<b>SUB-TOTAL ERROR CORRECTIONS:</b>					<b>\$ 71.61</b>	

**Meeting Date: July 9, 2012**

**Item # 7**

**SUBJECT: Reserved for Finance Officer**

**REQUESTED BY:**

**SUMMARY:**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**Meeting Date: July 9, 2012**

**Item # 8**

**SUBJECT: Tax Administrator's Report**

**REQUESTED BY: Board of County Commissioners**

**SUMMARY: The Tax Administrator's Analysis of the Current Year's Tax Levy and the Schedule of Ad Valorem Taxes Receivable including reconciliation with revenues as of June 26, 2012 is presented for the record as ordered by the Board during the June 20, 2012 Special Meeting.**

**FUNDING SOURCE: NC GS 105-373(c)**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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R. Edwin Mitchum  
Tax Administrator

117 South Main Street  
PO Box 240  
Warrenton, North Carolina 27589  
Phone: (252) 257-4158  
Fax: (252) 257-9369



County of Warren  
Office of the Tax Administrator

June 27, 2012

Mr. Ulysses S. Ross, Chairman  
Warren County Board of Commissioners  
Post Office Box 619  
Warrenton, NC 27589

Dear Chairman Ross:

In accordance with NC GS 105-373 (c), attached are the Analysis of the Current Tax Levy and the Schedule of Ad Valorem Taxes Receivable including a reconciliation with revenues. These schedules include taxes levied and collected through June 26, 2012 for the current year and all delinquent years in my hands for collection.

On file in the safe in the Tax Office is a notebook including the supporting documents and schedules typically prepared at yearend for review by the auditors and used for preparation of the above tax schedules that are included in the Comprehensive Annual Financial Statement.

I have delivered a copy of the same to the offices of Winston, Williams, Creech and Evans.

In accordance with the above statute, I ask that this report and the action taken by the Board be entered into the minutes of the governing body.

Sincerely,

Robert E. Mitchum  
Tax Collector

C: Jim Winston with all attachments

**R. Edwin Mitchum**  
Tax Administrator



117 S. Main Street  
Post Office Box 240  
Warrenton, North Carolina 27589  
Phone: (252) 257-3337  
Fax: (252) 257-9369

**COUNTY OF WARREN  
OFFICE OF THE TAX ADMINISTRATOR**

**2011 TAX YEAR SETTLEMENT**

2011 TAX YEAR ORIGINAL LEVY	\$18,021,662.53
ADDITIONS:	
DISCOVERIES	\$ 557,377.63
INTEREST	49,487.71
STATE 3% INTEREST	4,909.58
LIEN ADVERTISING COST	5,878.00
TOTAL	\$18,639,315.45
REDUCTIONS	
UNCOLLECTED BALANCE	
CASH COLLECTIONS	\$17,520,197.09
RELEASES	84,311.77
SUBTOTAL	\$17,435,885.32
UNCOLLECTED TAXES JUNE 26, 2012	\$ 1,203,430.13
TOTAL	\$18,639,315.45
PERCENTAGE OF CURRENT YEAR'S TAXES COLLECTED	95.26

COLLECTIONS PROGRESS REPORT

RUN DATE 06262012

TAX DISTRICT	ORIGINAL LEVY	+MISC CHARGES	+DISCOVERIES &CORRECTIONS	-RELEASES	=CURRENT LEVY	-PAYMENTS	=BALANCE	%ORIG LEVY	%CURR LEVY
2011 TAX YEAR TAXES	18021662.53	0.00	557387.63	-84311.77	18494738.39	17520197.09	974541.30	97.22	94.73
2010 TAX YEAR TAXES	987983.38	0.00	1465.80	-12357.12	977112.06	608245.53	368866.53	61.56	62.25
2009 TAX YEAR TAXES	351259.18	0.00	-111.77	-1772.65	349374.76	123501.83	225872.93	35.16	35.35
2008 TAX YEAR TAXES	242590.15	0.00	26.30	-1853.67	240762.78	52698.95	188063.83	21.72	21.89
2007 TAX YEAR TAXES	214584.18	0.00	0.00	-3328.44	211255.74	27043.58	184212.16	12.60	12.80
2006 TAX YEAR TAXES	185831.80	0.00	0.00	-1480.68	184351.12	17234.80	167116.32	9.27	9.35
2005 TAX YEAR TAXES	156189.51	0.00	0.00	-1331.02	154858.49	11530.17	143328.32	7.38	7.45
2004 TAX YEAR TAXES	208357.30	0.00	0.00	-68326.32	140030.98	9511.59	130519.39	4.57	6.79
2003 TAX YEAR TAXES	122126.89	0.00	0.00	-1368.60	120758.29	6791.07	113967.22	5.56	5.62
2002 TAX YEAR TAXES	143256.62	0.00	0.00	-1666.65	141589.97	6621.89	134968.08	4.62	4.68
2001 TAX YEAR TAXES	202548.05	0.00	0.00	-888.11	201659.94	6364.23	195295.71	3.14	3.16
ALL YEARS	20836389.59	0.00	558787.96	-178685.03	21216492.52	18389740.73	2826751.79	88.26	86.68

TAX DISTRICT	ORIGINAL LEVY	+MISC CHARGES	+DISCOVERIES & CORRECTIONS	-RELEASES	=CURRENT LEVY	-PAYMENTS	=BALANCE	%ORIG LEVY	%CURR LEVY
WARREN COUNTY TAXES	15388895.67	0.00	471468.29	-51451.70	15808912.26	15060214.51	748697.75	97.86	95.26
LATE LIST PENALTY	8823.05	0.00	29356.38	-6960.97	31218.46	17547.82	13670.64	198.89	56.21
DOG TAX	3534.00	0.00	0.00	-20.00	3514.00	3381.29	132.71	95.68	96.22
CHURCHILL 5 FORKS F	117615.54	0.00	679.56	-111.41	118183.69	115797.59	2386.10	98.45	97.98
CENTRAL WARREN FIRE	95186.36	0.00	2437.20	-639.20	96984.36	87070.12	9914.24	91.47	89.78
MACON FIRE	36406.23	0.00	1930.00	-97.98	38238.25	35919.56	2318.69	98.66	93.94
RIDGEWAY FIRE	28348.14	0.00	2934.23	-629.48	30652.89	26563.26	4089.63	93.70	86.66
AFTON ELBERON FIRE	68106.14	0.00	464.14	-226.70	68343.58	60514.98	7828.60	88.85	88.55
ROANOKE WILLOWOOD FT	82579.96	0.00	455.66	-239.77	82795.85	80632.32	2163.53	97.64	97.39
HAWIREE FIRE	36221.18	0.00	1751.46	-135.28	37837.36	34455.28	3382.08	95.12	91.06
LITTLETON FIRE	57429.16	0.00	630.37	-131.66	57927.87	56189.22	1738.65	97.84	97.00
LONG BRIDGE FIRE	76111.92	0.00	539.57	-124.79	76526.70	74066.22	2460.48	97.31	96.78
ARCOLA FIRE	19268.48	0.00	413.28	-102.00	19579.76	17437.34	2142.42	90.50	89.06
DREWKY FIRE	48038.27	0.00	248.74	-64.39	48222.62	45670.83	2551.79	95.07	94.71
INEZ FIRE	20561.73	0.00	92.51	-61.16	20593.08	18844.15	1748.93	91.65	91.51
SMITHCREEK FIRE	45117.88	0.00	1008.74	-172.29	45954.33	43377.43	2576.90	96.14	94.39
SOUL CITY FIRE	28058.89	0.00	79.88	-108.20	28030.57	25839.53	2191.04	92.09	92.18
TOWN OF NORLINA	211625.97	0.00	15997.67	-862.24	226761.40	213547.56	13213.84	100.91	94.17
TOWN OF MACON	14679.75	0.00	1142.48	-48.98	15773.25	15075.61	697.64	102.70	95.58
TOWN OF WARRENION	420894.21	0.00	24742.47	-1858.57	443778.11	423107.46	20670.65	100.53	95.34
MACON LANDFILL USER	4130.00	0.00	0.00	-140.00	3990.00	3850.00	140.00	93.22	96.49
LANDFILL USER FEE	1210030.00	0.00	1015.00	-20125.00	1190920.00	1061095.01	129824.99	87.69	89.10
SUBTOTAL	18021662.53	0.00	557387.63	-84311.77	18494738.39	17520197.09	974541.30	97.22	94.73
LIEN ADV COST	0.00	5894.00	-10.00	-6.00	5878.00	1985.35	3892.65	100.00	33.78
INTEREST	0.00	49487.71	0.00	0.00	49487.71	49487.71	0.00	100.00	100.00
STATE 3PCT INTEREST	0.00	4909.58	0.00	0.00	4909.58	4909.58	0.00	100.00	100.00
TOTAL	18021662.53	60291.29	557377.63	-84317.77	18555013.68	17576579.73	978433.95	97.53	94.73

(1)

(2)

**Meeting Date: July 9, 2012**

**Item # 9-A**

**SUBJECT: Follow-Up to June 20, 2012 Work Session**

**REQUESTED BY: Armory Fee Waiver Committee**

**SUMMARY: Having discussed proposed Warren County Armory Civic Center Facility Use Fee Exemption Policy and Facility Use Fee Waiver Application during above referenced work session, it is now presented for Board's action.**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval of Facility Use Fee Exemption Policy and Facility Use Fee Waiver Application.**

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**NOTES:**

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## MEMORANDUM

**TO:** Warren County Board of Commissioners

**FROM:** Linda T. Worth, County Manager *LJW*

**DATE:** June 30, 2012

**RE:** Proposed Warren County Armory Civic Center  
Facility Use Fee Exemption Policy &  
Revised Rental Agreement

Attached are a proposed Facility Use Fee Exemption Policy and Facility Use Fee Waiver Application for the Armory Civic Center. Pursuant to the Board's directive to develop a fee exemption policy, a committee consisting of Commissioners Jordan and Baker; Linda T. Worth, County Manager; Barry Mayo, Finance Director; and Paula Pulley, Executive Assistant/Armory Rental Coordinator, has developed the proposed policy and application to govern the process of receiving and processing requests for facility use fee exemptions.

The Committee is also recommending the following change to the Armory Civic Center Rental Agreement Cleaning/Damage Deposits:

It is recommended the Cleaning/Damage Deposits be changed to Cleaning/Damage Fees with a portion of the fees being retained by the County to help cover facility operating expenses, i.e. utilities, cleaning, and staff labor. As the Rental Agreement is currently written, renters receive a refund of the entire Cleaning/Damage Deposits for Rooms A, B, and C, provided the after-event facility inspection is satisfactory. Because the County has contracted with a private contractor on an as-needed basis for after-event cleaning at a cost of \$250 per cleaning and to help cover the cost of utilities and staff labor, the Committee is recommending that in the case of the \$300 Cleaning/Damage Fee for Room C, renters would receive a refund of \$200, with the County retaining \$100 to help cover some of the expenses associated with operating the facility provided the after-event facility inspection is satisfactory. The Cleaning/Damage fees for Rooms A and B would also be handled in a similar manner.

The Board's favorable approval of the proposed Fee Exemption Policy, Facility Use Fee Waiver Application, and changes to the Armory Civic Center Rental Agreement will be greatly appreciated.

Attachments

**WARREN COUNTY ARMORY CIVIC CENTER  
FACILITY USE FEE EXEMPTION POLICY**

A. *Purpose.* To establish a uniform facility use fee exemption policy for the Warren County Armory Civic Center to the benefit of the County, its citizens and the staff with oversight responsibility for rentals.

B. *Basic policy.* The Warren County Board of Commissioners desires to maintain standard policies and procedures designed to accommodate fair consideration of all requests for facility use fee exemptions from the organizations, agencies and groups identified in this Policy.

C. *Non-discrimination policy.* The Armory Civic Center is available for the use and enjoyment by all persons without discrimination on the basis of race, national origin, sex, religion, age or disability.

D. *User fees.* User fees are established by the Warren County Board of Commissioners and are included in the Warren County Armory Civic Center Rental Agreement.

E. *User fee exemptions.* The following organizations *may* be exempted from the payment of user fees upon approval of a Facility Use Fee Waiver Application by the Warren County Board of Commissioners.

Requests for exemption must be submitted to the Warren County Board of Commissioners through the Warren County Manager or her/his designee. Exemption requests shall be considered at the next regularly scheduled meeting of the Board of County Commissioners. Exemptions granted shall be in the form of a resolution adopted by the Warren County Board of Commissioners.

1. Military or military-affiliated organizations located within Warren County or serve the citizens of Warren County that provide in-kind services to Warren County Government *may* be considered for exemption from user fees **once yearly**. Those organizations granted exemption from user fees are not exempt from cleaning and damage fees which are non-refundable.
2. Governmental agencies located within Warren County who wish to sponsor community events open to the general public that are free of admission are exempted from the payment of user fees and deposits. Cleaning and damage fees are not exempt and are non-refundable.
3. National, state, regional or local organizations associated with educational issues or causes involving the Warren County Public Schools or Vance-Granville Community College may use the Armory Civic Center for an event open to the public and free of admission **once yearly** for the purpose of fund raising or holding a community event shall be exempt from user fees. These organizations are not exempt from cleaning and damage fees which are non-refundable.

4. Non-profit organizations defined by the Internal Revenue Code as 501(c) (3) and Internal Revenue Code 501 (c) (8) located within Warren County or serve the citizens of Warren County that are associated with health and/or human services issues or causes may use the Armory Civic Center for an event open to the public and free of admission **once yearly** for the purpose of fund raising or holding a community event shall be exempt from user fees. These organizations are not exempt from cleaning and damage fees which are non-refundable.
5. Fee exemptions **will not** be granted for events scheduled on dates on or around County recognized holidays. A list of County recognized holidays can be secured from the Office of the Clerk to the Board of County Commissioners.

F. *Contracts.* All users of the Armory Civic Center are required to execute the Warren County Armory Civic Center Rental Agreement prior to their use of the facility. The Rental Agreement can be downloaded from Warren County' s Official Website at [www.warrencountync.com](http://www.warrencountync.com). The agreement includes an indemnity holding Warren County harmless from any and all liability caused by the user's negligence during their use of the facility. Some groups may be required to provide proof of liability insurance as determined by staff on a case-by-case basis, or as required by the Rental Agreement.

G. *Reservations.* All users are required to reserve the use of the Armory Civic Center through the Warren County Manager' s Office. Reservations are to be approved by the Warren County Manager or her/his designated representative. Reservations for events exempted from user fees must be requested a minimum of eight (8) weeks in advance of the required usage. Exceptions may be granted by the County Manager or her/his designee.

H. *Cancellation & Revocation.* The Warren County Board of Commissioners and the Warren County Manager reserve the right to cancel an approved request or revoke the right of the use of the Armory Civic Center to any organization, agency or group when:

1. Said organization, agency or group has shown sufficient disregard for the Rules and Regulations set forth in the Rental Agreement.
2. It is deemed necessary for the concern of the health, safety, and welfare of the applicant, guests, or the general public.
3. It is in the best interest of the Armory Civic Center.
4. In the event of event cancellation or postponement due to inclement weather, or other situation(s) beyond our control, the Warren County Manager's Office will work with the applicant to secure the next available date for use of the facility. However, each event requires a new Rental Agreement.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2012.

WARREN COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Ulysses S. Ross, Chairman

ATTEST:

\_\_\_\_\_  
Angelena Kearney-Dunlap, Clerk to the Board

"DRAFT – 6-12-12"

**WARREN COUNTY ARMORY CIVIC CENTER  
FACILITY USE FEE WAIVER APPLICATION**

Organization: \_\_\_\_\_ Date(s) of event: \_\_\_\_\_

EIN or Business License #: \_\_\_\_\_

Type of business:  Government  Non-profit  For-profit  Other: \_\_\_\_\_

If your organization is a non-profit, you must attach proof of non-profit status.

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: (O) \_\_\_\_\_ (C) \_\_\_\_\_ (Alt.) \_\_\_\_\_

Email: \_\_\_\_\_ Web: \_\_\_\_\_

Brief Description of Event: \_\_\_\_\_  
\_\_\_\_\_

Type of event:  Fundraiser  Community Event  Private Event

Specific details or comments that may assist the Board of County Commissioners in making this decision:

- 1) Will admission be charged to attend this event? \_\_\_\_\_
- 2) Will the event be open to the public? \_\_\_\_\_
- 3) Has your organization received a fee waiver in the past 12 months? \_\_\_\_\_
- 4) Do you have an alternate date for the event if your first choice is not available? \_\_\_\_ If so  
please list alternate date(s): \_\_\_\_\_
- 5) Other: \_\_\_\_\_

**I acknowledge that this request and any subsequent approval or denial does not guarantee the availability of the Armory Civic Center. I further understand that I must complete all applicable reservation procedures prior to submitting this application including but not limited to reserving the facility and paying any required fees. I further acknowledge that if the request is approved, I must retain adequate security for this event, any necessary permits and insurance coverage that may be required by the Rental Agreement. I will also abide by all rules and regulations governing the use of the Armory Civic Center during and after the event.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY:**

Date Application Received: \_\_\_\_\_

Date of Approval/Denial: \_\_\_\_\_

Date Applicant Notified: \_\_\_\_\_

By: \_\_\_\_\_

**Meeting Date: July 9, 2012**

**Item # 9-B**

**SUBJECT: Follow-Up to June 20, 2012 Work Session**

**REQUESTED BY: Linda T. Worth, County Manager**

**SUMMARY: Having discussed revisions to the Warren County Armory Civic Center Rental Agreement during above referenced work session, it is now presented for Board's action.**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval of revised Armory Civic Center Rental Agreement to be used for all new rentals after 7/9/12.**

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**NOTES:**

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# WARREN COUNTY ARMORY CIVIC CENTER RENTAL AGREEMENT

Warren County Manager's Office  
P.O. Box 619  
Warrenton, NC 27589  
252-257-3115 (P) 252-257-5971 (F)

Name of Applicant(s): \_\_\_\_\_

Applicant Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Address: \_\_\_\_\_ Website: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Is the Organization Non-Profit? \_\_\_\_\_

Non-Profit Organizations must include proof of Non-Profit status to receive the Group II Rate. Only Non-Profit Organizations will be allowed to charge admission or sell tickets to an event held at Warren County Armory Civic Center.

**Type of Event:** Give a brief description of the event, including whether or not you will charge admission or require attendees to purchase a ticket in advance. Please note that only Non-Profit Organizations are allowed to charge admission or require the purchase of tickets to an event held at the Warren County Armory Civic Center. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Event Date: \_\_\_\_\_ Room Selection: \_\_\_\_\_

If using Room C, will you be using the stage? \_\_\_\_\_ If so, will you need access to the Wheelchair Lift? \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

Because the County has contracted with a private contractor on an as-needed basis for after-event cleaning at a cost of \$250 per cleaning and to help cover the cost of utilities and staff labor, the Committee is recommending that in the case of the \$300 Cleaning/Damage Fee for Room C, renters would receive a refund of \$200, with the County retaining \$100 to help cover some of the expenses associated with operating the facility provided the after-event facility inspection is satisfactory. The Cleaning/Damage fees for Rooms A and B would also be handled in a similar manner.

Arrival Time: (For set-up/decorating) \_\_\_\_\_

Event Start Time: \_\_\_\_\_

Event End Time: \_\_\_\_\_ Must be Midnight or earlier. (All events must end no later than Midnight.)

Departure Time: \_\_\_\_\_ Building must be cleaned and vacated no later than 1:00a.m.

Will you be serving alcohol free of charge to attendees? \_\_\_\_\_

If serving alcohol, will attendance include individuals under the age of 21? \_\_\_\_\_

Will you be selling alcohol? \_\_\_\_\_

(Events including alcohol may require a North Carolina Alcoholic Beverage Control Commission temporary permit. Please see the "Alcohol" section of this agreement to determine if a permit is necessary for your event. If a permit is necessary, a copy must be on file in the Warren County Manager's office no less than 48 hours prior to the event. Only non-profit organizations will be allowed to sell alcoholic beverages. **Brown bagging is prohibited.** All organizations and individuals serving/selling alcohol must provide proof of liability insurance coverage.)

NOTICE: A Criminal Background Check will be conducted on each person wishing to rent the Warren County Armory Civic Center. The outcome of the Criminal Background Check could determine your ability to rent the facility.

### **Groups Permitted to Use the Warren County Armory**

**Group I** – This group is defined as Warren County Government sponsored events. There is no charge for this group.

**Group II** – This group includes other Governmental Agencies, School Partnerships, and non-profit organizations. Group II users must use the facility for the purpose of representing their organization. All rules and regulations apply. A recognized organization or company official must sign the rental agreement. Rental fees must be paid with organization or company funds by organization or company check. Proof of non-profit status is required at the time this agreement is signed.

**Group III** – Any person, organization, or association not covered in Group I or Group II. All rules and regulations apply to these users.

### Securing a Reservation

To secure a reservation, the applicant must be at least 21 years of age. Representatives leasing the facility on behalf of an organization must provide proof of authorization to lease in the organization's name. This proof can be a letter on organizational letterhead appointing said person as the representative and signed by the official holding the highest-level seat in the organization. The person who signs the rental agreement will be considered the "Responsible Party" for the event.

A reservation deposit of ½ of the total rental fee is expected at the time the Rental Agreement is filed with the Warren County Manager's Office. This deposit is non-refundable and will be used toward the total Rental Fee for the event if the application is approved.

There is also a Cleaning/Damage Deposit required to be paid no less than 2 weeks prior to the event. (Please see Rental Fees & Cleaning/Damage Deposit Schedule for the amount of the Cleaning/Damage Deposit.) This deposit is refundable provided the after-event facility inspection is satisfactory. A copy of the inspection report will be provided to the applicant accompanied by either the applicant's Cleaning/Damage Deposit or a letter advising the Cleaning/Damage Deposit will not be returned. Failure to properly clean the facility or findings of damage as a result of the event will constitute forfeiture of your right to a refund of the Cleaning/Damage Deposit. Further, the applicant is responsible for the actual cost of repair or replacement of any property damaged during the time of rental. It may further result in suspension of your right to lease the facility in the future. Using the facility in any manner inconsistent with the Rules and Regulations set forth in the Rental Agreement will cause a forfeiture of the deposit as well as any future use of the facility.

The key to the facility may be picked up from the Sheriff's Department on the scheduled day of your event. Renter must return the key to the Sheriff's Department once the building has been secured immediately following the event. Unless prior arrangements have been made with the County Manager's Office, failure of the renter to return the key to the Sheriff's Department on the date of the event could result in a fine of \$25.00 per day until the key is returned. If the renter fails to return the key within 5 days of the event, the locks will be changed and the renter will be responsible for any fines and costs associated with changing the locks.

## **Facility Use Rules and Regulations**

Please initial at each blank to indicate that you have read and understand Rental Agreement terms.

1. In order to secure a reservation, the applicant must be at least 21 years of age. \_\_\_\_\_
2. No reservation will be confirmed until the executed Rental Agreement is on file and the Reservation Deposit (at least ½ of the rent amount) has been received. If application is approved, the Reservation Deposit is non-refundable and will be applied to the Rental Fee. \_\_\_\_\_
3. The applicant is charged with the duty of supervising the activities at the facility. The applicant is also charged with the duty of ensuring that all attendees abide by the Rules and Regulations set forth in this Rental Agreement. \_\_\_\_\_
4. The applicant and his/her agents must comply with and abide by all laws and ordinances, including Federal, State, County, and Municipal, which may apply to the use of this facility. \_\_\_\_\_
5. The applicant will not sublease or assign the use of the facility to any other person or organization. Any sublease or assignment made will be invalid and will result in the forfeiture of the right to use the facility in the future as well as the forfeiture of all deposits. \_\_\_\_\_
6. The applicant will be held liable for any damages or losses inside or outside the facility. You will be billed for any damages not covered by the Cleaning/Damage Fee; such bill must be paid within 30 days to avoid legal action. \_\_\_\_\_
7. The Cleaning/Damage Fee must be paid to the Warren County Manager's Office no less than 2 weeks prior to the event. \_\_\_\_\_
8. The balance of the rental fee must be paid to the Warren County Manager's Office no less than 1 week prior to the event. \_\_\_\_\_
9. No decorations are to be taped, nailed, pinned, or stapled to the walls or furnishings of the facility. \_\_\_\_\_
10. No tables, chairs or other furnishings are to be propped against the sheetrock walls of the facility. \_\_\_\_\_
11. The facility must be left in the same condition as it was found. This includes returning tables, chairs, and other furnishings to the locations they were in prior to the start of your event. \_\_\_\_\_
12. No equipment can be used that dispenses smoke – whether synthetic or real. \_\_\_\_\_
13. Use of candles is allowed on cakes; however, candles as decorations must be either floating, or contained within a hurricane globe or other protective barrier. \_\_\_\_\_
14. Smoking is prohibited in all County-owned buildings. Any evidence of smoking inside this facility may result in a fine of \$250.00 as well as forfeiture of your Cleaning/Damage Fee. \_\_\_\_\_
15. Firearms are prohibited on all County-owned property. Possession of a firearm by the applicant or anyone on the premises during the time the facility is rented could result in the cancellation of the event and forfeiture of rental fees and cleaning/damage fee. \_\_\_\_\_
16. Fires and pyrotechnics are prohibited on the grounds and within the facility. \_\_\_\_\_
17. Only those groups listed as Group I or Group II will be allowed to charge admission or sell tickets in advance for an event held at the Warren County Armory Civic Center. \_\_\_\_\_

### Alcohol

**ALCOHOL WILL NOT BE PERMITTED AT AN EVENT HELD FOR A MINOR.** (i.e. Sweet Sixteen, Quincenera, High School Graduation party, etc.)

18. The Warren County Armory Civic Center does not have an ABC Permit. Applicant must secure all permits/licenses required by law if alcohol is going to be served, sold, or consumed. Permits can be acquired by contacting the NC ABC Commission located at 3322 Garner Road in Garner NC. The contact number for the NC ABC Commission is 919-779-0700. A copy of the permit must be turned in to the Warren County Manager's Office no less than 48 hours prior to the event. \_\_\_\_\_
19. BROWNBAGGING IS PROHIBITED! NO EXCEPTIONS! \_\_\_\_\_
20. Alcoholic beverages may be served, sold, or consumed only by approved organizations and if included in the Rental Agreement. \_\_\_\_\_
21. **ONLY NON-PROFIT ORGANIZATIONS ARE PERMITTED TO SELL ALCOHOL TO GUESTS. THIS INCLUDES BEER, WINE, AND CHAMPAGNE.** A permit is required to sell alcohol and the applicant must contact the NC ABC Commission to obtain said permit. \_\_\_\_\_
22. You do not need an ABC Permit if serving free beer, unfortified wine, or champagne to guests. \_\_\_\_\_
23. No person under the age of 21 should be allowed to consume alcohol at the facility. Serving alcohol to minors will constitute suspension of your right to rent the facility in the future. \_\_\_\_\_
24. Alcohol service must be closed one hour prior to the end of the event. \_\_\_\_\_
25. **Alcohol must be under the control of a bartender or caterer at all times.** Common source containers (kegs, alcoholic punches, etc.) without an individual server are prohibited. Glass beer bottles are prohibited. \_\_\_\_\_
26. All alcoholic beverages must be served and consumed only in the area where the **original alcohol permit** is posted. \_\_\_\_\_
27. When serving alcohol, the applicant must provide, at applicant's cost, proof of at least a \$1,000,000 Tenant Users Liability Insurance Protection policy including host liquor liability coverage naming Warren County as an additional insured in which the carrier agrees to defend, save harmless, and indemnify Warren County from all financial loss, damage, or harm arising out of the dispensing of alcoholic beverages. A copy of the insurance policy must be submitted to Warren County no less than 15 days prior to the Event and must remain in effect at least 72 hours after the event ends. \_\_\_\_\_

### Security

28. Security is required for all events. Security will be provided by the Warren County Sheriff's Department. The number of Officers required for non-alcoholic events will be determined by the Warren County Sheriff's Department based on the expected number of attendees and the type of event being held. Events including alcohol will require two or more uniformed armed officers at the discretion of the Warren County Sheriff's Department. The applicant is responsible for the cost of security at a rate of \$100.00 per Officer for the first five hours and \$20.00 per hour per Officer for each additional hour. Applicant must contact the Warren County Sheriff's Department at 252-257-3364 to arrange for security at least 15 days before the date of the event. The keys to the Armory Civic Center will not be released to a renter unless the Sheriff's Department confirms that proper arrangements have been made for Security. \_\_\_\_\_
29. If at any time during the event the Officer/Officers on duty witness any criminal or malicious acts, or if the Rules and Regulations set forth in the Rental Agreement are

being broken, the Officer/Officers on duty reserve the right to close down the event. \_\_\_\_\_

**Insurance & Liability**

30. The person or organization to which a Rental Agreement is issued shall be liable for any loss, damage, or injury sustained by any person(s) during the time the facility is leased. \_\_\_\_\_
31. The applicant must provide proof of liability insurance coverage if alcohol is being served, sold, or consumed. (See item # 26) \_\_\_\_\_
32. An event anticipated to have attendance of 250 or more is considered a large event. For these events, the applicant must have a \$1,000,000 Tenant Users Liability insurance Protection liability policy naming Warren County as an additional insured, and a copy of the insurance policy must be provided 15 days prior to the event. \_\_\_\_\_
33. Depending on the size and nature of the event, the County may require that a certificate of insurance be presented at least 15 days prior to the event. \_\_\_\_\_
34. Occupancy beyond the posted capacity is prohibited. The applicant is responsible for fire code compliance. \_\_\_\_\_
35. Neither Warren County, the County Manager, the Board of Commissioners, nor any County personnel assumes responsibility for loss or damage to any property placed on the premises by the renter or their associates, nor for personal injury which may occur during the use of the facility. Furthermore, the County assumes no responsibility for items left by the applicant in or around the facility. \_\_\_\_\_
36. Parking for the facility is provided; however, Warren County assumes no responsibility for damage to vehicles or items stolen there from. \_\_\_\_\_

**Rules for Caterers**

37. The applicant must provide a copy of this agreement to any and all hired Caterers. \_\_\_\_\_
38. The applicant will be held responsible for seeing that caterers adhere to the Facility Use Rules and Regulations. \_\_\_\_\_
39. The applicant is responsible for Caterers' access to the facility. \_\_\_\_\_
40. Catering staff must be neat/clean in appearance and adhere to the Caterer's Code of Ethics. \_\_\_\_\_
41. Caterers must bring their own cleaning equipment and supplies. \_\_\_\_\_
42. Caterers are responsible for removing all trash from the kitchen area and any other areas in which food is served. \_\_\_\_\_
43. No food or drinks are to be left in the refrigerators at the Warren County Armory Civic Center. \_\_\_\_\_
44. All appliances are to be cleaned inside and out and left clean and turned off. \_\_\_\_\_
45. Upon completion of food service, Caterers should begin to load-out, remove equipment, food, etc. into vehicles. Caterers should complete clean-up before the end time listed in this agreement. \_\_\_\_\_
46. Floors in the kitchen and food service areas are to be swept and mopped and all trash is to be removed. \_\_\_\_\_

**Before Vacating the Facility**

47. All decorations, food, equipment, and other personal effects must be removed by the end time on this agreement unless satisfactory arrangements have been made prior to the event. \_\_\_\_\_
48. All trash must be emptied from all trash receptacles, including those in the bathrooms, and carried off by the applicant. \_\_\_\_\_

49. If any damage occurs during an event, the applicant must notify a representative of Warren County, such as the Deputy/Deputies on duty, immediately. If you are unable to notify someone at the time the damage occurs, you must do so not later than 9:00 a.m. on the next business day. Failure to give notification of damage will result in both forfeiture of your Cleaning/Damage Fee, and your right to use the facility in the future.\_\_\_\_\_

**Cancellation & Default**

50. The applicant forfeits all monies used to confirm a Rental Agreement if they fail to cancel more than 30 days in advance of the event date.\_\_\_\_\_

40. The applicant may forfeit all monies and use of the facility if the balance is not paid 2 weeks prior to the event.\_\_\_\_\_

41. The facility must be cleaned and vacated by 1:00am.\_\_\_\_\_

42. The Warren County Board of Commissioners and the Warren County Manager reserve the right to cancel an approved request or revoke the right of the use of the Warren County Armory Civic Center to any group or individual when: \_\_\_\_\_

a. Said group or individual has shown sufficient disregard for the Rules and Regulations set forth in this document.

b. It is deemed necessary for the concern of the health, safety, and welfare of the applicant, guests, or the general public.

c. It is in the best interest of the Warren County Armory Civic Center.

If the Warren County Board of Commissioners or the Warren County Manager cancels an approved request, the applicant forfeits monies paid to the Warren County Manager's Office.\_\_\_\_\_

43. In cases of event cancellation or postponement due to inclement weather, or other situation(s) beyond our control, the Warren County Manager's Office will work with the applicant to secure the next available date for use of the facility.\_\_\_\_\_

44. Each event requires a new Rental Agreement. \_\_\_\_\_

It is the duty of the applicant to maintain order and decorum when using the facility, and to inform group members, affiliates, caterers, and guests of the Rules and Regulations of the Warren County Armory Civic Center. Failure to comply with any or all of the Rules and Regulations could result in forfeiture of all monies paid for the rent of the facility, including the Cleaning/Damage Fee, and could also result in forfeiture of the right to rent the facility in the future.

By signing this agreement, applicant acknowledges that he/she has read and understands the terms set forth in this Rental Agreement, and that he/she assumes the role of "Responsible Party".

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
WARREN COUNTY

\_\_\_\_\_  
Linda Worth, Warren County Manager

\_\_\_\_\_  
Date

A copy of the signed, approved Rental Agreement will be provided to the Applicant.



## Checklist for Applicant

- \_\_\_\_\_ Sign and File a Rental Agreement with the Warren County Manager's Office.
- \_\_\_\_\_ Pay rental deposit (non-refundable to be applied to the Rental Fee) of at least ½ of the Rental Fee at the time the Rental Agreement is filed.
- \_\_\_\_\_ At least 2 weeks prior to the event, pay Cleaning/Damage Deposit fee to Warren County Manager's Office.
- \_\_\_\_\_ At least 1 week prior to event, pay the remaining balance of the Rental Fee to the Warren County Manager's Office.
- \_\_\_\_\_ Provide Caterer with Facility Use Rules and Regulations.
- \_\_\_\_\_ 48 hours prior to the event provide ABC permit and proof of liability insurance coverage if alcohol is to be served, sold, or consumed, or if the County has made a determination that liability insurance is necessary for the event.
- \_\_\_\_\_ Arrange for Security with Warren County Sheriff's Department. Contact Lt. Woodard at 252-257-3364.

**NOTE: It is the responsibility of the applicant to adhere to the schedule set forth above or as required by this Rental Agreement. The Warren County Manager's Office will not contact applicant to remind of due dates of payments or other requirements under the terms of this agreement.**

# Cleaning/Vacating Checklist

This Checklist will be completed by Warren County Maintenance Department. A copy is being provided to you to assist in cleaning the facility.

- |  |  |
|--|--|
| _____ Floors swept and mopped                          | _____ All trash emptied                        |
| _____ Restrooms clean and trash emptied                | _____ Tables/chairs placed against brick walls |
| _____ Kitchen clean and all appliances off             | _____ Lights turned off                        |
| _____ Decorations/Personal items removed               | _____ Drinks & Food removed                    |
| _____ Heating/Cooling units turned to _____            |  |
| _____ Tables wiped down                                |  |
| _____ Doors and windows secured                        |  |
| _____ Trash and debris picked up from facility grounds |  |

## Notes from Maintenance:

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Date Inspected: \_\_\_\_\_ Time of Inspection: \_\_\_\_\_ Inspected by: \_\_\_\_\_

## Rental Fees & Cleaning/Damage Deposit Schedule

ROOM SELECTED	Group II	GROUP III
Room A: 308 Sq. Ft. Capacity: Tables & Chairs 20 Chairs 28 Standing 44 <b>RENTAL FEE</b> <b>CLEANING/DAMAGE FEE</b> <b>REFUNDABLE AMOUNT OF C/D FEE</b>	     \$150.00 \$50.00 \$35.00	     \$225.00 \$50.00 \$35.00
Room B: 1200 Sq. Ft. Capacity: Tables & Chairs 80 Chairs 110 Standing 170 <b>RENTAL FEE</b> <b>CLEANING/DAMAGE FEE</b> <b>REFUNDABLE AMOUNT OF C/D FEE</b>	     \$250.00 \$100.00 \$70.00	     \$325.00 \$100.00 \$70.00
Room C: 5300 Sq. Ft. Capacity: Tables & Chairs 350 Chairs 480 Standing 750 <b>RENTAL FEE</b> <b>CLEANING/DAMAGE FEE</b> <b>REFUNDABLE AMOUNT OF C/D FEE</b>	     \$600.00 \$300.00 \$200.00	     \$800.00 \$300.00 \$200.00
Rooms A, B, and C <b>RENTAL FEE</b> <b>CLEANING/DAMAGE DEPOSIT</b> <b>REFUNDABLE AMOUNT OF C/D FEE</b>	   \$1,000.00 \$300.00 \$200.00	   \$1,350.00 \$300.00 \$200.00

**NOTE:** All rental prices are for rental of the selected space(s) for six (6) hours or less. An additional charge of \$25.00 per hour will be assessed for events lasting more than six (6) hours.

**Meeting Date: July 9, 2012**

**Item # 10**

**SUBJECT: Public Utilities – Modify Contract with River’s and Associates**

**REQUESTED BY: Macon Robertson, Director – Public Utilities**

**SUMMARY: Request is made to adopt Amendment # 1 to EJCDC E-500 Agreement Between Owner & Engineer for Professional Services to modify contract with River’s & Associates for water main sections added to Water & Sewer District III, Phase III**

3. Agreement Summary (Reference only)	
a. Original Agreement amount:	\$ 266,035.00
b. Net change for prior amendments:	\$ 0.00
c. This amendment amount:	\$ 89,000.00
d. Adjusted Agreement amount:	\$ 355,035.00

**FUNDING SOURCE: USDA – current District III, Phase III Project Funds**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval pending review by County Attorney, and authorize Chairman to execute necessary documents.**

**NOTES:**

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**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. 1**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: January 4, 2010
- b. Owner: Warren County
- c. Engineer: Rivers & Associates, Inc.
- d. Project: Water and Sewer District No. 3, Phase III

2. *Description of Modifications:*

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

Provide Study and Report Phase, Preliminary and Final Design Phase, Construction Phase, Additional Services and Resident Project Representative Services for design and construction of additional water main sections in the Water and Sewer District No. 3 service area as proposed in the Update to Preliminary Engineering Report dated April 2012, Revised June 2012 as approved by USDA-RD. The proposed construction will be added to the existing Prime Contract by change order; therefore, Bidding and Negotiating Phase Services are not included.

- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

<u>Engineering Phase</u>	<u>Fee</u>
Study and Report Phase – PER Update (Lump Sum)	\$ 1,500.00
Preliminary and Final Design Phase (Lump Sum)	\$ 40,000.00
Construction Phase (Lump Sum)	\$ 17,500.00
Additional Services – Hydraulic Analysis Update (Hourly)	\$ 4,000.00
Additional Services – Easements (Hourly)	\$ 3,000.00
Resident Project Representative (Hourly)	<u>\$ 23,000.00</u>
Total	\$ 89,000.00

c. The schedule for rendering services is modified as follows:

The compensation amount stipulated in paragraph 2.b. above is conditioned on a period of service not exceeding six (6) months. Should such period of service be extended, the compensation amount for Engineer's services shall be appropriately adjusted.

3. Agreement Summary (Reference only)

a. Original Agreement amount:	\$ 266,035.00
b. Net change for prior amendments:	\$ 0.00
c. This amendment amount:	\$ 89,000.00
d. Adjusted Agreement amount:	\$ 355,035.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 2, 2012.

OWNER:

Warren County

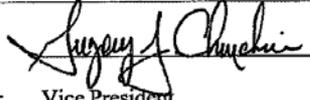
By: \_\_\_\_\_

Title: Chairman, Board of Commissioners

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

ENGINEER:

Rivers & Associates, Inc.

By: 

Title: Vice President

Date Signed: 6-18-12

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

By (Signature): \_\_\_\_\_

Finance Officer

Typed Name: \_\_\_\_\_

Barry Mayo

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

**Meeting Date: July 9, 2012**

**Agenda Item # 11-A**

**SUBJECT: Senior Center Nutrition Contract for FY 2012-2013**

**REQUESTED BY: Arnetta Yancey, Senior Center Director**

**SUMMARY: During the June 4<sup>th</sup> Board meeting bid from Bluedog Associates, Inc. was awarded for the Center's nutrition program. Contract for same is now presented with a 10% county match for catering services for Board's review and approval. \$5.75 for each congregate and home-delivered meal. Authorize Chairman and/or County Manager to sign related documents.**

**FUNDING SOURCE: HCCBG & General Fund**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED: N/A**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval pending County Attorney review, and authorize Chairman and/or County Manager to sign related documents.**

**NOTES:**

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**Senior Center  
Catering Contract**



**Warren County Senior Center**

*Arnetta Yancey, Director*

*ayancey@co.warren.nc.us*

*435 West Franklin Street*

*Warrenton, NC 27589*

Phone: (252) 257-3111

Fax: (252) 257-0154

# Memo

**To:** Warren County Board of Commissioners, Warren County  
Manager, and Clerk to the Board of Commissioners

**From:** Arnetta M. Yancey, Director

**Date:** 6/25/2012

**Re:** Approve Caterer's Contract for Senior Center's Nutrition Program  
for FY 2012-2013

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On June 4, 2012 at the Board of Commissioners regular meeting, Bluedog Associates, Inc. was awarded the bid for FY 2012-2013 for the Warren County Senior Center's Nutrition Program.

This is a request to approve the attached contract. The contract was reviewed by Karlene Turrentine, County Attorney.

**Senior Center  
Catering Contract**

**CONTRACT FOR CATERER SERVICES**

**THIS CONTRACT FOR CATERER SERVICES** (hereinafter, "Agreement" or "Contract") is entered into as of this 1st day of July 2012, by and between the Warren County Senior Center (hereinafter, "Agency") and Bluedog Associates, Inc. (hereinafter, "Caterer");

**WITNESSETH**

**WHEREAS**, the Agency is desirous of purchasing meals for consumption by eligible individuals under the provisions of the Home and Community Care Block Grant and the Older Americans Act of 1965, as amended, including Federal and State regulations and policies relating thereto (hereinafter, the "Older Americans Act, as amended"); and

**WHEREAS**, Caterer is a food service management business and has the technical knowledge required to supply such meals;

**NOW THEREFORE**, the parties, intending to be legally bound hereby, agree as follows:

1. Caterer agrees to sell meals which the Agency agrees to purchase for the Agency's Congregate and Home-Delivered Meals programs—which meals must meet the nutritional requirements under the Older Americans Act.
2. Caterer further agrees to prepare, package and deliver said meals to the Warren County Senior Center and also to the Agency's Home-Delivered Meals Program Clients.
3. It is understood and agreed that Daniel Johnson shall represent Caterer in the performance of this Agreement.

Further, it is understood and agreed that Arnetta Yancey, the Senior Center's Director, shall represent the Agency in the performance of this Agreement.

4. The Agency shall have the right and authority to:
  - a. Request menu variety, use of seasonal and locally-available foods, delivery of quality product;
  - b. Inspect all food to determine compliance with specifications;
  - c. To reject any food not meeting the required specifications, including foods not meeting the appropriate temperature requirements;
  - d. Have access to Caterer's purchase records relating to the food purchased for sites for review and audit as necessary;
  - e. Inspect at any time Caterer's food preparation, packaging, and storage areas' food containers and utensils used in serving the meals to determine the

**Senior Center  
Catering Contract**

- adequacy of cleaning, sanitation and maintenance practices;
    - f. Determine the adequacy of Caterer's storage and record-keeping practices so as to ensure the safekeeping of all food, including food donated to the Agency by the U. S. Department of Agriculture, and; in connection therewith, to have ready access to the related food inventory control record of Caterer;
    - g. Inspect the meals served to determine compliance with U. S. Department of Health and Human Services meal-type requirements (Public Law 95-478), and North Carolina Division of Aging meal requirements;
    - h. Withhold payment for any meals not meeting prescribed requirements.
5. Caterer shall comply with Federal, State and Local laws and regulations governing the preparation, handling and transporting of food, and shall procure and keep in effect all necessary licenses, permits and food handler's cards in a prominent place within meal preparation area, as required. Caterer shall comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment and equal employment opportunity. Caterer will comply with all State and Federal antitrust laws and civil rights laws.
6. Caterer shall prepare, package, and deliver home delivered meals directly to the client's door and to the Senior Center for the Congregate Meals Program.
7. Caterer will invoice Agency monthly at the rate of \$5.75 per congregate meal and \$5.75 per home-delivered meal. Billing by Caterer will be no later than the 7<sup>th</sup> of each month. Agency will make payments within 30 days of the date of each bill, provided requisitioned funds for such have been received. Caterer will maintain the necessary reports and records to document such utilization and origin of food products in accordance with State and Federal Regulations.
8. Caterer shall hold Agency harmless and, further, shall compensate the Agency for any loss, damage, spoilage and/or shortage of food (including, but not limited to, attorney's fees and costs of litigation) caused by the negligent acts and/or omissions of any one or more of Caterer's agents and/or employees occurring during and/or in the course of and/or arising out of the terms of this Agreement. Caterer shall defend and indemnify the Agency against any claim and/or suit involving any claim alleging personal injury, sickness and/or diseases involving meals and/or utensils and/or arising out of consumption of meals or other food stored, prepared and/or delivered to the meal site by any agent or employee of Caterer.
9. Caterer shall supply the recipes for meals to be delivered so as to ensure compliance with the U. S. Department of Health and Human Services Public Law 95-478 and the North Carolina Division of Aging meal-type requirements. Menus will be developed by Caterer and dietician with a quarterly review by Aging Director to incorporate any consumer requests. These menus will be submitted to Agency for review not later

**Senior Center  
Catering Contract**

than two (2) weeks in advance of proposed use. Each page of menus must bear the signature of the registered dietician/nutritionist, ensuring that the Federal regulations stipulating nutritional standards for older adults have been satisfied and nutrient analysis completed for each meal. **Menu changes from the certified menu shall be approved by a registered dietician/nutritionist, procured by the Caterer, within 90 days of substitution, or in the case of the fourth quarter of the state fiscal year, not later than July 31 and copies submitted to the Agency to be filed with menus for the appropriate quarter.** These forms shall be developed by the Agency and will be kept on file with the certified menu for audit.

10. The Agency shall promptly notify Caterer in writing of any claims against Caterer or the Agency, and; in the event a lawsuit is filed, Agency shall promptly forward to Caterer all legal documents served in connection therewith. The Agency shall not incur any expenses or make any settlement without Caterer's consent—unless such consent is unreasonably withheld. However, if Caterer refuses or neglects to defend any such suit, the Agency may defend, adjust, and/or settle any such claim, and; Caterer hereby agrees that the costs of such defense, adjustment and/or settlement, including reasonable attorney's fees shall be paid by Caterer.
11. Caterer shall keep full, complete and accurate records of all purchases and sales covered by this Agreement. All such records shall be kept on file for three years (pursuant to Title 45 CFR, Part 74 HHS) after the end of the Federal fiscal year to which they pertain or any other period which North Carolina Division on Aging may from time to time designate.

All records of Caterer relating to food purchases, storage, and preparation and transportation directly related to the meal or utensils delivered under this Agreement, including records of receipts, storage and use of food donated by the U. S. Department of Agriculture, shall be made available to the Agency or its authorized representative upon request. The Agency and authorized representative, the North Carolina Division on Aging, the Administration on Aging in the Department of Health and Human Services, the United States and North Carolina Department of Agriculture and the Comptroller General of the United States, upon request, shall access to all such records for audit or review at a reasonable time and place and shall have the right to conduct on-site reviews of the food service operation.

12. Caterer agrees to furnish the Agency with a certificate of insurance in a form acceptable to the Agency certifying that Caterer carries Workman's Compensation, comprehensive (including products), bodily injury and property damage liability insurance in such amounts as are acceptable to the Agency. The Agency and Caterer hereby waive any and all rights of recovery from each other for loss to personal or real property, or loss of use thereof, however occurring. This waiver shall include, but not be limited to losses covered by policies of fire, extended coverage, boiler

**Senior Center  
Catering Contract**

explosion and sprinkler leakage.

13. Caterer will provide National Sanitation Foundation approved insulated food containers for transportation of meals to the designated site(s).
14. The Agency shall notify Caterer of its weekly meal requirements by 12:00 noon on Thursday prior to the date on which said meals are to be delivered. This notification may be modified on the date on which said meals are to be delivered. The Agency should notify the Caterer not later than 7:00 a.m. on the day of delivery if circumstances prevent delivery.
15. Menu substitutions will not be allowed except under extreme circumstances. If such a circumstance arises, food substitutions shall be approved by a registered dietician to ensure meals meet one-third of the daily Recommended Dietary Allowances. **Substitutions must be approved within 90 days of serving or, in the case of the fourth quarter of the state fiscal year, not later than July 31. Meals with substitutions not approved in this manner are not eligible for reimbursement.**
16. Caterer and Agency will reevaluate time of delivery if problems arise and agree to cooperate with each other to arrange appropriate times.

Each meal shall comply with the applicable regulations of the Department of Health and Human Services, Administration on Aging and the North Carolina Division of Aging Service Standard Manual, Volume 1, Congregate Nutrition/Home Delivered Meals, pursuant to the Older Americans Act, as amended.

17. Caterer hereby acknowledges that it understands the Agency is currently reimbursed for each complete meal served. Caterer further understands that if the meals fail to meet minimum standards of quality, temperature or nutritional composition, the Agency is not reimbursed. Therefore, Caterer agrees that if minimum standards are not met through any failure of performance by Caterer and the Agency is not reimbursed as a result thereof, then Caterer agrees to reimburse the agency at the total unit rate of \$5.75 for each substandard congregate meal, \$5.75 for each substandard home delivered meal, \$5.75 for each sub standard boxed meal or any such other unit rate as may be established from time to time by the Agency. The Agency Director shall notify Caterer within forty-eight (48) hours of any failure of performance by Caterer.
18. It is mutually agreed between the parties that (subject to the provisions of paragraphs 8, 10, and 12 above) neither party shall be held responsible to the other for any losses resulting from its delay or failure to perform to the extent that the said party is delayed or prevented by Federal, State or municipal action; war, revolution, not or other disorder; strike or other labor problem; fire, flood, act of God or without

**Senior Center  
Catering Contract**

limiting the foregoing, by any other cause not within the control of the party whose performance is interfered with and which by the exercise of reasonable diligence, the party is unable to prevent, whether of the class of causes hereinabove enumerated or not.

19. Any unacceptable meal, meals or portion thereof will be returned by mutual agreement.

When replacement meals are purchased by the Agency, Caterer's liability hereunder shall be limited to actual replacement costs for meals purchased under this provision and provided that the Agency shall submit a claim for reimbursement under the Older Americans Act for such meals or parts thereof prorated and, upon receipt, Caterer shall reimburse the Agency for the amount of its liability hereunder.

In the event that Agency is unable to purchase the necessary meals or parts thereof, Caterer shall bear liability for the unit cost of \$5.75 for each incomplete congregate meal and \$5.75 for each incomplete home delivered meal.

20. Caterer shall not assign any interest in this Agreement, and shall not transfer any interest in same (whether by assignment or notation) without the prior written consent of the Agency thereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing, signed by the duly authorized officers of the Agency and Caterer, and fully executed in the same manner as this original Agreement.

21. Caterer covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Agreement. Caterer further covenants that in the performance of the Agreement, no person having any such interest shall be employed.

22. If Agency requires changes in the number of meals to be prepared by Caterer, such changes that are mutually agreed upon by and between the Agency and Caterer shall be incorporated in written amendments to this Agreement.

23. No officer, member or employee of the Agency, and no members of this governing body or the locality or localities in which the agency is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Agreement or the proceeds thereof.

24. It is mutually agreed that if any party shall fail to perform or observe any of the terms or conditions of this Agreement, the party(ies) claiming such failure shall give the

**Senior Center  
Catering Contract**

other parties written notice of such breach. If, within fifteen (15) calendar days from such notice, the breach has not been corrected, the injured party(ies) may cancel the Agreement by giving an additional fifteen (15) calendar days written notice.

If this Agreement is terminated due to Caterer's default, Caterer shall be liable for the actual cost of meals, not to exceed \$5.75 for each congregate and home delivered, until a replacement can be secured or for a maximum of thirty (30) calendar days. Notice of breach shall be delivered to the party/ies by certified or registered mail, return receipt requested.

Notice to Caterer shall be forwarded to:

Bluedog Associates, Inc.  
195 Callohill Drive  
P. O. Box 486  
Lovington, VA 22949

Notice to Agency shall be forwarded to:

Arnetta Yancey, Director  
Warren County Senior Center  
435 W. Franklin Street  
Warrenton, N. C. 27589

25. This Agreement shall remain in effect until terminated by Caterer giving the Agency sixty (60) days prior written notice of intention to terminate as of the date specified, or by the Agency giving Caterer sixty (60) days prior written notice of intention to terminate as of the date specified. This Agreement shall remain in full force and effective June 30, 2013 or until terminated as stated above.
26. In the event that funds are terminated or otherwise unavailable for the purposes set forth in this Agreement, this Agreement shall become null and void, releasing the Agency and Caterer from any further ongoing obligation to perform. However, any and all obligations arising pursuant to this Agreement *prior to* termination under this paragraph 26, shall remain in full force and effect.
27. In the carrying out of the contract work, Caterer will not discriminate against any employee or applicant for employment because of age, sex, race, creed, handicap, color or national origin. Caterer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, handicap, color or national origin. Such action shall include recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Caterer agrees to post in conspicuous places, available to all employees and applicants

**Senior Center  
Catering Contract**

for employment, notice to be provided by the Government setting forth the provision of this non-discrimination clause. Caterer will, in all solicitations or advertisements for employees placed, or on behalf of Caterer, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, creed, handicap, color or national origin.

28. Caterer shall immediately notify the Agency of any changes made in his/her/its license, Food Liability Insurance, and Grade A Sanitary Rating. The Agency shall be obligated to perform its part of this Contract only so long as Caterer maintains a Grade A Rating. Thus, this Agreement shall be immediately terminated upon any change in Caterer's Grade A Rating and/or Caterer's loss of appropriate Food Liability Insurance.
29. Agency's Nutrition Director, or his/her designee, will conduct a formal on-site assessment of Caterer at least on an annual basis. Agency's authorized representatives, and representatives from the North Carolina Division of Aging shall have the right to conduct on-site review of the food service operation.
30. Any Federally donated commodities requested and received by on behalf of the Agency and made available to Caterer shall inure only to the benefit of the Agency's food service program and be utilized therein. Caterer shall maintain adequate storage practices, inventory and control of such foods to ensure that its use is in conformance with the requirements of the United States Department of Agriculture and the North Carolina Division of Aging. Caterer shall provide ready access to the food storage area and to the inventory and control records of the food purchases and the Government food donated by the U. S. Department of Agriculture for such inspection and review as, in the opinion of the United States Department of Agriculture and the North Carolina Division of Aging, is necessary.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly-authorized representatives.

Attest:

Warren County Government

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Ulysses S. Ross, Board of Commissioners Chair

\_\_\_\_\_  
Date

Attest:

Caterer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Caterer's Nutrition Director

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Warren County Finance Officer

**Meeting Date: July 9, 2012**

**Item # 11-B**

**SUBJECT: Senior Center Transportation Contract for FY 2012-2013**

**REQUESTED BY: Arnetta Yancey, Senior Center Director**

**SUMMARY: Contract with KATA (KARTS) for FY 2012-13, has been reviewed by County Attorney and is presented for Board's review and approval. Agreement provides terms for both agencies (KATA & Warren County Senior Center) and stipulates reimbursement rate & method. Authorize Chairman and/or County Manager to sign related documents.**

**FUNDING SOURCE: HCCBG, EDTAP & General Funds**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval of Contract pending review by County Attorney, and authorize Chairman and/or County Manager to execute related documents.**

**NOTES:**

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TRANSPORTATION AGREEMENT  
KERR AREA TRANSPORTATION AUTHORITY dba  
KERR AREA RURAL TRANSIT SYSTEM (KARTS)

This agreement, as set forth herein between the Kerr Area Transportation Authority (hereafter referred to as "KATA") and **WARREN COUNTY SENIOR CENTER** (hereinafter referred to as "Agency"), represents a mutual understanding of the agreement whereby KATA will provide to Agency certain services as set forth below.

I. PURPOSE

The purpose of this agreement is to provide efficient and cost effective, transportation for clients of the agency within the KATA service area through the Kerr Area Rural Transit System (KARTS). The service area is defined as the Counties of Franklin, Granville, Vance, and Warren. Out of County services to Durham and Chapel Hill will be provided on a daily basis if there is a minimum of three clients on the vehicle. Out of County services to Raleigh will be provided on Tuesday, Wednesday and Thursday if there is a minimum of three clients on the vehicle.

This contract applies to all programs funded by the agency.

II. OBLIGATION OF PARTIES

A. KATA shall:

1. Be responsible for the administration of the transportation program.
2. Comply with all federal, state and local laws and ordinances governing vehicle and driver licensure and operation. KATA may provide services through a different service contract provided the requirements of this paragraph are complied with and advance notification is given to the agency.
3. Agree to keep and maintain good and proper business records of all services and charges provided for under this agreement. The source of these records shall be information supplied to the agency and KATA as recorded by drivers' trip logs and manifest producing and route tracking software.
4. Provide service Monday through Friday, between the hours of 5:00 AM and 6:00 PM and Saturday for dialysis riders only.
5. Schedule all trips in a coordinating manner intended to maximize on-time performance & vehicle utilization, and minimize passenger ride-time & deadhead service, while considering agency requirements. For these purposes, a trip is considered on-time if the initial pick-up is made within +/- 15/15 (15 minutes before the scheduled pick-up time or 15 minutes after the scheduled pick-up time) minutes of the scheduled pick-up time.
5. Make records maintained by KATA pertaining to this agreement available to the agency or its representatives for the purpose of inspection or audit during normal business hours and upon reasonable notice.

6. Mail to the Agency, on or before the tenth (10) working day of each month, an invoice for services provided in the calendar month prior. The agency will have thirty (30) calendar days to bring billing disputes to the attention of KATA. KATA reserves the right to make adjustments on the following month's invoice as necessary, and requires payment in full of disputed charges at the time of invoicing. KATA further reserves the right to refuse billing disputes not brought to our attention within the above specified timeframe.
7. Because KATA serves a regional area it becomes impossible to apply a uniform policy regarding how operations will be affected by adverse weather conditions. The administrative offices of KATA in Henderson will be open as weather permits for normal business hours; however, transportation services will be decided on a case by case basis. Reasonable efforts will be made to provide emergency trips. Agency will contact KATA to arrange travel schedules during major holidays. Services for dialysis patients and employment clients only will be provided on the following holidays: Martin Luther King Day, Good Friday, Veteran's Day, and the Friday following Thanksgiving. No services will be provided on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or New Year's Day.

B. The agency shall:

1. Provide KATA written, facsimile, or email service requests (when applicable) of the time and actual physical and street address location of pickups and discharges, as well as the names, telephone numbers, and special needs (e.g. vans with wheelchair lift, type of wheelchair) of the clients to be served, and identify funding source code to be charged. Attachment A contains service policies as established for the KARTS program. Individual service requests should be submitted by 1 PM on the day prior to the request. The agency will recognize a +/- 15/15 minute deviation when scheduling trips as described in item 4 above.
2. Provide KATA with adequate notice of cancellation of prescheduled transportation. Adequate notice is defined as two hours for any revenue time spent attempting the trip if it has not been canceled appropriately and the trip is marked a "No Show". Agency will be responsible for payment for client no shows. In the event that an agency does not pay "No Shows", the client will be responsible for payment. The client will not be permitted to ride again until that charge is paid (unless unallowable per Medicaid policy.)
3. Reimburse KATA for all services rendered. Local travel (within the four counties) will be billed at a rate of \$1.12 per shared mile. Out of County travel will be billed at a flat rate per round trip (See Attachment B.) Specialized services will be billed at a rate of \$9.00 and hour and \$1.12 per mile. Wait time will be charged at a flat rate of \$20 per hour.
4. Understand the following provisions are in place:

- a) Unless specified by the agency, the agency agrees that vehicles will not wait more than two minutes beyond scheduled pick-up time at an individual client's pick-up location. The agency will be billed for all wait time outside of the initial two minutes allotted in 15 minute increments (if requested by the agency.)
- b) KARTS does not provide one on one service. To make trips affordable for all agencies and general public riders, return trips are prescheduled whenever possible and included in a set route. For all local trips, drivers are not allowed to wait beyond the two minutes allotted for clients on a return trip. Wait time will be charged in the same manner as stated above for the initial trip. For clients who do not know their return trip time, they will be instructed to call the KATA office when their appointment is complete and a driver will be dispatched as soon as possible to pick them up. Because they are not prescheduled in a set route, their wait-time can vary, up to sixty minutes after notifying KARTS that they are ready.
- c) The fare structure quoted is based on the highest level of cost sharing possible among all county core agencies, including, but not limited to, Department of Social Services, Aging Services, Area Mental Health Program and Health Department. If all county core agencies choose not to fully utilize KATA to provide transportation for clients of said agencies, then KATA reserves the right to increase fares for all core agencies within a single county. Please note: KATA realizes that core agencies may have situations when some of their transportation needs will be met by other providers because of varying factors such as cost, time constraints, and the like. However, every effort should be made by the core agencies to insure that KATA has an opportunity to evaluate the costs of these services to compare fully allocated costs.
- d) In the event that the average cost of fuel increases more than .05¢ per gallon over the budgeted price per gallon, rates will increase at a rate of .01¢ per shared mile for every .01¢ over that amount.
- e) KARTS offers door to door service. Drivers are permitted to provide assistance to passengers from the door of their origination to the door of their destination, when safe to do so. Assistance to passengers in wheelchairs will be provided up and down suitable ramps. Drivers are not permitted to provide assistance up and down any number of steps for passengers in wheelchairs. KARTS drivers are not permitted to enter client's homes or medical facilities for any reason. Drivers are also not permitted to sign passengers in or out of service buildings. Passengers are expected to be ready for pick-up at least 60 minutes prior to their appointment time. Personal Care Attendants (PCA's) of passengers requiring additional assistance may ride for no charge, provided that the request is made in advance, that the origin and destination of the trip are the same.

5. Reimburse KATA for transportation services within thirty days of receipt of the monthly statement as submitted. Any extension of time for payment

must be approved in advance by KATA. In the event that the agency disputes the accuracy of the charges of any trips, the agency must make full and timely payment of the entire invoiced amount and indicate the disputed charges. KATA will attempt to resolve all disputed charges and make adjustments to the following months invoice as necessary.

- 6. Notify KATA of service complaints within forty-eight hours. Complaints must be supported with written documentation and signed by the person preparing the complaint.
- 7. Obtain prior approval from KATA when requesting new or exceptional services.
- 8. Ensure that no trips are taken involving transportation of agency clients that are prohibited by law.
- 9. The agency agrees to assist in the enforcement of KATA's policies and in the education of consumers on using the system by making clients aware of Attachment A.

C. Other Terms:

1. This agreement shall take effect on July 1, 2012 and shall be effective through June 30, 2013.
2. Any modification or amendments to this agreement shall be in writing and when signed by all parties shall be made a part hereof.
3. This agreement may be terminated by either party upon thirty days written notice to the other.
4. The agency agrees, to the extent allowable by law, to release and hold harmless KATA and KARTS, its' employce and agents, from all claims, losses, liabilities or expenses (including attorney's fees) arising from bodily injury, property damage, or death to any person or persons resulting from the provision of transportation services under this contract, and resulting from the negligence of the agency. KATA agrees, to the extent allowable by law, to release and hold harmless the agency, its employees and agents, from all claims, loss, liability or expense (including attorney's fees) arising from bodily injury, property damage or death to any person or persons resulting from the provision of transportation services under this contract, and resulting from the negligence of KATA.
5. Only clients of the agency may receive services under this agreement. Except as specifically authorized herein, neither party shall transfer, assign or subcontract any rights or obligations of this Agreement without prior written approval of the other party.
6. All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed given if personally delivered to the other party or if sent by certified mail, return receipt requested, postage prepaid. A notice sent by certified mail, shall be deemed to be given on the third business day after the mailing date. All notices or communications between the agency and KATA pertaining to the agreement shall be addressed as shown below:

KATA Executive Director PO Box 246 Henderson, NC 27536	WARREN COUNTY SENIOR CENTER Manager PO Box 619 WARRENTON, NC 27589
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7. Failure to enforce any provision of this contract shall not be construed as waiver of such provision or otherwise affect the validity of this contract.

8. If any provision of this contract is adjudicated invalid by any court of competent jurisdiction, such invalidity will not affect the remainder of this contract.

9. Any other agency specific terms are included as Attachment C if applicable.

IN TESTIMONY WHEREOF, KERR AREA TRANSPORTATION AUTHORITY through their authorized officers and by their own hands have hereunto set forth their hands and seals on the day and year written.

AGENCY

By: \_\_\_\_\_

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

KERR AREA TRANSPORTATION AUTHORITY

By:  \_\_\_\_\_  
Rob Bripk  
Kerr Area Transportation Authority Director

Date: 6/12

**Meeting Date: July 9, 2012**

**Item # 11-C**

**SUBJECT: Home & Community Care Block Grant for Older Adults Agreement for Provision of County-Based Aging Services**

**REQUESTED BY: Arnetta Yancey, Senior Center Director & Diane Cox, Region K Aging Director**

**SUMMARY: Annual Grant Agreement for FY 2012-13 Programs administered through Warren County Senior Center and Social Services is presented for Board's review and adoption. Authorize Chairman and/or Manager to execute related documents.**

**FUNDING SOURCE: HCCBG & General Fund**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend Approval of HCCBG Agreement and authorize Chairman and/or County Manager to execute the related documents.**

**NOTES:**

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JUN 15 2012

WARREN COUNTY MANAGER'S

The entire document has been provided in a separate e-mail.

**Timothy M. Baynes**  
Executive Director

June 11, 2012

**Member Governments**

**COUNTIES**

Franklin  
Granville  
Person  
Vance  
Warren

**MUNICIPALITIES**

Bunn  
Butner  
Creedmoor  
Franklinton  
Henderson  
Kittrell  
Louisburg  
Macon  
Middleburg  
Norlina  
Oxford  
Roxboro  
Stem  
Stovall  
Warrenton  
Youngsville

Ms. Linda Worth  
Warren County Manager  
P.O. Box 619  
Warrenton, NC 27589

Dear Linda:

Enclosed are two (2) copies each of the Home and Community Care Block Grant Agreement and the Family Caregiver Support Program contract. Both are for the July 1, 2012 through June 30, 2013 fiscal year.

Please have all copies signed by the Chairman of the Board of Commissioners, keep one copy of each for your records, and return the other copies to the Kerr-Tar Regional Council of Governments.

If you have any questions about the enclosed, please let me know. Thank you for your help on this matter.

Sincerely,



Diane Cox  
Area Agency on Aging Director

Enclosures

July 1, 2012 Through June 30, 2013

**Home and Community Care Block Grant for Older Adults**

**Agreement for the Provision of County-Based Aging Services**

The entire document has been provided in a separate e-mail.

This Agreement, entered into as of this 1<sup>st</sup> day of July, 2012, by and between the County of Warren (hereinafter referred to as the "County") and the Kerr Tar Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services, c) the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers Monitoring Guidelines.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows:

Warren County Senior Center  
Warren County Department of Social Services

- 1.(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the Provider Services Summary format(s) (DOA-732) for the period ending June 30, 2013.
2. Availability of Funds. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.

The entire document has been provided in a separate e-mail.

3. Grant Administration. The grant administrator for the Area Agency shall be Diane Cox, Aging Director, (title). The grant administrator for the County shall be Linda Worth, County Manager (title).

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

4. Services authorized through the County Funding Plan, as specified on the Provider Services Summary format(s) (DOA-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
5. Assignability and Contracting. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. Federal funds shall not be awarded to any subrecipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
6. Compensation and Payments to the County. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the Provider Services Summary format (DOA-732).

(a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

**Meeting Date: July 9, 2012**

**Item # 11-D**

**SUBJECT: Grant Contract for Family Caregiver Support Program  
July 1, 2012 – June 30, 2013**

**REQUESTED BY: Arnetta Yancey, Senior Center Director & Diane Cox, Region K Aging Director**

**SUMMARY: Agreement between Kerr Tar Regional COG and the County effective 7/1/12 through 6/30/13 provides Family Caregiver support program funds for the Senior Center from NC Div of Aging & Adult Services through the National Family Caregiver Support Act. \$750 max is provided for respite care per caregiver, with an additional \$250 available on case-by-case basis. Authorize Chairman and/or Manager to sign related documents.**

**FUNDING SOURCE: National Family Caregiver Support Grant**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval of Grant Contract and authorize Chairman and/or County Manager to execute related documents.**

**NOTES:**

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Kerr Tar Regional Council of Governments  
PO Box 709  
Henderson, NC 27536

Grant Contract for:  
Family Caregiver Support Program  
July 1, 2012 – June 30, 2013

1. PARTIES TO THE CONTRACT

This Contract is made and entered into this 1<sup>st</sup> day of July 2012 between **Kerr Tar Regional Council of Governments** hereinafter referred to as "Grantor," and **Warren County**, hereinafter referred to as the "Grantee".

2. EFFECTIVE PERIOD OF CONTRACT

This Contract shall be effective **July 1, 2012** and shall terminate on **June 30, 2013**.

3. GENERAL PROVISIONS

Subject to the terms and conditions hereinafter set forth, the **Kerr Tar Regional Council of Governments** agrees to grant Family Caregiver Support Program funds from the NC Division of Aging and Adult Services authorized through the National Family Caregiver Support Act, (The Older Americans Act, as amended in 2000, Title III, Part E). This grant is intended to sustain the efforts of family and other informal caregivers to older adults by providing supportive services (as defined below) under the following: Category 2 – Assistance to caregivers in gaining access to services, Category 3 - Training, Counseling & Support Groups, Category 4 - Respite Care, or Category 5 - Supplemental Services. The objective is to give caregivers relief and provide assistance in finding services allowing them to keep the older adult in the community for as long as possible and/or help support older adult relatives raising children 18 years of age or under.

**OAA Reauthorization Title III-E 2006; Eligibility is defined as:**

*\* The term "family caregiver" is defined in the Act (as amended January 2006) as an "adult family member, or another individual, who is an informal provider of in-home and community care to an older individual (60+) or to an individual with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction that is progressive, rather than chronic in nature." This broad definition under the Act allows flexibility in meeting the needs of those who care for their loved ones, acknowledging the fact that, in addition to close family members, other relatives, friends, neighbors, domestic partners, and others often share the burden of caring for their loved ones.*

**Priority Should be Given to:**

*\*Caregivers who are older (60+) individuals with greatest social and economic need (with particular attention to low income individuals) caring for older (60+) individuals with greatest social and economic need (low income minority, rural, and those with limited English proficiency)*

*\*Relative caregivers 55 years or older caring for individual, with a severe disabilities including children with severe disabilities (cannot be a parent)*

4. SCOPE OF SERVICE

Funding for this grant may be provided for activities in one or more of the following allowable funding categories.

Category Descriptions:

- **Category 2 - Assistance to caregivers in gaining access to services:** *This service is considered an individual, one-on-one contact to assist caregivers in gaining access to services.*
- **Category 3 - Individual Counseling/Organization of Support Groups/Caregiver Training:** *These services will need to be pre-approved by the Kerr Tar Area Agency on Aging prior to implementation. Services include individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their caregiving roles. Note: The Kerr Tar Area Agency on Aging provides periodical caregiver trainings throughout the year and would be happy to help you organize educational opportunities to meet the needs of your caregivers.*
- **Category 4 - Respite Care:** *Respite Care is considered temporary, substitute supports or living arrangements to provide a brief period of relief to caregivers on an intermittent, occasional or emergency basis. This service is intended to sustain the efforts of families and other informal caregivers and is limited to a \$750 maximum per caregiver (Once maximum is met, an additional \$250 may be requested and will be approved on a case by case basis.) for the grant time period to allow the grantee to assist as many caregivers as possible with the funding.*
- **Category 5 - Supplemental Services:** *These services are intended as a one-time assistance to caregivers that will compliment the care they are providing. No more than 10% of funding may be allocated to this category.*

## 5. GRANT AMOUNT

The total payment under this contract shall not exceed \$12,000. The North Carolina Division of Aging and Adult Services is providing the match for the Family Caregiver Support Program; therefore no local match is required.

Funds made available under the National Family Caregiver Support Act, (The Older Americans Act, as amended in 2000, Title III, Part E) shall supplement, and not supplant, any federal, state, or local funds currently being used to provide services to caregivers.

## 6. DOCUMENTATION AND COMPENSATION

In order to qualify for funding, applicants must agree to comply with the following:

- **Accounting** - The Grantee shall maintain complete accounting records sufficient to document receipts and expenditures of state grant funds under this Contract. All accounting records should be maintained in accordance with the North Carolina Local Government Budget and Fiscal Control Act.
- **Compensation and Payments to the Grantee** - The Grantee shall be compensated for the work and services actually performed under this Contract by payments to be made monthly by the Area Agency. Total reimbursement to the Grantee under this Contract may not exceed \$12,000.
- **Compensation** - Grantee must meet the reporting requirements of the NC Division of Aging and Adult Services and the Kerr Tar Regional Council of Governments Area Agency on Aging, Family Caregiver Support Program. Reimbursement forms will be due monthly to the Area Agency and *must be received no later than the 10<sup>th</sup> of each month in order to be considered for payment at the end of that month.*
- **Documentation of Expenses** - Grantee shall maintain full and complete documentation of all expenses associated with performing the scope of work under this Contract. Accepted Proof of Service Documentation will be in-home aide time sheets, volunteer time sheets, travel sheets and managerial performance reviews. Proof of service in each client file shall include time sheets, in-home aide notes, volunteer time sheets, notes and work orders.
- **Data Reporting** - Family Caregiver Support Grant expenditures will be reviewed after six months to ensure it is on target. If results find that utilization of funds is less than 50% the AAA reserves the right to reduce the original grant amount. Please refer to 7. **Reallocation of Grant Funds.**

Grantee must allow for "*Consumer Contributions*" (caregiver must be given opportunity to contribute to defray the cost of the service, but may not be denied service should he/she fail to or choose not to contribute). The NC Division of Aging and Adult Service standards for Consumer Contribution of July 15, 2005 will be followed. The Consumer Contribution Policy and Procedures can be found on the web at:  
<http://www.dhhs.state.nc.us/aging/manual/consumercontributions.pdf>

## 7. REALLOCATION OF GRANT FUNDS

It is understood and agreed, that in the event that the Grantee's rate of progress on this Contract is leading to underutilization of the funds allocated, and if the Grantee cannot demonstrate how funds will be fully utilized during the Contract period, then, upon notice to the Grantee, the Area Agency may decrease the total compensation to be paid hereunder in order to reallocate funds to other Grantees. The Area Agency will set up quarterly meetings with Grantee to review clients and evaluate the program goals. The budget will be reviewed after six months to ensure that expenditures are meeting projections.

## 8. AMENDMENTS AND MODIFICATION OF FUNDING

This Contract may be modified by written amendment at any time. It is understood and agreed that in the event that the amount of funds received from the NC Division of Aging and Adult Services is reduced or increased from the amount(s) quoted, the Area Agency may, in turn, decrease or increase the total compensation and reimbursement to be paid. Such changes, including any increase or decrease in the amount of the Grantee's compensation shall be incorporated in written amendments to this Contract and signed by both parties.

## 9. AUDITING AND REPORTING

- **Audit.** The Grantee agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Circular A-133.

Grantees must provide a copy of their year end financial statements and required audit, to the Area Agency. Grantees, as specified in paragraph one (1) are subject to audit and fiscal reporting requirements as stated in NC General Statute 143C-6-22 and 23 and OMB Circular a-133, where applicable. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Circular A-133, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. **Federal funds** may not be used to pay for a **Single or Yellow Book audit** unless it is a federal requirement. **State funds** will not be used to pay for a **Single or Yellow Book** audit if the Grantee receives less than \$500,000 in state funds.

The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at <http://www.ncauditor.net/nonprofitsite>.

The Area Agency requires the Grantee to send a copy of their audit when received from the independent auditors. In addition, the grantees are responsible for repaying any governmental funds that may be part of the audit exception.

**Audit reports must be submitted within 6 months of the year end date. All non-profits must submit a tax exempt status letter 501C3 or Form 990 along with the audit report.**

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Circular A-133 based upon funding received and expended during the Grantee's fiscal year.

Annual Expenditures Fiscal Year Ending June 30, 2012	Required Reporting to the Area Agency on Aging*	Funds Allowed for Cost of Audit
<ul style="list-style-type: none"> <li>Less than \$25,000 in State or Federal funds</li> </ul>	Certification (attachment #1) and State Grants Compliance Reporting <\$25,000 (attachment #2) <i>(NOTE: item # 11, Activities and Accomplishments does <u>not</u> have to be completed)</i>  <b>OR</b> Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> <li>Greater than \$25,000 and less than \$500,000 in State or Federal Funds.</li> </ul>	Certification (attachment #1) and Schedule of Grantee Receipts >\$25,000 or more (attachment #3) and Schedule of Receipts and Expenditures (attachment #4)  <b>OR</b> Audited Financial Statements in compliance with GAO/GAS (i.e. Yellow Book)	N/A
<ul style="list-style-type: none"> <li>\$500,000+ in State funds <u>and</u> Federal pass through funds in an amount less than \$500,000</li> </ul>	Audited Financial Statement in compliance with GAO/GAS (i.e. Yellow Book)	May use State funds but <u>not</u> Federal funds
<ul style="list-style-type: none"> <li>\$500,000+ in State funds <u>and</u> \$500,000+ in Federal pass through funds (i.e. at least \$1 million in funding)</li> </ul>	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use State and Federal funds
<ul style="list-style-type: none"> <li>Less than \$500,000 in State funds <u>and</u> \$500,000+ in Federal pass through funds</li> </ul>	Audited Financial Statement in compliance with OMB Circular A-133 (i.e. Single Audit)	May use Federal funds but <u>not</u> State funds

- Local non-profit or for-profit Grantees who chose to complete an audit may submit this information to the Area Agency on Aging in lieu of the Schedule of Grantee Receipts and the Schedule of Receipts and Expenditures.

#### 10. MONITORING.

This Contract will be monitored to assure that services are being provided in compliance with the N.C. Division of Aging Service Standards Manual, dated July 1, 1992. Further, compliance with updated monitoring requirements, as specified in Office of Management and Budget (OMB) Circular A-133 and NC General Statute 143C-6-22 and 23 shall be carried out. Monitoring shall also include compliance with conflict of interest requirements. Monitoring requirements are discussed in DOA Administrative Letter No. 03-14 (11/5/03). Private non-profit service Grantees will be monitored to ensure compliance with conflict of interest policies, as stated in DOA Administrative Letter No. 03-14.

The monitoring of services provided under this Contract shall be carried out by the Area Agency in accordance with it's Assessment Plan and/or by the DAAS regional Adult Program Representatives in accordance with the parameters of the interagency agreement established between the Division of Aging and the Division of Social Services, as provided in DOA Administrative Letter No. 98-13.

Grantee will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the Area Agency Policies and Procedures Manual (July, 1994) and DOA Administrative Letter No. 98-13. Any areas of non-compliance will be addressed in a written corrective action plan with the Grantee.

#### 11. MAINTENANCE OF RECORDS.

The Grantee shall maintain all financial and program records for a period of seven (7) years from the date of final payment under this Contract for inspection by the Area Agency, the North Carolina Division of Aging, and the Comptroller General of the United States, or any of their duly authorized representatives. If any litigation, claim, negotiation, audit or other action involving the Grantees records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it.

## 12. CONFIDENTIALITY

Any reports, recipient information, data, or other materials given to or prepared or assembled by the Grantee under this Contract which the Area Agency requests to be kept confidential shall not be made available to any individual or organization by the Grantee without prior written approval of the Area Agency.

Clients are entitled to information and documentation in their confidential file given sufficient notice and with legal or proper consent obtained and/or release of information has been obtained.

## 13. INDEMNITY

Grantee shall indemnify and hold the Kerr Tar Regional Council of Governments, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or an account of property damages arising out of or relating to the work to be performed by the Grantee hereunder, resulting from the negligence of or the willful act of omission of the Grantee, its agents, employees and subcontractors.

## 14. TERMINATION OF CONTRACT FOR CAUSE

If through any cause, the Grantee shall fail to fulfill in a timely and proper manner its obligations under this Contract or if the Grantee shall violate any of the covenants, agreements or stipulations of this Contract, the Area Agency shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specify the effective date thereof. The date of notice shall be at least thirty (30) days before effective date of such termination.

The Grantee shall have the right to terminate the Contract by giving the Area Agency written notice of such termination at least 30 days prior to the effective date of the termination. In such event, all finished documents and other materials collected or produced under the Contract shall, at the option of the Area Agency, become its property.

The Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Contract.

## 15. APPROVAL OF SUBCONTRACTOR OR ASSIGNABILITY

The Grantee shall not assign all or any portion of its interest in this Contract, nor shall any of the work or services to be performed under this Contract by the Grantee be subcontracted, without the prior written approval of the Area Agency. Any purchase of services with Family Caregiver Support Grant funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR 92.36. If services are subcontracted, the Grantee remains liable notwithstanding such procedure.

## 16. ASSURANCES AND CERTIFICATION

### A. CONFLICT OF INTEREST

The Grantee expressly states that presently it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Grantee shall not employ any person having such interest during the performance of this Contract. The Grantee further agrees to notify the Area Agency in writing of any instance that might have the appearance of a conflict of interest.

### B. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the Grantee this Contract assures that the Grantee will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (3) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age.

### C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

The prospective Grantee certifies to the best of its knowledge and belief, that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in bullet point (1) of this section; and,
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.  
<http://www.doa.state.nc.us/PandC/actions.asp>

**D. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The undersigned (i.e. Grantee) certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

**E. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Grantee, attest and certify that the Grantee has a drug-free workplace policy in effect.

**F. INSURANCE**

Notwithstanding any other insurance requirements, Grantee shall within ten (10) days of the effective date of this Contract, provide the Area Agency on Aging with a certificate of insurance for public liability insurance in the minimum amount of One Hundred Thousand/Three Hundred Thousand Dollars (\$100,000/\$300,000). If Grantee uses a vehicle in fulfilling its duties under this Agreement, Grantee shall also provide evidence of automobile insurance in the minimum amount of Twenty-Five Thousand/Fifty Thousand Dollars (\$25,000/\$50,000) liability insurance and Fifty Thousand Dollars (\$50,000) property insurance. Failure to provide evidence of insurance shall be deemed an automatic violation of this Agreement and could therefore lead to termination of the Agreement by the Area Agency. The Grantee shall hold the Area Agency harmless for any damages to the person or property of any individual or organization as the result of the execution of the scope of service to be performed under this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by its designated officials as of the day and year first above written.

Attest: \_\_\_\_\_ Warren County  
By: \_\_\_\_\_  
Chairman, Board of Commissioners

Attest: \_\_\_\_\_ Area Agency  
By: \_\_\_\_\_  
Senior Administrative Support Specialist  
Lead Regional Organization

Attest: \_\_\_\_\_  
By: \_\_\_\_\_  
Interim Executive Director,  
Lead Regional Organization

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

BY: \_\_\_\_\_  
FINANCIAL OFFICER, Lead Regional Organization

**Meeting Date: July 9, 2012**

**Item # 12**

**SUBJECT: Confiscated Vehicle**

**REQUESTED BY: Sheriff Johnny Williams**

**SUMMARY: A 1992 Toyota vehicle with mileage recorded at 153,019 has been donated to the Warren County Sheriff's Office for use in law enforcement, from the US Customs & Border Protection Agency. It is submitted to receive said vehicle for stated use.**

**FUNDING SOURCE: N/A**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval of request to receive confiscated vehicle for use by the Sheriff's Department.**

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**NOTES:**

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**Meeting Date: July 9, 2012**

**Item # 13**

**SUBJECT: County Attorney Contract for Legal Services**

**REQUESTED BY: Karlene Turrentine, County Attorney**

**SUMMARY: Proposed revised County Attorney’s Contract for Legal Services is submitted for the Board’s review and action. Employment and Compensation, Subsection “e” , page 2 has been added to the contract, there are no other changes to the contract.**

**FUNDING SOURCE: General Fund**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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**NOTES:**

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STATE OF NORTH CAROLINA

COUNTY OF WARREN

**CONTRACT FOR LEGAL SERVICES  
FOR WARREN COUNTY**

THIS AGREEMENT, executed and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the COUNTY OF WARREN, a political subdivision of the State of North Carolina, hereinafter referred to as the "County" and KARLENE S. TURRENTINE hereinafter referred to as the "Attorney."

**WITNESSETH**

WHEREAS the County, by and through its undersigned Chairman of the Warren County Board of Commissioners, pursuant to and authorized by NCGS § 153-114, does hereby contract with and employ the undersigned Attorney for legal services as the County Attorney for Warren County; and

WHEREAS, the Board of Commissioners for Warren County, agrees to cooperate fully with the County Attorney in every way, including referring all legal matters to the Attorney's attention for prompt disposition;

WHEREAS, said Attorney agrees to accept this contract and to use her best professional judgment in the handling of the legal affairs of the County.

NOW THEREFORE BE IT RESOLVED, in consideration of the mutual covenants contained herein and other valuable considerations, receipt of which is acknowledged from each party to the other, County and Attorney agree as follows:

**EMPLOYMENT AND COMPENSATION**

Said Attorney agrees to send by electronic mail the County an itemized statement for legal services on or before the last calendar day of the month, and agrees that said statements are due and payable within ten (10) days of receipt.

The County agrees, by and through the undersigned, to compensate Attorney as follows:

- a. To pay a non-refundable retainer fee of \$400.00 per month, commencing with the execution of this contract. Payment of said retainer obligates the Attorney to attend the regular monthly county commissioners' meeting, unless a conflict or other extenuating circumstance arises that prohibits the attorney from attending the regularly scheduled meeting and reasonable notice of same has been tendered to the Board. The Chairman of the County Board of Commissioners is to determine the necessity for the appearance of the Attorney at the Commissioners' meeting, and is authorized to release the Attorney from attendance in the event the Chairman determines

the Attorney's presence is not necessary. In all events, however, the Attorney is free to attend all meetings of the County Board of Commissioners even though matters of a legal nature may not rise.

b. To pay said Attorney at the rate of Ninety-two and 50/100 Dollars (\$92.50) per hour for all legal services provided on behalf of Warren County which do not come within the scope of services provided under paragraph (a) above. Those services subject to billing on an hourly basis are: (1) drafting of correspondence, briefs, memoranda, letters and any other written documentation necessitated pursuant to occupying the position of County Attorney; (2) all research and other investigations required in serving as County Attorney; (3) attendance at all special called meetings requiring the attendance of the County Attorney (not to include the regular monthly county commissioners' meeting), other meetings and/or forums required in the course of performing in the position of County Attorney; (4) all telephone calls made or received during the course of completing specific tasks as County Attorney; and (5) appearance as County Attorney in all hearings, proceedings, and before all Courts as required.

These matters enumerated as being encompassed in the hourly billing structure set out above are not all inclusive. Any additional work by the County Attorney not falling within those general services described in paragraphs (a) or (b) shall also be billed at an hourly rate.

c. To pay for all expenses of said Attorney in providing legal services for the County, whether investigative or administrative or otherwise, and including, but not limited to, filing fees, telephone calls, costs of court, obtaining various records requiring payment in advance and all other expenses incurred by the Attorney while conducting County business. An itemized accounting of said expenses shall be given by the Attorney with her monthly billing to the County.

d. To pay expenses associated with the County Attorney's attendance of seminars, training sessions, or continuing legal education (CLE) courses related to the services to be provided under this contract. County Attorney's attendance of such seminars shall be approved in advance by the Board of Commissioners. The County shall pay, in advance, the expense incurred in connection with such seminars for registrations, tuition, materials, and lodging. The cost of transportation and meals while attending such seminars shall be the responsibility of the County Attorney.

e. Further, for litigation filed against the County and/or by the County (not being handled by the County's insurer) and which, in time past, the County would ordinarily "farm out" to an attorney and/or law firm separate from the County Attorney to handle, the County agrees to consider the County Attorney's law firm (Turrentine Law Firm, PLLC) for such work at the firm's

standard litigation rates—with the County Attorney hereby agreeing to grant Warren County a 10% discount off the firm's standard litigation rates. At such time, the parties agree a separate retainer would be executed so that there is clarity regarding the work falling under this paragraph.

#### TERM

This Agreement Shall commence on July 1, 2012, and shall renew each July 1st unless the County shall notify Attorney in writing on or before June 1 of the same year.

Either party may terminate this contract at will upon a thirty (30) day written notice. At the time of termination of this Contract, Attorney will be entitled to - compensation for all hours worked for the County prior to an effective termination.

#### AMENDMENTS

No amendment or modification of this Agreement shall be deemed effective or enforceable unless and until executed in writing by the County and Attorney with the same formality attending execution of this Agreement.

#### WAIVER & ESTOPPEL

No Terms or conditions of this agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provisions of this Agreement except by written instrument of the party charged with such waiver or estoppel executed with the same formality attending execution of this agreement.

#### VALIDITY

This agreement, having been executed and delivered in the State of North Carolina, its validity, interpretation, performance and enforcement shall be governed by the laws of that State, and should any part of the agreement for any reason be declared invalid, the validity and binding effect of any remaining portion of this agreement shall remain in full force and effect as if it had been executed with the invalid provision eliminated.

**IN WITNESS THEREOF**, the County of Warren has caused this Contract for Legal Services to be signed and executed in its behalf by its Chairperson, and duly attested to by its County Clerk and the Attorney has signed and executed this Agreement, both in duplicate, the day and year first written.

\_\_\_\_\_  
Ulysses S. Ross, Chairman

\_\_\_\_\_  
Karlene S. Turrentine, Attorney

ATTEST \_\_\_\_\_  
Angelena Kearney-Dunlap  
Clerk to the Board

# S. C. KITCHEN, JD

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*Turrentine Law Firm*

*920-B PaverstoneDr.*

*Raleigh, NC 27615*

Telephone: 888-308-3708 (work)

919-423-7738 (cell)

E-mail: ckitchen@turrentinelaw.com

## EMPLOYMENT

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ATTORNEY-OF COUNSEL <i>TURRENTINE LAW FIRM, PLLC</i>	2012-PRESENT <i>RALEIGH, NC</i>
GENERAL COUNSEL <i>ON SLOW WATER AND SEWER AUTHORITY</i> (ON RETAINER)	2011-PRESENT <i>JACKSONVILLE, NC</i>
ATTORNEY-OF COUNSEL <i>STARK LAW GROUP, PLLC</i>	2010-2012 <i>Durham, NC</i>
COUNTY ATTORNEY <i>County of Durham</i>	1996-2009 <i>Durham, NC</i>
COUNTY ATTORNEY <i>County of Alamance</i>	1986-1996 <i>Graham, NC</i>
ASSISTANT COUNTY ATTORNEY <i>County of Durham</i>	1980-1986 <i>Durham, NC</i>

## EDUCATION

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JURIS DOCTOR <i>University of North Carolina - Chapel Hill</i>	1977-1980 <i>Chapel Hill, NC</i>
B.A. – HUMANITIES <i>University of North Carolina - Charlotte</i>	1973-1977 <i>Charlotte, NC</i>

## AWARDS

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- 2004 County Attorney of the Year – North Carolina Association of County Attorneys
- 1999 Health and Safety Services National Award – American Red Cross
- Southeast Region Health and Safety Services Award – American Red Cross
- Ralph W. Ketner Employee Productivity Award – North Carolina

- Association of County Commissioners
- Paul Harris Fellow – Rotary International

#### PROFESSIONAL ASSOCIATIONS

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- North Carolina Bar Association
  - Constitutional Law Section Council – 2006-2008
  - Council Chair – 2011-2012
  - Awards Chair – 2006-2011
  - Treasurer – 2010-2011
  - Government & Public Sector Section Council – 2010-2011
  - Editor – *The Public Servant* – 2010-2011
- North Carolina County Attorney’s Association
  - President – 2002-2003
- National Association of County Civil Attorneys
  - President – 1993-1994
- National Association of Counties
  - Board of Directors – 1993-1994
  - Finance Committee

#### BAR MEMBERSHIP

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North Carolina State Bar – 1980  
United States Supreme Court – 1984  
United States Court of Appeals, 4<sup>th</sup> Circuit – 1982  
United States District Court

- Middle District North Carolina – 1980
- Eastern District North Carolina – 1981
- Western District North Carolina – 1988

#### PUBLICATIONS

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“Craig v. New Hanover County Board of Education – Do Negligent Acts Constitute Constitutional Torts?”, *The Constitutionalist*, North Carolina Bar Assoc., October 2009; *reprinted, Education Law*, North Carolina Bar Assoc., November 2009; *reprinted, The Public Servant*, North Carolina Bar Assoc., January 2010

“Sovereign vs. Governmental Immunity – A Review of Local Government Immunity”, *The Public Servant*, North Carolina Bar Assoc., May 2010

“The General Statutes of North Carolina do not Apply to the State and its Political Subdivisions – ‘A Known and Firmly Established Maxim’”, *The Public Servant*, North Carolina Bar Assoc., October 2010

“McDonald v. City of Chicago: Did it Change the Law in North Carolina?”, *The Constitutionalist*, North Carolina Bar Association, December 2010

“Those Annoying Filing Fees – Do You Really Have to Pay Them?”, *The Public Servant*, North Carolina Bar Association, December, 2010

“Economic Incentives and the Political Question Doctrine”, *The Public Servant*, North Carolina Bar Association, March 2011

#### REPRESENTATIVE CASES

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*Haugh v. County of Durham*, \_\_\_ N.C. App. \_\_\_, 702 S.E.2d 814 (2010) (standing; Political Question Doctrine in economic development cases)

*County of Durham v. Daye*, 195 N.C. App. 527, 673 S.E.2d 683 (2009), *disc. review denied and appeal dismissed*, 363 N.C. 801, 690 S.E.2d 534 (2010) (prior dismissal of party; use of Rule 60(b) to claim damages; cross-claim in tax foreclosure action)

*Dominion Healthcare Services, Inc. v. Value Options, Inc.*, \_\_\_ F. Supp. \_\_\_, 2009 WL 580326 (M.D.N.C. 2009) (contract claim)

*Capers v. Durham County Sheriff Dept.*, \_\_\_ F. Supp. \_\_\_, 2009 WL 798924 (M.D.N.C. 2009) (excessive force claim)

*Durham County v. Graham*, 191 N.C. App. 600, 663 S.E.2d 467 (2008) (necessary parties in sedimentation and erosion control enforcement case)

*In Re IBM*, 362 N.C. 228, 657 S.E.2d 355 (2008) (burden of proof in property tax cases)

*In Re Tillman*, 187 N.C. App. 739, 653 S.E.2d 911 (2007) (inclusion of mandatory fees on sales of property in tax valuation)

*Durham County Land Owners Ass'n v. County of Durham*, 177 N.C. App. 629, 630 S.E.2d 200, *disc. rev. denied*, 360 N.C. 532, 633 S.E.2d 678 (2006)

(authority of counties to impose school impact fees)

*Davis v. Durham Mental Health Developmental Disabilities Substance Abuse Authority*, 320 F.Supp.2d 378 (M.D.N.C. 2004) (employment discrimination allegation in termination suit)

*American Woodland Industries, Inc. v. Tolson*, 155 N.C. App. 624, 574 S.E.2d 55 (2002), *disc. rev. denied*, 357 N.C. 61, 579 S.E.2d 280 (2003) (standing to bring excise tax case)

*Data General v. County of Durham*, 143 N.C. App. 97, 545 S.E.2d 243 (2001) (invalidity of contract; quantum meruit not applicable to county contract)

*Lawson v. Toney*, 169 F.Supp.2d 456 (M.D.N.C. 2001) (res judicata)

*Cannon v. Durham County Bd. of Elections*, 959 F.Supp. 289 (E.D.N.C. 1997), *aff'd*, 129 F.3d 116 (4<sup>th</sup> Cir. 1997) (voting rights challenge to majority minority districts)

*City-Wide Asphalt v. Alamance County*, 966 F.Supp. 395 (M.D.N.C. 1997) (property interest in contract bid)

*Frye v. U.S.*, 916 F.Supp. 546 (M.D.N.C. 1995) (challenge to Brady Gun Control Act)

*Regan v. County of Alamance*, 330 N.C. 110, 408 S.E.2d 838 (1991) (sovereign immunity in writ of mandamus case)

*In Re Alamance County Court Facilities*, 329 N.C. 84, 405 S.E.2d 125 (1991) (separation of powers clause; power of judge to order county to build new courthouse)

*U.N.C. v. Hill*, 96 N.C. App. 673, 386 S.E.2d 755, *aff'd*, 327 N.C. 465, 396 S.E.2d 323 (1990) (responsibility of counties for prisoners medical expenses)

*In Re Worley*, 93 N.C. App. 191, 377 S.E.2d 270 (1989) (taxation of church property)

*In Re Appeal of R.J. Reynolds Tobacco Co.*, 73 N.C. App. 475, 326 S.E.2d 911, *disc. rev. denied*, 314 N.C. 540, 335 S.E.2d 21 (1985), *aff'd sub nom. R.J. Reynolds Tobacco Co. v. Durham County, N.C.*, 479 U.S. 130, 107 S.Ct. 499, 93 L.Ed.2d 449 (1986) (commerce clause; taxation of property in customs-bonded warehouse)

*Durham County v. Richards & Assoc., Inc.*, 742 F.2d 811 (4<sup>th</sup> Cir. 1984)  
(arbitration clause time limitation in construction contract)

PRESENTATIONS

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*National Association of Counties*

- How to Limit Liability for § 1983 Violations in County Jails
- County Liability for Social Workers

*North Carolina County Attorneys Association*

- Open Government Issues
- Stormwater/Watershed Protection Rules
- Ethics Rule 3.6 – Trial Publicity
- Mental Health Law Changes
- Defenses for Counties in Lawsuits
- American Woodlands Case
- Impact Fee Litigation
- Organization of County Attorney’s Offices in North Carolina
- Greens of Pine Glen Case
- Authority of Counties in North Carolina to Fund Roadway Improvements

*North Carolina Parks & Recreation Association*

- Liability for Failure to Have AED’s in Recreation Facilities
- Update on Legal Issues Affecting Recreation Facilities

*North Carolina EMS Directors Association*

- Update on Legal Issues

RED CROSS VOLUNTEER EXPERIENCE

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- CLARA BARTON SOCIETY
- NATIONAL CHAIR, AWARDS AND RECOGNITION COMMITTEE – 2003-2005
- NATIONAL AWARDS AND RECOGNITION COMMITTEE – 2001-2005
- SOUTHEAST/SOUTHWEST REGIONAL CO-CHAIR – AWARDS AND RECOGNITION COMMITTEE – 2002-2003
- SOUTHEAST REGIONAL CHAIR – AWARDS AND RECOGNITION COMMITTEE – 2001-2002
- SOUTHEAST REGIONAL AWARDS AND RECOGNITION COMMITTEE – 1999-2002
- NORTH CAROLINA STATE SERVICE COUNCIL – 2000-2002, 2003-2004
- NORTH CAROLINA STATE CHAIR – HEALTH AND SAFETY SERVICES – 1998-2000
- NORTH CAROLINA STATE HEALTH AND SAFETY SERVICES COMMITTEE – 1995-2000
- CHAIR – EASTERN NORTH CAROLINA HEALTH AND SAFETY SERVICES COMMITTEE – 1994-1995
- CHAPTER CHAIR – PIEDMONT CAROLINA CHAPTER – 1989-1991
- BOARD OF DIRECTORS – PIEDMONT CAROLINA CHAPTER – 1987-1996
- FIRST AID, CPR & AED INSTRUCTOR TRAINER – 1986-2006
- EMERGENCY RESPONSE INSTRUCTOR TRAINER – 1988-2004
- FIRST AID & CPR INSTRUCTOR (VARIOUS COURSES) – 1975-1986
- DISASTER SERVICES VOLUNTEER – 1977-1978
- WATER SAFETY INSTRUCTOR – 1973-1975

**SUBJECT: CDBG Project 11-C-2328 Grant Agreement & Funding Approval**

**REQUESTED BY: Department of Commerce**

**SUMMARY: Acceptance of Grant Agreement & Funding Approval related to CDBG 11-C-2328 Grant Funds in the amount of \$400,000 is submitted for Board's review and acceptance. Each document should be adopted separately and authorize Chairman and/or County Manager to sign related documentation.**

**FUNDING SOURCE:**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION**

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**NOTES:**

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**North Carolina**  
**Department of Commerce**  
**Community Investment and Assistance**

**Beverly Eaves Perdue**  
**J. Keith Crisco, Secretary**

**Henry C. McKoy, Assistant Secretary**  
**Vickie L. Miller, Director**

June 22, 2012

The Honorable Ulysses Ross, Chairperson  
Warren County Board of Commissioners  
Post Office Box 619  
Warrenton, North Carolina 27589-0281

Dear Chairperson Ross:

Subject: Grant Agreement and Funding Approval  
CDBG No: 11-C-2328

Enclosed you will find the following materials for undertaking the Community Development Block Grant (CDBG) Scattered Site Housing (SSH) grant recently awarded to Warren County:

- 1) Two copies of the Grant Agreement.  
These should be signed by you as the chief elected official. When you have executed copies of both documents, please return one copy to Community Investment and Assistance (CI).
- 2) Two copies of the Funding Approval.  
These should also be signed by you as the chief elected official. When you have executed copies of both documents, please return one copy to Community Investment and Assistance (CI).
- 3) Three Signatory Form and Certification cards.  
Instructions are on the cards. Two copies of the cards must be completed and returned to us prior to any funds being drawn. The number that will be used to identify this grant is 11-C-2328. Please use this number in future correspondence.

When the Grant Agreement, Funding Approval, and Signatory Form and Certification cards have been returned to us, funds for the administrative activity may be drawn. Funds for other activities may not be drawn until all the applicable conditions listed in item 4. of the Funding Approval have been removed in writing by CI. Funds may not be obligated or expended for any activity, including administration, prior to executing the Grant Agreement without written agreement from CI.

June 22, 2012

Among the first decisions you will need to make concerning this grant is selecting an administrator. If you plan to contract for administrative services, in addition to following state law and federal procurement regulations, it is very important that you select a firm that has staff available to carry out your grant in an efficient, timely manner. Competing firms should show their ability to devote adequate staff to your grant and should contractually commit sufficient staff to meet all grant deadlines.

In addition, the following three items are enclosed for your action:

1) A CDBG Requisition Form

The Requisition Form should be used to draw all CDBG funds. Please review the instructions for preparing the requisition on the reverse side of the form. Additional copies of the form should be made as needed.

2) Electronic Payment Form

This form replaces the STEPS-OUT EFT form. The Electronic Payment Form, from the Office of State Controller (OSC), must be used to indicate which financial institution will handle the account for electronic transfer of CDBG funds. No requisitions can be processed before a copy is returned to OSC. Please send a copy to CI as backup information.

We encourage all grantees to use the electronic transfer of funds. However, if you elect not to use this method of payment, you will need to contact Toni Moore immediately for instructions.

3) Two copies of the Performance Based Contract.

The grant is conditioned for the performance-based contract. These should be signed by an authorized official. Return one copy to CI.

We look forward to working with you and other officials on this grant. Please bear in mind that the grant recipient is ultimately responsible for the success of the grant. Please feel free to contact your grant representative, Stephanie Morris at (919) 571-4900 if you have any questions.

Sincerely,



Vickie L. Miller  
Director



**Community Investment & Assistance  
Community Development Block Grant Program  
Funding Approval**

**1. Name and Address of Recipient**

Warren County  
Post Office Box 619  
Warrenton, North Carolina 27589-0281

**2. Grant Number and Funding Approval Date**

GrantNumber : 11-C-2328  
Date of Original Funding Approval : 06/22/12  
Date of Amended Funding Approval :

**3. Approved Projects****Approved Amount**

C1	Scattered Site Housing	\$400,000.00
<b>Total Grant Award</b>		<b>\$400,000.00</b>

**4. Funding Approval Conditions**

The following conditions must be removed in writing by Community Investment & Assistance(CI) in order for all funds to be released for the approved project(s) listed in item (3) , above:

**A. Environmental Condition:**

No funds may be obligated or expended in any project activity except for the administration activity in the C-1 project until the recipient has complied with the Environmental Review Procedures for the N.C. CDBG Program and the CDBG regulations contained in 4 NCAC 19L.1004.

**B. Administration Contracts/Inter-local agreements Condition:**

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant or a statement signed by the CEO stating that the contract will be administered internally.

**C. Performance Based Contract Condition:**

No funds may be obligated or expended in any project activity except for the administration activity until the recipient has returned to CI one copy of the properly completed Performance Based Contract signed by the CEO.

**D. Use of Experienced CDBG Administrator:**

No funds may be obligated or expended for the administration activity until the recipient has submitted a statement signed by the CEO stating that they will be using an experienced CDBG administrator or local government staff. This person should be one who has actually administered more than one (1) CDBG project. Please note that if issues result from the CDBG administrator, the local government will be subject to 4 NCAC 19L

**E. Revised Budget Condition:**

No funds may be obligated or expended in any project activity including the administration activity in the C-1 project, until the recipient submits a revised budget correcting the administration and planning line item to allow for a total of 10% (\$40,000) of grant funds.

**F. Threshold and Performance Condition**

No funds may be obligated or expended in any project activity including the administration activity in the C-1 project, until the recipient resolves all performance and threshold issues for grants that have been open for more than 33 months.

**5. Signature of Authorized Official**

Vickie Miller  
Name Vickie Miller  
Director  
Title

6/22/12  
Date

**6. Signature of Authorized Local Official**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



North Carolina Department of Commerce  
Community Investment and Assistance  
Community Development Block Grant Program

(Scattered Site Rehabilitation)  
Grant Agreement

(Warren County)

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to (Warren County) the "Recipient" and collectively with DOC, the "Parties"), Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient's compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect. The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. Definitions. Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
  - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
  - (b) Recipient means **Warren County** the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
  - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
  - (d) "Assistance" or "Grant" means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements and regulations, in the amount of **\$400,000.00** except as modified.
  - (e) Program means the community development program, project, or other activities, including the administration thereof, for which

assistance is being provided under this Agreement and which is described in the Recipient's approved application, as may be modified.

- (f) The date for receiving the grant means the date of the CI Director's signature on the Grant Agreement and Funding Approval.
2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the CI Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.
3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG HUD Program Requirements and any subsequent amendments, regulations or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third Party Relationships. Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient's contract with the third party must require the third party to comply with this Agreement, all applicable laws, rules, regulations and requirements, including but not limited

to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered into by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG program.
6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict of interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(ii)(4).

7. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.
8. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records")) as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.
9. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
10. Release of Personal, Financial and Identifying Information. To ensure and document compliance with CDBG income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from companies, individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to any and all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC's request. This obligation includes, but is not limited to, the personal, financial and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.

11. **Project Savings.** The Recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**
12. **Expenditure of Non-CDBG Funds.** The recipient must ensure that non-CDBG funds are expended along with CDBG funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.
13. **Method of Payment.** The Department of Commerce uses the Office of State Controller (OSC) to make CDBG payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred. Arrangements must be made with the Finance Officer in Community Investment and Assistance if a Recipient does not want to use the electronic funds transfer.
14. **Fair Housing.** Recipients of CDBG funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. Recipients with 10,000 persons or more will be required to complete an Analysis to Impediments to Fair Housing Choice Study. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in CDBG Bulletin 10-25 and the CDBG Compliance Plans and Templates ([www.nccommerce.com/cd/investment-assistance/forms-resources](http://www.nccommerce.com/cd/investment-assistance/forms-resources)).
15. **Equal Employment and Procurement Opportunity.** A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance and complaint tracking.
16. **Local Economic Benefit (Section 3 Regulation).** For each year that a CDBG is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income residents within the CDBG assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

17. **Section 504 and ADA.** Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG assisted project.
18. **Environmental Review.** Recipients of CDBG funds are required to complete the document entitled "Environmental Review Procedures for the CDBG Program." Once the Environmental Review Record (ERR) is received, CI will review for completeness and submit selected CDBG ERRs if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until CI issues an environmental clearance.
19. **Language Access Plan (LAP).** Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from CI. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.
20. **Procurement Standards.** Where applicable, Recipient shall follow the procurement standards established in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.
  - a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
  - b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines and procedures, including those set forth in Office of Management and Budget Circular No. A-87 ("Cost Principles for State and Local Governments").

In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

21. **Labor Standards.** Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-R programs, including but not limited to the rules set forth in 4 N.C.A.C 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-R projects):
- Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
  - Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
  - Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
  - Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

22. **Architectural Barriers.** Per 4 N.C.A.C.19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):
- Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
  - Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C.19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.
  - Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
  - North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.

- Change of Use of Real Property.** Recipient agrees not to change the use or planned use of any property acquired with CDBG funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of 24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.
- Obligation of Recipient With Regard to Vacant Units.** The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low or moderate income person by the time close-out occurs.
- Utility Assessments or Fees:** Assessments or fees to recover the CDBG funded portion of a utility project may be charged to properties not owned and occupied by low and moderate income persons. Such assessments are program income and, as such, must be used for eligible CDBG activities that meet a CDBG national objective.
- False or Misleading Information.** Recipient is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.
- Disputes with DOC.** If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Vickie L. Miller, Director, Department of Commerce – Division of Community Investment and Assistance, 4313 Mail Service Center, Raleigh, NC 27699-4313. The Division of Community Investment and Assistance ["CI"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(c)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes, protests, and/or claims arising out of or relating to the implementation of the [CDBG]." This includes actions arising out of or related to this Agreement or the Program.
- Disputes or Complaints by Subrecipients or Other Entities.** Recipient is responsible for developing, implementing and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient's dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.

29. Schedules

- (a) Schedule for Release of Conditions and Completion Activities. The Recipient must satisfy all Funding Approval Conditions to release CDBG funds within 4 months from the date (October 22, 2012) the Grant Agreement and Funding Approval were signed by the CI Director. The recipient must draw down all CDBG funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities implementation schedule in the application as modified by the Performance Based Contract.
- (b) The Recipient must obligate all funds within 27 months (September 22, 2014) from the date the Grant Agreement and Funding Approval are signed by CI Director.
- (c) All funds are to be expended within 30 months (December 22, 2014) from the date the Grant Agreement and Funding Approval are signed by CI Director. Any remaining funds will be de-obligated.
- (d) All closeout documents must be submitted to CI by (March 22, 2015) or within 3 months of all funds drawn down and expended, whichever comes first.
- (e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the CI Director:
- Environmental – 4 months (October 22, 2012)
  - Equal Employment and Procurement Plan – 4 months (October 22, 2012)
  - Fair Housing – 4 months (October 22, 2012)
  - Section 3 Plan – 4 months (October 22, 2012)
  - Analysis of Impediments- 4 months (October 22, 2012)
  - Request for Release of Funds – 5 months (November 22, 2012)
- (f) Timely Draw down of Funds. Recipient is required to draw down activity funds monthly after they are given the authority to use funds. If this requirement is not met, the grantee will be subject to review and remedies as stated in 04 NCAC 19L.1104.

30. Quarterly Progress Report. Per Bulletin 11-7, Recipient shall ensure that a quarterly progress report that reflects approved CDBG program activity progress and CDBG financial status is presented to Recipient's elected board and a copy of that report, endorsed by the Chief Elected Official or the county/city/town manager will be provided to DOC not later than the fifteenth (15<sup>th</sup>) day of the month following the ending month of the reporting period.

31. Performance Measures

The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

- (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.

- (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Secretary of the Department of Commerce

Date: 6/22/12

By: Vickie L. Miller  
Vickie L. Miller  
Director  
Community Investment and Assistance

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

\_\_\_\_\_  
Name of Recipient

By: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
(Title)

**Requisition for CDBG Funds  
Part I: Grant Summary**

1. Name and Address of Grantee:  * Person to whom check should be mailed:	2. Name and telephone number of the person to contact if there are questions about this requisition:  Telephone Number:		3. Grantee Number:
			4. Grantee Tax ID Number:
			5. Requisition Number <b>1</b>
			6. Amount of funds requested: <b>\$0.00</b>
7. Project Number	C-1	L-1	TOTAL
8. CDBG funds received to date	\$0.00	\$0.00	\$0.00
9. Program Income received to date	\$0.00	\$0.00	\$0.00
10. Subtotal (line 8 + line 9)	\$0.00	\$0.00	\$0.00
11. CDBG expenditures to date	\$0.00	\$0.00	\$0.00
12. CDBG funds needed	\$0.00	\$0.00	\$0.00
13. CDBG funds on hand (line 10 - 11)	\$0.00	\$0.00	\$0.00
14. Amount of funds requested (line 12 - 13)	\$0.00	\$0.00	\$0.00
15. CERTIFICATION I certify that the data presented in this requisition is correct, that this requisition is in accordance with the terms and conditions of the above referenced grant and that the amount requested is not in excess of current needs.			
Date	Authorized Signature	Title	
Date	Authorized Signature	Title	
<b>FOR DCA USE ONLY</b>			
Date Received  Date of Check  Check Number  Date Mailed	Explanation of Changes: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
	Reviewed by	Date	Approved by Date

Revised 11/29/10 by Ms. Michelle Ball, High County COG

## Performance Based Contract

Performance Based Contract:

Name of Grantee:

Grant Number:

First Quarter begins on the date of CI Director's signature on the Grant Agreement and Funding Approval.

List goals to be accomplished each Calendar Quarter.

Above each quarter, reflect the Calendar Quarter and Year in which that quarter represents. For example; Jan-Mar 2012, Apr-Jun 2012, etc.												
	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	5th Quarter	6th Quarter	7th Quarter	8th Quarter	9th Quarter	10th Quarter	11th Quarter	12th Quarter
	% Process Completed Description											
<b>1. Administrative Activities</b> Grant Agreement and Funding Approval												
b. Environmental Condition												
c. Citizen Participation Condition												
d. Flood Plain Compliance Condition												
e. Other Conditions												
1.												
2.												
<b>Administration</b>												



Performance Based Contract:

Name of Grantee:

Grant Number:

Above each quarter, reflect the Calendar Quarter and Year in which that quarter represents. For example, Jan-Mar 2012, Apr-Jun 2012, etc.	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter	Quarter
	% Process Completed Description											
6B. Other Activities Work Completed Playground Facilities Public Services cdc												
6C. Other Activities Work Completed MicroEnterprise Program Job Training Program Neighborhood Clean up (public services)												
6D. Other Activities Work Completed												
6E. Other Activities Work Completed												
6F. Other Activities Work Completed												

**SIGNATORY FORM AND CERTIFICATION**

Grant No. \_\_\_\_\_

Recipient Name \_\_\_\_\_

Address: \_\_\_\_\_

Signatures of individuals authorized to sign Requisition for Funds forms. (Two signatures required on each requisition.)

(Signature) \_\_\_\_\_ (Typed Name) (Typed Title) \_\_\_\_\_

**CERTIFICATION**

1. ( ) I certify that the signatures above are of the individuals authorized to sign Requisition for Funds form for the above recipient.

\_\_\_\_\_  
Certifying Official + Title

2. ( ) The governing board has passed a resolution authorizing the persons above to sign Requisition for Funds forms for the above recipient. A copy of the resolution is attached.

I certify that the signatures above are those of the individuals authorized by resolution of the governing board of the recipient to sign Requisition for Funds forms.

**Meeting Date: July 9, 2012**

**Item # 14-A**

**SUBJECT: Personnel Action – Senior Center**

**REQUESTED BY: County Manager Linda T. Worth**

**SUMMARY: Ms. Arnetta Yancey, current Senior Center Director has tendered her resignation effective July 31, 2012. Therefore, Ms. Laverne (DeShields) Gardner, Administrative Assistant is submitted for appointment as Interim Senior Center Director effective August 1, 2012 until the soon to be vacancy is filled. Annual salary increased by \$5,000 from \$21,982 to \$26,982 for extra duties and responsibilities.**

**FUNDING SOURCE: Lapsed salary and fringes – Senior Center Budget**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

Recommend approval effective 8/1/12.

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**NOTES:**

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## MEMORANDUM

**TO:** Warren County Board of Commissioners  
**FROM:** Linda T. Worth, County Manager *LW*  
**DATE:** June 29, 2012  
**RE:** Personnel Action Requests

I am respectfully requesting the Board's consideration and approval of the following personnel action requests:

### Senior Center

As you are aware, Ms. Arnetta Yancey, Senior Center Director, has tendered her resignation from her position effective July 31, 2012. I am respectfully requesting the Board's consideration to appoint Ms. Laverne DeShields, Administrative Assistant, to serve as Interim Senior Center Director effective August 1, 2012, until the soon to be vacant Senior Center Director position is filled. I am recommending that Ms. DeShields' base salary of \$21,982 be increased by \$5,000 to \$26,982 to compensate her for the extra duties and responsibilities she will be required to perform while in this interim position. Lapsed salaries and fringes in the Senior Center departmental budget will be used to fund the additional salary and fringes to facilitate this request.

**Meeting Date: July 9, 2012**

**Item # 14-B**

**SUBJECT: Personnel Action – Tax Administration**

**REQUESTED BY: County Manager Linda T. Worth**

**SUMMARY: It is submitted to appoint Ms. Bonnie Andrews, Tax Collection Supervisor to the position of Interim Tax Administrator retroactive to July 1, 2012 until Tax Administrator vacancy is filled. Annual salary increased by \$5,000 from \$32,477 to \$37,477 for extra duties and responsibilities.**

**FUNDING SOURCE: Lapsed salary and fringes – Tax Assessor & Tax Collector Budget**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval effective 7/1/12.**

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**NOTES:**

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## MEMORANDUM

**TO:** Warren County Board of Commissioners  
**FROM:** Linda T. Worth, County Manager *LW*  
**DATE:** June 29, 2012  
**RE:** Personnel Action Requests

I am respectfully requesting the Board's consideration and approval of the following personnel action requests:

### Tax Office

I am respectfully requesting the Board's consideration to appoint Ms. Bonnie C. Andrews, Tax Collection Supervisor, to serve as Interim Tax Administrator retroactive to July 1, 2012 until the vacant Tax Administrator position is filled. I am recommending that Ms. Andrews' base salary of \$32,477 be increased by \$5,000 to \$37,477 to compensate her for the extra duties and responsibilities she will be required to perform while in this interim position. Lapsed salaries and fringes in the Tax Assessor and Tax Collection departmental budgets will be used to fund the additional salary and fringes to facilitate this request.

Thank you in advance for your consideration and approval of this matter.

**Meeting Date: July 9, 2012**

**Item # 14-C**

**SUBJECT: Personnel Action – Appoint Information Technology (IT) Administrator**

**REQUESTED BY: County Manager Linda T. Worth**

**SUMMARY: On recommendation of the Personnel Committee, Alfred Evans is presented for appointment to the position of Information Technology (IT) Administrator with a salary of \$45,000, effective July 16, 2012. The IT Budget will need to be amended to add an additional \$4,060 to salary/fringes to fund the difference in the recommended and budgeted salary/fringes.**

**FUNDING SOURCE: IT Departmental Budget**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**1. Recommend approval of appointment effective 7/16/12; and 2. Amend IT Budget by \$4,060 to fund difference in recommended and budgeted salary/fringes.**

**NOTES:**

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## MEMORANDUM

**TO:** Warren County Board of Commissioners  
**FROM:** Linda T. Worth, County Manager *LW*  
**DATE:** June 30, 2012  
**RE:** Appointment of Information Technology Administrator

I am requesting the Board's consideration and approval of the following personnel action:

After interviewing several candidates, the Personnel Committee is pleased to recommend Mr. Alfred Evans to fill our vacant Information Technology Administrator position. Mr. Evans has an extensive background in the field of information technology. He has served as a Systems Analyst and Information Technology Administrator while in the US Air Force, and most recently as an Information Technology Instructor/Administrator with Halifax Community College. Mr. Evans' resume' is attached.

The Personnel Committee is recommending an annual salary of \$45,000 for Mr. Evans with a start date of July 16, 2012. The amount budgeted for this position is \$41,451 or the minimum range of the salary. Therefore, if the Board approves the recommended salary, the Information Technology budget will need to be amended to add \$4,060 to make up the difference in the recommended salary and the budgeted salary/fringes.

Your favorable consideration of this request is greatly appreciated. Should you have any questions or concerns in the interim, please do not hesitate to contact me.

cc: Elgin Lane, HR Manager

## ALFRED EVANS

4104 Tucker Trail – Rocky Mount, North Carolina 27804

(252) 937-7198

[alfredevans@embarqmail.com](mailto:alfredevans@embarqmail.com)

### Information Technology Administrator

Proven ability to successfully analyze an organization's critical support requirements, identify deficiencies and potential opportunities, and develop innovative solutions for increasing reliability and improving productivity. A broad understanding of computer hardware and software, including installation, configuration, management, troubleshooting, and support.

### COMPUTER SKILLS

- Operating Systems: Windows NT, Windows XP, Linux/UNIX, Novell Netware, MVS, and VMS.
- Networking: LAN, WAN, TCP/IP, ATM, VPN, MPLS, OSPF, DHCP, DNS, RIP, EIGRP
- Hardware: Cisco, Marconi, IBM, SUN, HP, Compaq, Dell, Apple McIntosh, SAN, EMC
- Desktop Applications: MS Office, Outlook, Project, Visio, AutoCAD, Dreamweaver8
- Phone Systems: Nortel SL100s, Mitel, Redcomm, call management, and voice mail

### EDUCATION

- MS - Management of Information Systems - Strayer University – 1993
- BS - Mathematics and Computer Science - University of North Carolina at Pembroke – 1984
- Cisco Certified Network Associate (CCNA) Instructor – 2006

### PROFESSIONAL EXPERIENCE

HALIFAX COMMUNITY COLLEGE, Weldon, North Carolina (August 2005 to May 2010)

#### **Department Head/Information Technology/Network Instructor**

- Installed, troubleshoot, and maintained routers.
- Worked with UNIX, IBM, and Macintosh computers as networked systems.
- Monitored and troubleshoot all types of network components.
- Deployed narrowband, broadband and wireless solutions.
- Developed and maintained IT budgets.
- Provided advice and consultation on all aspects of information technology.

UNITED STATES AIR FORCE (May 1985 to August 2005)

#### **Information Technology Administrator**

- Removed technical problems of already installed network.
- Maintained and troubleshoot computer network software, hardware, and different peripherals.

- Resolved operational problems by developing system solutions.
- Created documents on application and systems which help users while the use of particular application or system.
- Launched user profiles, environments, directories, and security for networks being installed.
- Supported network services relating to desktop connectivity.

#### **Information Technology Administrator**

- Handled new network components.
- Created documents on network troubles and resolutions to use it in future.
- Resolved complex technical problems with the help of vendor.
- Provided security with the help of different processes to data being processed on network.
- Provided advance support for the diagnosis and resolution of complex problems to ensure minimal disruption of mission-critical systems and applications.
- Interfaced with users, other teams and service providers to resolve problems, perform day-to-day operational tasks and investigate new technologies and services.

#### **Information Technology Administrator**

- Handled the tasks of maintaining and monitoring data center facilities and equipments to meet 100% SLA uptime standards.
- Responsible for maintaining current documentation on LAN/WAN configurations, point-to-point circuits and frame-relay with circuit IDs, DLCIs and Sequent's circuits worldwide.
- Assisted customers by providing hands on support of servers, switches, routers and firewalls.
- Oversaw network and equipment upgrades like CatOS image upgrades, IOS, and configuration changes.
- Identified weaknesses in the existing communications systems, re-engineered a plan to improve performance and availability and managed the deployment of network improvements.
- Reviewed the impacts and recommended the deployment of new technologies into the communications environment.

#### **Systems Analyst**

- Provided technical and managerial expertise on acquisition, development, and life cycle support planning for computer resources supporting major communications systems in excess of \$3 billion.
- Developed alternative hardware solution in response to severe funding cutbacks saving the Air Force \$66 million and kept the program on track.
- Developed the first architecture that depicted the strategic initiatives needed to eliminate stand alone systems and interoperability problems reducing the duplication of effort being done in the Air Force.

**Meeting Date: July 9, 2012**

**Item # 15-A**

**SUBJECT: Internet Based Auction Sales & Sealed Bid**

**REQUESTED BY: Clerk to the Board**

**SUMMARY: Certain county property which is no longer needed by Soil Conservation (printer) and Public Works (trash compactor hopper) is presented by Resolution to be declared surplus and authorized to sell via online auction and the sealed bid process.**

**FUNDING SOURCE:**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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**NOTES:**

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*STATE OF NORTH CAROLINA  
COUNTY OF WARREN*

*RESOLUTION  
SALE OF SURPLUS  
WARREN COUNTY PROPERTY*

*WHEREAS, the County of Warren has certain property which is no longer needed and may lawfully dispose of such property through declaring "Surplus Property" and convey or sale by auction, bid, and/or electronic advertisement.*

*NOW, THEREFORE, BE IT RESOLVED THAT, pursuant to Article 12, North Carolina General Statute 160A-268, the Warren County Board of Commissioners will sell by auction the following personal property: HP Photosmart Printer (Soil & Water Conservation); and through the sealed bid process: Trash Compactor Hopper (Public Works).*

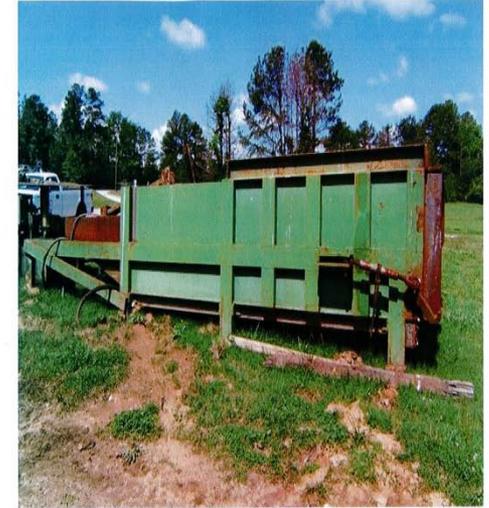
*BE IT FURTHER RESOLVED, The Board of Commissioners authorizes the County Manager (or designee) to dispose of this property and incur those costs incidental to convey or sell property; and that advertising, describing the property, the method of transfer (by conveyance, sale or auction) and the date, time and place for the award of bid will be placed in the Warren Record and displayed electronically, otherwise appropriately advertised according to law.*

*ADOPTED this the 9<sup>th</sup> day of July 2012.*

*WARREN COUNTY BOARD OF COMMISSIONERS  
Ulysses S. Ross, Chairman*



**HP Photosmart Printer**



**Trash Compactor - Hopper**

Meeting Date: July 9, 2012

Agenda Item # 15-B

**SUBJECT:** Resolution Declaring Surplus Property & Authorizing Auction

**REQUESTED BY:** Angelena Kearney-Dunlap, Clerk to the Board

**SUMMARY:** It is submitted by Resolution to declare tax foreclosed property surplus and authorize sale by internet based auction.

<i>Tax Parcel ID #</i>	<i>Property Identification</i>	<i>Suggested Minimum Bid</i>
<i>F2 6F</i>	<i>Cole Farm Rd, SR 1304-1 acre</i>	<i>\$1,306</i>
<i>I6 74</i>	<i>2685 US Highway 258E - .55 acres</i>	<i>\$5,093</i>
<i>E5 180B</i>	<i>Lot 2, 115 Huntsville Dr - .80 acre</i>	<i>\$7,522</i>
<i>E6 67A</i>	<i>Plat 19/83, Dr MLK Jr. Blvd- 1.20 acres</i>	<i>\$1,965</i>

**FUNDING SOURCE:** N/A

**APPLICABLE GENERAL STATUTE:** Article 12, NC GS 160A-268

**FOLLOW-UP REQUIRED:** N/A

**COUNTY MANAGER'S RECOMMENDATION:**

Recommend approval.

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**NOTE**

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*STATE OF NORTH CAROLINA  
COUNTY OF WARREN*

*RESOLUTION  
SALE OF SURPLUS  
WARREN COUNTY PROPERTY*

*WHEREAS, the County of Warren has certain property which has been foreclosed for delinquent taxes and may lawfully dispose of such property through declaring "Surplus" and offering by online auction.*

*NOW, THEREFORE, BE IT RESOLVED THAT, pursuant to Article 12, North Carolina General Statute 160A-268, the Warren County Board of Commissioners will sell through online auction the following real property:*

<i>Tax Parcel ID #</i>	<i>Property Identification</i>	<i>Suggested Minimum Bid</i>
<i>F2 6F</i>	<i>Cole Farm Rd, SR 1304-1 acre</i>	<i>\$1,306</i>
<i>I6 74</i>	<i>2685 US Highway 258E ~ .55 acres</i>	<i>\$5,093</i>
<i>E5 180B</i>	<i>Lot 2, 115 Huntsville Dr ~ .80 acre</i>	<i>\$7,522</i>
<i>E6 67A</i>	<i>Plat 19/83, Dr MLK Jr. Blvd- 1.20 acres</i>	<i>\$1,965</i>

*BE IT FURTHER RESOLVED, The Board of Commissioners authorizes the County Manager (or designee) to dispose of this property and incur those costs incidental to sell property; and that advertising, describing the property, the method of transfer (by conveyance, sale or auction) and the date, time and place for the award of bid will be placed in the Warren Record and displayed electronically, otherwise appropriately advertised according to law.*

*ADOPTED this the 9<sup>th</sup> day of July 2012.*

*WARREN COUNTY BOARD OF COMMISSIONERS  
Ulysses S. Ross, Chairman*

**Meeting Date: July 9, 2012**

**Item # 15-C**

**SUBJECT: Internet Based Auction Sales**

**REQUESTED BY: Clerk to the Board**

**SUMMARY: Certain county property has been declared surplus but did not sale at auction. Therefore, it is presented by Resolution to convey said property (various desks) to area non-profits for \$1.00.**

**FUNDING SOURCE:**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

**Recommend approval.**

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**NOTES:**

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***Resolution Conveying Personal Property***  
***By***  
***Private Sale***

**WHEREAS**, G.S. 1601-279 states that a county may in lieu of or in addition to an appropriation, convey by private sale, real or personal property to any public or private entity that carries out a public purpose; and

**WHEREAS**, in such conveyance, the County shall attach covenants and/or conditions that assure that said property will be put to a public use by the recipient entity; and

**WHEREAS**, said conveyance must be in accordance with the procedural provisions set forth in G.S. 160A-267.

**NOW, THEREFORE BE IT RESOLVED**, that the Warren County Board of Commissioners hereby orders the County Manager to dispose of and convey by private sale various desks withdrawn from use by Warren County at a negotiated price of \$1.00, to:

**Warren County Community Center**  
**Littleton Community Center**  
**Littleton Senior Center**  
**Hawtree Fire Department**  
**Loaves and Fishes**

**BE IT FURTHER RESOLVED** that a notice summarizing the contents of the Resolution shall be published in the local newspaper upon its adoption with final conveyance occurring at least ten (10) days after said publication.

**Adopted this 9<sup>th</sup> day of July 2012.**

**ATTEST:**

**WARREN COUNTY BOARD OF COMMISSIONERS**  
**Ulysses S. Ross, Chairman**

**Meeting Date: July 9, 2012**

**Item # 16**

**SUBJECT: Schedule Public Hearing**

**REQUESTED BY: Doug Young, Emergency Services Director**

**SUMMARY: It is requested to schedule a public hearing to hear citizen comments regarding adoption of revised Warren County Hazard Mitigation Plan for Monday, August 6, 2012 at 5:45 pm.**

**FUNDING SOURCE:**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**Meeting Date: July 9, 2012**

**Item # 17**

**SUBJECT: Proposed Land Purchase for Roanoke Park**

**REQUESTED BY: Chairman Ulysses S. Ross**

**SUMMARY: It is requested to authorize the County Manager to secure a Title Examination on a 2.879 acre parcel of land owned by T. & S. Charnetzky (Deed Book 830, Page 824) in Roanoke Township. The Board is also requested to approve the purchase of said land at a sales price of \$17,000 should the Title be determined to be sufficient, and authorize the Chairman to execute the Deed. Funds are budgeted in the FY 13 budget for this land purchase for Roanoke Park.**

**FUNDING SOURCE: General Fund**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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Property  
Card

OWNERSHIP	07212011	26370	312	PROPERTY DESCRIPTION	TAX SUBDIVISIONS	MAP NUMBER	CARD NO				
CHARNETZKY TOM & SHERRIE				WILKINS LT 1	ROANOKE TOWNSHIP	L2B 88C	1				
1011 LAKE ROYALE				PLAT IN FILE	ROANOKE WILDWOOD FI	ROUTE	RECORD NUMBER: 16682				
LOUISBURG NC	27549			1362 SR			LISTER: SC053007				
DED: 830 824Q08202006		25000-22		RIVER RD			REVIEW: SW053007				
				TOPO	STREET	UTILITY	ZONING	2.87 ACRES	NBHD		
				ROLLING	PAVED	ELECTRIC			0700		
					MED TRFC		NOTES:				
				#LAND CLASS	SIZE	BASERATE*FRNT*DPH*ADJ	ADJRATE*UNITS	LAND-VALUE			
				1 ZIMPAVE/BLD	1.00AC	3000	9000 1.00	9000			
				2 36TIMEDRES	1.87AC	2000 2.21ACF	4420 1.87	8265			
				LAND VALUE:					17265		
				#OTHER FEAT	SIZE	BASERATE*COND	ADJRATE*UNITS	OFB-VALUE			
				OTHER VALUE:					0		
				FOUNDATION	XTRFNISH	ROOFTYPE	ROOFMTRL	SIZE/QTY			
				WALLFNH	FLOORS	HEATCALR	HEATFUEL				
				VACANT					0		
				#STRUCTURE	SKTCH-SF*STHT	AREA	RATE*GRDF+HEAT*EXWL*WHT-ADJRT*	AREA-	RPCN*	DEFP*CRDP-STR-VALUE	
				STRUCTURE VALUE:							0
				VALUATION	VALUE	PREV-VAL	P-N%	SALE	S-N%	TOTAL VALUE	
				LAND	17265		10133 170%	QUALIFIED		6015LV/AC	
				OTHERFEAT	0			08202006			
				STRUCTURE	0			830-824			
				TOTAL	17265		10133 170%	25000	69%		
				GEOGRAPHIC-ADJUSTMENT-NBRD: 700 CAVB:					0 * 0.85=	0	TOTAL APPRAISED-VALUE: 17265

**Meeting Date: July 9, 2012**

**Item # 18**

**SUBJECT: Designate Voting Delegate, NCACC Annual Conference**

**REQUESTED BY: Clerk to the Board**

**SUMMARY: Commissioner Jordan is registered to attend said conference August 16-19, 2012, therefore, it is recommended to designate Commissioner Jordan as voting delegate to the 105<sup>th</sup> NCACC Annual Conference to be held in Wake County.**

**FUNDING SOURCE:**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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## Designation of Voting Delegates to NCACC Annual Conference

I, Jennifer Jordan, hereby certify that I am the duly designated voting delegate for Warren County at the 105<sup>th</sup> Annual Conference of the North Carolina Association of County Commissioners to be held in Wake County, N.C., on August 16-19, 2012.

Signed: \_\_\_\_\_

Title: Warren County Commissioner

### Article VI, Section 2 of our Constitution provides:

“On all questions, including the election of officers, each county represented shall be entitled to one vote, which shall be the majority expression of the delegates of that county. The vote of any county in good standing may be cast by any one of its county commissioners who is present at the time the vote is taken; provided, if no commissioner be present, such vote may be cast by another county official, elected or appointed, who holds elective office or an appointed position in the county whose vote is being cast and who is formally designated by the board of county commissioners. These provisions shall likewise govern district meetings of the Association. A county in good standing is defined as one which has paid the current year's dues.”

Please return this form to Sheila Sammons by: **Friday, August 10, 2012:**

NCACC  
215 N. Dawson St.  
Raleigh, NC 27603  
Fax: (919) 733-1065  
sheila.sammons@ncacc.org

**Meeting Date: July 9, 2012**

**Item # 19-A**

**SUBJECT: Contracts Approved by County Manager**

**REQUESTED BY: Linda T. Worth, County Manager**

**SUMMARY: County Manager has been granted authorization to approve contracts up to but not to exceed \$50,000. Approved contracts are submitted for Board's information.**

**FUNDING SOURCE: Various**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**RE:** Notice of Contracts/Agreements Approved by the County Manager

Pursuant to the contracting authority granted to me by the Board of County Commissioners, please be advised that I have approved the following contractual agreements on behalf of Warren County:

Warren County Finance Office

Intercomp Systems  
3901 Barrett Dr., Suite 305  
Raleigh, NC 27609

I have approved a Maintenance Contract with Intercomp Systems for the Finance Office check printer at a cost of \$383 for one year. Funds are budgeted in the Finance Office's departmental budget for this contract.

General – Warren County

Tax Reduction Specialists  
P.O. Box 1810  
Clemmons, NC

I have approved an addendum to the Sales Tax Contract dated 12/31/09 with Tax Reduction Specialists (TRS). This is a contingency-fee contract with TRS to audit tax periods through the tax period ending 12/31/12 to identify sales taxes that should be reallocated to Warren County. The County has received \$16,618.97 in reallocated sales taxes resulting from audits conducted by TRS for prior tax periods. TRS receives a percentage of the sales taxes reallocated to the County.

MEMORANDUM

PAGE 2

June 29, 2012

Economic Development Commission

ECS Carolinas, LLP  
9001 Glenwood Avenue  
Raleigh, NC 27617

I have accepted a proposal from ECS Carolinas, LLP to perform a Phase I Environmental Site Assessment at the Former Peck Manufacturing Plant site. The cost of the site assessment is a lump sum fee of \$1,800 that will be paid from the Economic Development Commission's departmental budget.

Central Communications

CenturyLink  
665 Lexington Avenue  
Mailstop: OHMANB0107  
Mansfield, OH 44907

I have approved a Products and Services Agreement for maintenance of the equipment in the E-911 Center. Funds to pay the annual cost of \$9,741.48 are budgeted in the E-911 Fund.

Please advise if there are any questions or concerns regarding these agreements.

Attachments

**County Manager approved Contracts submitted for Board's information have been provided under a separate E-mail.**



**Meeting Date: July 9, 2012**

**Item # 19-B**

**SUBJECT: County Manager's Report**

**REQUESTED BY: Linda T. Worth, Warren County Manager**

**SUMMARY: County Manager's Report of activities for June 2012 is presented for the Board's review and approval.**

**FUNDING SOURCE:**

**APPLICABLE LOCAL ORDINANCE &/or GENERAL STATUTE:**

**FOLLOW-UP REQUIRED:**

**COUNTY MANAGER'S RECOMMENDATION:**

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**NOTES:**

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**RE:** June Status Report

Following is a recap of my work activities for the month of June 2012:

**Administration**

- Attended Triangle North-Warren meeting at COG offices (6/1/12)
- Chaired final VWGF Advisory Board meeting (6/1/12)
- Prepared for and attended Board of Commissioners Regular Meeting (6/4/12)
- Attended County Employees Annual Benefits Fair
- Attended Radio Communications Upgrade Project Kick-Off meeting with TSS Partners and stakeholders (6/7/12)
- Participated in Triangle North-Warren conference call (6/7/12)
- Annual Leave (6/8/12)
- Attended Kerr Lake Regional Water System Advisory Board Meeting (6/11/12)
- Attended monthly JCPC Advisory Board Meeting (6/11/12)
- Mtg. with M. G. Howard and County Attorney to discuss easement across county-owned property (6/11/12)
- Prepared for and attended Board of Commissioners Budget Public Hearing (6/11/12)
- Chaired Noise Control Permit Board meeting (6/12/12)
- Attended Armory Fee Waiver Committee meeting (6/12/12)
- Attended Environmental Action Team Meeting in Aston Community (6/12/12)
- Attended Triangle North Board meeting in Henderson (6/13/12)
- Prepared for and attended Board of Commissioners final Budget Work Session (6/14/12)
- Met with Public Works Director to discuss solid waste issues (6/18/12)
- Participated in conference call with Region K Managers to discuss close-out of VWGF CJPP Resource Center (6/18/12)
- Participated in IT Administrator interviews (6/18/12)
- Met at VWGF CJPP Resource Center to divide the assets among the four counties served by the program (Vance, Warren, Granville & Franklin) See attached list of items received by Warren County (6/19/12)
- Interviewed by grad student researching the PCB Landfill that started the environmental justice movement across the nation (6/20/12)

- Prepared for and attended the Board of Commissioners Special Meeting to Adopt the Budget and regular Work Session (6/20/12)
- Met with W. Satterwhite and B. Kearney to discuss logo for the PCB Landfill's 30<sup>th</sup> Anniversary (6/21/12)
- Met with A. Yancey, Senior Center Director, to discuss Senior Center matters (6/21/12)
- Annual Leave (6/22/12)
- Met with B. Andrews to discuss Tax Office matters (6/25/12)
- Met with Tax Office staff (6/26/12)
- Annual Leave (6/29/12)

### Activities

- Attended and participated in a retirement luncheon for D. Tant and M. F. Little, DSS Employees (6/21/12)

### Project Updates

#### Construction/Renovation Projects

##### EMS Satellite Facility #2

EMS satellite facility #2 is approximately 80% complete. The sheetrock has been hung and is being finished for painting; wiring, plumbing and HVAC are completed. The remaining work to be done inside the building includes interior painting and trim, carpet, and cabinetry. Work outside to be done includes landscaping, concrete pad for handicapped parking, and driveway improvements by DOT.

#### CDBG Projects

##### 2012 Scattered Site Housing Project

The \$250,000 in CDBG funds have been released by Community Investment & Assistance (CI), and COG staff administering this project have begun bidding out water hook-ups and urgent housing repairs that are part of this project.

##### Ephraim Place Subdivision

We have not yet received a response from CI relative to our request to waive the repayment of the CDBG funds awarded for this project due to the four homes we are required to build and occupy with LMI individuals to meet the grant requirements have not yet been constructed.

VWGF Resource Center  
Inventory Information

<b>Warren County</b>				
Storage Shed (8' x 12') With Lean-to & Steps				\$1,780.00
Dry Erase Board (48" x 72")				\$122.99
2 Black Leather Visitor Chairs	EX8124			\$179.99
Toshiba SD-310V DVD Player		J01 32002098		\$37.99
Canon printing calculator	P23-DHV			\$18.99
1 Lectern				\$209.99
7 power strip surge protectors				8.24 each
Stihl Weed eater	FS 45	266248410		\$99.99
14" Excalibur hedge trimmer	EHT-SA	#97174ET		\$99.99
Leaf Blower		#270107598		\$59.97
1 Yellow Rake				\$14.97
1 Shovel				\$14.97
3 Orange Extension Cords				\$13.29 each
2 Gas Cans				\$11.98 each
Craftsman Mower				\$149.99
3 8 ft Tables (new in boxes)				38.66 each
Magnavox TV/VCR combo		#37896613		\$371.95
TV cart				\$49.99
Mop Bucket with Caution Sign				
3 new Wastebaskets				
Metal Detector				
Clock				
4 Slice Toaster				

*Closed Session*

*Attorney / Client Privilege*



*Adjourn*

*July 9, 2012 Meeting*