

Warren County Board of Commissioners

FY 2016-2017 Budget Special Meeting

June 22, 2016 at 7:00 pm
Warren County Armory Civic Center
Warrenton, NC

Prepared by:
Angelena Kearney-Dunlap, Clerk
Warren County Board of Commissioners

**FY 2016-2017
Budget Special Meeting
June 22, 2016 @ 7:00 pm**

Agenda

- Item # 1 Chairman or Designee Call Special Meeting to Order**
- Item # 2 Moment of Silence**
- Item # 3 Clerk read Conflict of Interest Disclaimer**
- Item # 4 Clerk read Notice of Special Meeting**
- Item # 5 Consider Approval of FY 2016-17 KARTS Transportation Agreement for Warren County Senior Center**
- Item # 6 Renewal of Contract for Legal Services with Attorney Wright for Warren County Board of Elections**
- Item # 7 Consider Detention Center Meals Contract - MOU between Warren County & NC DPS**
- Item # 8 Agreement between Warren County and Halifax County for 911 Emergency Communications Back-Up**
- Item # 9 NC DPS Community Programs – JCPC County Funding Plan for FY 2017**
- Item # 10 Consider Approval of Radio System Upgrade Project Agreement**
- Item # 11 Adopt Amendment No. 13 to the FY 2015-2016 Warren County Budget Ordinance to Close-Out FY 2016 Budget Year**
- Item # 12 Adopt FY 2016-2017 Warren County Budget Ordinance**
- Item # 13 Adjourn Special Meeting**

FY 2016-2017
Budget Special Meeting
June 22, 2016 @ 7:00 pm

Item # 1

**Chairman or Designee Call
Special Meeting to Order**

Item # 2

Moment of Silence

Item # 3

**Clerk read 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.**

**FY 2016-2017
Budget Special Meeting
June 22, 2016 @ 7:00 pm**

Item # 4

Clerk Read Notice of Special Meeting



WARREN COUNTY BOARD OF COMMISSIONERS

602 WEST RIDGEWAY STREET
POST OFFICE BOX 619
WARRENTON, NORTH CAROLINA 27589

Barry Richardson, Chairman
Bertadean Baker, Vice Chairman
Jennifer Jordan
Tare Davis
Victor Hunt

Linda T. Worth
County Manager

Angelena Kearney-Dunlap
Clerk to the Board

NOTICE

Warren County Board of Commissioners Budget Special Meeting

Notice is hereby given that the Warren County Board of Commissioners will hold a Special Meeting on Wednesday, June 22, 2016 at 7:00 pm in the Warren County Armory Civic Center Meeting Room, 501 US Hwy 158 Business East, Warrenton, NC.

The purpose of this Special Meeting is to consider:

FY 2016-17 KARTS Transportation Agreement for Warren County Senior Center
Renewal of Contract for Legal Services with Attorney Wright for Warren County Board of Elections
Detention Center Meals Contract - MOU between Warren County & NC Department of Public Safety
Agreement between Warren County and Halifax County for 911 Emergency Communications Center Back-Up
NC DPS Community Programs – JCPC County Funding Plan for FY 2017
Radio System Upgrades Project Agreement
Budget Amendments to the FY 2015-2016 Warren County Budget Ordinance to Close-Out FY 16 Budget Year
FY 2016-2017 Warren County Budget Ordinance

All interested citizens are encouraged to attend this special meeting.

Barry Richardson, Chairman
Warren County Board of Commissioners

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Notice to Media

Information ONLY this is not an ad.

Meeting Date: June 22, 2016

Agenda Item # 5

SUBJECT: Kerr Area Transportation Authority (dba) Kerr Area Rural Transit System (KARTS) Transportation Agreement

SUMMARY: Tabled from June 13, 2016 regular monthly meeting, the Transportation Agreement between KARTS and Warren County for the Senior Center, which sets forth terms and rates for the period July 1, 2016 through June 30, 2017, is presented for Board's approval and authorization for Chairman Richardson to sign same.

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of the Transportation Agreement between Warren County and Kerr Area Transportation Authority dba KARTS, and authorize Chairman Richardson to sign the agreement.

Funding Source: Home and Community Care Block Grant (HCCBG), Elderly and Disabled Transportation Assistance Program (EDTAP) Grant, and FY 17 General Fund Budget (County Attorney has reviewed the Transportation Agreement)

NOTES:

KARTS

POST OFFICE BOX 246
HENDERSON, NORTH CAROLINA 27536

PUBLIC TRANSPORTATION
TELEPHONE: 252/438-2573

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 (on behalf of Warren County Senior Center) hereinafter referred to as "agency"), represents a mutual understanding of the agreement whereby KATA will provide to the 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 weekdays if there is a minimum of three riders on the vehicle. Out of County services to Raleigh will be provided on Tuesday, Wednesday and Thursday if there is a minimum of three riders 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 and/or subcontract all or part of this agreement, provided the requirements of this paragraph are complied with.
3. Agree to keep and maintain good and proper business records of all services and charges provided for under this agreement.
4. Provide service Monday through Friday, between the hours of 5:00 AM and 6:00 PM as routes allow 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 and deadhead service, while considering agency requirements. For these purposes, a trip is considered on-time if the initial pick-up is made within +/- 15 minutes (15 minutes before the scheduled pick-up time or 15 minutes after the scheduled pick-up time). The same +/- 15 minute window also applies to the drop off times.
6. Make records maintained by KATA pertaining to this agreement available to the agency or its representatives for the purpose of inspection or audit

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during normal business hours and upon a 5 business day notice.

7. Submit 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.
8. 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.
9. Services for dialysis patients and employment passengers 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, web portal or email of trip authorizations and service requests to include 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 minute deviation when scheduling trips as described in item 5 above.
2. Provide KATA with adequate notice of cancellation of prescheduled transportation. Adequate notice is defined as two hours before any revenue time spent attempting the trip if it has not been canceled appropriately the trip is marked a "No Show." The agency will be responsible for payment for a client's 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 \$1.31 per shared mile (See Attachment

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B). 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 an hour and \$1.31 per mile. Wait time will be charged at a flat rate of \$20 per hour.

4. Understand the following provisions are in place:
 - a. 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 in writing 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. Group trips or specialized services must be canceled 48 hours prior to the scheduled trip. Any trip canceled with less than 48 hour notice will be charged a \$100 administration fee.
 - d. Due to FTA's drug testing requirements group trips may only travel 100 miles from KATA's office.
 - e. 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 Programs 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. If it is determined that KATA must increase rates due to underutilization the agency will be provided a 10 day notice of the new rate.

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- f. In the event that the average cost of fuel increases more than .05¢ per gallon over \$3.80 per gallon, rates will increase at a rate of .01¢ per shared mile for every .01¢ over that amount.
 - g. KATA reserves the right to negotiate separate contracts and rates with other agencies.
 - h. KATA will be paid for all services rendered regardless of the funding agency receiving reimbursement for said services.
 - i. 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.
 - j. Passengers are expected to be ready for pick-up at least 60 minutes prior to their appointment time. One personal care attendant of passengers requiring additional assistance may ride for no charge, provided that the request is made in advance, and 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, 2016 and shall be effective though June 30, 2017.

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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 with 30 days written notice.
4. The agency agrees, to the extent allowable by law, to release and hold harmless KATA and KARTS, its' employee 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.
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:

**Warren County Senior Center
Alicia Giddiens, Director
435 W. Franklin St.
Warrenton, NC 27589**

**KATA
Executive Director
PO Box 246
Henderson, NC 27536**

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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.
10. E-Verify Compliance. Pursuant to N.C. General Statute §64.26 (2015) and by its execution below, Seller hereby attests that it is in compliance with E-Verify requirements.
11. Iran Divestment Act Certification. Pursuant to N.C. General Statute §143-6A-4 and by its execution below, Seller hereby certifies that as of the date of this Agreement's full execution, Seller is not listed on the Final Divestment List created by the N.C. Treasurer, and that signatory is authorized by the Seller listed above to make the foregoing statement.

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.

Warren County (on behalf of Warren County Senior Center)

By: _____

Date: _____

KERR AREA TRANSPORTATION AUTHORITY

By: _____
Robert Brink, Executive Director
Kerr Area Transportation Authority

Date: _____

KARTS' Passenger Policies

Attachment A

For your safety and comfort and for that of all of our passengers;
passengers are required to observe the following policies when riding KARTS:

1. Request for transportation should be made 48 hours prior to when transportation is needed. When KARTS reaches capacity of 700 trips no further requests will be taken. The sooner a trip is scheduled the better, but no further than 14 days in advance.
2. Please be ready to go at least 60 minutes prior to your scheduled pick-up time. Once the van has arrived the driver can wait no more than 2 minutes for passengers to board.
3. If a vehicle arrives to pick you up and you do not ride for any reason it is considered a **No-Show**. You are responsible for the cost of this **No-Show** before you may ride again.
4. Schedule changes are to be handled through the KARTS' office or through the appropriate agency office at **ALL** times. Passengers are asked not to make arrangements with drivers. **Cancellations may not be relayed by drivers.** Requests for next day service, including changes in destination, must be called into KARTS.
5. **Raleigh, Durham** passengers should not schedule their arrivals earlier than 10:30 A.M. **Chapel Hill** passengers should not schedule earlier than 11:00 A.M. KARTS must return from **Chapel Hill** at 3:30 P.M. and other out of county trips no later than 4:00 P.M. **with or without all passengers.** The vehicle will return when all passengers are ready or at 4:00 P.M.
6. If you are riding as a **will-call** you must call the office when you are ready for pick-up. After you contact the office it may take up to 60 minutes for your ride to arrive.
7. If you have scheduled a time for your return trip and you will not be ready it is your responsibility to notify KARTS that you will not be ready. Failure to do so will result in a **No-Show**. If you are not ready at your scheduled time your trip will be made a **will-call**.
8. KARTS' drivers can assist passengers on and off the van, and to and from the door of their pick-up or drop-off point, as long as the van remains within eyesight. Drivers are not permitted to assist passengers inside homes or other buildings. Drivers can assist those in wheelchairs in navigating **suitable** ramps, however, they are not permitted to push or pull wheelchairs up or down steps.
9. KARTS' drivers are not permitted to stop for restroom breaks or otherwise while in route; only to pick up or discharge passengers. In the event there is a medical reason a passenger needs to stop for breaks, passengers are asked to contact the KARTS' offices.
10. Passengers are expected to be responsible for their own personal hygiene while on board KARTS' vehicles.
11. If you are paying with cash, please have exact fare ready when boarding. For those who are using tickets or FareKards, please have them ready upon boarding. The **full fare** is due on the first leg of the trip.
12. **ALL** passengers must use safety belts while riding in KARTS' vehicles. Children required by NC law must be properly secured in an approved child restraint system. **KARTS does not provide child restraints.** Passengers in wheelchairs or other mobility devices must permit drivers to completely secure the chair using the 4-point tie-down system with lap and shoulder restraints. It is advisable for passengers in wheelchairs or scooters to transfer to a regular seat if at all possible. In any event, the mobility device must be secured. KARTS does not transport wheelchairs by themselves, someone must accompany the chair.

KARTS' Passenger Policies

13. KARTS' drivers are not permitted to transport passengers with bodily fluids on their person (must be in sealed container). In the event of an on-board emission, drivers will take the passenger back to his/her origination or to their destination; whichever is closer.
14. Please limit conversation with drivers to any instructions necessary when boarding/leaving the vehicle. Conversations between passengers should be held in a normal tone so as not to disrupt other passengers or the driver. **The use of profanity is prohibited.**
15. Physical contact with the driver or with other passengers is not permitted. Passengers are asked to refrain from public displays of affection and/or any sexual activities while on board the KARTS' vehicle. Passengers are asked to stay seated until the vehicle has come to a complete stop at one's destination. Passengers are asked not to rest their feet on the seats, and to keep their hands and arms inside the vehicle. Destruction of KARTS' property will result in legal action. Additionally, passengers are asked to keep the aisles clear of obstructions such as bags, etc. **Limit bags to two bags per person.**
16. The use of, possession of, and/or sale of alcohol or illegal drugs is not permitted on any KARTS' vehicles. KARTS' drivers have the authority to deny service to any person thought to be under the influence of drugs or alcohol.
17. The carrying of concealed weapons is not permitted in KARTS' vehicles. KARTS' drivers have the authority to deny service to persons carrying weapons.
18. Smoking, eating, and/or drinking are not permitted on the KARTS' vehicles.
19. The use of music playing devices is permitted with the proper headphones and at an appropriate volume. The driver may ask that you turn down the volume if it becomes a driving distraction.
20. The use of cell phones is permitted as long as conversations are held to a minimum and at a reasonable volume. The driver may ask that you not talk on the phone if it becomes a driving distraction.
21. Drivers have the authority to deny service to anyone they deem at the time to be violent, intoxicated, or hazardous to themselves, other passengers, or the driver. In the event a passenger does become violent the police will be notified immediately.
22. Drivers can only pick up passengers who have suitable driveways.
23. Passengers under the age of 13 must be accompanied by an adult.
24. Abusive or profane language will not be tolerated. Any threats made toward the driver, other passengers or office staff will result in an immediate 30 day service suspension. Multiple violations of this policy may result in permanent suspension.

These policies are in effect in order to protect the employees of KARTS and passengers. All passengers have a right to safe, efficient transportation, and a responsibility to do their part to make sure that this is the case for everyone. Failure to observe these policies could result in temporary or permanent suspension of KARTS' privileges. KARTS will immediately report all illegal actions to the proper authorities. Thank you for using KARTS and if you have any questions please contact the office at 252-438-2573.



KARTS

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Attachment B

KARTS AGENCY RATE 2016-2017

LOCAL TRIPS

\$1.31 per shared mile (Cost distributed evenly among all passengers on each vehicle for each day of service).

OUT-OF-COUNTY

All out of county trips will be billed a flat rate of \$47.

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ATTACHMENT C

SENIOR CENTER WARREN COUNTY

1. The Agency agrees to authorize the KATA to provide certain transportation services for its Senior Center passengers as requested within vehicle/driver limitations.
2. The Agency agrees to determine eligibility and to schedule transportation services with KARTS.
3. KATA agrees to bill the individual for whom service was requested for a "no-show". A "no-show" is defined as that service which was requested either by or for a passenger but the passenger was not present to be transported and the request had not been cancelled. KATA reserves the right to stop service until the individual has paid the "no-show" fee.
4. KATA will bill the Agency based on the current rates as per Attachment B. The Agency understands that the rates are subject to change in accordance with the Fuel Increase Provision as stated in the Transportation Agreement, Section B Paragraph F.
5. Cancellations will be accepted by KATA from the Agency or the passenger.

AGENCY

By: _____

Date: _____

KERR AREA TRANSPORTATION AUTHORITY

By: _____

Rob Brink
Kerr Area Transportation Authority Director

Date: _____

Meeting Date: June 22, 2016

Agenda Item # 6

SUBJECT: Contract for Professional Services – Board of Elections

SUMMARY: Legal Services Contract between Donald M. Wright, Attorney at Law and Warren County for Board of Elections is presented for consideration. Contract period July 1, 2016 to June 30, 2017. Board of Elections has requested \$7,500 in the FY 17 budget for legal services. Authorize Chairman Richardson to sign same.

COUNTY MANAGER'S RECOMMENDATION:

Pending review by the County Attorney, recommend approval of Legal Services Contract between Donald M. Wright, Attorney at Law, and Warren County for Board of Elections at a cost not to exceed \$7,500 for the period 7/1/16 thru 6/30/17. Authorize Chairman Richardson to sign the Contract. Funding Source: General Fund – FY 17 Board of Elections Departmental Budget (County Attorney has reviewed the Contract)

NOTES:

Donald M. Wright
Attorney at Law
4804 Holly Brook Drive
Apex, N.C. 2753
ncelectionattorney@gmail.com
(919) 387-3571 (office)
(919) 618-3601 (mobile)

EFFECTIVE START DATE: July 1, 2016
EFFECTIVE ENDING DATE: June 30, 2017

ATTORNEY-CLIENT AGREEMENT

Donald M. Wright ("Attorney") and the Warren County Board of Elections ("Client") hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **SCOPE OF SERVICES.** Client hires Attorney to provide legal and consulting services pertaining to elections and the operations of the Client in the following manner: Attorney will provide only those legal and election consulting services as may be requested by Client and/or required to properly and adequately represent the Client on those matters the Client has sought the Attorney's services. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. If a court action is filed and the Attorney's services are requested in the action, Attorney will represent Client through trial and post-trial motions. Attorney may advise to have the County Attorney or an attorney acting in that stead as joint counsel in matters of filed litigation so as to better represent the Client and keep the costs of the litigation lower. Regardless, unless there is a conflict of interest, Attorney will make the County Attorney or designated counsel aware of matters that both the Client and Attorney feel are appropriate. This Agreement does not cover representation on appeal or in execution proceedings after judgment. Separate arrangements must be agreed to for those services. Services in any matter not described above will require a separate written agreement. Unless informed otherwise by the Client, Attorney will treat inquiries by the County Attorney or a designated attorney as coming from the Client and will respond as needed and charge as set out herein. Attorney further agrees not to represent any other client that holds a possible adverse interest against the Warren County Board of Elections or Warren County.
3. **CLIENT'S DUTIES.** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of Client's address, telephone numbers, and whereabouts. Client will assist Attorney promptly in providing

necessary information and documents and will appear when necessary at legal proceedings, both at trial and in discovery.

4. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour at Attorney's prevailing rates for all time spent on Client's matters by Attorney at the rate of \$150.00/hour as to all matters that are not in active litigation. After litigation is recommended by the Attorney and approved by the Client in a matter, payment to the Attorney will be at the rate of \$250.00/hour only as to that matter. Consulting and expert witnesses services will be at the rate of \$150.00/hour. Any decrease or increase in this rate must be mutually agreed upon. If either party proposes a change in the fee rate that is not agreed to by the other party, either party may choose to declare this agreement void and the Attorney will be paid for services rendered up to that time. The time charged shall include the time Attorney spends on telephone calls and other means of communication relating to Client's matter, including calls with Client, witnesses, opposing counsel, or court personnel. Attorney will charge the legal fee per hour above for waiting time in court and elsewhere and for travel time, both local and out of town.

The attorney pledges to the Client that he will utilize technology such as Skype/Face Time, conference calls, and other similar services that will keep costs lower. All time will be charged in minimum units of one-tenth (.1) of an hour.

5. COSTS AND OTHER CHARGES

(a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include, service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness professional, mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, all costs and expenses will be charged at Attorney's actual cost. Travel, meal and rooming costs shall not be excessive, and shall reflect the current expense rate the Client allows for its county executives. Client will always be provided a full listing of such costs.
In-office hard copy paper photocopying: .25/page. Attorney will avoid making unnecessary hard copies and will strive to provide Client with electronic copies at no charge.
Mileage: Allowable under the Client's current fiscal year mileage rate of which the Client shall advise Attorney.

(b) **Experts, Consultants, and Investigators.** To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, or investigators. If approved by the Client, Client agrees to pay such associated fees and charges. If Attorney recommends and selects expert witness, consultants, or investigators, Client will be informed of persons chosen and their charges and will approve of their retention. If the Client fails to approve their retention as recommended by counsel, the counsel shall have the option of withdrawing from representing the Client from the case in which the additional personnel were recommended for retention. Additionally, Client understands that in court action or arbitration, Client may be required to pay fees and/or costs to other parties or the court in the action. Any such payment will entirely be the responsibility of Client.

6. **BILLING STATEMENTS.** As a condition precedent to receiving payment or at Client's request, Attorney will send Client statements for fees and costs. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

7. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorney at any time, with or without cause. Attorney may withdraw without Client's consent or for good cause or with advance notice of the Client of at least 15 days. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file and property in Attorney's possession, whether or not Client has paid for all services.

8. **DISCLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of matter of litigation. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of litigation matters are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given. General information to the Client by Attorney will be given in good faith by Attorney and will represent his best efforts.

9. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

10. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect regardless if the Agreement is unenforceable in whole or part. The Client will be obligated to pay all incurred expenses for the time and costs of the Attorney if this Agreement becomes of no effect.

11. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

12. **RESPECTING THE BUDGET NEEDS OF THE COUNTY.** Attorney understands and acknowledges the need to respect the budget of the county. In that context, it is understood that the Warren County Board of Elections shall keep the county updated as to any incurred expenses under this contract and specifically report to the county when such expenditures reach certain levels that the county may set. Attorney again pledges to use all means to keep legal fees and costs to the minimum needed. All parties acknowledge the right of the Client to terminate the contract solely for economic reasons as per Paragraph 7 of this agreement.

13. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing and ending with the dates set out at the top of the first page of this Agreement.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: _____
_____ For the Warren County Board of Elections

Address: _____

Telephone: _____

(If Needed) County Government Approval _____

Name BARRY Richardson

CHAIRMAN, Board of Commissioners
WARREN County
Position Held

DATED: _____

252-257-3115

Telephone

Attorney Donald M. Wright

Date

Meeting Date: June 22, 2016

Agenda Item # 7

SUBJECT: MOU for Detention Center Meals

SUMMARY: Annual renewal of Detention Center Meals Contract by Memorandum of Understanding (MOU) with NC Department of Public Safety (DPS) is presented for Board's consideration. Term: July 1, 2016 - June 30, 2017 at \$2.00 per meal plus tax for regular meals and \$2.60 per meal plus tax for therapeutic diets. DPS reserves the right to increase the cost of meals upon notification.

Authorize County Manager Worth and Sheriff Williams to sign same.

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of the Detention Center Meals Contract by MOU with NC DPS. Term of contract: July 1, 2016 thru June 30, 2017 at a cost of \$2.00 per meal plus tax for regular meals and \$2.60 per meal plus tax for therapeutic diets, and authorize County Manager Worth and Sheriff Williams to sign the Agreement. Funding Source: General Fund - FY 2017 Detention Center Departmental Budget (County Attorney has reviewed the MOU)

NOTES:

MOU
Detention Center
Meals Contract

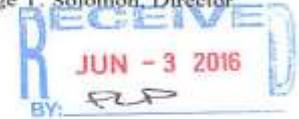
1 of 4



North Carolina Department of Public Safety
Prisons

Pat McCrory, Governor
Frank L. Perry, Secretary

W. David Guice, Commissioner
George T. Solomon, Director



TO: Linda T. Worth, County Manager
Warren County, North Carolina
Kevin A. Barnes

FROM: Kevin Barnes, Correctional Facility Administrator
Warren Correctional Institution

RE: Memorandum of Understanding

DATE: May 31, 2016

Please find enclosed two (2) copies of the Memorandum of Understanding between the Warren County Detention Center and the North Carolina Department of Public Safety for the provision of meals for the Warren County Detention Center. This is the 2016 agreement.

Please have Sheriff Williams and yourself sign both copies of the agreement. Retain one copy for your records, and return the other copy to our office.

Please do not hesitate to contact my office should you have any questions or concerns.

/sc

Attachments

cc: File

MAILING ADDRESS:
Warren Correctional Institution
P. O. Box 728
Norlina, NC 27563
www.ncdps.gov



An Equal Opportunity Employer

OFFICE LOCATION:
Warren Correctional Institution
379 Collins Road
Manson, NC 27553
Telephone: (252) 456-3400
Fax: (252) 456-4300

MOU
Detention Center
Meals Contract

2 of 4

**NORTH CAROLINA
WARREN COUNTY**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this the 31st day of May 2016 by and between the **WARREN COUNTY DETENTION CENTER** (hereinafter, "WCDC"), a duly authorized Department of the State of North Carolina, and the **NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, ADULT CORRECTIONS**, a duly authorized Department of the State of North Carolina.

The parties have agreed, and wish to confirm the same in this Memorandum of Understanding, with respect to the provision of meals by the North Carolina Department of Public Safety through its local facility, Warren Correctional Institution (hereinafter referred to collectively as "DPS"), to the Warren County Detention Center. The terms of this Memorandum of Understanding are as follows:

1. DPS will provide all meals for WCDC in accordance with the following requirements:
 - (a) DPS will prepare all normal planned meals, including beverages, for WCDC, three times per day, in accordance with the standard DPS menu for meal preparation.
 - (b) WCDC will call DPS in advance, as mutually agreeable, and will notify DPS as to the number of meals required for breakfast, lunch and dinner each day.
 - (c) WCDC in advance will provide insulated food pan carriers for meals and beverages (as required) at its own expense.
 - (d) WCDC will provide transportation system and equipment for delivery of meals at its own expense.
 - (e) WCDC will be responsible for all eating utensils and other necessary supplies for meals, at its own expense.
 - (f) DPS and WCDC will mutually agree on times for pickup and delivery of meals so as not to conflict with DPS's normal meal preparation operations and applicable food service regulations.
 - i. Breakfast: 3:00 a.m.
 - ii. Lunch: 8:00 a.m.
 - iii. Dinner: 12:00 p.m.

MOU
Detention Center
Meals Contract

3 of 4

- (g) DPS and WCDC understand that in providing these meals, DPS may be subject to quarterly inspections by the Warren County Health Department. If such health department inspections are necessary, then WCDC agrees to provide reimbursement for any fee associated with this inspection.
2. DPS will keep records of meals prepared and/or delivered per meal, per day for proper auditing and invoicing utilizing the DC-873 REPORT ON MEALS DELIVERED report. Staff picking up meals will sign the DC-873 acknowledging that meals were picked up/delivered.
3. DPS will report to the Controller's Office by the 5th of the following month the total number of meals served. All billing to WCDC will be done from the DPS Controller's Office located in Raleigh.
- (a) DPS invoices shall be mailed to the following address:
Warren County Detention Center
ATTN: Shawn Bridges, Detention Center Administrator
P.O. Box 449
Warrenton, NC 2758
- (b) Payment of \$ 2.00 per meal (plus tax) for the regular meal and \$2.60 (plus tax) for all therapeutic diets shall be made each month by WCDC and quarterly for the health inspection to the following address:

N.C. Department of Public Safety
Attn: Marlo Faulk – Accounting
4220 Mail Service Center
Raleigh, NC 27699-4220
- (c) DPS reserves the right to increase the cost of meals upon notification.
4. Both parties agree to comply with all federal, state, and local laws, ordinances, rules and regulations with regard to food service for inmates in a correctional facility.
5. The Memorandum of Understanding may be terminated at any time by either party, with or without cause, upon 30 days written notice to the other party. Notices shall be forwarded to the applicable address as listed under paragraph 3 above.
6. Unless otherwise terminated pursuant to the terms outlined herein, this Memorandum of Understanding shall be in effect **from July 1, 2016 through June 30, 2017.**

MOU
Detention Center
Meals Contract

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding under the above stated date.

NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

By: *Kevin A. Barnes* Date: 5/31/14

Kevin Barnes, Correctional Facility Administrator

Mailing Address: P. O. Box 728, Norlina, NC 27563
Physical Address: 379 Collins Road, Manson, NC 27553
Telephone: (252) 456-3400, ext. 5301
Fax: (252) 456-4300

WARREN COUNTY DETENTION CENTER

By: _____ Date: _____

Johnny Williams, Sheriff

Address: P.O. Box 449, Warrenton, NC 27589
Telephone: (252) 257-3364
Fax: (252) 257-7013

By: _____ Date: _____

Linda T. Worth, County Manager

Address: 105 S. Front Street, Warrenton, NC 27589
Telephone: (252) 257-3115
Fax: (252) 257-5971

This instrument has been preaudited in the Manner required by the Local Government Budget and Fiscal Control Act.

Stevie M. Edmonds
Finance Director 6/11/14

Meeting Date: June 22, 2016

Agenda Item # 8

SUBJECT: Agreement between Halifax & Warren County for 911 Back-Up

SUMMARY: Agreement to establish formal arrangement whereby Warren utilizes Halifax as its Back-Up 911 Center located at 10 N. King St, Halifax NC during times as Warren may experience failure to its primary 911 emergency call and dispatch center; Halifax County will utilize Warren as its Back-Up 911 Center in similar situations. Agreement is presented for Board's consideration.

Authorize Chairman Richardson to sign same.

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of the Agreement between Halifax County & Warren County to establish a formal arrangement to serve as Back-Up 911 Center in the event either 911 Center experiences failure of its primary 911 Emergency Call and Dispatch Center. Authorize Chairman Richardson to sign the agreement. (County Attorney has reviewed the Agreement)

NOTES:

**Halifax/Warren
E-911 Back-Up
Agreement**

1 of 4

NORTH CAROLINA

WARREN AND HALIFAX COUNTIES

This AGREEMENT made and entered into by and between Warren County, North Carolina (“Warren”) and Halifax County, North Carolina (“Halifax”), collectively referred to herein as the “Parties”;

WITNESSETH:

WHEREAS, Warren and Halifax are both bodies politic and corporate under Article 2, Chapter 153A of the North Carolina General Statutes; and

WHEREAS, both Warren and Halifax operate 911 emergency communications systems; and

WHEREAS, during times of natural disaster and other unpredictable events, a county’s 911 communications system may be temporarily disabled; and

WHEREAS, Warren and Halifax each desire to serve as a Backup 911 Center to the other; and

WHEREAS, Warren recognizes the economy and benefits of utilizing Halifax’s 911 emergency communications system; and

WHEREAS, Halifax recognizes the economy and benefits of utilizing Warren’s 911 emergency communications system; and

WHEREAS, the parties desire to set forth in this AGREEMENT the terms by which Warren and Halifax may utilize the other’s 911 emergency communications centers for the benefit of the people in Warren and Halifax Counties.

Now, therefore, in consideration of the terms, conditions, and covenants expressed herein, the parties agree as follows:

1. Purpose of Agreement

1.1 The purpose of this AGREEMENT is to establish a formal arrangement whereby Warren utilizes Halifax as its Backup 911 Center located at 10 North King Street, Halifax, North Carolina, during such times as Warren may experience failure to its primary 911 emergency call and dispatch center, and Halifax utilizes Warren as its Backup 911 Center located at 132 Rafter Lane, Warrenton, North Carolina, during such times as Halifax may experience failure to its primary 911 emergency call and dispatch center subject to the terms of this AGREEMENT.

**Halifax/Warren
E-911 Back-Up
Agreement**

2 of 4

2. Term

- 2.1** This AGREEMENT shall commence upon last date of execution indicated below and will continue in effect until one of the Parties delivers a notice of intent to terminate effective at least twelve (12) months prior to the end of the subsequent fiscal year.
- 2.2** Either party may terminate this agreement upon a breach by the other party. However, if either party desires to terminate this AGREEMENT based upon a breach, it shall first deliver a notice of breach to the other party by registered or certified mail, expressing its intent to terminate. Upon receipt of such notice, the other party shall have sixty (60) days to remedy the condition(s) constituting the breach. If remedied within the time prescribed, the notice of termination shall be withdrawn. If not remedied within the time prescribed, the termination shall become immediately effective without further notice.

3. Responsibilities of Warren

- 3.1** Warren agrees to program the Warren 911 telephone system with a Halifax profile, trunked phone lines and appropriate number of digit telephone lines for Halifax's use in answering emergency telephone calls during a Halifax failure at Warren's expense.
- 3.2** Warren agrees to program the Warren radios and radio consoles with necessary frequencies for Halifax's use during a Halifax failure at Warren's expense.
- 3.3** Warren agrees to provide space in their recording system to capture all telephone and radio traffic associated with Halifax during a Halifax failure at Warren's expense.
- 3.4** Warren agrees to maintain its 911 emergency communications system operational, functional and as technologically up to date as is reasonable.
- 3.5** Warren shall give the Halifax 911 Director as much advance notice as practicable under the then existing circumstances of its need and intent to transfer, receive and dispatch emergency calls of service through the Halifax 911 emergency communications system.
- 3.6** Warren agrees to process all Halifax medical calls utilizing Priority Dispatch protocols and all fire and law enforcement calls based on procedures provided by Halifax.
- 3.7** Warren shall work with Halifax to help train Halifax telecommunicators in dispatch methods for Warren.
- 3.8** To the extent allowed by law, Warren will hold Halifax harmless and indemnify Halifax from any and all claims and expenses related thereto which may arise out of or relate to Warren's use of Halifax as a Backup 911 center.

**Halifax/Warren
E-911 Back-Up
Agreement**

3 of 4

4. Responsibilities of Halifax

- 4.1 Halifax agrees to program the Halifax 911 telephone system with a Warren profile, trunked phone lines and appropriate number of digit telephone lines for Warren's use in answering emergency telephone calls during a Warren failure at Halifax's expense.
- 4.2 Halifax agrees to program the Halifax radios and radio consoles with necessary frequencies for Warren's use during a Warren failure at Halifax's expense.
- 4.3 Halifax agrees to provide space in their recording system to capture all telephone and radio traffic associated with Warren during a Warren failure at Halifax's expense.
- 4.4 Halifax agrees to maintain its 911 emergency communications system operational, functional and as technologically up to date as is reasonable.
- 4.5 Halifax shall give the Warren 911 Director as much advance notice as practicable under the then existing circumstances of its need and intent to transfer, receive and dispatch emergency calls of service through the Warren 911 emergency communications system.
- 4.6 Halifax agrees to process all Warren medical calls utilizing Priority Dispatch protocols and all fire and law enforcement calls based on procedures provided by Warren.
- 4.7 Halifax shall work with Warren to help train Warren telecommunicators in dispatch methods for Halifax.
- 4.8 To the extent allowed by law, Halifax will hold Warren harmless and indemnify Warren from any and all claims and expenses related thereto which may arise out of or relate to Halifax's use of Warren as a Backup 911 center.

5. Amendment

This AGREEMENT may not be modified or amended except by subsequent written modification approved and authorized by the governing boards of each party and signed by the authorized representatives of each party.

6. Entire Agreement

This AGREEMENT contains the entire agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this written AGREEMENT shall be valid or binding.

7. Remedies

This AGREEMENT shall be enforceable by each party by all remedies available at law or in equity. Failure or delay to exercise any right, remedy, or privilege hereunder shall not operate as a waiver of such right, remedy, or privilege, nor prevent subsequent enforcement.

**Halifax/Warren
E-911 Back-Up
Agreement**

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8. Duplicate Originals

This agreement shall be executed by the parties in duplicate originals, each of which when executed shall constitute the same AGREEMENT.

IN WITNESS WHEREOF, this AGREEMENT is adopted as of the last date of execution indicated below.

WARREN COUNTY

By: _____
Chairman, Board of County Commissioners

Date: _____

ATTEST:

Clerk to the Board

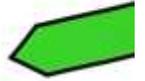
HALIFAX COUNTY

By: _____
Chairman, Board of County Commissioners

Date: _____

ATTEST:

Clerk to the Board



Meeting Date: June 22, 2016

Agenda Item # 9

SUBJECT: FY 2017 Juvenile Crime Prevention Council (JCPC) Funding Plan

SUMMARY: Annual JCPC submission is presented for Board's consideration. NC DPS funds in the amount of \$81,719 with a local county match of \$63,444 will be allocated to support youth programs in the FY 2017 budget year per the attached funding grid.

Authorize Chairman Richardson to sign same.

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of FY 2017 JCPC Community Programs – County Funding Plan to support youth programs at a total of \$145,163, including \$81,719 in DPS-JCPC Funding and \$63,444 in local matching funds. Authorize Chairman Richardson to sign same.

NOTES:

Warren County NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 81,719 Local Match: \$ 63,444 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non-DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	JCPC Administrative	\$6,000					\$6,000		
2	Warren County Youth Services Bureau (Community Service and Teen Court)	\$36,000	\$59,472				\$95,472	62%	
3	Boys and Girls Club	\$20,010	\$2,001				\$22,011	9%	
4	Stable Connections - Hawkins EAL	\$19,709	\$1,971				\$21,680	9%	
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$81,719	\$63,444				\$145,163	44%	

The above plan was derived through a planning process by the Warren County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2016-2017

Amount of Unallocated Funds _____
 Amount of funds reverted back to DPS _____
 Discretionary Funds added _____

check type initial plan update final

-----DPS Use Only-----

Reviewed by _____	Area Consultant	_____	Date
Reviewed by _____	Program Assistant	_____	Date
Verified by _____	Designated State Office Staff	_____	Date

William A. Kearney ^{6/17/16}
 Chairperson, Juvenile Crime Prevention Council (Date)

 Chairperson, Board of County Commissioners (Date)
 or County Finance Officer

Meeting Date: June 22, 2016

Agenda Item # 10

SUBJECT: Radio System Upgrades Project Agreement

SUMMARY: Agreement between Warren County and Wireless Communications, Inc. for the purpose of implementing the Phase II VHF Radio System Upgrades Project to address radio coverage gaps remaining from the VHF Phase I program at a cost of \$629,402.38, is presented for Board's consideration.

Authorize County Manager Worth to sign same.

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of Radio System Upgrades Project Agreement between Warren County and Wireless Communications, Inc. at a cost of \$629,402.38. Authorize County Manager to sign same.

Funding Source: Loan Proceeds and Capital Project Funds (County Attorney has reviewed the Agreement)

NOTES:

Radio System
Upgrades Project
Agreement

I of 10

STATE OF NORTH CAROLINA

COUNTY OF WARREN

RADIO SYSTEM UPGRADES PROJECT AGREEMENT

This Radio System Upgrades Project Agreement (hereinafter, "Agreement") is entered into by and between **Warren County** (hereinafter, "County") and **Wireless Communications, Inc.** (hereinafter, "Vendor"), this the ____ day of June, 2016, for the purpose of implementing the Phase II VHF Radio System Upgrade to address radio coverage gaps remaining from the VHF Phase I program.

WITNESSETH:

THAT WHEREAS, the County desires to engage the services of a specially qualified professional company (so qualified both by expertise and experience) in the area of designing and implementing public safety radio system connectivity solutions, and;

WHEREAS, based on its need for such implementation, the County set out its Request for Proposals (hereinafter, "RFP") released February 10, 2016, to implement Phase II of the Warren County VHF Radio System coverage upgrades program (hereinafter "the Project"), and;

WHEREAS, Vendor submitted a proposal and accompanying bid on March 31, 2016, in response to the County's RFP, which were accepted and approved by the County's Board of Commissioners, and;

WHEREAS, the County has specifically chosen Vendor on the basis of Vendor's professional knowledge and expertise in the field of designing, maintaining, and servicing public safety radio communications systems and, based on representations made by Vendor in its proposal and bid to the County, and;

WHEREAS, pursuant to the County's acceptance of Vendor's proposal and bid, the parties now must enter into a formal written contractual Agreement for the purposes of: 1) solidifying the award granted Vendor to make/supply to the County the required Radio System upgrades and improvements; and 2) evidencing the terms of said award: a) including the sum certain aggregate cost of the work to be done—which sum includes all consulting and design services including but not limited to: labor, materials, equipment, apparatus, and supplies to be furnished at the prices and rates respectively listed therefore in Vendor's proposal and attached hereto, and; b) specifying the required commencement and completion dates for Vendor's proper performance within the parties' contract Agreement.

NOW THEREFORE, IN CONSIDERATION OF the County's original RFP as well as Vendor's Proposal and Bid which the County accepted—all documents of which are hereby fully incorporated by reference herein, and of the parties' representations above, and of the mutual covenants, conditions, and obligations set forth hereinafter, the parties agree and Vendor specifically acknowledges, covenants, and agrees that:

1. This Agreement is only complete together with the following documents (and hereinafter together referred to as "Contract Agreement" or "Contract Documents" interchangeably):
 - A. Request for Proposals (advertisement for bids)
 - B. Contractor's Accepted Proposal and Bid

**Radio System
Upgrades Project
Agreement**

2 of 10

2. Vendor's Agreed-Upon Deliverables:

Vendor agrees to deliver the necessary equipment and services to implement the Project, Vendor acknowledges and agrees the work will consist of adding two (2) new repeater sites and upgrading the entire network to Simulcast. Vendor acknowledges that the Simulcast system will consist of four (4) sites using NC State Highway Patrol (NCSHP) towers at Manson, Hosley Forest and Warrenton, and the County's site at Elam. Thus, Vendor specifically agrees to provide the following:

A. Prime Simulcast Site at the Warrenton

To fulfill its obligations to deliver Prime Simulcast site operation, co-located with the existing Warrenton repeater site, Vendor agrees to supply the following;

1. Upgrade the existing two (2) Motorola GTR8000 repeaters at the Warrenton site to support Simulcast operation
2. All equipment required to enable Prime Site Simulcast operation

B. Remote Simulcast Repeater Site at the Hosley Forest

To fulfill its obligations to deliver a Remote Simulcast Repeater site at Hosley Forest, Vendor agrees to supply the following;

1. Two (2) Motorola GTR8000 repeaters equipped for Remote VHF Simulcast operation
2. Two (2) VHF antennas and two (2) duplexors
3. Coaxial feed-line cabling and R56 grounding
4. All ancillary equipment required to enable VHF Simulcast operation

C. Remote Simulcast Repeater Site at the Manson

To fulfill its obligations to deliver a Remote Simulcast Repeater site at Manson, Vendor agrees to supply the following;

1. Two (2) Motorola GTR8000 repeaters equipped for Remote VHF Simulcast operation
2. Two (2) VHF antennas and two (2) duplexors
3. Coaxial feed-line cabling and R56 grounding
4. All ancillary equipment required to enable VHF Simulcast operation

D. Remote Simulcast Repeater System at Elam Site

To fulfill its obligations to deliver a Remote Simulcast Repeater site at Elam, Vendor agrees to supply the following;

1. Two (2) Motorola GTR8000 repeaters equipped for Remote VHF Simulcast operation
2. All ancillary equipment required to enable VHF Simulcast operation

**Radio System
Upgrades Project
Agreement**

3 of 10

E. Microwave connectivity with the Elam site

Vendor agrees to supply an Alcatel 9500MPR Licensed Ethernet Microwave Radio system to provide connectivity between the Warrenton Prime Simulcast site and the Elam site that complies with the line of sight requirements for simulcast operation.

F. FCC Microwave license

Vendor agrees to obtain an FCC license for a Microwave system that will provide connectivity between the Elam and the Warrenton Prime Simulcast site and the cost of this process shall be the responsibility of the Vendor.

G. Spares

Vendor agrees to deliver one spare plug-in unit for each model of plug-in used in the equipment supplied with this Agreement.

H. Inter-modulation study at Hosley Forest site

The vendor shall perform an inter-modulation study at the Hosley Forest site. Vendor shall be responsible for the cost of the study and shall supply the results to the County prior to Contract signature.

I. Upgrade to the Elam Site Environmental conditions

Vendor agrees to upgrade the environmental conditions at the Elam site. In fulfilling its obligations, Vendor agrees to deliver the following;

1. 1 ½ Ton SEER 20 Heat Pump with humidity controls.
2. Upgrade inner walls of the shelter to improve insulation factor.

J. Uninterruptible Power Supply (UPS) at the Elam site

Vendor agrees to supply a UPS system at the Elam site to power all control equipment.

K. Coverage Validation

To verify coverage as predicted in Vendor's proposal dated March 31, 2016, Vendor agrees to perform a drive study based on the current version of the TIA/TSB-88 industry standard. A representative from the County may elect to participate in the drive study. The following outdoor coverage maps will be verified by the Vendor:

1. Talk-out to Mobiles;
2. Talk-out to Portables Indoors;
3. Talk-out to Pagers indoors;
4. Talk-in from Portables Indoors;
5. Talk-in from Portables Outdoors;
6. Talk-in from Mobiles.

L. Final Acceptance testing

Vendor agrees that after the system has been installed and coverage maps validated, County shall have a time period of 30 days of functional service that will signify Final Acceptance. Service outages will delay acceptance, and the 30-day trial period will restart the day after repairs are completed.

**Radio System
Upgrades Project
Agreement**

4 of 10

M. Training

Vendor will provide County with training for the 911 Center staff to properly explain the new features provided by Simulcast.

N. Documentation

Vendor will provide to County the Maintenance Manuals and Engineer's drawings of the equipment configuration for the system designed for County. In addition, at least one (1) copy of the Inter-modulation study for the Hosley Forest site shall be provided. Vendor will supply one (1) electronic copy of all documents in a CD searchable format or USB.

O. Warranty

Vendor agrees that the warranty for all equipment supplied under this Agreement will be one (1) year, and that the warranty will cover all parts and labor at no cost to the County. Also, Vendor agrees that the warranty period will commence upon completion of the 30-day acceptance period. During the warranty period, technical support service will be supplied and available 24 hours/day, 7 days/week, 365 days/year with a maximum 4-hour or less response time for service impacting outages.

P. Post Warranty Technical Support

Vendor agrees to supply post warranty technical support for the equipment supplied in this Agreement. Vendor's standard rates for post warranty service are:

Normal Business Hours:	\$120 per hour
After Hours:	\$180 per hour
Weekends and Holidays:	\$240 per hour

Response times for service impacting outages are as follows:

Normal business hours:	Four (4) hours
After Hours:	Four (4) hours
Weekends and Holidays:	Four (4) hours

Vendor contact information for technical support is:

Normal Business Hours (8-5, M-F):	919-693 4454
After Hours, Weekends and Holidays:	877-786 0891

Q. Insurance

Vendor shall procure, maintain, and provide proof of insurance coverage for liability, injuries to persons and property damage as may arise from or in conjunction with the work performed on behalf of the County by the Vendor, his/her agents, employees or subcontractors. Proof of coverage, as contained herein shall be submitted 10 days prior to the commencement of work, and such coverage shall be maintained by the Vendor for the duration of the Agreement period for occurrence policies. Claims made shall be covered for three (3) years after Agreement completion date.

Proofs of coverage at industry-standard limits for the following insurance policies are required to be submitted to the County:

**Radio System
Upgrades Project
Agreement**

5 of 10

1. Commercial Liability covering a minimum of \$1,000,000.00 per occurrence.
2. Workers' Compensation covering a minimum of \$1,000,000.00 per occurrence.
3. Automobile liability insurance with a minimum combined single limit of \$1,000,000.00 bodily injury and property damage.

R. Change Orders

The County shall be the only party with the authority to request Change Orders.

S. Equipment Standards and Performance

All infrastructure equipment and components supplied for this project must conform to applicable FCC, OSHA, NEC, and similar regulations and standards for emissions, power, safety, and other relevant technical aspects. All equipment shall be new, of current manufacture, original and unmodified, and be generally recognized as public safety grade.

T. Project Plan

Within 10 (ten) days following full execution of this Agreement, Vendor shall deliver a Project Plan that includes a schedule of key events that includes:

1. Kickoff Meeting with County and County's Consultant – TSS Partners, LLC;
2. Equipment delivery dates;
3. Installation and Testing start and completion dates ;
4. Coverage validation start and completion dates;
5. 30 day Final Acceptance period.

Vendor agrees to supply bi-weekly status reports by e-mail to County and County's Consultant. The reports will report on task completion and any deviations from the plan.

3. County's Agreed-Upon Deliverables:

County agrees to provide the following to enable Vendor to meet its contractual obligations to the County outlined herein. The County shall:

- A. Provide access to Vendor's personnel and/or Vendor's subcontractors to each site where equipment will be installed, either by key, code access, or escort.
- B. Provide adequate space in the equipment shelter room at each site to install and mount the proposed equipment. Space shall include both floor space and vertical clearance to allow for adequate ventilation. The North Carolina State Highway Patrol (NCSHP) has allocated one (1) 19 inch rack space at the Hosley Forest site, one (1) 19 inch rack space at the Manson site and four (4) 19 inch rack spaces at the Warrenton site. The County has allocated two (2) 19 inch rack spaces at the Elam site. Equipment supplied to the 911 Center can be mounted in the existing rack provided for the Phase I program.
- C. Ensure all installation sites are well lit and employ environmental conditioning to maintain the temperature of the proposed equipment within each component's specifications.

**Radio System
Upgrades Project
Agreement**

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- D. Provide all antenna mounting structures, and provide or obtain the necessary documented access/permission for Vendor and/or Vendor's subcontractors to climb and to mount hardware to County owned mounting structures, and in addition, NCSHP owned antenna mounting structures at Hosley Forest and Manson.
- E. Provide all primary electrical power, including generator power, and appropriately sized circuits and electrical outlets at each site to support the site equipment.
- F. Obtain FCC approval to operate a four (4) site VHF Simulcast system. The County was granted FCC approval for said license on October 23, 2015.
- G. Obtain the necessary documented access/permission from the NCSHP for the use of suitable microwave links between the Warrenton tower site and the Hosley Forest and Manson tower sites.
- H. Provide a suitable ground point within six cable feet (6 ft.) of each rack or free-standing component. Ground points should comply with Motorola's fixed network equipment site standards as described in the document "Standards and Guidelines for Communications Sites," document R56, dated 9/1/05.

4. Compensation

As to compensation, the County agrees that in exchange for Vendor's successful completion of the stated deliverables to implement the Phase II VHF radio system upgrades to address radio coverage gaps remaining from the Phase I program, County shall pay to Vendor the sum of \$629,402.38 (Six hundred twenty nine thousand, four hundred two dollars and .38/100).

5. Payment Schedule

The parties agree that Vendor's billing shall be invoiced as follows:

- 15% upon completion of the Project Kick-Off meeting with County and County's Consultant;
- 50% upon delivery of equipment;
- 15 % upon completion of Installation and Coverage Map Validation;
- 20% upon completion of 30 day Final Acceptance which consists of 30 (thirty) days of functional service.

All payments shall be due and payable by County 30 days from the County's receipt of invoice.

The parties further acknowledge and agree that:

Vendor shall submit invoices for each progress payment outlined in the Payment Schedule above. Invoices shall include a detailed breakdown of all charges. Invoices shall be based upon completion of the tasks or deliverables and shall include progress reports.

All invoices shall be forwarded to the following address:

Warren County Manager's Office
Attn: Ms. Linda T. Worth, County Manager
P.O. Box 619
Warrenton, NC 27589

Vendor is in default of this Agreement as outlined in Paragraph 9 above at the time this Agreement is terminated, the termination terms of that Paragraph shall apply.

10. Waiver

No consent or waiver, express or implied, by any employee or agent of the County to or for any breach or default by Vendor in the performance of its obligations under this Agreement shall be binding upon the County under this Agreement. Further, failure on the part of the County to complain of any act or to declare Vendor in default, regardless of how long such failure continues, shall not constitute a waiver by the County of its rights hereunder.

11. Notice of Termination or Dispute

Any notice of termination for convenience of this Agreement shall be served upon the parties by regular U.S.P.S. mail or by electronic mail at the addresses listed below. Any notice of dispute or termination for cause shall be served by certified mail, return receipt requested upon the opposing party at the address listed below:

Frank Vanderbilt
Vice President
Wireless Communications,
103 Belle Street
Oxford, NC 27565
919-693-4454
fschmit@wirelessnc.com

Linda T. Worth
Warren County Manager
P.O. Box 619
Warrenton, NC 27589
252-257-3115
LindaWorth@warrencountync.gov

12. Modification, Extension, and/or Termination

Superseding all prior discussions and/or agreements, written or oral between the parties, this Agreement, along with all documents recited in Paragraph 1 above, represents the entire agreement between the parties hereto. It may be modified or extended only in a writing executed by both parties with the same formality as this original Agreement.

13. Non-Transferable

The Agreement is nontransferable with neither party having the right to transfer either its obligations or benefits hereunder to a third party without the express and written agreement of the other party hereto.

14. Severability

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.

15. Equal Opportunity Requirements

Pursuant to Executive Order 11246, which prohibits employment discrimination and requires employers holding non-exempt federal contracts and subcontracts and federally-assisted construction contracts and subcontracts in excess of \$10,000 to take affirmative action to ensure equal employment opportunity without regard to race, color, religion, sex or national origin, Contractor agrees that it shall not discriminate against any employee or applicant, including contractors and/or subcontractors, on the basis of race, color, religion, sex or national origin. Further, Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such protections shall include the recruitment or recruitment advertising, layoff and/or termination; rates of pay and other forms of compensation and selection for training, including apprenticeship. Contractor will, in all solicitations or advertisements placed for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

16. E-Verify Compliance

Pursuant to N.C. General Statute 64.26 (2015) and by its execution below, Contractor hereby attests that it is in compliance with E-Verify requirements.

17. Iran Divestment Act Certification

Pursuant to N.C. General Statute 143-6A-4 and by its execution below, Contractor hereby certifies that as of the date of this Agreement's full execution, Contractor is not listed on the Final Divestment List created by the N.C. Treasurer, and that signatory is authorized by the Contractor listed above to make the foregoing statement.

18. Governing Law And Venue

The parties agree that this Agreement is made in Warren County, North Carolina, and the rights and obligations of the parties shall be interpreted, construed, and enforced in accordance with the laws of the State of North Carolina, and; only the State Courts of North Carolina, County of Warren, shall have personal and subject matter jurisdiction over the parties and over any and all issues arising out of this Agreement and/or in the course of the parties' relationship concerning this Agreement.

By execution below, each party specifically represents and acknowledges that it has authorized its agent to enter into this Agreement and bind the respective party thereby. Each Party further hereto acknowledges and agrees that it has read, understood, and voluntarily entered into this Agreement. Further, each Party signatory hereto acknowledges and agrees that he/she has had a reasonable opportunity to review this entire Agreement with her/his respective attorney and; thus, understands the ongoing obligations created by this Agreement.

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

Warren County, NC

BY: Linda T. Worth, Warren County Manager Date
Witness: _____

Wireless Communications, Inc.

By: Frank Vanderbilt, Vice President Date
Witness: _____

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

Gloria Edmonds, Warren County Finance Officer

Meeting Date: June 22, 2016

Agenda Item # 11

SUBJECT: Adopt Amendment # 13 to the FY 2015-2016 Warren County Budget Ordinance to close-out FY 16 Budget Year

SUMMARY: As requested by the Finance Director, Amendment # 13 to the FY 2015-16 Warren County Budget Ordinance to close-out the FY 2016 budget is presented for the Board's consideration and approval.

COUNTY MANAGER'S RECOMMENDATION:

Recommend approval of Amendment # 13 to the FY 2015-16 Warren County Budget Ordinance as presented by the Finance Director.

NOTES:

**Amendment # 13 to the FY 15-16 Warren
County Budget Ordinance to close-out FY 16
Budget Year will be provided.**

Meeting Date: June 22, 2016

Agenda Item # 12

SUBJECT: Adopt FY 2016-2017 Warren County Budget Ordinance

SUMMARY: FY 2016-17 Warren County Budget Ordinance is presented for the Board's consideration and adoption. Authorize Clerk to the Board to sign same.

COUNTY MANAGER'S RECOMMENDATION:

Recommend adoption of the FY 2016-2017 Warren County Budget Ordinance. Authorize Clerk to the Board to sign same.

NOTES:

**WARREN COUNTY BUDGET ORDINANCE
FISCAL YEAR 2016-2017**

**BE IT ORDAINED BY THE Board of County Commissioners of Warren County,
North Carolina:**

SECTION 1. APPROPRIATIONS: The following amounts are hereby appropriated in the General Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

<u>ITEM</u>	<u>\$AMOUNT</u>
County Commissioners	\$ 134,046
County Manager	224,577
Human Resources	137,325
Fleet Service	23,271
Finance Office	506,762
Tax Assessor	273,783
Tax Collection	334,077
County Attorney	133,505
Court Facilities	67,298
Board of Elections	588,936
Register of Deeds	269,333
Miscellaneous Appropriations	6,000
Information Technology	184,675
Buildings, Grounds & Maintenance	600,769
Sheriff's Department	2,474,405
Child Support Enforcement	54,650
Central Communications	748,992
Detention Facility	1,333,056
Emergency Services	193,410
Fire Protection	386,600
Code Enforcement	212,803
Medical Examiner	7,000
Emergency Medical Services	2,677,249
Halifax County EMS	104,932
Animal Control	297,801
KARTS Transportation	78,931
Lake Gaston Weed Control	116,000
Forestry Program	115,945
Planning	156,787
Economic Development Commission	208,799
Kerr Tar HUB	36,000

Cooperative Extension Service	219,840
Buck Spring Camp Development	33,198
Cooperative Ext 4-H Program	4,900
Soil Conservation	192,134
Health Department	3,115,004
Area Mental Health	60,146
Juvenile Crime Prevention Council	6,000
Equine Assisted Learning	21,680
Boys & Girls Club	22,011
DSS Administration	3,970,954
DSS Public Assistance	1,353,216
DSS Local Funds	9,300
DSS Child Support	427,992
Rural Operating Assistance Program	111,775
Senior Center	501,644
Veteran's Service Office	101,580
Warren County Public Schools	5,133,073
VGCC Satellite Campus	231,625
Libraries	506,873
Recreation Program	384,541
Youth Services Bureau	189,872
Armory	36,375
Debt Services	1,937,472
Insurance & Fringes	536,000
Transfer To Other Funds	244,334
Contingency	25,000
TOTAL GENERAL FUND APPROPRIATIONS	\$32,064,256

SECTION 2. REVENUES: It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2016:

<u>ITEM</u>	<u>\$AMOUNT</u>
Ad Valorem Taxes	18,308,148
Sales Taxes	3,028,125
Other Taxes & Licenses	68,000
Unrestricted – Intergovernmental	117,800
Restricted Intergovernmental – Health	652,310
Restricted Intergovernmental – DSS	1,149,165
Restricted Intergovernmental – DSS 1571	2,799,451
Restricted Intergovernmental – Other	874,889
Permits and Fees	250,300
Sales and Services	1,958,539

Investment Earnings	25,000
Miscellaneous Revenue	548,817
Transfers from Other Funds	675,113
Fund Balance Appropriated	1,608,599
TOTAL GENERAL FUND REVENUES	\$32,064,256

SECTION 3. There is hereby levied a tax rate of \$.71 per one hundred dollars valuation of property listed for taxes as of January 1, 2016 for the purpose of raising the revenue listed as "ad valorem taxes" in the General Fund of this ordinance.

This rate is based upon an estimated total valuation of property for the purposes of taxation of \$2,486,867,624 and an estimated collection rate of 95%. The estimated rate of collection is based on the fiscal year 2015-16 collection rate that is estimated to be 95%. The rate of \$.71 per one hundred dollars valuation of property is levied in support of the General Fund.

SECTION 4. EXPENDITURES: There is appropriated to the fourteen (14) Fire Service Districts, in the amounts listed below proceeds of the service district tax for use by the Fire Service Districts in such a manner and for such expenditures as are permitted by law from the proceeds of these taxes. In the event the actual proceeds from the tax levies exceed or fall short of the appropriated amounts, the actual net proceeds from the taxes shall constitute the appropriation from the tax levy.

Fire Department	Fire Tax	Fire Tax	Total
	Property	Motor Vehicle	
Afton Elberon	\$ 82,849	\$ 8,710	\$ 91,559
Arcola	36,068	3,904	39,972
Central Warren	143,028	13,876	156,904
Churchill Five Forks	139,940	2,839	142,779
Drewry	70,531	4,262	74,793
Hawtree	51,235	5,152	56,387
Inez	15,202	1,050	16,252
Littleton	61,469	2,393	63,862
Long Bridge	99,484	1,850	101,334
Macon	38,799	2,881	41,680
Ridgeway	39,679	3,257	42,936
Roanoke Wildwood	93,786	1,579	95,365
Smith Creek	53,335	4,776	58,111
Soul City	29,788	2,501	32,289
Total	\$ 955,193	\$ 59,030	\$ 1,014,223

SECTION 5. REVENUES: There is hereby levied a tax at the rate shown below, per one hundred dollars (\$100.00) valuation of property listed for taxes as of January 1, 2016, located within the listed special fire districts for generating revenue for said special districts. These rates of tax are based on a ninety-five percent (95%) collection rate. Estimated total of valuation of property for each special fire district for the purpose of taxation are as follows:

Fire Department Valuation and Tax Rate FY 17

Fire Department	Estimated Tax Base	Estimated Tax Base	Tax Rate FY 17
	Property Tax	Motor Vehicles	
Afton Elberon	116,586,266	13,387,535	0.0700
Arcola	75,415,924	8,769,885	0.0480
Central Warren	158,371,283	16,771,546	0.0890
Churchill Five Forks	399,609,357	8,283,365	0.0350
Drewry	99,510,531	6,326,474	0.0700
Hawtree	59,053,016	6,400,043	0.0850
Inez	54,736,750	4,708,813	0.0236
Littleton	159,389,421	6,467,510	0.0380
Long Bridge	394,859,374	7,571,021	0.0250
Macon	74,455,054	6,075,805	0.0500
Ridgeway	60,488,662	5,713,509	0.0600
Roanoke Wildwood	420,930,803	7,298,523	0.0220
Smith Creek	75,873,953	7,345,862	0.0675
Soul City	48,187,281	4,449,084	0.0600
Total	\$ 2,197,467,675	\$ 109,568,975	

It is estimated that the following revenues will be available in the Fire Service District Special Reserve Fund for the fiscal year beginning July 1, 2016, and ending June 30, 2017:

Fire Department	Current Tax Revenue	Motor Vehicle Tax Revenue	Delinquent Tax Revenue	Total Revenue
Afton Elberon	\$ 75,849	\$ 8,710	\$ 7,000	\$ 91,559
Arcola	33,568	3,904	2,500	39,972
Central Warren	131,028	13,876	12,000	156,904
Churchill Five Forks	136,940	2,839	3,000	142,779
Drewry	67,031	4,262	3,500	74,793
Hawtree	47,535	5,152	3,700	56,387
Inez	12,202	1,050	3,000	16,252
Littleton	58,969	2,393	2,500	63,862
Long Bridge	96,484	1,850	3,000	101,334

Macon	35,299	2,881	3,500	41,680
Ridgeway	34,479	3,257	5,200	42,936
Roanoke Wildwood	91,086	1,579	2,700	95,365
Smith Creek	49,335	4,776	4,000	58,111
Soul City	27,088	2,501	2,700	32,289
Total	\$ 896,893	\$ 59,030	\$ 58,300	\$ 1,014,223

SECTION 6. EXPENDITURES: There is appropriated to the Solid Waste Enterprise Fund for the operation of the County's comprehensive solid waste program for fiscal year beginning July 1, 2016, and ending June 30, 2017:

Solid Waste Program	\$1,651,074
Debt Service	4,886
TOTAL	\$1,655,960

SECTION 7. REVENUES: It is estimated that the following revenues will be available in the Solid Waste Enterprise Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Other Taxes & Licenses	\$1,622,970
Restricted Intergovernmental – Other	4,500
Investment Earnings	40
Miscellaneous	28,450
TOTAL	\$1,655,960

SECTION 8. There is hereby levied for the fiscal year 2016-2017, a Solid Waste Fee of \$132.00 per household or business not subject to municipal taxation to be deposited in the Solid Waste Enterprise Fund.

SECTION 9. EXPENDITURES. The following amount is hereby appropriated in the Regional Water System Enterprise Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Regional Water System	\$1,035,394
Debt Service	1,100
TOTAL	\$1,036,494

SECTION 10. REVENUES. It is estimated that the following revenues will be available in the Regional Water System Enterprise Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Permits & Fees	\$ 400
Sales & Services	987,450
Investment Earnings	700
Misc. Revenue	47,944
TOTAL	\$1,036,494

SECTION 11. EXPENDITURES. The following amount is hereby appropriated in the District I Water System Enterprise Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

District I Water System	\$647,772
Debt Service	1,100
TOTAL	\$648,872

SECTION 12. REVENUES. It is estimated that the following revenues will be available in the District I Water Enterprise Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Permits & Fees	\$ 2,000
Sales & Services	638,700
Investment Earnings	600
Misc. Revenue	7,572
TOTAL	\$648,872

SECTION 13. EXPENDITURES. The following amount is hereby appropriated in the District II Water System Enterprise Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

District II Water System	\$503,331
Debt Service	1,100
Transfer to Other Funds – General Fund	140,825
TOTAL	\$645,256

SECTION 14. REVENUES. It is estimated that the following revenues will be available in the District II Water Enterprise Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Permits & Fees	\$ 800
Sales & Services	624,400
Investment Earnings	900
Misc. Revenue	19,156
TOTAL	\$645,256

SECTION 15. EXPENDITURES. The following amount is hereby appropriated in the District III Water System Enterprise Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

District III Water System	\$437,987
Debt Service	1,100
Transfer to Other Funds – General Fund	451,663
TOTAL	\$890,750

SECTION 16. REVENUES. It is estimated that the following revenues will be available in the District III Water Enterprise Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Permits & Fees	\$ 800
Sales & Services	883,150
Investment Earnings	500
Misc. Revenue	6,300
TOTAL	\$890,750

SECTION 17. EXPENDITURES. The following amounts are hereby appropriated for the Enhanced 911 System Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Emergency 911	\$169,965
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SECTION 18. REVENUES. It is estimated that the following revenues will be available for the Enhanced 911 Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Other Taxes & Licenses (E911 Surcharge)	168,285
Investment Earnings	1,680
TOTAL	\$169,965

SECTION 19. EXPENDITURES. The following amounts are hereby appropriated for the Octennial Revaluation Fund for the operation of the County revaluation process for fiscal year beginning July 1, 2016 and ending June 30, 2017:

TOTAL	\$350,938
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SECTION 20. REVENUES. It is estimated that the following revenues will be available in the Octennial Revaluation Fund for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

Investment Earnings	405
Transfers from Other Funds	50,000
Fund Balance Appropriated	300,533
TOTAL	\$350,938

SECTION 21. There is hereby levied on each marriage license issued during the fiscal year 2016-2017, a tax of \$60.00. The proceeds of such tax shall be deposited in the General Fund.

SECTION 22.

A. Funds belonging to Warren County and deposited to the credit of the Warren County Operating Account and the Warren County Payroll Account may be withdrawn on signatures of Gloria M. Edmonds, Warren County Finance Director; Barry Richardson, Chairman, Warren County Board of Commissioners; and Angelena Kearney-Dunlap, Clerk to the Board of Commissioners.

B. All funds belonging to Warren County and deposited to the credit of the Warren County Department of Social Services (DSS) Trust Fund Accounts shall be withdrawn only by checks signed by the Warren County Director of Social Services or the Warren County Manager and counter-signed by the Administrative Officer in the Department of Social Services. Ryan Whitson is authorized to sign such checks as Director of the Department of Social Services; Linda T. Worth is authorized to sign such checks as the Warren County Manager and Mary Ann Roberson is authorized to counter-sign such checks as DSS Administrative Officer.

C. All funds belonging to Warren County deposited to the Public School Building Capital Fund Disbursing Account may be withdrawn on signature of Gloria M. Edmonds, Finance Director and Linda T. Worth, County Manager.

D. All funds belonging to Warren County deposited to the Flexible Spending Account (FSA) may be withdrawn on signature of Barry Richardson, Chairman, Warren County Board of Commissioners; Gloria M. Edmonds, Finance Director and Linda T. Worth, County Manager.

SECTION 23. There is hereby levied for the fiscal year 2016-2017, a license fee of \$2.00 on each dog of the age of six months or older. The proceeds of such taxes shall be deposited in the General Fund.

SECTION 24. Copies of this ordinance shall be furnished to the Budget Officer and the Finance Director for direction in carrying out their duties.

This budget is prepared on a departmental basis, and need not be amended unless expenditures exceed departmental appropriations.

Adopted this the 22nd day of June 2016.

Angelena Kearney-Dunlap, Clerk to the Board of Commissioners

Agenda Item # 13

Adjourn

**June 22, 2016
Special Meeting**