



SUGGESTED AGENDA
Regular Meeting in the
Armory Civic Center
501 US Hwy 158 Business E., Warrenton, NC

6:00 PM
January 13, 2025

Call to Order Regular Meeting – Chairman or Designee
Moment of Silence & Pledge

Regular Meeting Agenda

1. SPECIAL RECOGNITION

- A. Presentation of Advanced Law Enforcement Certification to Willis Carter, Jr. - Sheriff John Branche
- B. Recognition of Retirement of Sallie Smiley

2. ADOPT SUGGESTED AGENDA

Conflict of Interest Disclosure Statement

"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.

3. CITIZEN COMMENTS - REGULAR BOARD MEETING

Time set aside to allow individuals to address the Board of Commissioners on issues of concern pertaining to the County.

4. CONSENT AGENDA

- A. Approval of Minutes of December 2, 2024 Organizational and Regular Meeting and December 18, 2024 Work Session
- B. Tax Collector's Report for November 2024 Presented for Board's Information in Accordance with NCGS 105-350
- C. Tax Release Requests (over/under \$100) in Accordance with NCGS 105-381 "Taxpayer's Remedies" as Information Only

5. PRESENTATION

- A. Presentation on the Warren County Digital Inclusion Plan (Warren County Community and Economic Development in partnership with Kerr Tar Regional Council of Governments)

6. COUNTY MANAGER'S UPDATE – Crystal Smith

- A. Request from Tourism Development Authority for Part-Time Manager Position - Michael Hawkins, Tourism Development Authority Chair
- B. People's Academy Update - Hannah Jones, LEAD for NC Fellow
- C. Warren County Historic Jail Assessment
- D. Consider Approval of Appointment of Ryan Garrett as Parks & Recreation Director as a Starting Salary of \$70,000

7. FINANCE OFFICE – Nikki Dickerson

- A. Consider Approval of Budget Amendment #2 to the FY25 Budget
Budget Amendment #2 (see attached) to the FY 2025 Budget Ordinance is being presented for approval. This amendment does the following:

Revenue:

- 1. Appropriates \$ 1,000 in the Sheriff's budget for the Christmas party from Calendar revenue.
- 2. Appropriates \$ 2,566 in the Senior Center budget for the Black Nativity program from participant revenue.
- 3. Appropriates \$ 25,000 in the Emergency Services budget for Grant received from Duke Energy.
- 4. Appropriates \$ 25,000 in the Animal Control budget for Spay Donation.
- 5. Appropriates \$ 4,800 in the Cooperative Extension budget for Farmers Market Grants.
- 6. Appropriates \$ 3,025 in the Sheriff's budget for the National Night Out from donation revenue.

Budget Adjustment

- 7. Adjust the budget to reflect true ROAP disbursements.

General Fund Balance for FY24 carry-over:

- 8. Appropriates \$ 5,450 to DSS for Angel Tree Donations unspent in FY24.
- 9. Appropriates \$ 32,310 to EMS from unspent FY24 HRSA funds.
- 10. Appropriates \$ 6,636 to Senior Center from SHIIP and MIPPA Grant unspent in FY24.

General Fund Balance for FY25 Expenses:

- 11. Appropriates \$ 21,000 to Insurance for an increase in Workers Comp.
- 12. Appropriates \$ 18,100 to Insurance for an increase in Unemployment Claims.
- 13. Appropriates \$ 2,115 to Broadband for additional match costs.
- 14. Appropriates \$ 20,000 to Elections for additional election programming.

- B. Consider Approval of Pleasant Hills Pump Station Project Ordinance in the Amount of \$1,047,000

8. ACTION ITEMS

- A. Consider Approval of Amendments to the Warren County Economic Development Incentives Policy - Community & Economic Development Director Charla Duncan
- B. Consider Adoption of Ordinance Prohibitting the Carrying of Deadly Weapons on Warren County Property and Permitting the Posting of Signs to Prohibit the Carrying of Deadly Weapons on Warren County Property - Clerk to the Board Paula Pulley and County Attorney Shiekell Richardson
- C. Consider Approval of Resolution to Direct the Expenditure of Opioid Settlement Funds - LEAD for NC Fellow Hannah Jones
- D. Consider Approval of Upgrades to Emergency Services Radio System in the Amount of \$149,086 with \$35,000 to be Paid from FY25 Emergency Services Budget and the Remainder Paid from FY26 Budget - Emergency Services Director Chris Tucker
- E. Adopt the Warren County Digital Inclusion Plan (2025-2030) - Community & Economic Development Director Charla Duncan
- F. Consider Approval of Change to the Board of Commissioners 2025 Meeting Schedule Moving the March 3, 2025 Regular Meeting to March 10, 2025 - Clerk to the Board Paula Pulley
- G. Consider Approval of Matching Funds up to \$107,143 for the State and Local Cybersecurity Grant Program - Grants and Contracts Administrator Connie Calloway
- H. Consider Approval of Contract with Southern Health Partners for Medical Care for Inmates and Detainees of Warren County Detention Center in the Amount of \$88,058.64 and Authorize County Manager to Execute Documents
- I. Consider Approval of Resolution Declaring Surplus Property and Authorizing County Manager or Designee to Dispose of Item Through GovDeals Online Auction Site - Paula Pulley, Clerk to the Board
- J. Consider Approval of Board of Commissioners Quarterly Community Meetings - Let's Talk Warren County - Angelena Kearney Dunlap, Chair

9. BOARD/COMMITTEE/COMMISSION APPOINTMENTS AND RE-APPOINTMENTS

- A. Consider Approval of Commissioner Appointments to Various Boards/Committees/Commissions
- B. Consider Approval of Re-Appointment of Victor Hunt and Effie Adams to 3-Year Terms to the ABC Commission Beginning January 2025 and Ending December 2027 as Recommended by the ABC Commission

10. BOARD OF COUNTY COMMISSIONERS' UPDATES

11. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318.11(a)(4) FOR INDUSTRY AND BUSINESS LOCATION AND EXPANSION

12. ADJOURN January 13, 2025 BOARD MEETING



Board of Commissioners Regular Meeting

December 2, 2024

MINUTES

The December 2, 2024 Board of Commissioners Organizational and Regular Meeting was called to order by County Attorney Shiekell Richardson. In attendance were Commissioners Victor Hunt, Tare Davis, Bertadean Baker, newly elected Commissioners Al Cooper, Jr. and Angelena Kearney Dunlap, and County Manager Crystal Smith.

1. SWEARING IN OF NEWLY ELECTED COMMISSIONERS:

Angelena Kearney Dunlap - District 1

Al Cooper, Jr. - District 5

Newly elected Commissioners Al Cooper, Jr. and Angelena Kearney Dunlap were sworn into the office of Commissioner by Warren County Clerk of Court Rolanda Hedgepeth.

2. ORGANIZATIONAL MEETING

A. Election of Chairman to the Board of Warren County Commissioners

County Attorney Shiekell Richardson opened the floor for nominations for Chair of the Warren County Board of Commissioners. Commissioner Hunt nominated Commissioner Kearney Dunlap for Chair.

Commissioner Davis nominated Commissioner Cooper, but Cooper declined the nomination. On motion of Commissioner Baker, seconded by Commissioner Hunt, and duly carried by unanimous vote, nominations for Chair were closed.

County Attorney Richardson called for a vote for Chair. With five votes, Commissioner Kearney Dunlap was elected Chair of the Warren County Board of Commissioners.

B. Election of Vice-Chairman to the Board of Warren County Commissioners

Commissioner Davis nominated Commissioner Cooper for Vice-Chair. Commissioner Baker nominated Commissioner Hunt for Vice-Chair. On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, nominations for Vice-Chair were closed. By a vote of three to two, Commissioner Hunt was elected Vice-Chair of the Warren County Board of Commissioners.

C. Appointment of County Attorney (Shiekell Richardson presently serving)

On motion of Commissioner Davis, seconded by Commissioner Cooper, and duly carried by unanimous vote, Shiekell Richardson was re-appointed as County Attorney. Pursuant to NCGS 153A-114, the County Attorney is appointed to serve at the pleasure of the Board.

D. Appointment of Clerk to the Board (Paula Pulley presently serving)

On motion of Commissioner Davis, seconded by Commissioner Baker, and duly carried by unanimous vote, Paula Pulley was re-appointed as Clerk to the Board. Pursuant to NCGS 153A-111, the Board of Commissioners shall appoint or designate a Clerk to the Board. The Board may designate the Register of Deeds or any other County Officer or employee as Clerk. The Clerk shall perform any duties that may be required by law or the Board of Commissioners. The Clerk shall serve as such at the pleasure of the Board.

E. Appointment of Deputy Clerk to the Board (Monique Hinton presently serving)

On motion of Commissioner Davis, seconded by Commissioner Cooper, and duly carried by unanimous vote, Monique Hinton was re-appointed as Deputy Clerk to the Board.

F. Appointment of Finance Officer (Nikki Dickerson presently serving)

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, Nikki Dickerson was re-appointed as Finance Officer. Pursuant to NCGS 159-24, each local government and public authority shall appoint a Finance Officer to hold office at the pleasure of the

appointing Board or Official. The Finance Officer may be entitled "accountant", "treasurer", "finance director", "finance officer", or any other reasonably descriptive title. The duties of the Finance Officer may be imposed on the budget officer or any other officer or employee on whom duties of budget officer may be imposed.

G. Appointment of Deputy Tax Collectors: Jane Wilson, Cherrina Neville, Joanna Dickerson, Tax Collection Specialist Yvonne Sharps, Delinquent Tax Collector Karen Towns

On motion of Commissioner Davis, seconded by Commissioner Cooper, and duly carried by unanimous vote, Alma Jane Wilson, Cherrina Neville, Joanna Dickerson, Yvonne Sharps (Tax Collection Specialist), and Karen Towns (Delinquent Tax Collector) were re-appointed as Deputy Tax Collectors.

H. Designation of Depositories for Warren County Funds: First Citizens Bank & Trust, Truist, NC Capital Management Trust

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, First Citizens Bank & Trust, Truist Bank, and NC Capital Management Trust were designated as depositories for Warren County Funds.

I. Authorization to Honor Facsimile Signatures for Warren County Operating Account, Warren County General Funds - Payroll Account & Flexible Spending Account: County Finance Officer, Chairman of the Board of Commissioners, Clerk to the Board of Commissioners

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, authorization of honor facsimile signatures of County Finance Officer Nikki Dickerson, Chairman of the Board of Commissioners Angelena Kearney Dunlap, and Clerk to the Board Paula Pulley for Warren County Operating Accounts and Warren County General Funds was approved.

J. Warren County Department of Social Services Trust Fund Account: Department of Social Services Director Renae Alston, Warren County Manager Crystal Smith, Finance Officer Nikki Dickerson

On motion of Commissioner Davis, seconded by Commissioner Cooper, and duly carried by unanimous vote, authorization to honor facsimile signatures of Department of Social Services Director Renae Alston and/or Warren County Manager Crystal Smith and/or Finance Officer Nikki Dickerson for Warren County Department of Social Services Trust Fund Account was approved.

3. ADOPT SUGGESTED AGENDA

On motion of Commissioner Hunt, seconded by Commissioner Cooper, and duly carried by unanimous vote, the Suggested Agenda, with the removal of Item 6B, was adopted.

4. CITIZEN COMMENTS - REGULAR BOARD MEETING

Rules for Citizen Comments: Please sign up to speak. The maximum time allotted to each speaker will be FIVE (5) 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 a response from the County Manager and/or Board is desired, 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.

1 - Reinaldo Espinosa spoke to the Board about a need for a dedicated place for Veterans to gather.

2 - Dwayne Hicks suggested that the Sheriff's Department use more AI technology in order to free up money that could be used for the school system.

3 - Deborah Ferruccio spoke to the Board about the need to look at how we protect and use the land in the county. Ferruccio stated that the county has county-wide zoning, but needs to do something about the High Impact Land Use section of the Noise Ordinance.

5. CONSENT AGENDA

A. Approval of Minutes of November 4, 2024 Regular Meeting

On motion of Commissioner Davis, seconded by Commissioner Baker, and duly carried by unanimous vote, the Minutes of the November 4, 2024 Regular Meeting were approved.

B. Tax Collector's Report for October 2024 Presented for Board's Information in Accordance with NCGS 105-350

On motion of Commissioner Davis, seconded by Commissioner Baker, and duly carried by unanimous

vote, the Tax Collector's Report for October 2024 was accepted.

C. Tax Release Requests (over/under \$100) in Accordance with NCGS 105-381 "Taxpayer's Remedies" as Information Only

On motion of Commissioner Davis, seconded by Commissioner Baker, and duly carried by unanimous vote, the Tax Release Requests (over/under \$100) was accepted.

6. COUNTY MANAGER'S UPDATE – Crystal Smith

A. Update on CAB 2.0 broadband funding and HB10

Community & Economic Development Director Charla Duncan stated that the previously required match for the CAB grant that Warren County was awarded has been released. Matching funds of \$400,000 were already paid to NCDIT and we can either leave the funds there for future broadband expansion, or request the funds be returned. On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the funds will be left with NCDIT for future broadband expansion funding.

B. Consider Approval of Revised Resolution to Direct the Expenditure of Opioid Settlement Funds by the Warren County Board of Commissioners

This item was removed pending further information.

C. Organization Updates

1 - Public Utilities Director Eric St. Sing informed the Board of the increase in water line locate requests with the build-out of Spectrums fiber broadband services. There is currently not enough man-power in Public Utilities to keep up with the request load. More information will be available at the December 18, 2024 Work Session.

2 - County Manager Crystal Smith stated that Tina Robinson and Yvonne Sharps of the Tax Office have assumed additional duties following the resignation of Tax Administrator John Preston.

7. ACTION ITEMS

A. Consider the Approval of the Schedule of Values for the 2025 Revaluation

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the Schedule of Values for the 2025 Revaluation was approved.

8. BOARD OF COUNTY COMMISSIONERS' UPDATES

1 - Commissioner Davis congratulated Commissioner Kearney Dunlap and Commissioner Cooper and welcomed them to the Board of Commissioners.

2 - Commissioner Cooper stated he is looking forward to working with the Board and the community.

3 - Commissioner Baker welcomed Commissioner Kearney Dunlap and Commissioner Cooper.

4 - Commissioner Hunt congratulated Commissioner Kearney Dunlap and Commissioner Cooper.

5 - Commissioner Kearney Dunlap thanked the Board for the honor of serving as Chair of the Board of Commissioners, and stated she plans to hold more listening sessions and sessions to educate the community about local government.

9. CLOSED SESSION IN ACCORDANCE WITH NCGS 143-318.11(a)(5) FOR PROPERTY ACQUISITION

On motion of Commissioner Davis, seconded by Commissioner Baker, and duly carried by unanimous vote, the Board entered Closed Session in accordance with NCGS 143-318.11(a)(5) for Property Acquisition.

On motion of Commissioner Davis, seconded by Commissioner Cooper, and duly carried by unanimous vote, the Board returned to Open Session.

10. ADJOURN December 2, 2024 BOARD MEETING

On motion of Commissioner Davis, seconded by Commissioner Cooper, and duly carried by unanimous vote, the December 2, 2024 Board of Commissioners meeting was closed.

Paula Pulley, Clerk to the Board



Board of Commissioners Work Session

December 18, 2024

MINUTES

The December 18, 2024 Work Session was called to order by Chair Angelena Kearney Dunlap. Others in attendance were Commissioners Hunt, Cooper, Davis, and Baker, County Manager Crystal Smith, and County Attorney Shiekell Richardson.

1. ADOPT SUGGESTED AGENDA

On motion of Commissioner Davis, seconded by Commissioner Hunt, and duly carried by unanimous vote, the Suggested Agenda was adopted.

2. DISCUSSION ITEMS

A. Space Needs Assessment Update - County Manager Crystal Smith and Representative from Wooten Company

Thomas Madre of The Wooten Company provided the results of the Space Needs Assessment. The results will be sent to Department Heads for feed-back. Once that is completed, and any corrections or updates are made, the Board of Commissioners will have an opportunity to meet and identify priorities.

B. Opioid Settlement Update - County Manager Crystal Smith

LEAD for NC Fellow Hannah Jones reported that the Opioid Settlement Resolution needs to be amended. This will be brought to the Board at the January 6, 2025 Regular Meeting.

C. Strategic Plan Update - County Manager Crystal Smith

County Manager Crystal Smith stated that the Strategic Plan accomplishments were shared at the November 4, 2024 meeting. Smith has requested that Hayes Group provide a close-out of the 2021-2024 Strategic Plan.

D. Update on the Warren County Historic Jail Memorandum of Understanding (MOU) - County Manager Crystal Smith, County Attorney Shiekell Richardson, and Community & Economic Development Director Charla Duncan

Community & Economic Development Director Charla Duncan reported that she is working with a Structural Engineer for an assessment of the Historic Jail. More discussion will take place once the results of the assessment are available.

E. Roads Improvement Program Request from Lyons Creek Estate - Community & Economic Development Director Charla Duncan

Community & Economic Development Director Charla Duncan informed the Board that we received a request from Lyons Creek Estate to participate in the Roads Improvement Program and asked the Board for direction on if they wish to move forward to obtain a cost estimate. By consensus, the Board agreed to seek a cost estimate to be brought back to the Board.

F. Updates to the Warren County Economic Development Incentive Policy - Community & Economic Development Director Charla Duncan

Community & Economic Development Director Charla Duncan provided an overview of updates to the Economic Development Incentive Policy. This will be brought to the January 6, 2025 Regular Meeting for approval.

G. Follow-up Conversation on Request to Restrict Triangle North Revenue for Economic Development - Community & Economic Development Director Charla Duncan

After some discussion regarding the request to restrict Triangle North Revenue for Economic Development, the Board requested that Community & Economic Development Director Charla Duncan identify uses of the funds, and suggested that use of the funds be included in budget requests for the

FY26 Budget.

H. Proposed Deadly Weapons Ordinance - Clerk to the Board Paula Pulley and County Attorney Shiekkel Richardson

The proposed Deadly Weapons Ordinance was introduced to the Board. This will be brought to the January 6, 2025 Regular Meeting for adoption.

I. Proposed Pornography Policy - County Attorney Shiekkel Richardson

On motion of Commissioner Davis, seconded by Commissioner Cooper, and duly carried by unanimous vote, the Resolution Adopting a Policy to Prohibit Viewing of Pornography on County Networks and Devices Pursuant to NCGS 143-805 was approved.

J. Utility Locating for Broadband Infrastructure Roll Out - Public Utilities - Eric St. Sing

Public Utilities Director Eric St. Sing provided more information on utility locating during broadband infrastructure roll-out. St. Sing provided three options on how to address the need for more man-power to assist with locates.

Option 1 - utilize contracted employee at \$70.00 per hour

Option 2 - consider On-Call Utility Line Support Services in an amount of \$70,000 or higher

Option 3 - consider contract with McKim & Creed in the amount of \$188,500

K. Emergency Services Radio Upgrades - Emergency Services Director Chris Tucker

Emergency Services Director Chris Tucker described catastrophic failures to the radio system. Tucker has identified some funds in his current budget to assist with the repairs, and can add the remaining funds in his FY26 Budget Requests. This item will be brought to the January 6, 2025 Regular Meeting for approval.

3. ADJOURN December 18, 2024 BOARD MEETING

On motion of Commissioner Hunt, seconded by Commissioner Baker, and duly carried by unanimous vote, the December 18, 2024 Work Session was adjourned.

Paula Pulley, Clerk to the Board

**Tax Collector's Report
to the Warren County Board of Commissioners
For the Month November 2024**

2024-2025

Current Year Collections

Tax Year	Charge	Collected in November	Collected to Date	Balance Outstanding	Percentage Collected
November 2024 FY 25	\$20,149,613	\$5,285,118	\$10,930,828	\$9,218,785	54.25
November 2023 FY 24	\$20,263,503	\$5,009,326	\$10,881,893	\$9,381,610	53.70

Delinquent Collections

2023	\$433,266	\$10,917	\$120,486	\$312,780	27.81
2022	208,905	3,506	27,747	\$181,157	13.28
2021	136,998	1,778	10,674	\$126,324	7.79
2020	110,299	1,054	4,827	\$105,472	4.38
2019	131,099	1,349	4,045	\$127,054	3.09
2018	81,370	153	1,703	\$79,667	2.09
2017	81,314	144	1,834	\$79,480	2.25
2016	61,319	63	1,549	\$59,770	2.53
2015	51,811	58	691	\$51,120	1.33
2014	43,821	-	751	\$43,070	1.72
Total Delinquent Years	\$1,340,202	\$19,022	\$174,307	\$1,165,894	

Other November Receipts

County Penalties	\$ 3,427	\$ 30,514
Landfill User Fees	\$ 400,256	\$ 792,197
Municipalities	\$ 180,474	\$ 335,993
Fire District Taxes	\$ 323,027	\$ 712,088
Advance Taxes	\$ 2,812	\$ 12,338

NOVEMBER GRAND TOTAL

\$11,223,462	\$23,870,158
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John Preston, Tax Administrator

12/13/2024

John Preston, Tax Administrator

Over \$100

1/6/2025

CO MGR INITIALS: _____ Date: _____

ERROR CORRECTION RELEASES:

BRUBAKER MATTHEW TRUST	2024 24730-200	29048 \$	121.66	DOUBLE BILLED
DELAGE LANDEN FIN SERV	2024 01407-205	28727 \$	536.46	CLOSED LOCATION 8/17/2023
KEITHLEY BURT	2024 200154757	29007 \$	449.36	BILLING ERROR/WRONG PROPERTY
MARTIN GREGORY & MARGO B	2024 10755-300 D10-27D	18705 \$	399.80	DWMH REMOVED NOV 2023

TOTAL ERROR CORRECTIONS: \$ 1,507.28

Under \$100

1/6/2025

CO MGR INITIALS: _____ Date: _____

ERROR CORRECTION RELEASES:

<u>NAME</u>	<u>Year</u>	<u>ACCT#</u>	<u>MAP #</u>	<u>RECORD #</u>	<u>AMOUNT</u>	<u>REASON</u>
BASKERVILLE EUGENE N JR	2024	21978-301		842	\$ 2.83	PARCEL COMBINED W/F3-10
BAXTER HEALTHCARE CORP	2024	200154758		29008	\$ 6.12	BUSINESS LOCATION CLOSED
BOONE LATARSHIA YVETTE	2024	03039-301	J3-14C	17186	\$ 15.59	ACREAGE INCORRECT
COMPASS GROUP	2024	28230-200		29086	\$ 21.59	CLOSED BUSINESS 12/2023
MATTHEW BRUBAKER	2024	24730-200		29396	\$ 81.80	BILLING ERROR/WRONG PROP
RICHARDSON ADAM	2024	41647-301		28443	\$ 76.50	VALUE OVERASSESSED
SMITH DAKOTA WAYNE & MEGAN N	2024	53278		29166	\$ 5.61	BUSS PP PUT ON WRONG ACCOUNT #

SUB-TOTAL ERROR CORRECTIONS: \$ 210.04

MOTOR VEHICLE RELEASES:

RHOADES DAVID BRADFORD	2024	V-186077		10783	\$ 74.74	VEHICLE WAS OUT OF STATE
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SUB-TOTAL MOTOR VEHICLE RELEASES: \$ 74.74

SUB-TOTAL CORRECTION RELEASES: \$ 210.04

Total Releases \$ 284.78



To: Warren County Board of Commissioners

Through: Crystal Smith, County Manager

From: Charla Duncan, Community & Economic Development Director

Re: Warren County Digital Inclusion Plan adoption

Background

In October 2023, the Kerr-Tar Regional Council of Governments (the COG) was awarded grant funding from the Institute for Emerging Issues at NC State University for digital inclusion planning. This initiative has sought to assist county leaders in our region in developing and implementing digital inclusion plans (DIP) that include intentional strategies to reduce and eliminate barriers to broadband access and technology use. The grant funds enabled the COG to collaborate with member governments in creating tailored digital inclusion plans for each county, which will converge into a comprehensive regional plan. The primary activities involved in the planning process have included convening stakeholders, surveying populations, collecting data, and developing outreach materials. Additionally, upon completion of the plan, mini-grants will be awarded to implement digital inclusion plan strategies in each participating county.

The work is aligned with the state's digital inclusion planning as well. Governor Cooper developed a comprehensive strategy to build digital equity across North Carolina, and the Division of Broadband and Digital Equity is executing that strategy by ensuring that all North Carolinians have access to an affordable, high-speed internet connection and have the devices and skills necessary to participate in the modern digital economy.

Fiscal Impact

Adoption of the county's DIP does not have a fiscal impact. There may be actions associated with achieving the goals of the plan that have a potential cost of implementation in the future.

2022 Comprehensive Development Plan Alignment

Economic Development 3: Prioritize infrastructure and service enhancements to areas with economic development opportunities.

Economic Development 6:

Infrastructure 1: Expand access to broadband service.

Kerr-Tar Comprehensive Economic Development Strategy Alignment

Promote Small Business/Entrepreneurial Development, Engage in Labor Force Enhancements, & Promote Niche Economic Development Strategies

North Carolina Digital Equity Plan Strategy Alignment

Strategy 1: All North Carolinians have access to high-speed internet and to affordable, low-cost internet services.

Strategy 2: Promote practices that support online accessibility and inclusivity of public resources and services.

Strategy 3: Ensure that North Carolinians can acquire the digital skills and understanding to meet their personal needs and to meet the workforce needs of the state.

Strategy 4: Promote practices and leverage tools to ensure online privacy and security.

Strategy 5: Ensure that North Carolinians have access to digital devices to meet their needs.

Recommendation

The Director of Community and Economic Development recommends the board of commissioners adopt the Warren County Digital Inclusion Plan.

CONNECTING **WARREN COUNTY**

DIGITAL INCLUSION PLAN
2025-2030

ADOPTED JANUARY 2025

Kerr-Tar
Regional Council
Of Governments



Warren County
North Carolina





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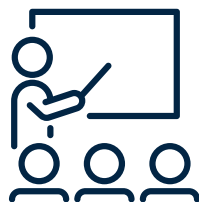
Introduction

Warren County, North Carolina began county-led broadband advocacy and planning efforts in 2013. In November of that year, County government held a community meeting in partnership with NC Broadband, a Division of the N.C. Department of Commerce. The community meeting was held to discuss the County's plan to conduct a survey designed to gauge demand for Internet services. Then, in 2017, county commissioners approved a broadband feasibility study, and in 2019 the County released an RFP for broadband providers to provide service in the area.

Since 2019, federal and state funding designed to support rural communities has paved the way for these previous years of work to finally begin to take shape. In 2024, projects have been awarded, dirt is being turned, fiber is going in the ground, and customers are beginning to be served across the county.

The Warren County Digital Inclusion Plan is the county's roadmap to assist local government and community stakeholders in making sure that broadband adoption is happening alongside efforts to improve overall access. The four key elements of digital inclusion are access to digital literacy training, access to high-speed reliable broadband, affordable internet and user devices, and access to internet-enabled devices that meet the need of the user. In this plan, you will find the resources available in Warren County that can support your digital journey.

The four key elements of digital inclusion include:



Access to digital literacy training



Access to high-speed, reliable broadband



Affordable internet and user devices



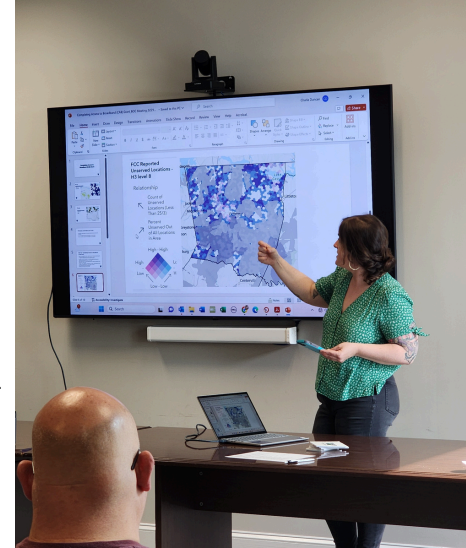
Access to internet-enabled devices that meet the needs of the user.

Acknowledgements

A special thank you to those community partners who participated in our digital inclusion stakeholders meeting on April 2, 2024. The discussion held that day has informed much of this digital inclusion plan.

Those partners are:

Bob Allan, Lake Gaston Association
 Helen Bradby, NCWorks
 Brett Brenton, myFutureNC
 Denny Burrows, Town of Norlina
 Sterling Cheston, Warren County Memorial Library
 Robert Davie, Town of Warrenton
 Justin DeLancey, Charter Communications
 Charla Duncan, Warren County Community and Economic Development
 Jerry Edmonds, III, Vance Granville Community College
 Jess Epstein, NC State University
 Ben Farmer, Upper Coastal Plain COG
 Katherine Hilliard, Town of Macon
 Victoria Lehman, Warren County Board of Education
 Amanda Lewis, Kerr Tar COG
 Leanne Patrick, Lake Gaston Regional Chamber of Commerce
 McKinley Perkinson, Brightspeed
 Mike Peterson, BlueCross BlueShield of North Carolina
 Matthew Place, Cooperative Extension
 Rose Ponton, Warren County Community and Economic Development
 Charlie Robinette, Kerr-Tar COG
 Jenni Rogan, Working Landscapes
 Carolyn Ross-Holmes, Ella Baker Educational Project
 Susan Wells, Warren County Public Health Department
 Heather Yencarelli, Gateway Community Development Corporation
 Jeff Zimmer, Lake Gaston Association



We also wish to acknowledge the advocacy and engagement work that our Warren County residents have participated in over the years. Citizen activism on broadband access has been an integral part of this process.

This plan is funded in partnership with BAND NC in an effort to support the five county Kerr-Tar region in developing County Digital Inclusion Plans and a Regional Digital Inclusion Plan.

County Commissioners

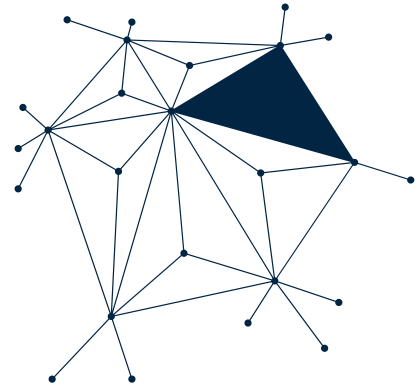
Angelena Kearney Dunlap – *Chair*

Victor Hunt – *Vice Chair*

Bertadean Baker

Al Cooper

Tare “T” Davis



Facilitation & Planning

Charla Duncan – *Director, Warren County Community & Economic Development (CED)*

Rose Ponton – *Community Development Manager, Warren County CED*

Amanda Lewis – *Regional Project Manager, Kerr-Tar Regional Council of Governments*

Mayor Katherine Hilliard – *Mayor, Town of Macon*

Blaine Reese – *Director of Operations, Town of Norlina*

Robert Davie – *Town Administrator, Town of Warrenton*

Warren County Services



Local Government Services: Warren County Emergency Services, Warren County Veteran Services, Warren County Department of Social Services, Warren County Human Resources, Warren County Sheriff’s Office, Warren Soil and Water Conservation District, Warren County Health Department, Warren County Public Utilities, Warren County Senior Center, Warren County Cooperative Extension, Warren County Library

K-12 Education: Northside K8, Vaughan Elementary School, Mariam Boyd Elementary School, Warren County Middle School, Warren County High School, Warren Early College, and the Haliwa-Saponi Tribal School

Higher Education: Vance Granville Community College-Warren Satellite Campus

Health Systems: H.O.P.E. Regional Medical Center, Warren County Health Department, Rural Health Group, Beckford Medical Clinic, Crenshaw & Haight Family Dentistry, Henderson & Henderson Family Dentistry, Freedom House Recovery Center, Eastpointe*

**Eastpointe is a managed care organization (MCO) dedicated to working with individuals and families in eastern North Carolina who struggle with substance abuse, mental health, and intellectual and developmental disabilities.*

Vision, Mission, & Values

OUR VISION FOR THE FUTURE:

Warren County is a diverse, thriving rural community known for its creative, sustainable economic revitalization.

OUR MISSION:

To collaborate on initiatives that improve broadband access, usage, and affordability, and that cultivate enhanced digital literacy, cybersecurity, physical and mental safety, and self-sufficiency for Warren County residents and organizations.

WE BELIEVE:

It is imperative to ensure that digital literacy initiatives are accessible to all and designed to address our community's diverse needs, regardless of age, income, or background.

These digital literacy initiatives should empower individuals and businesses with the knowledge and skills to navigate the digital world safely, confidently, and effectively.

Efforts that reduce disparities in access to technology and digital resources across the community should be prioritized.

Fostering collaboration among all community stakeholders – including schools, libraries, businesses, healthcare providers, and government institutions – is necessary to maximize impact and reach.



Strategic Alignment

2023 - 2027 KERR-TAR

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY

Promote Small Business/Entrepreneurial Development

- Research and identify additional grant and other funding sources to support small business and entrepreneurial development
- Identify organizations and agencies that support and promote small business and entrepreneurial development

Engage in Labor Force Enhancements

- Identify underserved, underrepresented and non traditional population sectors for inclusion in enhancement programs ie Latino veterans disabled prisoners etc.
- Promote enhancement initiatives to existing industry and development marketing materials for new industry recruitment.

Promote Niche Economic Development Strategies

- Provide access to small business/entrepreneurial development resources to facilitate replication of niche businesses in other areas of the region

WARREN COUNTY 2022 COMPREHENSIVE DEVELOPMENT PLAN

Infrastructure Goal 1: Expand access to broadband service

Economic Development Goal 3: Prioritize infrastructure and service enhancements to areas with economic development opportunities

Economic Development Goal 6: Support efforts to encourage redevelopment and revitalization

Economic Development Goal 7: Develop workforce skills in tandem with industry needs



Definitions

American Communities Survey: The American Community Survey (ACS) is an ongoing survey that provides vital information on a yearly basis about our nation and its people including internet and use data.

ACP: The Affordable Connectivity program (ACP) is a federal program run through the FCC that reduces the cost on internet for eligible households by \$30 per month and \$75 per month on tribal lands

Broadband Access: Having the wires, Wi-Fi, and connectability available to you.

Broadband Adoption: Actually subscribing, creating an account, or logging on to the broadband that is available.

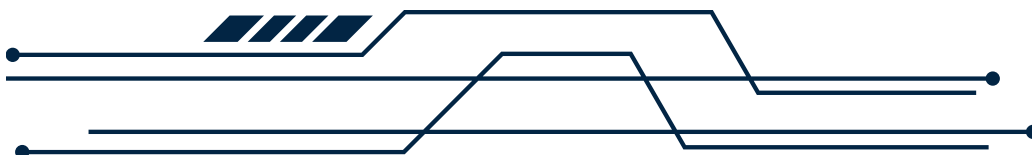
Community Anchor Institution: The division defines Community Anchor Institutions (CAIs) to mean a school, library, health clinic, health center, hospital or other medical provider, public safety entity, institution of higher education, public housing organization (including any public housing agency, HUD-assisted housing organization, or tribal housing organization), or community support organization that facilitates greater use of broadband service by covered populations.

Digital Equity*: Digital equity is a condition in which all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy. Digital equity is necessary for civic and cultural participation, employment, lifelong learning, and access to essential services.

Digital Inclusion*: Digital Inclusion refers to the activities necessary to ensure that all individuals and communities, including the most disadvantaged, have access to and use of Information and Communication Technologies (ICTs). This includes five elements:

- Affordable, robust broadband internet service;
- Internet-enabled devices that meet the needs of the user;
- Access to digital literacy training;
- Quality technical support; and
- Applications and online content designed to enable and encourage self-sufficiency, participation and collaboration.

Digital Literacy*: The ability to use digital technology, communication tools, and networks to locate, evaluate, use, create, and share information.



Definitions

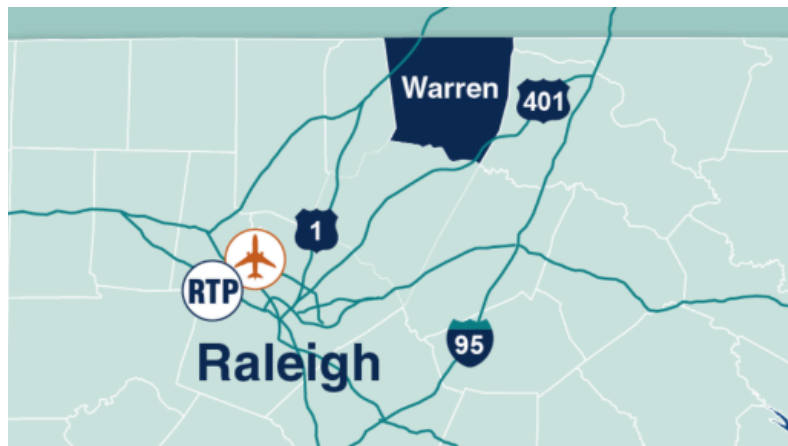
Digital Navigator: Digital navigators are trusted guides who assist community members in internet adoption and the use of computing devices. Digital navigation services include ongoing assistance with affordable internet access, device acquisition, technical skills, and application support.

NTIA: National Telecommunications and Information Administration, an agency of the United States Department of Commerce that are awarding the Digital Equity Act and Broadband Equity Access and Deployment (BEAD) funding.

FCC: Federal Communications Commission

***Source:** National Digital Inclusion Alliance (<https://www.digitalinclusion.org/definitions/>)

About Warren County



Warren County is located in North Carolina's north-central Piedmont region. Comprising 444 sq/mi, the county is bordered on the north by the Virginia State line, on the west by Vance County, on the south by Franklin County, and on the east by Halifax and Northampton counties. There are significant shoreline miles along Kerr Lake and Lake Gaston in the county's northeast and northwest corners. The tribal lands of the state-recognized Haliwa-Saponi occupy a portion of the southeastern part of the county. The city of Richmond is a little more than an hour to the north, and the "Triangle" of Raleigh, Durham, and Chapel Hill is located approximately an hour's drive to the south along the I-85 corridor.

About Warren County



Warren County is categorized by the North Carolina Department of Commerce as a Tier 1 County, meaning it is one of the 40 most distressed counties in the state. Based on local data from the 2023 NCACC Map Book, Warren County has a population of 18,892, a Poverty Tax rate of 0.8100, and ranked 84 out of 100 North Carolina counties. In 2022, it was estimated that county residents have a median age of 48.6 and a median household income of \$42,282, with 90% of residents living outside the three small municipalities of Warrenton, Norlina, and Macon; all located near the county's geographic center. Warren County is the 8th most rural county in North Carolina; and the seventh most diverse, with the last Census reporting 49% African American residents, 41% White residents, 6% American Indian, and 5% Hispanic. This rural and diverse county is also 99th out of the state's 100 counties in private sector wages, with 21.2% of the county's overall population, and 36.5% of children, living in poverty. Only one in three residents hold any credential beyond a high school diploma.

The majority-minority population is a legacy of the County's complex history: the County was founded in 1779, and agriculture has played a major role in the County's economy since its founding. In Warren County, as is true elsewhere in the South, agriculture cannot be separated from a history of enslavement, the legacy of which continues to create economic disparities in the present day.

Additionally, the more recent history of agricultural consolidation and the shifts away from small and Main Street businesses have continued to have negative impacts on the local economy. Since 1950, the number of farm operations in Warren County has declined 92%. Currently, Warren County has only 237 farms.

The average commute among workers in the county is nearly half an hour, with nearly 10% of the county's working population commuting an hour or more. Approximately 4,500 residents commute out of the county for work. There are multiple census tracts in Warren County with a transportation disadvantage index of 16 relative to the state (max of 21), and there are multiple tracts with zero-car households (ranging from 7-16% in some tracts). The ability to find employment within walking distance is a challenge for many residents, especially given that many of these residents may not have a high school or advanced degree, or may have been previously incarcerated. According to myFutureNC 2024 Attainment Profile the top three employers for Warren County are Warren County Schools, County of Warren, and Glen Raven Inc.



Haliwa-Saponi Tribe

Getting a clear picture of the County's tribal population can be challenging, but extrapolating from the 2017-2021 American Community Survey 5-year estimates and the number of County residents who identified as American Indian or Alaska Native in the 2020 census, of the 3,719 members actively enrolled in the tribe in 2022, the number of tribal members living in Warren County is approximately 932 people. Statistical data for the Haliwa-Saponi SDTSA is difficult to extract from county to county, and there are sometimes wide margins of error for these statistics, so the following is a generalized picture of tribal demographics. At the 2021 ACS Census, the median age among residents in the Haliwa-Saponi SDTSA was estimated at 42.8 years old, with approximately 20.9% of the population between the ages of 25-54. The median household income was estimated at \$34,727 or about half the national average. Per capita income was estimated at \$20,937, which is only about $\frac{3}{5}$ the national average. The overall poverty rate was estimated at 23.8%, with a harrowing 37% of children under 18 estimated to be in poverty. The Haliwa-Saponi were recognized as a Native American tribe by the state of North Carolina in 1965.

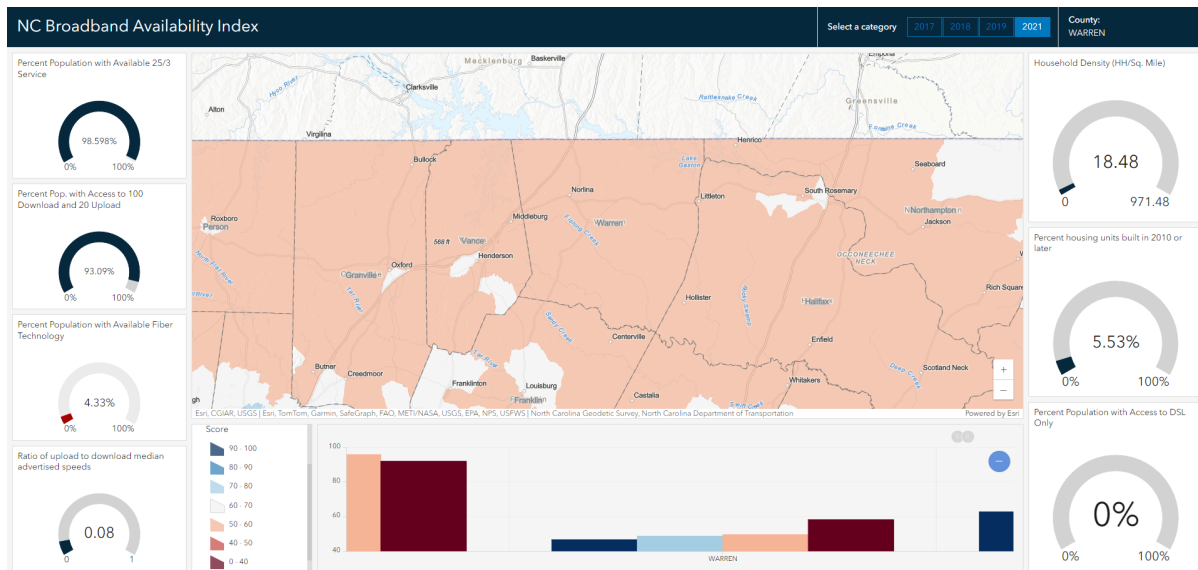
<https://www.haliwa-saponi.org/>

Broadband Availability

Broadband availability is measured based on the NC Broadband Availability Index application to view indices created by combining US Census demographic data with FCC Broadband availability data. Based on data from 2021, 93.09% of county population was estimated to have an available 100 megabits per second (Mbps) up and 20 Mbps down. The percentage of the population with available fiber was 4.33%. The ratio of upload to download median advertised speeds is 0.08. It was estimated that there are 18.48 households per square mile, with 5.53% of housing units built in 2010 or later. The percentage of the population with access to DSL *only* was 0%.



Broadband Availability



*Source: [NC Broadband Availability Index](#) as of 2021

Broadband Providers: Within Warren County, there are three fixed internet service providers (ISPs); five providers offer residential fiber, five extend fiber to businesses and institutions, one offers cable, three provided fixed wireless, three provide DSL, and three offer satellite (HughesNet, Viasat, and Starlink).

Brightspeed provides two options for internet service; DSL and fiber.

Charter Communications Inc. provides two options for internet service; fiber and cable.

Empower Broadband provides two options for internet service; DSL and fiber.

Empower Telecom provides two options for internet service; DSL and fiber.

NCREN provides one option for internet service; fiber.

Starlink is a satellite internet constellation providing coverage to over 100 countries and territories. It also aims to provide global mobile broadband.

Another source of internet in Warren County is offered through cellular providers. In addition to providing cell service, these providers are now providing wireless broadband services to individual residences.

OpenBroadband LLC provides two options for internet service; fixed-wireless and wireless

T-Mobile provides one option for internet service; wireless.

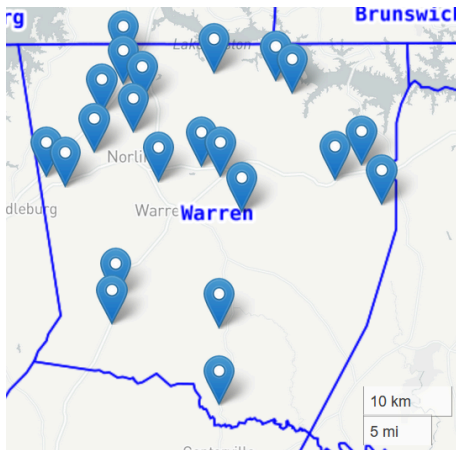
United States Cellular provides one option for internet service; fixed-wireless.

Verizon Wireless provides one option for internet service; fixed-wireless.

Broadband Availability

Warren County Internet Service Providers					
Provider	Fiber	Cable	Copper	Fixed Wireless	Wireless
Brightspeed	✓		✓	✓	
Charter Communications	✓	✓			
Empower Broadband	✓		✓		
Empower Telecom	✓		✓		
NCREN	✓				
OpenBroadband LLC				✓	✓
T-Mobile					✓
United States Cellular Corporation				✓	
Verizon Wireless				✓	

*Source: [NC One Map FCC Broadband Data Collection](#)
map 3 version 8 as of April 2024



*Source: [FCC Antenna Structure Registration Search](#) as of June 2024

Note: The FCC Antenna Structure Registration Search is able to geographically display the physical locations for the structures that support the communities throughout the county. Broadband providers include Brightspeed, Charter Communications, Empower Broadband, Empower Telecom, NCREN, Openbroadband LLC, T-Mobile, United States Cellular Corporation, and Verizon Wireless.

Broadband Service in Warren County

Broadband service is defined based on the ability for continuous speeds above 100 Mbps download and 20 Mbps upload. The FCC collects self-reported speeds from Internet Service Providers (ISPs) which have been observed to be *advertised* speeds and not always the actual speed a customer receives. For this reason, the North Carolina Department of Information Technology (NCDIT) compared FCC data to the results from a state-wide survey that allowed community members to test the download and upload speeds at their home or business.

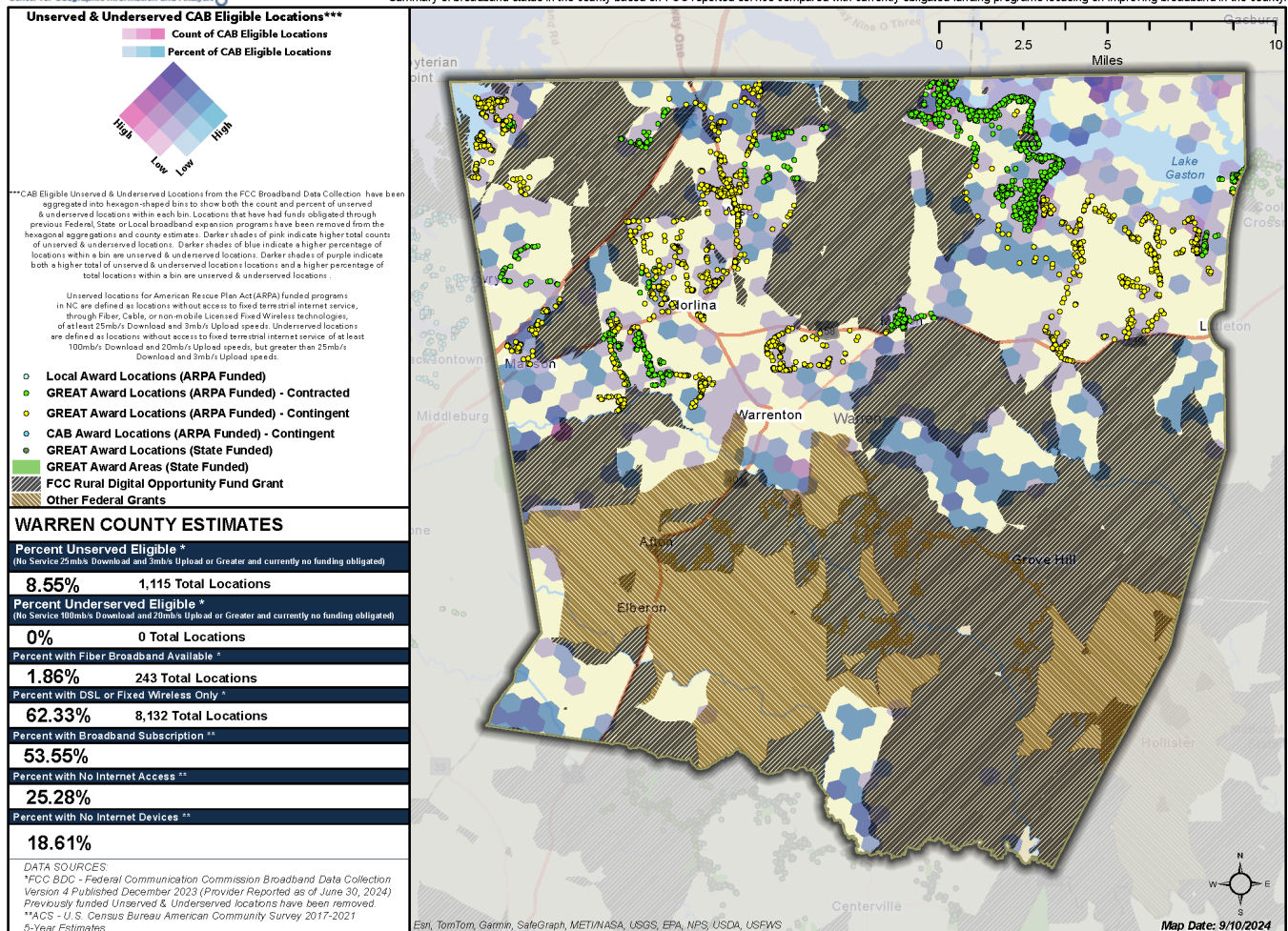
Broadband Service in Warren County

Unserved is defined as a location without service of 25 Mbps download and 3 Mbps upload speed or greater, and *Underserved* defined as a location without service of 100 Mbps download and 20 Mbps upload or greater. Warren County's Broadband Profile as of September 2024 reported 8.55% of county locations as unserved (approximately 1,115 locations) and 0% as underserved (approximately 0 locations). Warren County had 1.86% of locations with fiber (approximately 1243 locations) and 62.33% with DSL only (approximately 8,132 locations). The deployed survey highlighted the difference between FCC data and the actual speeds locations were reporting.

NC DIT
Center for Geographic Information and Analysis
NORTH CAROLINA
DEPARTMENT OF
INFORMATION
TECHNOLOGY

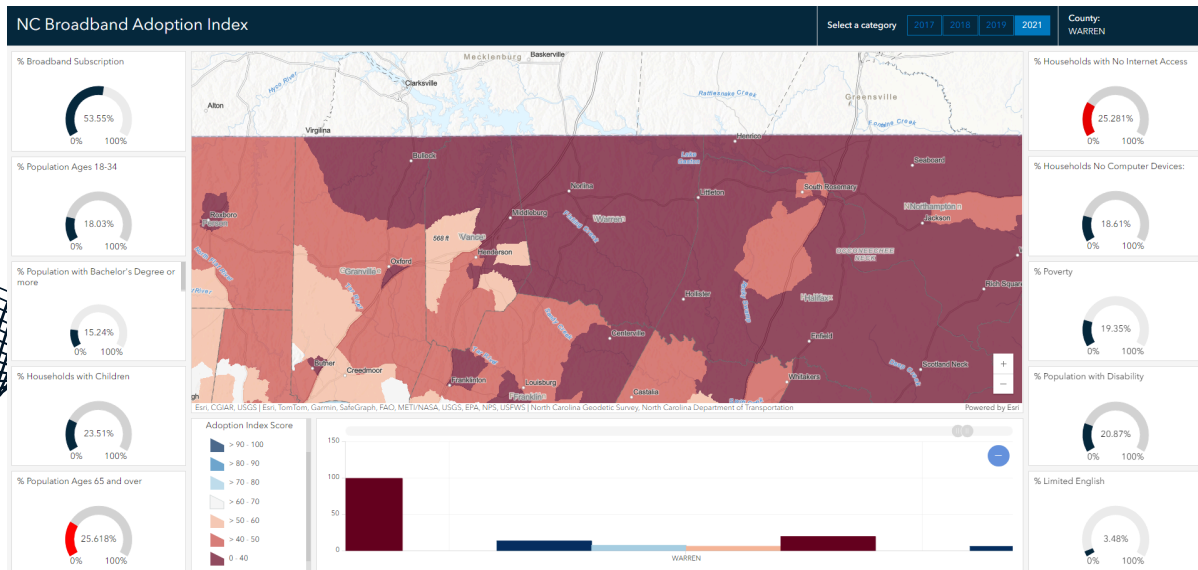
WARREN COUNTY BROADBAND PROFILE

Summary of broadband status in the county based on FCC reported service compared with currently obligated funding programs focusing on improving broadband in the county.



*Source: [NCDIT County Broadband Profile](#) September 2024

Broadband Service in Warren County



Source [NC Broadband Adoption Index](#) as of 2021

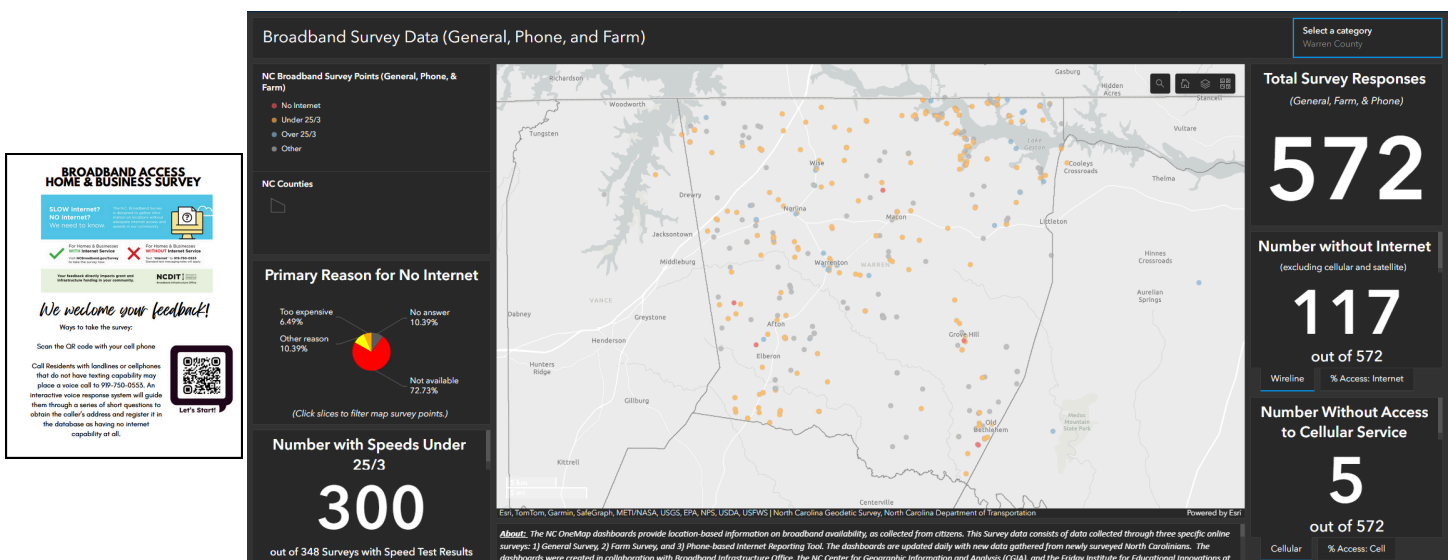
NCDIT created a Broadband Adoption Index using several variables. These variables are weighted according to research that result in the Broadband Adoption Index. As of 2021, 53.55% of locations have a broadband subscription, 18.03% of the population are ages 18-34, 15.24% of the population has at least a bachelor's degree, 23.51% of households have children, 25.618% of the population are aged 65 or older, 25.281% of households do not have access to internet, 18.61% of households do not have a computer, 19.35% of the population is in poverty, 20.87% of the population have a reported disability, and 3.48% of the population have limited English language communication skills. Warren County scored 20.1 out of 100 on the Broadband Adoption Index as of 2021.

2021	Warren:	2019-2021 Δ:	2017-2021 Δ:
% Broadband Subscription	53.55	8.25	11.67
% Pop. Ages 18-34	18.03	-0.44	-0.98
% Pop. with a bachelor's degree	15.24	-0.57	-0.52
% Households with children	23.51	0.11	-0.09
% Pop. Ages 65 and older	25.618	1.053	2.745
% Housholds without internet	25.281	-11.002	-14.942
% Households without computer	18.61	-4.47	-9.06
% Poverty	19.35	-0.44	-2.94
% Pop. with disability	20.87	2.8	1.18
% Limited English	3.48	2.82	2.9
<i>Adoption Index Score</i>	<i>20.1</i>	<i>13.4</i>	<i>6.1</i>

Analysis of the Warren County Adoption Index variables provides insight to the overall adoption within the community. From 2017 to 2021 there was an overall increase in the adoption index by 6.1%, and a 11.67% increase in broadband subscriptions in Warren County.

Broadband Survey Data

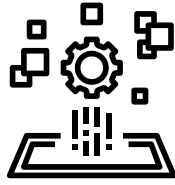
NCDIT partnered with the William & Ida Friday Institute for Educational Innovation at NC State University to administer surveys that collect information about North Carolinians' access to affordable, reliable high-speed internet and residents' digital equity needs. This information will be used to create and maintain state plans to connect all homes and businesses to adequate internet service, devices, and digital skills training options that meet the needs of all North Carolinians. The North Carolina Broadband Survey was designed to gather information on locations in the state without adequate internet access and speeds. The information gathered from the survey will provide clear data to guide investments of funds through the state's Growing Rural Economies with Access to Technology grant program, inform research and policy recommendations, and support strategic targeting of additional funding streams.



*Source: [NCDIT Broadband Survey](#) as of June 2024

NC Department of Information Technology (NCDIT) Broadband Survey Responses:

- Total Broadband Survey Responses: 572 as of June 2024
- 117 out of 572 locations reported not having internet
- 5 out of 572 reported no cellular service
- 300 locations reported speeds under 25 Mbps download and 3 Mbps upload
- 72.73% of the locations without internet shared that no internet was available
- 10.39% of the locations without internet shared another reason affected their access to internet
- 6.49% of the locations without internet shared the cost was too expensive
- 10.39% of the locations without internet did not provide an answer



Broadband Survey Data Review

The community reported their unique experiences with internet service in Warren County, with 310 individuals responding to the survey by August 13th, 2024. Review of survey data allowed for a more in-depth understanding of communities' needs.

Internet Access:

80% reported to have a home internet subscription service,
38% reported using a mobile data plan,
13% go somewhere else for internet access,
10% use a prepaid mobile data plan,
0% pick up free Wi-Fi outside,
0% do not use the internet, and
5% borrow a hotspot.

Barriers to access:

50% shared that internet is available, but does not work well enough for their needs,
25% said the cost was too expensive,
63% shared that internet is not available,
0% do not know how to use the internet,
0% do not have a digital device,
0% do not want internet at their home.
13% selected 'other' as their response.

The theme for several of the "other" responses included: "The digital divide is real with so many services going on the internet with many not having sufficient access." Another story from the community expressed: "The lack of internet access prevents me from working from home and working at home. Additionally, it discourages my adult children from visiting me because they cannot work remotely or use the computer to play video games that require a faster internet speed." Additionally, many of the "other" responses touch on satellite internet options; but, express a high cost associated with the service, most likely making this option cost-prohibitive for some residents. One response summed up their experience with satellite internet: "We use Starlink. It was expensive to purchase/get installed and is expensive each month. Connectivity is good."

Cost of service: There is generally a willingness to pay for internet service, regardless of how the service is delivered. The survey asked 36 individuals in Warren County what would be the highest amount they would pay per month for home internet subscription, with \$0 being the minimum and \$200 being the maximum. The average was \$71 with a standard deviation of \$34--meaning the main range in which people are willing to pay for internet service is between \$37-\$105. 36 Warren County residents reported how much they would be willing to pay for mobile internet subscription per month. The average was \$64 with a standard deviation of \$31--meaning the main range people are willing to pay is between \$33-95.

Language barrier: When English is not a community member's primary language, it can create additional barriers for them. Of the 31 people that responded to their primary language spoken 0% reported sometimes, not sure, or not being able to access public resources in their language choice. However, it is important that we recognize the voices not reflected in this survey and that we also anticipate changes in our communities demographics. The primary languages spoken in Warren County are English and Spanish. There is a small percentage of other languages present.

Digital Literacy & Skills Opportunities

88.57%

out of 35

felt very confident
turning on a
digital device

82.86%

out of 35

felt very confident
sending an email

27.78%

out of 36

did not feel confident
using word processing
software

28.57%

out of 35

did not feel confident
installing apps on
a device

31.7%

out of 35

did not feel confident
accessing online banking

33.33%

out of 33

did not feel confident
finding educational
content

37.15%

out of 35

did not feel confident
searching for or applying
for a job

37.14%

out of 35

did not feel confident
using video applications

41.18%

out of 34

did not feel confident
accessing or applying
for government services

45.71%

out of 35

did not feel confident
keep themselves
safe online

60.01%

out of 35

did not feel confident
protecting the privacy
of their personal data.

Services are available to support digital literacy & skills opportunities:

- Warren County Library System
- Warren County Cooperative Extension: Farmer support
- Warren County Senior Services
- Vance-Granville Community College
- NC Works Career Services Center

Digital Literacy & Skills Opportunities



DIGITAL LITERACY VISION: Warren County is a thriving, rural community with comprehensive broadband service, providing holistic digital literacy resources to residents that have universal access to devices suitable to their needs in order to spur and sustain creative, sustainable economic revitalization.

Warren County Schools Careers and Technical Education Department is committed to helping students prepare for bright futures after high school. Today, students need a broad education and 21st-century skills to ensure successful long-term careers. Fortunately, students no longer need to choose between the academic courses needed for college and a vocational or technical training program. The Career and Technical Education (CTE) courses offered by Warren County Schools allow students to combine both college preparation and real-world workforce skills development into one customized education program. CTE courses encourage students to explore and prepare for careers in engineering, construction, health and medical science, security, business, finance, marketing, entrepreneurship, and more.

<https://warrencareertech.org/>



www.instagram.com/warrencountyccte/



<https://www.facebook.com/ctewcs>

Kyte Learning emphasizes a "cafeteria learning" approach, allowing teachers to choose their learning path based on their individual needs, skill levels, and learning styles. This differentiated instruction model aims to cater to a wide range of educators, from tech novices to advanced users, providing them with the skills and ideas they need to enhance their teaching practices.

<https://kytelearning.com/>

Warren County Library System



Community Access: With one location and one [Smart Book Locker](#), you can access a vast collection of books, DVDs, audiobooks, magazines, newspapers, and online resources. The [NC Cardinal system](#) is how resource sharing is made possible.

- Early Literacy: Story Time programs and resources designed to prepare children for school through reading and learning activities. Check out our [upcoming events page](#).



Digital Literacy: One-to-one Tech Time is offered at the library where visitors can bring their own device (laptop, phone, or tablet) or use the desktop computers inside the library. STEM (Lego Day, NC Science Fest, Summer Reading, and our partnership with 4H) and STEAM (NC Kids Vote) programs are available on the upcoming events page as well. NC Kids Vote was a multi-series program that supported youth's understanding of the election process. Social Emotional Learning (SEL) programming is offered as well.



Learning Resources: Resources for homework help, life skills, career training, and STEAM education for kids and teens. Adult learners can access empowering programs and expert support. One-on-one career assistance with job searches, applications, and interview preparation to help you find employment in partnership with Vance-Granville Community College and NC Works. Access audiobooks, eBooks, and language learning tools for free, anytime.



Genealogy & Local History: Explore our Special Collection Room's [genealogy](#) and local history collection, both digital and physical, with tools like the Cultural Heritage Library and North Carolina State Archives available on public computers.



Food Literacy: The Charlie Cart Project, funded by Triangle North Healthcare Foundation, with a number of cooking demonstrations with a focus on developing better eating habits and a healthier lifestyle.



Strategic Planning: The Warren County Memorial Library received a Library Services and Technology Act grant, used to conduct a needs assessment survey, host focus groups, and development the new strategic plan.



Warren County Community Resources

Vance-Granville Community College: Vance-Granville Community College (VGCC) offers a digital literacy course. VGCC's Small Business Center provides specialized individual classes catering to specific needs within the community. <https://www.vgcc.edu/catalog/curriculum-programs/>

- Information Technology Program - Prepares students for entry-level positions in the IT industry with an Associate Degree, Diploma or specialized IT industry certifications.
 - Microsoft Office Specialist Certification
 - Microsoft Technology Associate Certification
 - IC3 Digital Literacy Certification
- Ed2Go Online Learning - Online learning courses for career readiness in multiple fields that prepare students for certification exams, such as Microsoft Office Specialist Expert certifications in Word, Excel, PowerPoint, Outlook, Access and many more. <https://www.vgcc.edu/coned/ed2go-online-learning/>

NC Work Career Center: NCWorks Career Centers offer a wide variety of career services to support job seekers and employers in the community. Visit your local NCWorks Career Center or schedule an appointment by contacting the local office. NCWorks Career Center staff are available to meet in person, over the phone and virtually. <https://www.ncworks.gov/>

North Carolina Digital Equity Plan: The state plan identified five barriers and needs:

- Access to and affordability of high-speed internet (100 Megabits per second download/20 Mbps upload.)
- Accessibility and inclusivity of online public resources.
- Digital Literacy
- Cybersecurity and privacy.
- Availability and affordability of devices and technical support.

<https://www.ncbroadband.gov/Digital-Equity-Plan>



Warren County Public Schools



<https://www.warrenk12nc.org/>

*Follow
-US-*



NC Career and Technical Education Course Management System (CMS) is a resource for North Carolina CTE that provides course, credential and pathway information.

<https://center.ncsu.edu/nccte-cms/>

Learning.com provides educators with solutions to prepare their students with critical digital skills. Web-based curriculum for grades K-12 engages students as they learn keyboarding, online safety, applied productivity tools, computational thinking, coding and more!

Gmetrix is an online platform that specializes in providing test preparation resources for a wide range of professional certifications. The company initially focused on Microsoft Office certifications but has since expanded to offer practice tests and training materials for numerous other certification programs. <https://www.gmetrix.com/>

Kyte Learning emphasizes a "cafeteria learning" approach, allowing teachers to choose their learning path based on their individual needs, skill levels, and learning styles. This differentiated instruction model aims to cater to a wide range of educators, from tech novices to advanced users, providing them with the skills and ideas they need to enhance their teaching practices.

<https://kytelearning.com/>

Google Workplace Suite Google's office suite of intelligent office and productivity apps. Google Workspace includes all of Google's familiar apps, such as Gmail, Calendar, Drive, Docs, Sheets, Slides, Meet, and more. workspace.google.com

Paxton Patterson Lab The ultimate career exploration to engage students in authentic problem-based learning experiences as they discover their interests and aptitudes. The learning systems engage students with problem-based, real-world technology. We empower students to discover their interests and aptitudes, along the pathway to post-secondary success. <https://www.paxtonpatterson.com/>

Qualtrics is a survey platform.

Warren County Schools provide 70" smart-panels in classrooms; laptops, Chromebooks, and iPads for students and teachers; as well as zSpace AR/VR to allow learners to manipulate objects in a 360 degree "screen breaking" experience using interactions that are simple and familiar; and Anatomage, an advanced 3D medical visualization technology that specializes in digitizing real human bodies into interactive, fully functional digital models.

Incorporated Areas in Warren County

Town of Warrenton

Tracing its origin to 1779, Warrenton was an early and progressive center of education for both men and women. Warrenton was the home of well-known builder Jacob Holt, who built Greek revival and Italianate style houses throughout the town and region. Today, over 300 structures survive and are listed in the National Register Historic District. Warrenton is also known as the Eastern Bluebird capital of North Carolina with the highest concentration of Eastern Bluebirds in the United States. Check out our local Rescue Group and order your own Bluebird house.



Town of Macon

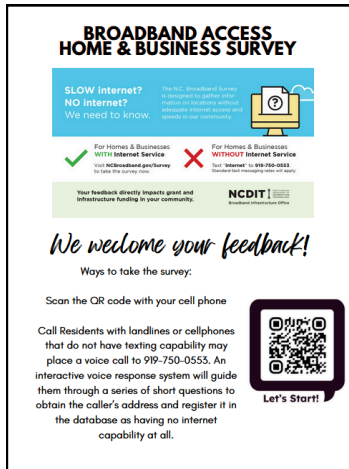
Macon was known as the Macon Depot in the early 1800's. The post office was established in 1839 and in the 1880s, the town became known as Macon. The name was changed in honor of Nathaniel Macon, a prominent county native who had three terms as Speaker of the U. S. House of Representatives and a U. S. Senator from 1815-1828. Macon is the smallest of the county's three incorporated towns with a population of 115. Macon is the birthplace of writer and professor at Duke University, Reynolds Price, and the setting of his 1986 novel, Kate Vaiden. Fannie Pennington, an activist, was also born and raised here.

Town of Norlina

In 1837, Norlina was called the Ridgeway Junction and the expanding railroad found it necessary to stop in this area for refueling and goods. In the 1860s, Norlina became known as the "Woodyard" and in the 1870s, the railroads merged to form the Seaboard & Raleigh Railroad. In 1900, the Seaboard Air Line Railway was established through a series of mergers and acquisitions and quickly grew from 1,110 miles to over 4,680 miles. In 1913, a group of local citizens made the town one square mile with the Depot used as the direct center of these boundaries. A petition was sent to the North Carolina General Assembly for charter and the town of Norlina was incorporated. Norlina is the largest town in Warren County with a population of 1,108.



Incorporated Areas in Warren County



Survey outreach was conducted through in-person events to support the statewide effort to better understand the needs of our community. Kerr-Tar Regional Council of Governments staff and AmeriCorp member attended the Eastern Bluebird Festival to speak with members of the community to encourage them to take the state survey. Some residents expressed that they did not have internet access. This prompted the local government support staff to tell folks about the phone number they could call to take the survey to share that information with the state. The survey was made available for multiple languages through the web application and supported English and Spanish versions through the phone prompted survey.



Warren County Public Wi-Fi

Public Wi-Fi access helps bridge the digital divide when schools, libraries, and government buildings share their internet with the public. Sites that offer public Wi-Fi are listed below.

At their discretion, businesses, churches, and other organizations in the county may also offer wi-fi to residents and visitors.

Warren County Government:

- Warren County Recreational Center
 - 840 US-158 BYP, Warrenton, NC 27589
- Warren County Memorial Library
 - 119 S Front St. Warrenton 27589

 = Public Wi-Fi available as of June 2024

Warren County K-12 Schools:

- Northside K8
 - 164 Elementary Ave, Norlina, NC 27563
- Warren New Technical High
 - 219 US-158 BYP, Warrenton, NC 27589
- Warren County Middle
 - 118 Campus Dr. Warrenton, NC 27589
- Warren County High
 - 149 Campus Dr. Warrenton, NC 27589
- Vaughan Elementary
 - 2936 US Hwy 158 E, Macon, NC 27551
- Haliwa-Saponi Tribal School
 - 130 Haliwa Saponi Trl. Hollister, NC 27844

Goal 1: Universal Access

Ensure universal access to affordable and reliable internet connectivity and digital resources for all residents and businesses in Warren County.

OBJECTIVES

- 1 Cultivate local partnerships to facilitate improved access to technology.

Metric: Demonstrate at least 10% increase in reliable internet access per year as estimated by NC One Broadband Map and resident survey data (see **Goal 7**, Objective 1)

- 2 Explore the possibility of local initiatives or partnerships to provide awards or grants to low-income households and small businesses.

Metric: Identify and pursue at least two funding sources per year; empower local digital literacy task-force to manage funding.

Goal Partners:

Warren County Community & Economic Development
 Warren County Grants and Contracts Administrator
 Warren County Schools
 Warren County Memorial Library
 Local Faith Community
 Local Community Development Non-profit Groups

Alignment:

Warren County Comprehensive Plan: IS 1.1 & ED 3:6
 Kerr-Tar CEDS: Promote Small Business/Entrepreneurial Development & Engage in Labor Force Enhancements
 NC Digital Equity Plan: Strategy 1, 2, & 3

Goal 2: Digital Literacy Education

Increase digital literacy rates among residents of all ages, with a focus on fundamental skills such as device operation, internet safety, and effective use of digital tools and resources.

OBJECTIVES

- 1 Partner with local schools, libraries, community colleges, and businesses to create and host regular workshops and classes, both in person and in and on-demand format, on device care, cybersecurity, and effective use of digital resources.

Metric: At least four workshops and/or classes and at least two online tutorials are offered to Warren County residents in the first year.

- 2 Encourage businesses to offer digital literacy training to their employees and support community initiative aimed at enhancing digital self-sufficiency.

Metric: Provide resources to encourage and facilitate trainings to at least 10 businesses in the first year.

Goal Partners:

Warren County Community & Economic Development
 Warren County Memorial Library
 Local Business Community
 Warren County Schools & Vance Granville Community College

Alignment:

Warren County Comprehensive Plan: ED 3:6, 7
 Kerr-Tar CEDS: Promote Small Business/Entrepreneurial Development & Engage in Labor Force Enhancements
 NC Digital Equity Plan: Strategy 3

Goal 3: Enhance Cybersecurity

Build community resilience against cybersecurity threats and online risks through educational programming and support to residents and businesses on cybersecurity best practices and safe digital behaviors.

OBJECTIVES

- 1 Host free, online or in-person Cybersecurity Awareness Workshops for residents and businesses on topics such as recognizing phishing emails, creating strong passwords, and securing home and/or business networks.

Metric: Four workshops in the first year; target attendance of 15 participants per session.

- 2 Collaborate with local schools and the library to provide cybersecurity resource handouts and/or short training sessions integrated with their existing technology programs.

Metric: Track participation with a goal of engaging 100 residents in the first year.

Goal Partners:

Warren County Community & Economic Development
Warren County Memorial Library
Warren County Schools & Vance Granville Community College

Alignment:

Warren County Comprehensive Plan: ED 3:6, 7
Kerr-Tar CEDS: Promote Small Business/Entrepreneurial Development & Engage in Labor Force Enhancements
NC Digital Equity Plan: Strategy 4

Goal 4: Equity and Inclusion

Promote equity and inclusion in access to digital resources and opportunities, with a focus on addressing the unique needs of historically marginalized and underserved populations.

OBJECTIVES

- 1 Partner with local faith community and fire departments to host community listening sessions to gather input on specific digital access barriers faced by historically marginalized populations.

Metric: Host at least three sessions in the first six months and record participant attendance and actionable insights collected.

- 2 Organize pop-up digital resource clinics to provide information on affordable internet programs and offer hands-on guidance for accessing digital tools.

Metric: Host at least two events in the first six months; record participant attendance and resources provided.

Goal Partners:

Warren County Community & Economic Development
 Warren County Memorial Library
 Warren County Schools & Vance Granville Community College
 Local Faith Community
 Warren County Volunteer Fire Departments

Alignment:

Warren County Comprehensive Plan: ED 3:6, 7
 Kerr-Tar CEDS: Promote Small Business/Entrepreneurial Development & Engage in Labor Force Enhancements
 NC Digital Equity Plan: Strategy 1, 2, 3, & 5

Goal 5: Digital Marketplace

Equip local businesses with the digital tools and skills needed to thrive in the digital economy, thus promoting business resiliency, growth, and competitiveness in the modern marketplace.

OBJECTIVES

- 1 Create and distribute a downloadable toolkit that outlines options for free or discounted software tools (e.g. website creation, e-commerce, and customer relationship management), marketing tools (e.g. Canva), and online tutorials (e.g. Small Business Administration) for local entrepreneurs.

Metric: At least 150 downloads in first 6 months.

- 2 Facilitate a Peer-to-Peer Mentorship Program for business technology adoption that leverages the knowledge of local business owners who have successfully adopted digital tools to assist newer or less tech-savvy businesses.

Metric: Host at least four events in the first year, with 30 total participants in that time.

Goal Partners:

Warren County Community & Economic Development
Warren County Memorial Library
Local Small Business Community

Alignment:

Warren County Comprehensive Plan: IS 1:1 & ED 3:6, 7
Kerr-Tar CEDS: Promote Small Business/Entrepreneurial Development, Engage in Labor Force Enhancements, & Promote Niche Economic Development Strategies
NC Digital Equity Plan: Strategy 1, 3, 4, & 5

Goal 6: Modernization

Facilitate the modernization and digitization of services in local government, healthcare, education, and business sectors to improve efficiency, accessibility, and user experience.

OBJECTIVES

- 1 Conduct a Digital Needs Assessment survey across government, healthcare, education, and business sectors to identify key areas for digitization and modernization to target efficient future modernization efforts.

Metric: Survey at least 50% of stakeholders in local government, healthcare, education, and business sectors within the first quarter, with a goal to collect responses from at least 30 stakeholders. Deliver a summary report of findings and prioritized recommendations to stakeholders within six weeks of survey completion.

- 2 Form a Local Digital Support task force or advisory group with representatives from government, healthcare, education, and business sectors to provide guidance, share best practices, and oversee progress on digitization projects.

Metric: Conduct quarterly meetings with at least one participant from the above sectors at each event; empower this group to produce actionable recommendations for future digitization efforts.

Goal 6: Modernization

Facilitate the modernization and digitization of services in local government, healthcare, education, and business sectors to improve efficiency, accessibility, and user experience.

Goal Partners:

Warren County Government
Warren County Community & Economic Development
Warren County Memorial Library
Warren County Schools and Vance Granville Community College
Local Small Business Community

Alignment:

Warren County Comprehensive Plan: IS 1:1 & ED 3:6, 7
Kerr-Tar CEDS: Promote Small Business/Entrepreneurial Development, Engage in Labor Force Enhancements, & Promote Niche Economic Development Strategies
NC Digital Equity Plan: Strategy 1, 3, 4, & 5

Goal 7: Evaluation and Monitoring

Establish mechanisms for ongoing evaluation and monitoring of digital literacy initiatives, collecting feedback from stakeholders and measuring the impact of efforts to inform future strategies

OBJECTIVES

- 1 Develop and distribute a digital feedback form to participants of all digital literacy initiatives to collect valuable insights from participants on program effectiveness and potential areas for improvement.

Metric: Create and publish feedback form within the first quarter and achieve a response rate of at least 50% from program participants.

- 2 Establish a small advisory committee of 5-7 key stakeholders (e.g., educators, community leaders, program participants) by end of the first quarter to provide ongoing guidance and feedback on digital literacy initiatives (see also **Goal 6**, Objective 3)

Metric: Host biannual meetings with at least 75% attendance, with at least two actionable insights shared per meeting.

Goal Partners:

Warren County Community & Economic Development

Warren County Memorial Library

Warren County Schools and Vance Granville Community College

Alignment:

Warren County Comprehensive Plan: ED 3:6, 7

Kerr-Tar CEDS: Promote Small Business/Entrepreneurial Development & Engage in Labor Force Enhancements

NC Digital Equity Plan: Strategy 2 3, 4, & 5

Building Infrastructure for Success

Continuing the work of the Warren County Digital Inclusion Plan will require a cross-community collaboration among the public, non-profit, and private sectors. Perhaps one of the most critical elements to continuing digital inclusion work is the infrastructure buildout that is already taking place across Warren County. Warren County has already been building a strong partnership with the NC Department of Information Technology, as well as the internet service providers that have received federal and state funding to build out infrastructure in Warren County.

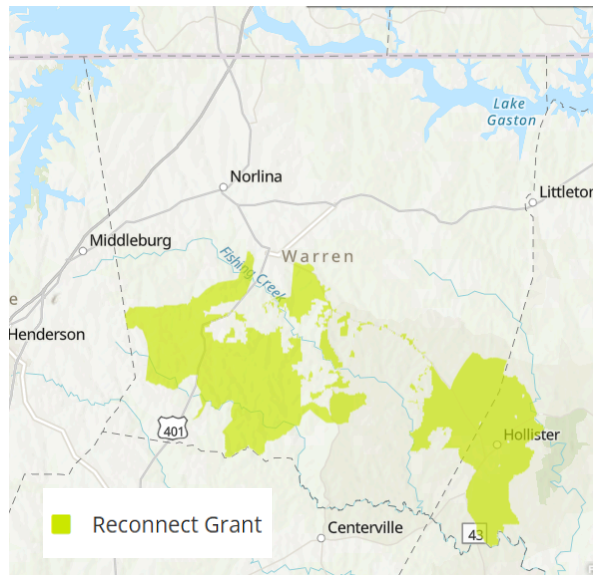
ReConnect Program – USDA

Awarded to: AccessOn Networks Inc.

Amount: \$17.5 million

Award Date: October 27, 2022

These funds will connect thousands of people, 100 businesses, 76 farms and 22 educational facilities to high-speed internet in Halifax and Warren counties in North Carolina. The company will make high-speed internet service affordable by participating in the Federal Communications Commission's (FCC) Lifeline and Affordable Connectivity Programs. This project will serve socially vulnerable communities in Halifax and Warren counties and people in the Haliwa-Saponi Tribal Statistical Area.



Source: <https://www.usda.gov/article/biden-harris-administration-provides-759-million-bring-high-speed-internet-access-communities-across>

Building Infrastructure for Success

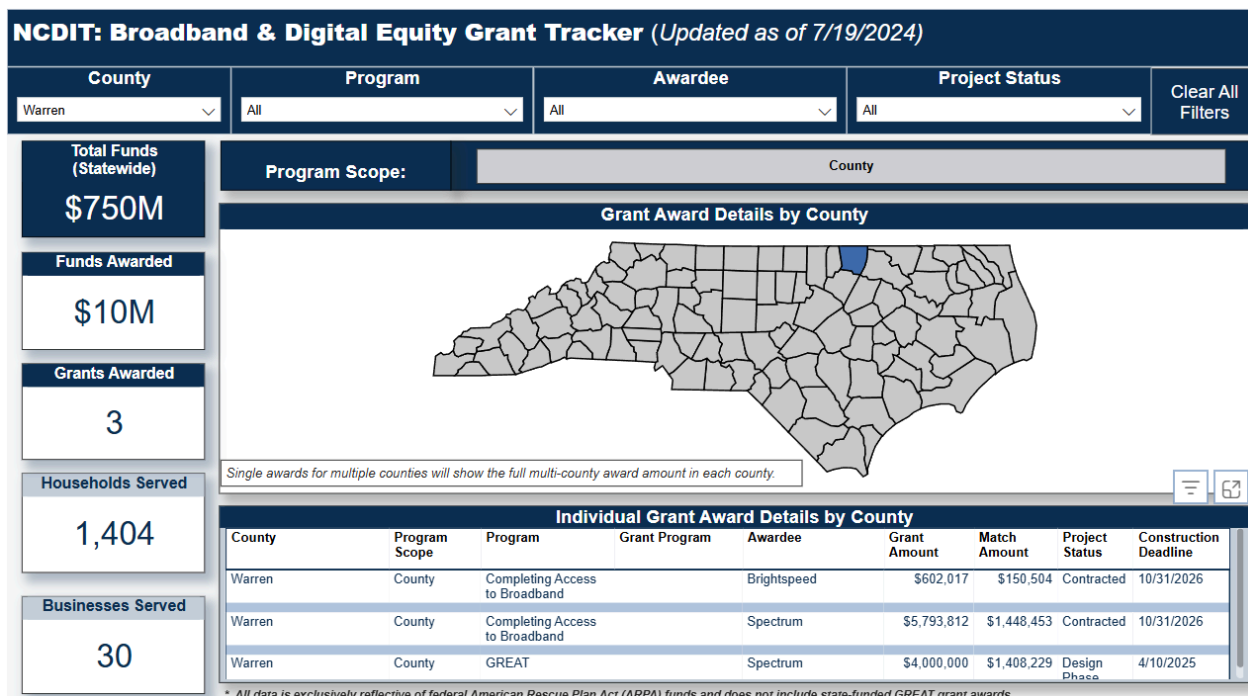
Rural Digital Opportunity Fund – FCC

Awarded to: Spectrum

Award date: 2021

The company's RDOF expansion will provide broadband access to 1.3 million customer locations across 24 states in the coming years.

Spectrum's newly constructed fiber-optic network buildout in Warren County is part of the company's approximately \$5 billion Rural Digital Opportunity Fund-related investment in unserved rural communities. Spectrum has also won more than \$700 million in state broadband expansion subsidies, which, combined with Spectrum investment, will connect another 300,000 homes and small businesses.



*Source: [County Dashboard Awards](#) as of July 2024

The dashboard above shows the total funds awarded across the state as well as the funds awarded by county, details and status of each award, and households and businesses served. Not all counties will display state-awarded funding; they either were not eligible for the GREAT grant or Completing Access to Broadband program or pursued projects independent of NCDIT grants.

Building Infrastructure for Success

GREAT Grant – NCDIT

Awarded to: Spectrum Southeast, LLC

Award amount: \$4,000,000 (Spectrum match: \$1,408,229)

Award date: August 31, 2022

The GREAT grant program helps to bring high-speed internet to thousands of North Carolinians, businesses and farms in the most rural and remote areas of the state. These state-funded grants are available to private broadband service providers and are designed to connect these areas with broadband as quickly as possible. This award provides broadband services to approximately 1,434 households and businesses in the county.

Awarded to: Brightspeed

Award amount: \$1,196,488.00 (Brightspeed match: \$512,780.40)

Award Date: July 6, 2023

In a second round of GREAT funding, Brightspeed was awarded for Warren County. Construction deadline for this project is 8/8/2026.

Digital Champions Program – NCDIT

Awarded to: HubZone Technology Initiative (HTI)

Award amount: \$600,000

Award date: July 12, 2024

Counties supported: Durham, Edgecombe, Franklin, Granville, Greene, Halifax, Hertford, Martin, Nash, Northampton, Person, Vance, Wake, **Warren**, and Wilson

The Digital Champion grant program awarded more than \$30 million to community service, nonprofit, higher education and regional organizations to expand digital equity to North Carolinians. HTI will use funding to develop and/or expand digital equity programming and address at least one of the following elements of digital inclusion: affordability of reliable high-speed internet; provision of internet-enabled devices (computer, laptops, etc.) that meet users' needs; access to digital literacy and skills training; quality technical support; or applications and online content designed to increase accessibility and inclusivity.

Building Infrastructure for Success

Completing Access to Broadband (CAB)

NCDIT

Awarded to: Spectrum Southeast, LLC & Brightspeed

Total Project Cost: \$7,242,265.00 (County match: \$362,113.25)

Award date: July 1, 2024

Awarded to: Connect Holding II, LLC. (Brightspeed)

Total Project Cost: \$752,521.00 (County match: \$362,113.25)

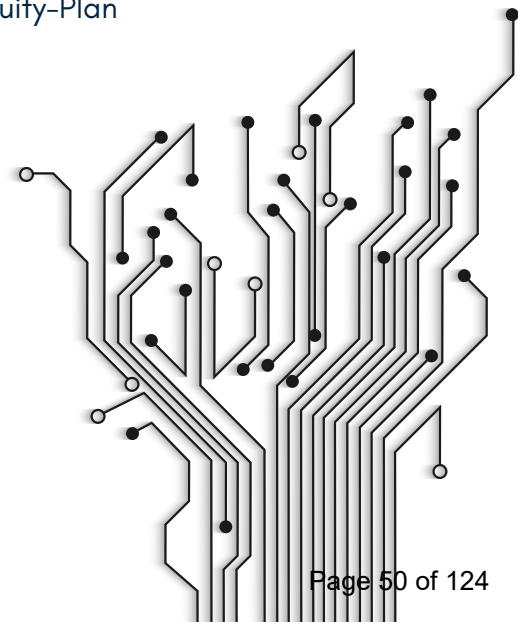
Funding originating from American Rescue Plan Act (ARPA) funding, requiring matching investments from counties and selected broadband providers to deploy crucial last-mile broadband infrastructure to serve the remaining unserved/underserved areas in North Carolina.

NOTE: Late in 2024, this round of funding, affected by actions in the NC Legislature, removed the county's requirement to match funding, thus reducing the anticipated funding from an expected \$8 million to \$3,350,000.



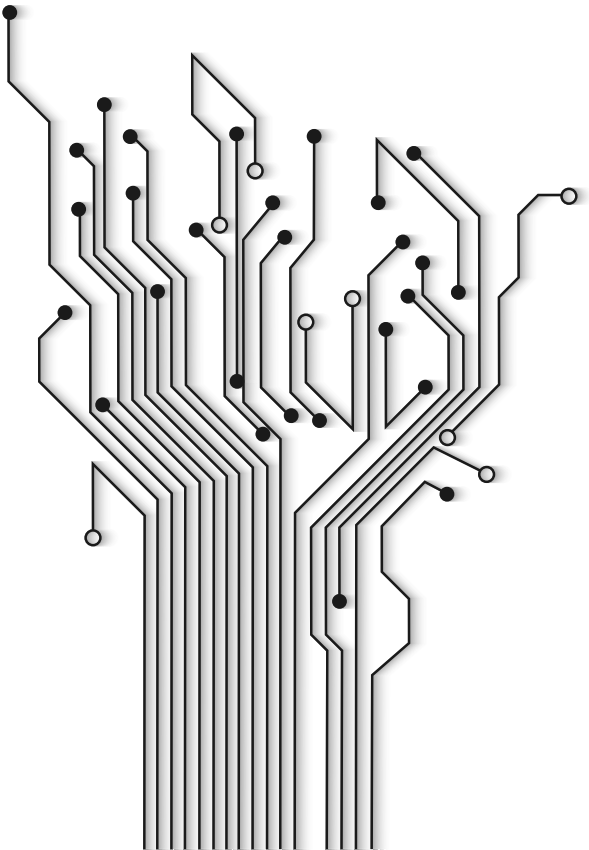
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www.ncbroadband.gov/surveys/digital-equity-survey
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To: Warren County Board of Commissioners

Through: Crystal Smith, County Manager

From: Michael Hawkins, Chair of the Warren County Tourism Development Authority (TDA)

Re: Creating a part-time tourism manager position funded by occupancy tax revenues

Background

From July through November 2024, Warren County has collected \$114,696 in occupancy tax revenues. At their December board meeting, the TDA board discussed funding a dedicated staff person to oversee tourism efforts funded by occupancy tax revenues. TDA board members determined that it is best for this position to be a part-time rather than a full-time position (at this time) until the county can collect a full year or more of financial data. The board discussed a 25-hour per week position that would be housed on the Warren County Community and Economic Development team. The TDA board is a volunteer board of appointed members, and while this board was established to oversee the expenditure of the occupancy tax revenue collected across the county, board members discussed that they are not best positioned to oversee staff daily. The recommendation is that this position be placed on the community and economic development team for personnel oversight with direction from the TDA chair and board members as to how revenues are spent. As an economic development tool for the county, tourism efforts have historically been managed by the economic development team, and the TDA board feels that it is an appropriate strategy to continue to move forward tourism efforts within the county's larger economic development team.

On June 3, 2024, the Warren County Board of Commissioners unanimously voted to implement a 5% occupancy tax on short-term lodgings in Warren County effective July 1, 2024. Counties that levy an occupancy tax are required to establish a tourism development authority (TDA). The TDA board is the sole entity responsible for spending the occupancy tax revenue. Members of the TDA board are appointed by the Warren County Board of Commissioners. The resolution includes the following requirements: 1). The Authority shall expend the net proceeds of the 5% occupancy tax to promote travel and tourism and for tourism-related expenditures, as these terms are defined in N.C.S.L. 2023-144, SENATE BILL 154, Part 13.1.(c), and 2). The Authority shall report quarterly and at the close of the fiscal year to the Warren County Board of Commissioners on its receipts and expenditures for the preceding quarter and for the year in such detail as the Board of Commissioners may require.

Fiscal Impact

The is no fiscal impact to the general operating fund of Warren County in this recommendation. This position is recommended to be funded by occupancy tax revenues.

Warren County part-time positions are not contract positions. Part-time employees will get a W2; part-time employees do not get health insurance benefits. They do contribute to the retirement system. Part-time employees are still “at will”; there is no probation period. Part-time employees are either part-time permanent (1,000 hours+ per year) or part-time (under 1,000 hours per year). Part-time permanent positions are eligible for the county’s salary progression process, as well as any cost-of-living adjustments that employees get. These costs would be funded through occupancy tax revenues.

Because part-time permanent positions are “at will”, this position would be advertised as at the will of the TDA board. Should the TDA board decide to stop funding a staff position, this role will not be guaranteed to be funded by the county’s general fund budget.

Recommendation

At their December 2024 meeting, the Warren County Tourism Development Authority unanimously voted to recommend to the Warren County Board of Commissioners that a part-time permanent position of a tourism manager be created under the Warren County Community and Economic Development department and funded by occupancy tax revenues.

The TDA board will meet on January 7, 2025, in a special meeting to finalize the proposed job description for this role, working to incorporate feedback from county leadership. While the TDA board would welcome approval at the January 6, 2025, Warren County Board of Commissioners meeting, the TDA can also bring this item back for approval at the board’s February meeting. The goal is that the TDA board will be able to post the position, interview, and hire for the role before the county’s tourism season starts.

TOURISM MANAGER (PART TIME) – COMMUNITY AND ECONOMIC DEVELOPMENT

DRAFT

GENERAL DEFINITION OF WORK:

The Warren County Tourism Manager's role is to create and manage a comprehensive program of tourism development and promotion for Warren County. The primary responsibility of the Tourism Manager is to grow tourism-related revenues in Warren County through the effective use of strategic planning, leadership skills, community assets, industry knowledge and relationships, and evolving tourism practices.

Supervision Received: Work is performed under the general supervision of the Community and Economic Development Director. Work is solely funded by Warren County occupancy tax revenues and performed under the guidance of the Warren County Tourism Development Authority in accordance with local and state resolutions and legislation.

Work Hours: This role will work up to 25 hours per week, not to exceed 100 hours per month. Remote work is possible in a hybrid work environment at the discretion of the supervisor with approval by the county manager (per county policy). Work will routinely be performed in the Monday-Friday 8:30am-5pm timeframe. Some work may require attendance at evening and weekend events.

Hiring Range: This position will be hired in the range of \$25-\$35/hour. Wage determination will be based upon level of experience and at the sole discretion of the Warren County Tourism Development Authority board.

At Will: This position is funded at the will of the TDA board. Should the TDA board decide to stop funding a staff position, this role will not be guaranteed to be funded by the county's general fund budget.

ESSENTIAL FUNCTIONS/TYPICAL TASKS:

Oversees the county's tourism efforts and assists the Warren County Tourism Development Authority with executing their goals regarding the expenditure of occupancy tax revenue

(These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.)

- Evaluates, develops and standardizes procedures and methods to improve the efficiency and effectiveness of the current county tourism related programs, projects and activities; as needed, develops new strategies, programs, and policies that promote responsible tourism, effectively manage tourism impacts, and stimulate economic development through tourism.
- Oversees the county's occupancy tax revenue; works with assigned finance office staff to identify remittance delinquencies and make recommendations for collections and liens to be made and carried out in accordance with county procedures.
- Serves as the staff liaison to the Warren County Tourism Development Authority (TDA) board and attends all related meetings.
- Prepares and delivers tourist center information.
- Produces promotional materials and displays.
- Oversees and updates the county's tourism website.
- Researches, writes, and administers grants that advance the mission of the Warren County Tourism Development Authority (TDA).
- Updates the county's VisitNC Farms app.
- Composes, prepares and analyses staff reports and presentation materials; makes verbal and written presentations to community organizations, county staff, county and town governing boards and economic development advisory boards, and the planning board; attends meetings of these boards as needed.
- Participates in the development of the TDA's annual budget and work plan.
- Oversees county tourism-related social media accounts to increase followers, tracking statistics and implementing market strategies for social media accounts
- Establishes positive working relationships with representatives of community tourism focused organizations/stakeholders, state/local agencies and associations, county management, fellow staff, tourism business owners and staff, and the public.
- Attending meetings, seminars, conventions and workshops related to tourism, marketing, economic development and best practices.
- Performs other related duties as required and necessary for the successful performance of this position.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of the local community and region is preferred; ability to research and understand tourism, marketing, and economic development concepts and practices; ability to research and understand local, state, and federal laws related to tourism and economic development; ability to research and understand concepts and laws related to land use and planning and zoning; must be a team player willing to take on tasks aligned with the strategic vision of Warren County and the Community and Economic Development Office; punctual and reliable; effective communicator with both public speaking skills and written skills; can work independently with minimal direction; values rural communities and are community-oriented with great inter-personal skills; eager to serve the greater public, including a diversity

of backgrounds and lifestyles; pragmatic and logical, but also excited by innovation and thinking outside of the box.

EDUCATION AND EXPERIENCE:

Preference is for a candidate to have graduated from an accredited four-year college or university and have at least two years of work experience related to this role. There is a desire for a degree in marketing. There is a desire for a candidate that has previously worked in local government. Open to considering other combinations of education and experience.

PHYSICAL REQUIREMENTS:

Ability to lift and carry up to 25 pounds. Vocal communication is required for expressing or exchanging ideas by means of the spoken word, and conveying detailed or important instructions to others accurately; hearing is required to perceive information at normal spoken word levels, and to receive detailed information through oral communications and/or to make fine distinctions in sound; visual acuity is required for preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, operation of machines, operation of motor vehicles or equipment, determining the accuracy and thoroughness of work, and observing general surroundings and activities; the worker is subject to inside and outside environmental conditions, and atmospheric conditions.

SPECIAL REQUIREMENTS:

Possession of an appropriate driver's license valid in the State of North Carolina; considerable knowledge of word processing and the Microsoft Office Suite; considerable knowledge of social media platforms.

January 6, 2025

Solid Waste/Buildings & Grounds Divisions
Warren County Public Works
712 US Highway 158 Business West
Warrenton, NC 27589

Attention: Marshall Brothers, Public Works Director

Re: **Structural Investigation
Warren County Jail
201 East Macon Street
Warrenton, NC 27589**

Dear Mr. Brothers:

Bennett & Pless (B&P) conducted a site investigation of the Warren County Jail located at the referenced address. The original two-story structure was constructed in the mid-to late 1800's. For clarity, all directional references (e.g., left, right, rear) in this report are based on the perspective of an observer standing and facing the front of the building.

Background:

Based on our assessment, it appears that two additions were made to the original two story building (Photos 1 through 3): 1) a two-story addition at the rear, with a stair tower enclosure positioned between the original building and the addition (Photos 2 through 4); 2) a one-story brick building built in 1947 is located on the left side of the original structure (Photos 3, 5 & 6).

The exterior perimeter walls of the original building are constructed with stone boulders. The front section of the original building houses office spaces, with floors and the roof constructed with wood framing. In contrast, the rear portion of the original building is designated for jail cells, with both the roof and floors constructed of concrete.

Due to safety concerns related to collapsed roofs and floors, we were unable to access certain interior areas of the buildings. In addition, access to the crawl space at the front of the original building, as well as the roofs of all buildings, was not accesible. Please note that the electrical, HVAC, and plumbing systems are beyond the scope of this report and are not included.

Field Observations:

Exterior:

The exterior of the original building appears to be constructed with stone boulders (Photo 7), finished with a concrete surface (Photo 8). The exterior paint, along with the concrete and brick surfaces, shows signs of deterioration, including cracking and chipping at several locations (Photos 9 through 18). The steps on the left side have been displaced (Photo 19), and a large crack is visible down the center of the front porch (Photo 20), in addition to the front steps being in disrepair. Wood rot was also observed where the wood trim is exposed on the front porch

(Photos 21 through 27). The condition of the porch roof framing is currently unknown since it was not exposed. The rear metal steps are in good condition, exhibiting only surface rust and peeling paint (Photo 28). The roof of the addition on the left side showed evidence of wood decay on the fascia and ceiling (photos 29 to 32). The exterior windows (Photos 33 & 34) and doors (Photos 35 & 36) are in fair to poor condition; the metal windows display surface rust, while the wood windows and doors show signs of wood rot or are missing entirely.

Interior – Original Building – Front:

This area of the original building was used as office space on both the first and second floors. The front half of the building is framed with wood. Over time, multiple roof leaks have caused the roof framing to deteriorate, resulting in roof collapse in some areas. The water intrusion has also led to the rotting of the floor framing, causing some wood floors to collapse. In areas unaffected by water intrusion, the building appears to be in fair condition. However, due to the significant moisture present, there is a possibility of mold growth in the wall, floor or roof framing. Please refer to Photos 37 through 54.

Interior – Original Building – Rear:

This section of the original building, constructed with concrete walls, floors, and roof, was originally used for jail cells, with two cells located upstairs and two downstairs. Currently, there is no access between the front and rear sections of the original building. During our inspection, no cracks were observed in the accessible areas. However, the rooms and hallways are small, and certain spaces are cluttered with boxes and debris, which limited the ability to conduct a thorough assessment. Additionally, the paint on all surfaces throughout this area is peeling. Please refer to Photos 55 through 66.

Interior – Rear Addition:

The addition at the rear of the original building includes a set of stairs and six jail cells. It is constructed with concrete floors and roof, and brick walls. During our inspection, no cracks were observed in the accessible areas. However, the rooms and hallways are small, and some spaces are cluttered with boxes and debris, which impeded a comprehensive assessment. Additionally, the paint on all surfaces throughout this area is peeling. Please refer to Photos 67 through 80 for further details.

Interior – 1947 Addition:

The addition to the left of the original building was designed for office space. The structure features brick walls, a slab-on-grade floor, and a wood-framed roof. Roof leaks have caused wood rot in the roof framing, leading to partial roof collapse. It appears that the walls are constructed with drywall and furring strips over a masonry exterior wall. Please refer to Photos 81 through 86 for further details.

Repair Recommendations:

Exterior:

The original stone boulder walls of the building are in good condition, with no significant cracks, and remain straight and plumb, showing no signs of leaning. However, it is recommended to remove and replace any loose surface concrete on the exterior walls. The peeling paint on the walls and rust on the metal steps, doors and windows should be addressed, followed by

repainting. The wood rot on the front porch and the left-side addition roof should be either repaired or replaced. Additionally, the damaged wood doors and windows should be repaired or replaced as necessary. Finally, the concrete front porch and steps should be either repaired or completely replaced.

Interior – Original Building – Front:

The front half of the original building, constructed with wood framing, has sustained significant damage. The collapsed roof and floor framing should be completely removed and replaced with new framing that meets current building codes. While some areas are in fair condition, there is a possibility of mold within the wall/ceiling/floor cavities. Therefore, I recommend removing the coverings at key locations to inspect for mold.

Interior – Original Building – Rear:

The rear half of the original building, constructed with concrete floors and roof, is structurally sound, showing no major cracks, exposed reinforcing, or other issues. However, the paint is peeling throughout the entire space and should be addressed. Additionally, the boxes and debris should be removed to facilitate a more thorough inspection and improve the overall condition of the area.

Interior – Rear Addition:

The rear addition is also structurally in good condition. Similar to the original building, the peeling paint should be repaired, and the trash should be removed. The interior two-story metal stairs are in good shape, but the surface rust should be removed and repainted. Additionally, access to the roof in this area should be addressed.

Interior – 1947 Addition:

The wood-framed roof in this addition has collapsed in some areas. The damaged roof should be removed and replaced. While the masonry walls appear to be in good condition, the furring strips and drywall should be replaced.

Conclusion:

Renovating older buildings can be challenging due to factors such as limited information on the strength of existing materials and differences between historical construction practices and modern building codes. Current codes allow existing building elements to remain "as-built" unless modified, in which case they must be checked against current building codes.

Since engineers may lack accurate data on materials like concrete strength, hidden reinforcement, or wood material strength, conservative assumptions are often made, which may underestimate actual strength. While "like-for-like" repairs are reasonable, modifications—such as enlarging door openings, relocating walls, or adding weight—can trigger code requirements for modern standards. In these cases, calculations often show that the proposed changes don't meet current standards, necessitating the complete replacement of the affected building elements.

Photo #1 – Building Front



Photo #2 – Right Side



Photo #3 – Left Side



Photo #4 – Building Rear



Photo #5 – 1947 Addition Rear



Photo #6 – 1947 Addition Front



Photo #7 – Stone Boulders 	Photo #8 – Concrete Finish 
Photo #9 – Left Side Concrete Cracks 	Photo #10 – Left Side Concrete Cracks 
Photo #11 – Left Side Concrete Cracks 	Photo #12 – Right Side Spalling Concrete 

Photo #13 – Right Side Concrete Cracks 	Photo #14 – Right Side Concrete Patch 
Photo #15 – Right Side Paint Peeling 	Photo #16 – Right Side Spalling Concrete 
Photo #17 – Right Side Concrete Cracks 	Photo #18 – Rear Brick Cracks 

Photo #19 – Steps Displaced 	Photo #20 – Front Porch/Steps Crack 
Photo #21 – Front Porch Wood Rot 	Photo #22 – Front Porch Wood Rot 
Photo #23 – Front Porch Wood Rot 	Photo #24 – Front Porch Wood Rot 

Photo #25 – Front Porch Wood Rot 	Photo #26 – Front Porch Wood Rot 
Photo #27 – Front Porch Wood Rot 	Photo #28 – Rear Metal Steps 
Photo #29 – Side Entry Wood Rot 	Photo #30 – Side Entry Wood Rot 

Photo #31 – Side Entry Wood Rot



Photo #32 – Side Entry Wood



Photo #33 – Metal Window



Photo #34 – Wood Window



Photo #35 – Metal Door



Photo #36 – Wood Door



Photo #37 – Collapsed Ceiling & Floor 	Photo #38 – Collapsed Ceiling 
Photo #39 – Front Left Room 	Photo #40 – Front Left Room 
Photo #41 – Front Hallway 	Photo #42 – Front Stairway 

Photo #43 – Hallway Bathroom



Photo #44 – Collapsed Ceiling & Floor



Photo #45 – Collapsed Ceiling & Floor



Photo #46 – Collapsed Ceiling & Floor



Photo #47 – Collapsed Ceiling



Photo #48 – Collapsed Ceiling





Photo #55 – Front Jail Cell



Photo #56 – Front Jail Cell



Photo #57 – Front Jail Cell



Photo #58 – Front Jail Hallway



Photo #59 – Front Mech Room



Photo #60 – Front Jail Cell



Photo #61 – Front Jail Cell



Photo #62 – Front Jail Cell



Photo #63 – Front Jail Cell



Photo #64 – Front Jail Cell



Photo #65 – Front Jail Cell



Photo #66 – Front Jail Cell



Photo #67 – Exposed Concrete Rebar



Photo #68 – Stairs at Center



Photo #69 – Stairs at Center



Photo #70 – Hallway at Stairway



Photo #71 – Center Jail Cell



Photo #72 – Rear Jail Cell



Photo #73 – Rear Jail Cell



Photo #74 – Rear Jail Cell



Photo #75 – Rear Jail Cell



Photo #76 – Rear Jail Cell

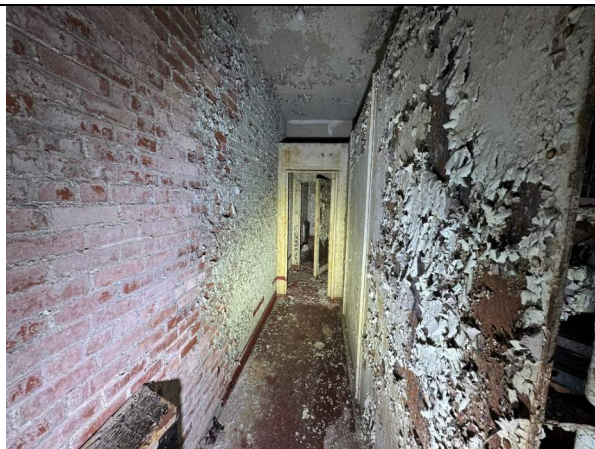


Photo #77 – Rear Jail Cell



Photo #78 – Rear Jail Cell



Photo #79 – Rear Jail Cell



Photo #80 – Rear Jail Cell



Photo #81 – 1947 Addition Interior



Photo #82 – 1947 Addition Interior

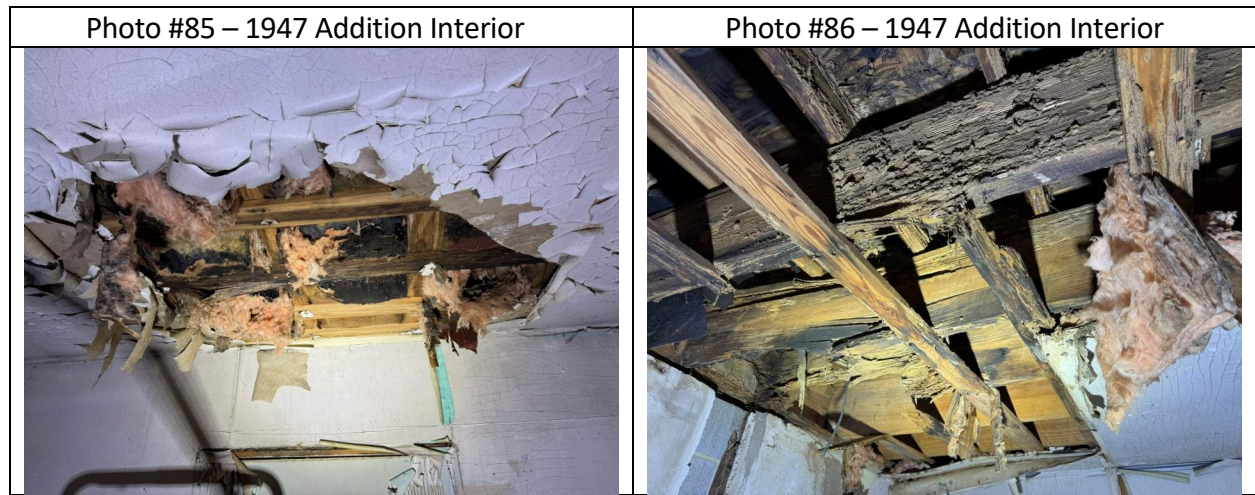


Photo #83 – 1947 Addition Interior



Photo #84 – 1947 Addition Interior

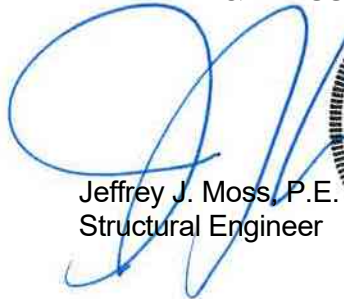




If you have any questions, please feel free to contact me at your convenience.

Sincerely,

BENNETT & PLESS



Jeffrey J. Moss, P.E.
Structural Engineer

MEMORANDUM

TO: Warren County Board of Commissioners

FROM: Nikki Dickerson, Finance Director

DATE: January 6, 2025

RE: Recommendation for Approval of Budget Ordinance Amendment #2

Background

Budget Amendment #2 (see attached) to the FY 2025 Budget Ordinance is being presented for approval. This amendment does the following:

Revenue:

1. Appropriates \$ 1,000 in the Sheriff's budget for the Christmas party from Calendar revenue.
2. Appropriates \$ 2,566 in the Senior Center budget for the Black Nativity program from participant revenue.
3. Appropriates \$ 25,000 in the Emergency Services budget for Grant received from Duke Energy.
4. Appropriates \$ 25,000 in the Animal Control budget for Spay Donation.
5. Appropriates \$ 4,800 in the Cooperative Extension budget for Farmers Market Grants.
6. Appropriates \$ 3,025 in the Sheriff's budget for the National Night Out from donation revenue.

Budget Adjustment

7. Adjust the budget to reflect true ROAP disbursements.

General Fund Balance for FY24 carry-over:

8. Appropriates \$ 5,450 to DSS for Angel Tree Donations unspent in FY24.
9. Appropriates \$ 32,310 to EMS from unspent FY24 HRSA funds.
10. Appropriates \$ 6,636 to Senior Center from SHIP and MIPPA Grant unspent in FY24.

General Fund Balance for FY25 Expenses:

11. Appropriates \$ 21,000 to Insurance for an increase in Workers Comp.
12. Appropriates \$ 18,100 to Insurance for an increase in Unemployment Claims.
13. Appropriates \$ 2,115 to Broadband for additional match costs.
14. Appropriates \$ 20,000 to Elections for additional election programming.

MEMORANDUM

TO: Warren County Board of Commissioners

FROM: Nikki Dickerson, Finance Director

DATE: January 6, 2025

RE: Recommendation for Approval of Project Ordinance – Pleasant Hills Pump Station

Background

Pleasant Hills Pump Station Project Ordinance (see attached) is being presented for approval. This ordinance does the following:

Section 1. The project authorized is the Pleasant Hills Pump Station.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the above statute and the budget contained within.

Section 3. The following revenues are anticipated to be available to complete the project:

Butterfield Grant - Fund 89	\$838,000
Pre-Construction Planning Grant – Fund 89	\$155,500
Transfer from Enterprise Fund – Fund 89	\$ 53,500

Section 4. The following amounts are appropriated for the project:

Pleasant Hills Pump Station Expense	<u>\$1,047,00</u>
--	--------------------------

Section 5. The Finance Officer is hereby directed to maintain with the Capital Project Fund sufficient detailed accounting records required by federal and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. Copies of this project ordinance shall be entered into the minutes of the governing board and filed with the Finance Officer.

CAPITAL PROJECT ORDINANCE WARREN COUNTY

Pleasant Hills Pump Station

BE IT ORDAINED by the Warren County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The project authorized is the Pleasant Hills Pump Station.

Section 2. The officers of this unit are hereby directed to proceed with the project within the terms of the above statute and the budget contained within.

Section 3. The following revenues are anticipated to be available to complete the project:

Butterfield Grant - Fund 89	\$838,000
Pre-Construction Planning Grant – Fund 89	\$155,500
Transfer from Enterprise Fund – Fund 89	\$ 53,500

Section 4. The following amounts are appropriated for the project:

Pleasant Hills Pump Station Expense	<u>\$1,047,00</u>
--	--------------------------

Section 5. The Finance Officer is hereby directed to maintain with the Capital Project Fund sufficient detailed accounting records required by federal and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. Copies of this project ordinance shall be entered into the minutes of the governing board and filed with the Finance Officer.

Adopted this 6th day of January, 2025.

Warren County Board of Commissioners

Angelena Kearney Dunlap, Chairperson

ATTEST:

Paula Pulley, Clerk to the Board



MEMO

To: Warren County Board of Commissioners

Through: Crystal Smith, County Manager

From: Hannah Jones, Lead for NC Fellow; Charla Duncan, Community and Economic Development Director

Re: Recommended updates to Warren County's existing Economic Development Incentive Policy

Background

Warren County's current economic development incentive policy was written in 2013 and adopted by the Board of Commissioners in 2014. Because the policy is ten years old, staff have worked for the past few months to refresh the document so that it is up-to-date with current state best practices and general statute mandates, as well as the county's strategic goals; staff have also worked to alleviate some of the more administratively burdensome stipulations to ensure accountability and protect the integrity of the process. Economic incentive policies, authorized by N.C.G.S. 158-7.1, are a critical tool for recruiting businesses or encouraging expansion by providing a framework for governments to provide performance-based grants that reimburse a portion of the company's property tax for a period of time. **The purpose of this memo is to summarize the recommended changes to the economic incentive policy.** These recommendations are the result of research on best practices in other counties, as well as discussions with the Economic Development Commission during their August, October, and November meetings.

2022 Comprehensive Development Plan Alignment

- **Economic Development Goal 4:** Consider incentives to recruit desired commercial and industrial development.
 - **Economic Development Goal 4.1:** Develop or clarify the County's incentive policies.

2021-2024 Strategic Plan Alignment

- **Strategy 3.1:** Develop economic and community development strategies to recruit new business and expand existing business.

Fiscal Impact

There are no fiscal impacts to updating this policy. As mentioned above, incentive grants to eligible companies do not come from existing county funds – they come from the company's property tax, once paid. This means that there is no direct cost to the county's existing ad valorem tax revenue to provide these incentives. The incentive package could be understood as a

reimbursement of new property tax liability. Additionally, incentive grants must go through a public hearing process and receive approval from the Board of Commissioners prior to being awarded, which allows for discretion from the public, staff, and Commissioners in the process.

Recommendations

At their November 2024 meeting, the Economic Development Commission recommended that the Board of Commissioners approve the updated policy presented by Community and Economic Development staff, which contained the following changes:

- Added language to clarify eligible projects, the process for obtaining incentives, and capping the total incentive package at 3% of the projected capital investment.
- Struck the “Hiring Warren County residents” section due to the burdensome process outlined. Warren County’s current workforce may not match employers’ needs in skill and size, and thus a regional approach to hiring is more accurate and appropriate; additionally, there is a concern about encouraging companies to prognosticate a number that may be difficult to understand or achieve.
- Edited the “Wage level of new jobs” section to incentivize employers paying above the county’s average wage. This encourages incentives for companies who will be bringing higher-paying jobs that will benefit residents economically.
- Added points for jobs that offer childcare and/or dependent care options.
- Increased the levels of capital investment needed to earn points to align with current data and trends on the size of investments in onsite expansion and new location projects.
- Struck points for in-county purchasing and sales due to an inability to verify local sales and purchases.
- Struck points for businesses in target clusters until a future date when county leadership determines target, strategic clusters that merit economic development incentives.
- Struck points for building reuse due to duplication of other resources available through the state’s building reuse program as well as county’s currently limited stock in commercial and industrial property
- Struck points for “Location in target area,” due to countywide zoning now being in place.

The Warren County Community and Economic Development director recommends adopting the updates as presented and approved by the Economic Development Commission members.

Warren County Economic Development Incentive Policy
Combined Definitions, Standards, and Policy
Adopted 2014

Updates adopted on xx/xx/2024

PURPOSE:

The Warren County Economic Development Incentive Policy provides a framework for evaluating economic development projects including, but not limited to, establishment of new businesses in the county and expansions of existing businesses. By utilizing a point system to grade each development project, the number of points that a project scores shall be used to determine the value of the financial incentive grant that the County may award to that specific project.

Thus, the monetary value of each financial incentive grant shall be directly determined by the amount of annual property taxes paid by the company. For each year of the grant, the company will receive an award based on a percentage of the property taxes paid that year. The percentage is determined by the project's score, as detailed below. Grant awards are only made after the company has paid its annual property tax.

Under this incentive policy, companies may qualify for, but are not guaranteed, a financial incentive grant. The County reserves complete discretion in determining which eligible projects warrant a financial incentive grant. The County will use criteria outlined in this document and other policy documents to accept, reject, or modify the grant amount.

This policy only addresses one form of incentive that the County may offer: financial grant awards determined by property tax amounts. The County may, at its discretion, offer other kinds of incentives to companies in addition to – or instead of – this type of financial incentive.

In addition to local incentives, the County and the business would partner with the state and federal government on other possible incentives, such as (but not limited to) customized training for businesses through Vance-Granville Community College and state and federal grant funding.

Warren County Community and Economic Development staff is authorized to discuss a business location incentive package without further approval by the Board of Commissioners that meets the following criteria:

- a. The incentive package offered shall not exceed three (3%) of the projected capital investment to be made by the Project in the County;
- b. No incentive funds shall actually be advanced until the Project's real property or business personal property is reflected on the County tax records; provided, however, that real property may be purchased by the County and conveyed to the Project as an incentive prior to the Project's real property or business personal property being reflected on the County tax records provided the conveyance meets the requirements of N.C. Gen. Stat. §158-7.1(d2);

c. The incentive package may be paid in phases linked to phases specified in advance by the Project; provided, however, each incentive payment made by the County must be capable of being paid in full from projected tax revenues (which shall take into account the depreciated value of the capital investment) over a period not to exceed five (5) years which payback period must be specified in resolution adopted by the County approving the incentive package; and

d. The incentive package must otherwise meet the requirements of N.C. Gen. Stat. §158-7.1 and all other applicable law.

All incentive packages must be approved by the Board of Commissioners in open session after a public hearing.

ELIGIBLE PROJECTS:

Eligible Applicants must be businesses locating within the County's Corporate Limits. The business must be able to demonstrate a net increase in real property values will be achieved as a result of the project. The applicant must be the owner of record of real property and/or the business fixtures and equipment.

A business seeking incentive assistance must complete an application, and if approved, enter into a performance contract Incentive Agreement or Development Agreement with the County, fulfill all annual benchmarks/milestone requirements of the contract and be current on all tax and utility liabilities owed to the County and other government entities. The applicant must demonstrate within their application that without receiving County incentive assistance the Applicant would not make the investment within Warren County. Projects already underway or completed at the time of application do not qualify for County incentive assistance.

Warren County reserves the right to recapture incentives if it is determined that the project falls short of benchmarks and milestones established in the Incentive Agreement. All recapture terms and conditions will be detailed in the Incentive Agreement or Development Agreement.

INCENTIVE SCORING CRITERIA

Number of jobs created

- Each business agrees to create a specific number of jobs ("new jobs").
- Definition: unless otherwise specified, "new jobs" are new, permanent employment positions held by full-time employees.
 - A new job is new only if it is created after the County approves the incentive agreement.
 - To be considered permanent, a new job must be retained for at least the period of the incentive agreement.
 - Full-time employees work at least 35 hours/week, year-round.

- Part-time positions may be combined into full-time equivalent positions in order to qualify for points, as long as the part-time positions are retained for at least the period of the incentive agreement.
- The number of full-time equivalent positions shall be calculated by adding the number of part-time hours per each newly created job and dividing by 40. Part-time positions must require employees to work at least 20 hours/week.
- Permanent, seasonal positions can be combined into full-time equivalent positions using a 12/12 computations (e.g. a six-month position would equate to 6/12 of a year-round full-time position; it could be combined with another six-month position to equal a full-time position).
- So long as an incentivized company creates a new job as defined by the agreement between the County and the company, the company may replace the employee filling such a position at its discretion.
- For the purposes of this policy, temporary employees may be eligible, at the discretion of the county, to fill new jobs.
- If the company has pre-existing jobs in the County created prior to the date of its agreement with the County, it must retain these jobs in addition to creating new jobs for the period of the incentive agreement.
- *Monitoring data sources:* The County shall use and the company shall grant the County access to any and all North Carolina Department of Commerce Division of Employment Security's Employer's Quarterly Tax and Wage Reports (NCUI 101), company payroll records and/or other documentation which the County may request.

Number of jobs created	Points
5-15	14
16-25	16
26-35	18
36-45	21
46 and above	25
<i>Maximum points</i>	25

Wage level of new jobs

- Applies to average wage, excluding benefits, for all new jobs.
- Peg to Bureau of Labor Statistics average weekly wage in Warren County for most recent quarter available (to obtain latest wage information, visit https://data.bls.gov/cew/apps/data_views/data_views.htm#tab=Tables. Select "All industry levels, one area" and Warren County annual wages.

- *Monitoring data sources:* The County shall utilize the North Carolina Department of Commerce Division of Employment Security's Employer's Quarterly Tax and Wage Report (NCUI 101). The county shall also utilize the company's documentation.

Wage level of new jobs	Points
15% to < 25% greater than county average wage	10
25% to <50% greater than county average wage	14
50% to <75% greater than county average wage	18
75% or more greater than county average	20
<i>Maximum points</i>	20

Quality of new jobs

- Retirement benefits may include defined benefit or defined contribution plans.
- *Monitoring data sources:* The County shall use and the company shall grant the County access to Company benefit documentation (including but not limited to employees' W-2s for health insurance).

Quality of new jobs	Points
Partial (at least 50%) employer paid health insurance	3
Total employer paid health insurance	6
Retirement benefits	4
Paid vacation	3
Childcare/dependent care options	4
<i>Maximum points</i>	17

Level of capital investment

- Increase in ad valorem tax value of real or personal property located in Warren County and owned directly by the company. Baseline is assessed tax value prior to agreement. Assessed value both before and after agreement to be determined by the County Tax Assessor.
- Capital investment made before the County Commissioners approve the incentive agreement does not qualify and the County will not consider it during the application process.

- Capital investment includes new machinery, equipment and other items taxed as business personal property. New machinery and equipment must not be currently taxed in the County and must not be installed to replace existing business personal property in the County.
- Capital investment in the incentivized project must be subject to County property taxes from installation and/or construction for the full term of the incentive agreement.
- *Monitoring data sources:* The County shall use and the company shall grant the County access to company's accounts/records.

Level of capital investment	Points
Below \$5 million	8
\$5 - 25 million	12
\$25 - 50 million	16
Above \$50 million	20
<i>Maximum points</i>	20

Woman/minority owned business

- Definition: A business enterprise in which 51% or more of the business is owned, operated and controlled by citizens or permanent resident aliens who are women and/or ethnic/racial minorities.
- *Monitoring data sources:* The County shall use and the company shall grant the County access to company records, as well as MWBE certification (for online record of certification, visit <https://www.ebs.nc.gov/VendorDirectory/search.html?s=cert&a=new>).

Woman/minority owned business	Points
Yes	5
<i>Maximum points</i>	5

Company headquarters located in county

- Company headquarters must be located within physical boundaries of Warren County to earn points.
- Headquarters is defined as a corporate, subsidiary, or regional managing office, as defined by NAICS in United States industry 551114, that is responsible for strategic or

organizational planning and decision making for the business on an international, national, or multistate regional basis.

- Does not require monitoring.

Company headquarters located in county	Points
Regional managing office	3
Headquarters	5
<i>Maximum points</i>	5

Environmental features

- Two categories of points:
 - 1) Green facility – determined by achieving number of points necessary to attain either:
 - A) LEED certification according to the most recent guidelines issued by the U.S. Green Building Council or B) The Green Building Initiative’s Green Globes certification (thegbi.org/green-globes/).
 - i. Certification considered for the appropriate construction type (i.e., new construction or existing building).
 - ii. Actual certification is not required, but the company must complete measures from the certification checklist it pledged to undertake.
 - 2) Green operations – determined on a case-by-case basis through review of the company’s ESG policy. Can include measures taken to reduce waste, carbon emissions and energy consumption/increase efficiency, the use of sustainable materials, and material reuse and recycling. Examples of possible measures eligible for consideration include (but are not limited to):
 - a. Installation of solar panels, fuel cells, small wind turbines, geothermal systems, microturbines, combined heat and power (CHP) and other renewable technologies as defined in the Business Energy Investment Tax Credit ([26 USC § 48](#)) or NC’s Renewable Energy Tax Credit ([N.C. Gen. Stat. § 105-129.15 et seq.](#))
 - b. Installation of geothermal heat pumps, photovoltaic (PV) systems, solar water heating systems, and gray/rain water collection for flushing fixtures in commercial buildings.
 - c. Installation of equipment that allows for reuse or recycling of materials.
 - d. Establishment of a systematic reuse/recycling program.
 - e. Commitment to purchase recycled/reused/sustainable materials on a regular basis.
 - f. Existing businesses can show percentage reduction in waste or increase in efficiency.
 - g. Company meets Underwriter’s Laboratory Environment sustainability standards or is MBDC Cradle to Cradle Certified (mbdc.com/cradle-to-cradle-certified-program/).

- h. Compliance with industry standards for environmental practices (ASTM for manufacturing, ISO 14000 for environmental management systems, Oeko-Tex/bluesign for textile manufacturing, Forest Stewardship Council for forestry and wood product manufacturers, etc.).
- A company agrees to install equipment as a condition of acquiring “green facility” points may not claim points for installation of the same equipment under “green operations.”
 - *Monitoring data sources:* will vary depending on measures implemented.

Environmental features	Points
Green facility	4
Green operations	4
<i>Maximum points</i>	<i>8</i>

Scorecard

JOBS		
Number of jobs created	Points	Points Awarded
5-15	14	
16-25	16	
26-35	18	
36-45	21	
46 and above	25	
<i>Maximum points</i>	<i>25</i>	
Wage level of new jobs	Points	
15% to < 25% greater than county average wage	10	
25% to <50% greater than county average wage	14	
50% to <75% greater than county average wage	18	
75% or more greater than county average	20	
<i>Maximum points</i>	<i>20</i>	
Quality of new jobs	Points	
Partial (at least 50%) employer paid health insurance	3	
Total employer paid health insurance	6	
Retirement benefits	4	
Paid vacation	3	
Childcare/dependent care options	4	

<i>Maximum points</i>	17	
CAPITAL INVESTMENT		
Level of capital investment	Points	Points Awarded
Below \$5 million	8	
\$5 - 25 million	12	
\$25 - 50 million	16	
Above \$50 million	20	
<i>Maximum points</i>	20	

INDUSTRY CLUSTERS AND BUSINESS TYPE		
Woman/minority owned business	Points	
Yes	5	
<i>Maximum points</i>	5	
Company headquarters located in county	Points	
Yes	5	
<i>Maximum points</i>	5	
ENVIRONMENTAL IMPACT		
Environmental features	Points	Points Awarded
Green facility	4	
Green operations	4	
<i>Maximum points</i>	8	

Number of points needed for each incentive level

Total points	Incentive Level
40-49	1
50-59	2
60-69	3
70-79	4
80 and above	5

Incentive award as percentage of property tax

Year	Level 1	Level 2	Level 3	Level 4	Level 5
Year 1	70%	75%	80%	90%	90%
Year 2	60%	65%	70%	80%	80%
Year 3	50%	55%	60%	70%	75%
Year 4	40%	45%	50%	60%	75%
Year 5	30%	35%	40%	50%	60%

**ORDINANCE PROHIBITING THE CARRYING OF DEADLY WEAPONS
ON WARREN COUNTY PROPERTY AND PERMITTING THE POSTING OF SIGNS
TO PROHIBIT THE CARRYING OF DEADLY WEAPONS
ON WARREN COUNTY PROPERTY**

WHEREAS, Warren County is authorized pursuant to NCGS §153A-121 to define, regulate, and prohibit by ordinance acts detrimental to the health, safety, or welfare of its citizens; and

WHEREAS, the Board of Commissioners is concerned about the increased presence of deadly weapons, as defined in NCGS §14-269, on County property and about the threat that such increased presence will pose to the health, safety, and general welfare of the community; and

WHEREAS, Warren County desires to prohibit the carrying of deadly weapons on or in Warren County government buildings and property; and

WHEREAS, the Warren County desires to provide for the posting of said prohibition in or on Warren County government property owned or operated by the County of Warren such that the carrying of deadly weapons will constitute a violation of law;

NOW, THEREFORE, BE IT ORDAINED by the Warren County Board of Commissioners that:

Section 1. Prohibition Carrying of deadly weapons, as they are defined in NCGS § 14-269, in or on Warren County property now or hereafter owned, leased as lessee, operated, occupied, managed, or controlled by Warren County (hereinafter Warren County property) is prohibited.

Section 2. Posting of Signs Required The County Manager or his or her designee is hereby ordered to post appropriate signage on each building or property or portion of a building or property now or hereafter owned, leased as lessee, operated, occupied, managed or controlled by Warren County indicating that the carrying of deadly weapons are prohibited in Warren County buildings.

Section 3. Location of Signs Signs prohibiting the carrying of deadly weapons shall be posted so as to be visible prior to entering the building. The County Manager shall exercise discretion in determining the necessity and appropriate location for other signs posted on the interior of the building.

Section 4. Exemptions This Ordinance shall not apply to the following:

- A. Officers and enlisted personnel of the armed forces of the United States when in discharge of their official duties as such and acting under orders requiring them to carry arms and weapons;
- B. Civil officers of the United States while in the discharge of their official duties;
- C. Officers and Soldiers of the militia and the national guard when called into actual service;
- D. Officers of the State, or of any county, city, or town charged with the execution of the laws of the State, when acting in the discharge of their official duties;
- E. Sworn law enforcement officers;

- F. Such other persons, firm, corporation, or any other combination of individuals specifically authorized by the Sheriff of Warren County or his designee to possess deadly weapons on County property. Provided, however, such authorization shall be in writing signed by the Warren County Sheriff or his designee, a copy of such authorization shall be carried by such authorized person at all times while on Warren County property and such authorization shall be presented for inspection, if re-requested, to any person that so requests. Provided further, that the Warren County Sheriff or his designee shall notify in writing the Warren County Manager of all persons, firms, corporations or any other combinations of individuals specifically authorized to carry deadly weapons on Warren County property.

Section 5. Violations Violations of this Ordinance shall be punishable as a misdemeanor as provided by law.

Section 6. Repeal of Conflicting Ordinances All Ordinances or any part of Ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. Severability If this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect other provisions or applications of the Ordinance which can be given separate effect, and to that end the provisions of this Ordinance are declared severable.

This Ordinance shall be effective on and after the date of adoption. Adopted on _____.

Effective _____.

Angelena Kearney Dunlap, Chair
Warren County Board of Commissioners

Attest:

Paula Pulley, Clerk to the Board

A RESOLUTION TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS BY THE WARREN COUNTY BOARD OF COMMISSIONERS

WHEREAS Warren County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, AmerisourceBergen, and the drug maker Johnson & Johnston and its subsidiary Janssen Pharmaceuticals;

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”), the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”), and SAAF-2;

WHEREAS Warren County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA, SAAF, and SAAF-2, Warren County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized

- a. Name of strategy: **Recovery support services**
- b. Strategy is included in **Exhibit A**
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: **Strategy 3**
- d. Amount authorized for this strategy: **\$42,320**
- e. Period of time during which expenditure may take place:
Start date November 6, 2023 through End date December 31, 2025
- f. Description of the program, project, or activity:
 - i. Freedom House Recovery Center will fund training and implementation of Overdose Safety to reduce individuals’ overdose risks and support them in their recovery.
 - ii. Warrenton Church of God will fund the Celebrate Recovery Program to provide comprehensive peer support to individuals in recovery from substance use disorders.
- g. Providers:
 - i. **Freedom House Recovery Center - \$35,000**
 - ii. **Warrenton Church of God – \$7,320**

2. Second strategy authorized

- a. Name of strategy: **Early intervention**
- b. Strategy is included in **Exhibit A**
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: **Strategy 6**
- d. Amount authorized for this strategy: **\$35,000**
- e. Period of time during which expenditure may take place:
Start date November 6, 2023 through End date December 31, 2025
- f. Description of the program, project, or activity: To fund the organization's Safe Space program to provide education and resources for parents, teachers, and community members on recognizing early signs of substance use and mental health issues in adolescents, and develop partnerships with local stakeholders to leverage resources and expertise in early intervention.
- g. Provider: **Perfecting Praise Ministries**

3. Third authorized strategy

- a. Name of strategy: **Criminal justice diversion programs**
- b. Strategy is included in **Exhibit A**
- c. Item letter and/or number in Exhibit A to the MOA: **Strategy 10**
- d. Amount authorized for this strategy: **\$24,203.06**
- e. Period of time during which expenditure may take place:
Start date November 6, 2023 through End date December 31, 2025
- f. Description of the program, project, or activity: To fund the acquisition and training of a police therapy dog as a K-9 partner and co-responder to the Behavioral Health/Substance Use/Community Liaison officer, to expand his existing diversion efforts.
- g. Provider: **Warren County Sheriff's Office**

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategies is **\$101,523.06.**

Adopted this the 6th day of November, 2023.

Revised and amended this the 6th day of January, 2025.

Angelena Kearney-Dunlap, Chair
Warren County Board of Commissioners

ATTEST:

Paula Pulley

Clerk to the Board of Commissioners



WARREN COUNTY EMERGENCY SERVICES

890 US Hwy. 158 Bypass
Warrenton, North Carolina 27589
Phone: (252) 257-1191
Fax: (252) 257-4974



To: Warren County Board of Commissioners
Through: Crystal Smith, County Manager

From: Chris Tucker, Emergency Services Director

Date: December 19, 2024

Subject: Update and Recommendations on County Emergency Radio System

Background

I am writing to provide an update on the status of the county's emergency radio system and to outline some important recommendations for ensuring that our communication infrastructure remains effective, reliable, and capable of supporting the needs of our first responders, public safety agencies, and citizens. Over the course of 13 months, emergency services have dedicated more than 200 man-hours and invested over \$20,000 in the maintenance and repair of the radio system. These efforts were critical in ensuring the system's reliability, which is vital for effective communication during emergencies.

1. Current Status of the Emergency Radio System

As you are aware, our county's emergency radio system plays a vital role in facilitating communication between emergency responders during critical incidents. However, over time, there have been concerns raised about the reliability and capacity of the system. These concerns include:

- **System outages** at the Beef Tongue and Elem site locations.
- **Aging infrastructure**, including equipment that is reaching the end of its operational lifespan and needs replacement or significant upgrades.

2. Recommendations for Improvement

After a thorough review of the system and consultations with technical experts, we recommend the following actions to address these concerns:

- Motorola will provide the following equipment and services for the Warren County microwave project.

- **EQUIPMENT SUMMARY** • Wavence (9500 Microwave Packet Radio) UBT (2) • Antennas, Line, and Hardware (for Beef Tongue VIPER site and Elam Water Tank site) • Wavence Integrated Antennas (2) The services provided are as follows:
- **PATH AND SITE SURVEYS SERVICES** • Path Surveys and Report (per path) • Path Survey Travel and Living • Site Surveys and Report (per site)
- **MICROWAVE ENGINEERING SERVICES** • Path Design & Calculations (per path) • Engineering Documentation, Drawings, and Support
- **COORDINATION AND LICENSING** • Frequency Selection, Coordination, and License Filing (per Path)
- **PROJECT MANAGEMENT SERVICES** • Project Manager
- **MICROWAVE INSTALLATION AND TESTING SERVICES** • Antenna and Line Installation • Microwave Radio & Ancillary Installation • Microwave Test & Integration • Microwave Radio Travel and Living • De-Commissioning of Old Equipment • MCA Support o Includes on-site connection to radio transmitters and testing for proper operation • Project Design Review • Microwave Staging at the Infinity Lab (includes delivery)
- **Infrastructure Maintenance and Expansion:** We recommend allocating funds for the maintenance of current equipment and the expansion of radio towers in key locations to close coverage gaps, particularly in rural and complex terrain.
- **Interoperability Enhancements:** Investing in technologies that facilitate seamless communication with neighboring counties and state agencies. This includes software and equipment upgrades that will ensure our system is compatible with regional and state emergency networks.
- **Grant Funding and Partnerships:** Exploring state and federal funding opportunities, as well as potential partnerships with neighboring jurisdictions and private sector providers, to offset the costs associated with system upgrades.
- **Fiscal Impact**

3. Cost and Timeline

A preliminary estimate for the recommended upgrades and improvements is approximately \$149,086.00. The Emergency Services department has made a strategic decision to temporarily halt all discretionary spending in order to prioritize funding for these critical operations. This measure is being implemented with the aim of allocating as much financial support as possible toward this project. By limiting non-essential expenditures, the department expects to contribute up to \$35,000 to this initiative, ensuring that resources are maximized and focused on the project's success. This proactive approach reflects the department's commitment to operational efficiency and responsible budget management during this period. We recommend that the Board approve a phased approach to

implementation, with priority given to critical areas such as tower repairs and equipment replacement. The timeline for completion is estimated to be 6-8 months, with progress updates provided regularly.

4. Conclusion

The county's emergency radio system is a critical infrastructure component that ensures the safety and efficiency of our public safety response. By addressing the identified gaps and investing in modernizing the system, we will be better equipped to handle emergencies and support our first responders. I request that the Board consider these recommendations and approve the necessary budget allocation to move forward with these improvements.

Please do not hesitate to reach out should you have any questions or require further details.

Sincerely,

Christopher M Tucker

Emergency Services Director

WARREN COUNTY, NC

MICROVAVE UPGRADE

DECEMBER 5TH 2024

TRAN

Project Overview

At the request of Warren County Emergency Services, North Carolina, Motorola is providing costs for replacing the microwave radio hop between the “New VIPER Tower” site and the “Elam Water Tank” site. The proposal includes equipment and services to install, test, and optimize the new microwave hop, as well as decommissioning the old equipment. The installation will be conducted in partnership with Infinity and Mobile Communications of America (MCA).

Motorola will provide the following equipment and services for the Warren County microwave project.

EQUIPMENT SUMMARY

- Wavence (9500 Microwave Packet Radio) UBT (2)
- Antennas, Line, and Hardware (for VIPER site and Elam Water Tank site)
- Wavence Integrated Antennas (2)

The services provided are as follows:

PATH AND SITE SURVEYS SERVICES

- Path Surveys and Report (per path)
- Path Survey Travel and Living
- Site Surveys and Report (per site)

MICROWAVE ENGINEERING SERVICES

- Path Design & Calculations (per path)
- Engineering Documentation, Drawings, and Support

COORDINATION AND LICENSING

- Frequency Selection, Coordination, and License Filing (per Path)

PROJECT MANAGEMENT SERVICES

- Project Manager

MICROWAVE INSTALLATION AND TESTING SERVICES

- Antenna and Line Installation
- Microwave Radio & Ancillary Installation
- Microwave Test & Integration
- Microwave Radio Travel and Living
- De-Commissioning of Old Equipment
- MCA Support
 - Includes on-site connection to radio transmitters and testing for proper operation
- Project Design Review
- Microwave Staging at the Infinity Lab (includes delivery)

Design Assumptions

- The other microwave paths are operating at factory specifications.
- Warren County will provide safe access to all sites.
- Warren County will provide 110 V AC power as needed at all sites.
- We will assist with, but not be responsible for, the acquisition of a modified FCC License.
 - MCA/Infinity to complete all required paperwork.
- The simulcast paging system is operating at factory specifications.
- Warren County is responsible for any equipment shelters.
- This quote is for the equipment and services listed.
- Warren Co. is responsible for any structural analyses that may be required for any tower sites that are a part of this project.
 - VIPER sites typically require ETS (Engineered Tower Solutions) to be involved with any changes being made to VIPER sites.

Pricing

Warren County System:

Project Total: **\$149,086.00**

**The proposal and pricing is pursuant to the Terms & Conditions of the NC 725G Contract*

**COUNTY OF WARREN
FINANCE OFFICE**

548 West Ridgeway Street

WARRENTON, NC 27589

Telephone: (252) 257-1778 Fax: (252) 257-6523

Connie Calloway

Grants & Contracts Administrator

TO: Warren County Board of Commissioners

FROM: Connie Calloway, Grants & Contracts Administrator

DATE: December 31, 2024

Background

Beginning in 2022, the State of North Carolina began accepting grant applications each year through the State and Local Cybersecurity Grant program (SLCGP), a state pass-through grant for Federal funding through the Federal Emergency Management Agency (FEMA). Warren County did not apply for this grant in the initial year, but the County did apply for the 2023 SLCGP grant and was approved for funding in the amount of \$110,000. We were notified of this award in November 2024; meanwhile, the next funding cycle is open, with an application deadline of January 31, 2025.

The purpose of the SLCGP grant is to help states and territories, and specifically, through pass-through grants, rural and local communities, to address cybersecurity risks and cybersecurity threats. Several projects on Warren County's priority list of IT projects may be eligible for funding under the grant, which can be used for hardware, software, training, cybersecurity policies and plans.

Anticipated uses of the 2023 grant funding just awarded include the purchase of software that allows for remote monitoring and patching of desktops across the county, and funding for migration of all county IT networks to a centralized server.

Unlike the grants in the two previous years, the 2024 grant requires that we contribute \$3 for every \$7 of grant funding. The maximum award for the grant is \$250,000; the actual grant ask is still under discussion. The grant match needed in order to receive the maximum award of \$250,000 would be \$107,143.

Recommendation

Approval of up to \$107,143.00 to match State and Local Cybersecurity Grant Program funding to support Warren County's cybersecurity needs.

HEALTH SERVICES AGREEMENT

THIS AGREEMENT between Warren County, North Carolina (hereinafter referred to as "County"), and Southern Health Partners, Inc., a Delaware corporation, (hereinafter referred to as "SHP"), is entered into as of the _____ day of _____, 2024. Services under this Agreement shall commence on July 1, 2024, and shall continue through June 30, 2025, in accordance with Section No. 6.1.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Warren County Detention Center (hereinafter called "Jail") and,

WHEREAS, County and Sheriff desire to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the County, which provides funding as approved by the Warren County Board of Commissioners for the Jail, desires to enter into this Agreement with SHP to promote this objective; and,

WHEREAS, SHP is in the business of providing correctional health care services under contract and desires to provide such services for County under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES.

1.1 **General Engagement.** County acknowledges its non-delegable duty under applicable federal and state law to obtain and provide for reasonably necessary medical care for inmates or detainees of the Jail, and further that this Agreement does not result in the assumption of a non-delegable duty by SHP. County specifically retains the duty and obligation to obtain and provide for the reasonably necessary medical care for inmates or detainees of the Jail.

County hereby contracts with SHP to provide for the delivery of medical, basic dental and basic mental health services to inmates of Jail to the extent set forth herein. This care is to be delivered to individuals under the custody and control of County at the Jail, and SHP enters into this Agreement according to the terms and provisions hereof. Basic dental services shall mean the starting point of dental services whereby SHP medical staff will triage patients based on signs/symptoms, provide pain relief medication if needed, and treat any infection prior to scheduling dental services with an

outside provider. Basic mental health services shall mean the starting point of mental health services whereby SHP medical staff will continue, to the extent practicable, any prior mental health treatment plan a now-incarcerated patient had in place, or, upon identification of a mental health service need, may have an on-site provider(s) prescribe a low-level mental health medication until patient can be scheduled and seen by an outside mental health professional, if needed.

1.2 Scope of General Services. The responsibility of SHP for care of an inmate commences no earlier than the booking and physical placement of said inmate into the Jail and notification to a member of the SHP medical staff of the same and to the extent SHP medical staff is on-site. The health care services provided by SHP shall be for all persons committed to the custody of the Jail, except those identified in Section No. 1.7. SHP shall provide and/or arrange for professional medical, dental, mental health and related health care services for the inmates, regularly scheduled sick call, nursing care, regular physician care, medical specialty services, emergency medical care, emergency ambulance services when medically necessary, medical records management, pharmacy services management, administrative support services, and other services, all as more specifically described herein. As more fully explained in Section No. 1.4 herein, none of the services to be provided by SHP as described herein shall alter or eliminate the duty and ability of the County, through its employees, to arrange for emergency medical care at any time.

SHP shall be financially responsible for the costs of SHP physician, mid-level provider and nurse staffing, over-the-counter medications, on-site clinical lab procedures, medical supplies, medically-generated hazardous waste disposal, office supplies, and administrative services. SHP's financial responsibility for the costs of emergency kits and restocking of emergency kit supplies, necessary license and permit fees, prescription medications, biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), renal dialysis and other major chronic care, off-site clinical lab procedures, x-ray procedures (inside and outside the Jail), dental services (inside and outside the Jail) and all medical and mental health services rendered outside the Jail shall be limited by the annual cost pool described in Section No. 1.5 of this Agreement. All pool costs in excess of the annual cost pool limit shall be the financial responsibility of the County, or shall not otherwise be the financial responsibility of SHP.

SHP may not provide and/or shall not pay for any services, supplies, equipment or other items not specifically contained in this Agreement. Arrangements may be made in agreement with the County for SHP to purchase items or provide services, outside of this Agreement, and by mutual agreement between the County and SHP. Any such agreements shall be in writing.

Should new legislation require substantial or new medical directives to SHP in the provision of services under this Agreement, SHP shall not be financially responsible for changes to its program, rather SHP would have the ability to seek from the County any additional monies to fund such directives.

1.3 Specialty Services. In addition to providing the general services described above, SHP by and through its licensed health care providers shall arrange and/or provide to inmates at the Jail specialty medical services to the extent such are determined to be medically necessary by SHP. In the event non-emergency specialty care is required and cannot be rendered at the Jail, SHP shall make arrangements with County for the transportation of the inmates in accordance with Section No. 1.9 of this Agreement. The County shall be responsible for the transportation and for any and all costs associated with the same.

1.4 Emergency Services. When on-site, SHP staff shall be a resource for providing on-site emergency medical care, as medically necessary, to inmates, or for arranging for emergency ambulance transportation of inmates for off-site care. The costs of emergency ambulance transportation shall either be billed directly to County by the provider or placed in the annual cost pool, at the County's election. County acknowledges that, whether or not an SHP staff member is on-site, in the event of a medical emergency, Jail staff shall retain the right and ability to contact an ambulance provider directly for the transportation of an inmate for emergency medical services outside the Jail or to arrange for the transport of an inmate for emergency medical services, and further that, in no event shall Jail staff be required to contact SHP medical staff prior to initiating life-saving measures, contacting the local 911 service or other third-party calling programs, or otherwise seeking the highest priority emergency medical attention, as reasonable and appropriate, for any inmate Jail staff believes to be in need of immediate medical care.

1.5 Limitations On Costs - Cost Pool. SHP shall, at its own cost, arrange for medical services for any inmate who, in the opinion of the Medical Director (hereinafter meaning a licensed SHP physician), requires such care. SHP's maximum liability for costs associated with emergency kits and restocking of emergency kit supplies, necessary license and permit fees, prescription medications, biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), renal dialysis and other major chronic care, off-site clinical lab procedures, x-ray procedures (inside and outside the Jail), dental services (inside and outside the Jail) and all medical and mental health services for inmates rendered outside of the Jail shall be limited by a pool established in the amount of \$15,000.00 in the aggregate for all inmates in each year (defined as a twelve-month contract period) of this Agreement. If the costs of all care as described in this Section No. 1.5 exceed the amount of \$15,000.00 in any year, SHP shall either pay for the additional services and submit invoices supporting the payments to the County

along with an SHP invoice for one hundred percent (100%) of the costs in excess of \$15,000.00, or in the alternative, shall refer all additional qualifying invoices to County for payment directly to the provider of care. The date of service for any cost pool items shall be used to determine the calendar month in which the expenses are applied within the cost pool, unless otherwise advised by the County during reconciliation and/or cost pool billing purposes. For all invoices payable to SHP as reimbursement for pool excess costs, such amounts shall be payable by County within thirty days of the SHP invoice date. SHP shall allow a grace period of up to sixty (60) days from the date of invoice, and shall thereafter apply a late fee of two percent (2%) on the balance each month until SHP has been reimbursed in full. For purposes of this Section No. 1.5, the pool amount shall be prorated for any contract period of less or more than twelve months.

The intent of this Section No. 1.5 is to define SHP's maximum financial liability and limitation of costs for emergency kits and restocking of emergency kit supplies, necessary license and permit fees, prescription medications, biological products used to prevent, diagnose or treat diseases and medical conditions (including, but not limited to the costs of PPD solution for inmate Tuberculosis testing), renal dialysis and other major chronic care, off-site clinical lab procedures, x-ray procedures (inside and outside the Jail), dental services (inside and outside the Jail), hospitalizations and all other medical and mental health services rendered outside the Jail.

1.6 Injuries Incurred Prior to Incarceration; Pregnancy. SHP shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Jail.

Furthermore, SHP shall not be financially responsible for the cost of medical treatment or health care services provided outside the Jail to medically stabilize any inmate presented at booking with a life-threatening injury or illness or in immediate need of emergency medical care.

Once an inmate has been medically stabilized and committed to the Jail, SHP shall, upon notification by Jail staff to a member of the SHP medical staff of a medical need and to the extent SHP medical staff is on-site, in accordance with the provisions of Section No. 1.2, provide or arrange for medical treatment and health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Jail. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Jail. SHP's financial responsibility for such medical treatment and health care services shall be in accordance with, and as limited by, Section Nos. 1.2 and 1.5 of this Agreement.

It is expressly understood that SHP shall not be responsible for medical costs associated with the medical care of any infants born to inmates. SHP shall provide and/or arrange for health care services to inmates up to, through, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Jail prior to transport to a hospital, shall not be the financial responsibility of SHP. In any event, SHP shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

1.7 Inmates Outside the Facilities. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Jail and for inmates held under guard in outside hospitals or other medical facilities who remain in official custody of the Jail. Inmates held under guard in outside hospitals or other medical facilities are to be included in the Jail's daily population count. No other person(s), including those who are in any outside hospital who are not under guard, shall be the financial responsibility of SHP, nor shall such person(s) be included in the daily population count.

Inmates on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Jail at night, shall not be included in the daily population count, and shall not be the responsibility of SHP with respect to the payment or the furnishing of their health care services.

The costs of medical services rendered to inmates who become ill or who are injured while on such temporary release or work-release shall not then become the financial responsibility of SHP after their return to the Jail. This relates solely to the costs associated with treatment of a particular illness or injury incurred by an inmate while on such temporary release. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary. The costs of medical services associated with a particular illness or injury incurred by an inmate while on temporary release or work-release may be the personal responsibility of the inmate, or covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses. In the absence of adequate insurance coverage, or other source of payment for medical care expenses, such costs may, at the election of the County, be applied toward the annual cost pool described in Section No. 1.5. Such costs shall not otherwise be the financial responsibility of SHP.

Persons in the physical custody of other police or other penal jurisdictions at the request of County, by Court order or otherwise, are likewise excluded from the Jail's

population count and are not the responsibility of SHP for the furnishing or payment of health care services.

1.8 Elective Medical Care. SHP shall not be responsible for providing elective medical care to inmates, unless expressly contracted for by the County. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of SHP, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

1.9 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, for which care and services SHP is obligated to arrange under this Agreement, County shall, upon request by SHP, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance.

ARTICLE II: PERSONNEL.

2.1 Staffing. County acknowledges that SHP shall provide an on-site weekday staffing plan averaging twelve (12) nursing hours per week, according to a regular schedule of three (3) shifts of four (4) hours each. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility.

- a. Holidays. County acknowledges that SHP shall not provide medical staff on SHP-designated holidays.
- b. Other Absences. For all other staff absences, including but not limited to, paid time off, vacation, and sick time, SHP shall endeavor to provide replacement coverage, to the extent reasonably possible, or shall endeavor to make up any balance of unfilled time within the scheduled workweek or then-current pay period. In the event SHP is unable to provide replacement coverage or make up the balance of unfilled time, SHP shall refund the County the cost of the unfilled staffing hours on the next month's base fee billing or shall otherwise negotiate a mutually agreeable remedy with County. County acknowledges that, any computation of unfilled hours due for refund to County shall be based on the total average of hours that comprise the regular weekly staffing plan and shall not be determined on a per shift or position basis.

- c. Medication Passes. SHP staff shall prepare medications for Jail staff to pass to inmates.
- d. Meal breaks. It is understood and agreed that SHP employees are entitled to unpaid meal breaks when working shifts of eight (8) hours or more. SHP employees shall be allowed to leave the facility during this time, or if a break is taken on-site, are to have uninterrupted time unless called to an emergency response. Such meal breaks are to be usual and customary, and not overly excessive.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either shall be duly licensed to practice medicine in the State of North Carolina, and shall be available to SHP's nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week. Provider visits shall not be scheduled on holidays.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Jail Administrator and other involved County officials. Professional Provider visit times and dates shall be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

SHP shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of SHP, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

Should SHP experience increased staffing requirements or an increase of ten percent (10%) or more in total compensation expenses payable to its employees or independent contractors providing services at the Jail, and such increases are beyond the reasonable control of SHP, SHP and County shall negotiate in good faith an updated staffing matrix and/or a corresponding increased amount of compensation for the remainder of the then-current contract period that takes into account the additional personnel and/or additional compensation expenses incurred by SHP. Should SHP and County be unable to agree on a revised staffing matrix and/or an increased amount of compensation within thirty (30) days of SHP notifying County in writing of the need to modify the staffing matrix and/or increase compensation, either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by County and SHP.

Should medical services fall behind due to situations outside of SHP control, such as those described in Section No. 4.3, below, and additional hours and/or SHP staff are required to bring services current, the County shall be billed and agrees to pay for the additional time incurred by SHP to bring services current.

2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by SHP to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law. SHP shall be responsible for verifying licensure requirements and qualifications, and County shall be responsible for timely background checks and clearance checks upon request by SHP. County acknowledges that SHP compensates its staff based on several factors, including, but not limited to, experience in correctional healthcare, and further that, SHP shall not issue credits for differences in licensure.

2.3 County's Satisfaction with Health Care Personnel. SHP shall have the sole discretion and authority in all personnel hiring decisions. In no event shall the County or Sheriff retain the right to hire and fire SHP personnel. SHP shall retain control over and have the final authority concerning the staffing of its health care personnel. If County becomes dissatisfied with any health care personnel provided by SHP hereunder, or by any independent contractor, subcontractors or assignee, SHP, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefor, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, SHP shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction. Should removal of an individual become necessary, SHP shall be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of SHP.

2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either SHP or County in the direct rendering of any health care services.

2.5 Subcontracting and Delegation. In performing its obligations under the Agreement, it is understood that SHP is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine,

dentistry, or other professional healthcare service requiring licensure or other authorization under state law. To fulfill its contractual obligations, SHP may engage physicians or other clinicians as independent contractors, rather than employees, in order to supply the clinical services required under this Agreement. SHP shall engage contract professionals that meet the applicable professional licensing requirements and SHP shall exercise administrative supervision of such contract professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the contract professional is required to exercise. For each agent and subcontractor, including all medical professionals, physicians, dentists and nurses performing duties as agents or independent contractors of SHP under this Agreement, SHP shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy.

2.6 Discrimination. During the performance of this Agreement, SHP, its employees, agents, subcontractors, and assignees agree as follows:

- a. None shall discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- b. In all solicitations or advertisements for employees, each shall state that it is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.7 Training of Personnel. The duty to train the Jail staff is and always remains vested in the County. The County is solely responsible for the overall operation of the Jail, including medical care. The County maintains ultimate responsibility for training and supervising its correctional officers, according to the requirements of federal and/or state statute, regulation, and/or law, including but not limited to training and supervision related to intake screening, emergency procedures, ensuring sick calls are passed along to the medical team in a timely manner, and proper distribution of medications (when appropriate).

Upon request of the County, SHP may assist in training for Jail staff on certain topics as determined by the County. Further, SHP shall provide annual training courses in Cardiopulmonary Resuscitation (CPR) and First Aid, as requested by the

County. The cost of certification shall be the responsibility of the County. Such training courses shall be scheduled by the County and SHP at a mutually agreed upon time and location. It is hereby acknowledged by the parties that any and all training provided by SHP for Jail staff would be supplemental to any training required by the State or any other governmental body for correctional officers. The County recognizes and acknowledges that the County shall be responsible for training of its own employees and agents.

SHP recognizes that certain training of SHP medical staff may need to be accomplished by the County for the purposes of inmate interaction, and as may be required by federal and/or state statute, regulation and/or law. SHP may require reimbursement of these training period hours if they are over and above the contracted on-site hours as agreed upon within the proposal and this Agreement.

SHP and County acknowledge that information contained in health training materials provided by SHP for reference by its staff or correctional officers is intended for use as guidelines and shall not be intended to establish a standard of medical care, nor shall it be relied upon as final determination in response to a medical service need, recognizing that each medical service need shall be individually evaluated and good prudent medical judgement shall be used.

2.8 Staffing Agency Use and Reimbursement. SHP shall notify the Jail Administrator and/or County designee of the use of staffing agency to fill contracted hours, in lieu of permanent SHP employee coverage for the shift(s). With respect to expenses of staffing agency use, SHP shall cover such costs for the first thirty (30) days of a position opening, but shall then seek reimbursement from the County for the difference in the SHP budgeted costs and the staffing agency position cost. Such reimbursement shall be limited to only the contracted hours of the position(s) and not any overtime. Further, SHP shall provide the County on a monthly basis all recruitment efforts made to attract applicants for the position(s), and discuss with the County any changes which may be needed to attract future applicants. Such changes may consist of but not be limited to shift time changes or higher budgeted payrates. Such reimbursements may be paid through the cost pool structure if the County has elected such option.

ARTICLE III REPORTS AND RECORDS

3.1 Medical Records. County acknowledges that SHP's responsibility for all inmate medical records shall commence on the effective date of this Agreement, and that the responsibility for all inmate medical records prior to the effective date of this Agreement shall rest solely with the County. Nothing in this Agreement shall be interpreted to impose responsibility on SHP for inmate medical records prior to the effective date of this Agreement. County does further acknowledge, however, that SHP shall assist County with the fulfillment of requests for production of medical records for

those medical services provided prior to the effective date of this Agreement, and by doing so does not assume any responsibility for such records. It is mutually understood by both parties that, during the term of this Agreement, SHP shall serve as the Records Custodian in all medical record matters, in accordance with all applicable laws.

Commencing on the effective date of this Agreement, SHP shall cause and require to be maintained a complete and accurate medical record for each inmate who has received health care services. Each medical record shall be maintained in accordance with applicable laws and County's policies and procedures. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the patient. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, SHP shall comply with North Carolina law and County's policy with regard to access by inmates and Jail staff to medical records. No information contained in the medical records shall be released by SHP except as provided by County's policy, by a court order, or otherwise in accordance with the applicable law. SHP shall, at its own cost, provide all medical records, forms, jackets, and other materials necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide SHP with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

3.2 Regular Reports by SHP to County. Upon request, SHP shall provide to County, on a date and in a form mutually acceptable to SHP and County, reports relating to services rendered under this Agreement.

3.3 Inmate Information. Subject to the applicable North Carolina law, in order to assist SHP in providing the best possible health care services to inmates, County shall provide SHP with information pertaining to inmates that SHP and County mutually identify as reasonable and necessary for SHP to adequately perform its obligations hereunder.

3.4 SHP Records Available to County with Limitations on Disclosure. SHP shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by SHP in the performance of its obligations hereunder are proprietary in nature and shall remain the property of SHP and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by SHP. SHP policies and procedures are for use by SHP employees only, and are not

intended to establish a standard of medical care, and such information should not be used as final determination of medical service, knowing each situation is individually evaluated, and good prudent medical judgement is to be used. Proprietary information developed by SHP shall remain the property of SHP.

3.5 County Records Available to SHP with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County shall provide SHP, at SHP's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by SHP or as are pertinent to the investigation or defense of any claim related to SHP's conduct. Consistent with applicable law, County shall make available to SHP such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as SHP may reasonably request. Any such information provided by County to SHP that County considers confidential shall be kept confidential by SHP and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

ARTICLE IV: SECURITY

4.1 General. SHP and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of SHP as well as for the security of inmates and County's staff, consistent with the correctional setting.

The non-delegable duty to protect inmates is, and always will be, vested in the County. This Agreement does not result in the assumption of a non-delegable duty by SHP. This duty extends to the control of inmate movement.

County shall take all reasonable steps to provide sufficient security to enable SHP to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and SHP that the provision of security and safety for the SHP personnel is a continuing precondition of SHP's obligation to provide its services in a routine, timely, and proper fashion, to the extent that if, in SHP's sole discretion, the safety and security of SHP personnel are compromised, SHP may exercise its right to immediately terminate services, in accordance with the provisions of Section No. 6.2(b) of this Agreement.

4.2 Loss of Equipment and Supplies. SHP shall be liable for loss of or damage to equipment and supplies of SHP, its agents, employees or subcontractors only in the event such loss or damage was caused by the negligence of SHP or its employees.

4.3 Officer Staffing Levels. It is understood SHP medical staff are given clearance to work and perform medical functions within the Jail. Should staffing levels of the correctional staff fall below an acceptable standard causing the SHP medical staff to be unable to complete such services in a timely manner, the County shall be responsible for the consequences of the same, for any resulting noncompliance with County, State, or Federal entity requirements or regulations, including, but not limited to, any resulting failed inspection and/or audit by County, State or Federal entity. SHP medical staff shall document and report such issues of backlogs created by inadequate officer staffing levels to the Jail Administrator. The County shall, upon notification by SHP, exercise every effort to bring officer staffing levels back up to standard within a reasonable period of time.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

5.1 General. County agrees to provide SHP with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone line and utilities and County shall provide necessary maintenance and housekeeping of the office and medical space and facilities (including incidentals such as tissue and hand towels).

5.2 Delivery of Possession. County shall provide to SHP, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment in place at the Jail's health care unit. At the termination of this or any subsequent Agreement, SHP shall return to County's possession and control all medical and office equipment, in working order, reasonable wear and tear excepted, which were in place at the Jail's health care unit prior to the commencement of services under this Agreement.

5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by SHP during the term of this Agreement shall be purchased by SHP at its own cost. At the end of this Agreement, or upon termination, County shall be entitled to purchase SHP's equipment and instruments at an amount determined by SHP.

5.4 Infection Control – Personal Protective Equipment (PPE). SHP and County understand that adequate infection control PPE are essential and necessary for the health and safety of the agents, employees and subcontractors of SHP as well as for the health and safety of inmates and County's staff, consistent with the correctional setting. SHP shall be financially responsible for the reasonable costs associated with providing sufficient infection control PPE for its employees and/or subcontractors in compliance with regular County, State or Federal entity requirements or regulations. In the instance of any outbreak, pandemic, jail directive/instruction, or other unusual infection control situation, additional PPE supplies and/or cost increases above SHP's

usual practice and procedure shall be assessed back to the County either through a contracted cost pool structure or direct billing back to the County for reimbursement to SHP.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

6.1 Term. This Agreement shall commence on July 1, 2024. The initial term of this Agreement shall end on June 30, 2025, and this Agreement shall thereafter be automatically extended for additional periods of twelve months each, beginning on July 1 of each year, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement. Notwithstanding any provision herein to the contrary, in the event SHP receives notice or communication from the County or Sheriff, by and through its respective staff or personnel, either in writing or otherwise, of the County's intent to solicit bids for inmate health services, this Agreement shall automatically expire at the conclusion of the then-current period, except as may be mutually agreed to and acknowledged by express written agreement between the parties to extend or renew up through and including a specified period. In no event shall this Agreement continue for a period in excess of sixty (60) days following notice or communication by the County or Sheriff to SHP of the County's intent to solicit bids, except as may be mutually agreed to and acknowledged by express written agreement between the parties to continue services under this Agreement up through and including a specified period.

6.2 Termination. This Agreement, or any extension thereof, may be terminated as otherwise provided in this Agreement or as follows:

- (a) Termination by agreement. In the event that each party mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
- (b) Termination for Cause. SHP shall have the right to terminate this Agreement at any time for Cause, which may be effected immediately after establishing the facts warranting the termination, and without any further obligation to County, by giving written notice and a statement of reasons to County in the event:
 - (i) the safety and security of SHP personnel is determined by SHP, in its sole discretion, to be compromised, either as a direct, or indirect, result of County's failure to provide adequate security services, the provision of which is a continuing precondition of SHP's obligation to perform work under this Agreement, or

- (ii) County fails to compensate SHP for charges or fees due, either in whole, or in part, under this Agreement, according to the terms and provisions as stated herein.

Cause shall not, however, include any actions or circumstances constituting Cause under (i) or (ii) above if County cures such actions or circumstances within a specified period following delivery of written notice by SHP setting forth the actions or circumstances constituting Cause, during which period SHP may permit County, solely by express agreement, time to provide sufficient remedy to SHP's satisfaction. In all cases, this Agreement may be terminated immediately by SHP, without notice, if, in SHP's sole discretion, such immediate termination of services is necessary to preserve the safety and well-being of SHP personnel.

Upon such a termination for Cause, County acknowledges that, SHP shall be entitled to all compensation fees and charges due for services rendered hereunder, without penalty or liability to SHP, up through and including the last day of services, and further that, County shall be obligated to compensate SHP accordingly for such services rendered up through and including the last day of services, consistent with the terms and provisions of this Agreement. If any costs relating to the period subsequent to such termination date have been paid by County in the case of (i) above, SHP shall promptly refund to County any such prepayment.

- (c) Termination or non-renewal by Cancellation. This Agreement may be canceled or non-renewed without cause by either party upon sixty (60) days prior written notice in accordance with Section No. 9.3 of this Agreement.
- (d) Annual Appropriations and Funding. This Agreement shall be subject to the annual appropriation of funds by the Warren County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates shall belong to County.

ARTICLE VII. COMPENSATION.

7.1 **Base Compensation.** County shall compensate SHP based on the twelve-month annualized price of \$88,058.64 during the initial term of this Agreement, payable in monthly installments. Monthly installments during the initial term of this Agreement shall be in the amount of \$7,338.22 each. SHP shall bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. Payment by County to SHP shall be made electronically through the Automated Clearing House, or should the County elect not to make electronic payments to SHP, County agrees to pay an additional two percent (2%) per month charge. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP shall be prorated accordingly for the shortened month.

7.2 **Increases in Inmate Population.** County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 40. If the average daily inmate population exceeds 40 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$3.05 for each inmate over 40. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 40, if any, shall be multiplied by the per diem rate and by the number of days in the month to arrive at the increase in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment shall be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 45 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount shall be an addition to the regular base fee and shall be billed on a subsequent monthly invoice.

This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

7.3 **Future Years' Compensation.** The amount of compensation (i.e., annual base price and per diem rate as defined in Section Nos. 7.1 and 7.2, respectively) to

SHP shall increase at the beginning of each contract year. Annual pricing for the second year of the contract, effective July 1, 2025, and for the third year of the contract, effective July 1, 2026, shall be adjusted to account for inflation based on the Consumer Price Index (CPI) for medical care as published by the United States Department of Labor, or by 4%, whichever is higher. SHP shall provide written notice to County of the amount of compensation increase requested for subsequent annual periods effective on or after July 1, 2027, or shall otherwise negotiate mutually agreeable terms with County prior to the beginning of each annual contract period.

7.4 Inmates From Other Jurisdictions. Medical care rendered within the Jail to inmates from jurisdictions outside Warren County, and housed in the Jail pursuant to written contracts between County and such other jurisdictions shall be the responsibility of SHP, but as limited by Section No. 1.7. Medical care that cannot be rendered within the Jail shall be arranged by SHP, but SHP shall have no financial responsibility for such services to those inmates. County shall be financially responsible for the cost of all inmate prescription medications, specialized medical equipment and supplies in the event of a refusal to pay on the part of the jurisdiction with which Warren County has entered into such contract.

7.5 Responsibility For Work Release Inmates. SHP and County agree that SHP shall be responsible for providing on-site medical services as reasonable and appropriate to County inmates assigned to work release and/or release for community service work for government or nonprofit agencies upon an inmate's presentation to SHP medical staff at the Jail. Notwithstanding any other provisions of this Agreement to the contrary, SHP and County agree that County inmates assigned to work release, including work for Warren County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than SHP, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on work release. The costs of medical services associated with a particular illness or injury incurred by an inmate while on work-release may be covered by workers' compensation, medical insurance, accident insurance, or any other policy of insurance or source of payment for medical and hospital expenses, but such costs shall not otherwise be the financial responsibility of SHP. In all cases, SHP shall be responsible for providing medical care for any inmate who presents to medical staff on-site at the Jail, including any inmate injured or infirmed while on work release or release for community service, to the extent such care can be reasonably provided on-site, or shall assist with arrangements to obtain outside medical care as necessary.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT.

8.1 Insurance. At all times during this Agreement, SHP shall maintain professional liability insurance covering SHP for its work at County, its employees and its officers in the minimum amount of at least one million dollars (\$1,000,000.00) per

occurrence and seven million dollars (\$7,000,000.00) in the aggregate. SHP shall provide County with a Certificate of Insurance evidencing such coverage and shall have County named as an additional insured. In the event of any expiration, termination or modification of coverage, SHP shall notify County in writing.

8.2 Lawsuits Against County. In the event that any lawsuit (whether frivolous or otherwise) is filed against County, its elected officials, employees and agents based on or containing any allegations concerning SHP's medical care of inmates and the performance of SHP's employees, agents, subcontractors or assignees, the parties agree that SHP, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law.

Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

8.3 Hold Harmless. SHP agrees to indemnify and hold harmless the County, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the aforementioned program of health care services provided by SHP. This duty to indemnify shall include all attorneys' fees and litigation costs and expenses of any kind whatsoever. County or Sheriff shall promptly notify SHP of any incident, claim, or lawsuit of which County or Sheriff becomes aware and shall fully cooperate in the defense of such claim, but SHP shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require SHP to indemnify the County, its agents and/or employees from the County's, its agents' and/or employees' own negligence and/or their own actions or inactions.

County does hereby agree to indemnify and hold harmless SHP, its agents and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind arising solely out of the operation of the facility and the negligence and/or action or inaction of the Sheriff, the County or their employees or agents. This duty to indemnify shall include all attorneys' fees and litigation costs and expenses of any kind whatsoever. SHP shall promptly notify the County of any incident, claim, or lawsuit of which SHP becomes aware and shall fully cooperate in the defense of such claim, but the County shall retain sole control of the defense while the action is pending, to the extent allowed by law. In no event shall this agreement to indemnify be construed to require the County to indemnify SHP, its agents and/or employees from SHP's, its agents' and/or employees' own negligence and/or their own actions or inactions.

ARTICLE IX: MISCELLANEOUS.

9.1 **Independent Contractor Status.** The parties acknowledge that SHP is an independent contractor engaged to provide for the delivery of health services to inmates at the Jail, as set forth in this Agreement. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship between the parties.

9.2 **Assignment.** Neither party may transfer, sell or assign its rights or obligations under this Agreement to any third party without the other party's express written consent, which consent shall not be unreasonably withheld; except that SHP may transfer or assign its rights or obligations under this Agreement to any corporate affiliate of SHP, or in connection with the sale of all or substantially all of the stock assets of the business of SHP, without the express written consent of the other party.

9.3 **Notice.** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or delivered by certified or registered first-class mail (return receipt requested, postage prepaid) or Federal Express, UPS or other reputable overnight courier service (with signed delivery confirmation), and transmitted by electronic mail transmission, including PDF (with delivery and read receipt confirmation), and addressed to the appropriate party at the following address and regularly-monitored electronic mail address of such party, or to any other person at any other address and regularly-monitored electronic mail address as may be designated in writing by the parties:

- a. County: Warren County Board of Commissioners
602 West Ridgeway Street
Post Office Box 619
Warrenton, North Carolina 27589
Email: _____
- b. SHP: Southern Health Partners, Inc.
2030 Hamilton Place Boulevard, Suite 140
Chattanooga, Tennessee 37421
Attn: President
Email: jennifer.hairsine@southernhealthpartners.com and
lacey.lafuze@southernhealthpartners.com

Notices shall be effective upon receipt regardless of the form used.

9.4 **Governing Law and Disputes.** This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of North Carolina, except as specifically noted. Disputes between the Parties shall, first, be formally mediated by a third party or entity agreeable to the Parties, in which case the Parties shall engage in good faith attempts to resolve any

such dispute with the Mediator before any claim or suit arising out of this Agreement may be filed in a court of competent jurisdiction.

9.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

9.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

9.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

9.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that SHP is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Jail. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

9.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9.10 Liaison. The Warren County Sheriff or his designee shall serve as the liaison with SHP.

9.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

9.12 Time of Essence. Time is and shall be of the essence of this Agreement.

9.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

9.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

9.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

9.16 Non-solicitation. SHP takes pride in its staff and has a significant investment in the training and professional development of our employees and independent contractors; they are valued members of our business. As such, during the term of this Agreement or within one (1) year after this Agreement's termination, the County and its agents agree not to solicit any employee or independent contractor of SHP on behalf of the County or any other business enterprise, nor to induce any employee or independent contractor associated with SHP to terminate or breach an employment, contractual or other relationship with the SHP. The County hereby acknowledges (1) that SHP will suffer irreparable harm if the obligations under this Agreement are breached; and, (2) the County agrees to pay a professional replacement fee of Seven Thousand Five Hundred Dollars (\$7,500.00) per employee or independent contractor to compensate SHP for the estimated cost of replacing said employee or independent contractor. The foregoing shall not apply to any SHP employee or independent contractor who may have been employed by the County directly prior to this agreement start date.

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IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

WARREN COUNTY, NC

BY:

Date: _____

ATTEST:

Date: _____

SOUTHERN HEALTH PARTNERS, INC.

BY:

Jennifer Hairsine, President and Chief Executive Officer

Date: _____



WARREN COUNTY BOARD OF COMMISSIONERS

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

SALE OF SURPLUS WARREN COUNTY PROPERTY

Angelena Kearney Dunlap,
Chairman
Victor Hunt, Vice Chairman
Tare Davis
Bertadean Baker
Al Cooper, Jr.

Crystal Smith
County Manager

Paula Pulley
Clerk to the Board

WHEREAS, the County of Warren has certain property which is no longer needed and/or has been foreclosed for delinquent taxes and may lawfully dispose of such property through on-line auction.

NOW, THEREFORE, BE IT REOLVED THAT, pursuant to Article 12 North Carolina General Statute 160A-268 & 160A-270, the Warren County Board of Commissioners will sell through online auction the following:

Health Department: Exam Table

The property will not be open for inspection and is being sold in "as is" condition with no warranties.

A minimum bid has been established per property. The Warren County Board of Commissioners reserves the right to reject any or all bids, to waive informalities, and to award bid in the opinion of the Owner's best interest. All questions should be directed to: Paula Pulley, Warren County Clerk to the Board (252)257-3115 (8:30 a.m. to 5:00 p.m., Monday through Friday), or emailed to paulapulley@warrencountync.gov.

BE IT FURTHER RESOLVED, the Board of Commissioners authorizes the County Manager (or designee) to dispose of said property and incur those costs incidental to sell of property; and that advertising, describing the property, the method for bidding and the date, time and place for the bid opening be placed with auction site, notice in the Warren Record Newspaper and otherwise appropriately advertised according to law.

ADOPTED this the 13^h day of January, 2025.

Warren County Board of Commissioners

Angelena Kearney Dunlap, Chairman

ATTEST:

Paula Pulley, Clerk to the Board

"This institution is an equal opportunity provider and employer."

Phone: (252) 257-3115
Fax: (252) 257-5971
www.warrencountync.com

Commissioner Appointments to Boards and Committees

VICTOR HUNT:

Department of Transportation Planning Committee
 Economic Development Commission
 Personnel Committee
 Franklin Vance Warren Opportunity Board of Directors
 Kerr Lake Regional Water System Advisory Board
 Resource Conservation & Development Council (RC&D)
 Water Committee (meets as needed)
 Parks and Recreation Commission

Jan 2023-Dec 2024

Term #

5th Term
 5th Term
 5th Term
 5th Term
 5th Term
 4th Term Alternate
 5th Term
 3rd Term

Jan 2025 - Dec 2027

BERTADEAN BAKER:

EMS Peer Review Advisory
 Trillium
 Health Board
 Local Emergency Planning Committee (LEPC)
 Personnel Committee
 Social Services Board
 Stepping Up Initiative

7th Term
 2nd Term
 7th Term
 7th Term
 4th Term
 4th Term
 4th Term

TARE DAVIS:

E-911 Commission
 Equalization & Review (E&R)
 Finance Committee
 Fire Commission
 Franklin Vance Warren Opportunity Board of Directors
 Lake Gaston Weed Control
 Personnel Committee

4th Term
 4th Term
 5th Term
 4th Term
 5th Term
 5th Term
 4th Term

JENNIFER PIERCE:

Kerr Tar Council of Government Board of Directors
Kerr Area Rural Transportation Authority (KARTS)
Kerr Tar Rural Transportation Planning Committee
Resource Conservation & Development Council (RC&D)
Vance Granville Community College Trustees
Juvenile Crime Prevention Council
Kerr Ter Regional Ecomonic Development Commission

6th Term
4th Term Alternate
4th Term
4th Term
3rd Term
1st Term
1st Term

WALTER POWELL:

Finance Committee
Historic Preservation Commission
Kerr Tar Regional Economic Development
Kerr-Tar Rural Transportation Planning Committee (RPO)
Council of Governments Board of Directors
Local Foods Council, Coop Extension
Senior Center/Area Aging Council

4th Term
4th Term
4th Term
4th Term
4th Term
3rd Term
3rd Term

Angelena Kearney Dunlap:

Al Cooper:

**Warren County Alcoholic Beverage Control Board
1230 US Highway 158 Business West
Norlina, North Carolina 27563**

November 7, 2024

Warren County Board of Commissioners,

The Warren County ABC Board would like to make the recommendation to reappoint Victor Hunt & Effie Adams to our board for another 3 year term. This will complete our board of 5 seats if approved.

Thank you.

Sincerely,

Jamie H. Williams
General Manager
Finance Officer