

**AGENDA**  
**UNION COUNTY BOARD OF COMMISSIONERS**  
**REGULAR MEETING**  
**Monday, March 21, 2011**  
**7:00 PM**  
**Board Room, First Floor**  
**Union County Government Center**  
**500 North Main Street**  
**Monroe, North Carolina**

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[www.co.union.nc.us](http://www.co.union.nc.us)

**Closed Session - 6:30 P.M.**

**General Business:**

1. **Opening of Meeting (\*Estimated Time: 10 Minutes)**
  - a. Invocation Presented by Dr. Osco E. Gardin, Jr., Pastor of Elizabeth Missionary Baptist Church
  - b. Pledge of Allegiance
  - c. Employee Recognition  
**ACTION REQUESTED:** Recognize those County Employees Who Have Reached Special Milestones in Their Employment with Union County Government
2. **Informal Comments (\*Estimated Time: 10 Minutes)**
3. **Additions, Deletions and/or Adoption of Agenda (\*Estimated Time: 5 Minutes)**
4. **Consent Agenda (\*Estimated Time: 10 Minutes)**
  - a. Contracts and Purchase Orders Over \$20,000
    1. Central Administration: Printing and Copying Contract with Ricoh
    2. General Services: Lease Agreement with the North Carolina Department of Corrections for Space for Adult Probation  
**ACTION REQUESTED:** Authorize the County Manager to Approve Items 1-2, Pending Legal Review
  - b. Tax Administrator
    1. Tenth Motor Vehicle Billing  
**ACTION REQUESTED:** Approve Tenth Motor Vehicle Billing in the Total Amount of \$998,512.38
    2. Abatement Report for Motor Vehicles for the Month of October 2010 in the Amount of \$50,377.01  
**ACTION REQUESTED:** Approve Abatement Report for October 2010

- c. Dissolution of Farmers Market Committee  
**ACTION REQUESTED:** Dissolve the Farmers Market Committee
- d. Health Department: Budget Amendment #31 to Appropriate \$17,972.41 from the North Carolina Department of Environment and Natural Resources for Performing 100 Percent of All Required Food and Lodging Establishment Inspections in Union County  
**ACTION REQUESTED:** Adopt Budget Amendment #31 to Appropriate \$17,972.41 from the North Carolina Department of Environment and Natural Resources
- e. Health Department: Centers for Disease Control and Prevention (CDC) Healthy Homes Grant Funding  
**ACTION REQUESTED:** Authorize Acceptance of Grant Funding, if awarded, for the CDC Healthy Homes Grant Funding Application in the Approximate Amount of \$50,000
- f. Health Department: Teen Wellness Grant Program Proposal  
**ACTION REQUESTED:** Authorize Submission of the Teen Wellness Grant Program Proposal Application to the Sisters' of Mercy Foundation for a Three-Year Grant in the Approximate Amount of \$96,621 Per Year for Three Years
- g. Health Department: Budget Ordinance Amendment #30 to Appropriate \$1,450 in Additional Federal Title X (Family Planning) Bonus Funding  
**ACTION REQUESTED:** Adopt Budget Amendment #30 to Appropriate \$1,450 in Additional Federal Title X (Family Planning) Bonus Funding
- h. Register of Deeds: Request from Gerard McNaught, LLC, for Refund in the Amount of \$70 for Recording Fee for Special Warranty Deed Recorded in Incorrect County  
**ACTION REQUESTED:** Approve Refund, as Requested, in the Amount of \$70 to Gerard W. McNaught, LLC
- i. Fiscal Year 2011-2012 Grant Application for the Criminal Justice Partnership Program  
**ACTION REQUESTED:** Authorize County Manager and Finance Director to Sign and Submit the Criminal Justice Partnership Program Application for Continuation of Grant Funding
- j. Resolution to Revise the Regular Meeting Schedule of the Board of Commissioners for July 2011  
**ACTION REQUESTED:** Adopt Resolution Revising the Regular Meeting Schedule for July 2011 to delete the regular meetings of July 5 and July 18 and add a regular meeting for July 11, 2011

- k. Dodge City Community Development Block Grant (CDBG) - Language Access Plan  
**ACTION REQUESTED:** Adopt the Language Access Plan and Authorize the County Manager and the Chairman to Sign
- l. Criminal Justice Partnership Program  
**ACTION REQUESTED:** Accept Judge Lee's resignation from the Criminal Justice Partnership Program and appoint Superior Court Judge Chris Bragg to fill this unexpired term
- m. Minutes  
**ACTION REQUESTED:** Approval of Minutes

**New Business:**

- 5. **Presentation of Union County Economic and Tax Impact Study (\*Estimated Time: 15 Minutes)**  
**ACTION REQUESTED:** Accept Presentation
- 6. **CMC-Union Request for Conditional Approval of Certificate of Need (CON)**  
**ACTION REQUESTED:** Provide Direction to Staff Regarding CMC-Union's Request
- 7. **Announcement of Vacancies on Boards and Committees (\*Estimated Time: 10 Minutes)**
  - a. Adult Care Home Community Advisory Committee
  - b. Agricultural Advisory Board [One (1) Vacancy for an unexpired term ending June 2011]
  - c. Juvenile Crime Prevention Council [One (1) vacancy for each of the following: a Substance Abuse Professional and two (2) Vacancies for Persons under the Age of 18]
  - d. Nursing Home Advisory Committee [Members cannot have a financial connection with or have an immediate family member in a nursing home]
  - e. Parks and Recreation Advisory Committee [Vacancy for one member with a physical disability]
  - f. Home and Community Care Block Grant Advisory Committee [three (3) vacancies for community representatives as of December 2010]
  - g. Board of Health [one (1) vacancy for a Dentist and one (1) vacancy for a Veterinarian]
  - h. Board of Adjustment [Two (2) Vacancies for Regular Members and One (1) Vacancy for an Alternate Member]
  - i. Planning Board [Five (5) vacancies which include one (1) regular member with an unexpired term ending April 20, 2011; one (1) term ending April 20, 2011; and two (2) unexpired terms ending April 20, 2012 and an alternate whose term expires April 20, 2011]  
**ACTION REQUESTED:** Announce vacancies

- 8. County Manager's Comments (\*Estimated Time 10 Minutes)**
- 9. Commissioners' Comments**

**Information Only: No Action Required**

- 1. Department of Inspection Monthly Report for February 2011**
- 2. Discovery Report for Motor Vehicles for October 2010 from the Tax Administrator**



## OFFICE OF THE COMMISSIONERS AND MANAGER

500 N. Main St., Room 921 • Monroe, NC 28112 • Phone (704) 283-3810 • Fax (704) 282-0121

### PUBLIC NOTICE

**NOTICE IS HEREBY GIVEN** that the Union County Board of Commissioners will hold a special meeting on Monday, March 21, 2011, at 6:30 p.m. in the Commissioners' Conference Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, for the purpose of going into closed session to consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3).

Jerry B. Simpson, Chairman  
Union County Board of Commissioners



**Union County Service Award Recipients for the month of March 2011**

**We would like to recognize the following employees for full-time continuous service with Union County Local Government.**

**5 YEARS OF SERVICE**

JOHN TOMPKINS  
JOSEPHINE BENEDITO  
JAMES DENNIS  
NICOLE SAMUELS  
KIMBERLY SULLIVAN

**DEPARTMENT**

LIBRARY  
SHERIFF'S OFFICE  
SHERIFF'S OFFICE  
SHERIFF'S OFFICE  
SOCIAL SERVICES

**10 YEARS OF SERVICE**

CLIFF RHODES  
PATRICIA HASKELL  
SCOTT HUNEYCUTT  
AMY KAY  
LISA KAWYN  
VICTORIA PURSER

**DEPARTMENT**

LIBRARY  
PUBLIC WORKS  
PUBLIC WORKS  
SHERIFF'S OFFICE  
SOCIAL SERVICES  
TRANSPORTATION AND NUTRITION

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: 3/21/2011**

**Action Agenda Item No. 4a(1)**  
(Central Admin. use only)

**SUBJECT:** Copier & Printer Contract

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**DEPARTMENT:** Central Administration      **PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Proposed Savings

**INFORMATION CONTACT:**  
Wesley Baker

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**TELEPHONE NUMBERS:**  
704-283-3630

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**DEPARTMENT'S RECOMMENDED ACTION:** Authorize the County Manager to approve the contract pending legal approval.

**BACKGROUND:** In October of 2008, Union County began to explore the possibility of entering into a managed print contract to control the costs of its fleet of printers, faxes, and scanners. Benefits of using a managed print system include reduction in the number of print devices, reduction in the number of different brands of print devices, and increased networking of print devices. Union County requested input from various vendors and got recommendations from approximately 10 vendors including price proposals. There was no way to properly compare the price proposals because of the various options that different vendors proposed.

Union County standardized certain requirements and requested quotes based upon specific criteria. From the seven quotes that were received, Union County narrowed the list of prospective vendors to 3. The decision was then made to "piggy-back" off the state contract or community purchasing agreement as allowed under law (since all 3 of the final competitors had qualifying contracts.

With the current copier contract that was already in place expiring in early 2011, the decision was made to combine the printers and copiers into one contract. After an analysis of the 3 vendors' current approved contracts, the list of prospective vendors was reduced to 2. Based upon the approved contracts and negotiations with the 2 vendors, RICOH was selected as the vendor that best fit Union County's needs and price.

An analysis of the current cost to the County showed that the new contract will save the County approximately \$81,290 per year over the life of the proposed 5-year contract. This does not



include any utility cost savings from the 60% decrease in the printer fleet (reduction of number of printers using electricity). This also does not reflect the savings in paper costs that will be realized by using default duplex printing. This also does not recognize the value of the savings to be realized from the County's Information Services Department not having to respond to printer questions and problems.

**FINANCIAL IMPACT:** Varies depending upon number of prints/copies

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**

**MASTER AGREEMENT**  
**PURSUANT TO U.S. COMMUNITIES CONTRACT NO. 58795**

**Customer:**

Full Legal Name: Union County

Address: 500 N. Main Street

City: Monroe State: NC Zip: 28112

THIS MASTER AGREEMENT ("Agreement") is made by and between Ricoh Americas Corporation ("Ricoh"), with its principal place of business at 5 Dedrick Place, West Caldwell, NJ 07006 and the customer listed above ("Customer"). This Agreement shall be effective from the 31st day of March, 2011 and shall remain in effect for so long as any current or renewal term of any service order (a "Service Order") executed by Ricoh and Customer remains in effect. Any expiration or earlier termination of this Agreement shall not, however, be deemed to terminate, alter or otherwise modify the term of any Service Order entered into by the parties, which shall remain in effect in accordance with its terms. This Agreement is executed pursuant to the Contract by and between Ricoh and the City of Los Angeles, California (the "City") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 58795 and Contract Dates 09/21/2007 to 09/30/2012, awarded for Multifunctional Printers and Copiers, Lease, Purchase and Maintenance, as amended (the "Contract").

1. **Services.** Ricoh and/or its affiliate companies will provide Customer and/or its subsidiary and associated companies with the services more particularly described in Exhibit G of a Service Order (collectively, "Services") at the Customer location(s) identified in a Service Order. In order to obtain Services from Ricoh hereunder, Customer and Ricoh will execute a Service Order in the form attached to this Agreement.

2. **Space and Utilities.** (a) Customer agrees to provide a proper place for the use of the Equipment (as defined in Section 3 below), including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the Service of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment. Customer will designate a key operator for the Equipment who will be primarily responsible for the use and care of the Equipment on behalf of the Customer, and will be the primary point of contact for Equipment-related matters. Customer will make key operators available for instruction in use and care of the Equipment. Unless otherwise agreed upon by Ricoh in writing or designated in the applicable Service Order, all supplies for use with the Equipment will be provided by the Customer and will be available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive service programs. (b) Customer will maintain the designated space for the equipment free from any unsafe conditions and will make available to the Ricoh personnel and subcontractors any safety equipment or materials provided by Customer to Customer's own employees and subcontractors. (c) Customer shall provide adequate security for equipment, supplies, and other items of value utilized by Ricoh in the performance of the Services. Customer shall bear all losses resulting from the theft or loss of such equipment, supplies and/or items of value, except those negligently or willfully caused by Ricoh or Ricoh's employees. (d) Ricoh's inability to fulfill its obligations under this Agreement because of any failure of Customer to meet its obligations under this Section shall not constitute a breach of this Agreement or other default by Ricoh.

3. **Equipment.**

3.1 **Ricoh-Provided Equipment.** In connection with performing the Services, Ricoh will provide the equipment that is listed on Exhibit B of a Service Order under the heading "Ricoh-Provided Equipment" ("Ricoh-Provided Equipment").

3.2 **Ricoh-Cancelable Equipment.** In the event Ricoh provides 25 or more units under this Agreement, then Ricoh and Customer agree that this Section 3.2 shall apply. If the foregoing condition is satisfied, then Ricoh may provide the equipment that is listed on Exhibit C of a Service Order under the heading "Ricoh-Cancelable Equipment" (the "Ricoh-Cancelable Equipment") and together with the Ricoh-Provided Equipment and Additional Equipment (as defined in Section 3.4), the "Ricoh Equipment"). Ricoh agrees that Customer shall be entitled to rent (on a cancelable basis) the Ricoh-Cancelable Equipment for the purpose of fleet right-sizing, down-sizing and overall flexibility. Exhibit C of the Service Order shall provide that Customer may terminate any Ricoh-Cancelable Equipment listed on such Exhibit C without penalty with respect to any rented equipment on thirty (30) days prior written notice to Ricoh for fleet downsizing. At no time, however, shall the total amount of Ricoh-Cancelable Equipment exceed a maximum of four percent (4%) per contract year of the equipment fleet provided by Ricoh to Customer under this Agreement, based on number of units.

Delivery of the Ricoh Equipment to Customer's location shall not include system and/or network related installation or services unless agreed to in writing by Customer and Ricoh. All Ricoh Equipment shall remain the property of Ricoh or its subsidiaries, or third party lenders, as appropriate, and Customer shall have no right, title or interest in or to the Ricoh Equipment.

3.3 **Customer Equipment.** Customer shall provide the equipment listed on Exhibit D of a Service Order under the heading "Customer-Provided Equipment" ("Customer Equipment" and together with the Ricoh Equipment, the "Equipment"). Customer Equipment may also include any equipment for which Ricoh has agreed to pay a third party on behalf of Customer during the term of this Agreement and pass through such expense to Customer. All costs and expenses relating to any Customer Equipment, including maintenance and repairs, shall be the responsibility of Customer, unless otherwise agreed to in writing by Customer and Ricoh. All Customer Equipment shall remain the property of Customer, and Ricoh shall have no right, title or interest in or to the Customer Equipment. Customer will be responsible for all costs and expenses, including those listed on Exhibit G, of a Service Order incurred by Ricoh to move, at Customer's request, any Equipment from one location to another.

3.4 **Additional Equipment.** From time to time during the Initial Term or Renewal Term of any Service Order, Customer shall be

permitted to add Ricoh Equipment to the Service Order. In the event that Customer desires to add additional equipment during the term of the Service Order, Customer shall: (i) with respect to additional Ricoh-Provided Equipment ("Ricoh-Provided Additional Equipment"), execute an Exhibit E to Service Order and (ii) with respect to additional Ricoh-Cancelable Equipment ("Ricoh-Cancelable Additional Equipment") and together with the Ricoh-Provided Additional Equipment, the "Additional Equipment", ~~execute an Exhibit F to Service Order. The term of the Additional Equipment and the costs and fees associated with such Additional Equipment shall be mutually agreed to by parties.~~

**4. Equipment and Software.** (a) If Ricoh is engaged to provide Equipment repair and maintenance under any Service Order ("Serviced Equipment"), Ricoh will, between 8:00am and 5:00pm, Monday to Friday excluding public holidays ("Normal Business Hours"), repair or replace in accordance with the terms and conditions of this Agreement any part of the Equipment that becomes unserviceable due to normal usage (other than consumable supplies) ("Equipment Repair and Maintenance"). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used as determined by Ricoh in its sole discretion. All parts removed due to replacement will become the property of Ricoh. (b) If Ricoh is engaged to provide software support under any Service Order ("Software Support"), Ricoh will during Normal Business Hours provide support for software supplied by Ricoh ("Software") in accordance with the terms and conditions of this Agreement. Software Support is advice by telephone, email or via the Ricoh or the developer's website following receipt of a request from the Customer to diagnose faults in the Software and advice to rectify such faults (remotely or by attendance on site as determined by Ricoh). (c) The Services provided by Ricoh under this Agreement and each Service Order will not include the following: (i) repairs or Software Support resulting from misuse (including without limitation failure to maintain a proper environment for the Equipment or Software, improper voltage or the use of supplies that do not conform to the manufacturer's specifications); (ii) repairs made necessary by service or relocation of the Equipment performed by persons other than Ricoh representatives; (iii) service calls or work which the Customer requests to be performed outside of Normal Business Hours (unless covered under an extended hour service contract); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) supply of consumable supplies such as paper or staples, unless expressly provided for in the Service Order; (vi) repairs and/or service calls resulting from attachments not purchased from Ricoh; (vii) any Software Support or system support or the connection of any hardware or software to any Customer network or system unless specified in the Service Order; (viii) parts no longer available from the applicable manufacturer; and (ix) electrical work external to the Equipment, including problems resulting from overloaded or improper circuits. Damage to Equipment or parts are not covered by this Agreement or any Service Order. In no event shall Ricoh be liable for any damages resulting from or related to any failure of software, including, but not limited to, loss of data, or delay of delivery of Services hereunder. Ricoh assumes no obligation to provide or install any anti-virus or similar software and the scope of services contemplated hereby does not include any such Services. Ricoh may terminate its Service obligations under this Agreement or any Service Order with respect to any item of Equipment or Software that has been modified, damaged, altered or serviced by personnel other than those employed by Ricoh. Additionally, Service necessitated as a result of inadequate key operator involvement, any operator caused damage, or the equipment being beyond economical repair may result in Service being rendered on a time-and-material basis in addition to the Service Charges.

**5. Service Calls.** Service calls will be made during Normal Business Hours at the Customer location shown on the applicable

Service Order. Travel and labor-time for service calls outside of Normal Business Hours, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged on a time-and-material basis. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer shall hold Ricoh and its employees and representatives harmless from and against damages to any unauthorized parts, components or accessories as well as any claims arising therefrom. Reconditioning and similar major overhauls may be covered by applicable manufacturer warranties, but are not covered by this Agreement or any Service Order. If Ricoh determines that such actions may be necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under the applicable Service Order).

**6. Service Warranties.** (a) Ricoh will perform its Services (i) in accordance with the applicable manufacturer's specifications and (ii) to meet the Service Levels, as defined in Exhibit G of the Service Order. If the Equipment fails to perform in accordance with the manufacturer's specifications or fails to meet the Service Levels, and Customer provides Ricoh with written notice of the problem, then Ricoh shall promptly use reasonable commercial efforts to repair such Equipment. If Ricoh is unable to repair the Equipment at Customer's location, Ricoh will provide temporary replacement equipment at no additional cost to Customer while the Equipment is being repaired at a Ricoh service center. If Ricoh is unable to repair the Equipment, Ricoh will install at Customer's location replacement equipment of equal or greater functionality at no additional charge to Customer. (b) Ricoh warrants that the Services performed hereunder will be performed in a good and workmanlike manner, and Customer's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed. Ricoh warrants that the Ricoh service technicians will meet the Service Levels.

**7. Use Of Recommended Supplies; Meter Readings.** (a) If the Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Equipment or cause abnormally frequent service calls or service problems, then Ricoh may, with prior notice, assess a surcharge or terminate the applicable Service Order with respect to such items of Equipment. If so terminated, Customer will be offered service on a time-and-material basis. It is not a condition of this Agreement that the Customer use only Ricoh-provided supplies. (b) Customer agrees, either by itself or through a designated representative, which may include any Ricoh personnel or an independent third party, to provide Ricoh true and accurate meter readings by submitting meter reads to Ricoh through the Ricoh web-based meter read submission program, or when and in any reasonable manner requested by Ricoh, whether via telephone, email or otherwise. If accurate meter readings are not provided on a timely basis, Ricoh reserves the right to estimate the meter readings from previous meter readings. Appropriate adjustments will be made to subsequent billing cycles following receipt of actual and accurate meter readings. As part of its Services, Customer acknowledges and agrees that Ricoh may place automatic meter reading units on imaging devices, embedded or otherwise, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis, service calls and low toner alerts. Ricoh agrees that such units will be used by Ricoh solely for such limited purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and may be utilized for

billing purposes.

**8. Purchases of Equipment for Cash.** In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a purchase order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties to the extent transferable and without recourse. Accordingly, Ricoh ~~DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY EQUIPMENT OR PRODUCTS PURCHASED BY CUSTOMER HEREUNDER.~~ Unless otherwise agreed upon by both parties in writing, Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all equipment purchased under this Agreement when the same is delivered by signing a delivery and acceptance certificate (in a form to be provided by Ricoh) or written delivery acknowledgement. Orders shall not be cancelable by the Customer following acceptance by Ricoh. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within three days after receipt of equipment by Customer. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

**9. Professional Services.** In the event that Customer desires to order fixed fee or variable fee professional services from Ricoh from time to time, it may do so by entering into a Statement of Work (in a form to be provided and executed by Ricoh). In addition to the terms and conditions of this Agreement, the following terms shall apply to any Statement of Work:

9.1 Changes to the scope of the services described in any such Statement of Work shall be made only in a written change order signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. Ricoh shall provide any such services at the Customer location set forth in the Statement of Work, as applicable, or on a remote basis. In consideration of the services set forth in the Statement of Work, Customer shall pay Ricoh the fees in the amounts and at the rates set forth therein. Ricoh may suspend or terminate such services for non-payment.

9.2 Customer acknowledges that Ricoh's performance of any such services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Statement of Work. Estimated delivery and/or service schedules contained in any Statement of Work are non-binding estimates.

9.3 Intellectual property rights arising from the services provided under any Statement of Work shall remain the property of Ricoh, and nothing contained in any Statement of Work shall be construed to transfer, convey, restrict, impair or deprive Ricoh of any of its ownership or proprietary interest or rights in technology, information or products that existed prior to the provision of deliverables under the Statement of Work or that may be independently developed by Ricoh outside the scope of the Statement of Work and without use of any confidential or otherwise restricted material or information thereunder. Customer shall not use any services provided pursuant to a Statement of Work for any unlawful purpose.

**10. Basic Connectivity Services.** If any software, system support or related connectivity services are specifically set forth on a Service Order and accepted by Ricoh, Ricoh shall provide any such

services at the Customer location set forth in the Services Order, as applicable, or on a remote basis. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. Customer acknowledges that Ricoh's performance of any such services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Service Order, as applicable. Unless connectivity services are specifically identified in the Service Order ~~as part of the services to be performed by Ricoh,~~ Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

**11. Fees and Charges.** Customer shall pay the monthly minimum fees ("Minimum Fee") for the Equipment and Services and the fees for any additional services, impressions and equipment, as specified in a Service Order ("Service Charges"). All rates and other charges provided for in this Agreement are exclusive of all federal, state, municipal or other governmental excise, sales, use or similar taxes, which taxes (other than taxes relating to Ricoh's income) will be billed to Customer if required to be collected and remitted by Ricoh.

**12. Invoicing.** Ricoh shall invoice Customer in advance for the Minimum Fee and any other base recurring charges that may be agreed to by Ricoh and Customer in the form of an amendment to this Agreement. All invoiced amounts shall be due to Ricoh by the date indicated on the invoice and will be considered past due thereafter. If any invoiced amount is not paid within ten (10) days of its due date, Customer will pay, in addition to that amount, a late charge of five percent (5%) of the overdue payment (but in no event greater than the maximum amount allowed by applicable law). If Customer disputes a charge or charges on a given invoice, other than the Minimum Fees agreed to herein, Customer shall pay all non-disputed charges and protest the disputed charges in writing to Ricoh. Customer will not be charged a late fee on any charges disputed by Customer in accordance with this Agreement.

**13. Termination of Services.** Upon ninety- (90-) days' prior written notice, either party may terminate any of the Services specified in Exhibit G of a Service Order (but not the Equipment). Upon termination of the Services, Customer shall: (i) pay to Ricoh all fees and charges incurred by Customer through the date of termination of the Services under this Agreement; and (ii) if applicable, resume payment of any amounts paid for by Ricoh during the term of this Agreement on behalf of Customer. Upon the expiration of the Service Order or the effective date of any termination of Services and Ricoh Equipment, as provided herein, Customer shall permit Ricoh to remove any Ricoh Equipment and any unused Ricoh-purchased supplies, which shall be in as good condition as when Customer received them, except for ordinary wear and tear.

**14. Termination of the Equipment.**

14.1 Upon any termination of the Services pursuant to Section 13 hereof, and subject to Sections 14.2 and 14.3 below, Customer may either (i) retain all of the Ricoh Equipment as set forth in Section 14.2 below or (ii) return all of the Ricoh Equipment as set forth in Section 14.3 below.

14.2 Retention of Equipment. If Customer elects in the written notice to Ricoh to retain possession of the Ricoh Equipment for the remainder of the Initial Term or Renewal Term of the Service Order:

(a) Customer shall be obligated for all maintenance costs of the Ricoh Equipment and all Ricoh Equipment supply costs (including but not limited to toner, developer and staples);

(b) Customer shall, for the remainder of the Initial Term or Renewal Term, pay to Ricoh the Minimum Fee associated with the Ricoh Equipment as set forth on Exhibit A to a Service Order

throughout the remainder of the Initial Term or Renewal Term of the Service Order; and

(c) Customer shall, for the remainder of the Initial Term or Renewal Term of the Service Order, pay to Ricoh the fees associated with any Additional Equipment as set forth on any Exhibit E or Exhibit F to a Service Order throughout the term of any such Exhibit E or Exhibit F, or renewal thereof.

~~14.3~~ Return of Equipment. Should Customer opt in the written notice to Ricoh to return the Ricoh Equipment listed on Exhibits B and C to a Service Order and any Additional Equipment which is added through any Exhibit E or F to a Service Order:

(a) Customer shall pay to Ricoh a one-time aggregate sum, discounted to present value at the rate of six percent (6%) per year, equal to:

(i) with respect to the Ricoh Equipment installed at the inception of the Initial Term of a Service Order, the Minimum Fee associated with the Ricoh Equipment as set forth on Exhibit A of a Service Order, *multiplied* by the number of months remaining in the term of such Service Order at the time of termination; *plus*

(ii) with respect to any Ricoh-Provided Additional Equipment, the minimum fees associated with any Ricoh-Provided Additional Equipment as set forth on any Exhibit E to a Service Order, *multiplied* by the number of months remaining in the term of such Exhibit E at the time of termination; and

(b) Customer shall pay to Ricoh all other fees and charges incurred by Customer through the date of cancellation of Services under this Agreement.

## 15. Default.

15.1 In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Agreement when due and payable, and such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of sixty (60) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding.

15.2 If Ricoh cancels this Agreement under this Section 15, in addition to Customer's obligations under Section 14 above, Customer shall:

(a) permit Ricoh to remove from Customer's location the Ricoh Equipment, and any unused Ricoh-purchased supplies and pay all reasonable costs incurred by Ricoh for removal of the Ricoh Equipment;

(b) pay to Ricoh a one-time aggregate sum, discounted to present value at the rate of six percent (6%) per year, equal to:

(i) with respect to the Ricoh Equipment installed at the inception of the Initial Term of a Service Order, the Minimum Fee associated with the Ricoh Equipment as set forth on Exhibit A of a Service Order, *multiplied* by the number of months remaining in the term of such Service Order at the time of termination; *plus*

(ii) with respect to any Ricoh-Provided Additional Equipment, the minimum fees associated with any Ricoh-

Provided Additional Equipment as set forth on any Exhibit E to a Service Order, *multiplied* by the number of months remaining in the term of such Exhibit E at the time of termination;

(c) pay to Ricoh all other fees and charges incurred by Customer through the date of termination of this Agreement, including any late fee charges; and

~~(d) pay any reasonable costs and expenses (including attorneys' fees and expenses) incurred by Ricoh to collect any amounts owed by Customer hereunder.~~

**16. Confidentiality.** Ricoh recognizes that it must perform the Services in a manner that protects any information of Customer or its clients that Customer has clearly identified to Ricoh as being confidential (such information hereafter referred to collectively as "Customer Confidential Information") that may be disclosed to Ricoh hereunder from improper use or disclosure. Ricoh agrees to treat Customer Confidential Information on a confidential basis. Ricoh further agrees that it will not disclose any Customer Confidential Information without Customer's prior written consent to any third party except to authorized representatives of Customer or to employees or subcontractors of Ricoh who have a need to access such Customer Confidential Information to perform the Services contemplated hereunder. Customer Confidential Information shall not include (i) information which at the time of disclosure is in the public domain, (ii) information which, after disclosure becomes part of the public domain by publication or otherwise through no fault of Ricoh, or (iii) information which can be established to have been independently developed and so documented by Ricoh or obtained by Ricoh from any person not in breach of any confidential obligations to Customer. The terms of this Agreement shall not be considered to be Customer Confidential Information.

Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of Equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Agreement to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

**17. Insurance.** At all times during the term of this Agreement, the parties hereto shall comply with the following insurance requirements:

17.1 Each party shall maintain workers' compensation insurance for all such party's employees, including coverage under the applicable law of the jurisdiction where the work will be performed. Each party shall also require that all of its subcontractors maintain similar workers' compensation coverage. For the purpose of this

Section, self-insurance approved by the appropriate state agency or regulatory body is deemed to satisfy these requirements.

17.2 Each party shall maintain employer's liability insurance (in the United States typically Coverage B of a workers' compensation policy) with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident; (ii) \$1,000,000 for bodily injury by disease; and (iii) \$1,000,000 for each employee for bodily injury by disease. Each party shall also require that all of its subcontractors maintain similar employer's liability coverage.

17.3 Each party shall maintain general liability insurance and include the other party as an additional insured. Limits shall be a minimum of: (i) \$1,000,000 per occurrence for bodily injury or property damage; (ii) \$1,000,000 per occurrence for products or completed operations; and (iii) \$2,000,000 annual aggregate for products or completed operations' claims. Coverage shall include those perils generally associated with a commercial general liability policy and specifically include contractual liability coverage. Coverage shall contain no exclusions for cross liability between insureds. Each party shall also require that all of its subcontractors maintain similar general liability insurance.

17.4 Customer agrees to maintain insurance to cover the Ricoh Equipment for all types of loss, including, without limit, theft, in an amount not less than the full replacement value and Customer will include Ricoh as an additional insured and loss payee on Customer's insurance policy. Because Customer has sole possession and control of the Ricoh Equipment, Customer is responsible for any damage, injury or loss caused by (or to) such equipment resulting from the use, misuse or possession of such equipment or any accident or other casualty relating to the Ricoh Equipment.

17.5 With regard to the above, each party's insurance shall: (i) be underwritten by a licensed insurer reasonably acceptable to the other party; (ii) be primary for that party's exposure relative to any insurance purchased or maintained by the other party; (iii) be evidenced by a certificate of insurance containing a signature by a duly authorized representative of the insurer providing such insurance cannot be canceled, non-renewed or materially altered without thirty (30) days written notice by certified mail to the other party. With regard to the general liability insurance, each party's insurance shall be endorsed so the insurer will waive subrogation rights against the other party.

**18. Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party, up to a maximum of \$1,000,000, to the extent caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Customer shall indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees and expenses) for actual or alleged infringement of any intellectual property right, including but not limited to copyright, trademark, or right of publicity, and breach of confidentiality arising from the copying of materials provided by Customer hereunder. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to give Ricoh any control over decisions relating to choosing the content of information copied or otherwise handled hereunder. Customer warrants and represents that it violates no intellectual property rights or confidentiality agreements of third-parties by having Ricoh perform Services under this Agreement. Customer shall further indemnify, defend and hold harmless Ricoh and its representatives and affiliates from and against any fine, penalty, claim, suit, demand, liability, cause of action, damage or cost (including reasonable attorneys' fees) for any actual or alleged violation of any law or

regulation relating to export and re-export control (collectively, "Export Laws") arising from the performance of Services under this Agreement. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Export Laws and for obtaining any applicable authorization or license under the Export Laws. Customer acknowledges and agrees that Ricoh may from time to time, in its sole discretion, engage non-U.S. subcontractors to perform any ~~portion of the Services on Ricoh's behalf. Customer represents and warrants to Ricoh that it, its employees and agents shall not provide Ricoh with any document, technology, software or item for which any authorization or license is required under any Export Law.~~ Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

## **19. Limitations.**

19.1 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES, EQUIPMENT OR GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Ricoh shall be excused from any delay or failure in performance of the Services under this Agreement for any period if such delay or failure is caused by any event of force majeure or other similar factors beyond its reasonable control. THE AMOUNT OF ANY LIABILITY OF RICOH TO CUSTOMER OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

19.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS, LOSS OF REVENUE, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**20. Assignment.** Customer shall not assign or in any way dispose of all or any part of its rights or obligations under this Agreement or to the Ricoh-Provided Equipment or Ricoh-Cancelable Equipment provided for in this Agreement without the prior written consent of Ricoh. Ricoh may assign or transfer all, or any part of, its right to payment but not of its obligations under this Agreement, without notice to Customer. In the event of such an assignment and upon notice thereof, Customer agrees to pay all fees and other sums due under this Agreement to such assignee.

**21. Personnel.** Ricoh will provide the personnel as listed in Exhibit G of a Service Order ("Personnel") to perform Services and to operate at each Center. Personnel shall at all times be the employees of Ricoh, and Ricoh shall be solely responsible for the supervision, daily direction and control of such Personnel. Ricoh shall have the right to remove, reassign, or take any other employment-related action with respect to any of its Personnel furnished pursuant to this Agreement. In the event of such removal or reassignment, Ricoh will furnish a replacement. In addition, Ricoh shall be responsible for payment of all compensation, benefits and employer taxes relating to such Personnel (including workers'

compensation and disability). Ricoh reserves the right to hire temporary employees or subcontractors, if the circumstances require, in order to operate at any Center or to accommodate special requests from Customer. The parties do not hereby intend to enter into a partnership or joint venture, to become agents of one another or to have their respective personnel become agents of the other, and the relationship between Ricoh and Customer shall at all times be that of independent contractors.

22. **Removal of Personnel.** Should Customer determine that any Personnel are not performing in accordance with the requirements of this Agreement, Customer shall provide Ricoh with written notice of such failure. Within five (5) business days of Ricoh's receipt of such notice, and in accordance with Ricoh policy and procedure, Ricoh shall remedy the deficiency with the Personnel in question. Notwithstanding, if Customer believes that an action of Personnel warrants immediate action by Ricoh, Customer shall contact Ricoh and provide Ricoh in writing with the reason for requesting such immediate action. Customer may not request that Ricoh take action because of race, religion, gender, age, disability, or any other legally-prohibited basis under federal, state or local law.

23. **Prohibition on Hiring.** Either during any Ricoh Personnel's assignment to Customer or within six (6) months after the completion of such an assignment, should Customer hire or otherwise employ any Personnel in any manner whatsoever to perform services similar to those Services provided to Customer hereunder or have any Personnel provide such services through a third party, then Customer shall pay Ricoh, as a one-time placement fee as compensation for the screening, hiring and training costs incurred by Ricoh with respect to the replacement of each such Personnel, a sum equal to six (6) months' salary for each such Personnel Customer hires, engages or otherwise employs (but in no event more than \$20,000 for each such Personnel).

24. **Governing Law.** This Agreement and any United States Service Order shall be governed by the laws of the State of North Carolina both as to interpretation and performance, without regard to its choice of law requirements. All other Service Orders shall be governed by the law of the jurisdiction in which the Services are being performed. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

25. **Out of Scope Services.** Notwithstanding anything to the contrary set forth herein or in any Schedule or Exhibit hereto or any current or future course of dealing between the parties, THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT DO NOT INCLUDE, AND RICOH SHALL HAVE NO OBLIGATION TO PROVIDE, OR ANY LIABILITY FOR, ANY OUT OF SCOPE SERVICES. SIMILARLY, THE FEES PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DO NOT CONTEMPLATE THE PROVISION OF ANY OUT OF SCOPE SERVICES. For this purpose, the term "Out of Scope Services" shall include by way of illustration and not to be limited to any and all of the following: the operation or maintenance of any heavy equipment or machinery, including forklifts and stackers; the use or operation of any non-Ricoh vehicles; the handling or delivery of cash, checks, securities or negotiable instruments; security services, including x-ray, screening, guard or similar security measures; catering services; the leasing of real estate; chauffer, limo or shuttle services; and the handling or delivery of explosives, drugs, chemicals, hazardous wastes, biological materials, medical supplies, medical wastes, food items, organic and other perishables. In the event that Customer desires to obtain any Out of Scope Services, Customer should contact its Ricoh account executive to discuss available solutions for such services.

26. **Non-Appropriation.** (A) If all of the following shall occur: (a) Customer's governing body fails to approve sufficient monies in any fiscal year for Services or other payments due under any Service Order to this Agreement; (b) other funds are not

available for such payments; and (c) the non-appropriation of funds did not result from any act or failure to act on Customer's part, then a "Non-Appropriation" shall be deemed to have occurred. (B) If a Non-Appropriation occurs, then (x) Customer must give Ricoh immediate notice of such Non-Appropriation and provide written notice of such failure by Customer's governing body at least sixty (60) days prior to the end of the current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation; (y) no later than the last day of the fiscal year for which appropriations were made for the payment due under any Service Order to this Agreement (the "Return Date"), Customer shall return to Ricoh all, but not less than all, of the Ricoh Equipment covered by such Service Order to this Agreement at Customer's sole expense, in accordance with the terms hereof; and (z) any Service Order to this Agreement shall terminate without incurring any fees or charges provided that Customer shall pay any and all payments due up through the end of the last day of the month for which appropriations were made. (C) Upon any such Non-Appropriation, upon Ricoh's request, Customer will provide, upon Ricoh's request, an opinion of independent counsel (who shall be reasonably acceptable to Ricoh), in form reasonably acceptable to Ricoh, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

27. **Authority and Authorization.** (a) Customer represents and warrants to Ricoh that: (i) Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (ii) Customer has the power and authority to enter into this Agreement and all Service Orders to this Agreement; (iii) this Agreement and all Service Orders to this Agreement have been duly authorized, executed and delivered by Customer and constitute valid, legal and binding agreement(s) enforceable against Customer in accordance with their terms; and (iv) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Agreement or any Service Order to this Agreement. (b) If and to the extent required by Ricoh, Customer agrees to provide Ricoh with an opinion of independent counsel (who shall be reasonably acceptable to Ricoh), substantially in the form attached hereto as Exhibit A, confirming the foregoing and other related matters. (c) Customer agrees to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Agreement and all Service Orders hereto. (d) Customer agrees to provide Ricoh with any other documents that Ricoh may reasonably request in connection with the foregoing and this Agreement.

28. **Order of Precedence.** This Agreement shall consist of the terms and conditions of the Contract and this Agreement and any Equipment Schedule and Non-Cancelable Equipment schedule issued pursuant hereto. The order of precedence of the component parts of the Agreement shall be as follows: (a) Agreement, Service Order and any Equipment Schedule issued pursuant thereto, (b) Non-Cancelable Equipment Schedule, and (c) Contract. The foregoing order of precedence shall govern the interpretation of this Agreement in all cases of conflict or inconsistency therein.

29. **Miscellaneous.** The parties agree that the terms and conditions contained in this Agreement and in each Service Order hereto make up the entire agreement between them regarding the Services and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including without limitation, purchase orders. Any purchase order or other ordering documents issued by Customer at any time for any reason will not modify or affect this Agreement or any Service Order hereto, nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the Services ordered. Except as otherwise expressly set forth herein, any change in any of the terms

and conditions of this Agreement or any Service Order must be in writing and signed by both parties. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be

construed as though it did not contain the particular provision held to be invalid or unenforceable. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the mail, addressed to the party receiving the notice at its address shown above (or to any other address specified by that party in writing) with postage prepaid.

~~IN WITNESS WHEREOF, the parties have executed this Master Agreement as of \_\_\_\_\_, 2011.~~

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RICOH AMERICAS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Exhibit A

**Form of Legal Opinion**

*(This form is not to be executed, but is to be retyped on the letterhead of counsel)*

To: Ricoh Americas Corporation

RE: Service Order Number One ("Service Order") to Master Agreement dated \_\_\_\_\_, 2011 between Ricoh Americas Corporation and Union County.

Ladies and Gentlemen:

I am counsel to Union County (the "Customer"). I am familiar with the above referenced Service Order by and between Ricoh Americas Corporation ("Ricoh") and the Customer relating to the provision of certain equipment (the "Equipment") and services identified therein. Based on my examination of the Service Order and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is in my opinion that:

1. The Customer is Union County or a lawfully constituted political subdivision or agency thereof and is authorized by the Constitution and laws of the State of North Carolina to enter into the transaction contemplated by the Service Order and to carry out its obligations thereunder.
2. The Service Order set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement enforceable in accordance with its terms, except as such enforceability may be limited by insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equitable principles
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by the Customer of the Service Order and the transaction contemplated thereby.
4. The entering into and performance of the Service Order and other related documents will not violate any judgment, order, law or regulation applicable to the Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Customer or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the Customer is a party or by which it or its assets may be bound.
5. There are no actions, suits or proceedings pending or, to the knowledge of the Customer, threatened against or affecting the Customer in any court or before any government commission, board or authority, which, if adversely determined, will have a material adverse effect on the ability of the Customer to perform its obligation under the Service Order.
6. The Equipment is personal property and, when subject to use by the Customer, will not be or become fixture(s) under the laws of the State where the Customer is using the Equipment.
7. All required public bidding procedures regarding an award of this Service Order have been followed by the Customer.
8. The Customer shall be the only entity to possess, operate and use the Equipment during the Term of the Service Order.

Very truly yours,

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

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

Title \_\_\_\_\_

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

# RICOH

**SERVICE ORDER**  
**PURSUANT TO U.S. COMMUNITIES CONTRACT NO. 58795**

**Order Number:** One (1)

**Customer Name:** Union County

**Customer Location:** 500 N. Main Street, Monroe, NC 28112

This Service Order shall have a ~~sixty-one (61)~~ sixty-one (61) month term ("Initial Term") for performance unless earlier terminated as expressly provided herein. Thereafter, this Service Order shall be renewed for consecutive three (3) month periods, (each a "Renewal Term" and together with the "Initial Term", the "Term") at the rates specified herein, unless terminated by either party upon thirty (30) days prior written notice before the end of the Initial Term or Renewal Term, as applicable. This Service Order is made pursuant to the Master Agreement dated as of the 31 day of March, 2011 ("Agreement"). The Initial Term shall commence on March 31<sup>st</sup>, 2011 (the "Commencement Date") and Ricoh shall implement the Services during the first (1<sup>st</sup>) thirty (30) days of the Initial Term and shall not begin billing the Customer until the thirty-first (31<sup>st</sup>) day following the Commencement Date. All terms and conditions of the Agreement are incorporated into this Service Order and made a part hereof. It is the intent of the parties that this Service Order be separately enforceable as a complete and independent agreement, independent of all other Service Orders made as part of this Agreement. This Service Order consists of this page, together with the following Exhibits, which shall apply only to the engagement contemplated by this Service Order.

- Exhibit A – Fees**
- Exhibit B – Ricoh-Provided Equipment Schedule**
- Exhibit C – Ricoh-Cancelable Equipment Schedule**
- Exhibit D – Customer Equipment Schedule**
- Exhibit E – Additional Ricoh-Provided Equipment Schedule**
- Exhibit F – Additional Ricoh-Cancelable Equipment Schedule**
- Exhibit G – Scope of Work**

IN WITNESS WHEREOF, the parties have executed this Service Order to the above mentioned Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RICOH AMERICAS CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A TO SERVICE ORDER ONE  
MASTER AGREEMENT  
FEES**

**FEES FOR IMPRESSIONS**

1. **Minimum Fee.** Customer agrees to pay Ricoh the Minimum Fee for the Services, Equipment and any Additional Equipment as set forth in this Section 1, as follows:
- 1.1 with respect to the Ricoh Equipment and Customer Equipment, for each month during the Term of this Service Order, Customer shall pay Ricoh a monthly payment equal to (x) the Cost Per Impression (Black & White) set forth in the table below of this Section 1, multiplied by (y) the Total Monthly Minimum Impressions (Black & White) set forth in the table below of this Section 1; and
- 1.2 with respect to any Additional Equipment, for each month during the term of any Exhibit E or Exhibit F to this Service Order, Customer shall pay Ricoh a monthly payment equal to the fees set forth on any Exhibit E or Exhibit F.

Equipment	Monthly Minimum Impressions (Black & White)	Cost Per Impression (Black & White)
Ricoh Equipment	382,000	\$0.0393
Customer Equipment	240,000	\$0.0393

Total Monthly Minimum Impressions (Black & White)	Cost Per Impression (Black & White)
622,000	\$0.0393

2. **Excess Impression Charges.** In addition to the Minimum Fee, Customer agrees to pay Ricoh a monthly excess impression charge for (i) all color impressions on the Equipment, (ii) with respect to the Ricoh Equipment, all black & white impressions in excess of the Monthly Minimum Impressions (Black & White) for such equipment, and (iii) with respect to the Customer Equipment, all black & white impressions in excess of the Monthly Minimum Impressions (Black & White) for such equipment, as follows:

Equipment	Excess Cost Per Impression	
Ricoh Equipment	Black & White	\$0.01499
	Color	\$0.06000
Customer Equipment	Black & White	\$0.02990
	Color	\$0.10000

Charges for excess impressions shall be billed and paid for on a monthly supplemental invoice which Ricoh shall send to Customer. Excess impression charges for Additional Equipment shall be as set forth on any Exhibit E or Exhibit F to this Service Order.

3. **Plotters.** Inkjet plotters have no output counter. Therefore, it is not possible to include the supplies within the foregoing Cost Per Impression charges. However, Ricoh will purchase these supplies as needed and invoice Customer. HP inkjet plotters are covered as follows:

- (3) DesignJet CM1055: OnSite NBD for 2 years - parts and labor\*\*
- (1) DesignJet 4000PS: OnSite NBD for 5 years - parts and labor only
- (1) DesignJet 800: OnSite NBD for 5 years - parts and labor only
- (1) DesignJet T1100PS: OnSite NBD for 5 years - parts and labor only

\*\*The CM1055 has been discontinued by HP. Therefore, Ricoh is limited to covering this device for only 2 years. Ricoh will work with Customer to procure new devices if needed.

**EXHIBIT B TO SERVICE ORDER ONE  
MASTER AGREEMENT  
RICOH-PROVIDED EQUIPMENT**

Ricoh shall provide the following Ricoh-Provided Equipment:

<b>QUANTITY</b>	<b>MAKE</b>	<b>MODEL</b>
25	Ricoh	MP201spf
13	Ricoh	MP285i sp
23	Ricoh	MPc2051spf
25	Ricoh	MPc3001sp
7	Ricoh	MPc4501sp
3	Ricoh	MPc5501sp

The service level for the Ricoh-Provided Equipment shall be Gold – Includes all supplies and staples. Excludes paper.

**EXHIBIT C TO SERVICE ORDER ONE  
MASTER AGREEMENT  
RICOH-CANCELABLE EQUIPMENT**

Ricoh shall provide the following Ricoh-Cancelable Equipment:

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QUANTITY	MAKE	MODEL
4	Ricoh	MP201spf

The service level for the Ricoh-Cancelable Equipment shall be Gold – Includes all supplies and staples. Excludes paper.

**EXHIBIT D TO SERVICE ORDER ONE  
MASTER AGREEMENT  
CUSTOMER EQUIPMENT**

Ricoh shall provide Services for the following Customer Equipment:

Floor	Department	Asset No	Serial No	Connection Type	Make	Model
Ground Floor	Library Automation	1660	926928013	Network	Dell	Laser 5100cn
Ground Floor		1289	CNB1335440	Local	HP	LaserJet1018
Ground Floor	Library Administration	1696	CNHC59W280	Local	HP	LaserJet1320N
Ground Floor	Library Automation	1694	CNHC6D7B8M	Network	HP	LaserJet2600N
Ground Floor	Library Geneology	1692	SNRXR74068	Network	HP	LaserJet4240n
Ground Floor		1698	USBB064704	Network	HP	LaserJet8000
Floor 7		1501	CN424S738J		HP	5550c
Ground Floor	PW Middle	1788	CND99GNMQ	Local	HP	CM2320NF
Ground Floor		1721	SG3B0514CN0T		HP	Color Inkjet cp1700 Large Format
Ground Floor	DSS Central Support	1200	CNGFH00845	Network	HP	Color LaserJet 2550
Ground Floor	DSS Central Support	1275	CNGHB20653	Network	HP	Color LaserJet 2550n
Ground Floor	Health Services Nurse Cube I	1328	CNGC6681MJ	Network	HP	Color LaserJet 2600n
Ground Floor	Health Services Admin	1350	CNGC62H08R	Local	HP	Color LaserJet 2600n
Ground Floor		1384	CNHC74K0WN	Local	HP	Color LaserJet 2600n
Floor 8		1444	CNGC69C04B	Local	HP	Color LaserJet 2600n
Ground Floor	Library Automation	1658	CNHC6D7B83	Network	HP	Color LaserJet 2600n
Ground Floor	Library Children's	1662	CNHC6D7B8T	Network	HP	Color LaserJet 2600n
Ground Floor		1691	CNHC731126	Network	HP	Color LaserJet 2600n
Ground Floor		1820	CNHC72F0WR	Local	HP	Color LaserJet 2600n
Ground Floor		1842	CNHC731123	Local	HP	Color LaserJet 2600n
Ground Floor		1899	CNHC72F0WQ	Local	HP	Color LaserJet 2600n
Ground Floor		1902	CNGC63Y0RX	Not in Use	HP	Color LaserJet 2600n
Ground Floor		1509	CNHC82P0FM	Local	HP	Color LaserJet 2605dn
Ground Floor		1703	CNFC5C9052	Local	HP	Color LaserJet 2840 All in One
Floor 1		1584	CNBC75Z0KF	Network	HP	Color LaserJet 3505n
Ground Floor		1921	CNCCB900D3	Network	HP	Color LaserJet 3525
Floor 9		1460	CNWBFB98580	Not In Use	HP	Color LaserJet 3600
Ground Floor	Health Services Admin	1354	CNLBB25199	Network	HP	Color LaserJet 3600n
Ground Floor	Library Children's	1654	CNWBFB73946	Network	HP	Color LaserJet 3600n
Ground Floor	Library Circulation	1665	CNWBB34231	Network	HP	Color LaserJet 3600n
Ground Floor	Library Geneology	1677	CNWCH91484	Network	HP	Color LaserJet

						3600n
Ground Floor		1905	CNGHC46768	Local	HP	Color Laserjet 3600n
Floor 1		1601	CNWBFB00872	Network	HP	Color LaserJet 3800
<del>Ground Floor</del>	<del>Library Administration</del>	<del>1648</del>	<del>CNTFBB47112</del>	<del>Network</del>	<del>HP</del>	<del>Color LaserJet 3800n</del>
Floor 2		1619	SG8C303FE8	Network	HP	Color LaserJet 4600
Ground Floor		1787	JPCKC27843	Network	HP	Color Laserjet 4600
Floor 2		1408	JPBKD16949	Network	HP	Color Laserjet 4600DN
Floor 8		1447	JPFMD50557	Network	HP	Color Laserjet 4600DN
Floor 8		1448	JPBKC09470	Network	HP	Color Laserjet 4600DN
Ground Floor		1489	JPFMD57845	Network	HP	Color Laserjet 4600dn
Floor 2		1590	JP6MB44943	Network	HP	Color Laserjet 4600DN
Ground Floor	Health Services Admin	1355	JPCKC18023	Network	HP	Color Laserjet 4600N
Ground Floor	Health Services Admin	1356	JPHMC60962	Network	HP	Color Laserjet 4600N
Ground Floor		1365	JPHMC60960	Network	HP	Color Laserjet 4600N
Floor 1		1614	JPBKC17323	Network	HP	Color Laserjet 4600N
Ground Floor	Library Geneology	1683	JPBKB24090	Network	HP	Color Laserjet 4600N
Ground Floor		1709	JPCKF30104	Network	HP	Color Laserjet 4600N
Floor 8		1454	JPFAC09024	Network	HP	Color LaserJet 4650
Floor 1		1605	JPKAD35878	Network	HP	Color LaserJet 4650
Ground Floor		1790	JPKAD46694	Network	HP	Color LaserJet 4650
Floor 2		1405	JPKAD37916	Network	HP	Color LaserJet 4650dtn
Ground Floor		1722	JPCAD02471	Network	HP	Color LaserJet 4650n
Floor 1		1578	JP2LB74872	Network	HP	Color LaserJet 4700
Ground Floor		1850	JP8LB46440	Local	HP	Color Laserjet 4700
Ground Floor		1924	JP4LB29241	Network	HP	Color LaserJet 4700
Ground Floor		1338	JP8LC24449	Network	HP	Color LaserJet 4700n
Ground Floor		1477	JPRLB25028	Network	HP	Color LaserJet 4700n
Ground Floor		1755	JPTLB42862	Network	HP	Color LaserJet 4700n
Ground Floor		1793	JP4LC11723	Network	HP	Color LaserJet 4700n
Ground Floor	Health Services Nurse Cube 1	1324	JPFC61801H	Network	HP	Color Laserjet 5500
Floor 9		1462	JPFK003145	Network	HP	Color Laserjet 5500dn
Floor 2		1412	JPGR000201	Network	HP	Color Laserjet 5500dtn
Floor 2		1615	JPGR000299	Network	HP	Color Laserjet 5500dtn
Ground Floor		1769	JPFC62D015	Network	HP	Color LaserJet 5550
Floor 8		1442	JPEC532051	Network	HP	Color LaserJet 5550dn

Ground Floor		1510	CNBC82B0PK	Network	HP	Color LaserJet CP3505
Floor 1		1606	CNBC7560HD	Network	HP	Color LaserJet CP3505
Floor 8		1445	CNBC7CM0K4	Network	HP	Color LaserJet CP3505n
Floor 7		1503	CNBC8260JP	Network	HP	Color LaserJet CP3505n
Floor 2		1588	CNBC75722R	Network	HP	Color LaserJet CP3505n
Floor 2		1588	CNBC75722R	Network	HP	Color LaserJet CP3505n
Ground Floor		1618	SGGZZE156Q	Local	HP	G85 PCSF
Ground Floor	DSS Family Support	1006	CNBB131067		HP	Laserjet 1150
Ground Floor	DSS Family Support	1016	CNCB114045	Local	HP	Laserjet 1150
Ground Floor	DSS Central Support	1020	CNCB114016	Local	HP	Laserjet 1150
Ground Floor	DSS Family Support	1022	CNBB131398		HP	Laserjet 1150
Ground Floor	DSS Food Stamps	1029	CNBB027457		HP	Laserjet 1150
Ground Floor	DSS Family Support	1030	CNCB114032	Network	HP	Laserjet 1150
Ground Floor		1034	CNCB114064	Local	HP	Laserjet 1150
Ground Floor	DSS Adult Medicaid	1037	CNCB114008		HP	Laserjet 1150
Ground Floor	DSS Family Support	1042	CNBB027467		HP	Laserjet 1150
Ground Floor	DSS Family Support	1045	CNBB027460		HP	Laserjet 1150
Ground Floor	DSS Family Support	1054	CNBB027447	Local	HP	Laserjet 1150
Ground Floor	DSS Family Support	1060	CNBB027459	Local	HP	Laserjet 1150
Ground Floor	DSS Adult Medicaid	1063	CNBB131406	Local	HP	Laserjet 1150
Ground Floor	DSS Family Support	1068	CNBB131403	Local	HP	Laserjet 1150
Ground Floor	DSS Family Support	1069	CNCB114048	Local	HP	Laserjet 1150
Ground Floor	DSS Family Support	1081	CNCB114072	Local	HP	Laserjet 1150
Ground Floor	DSS Adult Medicaid	1083	CNBB136563	Local	HP	Laserjet 1150
Ground Floor	DSS Family Support	1092	CNBB131396	Local	HP	Laserjet 1150
Ground Floor	DSS Family Support	1115	CNBB131413	Local	HP	Laserjet 1150
Ground Floor	DSS Central Support	1117	CNBB027461	Local	HP	Laserjet 1150
Ground Floor	DSS Family Support	1132	CNCB114054	Local	HP	Laserjet 1150
Ground Floor	DSS Adult Services	1139	CNBB027450	Local	HP	Laserjet 1150
Ground Floor	DSS Admin	1162	CNBB027452	Local	HP	Laserjet 1150
Ground Floor	DSS Central Support	1167	CNBB027455	Local	HP	Laserjet 1150
Ground Floor	DSS In-Home	1211	CNBB027463	Local	HP	Laserjet 1150
Ground Floor	DSS Investig	1228	CNBB131389	Local	HP	Laserjet 1150
Ground Floor	DSS Investig	1234	CNCB114051	Local	HP	Laserjet 1150
Ground Floor	DSS Investig	1235	CNBB027451	Local	HP	Laserjet 1150
Ground Floor	DSS Investig	1238	CNBB027477	Local	HP	Laserjet 1150
Ground Floor	DSS Family Services	1248	CNBB027464	Local	HP	Laserjet 1150
Ground Floor	DSS Family Services	1251	CNBB027469	Local	HP	Laserjet 1150
Ground Floor	DSS Family Support	1279	CNCB114060	Local	HP	LaserJet 1150
Ground Floor	DSS Family Support	1286	CNBB027462		HP	LaserJet 1150
Ground Floor	Health Services Nurse Cube 1	1330	CNCB160237	Local	HP	Laserjet 1150



Ground Floor		1339	CNCB160245	Local	HP	Laserjet 1150
Ground Floor		1812	CNCB165959	Local	HP	LaserJet 1150
Ground Floor	DSS Adult Medicaid	2057	CNBB027473	Local	HP	LaserJet 1150
Ground Floor	DSS Adult Services	1002	CNL1F45760	Local	HP	Laserjet 1160
Ground Floor	DSS Adult Services	1011	CNL1D44396	Local	HP	Laserjet 1160
Ground Floor	DSS Food Stamps	1021	CNL1D44143	Local	HP	Laserjet 1160
Ground Floor	DSS Family Support	1023	CNL1D44395	Local	HP	Laserjet 1160
Ground Floor	DSS Adult Medicaid	1036	CNL1D44151	Local	HP	Laserjet 1160
Ground Floor	DSS Family Support	1039	CNL1D44147		HP	Laserjet 1160
Ground Floor	DSS Family Support	1051	CNL1F45759		HP	Laserjet 1160
Ground Floor	DSS Family Support	1052	CNL1D44163	Local	HP	Laserjet 1160
Ground Floor	DSS Family Support	1055	CNL1F44592	Local	HP	Laserjet 1160
Ground Floor	DSS Adult Medicaid	1058	CNL1D44145	Local	HP	Laserjet 1160
Ground Floor	DSS Family Support	1062	CNL1D44144	Local	HP	Laserjet 1160
Ground Floor	DSS Family Support	1067	CNL1F45766	Local	HP	Laserjet 1160
Ground Floor	DSS Adult Medicaid	1072	CNL1F45121	Local	HP	Laserjet 1160
Ground Floor	DSS Family Support	1094	CNL1D44159	Local	HP	Laserjet 1160
Ground Floor	DSS Special Services	1129	CNL1F44572	Local	HP	Laserjet 1160
Ground Floor	DSS Admin	1154	CNL1D44158	Local	HP	Laserjet 1160
Ground Floor	DSS Family Services	1204	CNL1D44155	Local	HP	LaserJet 1160
Ground Floor	DSS In-Home	1212	CNL1D41685	Local	HP	Laserjet 1160
Ground Floor	DSS In-Home	1213	CNL1D44162	Local	HP	Laserjet 1160
Ground Floor	DSS Adult Services	1252	CNL1D45675	Local	HP	Laserjet 1160
Ground Floor	DSS Family Support	1373	CNL1D44152	Local	HP	LaserJet 1160
Ground Floor		1771	CNG1F42000	Local	HP	LaserJet 1160
Ground Floor		1774	CNG1F41997	Local	HP	LaserJet 1160
Ground Floor		1775	CMG1F42945	Local	HP	LaserJet 1160
Ground Floor	DSS Adult Services	2053	CNL1D44148	Local	HP	LaserJet 1160
Ground Floor	DSS Family Support	1004	CNFC53Z0F8	Local	HP	Laserjet 1320
Ground Floor	DSS Family Support	1007	CNBC49F0ZY	Local	HP	Laserjet 1320
Ground Floor	DSS Family Support	1008	CNFC5320G8	Local	HP	Laserjet 1320
Ground Floor	DSS Family Support	1012	CNDC5294FK	Local	HP	Laserjet 1320
Ground Floor	DSS Food Stamps	1014	CNFC53Z0GW		HP	Laserjet 1320
Ground Floor	DSS Food Stamps	1017	CNBC4860L0		HP	Laserjet 1320
Ground Floor	DSS Family Support	1018	CNBC49F40Q	Local	HP	Laserjet 1320
Ground Floor	DSS Family Support	1024	CNBC49Q52C	Local	HP	Laserjet 1320
Ground Floor	DSS Family Support	1025	CNFC53Z0FN	Local	HP	Laserjet 1320
Ground Floor	DSS Family Support	1026	CNBC4C92ZD	Local	HP	Laserjet 1320
Ground Floor	DSS Family Support	1027	CNFC53Z0GY	Local	HP	Laserjet 1320
Ground Floor	DSS Energy	1033	CNFC52Z0DL		HP	Laserjet 1320
Ground Floor	DSS Family Support	1046	CNHC59V3FP		HP	Laserjet 1320
Ground Floor	DSS Family Support	1048	CNBC4C90R3		HP	Laserjet 1320
Ground Floor	DSS Family Support	1053	CNBC48D1W7	Local	HP	Laserjet 1320
Ground Floor	DSS Family Support	1057	CNBC49S1C3	Local	HP	Laserjet 1320

Ground Floor	DSS Family Support	1059	CNFC53Z0B5	Local	HP	Laserjet 1320
Ground Floor	DSS Family Support	1073	CNFC53Z0F2	Local	HP	Laserjet 1320
Ground Floor	DSS Family Services	1074	CNHC59V3GH	Local	HP	Laserjet 1320
Ground Floor	DSS Family Support	1075	CNFC53Z0F4	Local	HP	Laserjet 1320
Ground Floor	DSS Adult Medicaid	1082	CNCC4DK1NV	Local	HP	Laserjet 1320
Ground Floor	DSS Special Services	1097	CNFC53Z0G5	Local	HP	Laserjet 1320
Ground Floor	DSS Food Stamps	1099	CNBC49G1JX	Local	HP	Laserjet 1320
Ground Floor	DSS Family Services	1104	CNDC5317JH	Local	HP	Laserjet 1320
Ground Floor	DSS Energy	1110	CNFC53Z0FW	Local	HP	Laserjet 1320
Ground Floor	DSS Family Support	1114	CNCC4DJ3N4		HP	Laserjet 1320
Ground Floor	DSS Family Services	1127	CNDC5223RG	Local	HP	Laserjet 1320
Ground Floor	DSS Adult Services	1138	CNFC5320FY	Local	HP	Laserjet 1320
Ground Floor	DSS Family Services	1150	CNFC53Z0FS	Local	HP	Laserjet 1320
Ground Floor	DSS Adult Services	1150	CNFC53Z0FS	Local	HP	Laserjet 1320
Ground Floor	DSS Adult Services	1151	CNBC4BV27Y	Local	HP	Laserjet 1320
Ground Floor	DSS Family Services	1177	CNFC53Z0D4	Local	HP	Laserjet 1320
Ground Floor	DSS In-Home	1210	CNFC5320FT	Local	HP	Laserjet 1320
Ground Floor	DSS In-Home	1214	CNBC4CC03R	Local	HP	Laserjet 1320
Ground Floor	DSS In-Home	1216	CNBC4892GF	Local	HP	Laserjet 1320
Ground Floor	DSS Investig	1225	CNFC53Z0G1	Local	HP	Laserjet 1320
Ground Floor	DSS Investig	1236	CNBC4BT0LL	Local	HP	Laserjet 1320
Ground Floor	DSS Investig	1239	CNBC4BD0QX	Local	HP	Laserjet 1320
Ground Floor	DSS Special Services	1256	CNBC4BT0YQ	Local	HP	Laserjet 1320
Ground Floor		1303	CNHC57K2DZ	Local	HP	Laserjet 1320
Ground Floor		1319	CNHC57K2K4	Local	HP	Laserjet 1320
Ground Floor		1360	CNL1D40366	Local	HP	Laserjet 1320
Ground Floor		1360	CNL1D40366	Local	HP	Laserjet 1320
Ground Floor	Library Administration	1652	CNHC59W27N	Local	HP	Laserjet 1320
Ground Floor	Library Geneology	1656	CNHC59W27Z	Local	HP	Laserjet 1320
Ground Floor	Library Geneology	1682	CNHC59W28B	Local	HP	Laserjet 1320
Ground Floor	Library Reference	1685	CNL1J07740	Local	HP	Laserjet 1320
Ground Floor	Library Tech Svcs	1690	CNHC59W27F	Local	HP	Laserjet 1320
Ground Floor		1762	CNHC59N4KZ	Local	HP	Laserjet 1320
Ground Floor		1783	CNRC697084	Local	HP	Laserjet 1320
Ground Floor		1784	CNRC6906PZ	Local	HP	Laserjet 1320
Floor 7		1499	CNCC4DD18B	Local	HP	Laserjet 1320n
Floor 7		1500	CNCC4DD16W	Local	HP	Laserjet 1320n
Floor 4		1633	USBGG06220	Local	HP	Laserjet 2200
Ground Floor	Library Administration	1679	JPGGF24878	Local	HP	Laserjet 2200
Ground Floor		1796	USBGD00781	Local	HP	Laserjet 2200
Ground Floor		1896	JP66D42713	Local	HP	Laserjet 2200
Ground Floor		1904	JPGGH29589	Local	HP	Laserjet 2200
Ground Floor	Library Computer Stations	1647	JPGGG22578	Local	HP	Laserjet 2200D
Ground Floor		1898	JPGGD42704	Local	HP	Laserjet 2200D

Ground Floor	DSS Special Services	1270	CNBCB11441	Local	HP	LaserJet 2300
Ground Floor	Library Computer Stations	1641	CNBCF02827	Local	HP	Laserjet 2300
Ground Floor	Library Computer Stations	1642	CNBCF02824	Local	HP	Laserjet 2300
Ground Floor	Library Computer Stations	1644	CNBCB12883	Local	HP	Laserjet 2300
Ground Floor	Library Computer Stations	1681	CNBCF02750	Local	HP	Laserjet 2300
Ground Floor		1823	CNBCD02954	Local	HP	LaserJet 2300
Ground Floor		1848	CNBCF02734	Local	HP	Laserjet 2300
Floor 7		1516	CNBHD66893	Local	HP	Laserjet 2300n
Ground Floor		1897	CNDJC22637	Local	HP	Laserjet 2420
Ground Floor		1828	CNHC6D7B8J	Local	HP	LaserJet 2600n
Floor 8		1457	CNEH192267	Local	HP	Laserjet 3200
Floor 8		1452	USNC049709	Network	HP	Laserjet 4000
Floor 1		1603	USEL009893	Network	HP	Laserjet 4000
Ground Floor		1798	USMB166783	Local	HP	Laserjet 4000
Ground Floor		1802	USEF134763	Network	HP	LaserJet 4000
Ground Floor	DSS Food Stamps	2042	USQA027708		HP	LaserJet 4000n
Floor 1		1598	USCC152326	Network	HP	Laserjet 4050
Ground Floor	Library Children's	1661	USQC083165	Network	HP	Laserjet 4050
Ground Floor		1803	USGL014060	Network	HP	LaserJet 4050
Ground Floor		1847	USQC087039	Local	HP	Laserjet 4050
Floor 2		1424	USBF022227	Network	HP	Laserjet 4050N
Floor 9		1469	USGNJ05074	Not In Use	HP	Laserjet 4100
Ground Floor		1751	CNBX415337	Network	HP	Laserjet 4200
Ground Floor		1768	USGNP05031	Network	HP	Laserjet 4200
Floor 2		1624	CNRXY37861	Network	HP	LaserJet 4240
Ground Floor		1819	CNRXY48693	Network	HP	LaserJet 4240
Ground Floor	Library Administration	1653	CNRXY48687	Network	HP	LaserJet 4240n
Ground Floor		1781	CMGXC31822	Network	HP	LaserJet 4250dtn
Ground Floor		1714	CNRXR57426	Network	HP	LaserJet 4250n
Ground Floor		1818	JPBKF21365	Network	HP	LaserJet 4600
Ground Floor	DSS Admin	1271	JPRLC18347	Network	HP	LaserJet 4700
Ground Floor		1810	JPRLC17853	Network	HP	LaserJet 4700n
Ground Floor		1810	JPRLC17853	Network	HP	LaserJet 4700n
Ground Floor		1792	USB3032201	Network	HP	Laserjet 5000
Floor 9		1472	USC1039385	Network	HP	LaserJet 5000n
Ground Floor	DSS Central Support	1121	USBK168704	Network	HP	Laserjet 5si
Ground Floor	DSS Central Support	1172	USBK166709	Network	HP	Laserjet 5si
Ground Floor	DSS Central Support	1274	USDK146459	Network	HP	LaserJet 5si
Floor 4		1433	USDDU24624	Network	HP	Laserjet 8000DN
Floor 2		1411	USGJ022077	Network	HP	Laserjet 8000N
Floor 4		1427	USBLL07746	Network	HP	Laserjet 8150
Floor 9		1466	USDB021464	Network	HP	Laserjet 8150
Floor 9		1602	USB1104745	Network	HP	LaserJet 8150dn

Ground Floor	Health Services Admin	1374	USBC009149	Network	HP	Laserjet 8150N
Floor 4		1429	USBL05420	Network	HP	Laserjet 8150n
Floor 5		1749	S4601803V8A	Network	HP	LaserJet 8150n
Floor 9		1468	JPRL82N09H	Network	HP	LaserJet 9040dn
Ground Floor		1680	CNHC72F0WR	Network	HP	LaserJet 9050n
Ground Floor		1806	CND0K8924	Network	HP	LaserJet CP1518
Ground Floor		1817	CND0108814	Network	HP	LaserJet CP1518
Ground Floor	Health Services Records & Reception	1397	CNGS354464	Network	HP	LaserJet CP2025dn
Ground Floor	Health Services Nurse Cube 1	1379	CNG89DDS4J	Local	HP	LaserJet M2727nf
Ground Floor		1770	VNB3215489	Local	HP	LaserJet P1102
Ground Floor	DSS Admin	1205	CNBJL55032		HP	LaserJet P2015
Floor 8		1441	CNBJM49634	Local	HP	LaserJet P2015
Ground Floor		1841	CNBJM50490	Local	HP	LaserJet P2015
Ground Floor	DSS In-Home	1102	CNB9G55809	Local	HP	LaserJet P2035
Ground Floor	DSS Special Services	1103	CNB9G56397	Local	HP	LaserJet P2035
Ground Floor	DSS Central Support	1105	CNB9J52183	Local	HP	LaserJet P2035
Ground Floor	DSS Investig	1107	CNB9G55811	Local	HP	LaserJet P2035
Ground Floor	DSS Family Support	1109	CNB9J52175	Local	HP	LaserJet P2035
Ground Floor	DSS Family Support	1280	CNB9J52169	Standalone	HP	LaserJet P2035
Ground Floor	DSS Family Support	1285	CNB9J52170		HP	LaserJet P2035
Ground Floor	DSS Family Support	1287	CNB9G55810		HP	LaserJet P2035
Ground Floor		1386	CNB9P53045	Network	HP	LaserJet P2055dn
Ground Floor	DSS Adult Medicaid	1032	CND1F27361	Local	HP	Laserjet P3005
Ground Floor	DSS Family Support	1040	CND1D32258		HP	Laserjet P3005
Ground Floor	DSS Special Services	1043	CND1D37635	Network	HP	Laserjet P3005
Ground Floor	DSS Family Support	1066	CND1D27560	Local	HP	Laserjet P3005
Ground Floor	DSS Adult Medicaid	1076	CNJ1F50134	Local	HP	Laserjet P3005
Ground Floor	DSS Adult Medicaid	1079	CND1F36940	Local	HP	Laserjet P3005
Ground Floor	DSS Special Services	1095	CND1F18787	Network	HP	Laserjet P3005
Ground Floor	DSS Family Services	1126	CND1D27101	Local	HP	Laserjet P3005
Ground Floor	DSS Adult Services	1146	CND1D42718	Local	HP	Laserjet P3005
Ground Floor	DSS Family Support	1199	CND1N05432	Local	HP	LaserJet P3005
Ground Floor	DSS In-Home	1215	CND1R41898	Network	HP	Laserjet P3005
Ground Floor	DSS In-Home	1218	CND1D36151	Network	HP	Laserjet P3005
Ground Floor	Information Technology	1226	CND1F37686	Network	HP	Laserjet P3005
Ground Floor	DSS Family Support	1282	CND1D02961	Local	HP	LaserJet P3005
Ground Floor	DSS Family Support	1283	CND1R00946	Local	HP	LaserJet P3005
Ground Floor		1750	CNJ1T08719	Network	HP	Laserjet P3005
Ground Floor	DSS Family Support	2056	CND1D02025	Local	HP	LaserJet P3005
Floor 1		1593	CND1225526	Network	HP	Laserjet P3005n
Floor 1		1594	CND1S51155	Network	HP	Laserjet P3005n
Floor 1		1595	CND1T03775	Network	HP	Laserjet P3005n
Floor 1		1596	CND1S50656	Network	HP	Laserjet P3005n

Floor 7		1635	CNR1P4065	Local	HP	LaserJet P3005n
Floor 4		1629	VNBCB2P044	Network	HP	LaserJet P3015
Floor 9		1592	CNDY451739	Network	HP	LaserJet P4015
Ground Floor		1786	992KZ31	Network	Lexmark	T630
Ground Floor		1766	793V123	Standalone	Lexmark	T650

The service level for the Customer Equipment shall be Gold – Includes all supplies and staples. Excludes paper.

**EXHIBIT E TO SERVICE ORDER ONE  
 MASTER AGREEMENT  
 ADDITIONAL RICOH-PROVIDED EQUIPMENT SCHEDULE  
 ("EQUIPMENT SCHEDULE")**

This Equipment Schedule is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Schedule Effective Date") and is made pursuant to the Master Agreement effective as of \_\_\_\_\_, 2011 ("Agreement") by and between \_\_\_\_\_ ("Customer") and Ricoh Americas Corporation ("Ricoh") by adding the following equipment listed below as Ricoh-Provided Equipment under the Agreement:

Ricoh -Provided Equipment:

QUANTITY	MAKE	MODEL	SERIAL NUMBER

**MINIMUM EQUIPMENT FEE**

<b>MINIMUM TERM</b> <i>(months)</i>

<b>MINIMUM FEE</b> <i>(Without Tax)</i>
\$

<b>MINIMUM PAYMENT BILLING FREQUENCY</b>
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:

Monthly Minimum Images	
Black/White	Color

Cost of Additional Images	
Black/White	Color

**TERM OF THE EQUIPMENT SCHEDULE**

This Equipment Schedule shall have a \_\_\_\_\_ (\_\_\_\_) month term ("Initial Term") for performance **AND EXCEPT AS PROVIDED IN THE AGREEMENT IS NON-CANCELABLE.** The terms and conditions of the Agreement will survive until the expiration or termination of this Equipment Schedule. The commencement date for performance is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, unless earlier terminated as provided under the Agreement. After the Initial Term, this Equipment Schedule will renew on a month-to-month basis (each, a "Renewal Term") until either party notifies the other in writing at least thirty (30) days prior to the expiration of the Initial Term, or Renewal Term, of this Equipment Schedule. Upon the expiration of this Equipment Schedule, Customer shall permit Ricoh to remove any Ricoh-Provided Equipment and any unused Ricoh-purchased supplies.

IN WITNESS WHEREOF, the parties have executed this Equipment Schedule as of the date first above written.

**CUSTOMER**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**RICOH AMERICAS CORPORATION**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT F TO SERVICE ORDER ONE  
 MASTER AGREEMENT  
 ADDITIONAL RICOH-CANCELABLE EQUIPMENT SCHEDULE  
 ("CANCELABLE EQUIPMENT SCHEDULE")**

This Cancelable Equipment Schedule is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Schedule Effective Date") and is made pursuant to the Master Agreement effective as of \_\_\_\_\_, 2011 ("Agreement") by and between \_\_\_\_\_ ("Customer") and Ricoh Americas Corporation ("Ricoh") by adding the following equipment listed below as Ricoh-Cancelable Equipment under the Agreement:

Ricoh-Cancelable Equipment:

QUANTITY	MAKE	MODEL	SERIAL NUMBER

**MINIMUM EQUIPMENT FEE**

<b>MINIMUM TERM</b> <i>(months)</i>

<b>MINIMUM FEE</b> <i>(Without Tax)</i>
\$

<b>MINIMUM PAYMENT BILLING FREQUENCY</b>
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:

<b>Monthly Minimum Images</b>	
<b>Black/White</b>	<b>Color</b>

<b>Cost of Additional Images</b>	
<b>Black/White</b>	<b>Color</b>

**TERM OF THE CANCELABLE EQUIPMENT SCHEDULE**

This Cancelable Equipment Schedule shall have a \_\_\_\_\_ (\_\_\_\_) month term ("Initial Term") for performance. **Customer may terminate this Schedule with respect to any item of Ricoh-Cancelable Equipment provided under this Schedule at any time by providing Ricoh with thirty (30) days prior written notice.** The terms and conditions of the Agreement will survive until the expiration or termination of this Cancelable Equipment Schedule. The commencement date for performance is the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, unless earlier terminated as provided under the Agreement. After the Initial Term, this Cancelable Equipment Schedule will renew on a month-to-month basis ("Renewal Term") until either party notifies the other in writing at least thirty (30) days prior to the expiration of the Initial Term, or Renewal Term, of this Cancelable Equipment Schedule. Upon the expiration of this Cancelable Equipment Schedule, Customer shall permit Ricoh to remove any Ricoh-Cancelable Equipment and any unused Ricoh-purchased supplies. Customer shall not be charged a penalty or termination fee for canceling any Ricoh-Cancelable Equipment provided under this Cancelable Equipment Schedule. Customer shall pay to Ricoh all other fees and charges incurred by Customer through the date of cancellation of Services under this Cancelable Equipment Schedule.

IN WITNESS WHEREOF, the parties have executed this Cancelable Equipment Schedule as of the date first above written.

**CUSTOMER**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**RICOH AMERICAS CORPORATION**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT G TO SERVICE ORDER ONE  
MASTER AGREEMENT  
SCOPE OF WORK**

**SERVICES**

- Copier-Fleet Services Hours of Operation: ~~8:00am to 5:00pm M-F~~  
 Printer Fleet Services Hours of Operation: 8:00am to 5:00pm M-F

TRAC Solution™

Basic Services (Included):

- Convenience Devices  
 Device Monitoring

@Remote

- @Remote Enterprise Pro

**EQUIPMENT REPAIR AND MAINTENANCE; SOFTWARE**

- Equipment Repair and Maintenance Services (Serviced Equipment listed in Exhibits B, C and D)

**PROFESSIONAL SERVICES**

- Fixed Fee Professional Services (e.g. Basic Connectivity)  
 Variable Fee Professional Services (Ricoh PS Statement of Work is required)

**INCLUSIVE SUPPLIES:** Ricoh will provide supplies at no additional cost for the Equipment identified as **Serviced Equipment** on Exhibits B, C and D:

All other Services shall be agreed upon from time-to-time by Customer and Ricoh in writing.

**Ricoh will provide the Personnel at the following Customer location(s):**

500 N. Main Street, Monroe, NC 28112

**RICOH PERSONNEL**

Ricoh will provide the following Personnel to perform the Services specified above:

- 1 Full-time Fleet Associate

**RICOH ADDITIONAL STAFFING**

Additional staffing may be requested when scheduled forty-eight (48) hours in advance. Such additional staffing is provided on an as-available basis for weekday shifts. There is a four- (4-) hour minimum required for this service. Rates for such additional staffing will be mutually agreed upon by the parties in advance of the services being provided.

Longer-term full-time and part-time staffing may be added via an amendment to this Service Order. Additional rates for longer-term additional staffing will be agreed upon in advance of commencement of such service by way of an amendment to this Service Order and will be based upon current labor market conditions at the time. Full-time headcount is considered forty (40) hours per week for an assignment in excess of a month; part-time headcount is considered twenty (20) hours per week for assignments in excess of a month.

**RICOH NATIONALLY RECOGNIZED HOLIDAYS:** (i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day. If Customer recognizes fewer holidays, Customer will be charged at the holiday overtime rate for any Services performed at Customer's location(s) on the nationally recognized holidays not recognized by Customer.

**SERVICE LEVELS**

**EQUIPMENT**

**QUARTERLY AVERAGE RESPONSE TIME**

Ricoh service technicians will meet a quarterly average response time of four (4) hours for all Customer service calls located within thirty (30) miles of an Ricoh service center and eight (8) hours for all Customer service calls located thirty-one (31) miles or greater from an Ricoh service center.

**UPTIME**

Ricoh-Provided Equipment will operate in accordance with the applicable manufacturer's specifications and will be serviced in a manner designed to meet a minimum quarterly uptime average of ninety-five percent (95%), which shall be calculated based upon an eight-hour day and exclude normal preventive maintenance time and downtime attributable to Customer's negligence.

In the case of an element of the Service Levels not being achieved a resolution or remedy process is to be engaged. A resolution or remedy will be documented by a corrective action plan tied to an agreed upon timeline to bring the services within targeted standards within 30 day timeframe. The remedy may require service delivery correction actions, the addition of incremental capacity, modification to service process due to changes in facilities logistics and environment.



## BACKUP EQUIPMENT / HOT SWAPS

Ricoh will initially provide hot swap desktop printers to Customer in the event that a call on a device cannot be resolved as set forth herein. These devices will be located on-site in a secure space provided by Customer and accessible to Ricoh which devices shall be provided on an as needed basis.

Separate from the Minimum Service Fees listed above, Ricoh will provide Customer with:

- ~~Overtime - When Customer workload requires the Services to be provided beyond regular hours, Ricoh will provide overtime Services and will invoice Customer for such operator overtime. Overtime will be charged at \$25.00 per hour per operator for week nights and \$30.00 per hour per operator for weekends and holidays, with a four (4) hour per operator minimum overtime shift when the overtime is not directly adjacent to regular operating hours. Ricoh shall require prior written approval of Customer for all overtime Services~~
- Charges to Move Equipment - \$75 per segment moving machines within same state. \$600 for ALL color machines within same state. 50% discount if multiple machines moving or if under 10 miles. All out of state moves will be quoted upon request.

## MANAGEMENT SERVICES

TRAC SOLUTION™ – The TRAC (Trend, Reporting, Analysis and Communication) Solution is a web-based application and repository hosted by a third-party application service provider (ASP) that is designed to enable centralized monitoring, tracking and management of the Ricoh Equipment and Services provided under this Service Order. During the term of this Service Order and provided it is not in default, Customer shall be entitled to receive access to the Basic Services as described under this Service Order and, at its election, may elect to subscribe for Enhanced Services at additional costs as stated under the Management Services Section of Exhibit G to this Service Order. To access and use the TRAC Solution, Customer shall be entitled to receive a confidential password, for which Customer shall assume responsibility to secure. Customer acknowledges that the information or data contained in any report or other document generated through the TRAC Solution that utilizes or incorporates Customer provided information is dependent upon the accuracy and completeness of such information. Ricoh shall not be responsible for any such inaccuracies, error or omissions resulting therefrom. Customer further acknowledges that the TRAC Solution is a proprietary solution to Ricoh and/or its third-party ASP and that use and access shall be limited to internal business purposes only. Ricoh acknowledges that Customer shall be entitled to retain any proprietary rights it may have in the information provided to the TRAC Solution and the content of any reports generated therefrom, provided, however, that Ricoh may access the data contained in TRAC Solution and/or the reports generated from the TRAC Solution so that Ricoh can provide the Services required hereunder.

## SERVICE OFFERING SCOPE OF WORK

### DEVICE DEPLOYMENT PLANNING

- **Task Description** – To design and develop a Digital Imaging and Printing Device deployment plan in alignment with Customer requirements.
- **Deliverable** – This task will result in delivery of device deployment information, documented in a work breakdown structure (“WBS”). This will include information regarding the schedule, fleet configuration, IP address, location and services for each device.
- **Ricoh Obligations** – To provide the information below required to develop the plan and to verify the device deployment plan as described in a revised version of the fleet
  - Current Financial Cost, Lease Rent etc.
  - Charge Code or Department responsible for payment
  - Length of time device has been in place
  - Number of users using the device.
  - Historical records on service and reliability.
- **Customer Obligations** – Participate in the device deployment planning for each site to be implemented.
- **Acceptance Criteria** – When the fleet has been revised with updated device deployment information, agreed, and signed-off by Ricoh and Customer, it will become part of this Service Order.

### DEVICE DELIVERY INSTALLATION

- **Task Description** – Ricoh will deliver the devices according to the details in the WBS, developed prior to an installation being performed.
- **Deliverable** – This task will result in delivery of devices, documented in a WBS. This will include information regarding the schedule, fleet configuration, IP address, location and services for each device covered under this Service Order.
- **Ricoh Obligations** – During the installation phase, Ricoh will provide three variations of installation services:
  - Device installation
  - De-installation and packaging for shipment of all trade-in devices
  - The above installation service activities include:
    - Coordinating the installation process with the Customer’s end users once hardware is delivered to the account.
    - Managing the physical distribution of the fleet provided by Ricoh and agreed to by Customer, as documented.
    - Printing a self-test page, where appropriate, for each fleet device installed.
    - Place asset tag # and support information sticker.
    - Service will include the transportation of the device from the dock to the installation location, un-boxing, physical installation, IP and variable parameter programming on the device, not the server, desktop, or

network device, full functionality testing, recording of serial numbers, labeling, loading paper, and breakdown and removal of packing materials for Customer disposal. The printer/copiers may be pre-staged prior to arriving at the installation location.

- **Customer Obligations** – Customer will work directly with the project managers to plan and schedule the installation activities including site walkthroughs. Provide a single point of contact for access to the Customer's organization for the purpose of installing the devices. Provide access to the staging area for the devices. Provide the capability, installation, management, and support for network connectivity. Provide adequate power/electricity and space to meet device requirements.
- **Acceptance Criteria** – Installation of all devices according to the details in the site specific WBS and the fleet configuration.

#### EDUCATION SERVICE

- **Task Description** – The purpose of this training is to prepare Customer's end users to use the devices provided by Ricoh under this Service Order.
- **Deliverable** – Customer in conjunction with Ricoh will deliver end-user and product use and driver training (classroom instruction or web based) for devices which includes the following:
  - Printing of self-test pages
  - Fixing simple error messages
  - Problem/PM reporting to Help Desk
  - How to use common features.
- **Ricoh Obligations** – Provide training resource for all site and device implementations to meet education service level for end-user training. Training resource will deliver training in accordance with the transition plan developed during the implementation-planning phase for a site.
  - Prerequisites – Device installation.
  - Deliverable – Training to include:
    - Clearing of paper jams
    - Replacement of toner cartridges
    - Adding of paper/transparencies
    - Printing of self-test pages
    - Fixing simple error messages
    - Problem/PM reporting to Help Desk
    - How to use common features from the PC
- **Customer Obligations** – Customer will be responsible for identifying the resources, providing a training room and providing access to PCs and the devices. Customer will identify where the resource is to go for additional support.
  - Training materials and experience will consist of job aids, other reference materials, demos, and question and answer session
  - Cartridge recycling process
  - Ordering supplies
- **Acceptance Criteria** – End-user resources will demonstrate to Ricoh and Customer the ability to perform simple troubleshooting procedures on the devices. End-user resources will demonstrate ability to request additional support for the devices.

#### SUPPLIES MANAGEMENT SERVICES:

- **Task Description** – Provide ongoing supplies required to operate the devices covered under this Service Order.
- **Deliverable** – Supplies ordered and delivered according to specifics of supplies service plan. Supplies will be dropped off at end user locations.
- **Ricoh Obligations** – Delivery of supplies will be accomplished through an agreed upon process established by Ricoh and Customer during the discovery phase and may include one of the following depending on the specific requirements of each site as stated in the WBS:
  - Delivery to designated supplies storage space located on the Customer's premises.
  - Delivery to a front desk or central receiving location at the Customer's facilities.
  - Use internal Customer courier or internal mailing services.
- **Customer Obligations** – Provide the appropriate space required for the successful management of supplies necessary to support the devices covered under this Service Order. Customer will be responsible for collecting and pooling the empty cartridge units from devices for return to Ricoh. These empty cartridges will be picked up on regular intervals by a Ricoh partner or the supplies service provider and returned for recycling.
- **Acceptance Criteria** – Appropriate supply management services for the installed devices. Overall results to be reviewed by Ricoh and Customer through regularly scheduled account review meetings.

#### METRICS AND REPORTING SERVICE

- **Task Description** – Metric reporting is required detailing service level performance.
- **Deliverable** – Monthly reports detailing the overall performance of the devices covered under this Service Order.
- **Ricoh Obligations** – Provide resources and tools to continuously track required data to fulfill the metrics service level. Ricoh will provide a monthly report to contract manager, either via web or emailed spreadsheet format, for all fleet devices. Ricoh and Customer will agree, prior to implementation, on the information to be collected and reported monthly. This information is subject to change based on changes in the business environment, combined with the mutual consent of both the Customer and Ricoh.

- **Customer Obligations** – Provide a single point of contact for tracking and reporting. Work with Ricoh during the analysis phase to determine specific reporting requirements.
  - **Acceptance Criteria** – Reports are received presented to Customer.
-

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: March 7, 2011

Action Agenda Item No. 4a(2)

(Central Admin. use only)

**SUBJECT: Lease Agreement with the State of North Carolina for Office Space for Adult Probation and Parole**

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**DEPARTMENT:** General Services

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Lease Agreement

**INFORMATION CONTACT:**  
Barry Wyatt

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**TELEPHONE NUMBERS:**  
704-283-3868

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**DEPARTMENT'S RECOMMENDED ACTION:**

Authorize the Manager to approve lease agreement with the State of North Carolina subject to Legal review.

**BACKGROUND:**

The State has maintained two offices for Adult Probation and Parole in Union County for many years; one located in leased space and the other in the Government Center. Effective January 1, 2010, the State transferred responsibility for paying for leased space to Counties. Both offices have been extremely overcrowded for some time and there was no room to expand either office. As part of the Government Center Renovations project it became essential that Adult Probation and Parole be moved out of the third floor area to provide space for a secure data center for Information Technology and provide space for Social Security.

Working with local Probation and Parole staff and the Department of Corrections Real Property Officer, staff defined the office and ancillary space needs along with the necessary parking requirements. A Request for Proposals (RFP) was developed, advertised in the Enquirer-Journal and mailed to known, local commercial real estate firms. Four firms responded with proposals. After a thorough evaluation by General Services and the Department of Community Corrections, Ty-Par Realty, Inc. was selected as the proposal that best met the long-term needs of the Department of Community Corrections. At its August 16, 2010 meeting the Board approved leasing 9,000 square feet of space from Ty-Par at an annual cost of \$97,500. This space has been upfit and occupied by Adult Probation and Parole on March 4, 2011. In addition, Probation and Parole also occupies 250 square feet of office space in the Judicial Center.

On February 17, staff was contacted by the Department of Corrections Real Property Officer concerning the State's new requirement that the County enter into essentially a "sub-lease" agreement for the office space with the Department of Corrections. The State asserts that this Lease Agreement protects the rights of both the County and State and provides a paper trail for both parties. The Lease Agreement is for a term of three years and the State will pay the County \$1.00 per term as rental for the office space.

**FINANCIAL IMPACT:**

\$1.00 in revenue for the initial 3-year term and \$1.00 for each subsequent 3-year term.

**Legal Dept. Comments if applicable:** \_\_\_\_\_

**Finance Dept. Comments if applicable:** \_\_\_\_\_

**Manager Recommendation:** \_\_\_\_\_

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF CORRECTION**

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **COUNTY of UNION** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**WITNESSETH:**

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1<sup>st</sup> day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 17<sup>th</sup> day of April, 1985; and

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Monroe, County of Union, North Carolina**, more particularly described as follows:

**Being +/- 9,000 net square feet of office space located at 2630 Nelda Drive, Monroe, Union County, North Carolina.**

**Being +/- 250 net square feet of office space located at 400 N. Main Street, Monroe, Union County, North Carolina.**

**(DEPARTMENT OF CORRECTION)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) Years** commencing on the **1<sup>st</sup>. day of March, 2011** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **28<sup>th</sup>. day of February 2014**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term to be payable within fifteen (15) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- ~~A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.~~
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified significant condition that is acknowledged by Lessor as such, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to invoice the amount thereof to the Lessor for reimbursement. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the County's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises is destroyed by fire or other casualty without fault of the Lessee, and or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair the Lessee (with concurrence of the County) shall have the right to obtain similar office space by lease at the expense of Lessee with reimbursement from the County.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **500 N. Main Street, Monroe, North Carolina 27925** and the Lessee at **2020 Yonkers Road, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.



“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, ~~you attest, for your entire organization and its employees or agents, that you are not aware~~ that any such gift has been offered, accepted, or promised by any employees of your organization.”

**[Remainder of page intentionally left blank; signatures on following pages]**

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

~~STATE OF NORTH CAROLINA~~

By: \_\_\_\_\_ (SEAL)  
TITLE: Chief Procurement & Budget Officer  
Barbara Baker

LESSOR:

\_\_\_\_\_ (SEAL)  
The County of Union  
Al Greene, County Manager

ATTEST:

\_\_\_\_\_  
Secretary  
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

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I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that **Al Greene**, personally came before me this day and acknowledged that he is the **Union County Manager**, and that by authority and given as an act of and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



**UNION COUNTY**  
**Office of the Tax Administrator**  
500 N. Main Street, Suite 236  
P.O. Box 97  
Monroe, NC 28111-0097

704-283-3746  
704-292-2588 Fax

John C. Petoskey  
Tax Administrator

AGENDA ITEM  
# 4b(1)  
MEETING DATE 3/21/11

**MEMORANDUM**

**TO:** The Board of County Commissioners  
**FROM:** John C. Petoskey  
Tax Administrator  
**DATE:** March 2, 2011  
**RE:** Tenth Motor Vehicle Billing

I hereby certify the TENTH Motor Vehicle Billing under the staggered program as required by N.C.G.S.105-330. Attached hereto is a list of the values, rates and taxes for each taxing unit.

JCP: jw

DATE: 3/02/11

LEVY TOTALS BY REVENUE UNIT-SUMMARY  
3/05/2011 THROUGH 3/05/2011

PAGE 1  
PROG# BL2140

REVENUE UNIT DESCRIPTION	CODE	PRINCIPAL TAXES	ASSESSMENTS	LATE LIST PENALTIES	REVENUE UNIT TOTAL	ASV	EXEMPT
UNION COUNTY	001	804,567.10			804,567.10	121,439,268	452,317.00
VILLAGE OF MARVIN	101	1,832.63			1,832.63	3,664,159	
CITY OF MONROE	200	74,054.62	8,755.00		82,809.62	13,655,439	301,160.00
MONROE DOWNTOWN SERVICE	222	152.63			152.63	76,316	
TOWN OF WINGATE	300	3,556.00			3,556.00	947,121	35,350.00
TOWN OF MARSHVILLE	400	3,393.55			3,393.55	827,939	
TOWN OF WAXHAW	500	21,201.00			21,201.00	6,235,587	
TOWN OF INDIAN TRAIL	600	27,786.44			27,786.44	19,202,918	40,191.00
TOWN OF STALLINGS	700	20,004.93			20,004.93	9,304,462	
TOWN OF WEDDINGTON	800	2,689.73			2,689.73	8,964,781	
VILLAGE OF LAKE PARK	900	4,777.49			4,777.49	2,077,140	
TOWN OF FAIRVIEW	930	513.24			513.24	2,590,571	870.00
TOWN OF HEMBY BRIDGE	950	5.08			5.08	20,310	
VILLAGE OF WESLEY CHAPEL	970	759.58			759.58	4,603,662	
TOWN OF UNIONVILLE	980	651.62			651.62	3,284,811	26,670.00
TOWN OF MINERAL SPRINGS	990	389.77			389.77	1,558,426	
SPRINGS FIRE TAX	015	1,907.80			1,907.80	6,354,588	
STALLINGS FIRE TAX	020	5,107.00			5,107.00	11,941,147	
HEMBY BRIDGE FIRE TAX	023	6,762.94			6,762.94	14,240,344	40,191.00
WESLEY CHAPEL FIRE TAX	026	6,125.70			6,125.70	27,879,503	840.00
WAXHAW FIRE TAX	028	3,518.53			3,518.53	9,559,316	24,853.00
*** TOTALS ***		989,757.38	8,755.00		998,512.38	268,427,808	922,442.00

\*\* NORMAL END OF JOB \*\*

**Yearly Total Abatement Report for Motor Vehicles**

All Years	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	4,240,775	\$ 27,971.96	4,333,578	\$ 28,670.64	4,130,319	\$ 27,399.44	5,877,942	\$ 39,068.26	0	\$ -	0	\$ -
Stallings VFD	690,175	\$ 280.02	409,399	\$ 166.05	367,197	\$ 146.10	582,201	\$ 237.62	0	\$ -	0	\$ -
Hemby Bridge VFD	322,960	\$ 160.29	342,378	\$ 168.96	351,781	\$ 172.77	796,690	\$ 390.54	0	\$ -	0	\$ -
Wesley Chapel VFD	796,438	\$ 151.76	965,401	\$ 184.70	657,440	\$ 125.69	735,762	\$ 142.53	0	\$ -	0	\$ -
Waxhaw VFD	274,800	\$ 67.93	310,856	\$ 82.26	283,026	\$ 70.06	2,324,702	\$ 166.86	0	\$ -	0	\$ -
Springs VFD	237,959	\$ 72.64	229,196	\$ 70.09	167,928	\$ 51.30	187,030	\$ 56.85	0	\$ -	0	\$ -
County Schools	0	\$ -	0	\$ -	3,453	\$ 4.84	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	9,350	\$ 6.55	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	34,170	\$ 17.11	138,687	\$ 62.68	49,995	\$ 25.03	126,754	\$ 63.41	0	\$ -	0	\$ -
Monroe	414,085	\$ 2,017.45	773,232	\$ 3,824.63	991,464	\$ 4,851.46	1,029,469	\$ 5,198.86	0	\$ -	0	\$ -
Monre Car Fee	0	\$ 220.00	0	\$ 335.85	0	\$ 495.00	0	\$ 530.00	0	\$ -	0	\$ -
Wingate	40,090	\$ 156.35	23,269	\$ 90.75	40,500	\$ 157.95	56,609	\$ 220.77	0	\$ -	0	\$ -
Marshville	8,356	\$ 31.75	32,800	\$ 124.63	44,736	\$ 169.99	62,599	\$ 225.40	0	\$ -	0	\$ -
Waxhaw	119,348	\$ 405.79	200,593	\$ 682.02	182,541	\$ 620.64	230,302	\$ 783.01	0	\$ -	0	\$ -
Indian Trail	385,783	\$ 559.80	625,921	\$ 908.92	536,417	\$ 777.99	838,135	\$ 1,215.65	0	\$ -	0	\$ -
Stallings	563,129	\$ 1,210.97	239,822	\$ 515.86	216,687	\$ 473.14	750,807	\$ 1,614.37	0	\$ -	0	\$ -
Weddington	135,090	\$ 40.53	179,327	\$ 53.80	186,330	\$ 55.90	225,583	\$ 67.70	0	\$ -	0	\$ -
Lake Park	44,660	\$ 102.72	17,560	\$ 40.39	44,070	\$ 101.36	147,310	\$ 338.82	0	\$ -	0	\$ -
Fairview	187,923	\$ 24.62	93,682	\$ 14.23	34,787	\$ 5.32	38,263	\$ 6.70	0	\$ -	0	\$ -
Hemby Bridge	3,210	\$ 0.82	2,514	\$ 0.65	16,339	\$ 4.11	7,280	\$ 1.82	0	\$ -	0	\$ -
Wesley Chapel	165,353	\$ 26.76	129,291	\$ 21.31	183,278	\$ 30.23	39,774	\$ 6.56	0	\$ -	0	\$ -
Unionville	183,188	\$ 36.65	129,039	\$ 25.80	113,607	\$ 22.73	155,732	\$ 31.18	0	\$ -	0	\$ -
Mineral Springs	159,744	\$ 40.01	11,983	\$ 3.05	33,369	\$ 8.42	40,127	\$ 10.10	0	\$ -	0	\$ -
<b>TOTAL</b>	<b>9,007,236</b>	<b>\$ 33,595.93</b>	<b>9,197,878</b>	<b>\$ 36,053.82</b>	<b>8,635,264</b>	<b>\$ 35,769.47</b>	<b>14,253,071</b>	<b>\$ 50,377.01</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>

AGENDA ITEM  
 # 4612  
 MEETING DATE 3/21/11

**Yearly Total Abatement Report for Motor Vehicles**

All Years	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	18,582,614	\$ 123,110.30
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2,048,972	\$ 829.79
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,813,809	\$ 892.56
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,155,041	\$ 604.68
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,193,384	\$ 387.11
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	822,113	\$ 250.88
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,453	\$ 4.84
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	9,350	\$ 6.55
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	349,606	\$ 168.23
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,208,250	\$ 15,892.40
Monre Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 1,580.85
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	160,468	\$ 625.82
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	148,491	\$ 551.77
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	732,784	\$ 2,491.46
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2,386,256	\$ 3,462.36
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,770,445	\$ 3,814.34
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	726,330	\$ 217.93
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	253,600	\$ 583.29
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	354,655	\$ 50.87
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	29,343	\$ 7.40
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	517,696	\$ 84.86
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	581,566	\$ 116.36
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	245,223	\$ 61.58
<b>TOTAL</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>41,093,449</b>	<b>\$ 155,796.23</b>

**Yearly Total Abatement Report for Motor Vehicles**

2010	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	3,195,798	\$ 21,085.48	2,991,032	\$ 19,894.89	3,048,638	\$ 20,268.30	4,814,897	\$ 32,021.86	0	\$ -	0	\$ -
Stallings VFD	594,335	\$ 241.11	375,339	\$ 152.23	231,047	\$ 93.70	541,971	\$ 221.29	0	\$ -	0	\$ -
Hemby Bridge VFD	235,790	\$ 116.45	210,818	\$ 104.09	263,381	\$ 129.56	612,500	\$ 299.73	0	\$ -	0	\$ -
Wesley Chapel VFD	539,848	\$ 103.38	698,831	\$ 133.79	529,390	\$ 101.24	545,282	\$ 106.15	0	\$ -	0	\$ -
Waxhaw VFD	211,000	\$ 52.11	232,063	\$ 57.33	188,463	\$ 46.61	603,916	\$ 157.59	0	\$ -	0	\$ -
Springs VFD	208,519	\$ 63.63	96,506	\$ 29.37	140,913	\$ 43.03	154,400	\$ 46.87	0	\$ -	0	\$ -
County Schools	0	\$ -	0	\$ -	3,453	\$ 2.42	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	12,910	\$ 6.48	93,007	\$ 46.52	43,195	\$ 21.63	117,654	\$ 58.86	0	\$ -	0	\$ -
Monroe	257,993	\$ 1,277.52	478,549	\$ 2,369.18	760,154	\$ 3,762.91	811,010	\$ 4,117.49	0	\$ -	0	\$ -
Monroe Car Fee	0	\$ 110.00		\$ 195.00	0	\$ 340.00	0	\$ 385.00	0	\$ -	0	\$ -
Wingate	36,820	\$ 143.60	23,269	\$ 90.75	37,100	\$ 144.69	49,249	\$ 192.07	0	\$ -	0	\$ -
Marshville	2,896	\$ 11.00	11,170	\$ 42.44	42,336	\$ 160.87	30,009	\$ 118.08	0	\$ -	0	\$ -
Waxhaw	119,348	\$ 405.79	152,210	\$ 517.51	90,118	\$ 306.40	197,512	\$ 671.52	0	\$ -	0	\$ -
Indian Trail	221,803	\$ 322.00	482,361	\$ 699.76	359,867	\$ 519.79	636,254	\$ 922.92	0	\$ -	0	\$ -
Stallings	530,409	\$ 1,140.61	164,532	\$ 353.97	143,797	\$ 309.33	699,917	\$ 1,504.96	0	\$ -	0	\$ -
Weddington	101,423	\$ 30.43	148,367	\$ 44.51	117,580	\$ 35.26	214,233	\$ 64.29	0	\$ -	0	\$ -
Lake Park	19,670	\$ 45.24	6,510	\$ 14.97	37,590	\$ 86.46	147,310	\$ 338.82	0	\$ -	0	\$ -
Fairview	187,923	\$ 24.62	80,492	\$ 12.24	15,317	\$ 2.38	34,683	\$ 6.16	0	\$ -	0	\$ -
Hemby Bridge	3,210	\$ 0.82	2,514	\$ 0.65	16,339	\$ 4.11	7,280	\$ 1.82	0	\$ -	0	\$ -
Wesley Chapel	117,493	\$ 19.40	129,291	\$ 21.31	138,808	\$ 22.89	31,424	\$ 5.18	0	\$ -	0	\$ -
Unionville	86,158	\$ 17.25	84,819	\$ 16.96	63,967	\$ 12.81	155,732	\$ 31.18	0	\$ -	0	\$ -
Mineral Springs	137,064	\$ 34.34	11,983	\$ 3.05	32,319	\$ 8.16	23,257	\$ 5.88	0	\$ -	0	\$ -
<b>TOTAL</b>	<b>6,820,410</b>	<b>\$ 25,251.26</b>	<b>6,473,663</b>	<b>\$ 24,800.52</b>	<b>6,303,772</b>	<b>\$ 26,422.55</b>	<b>10,428,490</b>	<b>\$ 41,277.72</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>



**Yearly Total Abatement Report for Motor Vehicles**

2010	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	14,050,365	\$ 93,270.53
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,742,692	\$ 708.33
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,322,489	\$ 649.83
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2,313,351	\$ 444.56
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,235,442	\$ 313.64
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	600,338	\$ 182.90
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,453	\$ 2.42
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	266,766	\$ 133.49
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2,307,706	\$ 11,527.10
Monre Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 1,030.00
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	146,438	\$ 571.11
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	86,411	\$ 332.39
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	559,188	\$ 1,901.22
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,700,285	\$ 2,464.47
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,538,655	\$ 3,308.87
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	581,603	\$ 174.49
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	211,080	\$ 485.49
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	318,415	\$ 45.40
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	29,343	\$ 7.40
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	417,016	\$ 68.78
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	390,676	\$ 78.20
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	204,623	\$ 51.43
<b>TOTAL</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>30,026,335</b>	<b>\$ 117,752.05</b>

**Yearly Total Abatement Report for Motor Vehicles**

2009	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	1,019,627	\$ 6,717.91	1,216,316	\$ 7,926.33	969,308	\$ 6,370.06	992,035	\$ 6,597.07	0	\$ -	0	\$ -
Stallings VFD	95,840	\$ 38.91	34,060	\$ 13.82	116,150	\$ 47.16	40,230	\$ 16.33	0	\$ -	0	\$ -
Hemby Bridge VFD	87,170	\$ 42.97	131,560	\$ 64.87	63,510	\$ 31.31	152,580	\$ 75.22	0	\$ -	0	\$ -
Wesley Chapel VFD	256,590	\$ 48.38	251,240	\$ 47.98	128,050	\$ 24.45	190,480	\$ 36.38	0	\$ -	0	\$ -
Waxhaw VFD	63,800	\$ 15.82	58,493	\$ 14.52	94,563	\$ 23.45	1,720,786	\$ 9.27	0	\$ -	0	\$ -
Springs VFD	29,440	\$ 9.01	112,690	\$ 34.48	27,015	\$ 8.27	32,630	\$ 9.98	0	\$ -	0	\$ -
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	21,260	\$ 10.63	45,680	\$ 16.16	6,800	\$ 3.40	9,100	\$ 4.55	0	\$ -	0	\$ -
Monroe	154,702	\$ 733.05	242,203	\$ 1,189.98	227,780	\$ 1,071.08	196,439	\$ 972.37	0	\$ -	0	\$ -
Monroe Car Fee	0	\$ 105.00	0	\$ 120.85	0	\$ 150.00	0	\$ 135.00	0	\$ -	0	\$ -
Wingate	3,270	\$ 12.75	0	\$ -	3,400	\$ 13.26	7,360	\$ 28.70	0	\$ -	0	\$ -
Marshville	5,460	\$ 20.75	21,630	\$ 82.19	2,400	\$ 9.12	15,210	\$ 57.79	0	\$ -	0	\$ -
Waxhaw	0	\$ -	48,383	\$ 164.51	92,423	\$ 314.24	32,790	\$ 111.49	0	\$ -	0	\$ -
Indian Trail	162,210	\$ 235.23	123,110	\$ 178.51	158,140	\$ 229.32	170,271	\$ 246.90	0	\$ -	0	\$ -
Stallings	32,720	\$ 70.36	75,290	\$ 161.89	52,890	\$ 113.81	50,890	\$ 109.41	0	\$ -	0	\$ -
Weddington	33,667	\$ 10.10	30,960	\$ 9.29	68,750	\$ 20.64	11,350	\$ 3.41	0	\$ -	0	\$ -
Lake Park	24,990	\$ 57.48	11,050	\$ 25.42	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	13,190	\$ 1.99	19,470	\$ 2.94	3,580	\$ 0.54	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	47,860	\$ 7.36	0	\$ -	44,470	\$ 7.34	8,350	\$ 1.38	0	\$ -	0	\$ -
Unionville	74,840	\$ 14.96	44,220	\$ 8.84	49,640	\$ 9.92	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	22,680	\$ 5.67	0	\$ -	1,050	\$ 0.26	16,870	\$ 4.22	0	\$ -	0	\$ -
<b>TOTAL</b>	<b>2,136,126</b>	<b>\$ 8,156.34</b>	<b>2,460,075</b>	<b>\$ 10,061.63</b>	<b>2,125,809</b>	<b>\$ 8,450.03</b>	<b>3,650,951</b>	<b>\$ 8,420.01</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>

**Yearly Total Abatement Report for Motor Vehicles**

2009	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4,197,286	\$ 27,611.37
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	286,280	\$ 116.22
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	434,820	\$ 214.37
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	826,360	\$ 157.19
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1,937,642	\$ 63.06
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	201,775	\$ 61.74
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	82,840	\$ 34.74
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	821,124	\$ 3,966.48
Monroe Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 510.85
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	14,030	\$ 54.71
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	44,700	\$ 169.85
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	173,596	\$ 590.24
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	613,731	\$ 889.96
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	211,790	\$ 455.47
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	144,727	\$ 43.44
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	36,040	\$ 82.90
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	36,240	\$ 5.47
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	100,680	\$ 16.08
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	168,700	\$ 33.72
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	40,600	\$ 10.15
<b>TOTAL</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>10,372,961</b>	<b>\$ 35,088.01</b>

**Yearly Total Abatement Report for Motor Vehicles**

2008	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	25,350	\$ 168.57	75,590	\$ 521.02	61,940	\$ 427.74	71,010	\$ 449.33	0	\$ -	0	\$ -
Stallings VFD	0	\$ -	0	\$ -	20,000	\$ 5.24	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ 0.87	0	\$ -	18,410	\$ 8.89	31,610	\$ 15.59	0	\$ -	0	\$ -
Wesley Chapel VFD	0	\$ -	15,330	\$ 2.93	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	20,300	\$ 10.41	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	1,390	\$ 6.88	21,290	\$ 107.31	3,530	\$ 17.47	22,020	\$ 109.00	0	\$ -	0	\$ -
Monroe Car Fee	0	\$ 5.00	0	\$ 5.00	0	\$ 5.00	0	\$ 10.00	0	\$ -	0	\$ -
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	17,380	\$ 49.53	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	1,770	\$ 2.57	20,450	\$ 30.65	18,410	\$ 26.12	31,610	\$ 45.83	0	\$ -	0	\$ -
Stallings	0	\$ -	0	\$ -	20,000	\$ 50.00	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	22,190	\$ 4.44	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -		\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	<b>50,700</b>	<b>\$ 188.33</b>	<b>152,960</b>	<b>\$ 677.32</b>	<b>142,290</b>	<b>\$ 540.46</b>	<b>173,630</b>	<b>\$ 679.28</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>

**Yearly Total Abatement Report for Motor Vehicles**

2008	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	233,890	\$ 1,566.66
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20,000	\$ 5.24
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	50,020	\$ 25.35
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	15,330	\$ 2.93
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20,300	\$ 10.41
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	48,230	\$ 240.66
Monroe Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 25.00
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	17,380	\$ 49.53
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	72,240	\$ 105.17
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20,000	\$ 50.00
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	22,190	\$ 4.44
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>519,580</b>	<b>\$ 2,085.39</b>

**Yearly Total Abatement Report for Motor Vehicles**

2007	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	41,290	\$ 277.77	46,980	\$ 314.00	0	\$ -	0	\$ -	0	\$ -
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ -	0	\$ -	6,480	\$ 3.01	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	20,000	\$ 6.24	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	21,290	\$ 112.84	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Car Fee	0	\$ -	0	\$ 5.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	6,480	\$ 14.90	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	0	\$ -	82,580	\$ 401.85	59,940	\$ 331.91	0	\$ -	0	\$ -	0	\$ -

**Yearly Total Abatement Report for Motor Vehicles**

2007	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	88,270	\$ 591.77
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6,480	\$ 3.01
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	20,000	\$ 6.24
County Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Schools	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	21,290	\$ 112.84
Monroe Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 5.00
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6,480	\$ 14.90
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	142,520	\$ 733.76

**Yearly Total Abatement Report for Motor Vehicles**

2006	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	4,400	\$ 24.64	3,453	\$ 19.34	0	\$ -	0	\$ -	0	\$ -
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County School	0	\$ -	0	\$ -	3,453	\$ 2.42	0	\$ -	0	\$ -	0	\$ -
Monroe School	0	\$ -	4,950	\$ 3.08	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	4,400	\$ 21.56	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Car Fee	0	\$ -	0	\$ 5.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	3,453	\$ 2.76	0	\$ -	0	\$ -	0	\$ -
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	0	\$ -	13,750	\$ 54.28	10,359	\$ 24.52	0	\$ -	0	\$ -	0	\$ -



**Yearly Total Abatement Report for Motor Vehicles**

2006	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	7,853	\$ 43.98
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County School	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,453	\$ 2.42
Monroe School	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4,950	\$ 3.08
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4,400	\$ 21.56
Monroe Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 5.00
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3,453	\$ 2.76
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24,109	\$ 78.80

**Yearly Total Abatement Report for Motor Vehicles**

2005	July		August		September		October		November		December	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	4,950	\$ 25.99	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County School	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe School	0	\$ -	4,400	\$ 3.47	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	4,950	\$ 23.76	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe Car Fee	0	\$ -	0	\$ 5.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	<b>0</b>	<b>\$ -</b>	<b>14,300</b>	<b>\$ 58.22</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>	<b>0</b>	<b>\$ -</b>

**Yearly Total Abatement Report for Motor Vehicles**

2005	January		February		March		April		May		June		Total	
	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes	Value	Taxes
County	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4,950	\$ 25.99
Stallings VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Springs VFD	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
County School	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe School	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4,400	\$ 3.47
Marvin	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Monroe	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4,950	\$ 23.76
Monroe Car Fee	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ 5.00
Wingate	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Marshville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Waxhaw	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Indian Trail	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Stallings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Weddington	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Lake Park	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Fairview	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Hemby Bridge	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Wesley Chapel	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Unionville	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Mineral Springs	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
<b>TOTAL</b>	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	14,300	\$ 58.22

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: March 21, 2011**

**Action Agenda Item No.** 4c  
(Central Admin. use only)

**SUBJECT: Dissolution of Farmers Market Committee**

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**DEPARTMENT:**

**PUBLIC HEARING: No**

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**ATTACHMENT(S):**

**INFORMATION CONTACT:**

Cynthia A. Coto, County Manager

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**TELEPHONE NUMBERS:**

704-292-2625

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**DEPARTMENT'S RECOMMENDED ACTION: Dissolve the Farmers Market Committee**

**BACKGROUND:** The Union County Farmer's Market was constructed in 1987 with the help of a grant from the NC Department of Agriculture. At the time, this was the only publicly supported facility in the county and one of only a few farmers' markets in the area. The BOCC established a committee and designated a volunteer manager, however, Cooperative Extension provided primary oversight for the market, the facilities, budgets, and direction. Since 1987 much has changed. Through the leadership of Cooperative Extension combined with national trends towards increased consumption of local foods, community farmer's markets, CSA's, and direct marketing to retailers have become one of the fastest growing segments of the agricultural economy. Union County farmers now have access to markets in Waxhaw, Indian Trail, Matthews, and Monroe in addition to the original market in downtown. Extension has developed a long-range plan for a local foods economy county wide. Whereas, since Extension has the primary leadership role for this effort and operates as a department within the county administration, it is logical that Extension is most accountable for this matter. Elimination of the "Farmer's Market Committee" will provide greater flexibility for future programming allowing for an enhanced local foods system and opportunities for growers county wide.

**FINANCIAL IMPACT:**

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**

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**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: March 21, 2011**

**Action Agenda Item No.** 4d  
(Central Admin. use only)

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**SUBJECT:** PERFORMANCE-BASED FOOD & LODGING DISTRIBUTION

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**DEPARTMENT:** HEALTH

**PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Budget Amendment #31  
DENR Budget Form

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**INFORMATION CONTACT:**  
Phillip Tarte

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**TELEPHONE NUMBERS:**  
704-296-4801

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**DEPARTMENT'S RECOMMENDED ACTION:** Adopt Budget Ordinance Amendment #31 and accept \$17,972.41 from the NC Department of Environment and Natural Resources for performing 100% of all required food and lodging establishment inspections in Union County.

**BACKGROUND:** NCGS 130A-248(d) mandates that each North Carolina establishment that prepares or serves drink or food for pay, and establishments that prepare and sell meat food products, pay an annual fee of \$50 to the State of North Carolina. Then, based on a set formula, the State calculates a portion of the fees collected under the statute and returns that portion to the local jurisdiction performing the sanitation inspections. The total amount is based on the percentage of facilities that were inspected (graded). The Union County Health Department was 100% compliant and received its full allocation.

**FINANCIAL IMPACT:** State funding will be used to offset the county cost of the Environmental Health Program

Increase Revenue:  
10451154-4413-1392 \$17,972.41

Increase Expenditures:  
10551154-5199-1392 \$17,972.41

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

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**BUDGET AMENDMENT**

BUDGET Health REQUESTED BY Phillip Tarte  
FISCAL YEAR FY2011 DATE March 21, 2011

**INCREASE**

**DECREASE**

Description

Description

<u>Operating Expenses</u>	<u>17,972</u>		
<u>State Revenue</u>	<u>17,972</u>		

Explanation: Appropriate additional state funds for the Environmental Health Program

DATE \_\_\_\_\_ APPROVED BY Bd of Comm/County Manager  
Lynn West/Clerk to the Board

**FOR POSTING PURPOSES ONLY**

**DEBIT**

**CREDIT**

<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
<u>10551154-5199-1392</u>	<u>Salary Adjustments</u>	<u>17,972</u>	<u>10451154-4413-1392</u>	<u>State Funding</u>	<u>17,972</u>

Total 17,972 Total 17,972  
Prepared By bl  
Posted By \_\_\_\_\_  
Date \_\_\_\_\_ Number 30

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: March 21, 2011**

**Action Agenda Item No. 4e**  
(Central Admin. use only)

**SUBJECT:** CDC Healthy Homes Grant Funding

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**DEPARTMENT:** HEALTH

**PUBLIC HEARING:** No

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**ATTACHMENT(S):**

**INFORMATION CONTACT:**

Phillip Tarte

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**TELEPHONE NUMBERS:**

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704-296-4801

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**DEPARTMENT'S RECOMMENDED ACTION:** Accept funding for the CDC Healthy Homes Funding Application in the amount of \$50,000

**BACKGROUND:** Housing conditions can significantly affect public health. Approximately 38 million homes in the United States have lead-based paint hazards that can result in childhood lead poisoning. In addition, injuries, respiratory diseases such as asthma, and quality of life issues have been linked to housing. According to the U.S. Department of Housing and Urban Development's 2007 American Housing Survey, almost six million households live with moderate or severe physical housing problems. Although homes with moderate or severe physical problems place residents at increased risk for fire, electrical injuries, falls, rodent bites, and other illnesses or injuries, housing-related health hazards can affect anyone. For example, exposure to pesticide residues, indoor toxicants, tobacco smoke, and combustion gases such as CO, can affect everyone regardless of socioeconomic status. Therefore, no population group is immune to illnesses or injuries occurring in the home environment.

From 1990 to 2011, the Centers for Disease Control and Prevention (CDC) awarded funds to state and local health departments to support childhood lead poisoning prevention programs. During FY 2010 alone, CDC allocated nearly \$25 million to state and city health departments. However, CDC recognizes the need to address housing related issues, including lead exposure, in a more comprehensive manner. In 2009, with Congressional acknowledgement, CDC changed the name of the Childhood Lead Poisoning and Prevention Branch to the Healthy Homes and Lead Poisoning Prevention Branch (HHLPPB). This name change reflects the new direction of the HHLPPB in implementing a healthy homes initiative that addresses multiple childhood diseases and injuries in the home.

Most public health efforts take a categorical approach to health and safety hazards in the home, focusing narrowly on one issue, even in the presence of multiple issues. The Healthy Homes

Initiative builds upon CDC's successful Childhood Lead Poisoning Prevention Programs (CLPPP) to expand efforts in addressing a variety of environmental health and safety concerns including: Interior Biological Agents (dust mites, pests, mold); Interior Chemical Agents (lead, pesticides, environmental tobacco smoke, radon); External Exposures (drinking water); and Structural Deficiencies (homes safety devices). If homes are assessed for multiple risks, then multiple interventions can be implemented simultaneously. Existing state and local programs with a home visitation component potentially can address family health, environmental, and safety issues more comprehensively and, consequently, affect more families. For example, home visits to identify lead exposure sources for children with elevated blood lead levels can be expanded to assess whether working smoke alarms and carbon monoxide detectors are present and also whether moisture-related conditions exist (such as mold and pest infestation). Some of these interventions can be implemented by state and local programs, while others may have to be referred to appropriate programs or agencies for follow-up. This holistic approach has been demonstrated to be less expensive than addressing problems individually.

In 2009, CDC worked with the Office of the Surgeon General in releasing The Call to Action to Promote Healthy Homes. The Call to Action outlines a comprehensive and coordinated approach to healthy homes. This approach seeks to reduce disparities in the availability of healthy, safe, affordable, accessible, and environmentally friendly homes. The Call to Action defines a healthy home as one that is sited, designed, built, renovated, and maintained in ways that support the health of residents. Specific features that constitute a healthy home include structural and safety aspects of the home, quality of indoor air and water, and the presence or absence of chemicals. In order to achieve a safe and healthy home environment, the Call to Action highlights integrating a variety of strategies including:

- Changing structural conditions and building practices
- Modifying resident and property owners' behaviors
- Developing and implementing policies to enforce healthy housing practices

The Call to Action also highlights the need for research that links housing conditions with specific health outcomes. In an effort to better understand interventions ready for implementation or in need of additional research, the National Center for Healthy Housing (NCHH) and CDC convened a Healthy Homes Expert Panel Meeting to review the scientific evidence of housing interventions and its impact on improving or preventing certain diseases and conditions. The expert panel reviewed more than 170 scientific studies of housing interventions in four primary areas including: Interior Biological Agents; Interior Chemical Agents; External Exposures; and Structural Deficiencies. The interventions determined ready for broad-scale implementation include:

- Lead hazard control to prevent lead poisoning
- Integrated pest management (IPM) to reduce asthma and pesticide exposure
- Comprehensive and tailored home-based asthma interventions
- Active sub-slab depressurization to reduce lung cancer from radon gas
- Smoke alarm installations to prevent injuries and death from residential fires
- Smoke free rules at home

The Healthy Homes approach is holistic and comprehensive and provides public health professionals, including environmental public health practitioners, public health nurses, and housing specialists, the requisite training and tools necessary to address the broad range of housing deficiencies and hazards associated with unhealthy and unsafe homes.

### Disparities in Healthy Homes

Although homes of any age or value can contain serious environmental hazards, older

properties that are poorly maintained typically present the greatest risks. The US Department of Housing and Urban Development (US HUD) defines substandard housing as homes with severe or moderate problems. Residents of poorly maintained housing are at increased risk from fire, falls, lead poisoning, asthma, and other injuries and illnesses. People living in substandard housing are disproportionately of minority race or ethnicity.

The burden of housing hazards disproportionately affects certain age groups, races, and ethnicities, and varies geographically. Anyone can suffer from housing-related illnesses or injuries; however, certain groups are more susceptible. Some risk factors that increase the susceptibility or vulnerability of certain groups for housing-related health issues include:

- Age

Children are more vulnerable to environmental exposures due to their developing organs and nervous system. Children living in older housing are more vulnerable to having elevated blood lead levels than the population of U.S. children as a whole. Elderly adults are more susceptible to certain housing-related hazards such as injuries and falls.

- Income and Ethnicity

Low-income, minority populations are more likely to live in homes with structural defects and environmental hazards. Low-income households and older homes also have high concentrations of mouse and cockroach allergens.

- Geographical Location

Some hazards are more common in certain geographical locations. For example, radon gas levels vary across the country.

### Healthy Homes and Vulnerable Populations

The Healthy Homes Initiative will promote environmental justice, the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. Within the context of healthy homes, environmental justice requires reducing disparities in the accessibility of healthy, safe, affordable, and environmentally friendly homes. It focuses on the vulnerable population to ensure that they are protected from housing-related hazards and deficiencies. As we implement the healthy homes initiative, there are compelling reasons to focus attention and resources on the needs of vulnerable populations: (1) vulnerable populations have greater health and social needs, (2) the prevalence of vulnerable groups in the population is increasing, and (3) vulnerability is a social justice issue.

A vulnerable population is defined as any population that is at an increased risk for adverse health-related outcomes due to housing patterns driven by racial, cultural, social, and economic conditions. Many vulnerable populations are disproportionately impacted by housing-related hazards such as lead hazards, pesticide residues, electrical injuries, house fires, household chemical poisoning, falls, tobacco smoke, noise, and moisture. Moreover, these populations are often left out of decision-making processes. Meaningful involvement of affected populations during initial phases of the decision-making process is an essential step to addressing health and housing inequities among disparate populations.

### Purpose:

The purpose of the HHLPPP is to reduce or eliminate housing-related health hazards and to promote housing that is healthy, safe, affordable, and accessible. This program will address multiple hazards in homes and prevent diseases and/or injuries that result from housing-related hazards. Priority hazards, diseases and conditions, and high-risk populations should be determined based on programmatic data and other data sources (i.e. census, hospital admissions, or building/sanitary code violations by address). Special emphasis should be

placed on populations who suffer disproportionately from housing-related disease. This announcement addresses the "Healthy People 2020" focus areas of environmental health, public health infrastructure, and education and community-based programs.

Funds will be used to do the following:

- Build a consortium of strategic partners to address unsafe and/or unhealthy housing conditions.
- Assure follow-up care is provided for high-risk populations who are identified with housing-related health issues.
- Develop a surveillance system that monitors blood lead levels, environmental test results, and healthy housing variables.
- Develop a regulatory structure and enforcement process to prevent or control housing-related environmental health hazards.

Measurable outcomes of the program will be in alignment with one (or more) of the following performance goal(s) for the CDC National Center for Environmental Health:

- Prevent or reduce illness, injury and death related to environmental risk factors.
- Build and enhance effective partnerships to improve environmental health capacity.

This funding opportunity announcement has two distinct Phases. Phase 1 focuses on conducting a comprehensive needs assessment to identify health and housing needs of the community, and evaluating program capabilities for implementation of a healthy homes program. Activities conducted during Phase 1 will result in the development of a healthy homes strategic plan by the end of Year 1. Phase 2 focuses on implementation of the strategic plan.

**FINANCIAL IMPACT:** \$50,000 first year grant award to county. Funding will be used to offset county dollars for Environmental Health Specialist salary.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

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**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: 3/21/11**

**Action Agenda Item No. 4f**  
(Central Admin. use only)

**SUBJECT:** Teen Wellness Grant Program Proposal

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**DEPARTMENT:** Health

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Teen Wellness Grant Proposal

**INFORMATION CONTACT:**  
Phillip Tarte, Health Director

**TELEPHONE NUMBERS:**  
704-296-4801

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**DEPARTMENT'S RECOMMENDED ACTION:** Approval of the Health Department's submission to the Sisters' of Mercy Foundation for a three year grant funded Teen Wellness Program.

**BACKGROUND:** The Teen Wellness grant will provide a comprehensive wellness program for middle school students and a safe date program for high school students. The program intends to provide students with the skills they need to navigate a safe, healthy path through their teen years. It will utilize evidence based curriculums on self-esteem, risk assessment, communication skills, substance abuse, nutrition education, safe dating practices, abstinence and goal setting. Students will have the information and tools to avoid traditional pitfalls that can have devastating life long consequences. The student population receiving the program will be at East Union Middle and Forest Hills High. These schools were selected in cooperation with the Union County Public Schools. Selection criteria included teen pregnancy statistics, test scores, drop out rates and statistics on the number of students on free and reduced lunch. These school populations are economically disadvantaged and have large minority student populations, and can be linked to one or more of the critical social issues that have been found to factor into incidence of teen pregnancy. There are numerous Intended program outcomes: reducing the incidence of teen pregnancy at the targeted schools, reducing the number of students that initiate becoming sexually active, reducing the number of students using alcohol and drugs, reducing the drop out rate, reducing the number of students that indicate giving in to peer-pressure, increase the number of students that plan to further their education after high school graduation and increase the number of students that make behavior changes toward healthier eating habits. A healthy teen must be mentally, physically and emotionally healthy in order to move toward a successful future and reject peer pressures and unhealthy behaviors.

We estimate the grant impacting 825 seventh graders (275 students per year) and 900 ninth

graders (300 per year). The grant will also provide parent programs (four per school year) with communication and risk behavior curriculums.

The Union County Health Department will act as the Grant Administrator, hiring a Health Education Specialist to implement the program. In addition to the Administrator, the Health Department has collaborative partners that will be playing active roles in the implementation of the grant: Piedmont Behavioral Health / Substance Abuse Prevention, Union County Women Infant Children Nutrition Program, South Piedmont Community College and Union County Public Schools.

We are requesting \$96,621 per year for 3 years for a total grant request of \$289,863.00

**FINANCIAL IMPACT:**

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

Meeting Date: March 21, 2011

Action Agenda Item No. 4g  
(Central Admin. use only)

**SUBJECT:** ADDITIONAL FAMILY PLANNING WAIVER FUNDS

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**DEPARTMENT:** HEALTH

**PUBLIC HEARING:** No

**ATTACHMENT(S):**  
Funding Allocation Page  
Budget Amendment #30

**INFORMATION CONTACT:**  
Phillip Tarte

**TELEPHONE NUMBERS:**  
704-296-4801

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**DEPARTMENT'S RECOMMENDED ACTION:** Adopt Budget Ordinance Amendment #30 and accept an additional \$1,450 in Federal Title X (Family Planning) bonus funding.

**BACKGROUND:** Due to increased patient caseloads, many NC health departments have been approved for additional federal Family Planning Title X dollars. This additional funding can be used for any Title X family planning services expenditure (pregnancy diagnosis and counseling, postpartum patient counseling, emergency contraception, and sterilizations). The allocation to Union County will come through the NC Division of Public Health.

**FINANCIAL IMPACT:** No financial impact to the County.

Increase revenue:

10451150-4344-1324    \$1,450

Increase expenditures:

10551150-5239-1324    \$1,450

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**

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**Allocation Page**  
**For Fiscal Year:10/11**  
**Estimate Number: 5**

Waiting for Budget Super Approval

**CONTRACTS**  
**FEB 15 2011**

	151 1805 3736 AP	151 1505 3735 AP	151 1511 5151 TA	151 1511 592D PP	151 1511 592E PP	151 1511 6011 FR	Proposed Total	New Total	
	Payment Period 07/01-10/30	Payment Period 11/01-06/30	Payment Period 06/01-06/30	Payment Period 07/01-07/30	Payment Period 08/01-06/30	Payment Period 07/01-06/30			
AA	Service Period 06/01-09/30	Service Period 10/01-05/31	Service Period 08/01-05/31	Service Period 06/01-06/30	Service Period 07/01-05/31	Service Period 06/01-05/31			
01 ALAMANCE		\$0.00	\$0.00	\$0.00	\$0.00	\$8,451.00	\$0.00	\$8,451.00	\$150,167.00
01 ALBEMARLE REG		\$0.00	\$0.00	\$0.00	\$0.00	\$10,150.00	\$0.00	\$10,150.00	\$465,993.00
02 ALEXANDER		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$78,278.00
04 ANSON		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$93,230.00
02 APPALACHIAN		\$0.00	\$0.00	\$0.00	\$0.00	\$4,350.00	\$0.00	\$4,350.00	\$197,080.00
07 BEAUFORT		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$131,981.00
09 BLADEN		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$106,610.00
10 BRUNSWICK		\$0.00	\$0.00	\$0.00	\$0.00	\$8,191.00	\$0.00	\$8,191.00	\$136,764.00
11 BUNCOMBE		\$0.00	\$0.00	\$0.00	\$0.00	\$11,766.00	\$0.00	\$11,766.00	\$205,372.00
12 BURKE		\$0.00	\$0.00	\$0.00	\$0.00	\$3,641.00	\$0.00	\$3,641.00	\$119,894.00
13 CABARRUS		\$0.00	\$0.00	\$0.00	\$0.00	\$9,686.00	\$0.00	\$9,686.00	\$121,272.00
14 CALDWELL		\$0.00	\$0.00	\$0.00	\$0.00	\$2,341.00	\$0.00	\$2,341.00	\$131,921.00
16 CARTERET		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$124,040.00
17 CASWELL		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$98,831.00
18 CATAWBA		\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$119,801.00
19 CHATHAM		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$85,031.00
20 CHEROKEE		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$73,934.00
22 CLAY		\$0.00	\$0.00	\$0.00	\$0.00	\$5,266.00	\$0.00	\$5,266.00	\$48,347.00
23 CLEVELAND		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$152,475.00
24 COLUMBUS		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$88,774.00
28 CRAVEN		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$238,500.00
26 CUMBERLAND		\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$470,059.00
28 DARE		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$43,284.00
29 DAVIDSON		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$167,981.00
30 DAVIE		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$75,572.00
31 DUPLIN		\$0.00	\$0.00	\$0.00	\$0.00	\$6,241.00	\$0.00	\$6,241.00	\$128,607.00
32 DURHAM		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$155,181.00
33 EDGEcombe		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$259,954.00
34 FORSYTH		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$332,405.00
35 FRANKLIN		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$59,782.00
36 GASTON		\$0.00	\$0.00	\$0.00	\$0.00	\$19,030.00	\$0.00	\$19,030.00	\$189,546.00
38 GRAHAM		\$0.00	\$0.00	\$0.00	\$0.00	\$2,991.00	\$0.00	\$2,991.00	\$44,569.00
03 GRAN-VANCE		\$0.00	\$0.00	\$0.00	\$0.00	\$2,900.00	\$0.00	\$2,900.00	\$192,569.00
40 GREENE		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$69,099.00
41 GUILFORD		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$600,394.00
42 HALIFAX		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$245,779.00
43 HARNETT		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$116,520.00
44 HAYWOOD		\$0.00	\$0.00	\$0.00	\$0.00	\$8,321.00	\$0.00	\$8,321.00	\$132,559.00
45 HENDERSON		\$0.00	\$0.00	\$0.00	\$0.00	\$2,666.00	\$0.00	\$2,666.00	\$71,345.00
46 HERTFORD		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$143,924.00
47 HOKE		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$90,884.00
48 HYDE		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$47,236.00
49 IREDELL		\$0.00	\$0.00	\$0.00	\$0.00	\$16,093.00	\$0.00	\$16,093.00	\$176,866.00
50 JACKSON		\$0.00	\$0.00	\$0.00	\$0.00	\$9,881.00	\$0.00	\$9,881.00	\$180,654.00
51 JOHNSTON		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$118,013.00
52 JONES		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$61,349.00
53 LEE		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$112,805.00
54 LENOIR		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$229,288.00
55 LINCOLN		\$0.00	\$0.00	\$0.00	\$0.00	\$9,491.00	\$0.00	\$9,491.00	\$46,741.00
56 MACON		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$100,325.00
57 MADISON		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$86,050.00
04 MAR-TYR-WASH		\$0.00	\$0.00	\$0.00	\$0.00	\$4,350.00	\$0.00	\$4,350.00	\$279,019.00
60 MECKLENBURG		\$0.00	\$0.00	\$0.00	\$0.00	\$9,556.00	\$0.00	\$9,556.00	\$948,938.00
62 MONTGOMERY		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$58,168.00
63 MOORE		\$0.00	\$0.00	\$0.00	\$0.00	\$17,096.00	\$0.00	\$17,096.00	\$195,427.00
64 NASH		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$205,293.00
65 NEW HANOVER		\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$213,931.00
66 NORTHAMPTON		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$121,689.00
67 ONSLOW		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$344,871.00
68 ORANGE		\$0.00	\$0.00	\$0.00	\$0.00	\$5,071.00	\$0.00	\$5,071.00	\$178,754.00
69 PAMLICO		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$58,809.00
71 PENDER		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$100,001.00
73 PERSON		\$0.00	\$0.00	\$0.00	\$0.00	\$7,021.00	\$0.00	\$7,021.00	\$127,589.00
74 PITT		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$240,808.00
76 RANDOLPH		\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$159,671.00

77 RICHMOND			\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$119,006.00
78 ROBESON			\$0.00	\$0.00	\$0.00	\$0.00	\$3,641.00	\$0.00	\$3,641.00	\$324,950.00
79 ROCKINGHAM			\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$172,825.00
80 ROWAN			\$0.00	\$0.00	\$0.00	\$0.00	\$5,266.00	\$0.00	\$5,266.00	\$222,095.00
85 R-P-M			\$0.00	\$0.00	\$0.00	\$0.00	\$4,350.00	\$0.00	\$4,350.00	\$272,872.00
82 SAMPSON			\$0.00	\$0.00	\$0.00	\$0.00	\$5,981.00	\$0.00	\$5,981.00	\$138,802.00
83 SCOTLAND			\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$163,255.00
84 STANLY			\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$84,821.00
88 STOKES			\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$114,988.00
86 SURRY			\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$51,742.00
87 SWAIN			\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$78,414.00
86 YOE RIVER			\$0.00	\$0.00	\$0.00	\$0.00	\$4,656.00	\$0.00	\$4,656.00	\$213,271.00
88 TRANSYLVANIA			\$0.00	\$0.00	\$0.00	\$0.00	\$4,876.00	\$0.00	\$4,876.00	\$74,592.00
90 UNION			\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$137,587.00
92 WAKE			\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	\$300,778.00
93 WARREN			\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$113,884.00
96 WAYNE			\$0.00	\$0.00	\$0.00	\$0.00	\$4,356.00	\$0.00	\$4,356.00	\$206,008.00
97 WILKES			\$0.00	\$0.00	\$0.00	\$0.00	\$1,626.00	\$0.00	\$1,626.00	\$107,017.00
98 WILSON			\$0.00	\$0.00	\$0.00	\$0.00	\$1,450.00	\$0.00	\$1,450.00	\$178,007.00
98 YADKIN			\$0.00	\$0.00	\$0.00	\$0.00	\$2,795.00	\$0.00	\$2,795.00	\$58,609.00
<b>Totals</b>			\$0.00	\$0.00	\$0.00	\$0.00	\$393,148.00	\$0.00	\$393,148.00	\$14,181,228.00

Signature and Date - DPH Program Administrator

*Taina Daniel* 2/15/2011

Signature and Date - DPH Section Chief

*Peter Andre* 2/15/11

Signature and Date - DPH Contracts Office

*Billic P Matthews* 2-15-11

Signature and Date - Division of Public Health Budget Officer

*Wayne M...* 2/15/11

5/11

**BUDGET AMENDMENT**

BUDGET	<u>Health</u>	REQUESTED BY	<u>Phillip Tarte</u>
FISCAL YEAR	<u>FY2011</u>	DATE	<u>March 21, 2011</u>

**INCREASE**

Description

<u>Operating Expenses</u>	<u>1,450</u>
<u>Federal Revenue</u>	<u>1,450</u>

**DECREASE**

Description

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Explanation: Appropriate additional federal funds for the Health, Family Planning Program

DATE _____	APPROVED BY _____
	Bd of Comm/County Manager Lynn West/Clerk to the Board

FOR POSTING PURPOSES ONLY

**DEBIT**

<u>Code</u>	<u>Account</u>	<u>Amount</u>
<u>10551150-5239-1324</u>	<u>Medical Supplies</u>	<u>1,450</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**CREDIT**

<u>Code</u>	<u>Account</u>	
<u>10451150-4344-1324</u>	<u>Federal Funding</u>	<u>1,450</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

	Total <u>1,450</u>		Total <u>1,450</u>
Prepared By	<u>bl</u>		
Posted By	<u>        </u>		
Date	<u>        </u>	Number	<u>30</u>

UNION COUNTY  
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 03/21/2011

Action Agenda Item No. 4h  
(Central Admin. use only)

**SUBJECT:** Request for Refund

**DEPARTMENT:** Register of Deeds      **PUBLIC HEARING:** Choose one....

**ATTACHMENT(S):** (1) Letter from Gerard McNaught, LLC      **INFORMATION CONTACT:** Crystal D. Crump

**TELEPHONE NUMBERS:**  
704-283-3794

**DEPARTMENT'S RECOMMENDED ACTION:** Authorize refund in the amount of \$70.00 to Gerard W. McNaught, LLC for recording fee in the wrong county. *(Excise tax only)*

**BACKGROUND:** See letter and recorded deed for verification

**FINANCIAL IMPACT:** This amount would need to come out of account code 10-424000-4160 in the amount of \$70.00.

**Legal Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

**Finance Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

**Manager Recommendation:** \_\_\_\_\_

**GERARD W. McNAUGHT, LLC**

ATTORNEY AT LAW  
3430 TORINGDON WAY, SUITE 101A  
CHARLOTTE, NC 28277

UNIVERSITY OFFICE:  
520 COLLINS-AIKMAN DRIVE  
SUITE 108  
CHARLOTTE, NC 28262  
(704) 409-4890 Telephone  
(704) 409-4990 Facsimile  
*GWMLAW3@gmail.com*

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TELEPHONE  
(704) 849-2775  
FACSIMILE  
(704) 849-2546  
*GWMLAW5@gmail.com*

CORNELIUS OFFICE:  
19721 BETHEL CHURCH ROAD  
SUITE 101A  
CORNELIUS, NC 28031  
(704) 439-5365 Telephone  
(704) 439-5367 Facsimile  
*GWMLAW@gmail.com*

GERARD W. McNAUGHT  
LAURIE A. McNAUGHT  
ANN C. VILLIER  
MATTHEW J. LESTER\*  
*(Of Counsel)*  
\* Also licensed in SC

MOORESVILLE OFFICE:  
118 MORLAKE DRIVE  
SUITE 100 A  
MOORESVILLE, NC 28117  
(704) 235-1398 Telephone  
(704) 235-1399 Facsimile  
*GWMLAW6@gmail.com*

February 22, 2011

Union County Register of Deeds  
Post Office Box 248  
Monroe, NC 28111

Attention: Crystal Crump

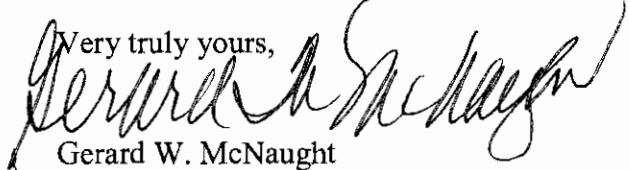
Re: Brandon Scott Nelson

Dear Ms. Crump:

Pursuant to our telephone conversation of today's date, please find enclosed a copy of the Special Warranty Deed which was recorded in error in Union County on July 1, 2010 in Book 5356, Page 831 at 4:39 pm.

We are in the processing of recording the original in Mecklenburg County. Please note that we paid \$70.00 in stamps for this recording. We are asking at this time for a refund of same.

Thank you.

Very truly yours,  
  
Gerard W. McNaught

FILED  
UNION COUNTY, NC  
CRYSTAL CRUMP  
REGISTER OF DEEDS

FILED Jul 01, 2010  
AT 04:39 pm  
BOOK 05356  
START PAGE 0831  
END PAGE 0832  
INSTRUMENT # 16178  
EXCISE TAX \$70.00  
JT

SPECIAL WARRANTY DEED

Mail to:

Brandon Scott Nelson  
2008 Farmingham Lane  
Indian Trail, NC 28079

Drawn by:

Shapiro & Ingle, L.L.P.  
8520 Cliff Cameron Drive, Suite 300  
Charlotte, NC 28269

If the initials of any Grantor or agent appear, the property includes the primary residence of at least one of the Grantors. (N.C.G.S. § 105-317.2): \_\_\_\_\_

Tax ID#: 08116315

\$70.00 REVENUE STAMPS

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

THIS INDENTURE Made this 18 day of June, 2010, between Selene RMOF REO Acquisition II LLC, hereinafter GRANTOR, whose address is 9990 Richmond, Suite 100, Houston, TX 77042 and Brandon Scott Nelson, hereinafter GRANTEE, whose address is 2008 Farmingham Ln, Indian Trail, NC 28079 The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Mecklenburg County, North Carolina and more particularly described as follows:

Parcel Id No.: 08I-163-15

Property Address: 1400 Kennon Street, Charlotte, NC 28205

Lying and being situated in MECKLENBURG County, North Carolina, and more particularly described as follows:

BEING Lot #4 of the property of Heath-Sanders Company, as shown on map by J. W. Spratt recorded in Map Book 1166, Page 517, fronting 60 feet on Kennon Street and extending back with that width 140 feet to the northerly boundary of Lot #5 of said property.

Save and except any releases, deeds of release or prior conveyances of record.

Said property is commonly known as 1400 Kennon Street, Charlotte, NC 28205.

Property Address: 1400 Kennon St., Charlotte, NC 28205

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to Grantee in fee simple.

And the Grantor covenants with the Grantee, the Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor.

IN WITNESS WHEREOF, Selene RMOF REO Acquisition II LLC, has caused this instrument to be signed in its company name by its duly authorized Manager, the day and year first above written.

Selene RMOF REO Acquisition II LLC, by and through its attorney in fact Green River Capital, LC

By: *Magdalena Mattres*  
Name: \_\_\_\_\_

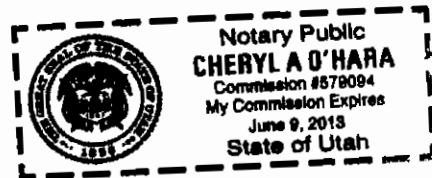
Hand printed or typed  
**MAGDALENA MATTRES, SR. VICE PRESIDENT**

STATE OF Utah )  
COUNTY OF Salt Lake ) SS.

On this 18 day of June, <sup>2010</sup>~~2009~~, before me, the undersigned Notary Public, personally appeared Magdalena Mattres personally known to me to be the Sr. Vice President of Green River Capital, LC and being by me duly sworn and known to me to be the person who executed the within instrument on behalf of said Green River Capital, LC, a company that executed and whose name is subscribed to the within instrument as the attorney-in-fact and/or agent of Selene RMOF REO Acquisition II LLC, and acknowledged to me that she subscribed the name of Selene RMOF REO Acquisition II LLC thereto as principal and the name of Green River Capital, LC as the attorney-in-fact and/or agent of Selene RMOF REO Acquisition II LLC and that said company executed the same as such attorney-in-fact and that the authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged, and recorded in the Office of the Register of Deeds, County of \_\_\_\_\_ State of North Carolina, on the \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_.

*C. J. [Signature]*  
Notary Public

09-121375 - JW





**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: March 21, 2011**

**Action Agenda Item No. 41**  
(Central Admin. use only)

**SUBJECT:** Fiscal Year 2011-2012 Grant Application for the Criminal Justice Partnership Program

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**DEPARTMENT:** Central Administration      **PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
CJPP Application for Continued Funding

**INFORMATION CONTACT:**  
Cindy Coto, County Manager  
David Cannon, Finance Director

Draft contract with First Step

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**TELEPHONE NUMBERS:**  
704-292-2625  
704-283-3631

---

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**DEPARTMENT'S RECOMMENDED ACTION:** Authorize County Manager and Finance Director to sign and submit the Criminal Justice Partnership Program application for continuation of grant funding.

**BACKGROUND:** The Criminal Justice Partnership Program is a local community-based corrections program funded by the State and administered at a local level. Union County appoints representatives to a County CJPP board, as defined by statute, that supervises a substance abuse treatment program for court-ordered offenders.

The County annually requests funding from the State to support the program. Currently, the County contracts with First Step-Carolinas Medical Center Union to provide substance abuse treatment with those funds.

The CJPP Board met recently, and recommends the attached Application, which includes a \$135,356 budget for the 2011-12 fiscal year. This is an increase above the \$130,749 grant award for FY2011. This funding provides \$117,797 for drug screenings, counseling, treatment and detoxification services. The grant does provide limited residential treatment services and other support services. The grant also allows First Step with \$3,000 for secretarial support and \$13,950 in operating supplies to provide drug testing kits, educational materials and snacks at the counseling session. After the Legislature approves a budget for the next fiscal year and we are allotted funds, it may be necessary for us to amend the budget to reflect the actual allotment.

The State requires that the attached Application contain the signatures of the County Manager, the Finance Officer, and the local CJPP Chair. The Recommended Action authorizes the first two signatures, and the CJPP Board has authorized the CJPP Chair to sign the document after approval by the Commission.

**FINANCIAL IMPACT:** None. The grant requires no County cash match.

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

\_\_\_\_\_

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**Manager Recommendation:** \_\_\_\_\_

# Criminal Justice Partnership Program

## Application for Continuation of Implementation Funding

**FY 2012 - from July 1, 2011 to June 30, 2012**

**Due in the CJPP Coordinator's Office by March 31, 2011**

**County: Union**

**Grant Number: 90-0711-**  County Operations  
**I-A**  Contractual Service

**Contact Person: Matthew Delk**  
**Phone: 704-283-3656**  
**Fax: 704-282-0210** Email:

**Note:**

This application is to be used for the continuation of implementation grant funding only.  
 New programs must complete a full application in accordance with Section IV.A of the CJPP Policies and Procedures.

**1. County Manager/Authorizing Official**

**Name** Cynthia Coto  
**Title** County Manager  
**Address** 500 N. Main St.  
 Monroe, NC 28112  
**Phone** 704-292-2625  
**Fax** 704-282-0121  
**Email** cindy.coto@co.union.nc.us

**Signature**

**2. Fiscal Agent**

**Name** David Cannon  
**Title** Finance Officer  
**Address** 500 N. Main St.  
 Monroe, NC 28112  
**Phone** 704-283-3631  
**Fax** 704-225-0664  
**Email** david.cannon@co.union.nc.us

**Signature**

**3. CJPP Local Advisory Board Chair**

**Name** Michael Runge  
**Title** Board Chair  
**Address** 200 Buck Hill Rd.  
 Monroe, NC 28112  
**Phone** 704-309-1588  
**Fax** 704-391-3736  
**Email** michaelrunge@carolina.rr.com

**Signature**

**4. Total Grant Award Amount** 135,356.00

**5. Program Type**

Indicate the type(s) of CJP program(s) operated. (Check all that apply)

Day Reporting Center  
 Sat. Substance Abuse Treatment  
 Resource Center

**6. Date Approved**

2/28/2011

**Approved By**

CJPP Local Advisory Board

County Board of Commissioners

**7. Sentenced Offender Program**

**A. Program Information**

**Provide Name, Address, and Phone/Fax/Email of Program**

BHC First Step  
 PO Box 5003  
 1623 E. Sunset Dr.  
 Monroe, NC 28111

**Program Director Name**     **Dorsey Ward**

**B. Program Administration (for Contractual Programs only)**

**Provide Name, Title, Address, and Phone/Fax/Email of Director, Administrator or Contact Person**

Dorsey Ward, MSW, LCAS  
 Director  
 BHC First Step at CMC-Union  
 PO Box 5003  
 Monroe, NC 28111  
 Phone: 704-290-5030  
 FAX: 704-289-8784  
 dorsey.ward@carolinashealthcare.org

**8. Program Modifications**

**A. Check All Proposed Changes in the Following Program Components.**

**B. For Each Checked, Describe Current Program Component, followed by Proposed Program Component.**

Program Goals and Objectives

Increase number of offenders served in the program from 50 to 58 and increase the anticipated Completion rate from 35% to 40%.

Program Activities

# of Offenders Served

Increase from 50 to 58

Offenders Targeted

Program Administration

Administrative Fees

Program Staffing

Contracts

MOA's

Job Descriptions for County Employees

Other

Other

### 9. Sentenced Offender Program Goals and Objectives Description

(Refer to CJPP Legislation as a guide to the definitions of Goals and Objectives)  
 State the GOALS of the program in terms of the long-term effect the program is designed to have, and a list of measurable OBJECTIVES to meet those goals.

**Goals**

**Objectives to meet Goal**

<p>Provide an additional sentencing option for Intermediate Probationers (and Community Probationers at risk of revocation) who exhibit a substance abuse or dependency problem.</p>	<ol style="list-style-type: none"> <li>1. Screen 100% of referrals from DCC and TASC</li> <li>2. Serve at least 58 offenders annually.</li> <li>3. Maintain an average caseload of 15 Offenders in treatment</li> </ol>
<p>Provide offenders with the knowledge and treatment services to reduce recidivism and probation revocations.</p>	<ol style="list-style-type: none"> <li>1. Achieve a 40% successful completion rate.</li> <li>2. Continuing Care support services will be offered those who complete treatment.</li> <li>3. Based on assessment, either ROP or IOP treatment will be provided to all those admitted.</li> <li>4. Drug screening will be provided to 100% of offenders while in active treatment.</li> </ol>
<p>Provide ancillary services to support an alcohol and drug free lifestyle beyond the treatment program.</p>	<ol style="list-style-type: none"> <li>1. 100% of those in treatment will also participate in AA and/or NA groups.</li> <li>2. Of those eligible for VR services, 100% will be referred after Phase I of treatment.</li> <li>3. Of those who can not remain abstinent during treatment, 100% will be referred to a more intensive level of SA care.</li> </ol>

### 10. Program Capacity Data

Provide the following information regarding program services:

	<b>Sentenced Offender</b>
[A] 1. What was the actual TOTAL number of people served during FY 2009 - 2010?	62
2. What is the estimated TOTAL number of people to be served during FY 2010 - 2011? *	58
3. What is the estimated TOTAL number of people to be served during FY 2011 - 2012? *	58

\* Consider treatment slots, length of time in treatment, and total budget when estimating total number of people served.

<b>[B] Check all services that apply</b>		<b>On Site</b>	<b>Off Site</b>
[1] <input checked="" type="checkbox"/> Substance Abuse Treatment	<input checked="" type="checkbox"/> Assessment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> ROPT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> IOPT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Support Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> After Care	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Drug Screens	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input checked="" type="checkbox"/> Other	<input checked="" type="checkbox"/>	<input type="checkbox"/>
[2] <input type="checkbox"/> Educational Services		<input type="checkbox"/>	<input type="checkbox"/>
[3] <input type="checkbox"/> Job Development Services		<input type="checkbox"/>	<input type="checkbox"/>
[4] <input checked="" type="checkbox"/> Cognitive Behavioral Intervention		<input checked="" type="checkbox"/>	<input type="checkbox"/>
[5] <input type="checkbox"/> Domestic Violence Services		<input type="checkbox"/>	<input type="checkbox"/>
[6] <input type="checkbox"/> Life Skills		<input type="checkbox"/>	<input type="checkbox"/>
[7] <input type="checkbox"/> Sex Offender		<input type="checkbox"/>	<input type="checkbox"/>
[8] <input checked="" type="checkbox"/> Others	<b>Inpatient services</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**11. Service Provider Information**

**[A] List the NON-CONTRACTED (i.e., services at NO COST to CJPP) Service Providers to the program. Attachment 2**

**Attach a Copy of Memorandums of Agreement (MOA's) in attachment section for FY 2011 - 2012. MOA's should be maintained in Program files on site.**

One MOA with Department of Community Corrections (DCC) and with Treatment Accountability for Safer Communities (TASC)

**[B] List the CONTRACTED (i.e., services at COST to CJPP) Service Providers to the program. Attachment 3**

**Attach a Copy of Proposed or Signed Contracts in attachment section for FY 2011 - 2012. Contracts should be maintained in Program files on site.**

Contract between Union County and CMC-Union

**Please Note: Attachments are required for contracts and MOA's for FY 2011 - 2012.**

**12. Project Income**

Does the program anticipate receiving any Project Income?

No

Yes (Attach a completed "Project Income Report" form) Attachment 8

**Submit one (1) Original and two (2) copies of Application and Attachments, including budgets.**

**Attachment Check List**

**Attach the following in this order:**

Attachment	Attached?	Reason, if Not Attached
1. Job Descriptions for all <b>modified</b> CJP Program Positions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	No changes
2. Copies of All MOA's for <b>FY 2011 - 2012</b> for Service Providers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
3. Copies of All Proposed or Signed and Executed Contracts for <b>FY 2011 - 2012</b> for Service Providers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. Copy of facility license and proof of appropriate certification or registration with certifying board.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Monthly or Weekly Calendar detailing Services Provided	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6. Local CJPP Advisory Board Members and Terms	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
7. Budget Line Item Justification Form	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8. Budget Summary Form	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
9. Project Income Report (if applicable)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A
10. Information regarding all funding sources beyond CJPP funds (Grants, County Funds, etc.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A

**NOTE: Please number your attachments and submit in the order indicated above.  
Return to Form Selection Page**

## Criminal Justice Partnership Program

FY 2012 - from July 1, 2011 to June 30, 2012      **Budget Line Item Justifications**

County: **Union**

Grant Number: **90-0711-I-A**

County Operations  
 Contractual Service

Contact Person: **Matthew Delk**  
 Phone: **704-283-3656**  
 Fax: **704-282-0210** Email:

FY Grant  
 Award Amount **135,356**

**Personnel**

	Line Items	Justifications	Totals
<i>List each position separately.</i>	<b>Salaries</b>		
	Position 1.	200 hours of Secretarial services at \$15 per hour	Hours/Year 200 Salary 3,000
		Total Full Time Equivalences (FTE's)	0.10
<i>Indicate FICA amount.</i>	<b>Wage Taxes</b>		
<i>List other wage tax.</i>	FICA	included	0
<i>List separately.</i>	<b>Fringe Benefits</b>		
<i>Include insurance, retirement, 401(k), workers' compensations, unemployment, etc.</i>	A.	included	0
	<b>Total Personnel</b>		<b>3,000</b>

**Travel**

	Line Items	Justifications	Totals
<i>List each travel or training event and its estimated cost separately.</i>	<b>Staff Position and Description of travel event</b>		
<i>Staff mileage should be listed as well, indicated as 'Staff Mileage'.</i>	A.	Board member, Union County staff and/or First Step staff to Annual DCC CJPP State and/or regional meetings and conferences	
<b>NOTES:</b>			
<ul style="list-style-type: none"> <li>● All out-of-state travel must be shown in detail and approved prior to reimbursement.</li> <li>● Travel expenses submitted should not exceed County or State allowable amounts.</li> <li>● State mileage rate is \$0.345 per mile</li> </ul>			<b>609</b>



**Total Travel 609**

**Contractual**

List each contractor separately.

Line Items	Justifications	Totals
A.	First Step: 25 2 Hour Screenings at \$123 per	3,075
B.	First Step: 1,000 3 Hour Group sessions at \$104 per	104,000
C.	First Step: 40 1 Hour Individual Treatment sessions at \$86 per	3,440
D.	First Step: 3 Non-hospital Medical Detoxification days at \$674 per day	2,022
E.	First Step: 20 Residential days at \$208 per day	4,160
F.	Azteca Taxi service: transportation for offenders to and from treatment	1,100
<b>Total Contractual</b>		<b>117,797</b>

**Operating**

Operating expenses include costs of running the program.  
List each item separately and provide details for all operational items, including unit costs, where applicable.  
DO NOT LIST EQUIPMENT.

Line Items	Justifications	Totals
Other	First Step: 1,000 meals at \$5.50 each	5,500
Other	50 Patient educational packets at \$94 each	4,700
Other	150 Urine Drug Screens at \$25 each	3,750
<b>Total Operating</b>		<b>13,950</b>

**Equipment**

Equipment includes all items over \$500, used for operating the program.  
List each item separately and provide details for all equipment, including number of each to be purchased.

Line Items	Justifications	Totals
------------	----------------	--------

		<b>Total Equipment</b>	<b>0</b>
<hr/>			
<b>Construction</b>			
	<b>Line Items</b>	<b>Justifications</b>	<b>Totals</b>
	For facility construction or renovation.		
	Include paint, carpet, roofing, electrical, etc.		
		<b>Total Construction</b>	<b>0</b>
<hr/>			
<b>Budget Line Item Total</b>			<b>135,356</b>

[Return to Form Selection Page](#)

## Criminal Justice Partnership Program

FY 2012

Budget Summary

Due in the CJPP Office by March 31, 2011

County: Union

Grant Number: 90-0711-1-A

County Operations

Contractual Service

Contact Person: **Matthew Delk**

Phone: 704-283-3656

Fax: 704-282-0210 Email:

FY 2010 - 2011 Grant Award 130,749.00

FY 2011 - 2012 Grant Award 135,356.00

Budgeted Amounts (FY 2010 - 2011)			Expenditure Amounts (FY 2010 - 2011)		
Budget Category and Code	[A] Budgeted July 1, 2010 (From Column [A] from July Report)	[B] Budgeted Dec 31, 2010 (Column [A] from July Report + Column [H] from July through December reports)	[C] Actual Expenditures Through Dec 31, 2010	[D] Estimated Total Expenditures (July 1, 2010 Through June 30, 2011)	[E] Budgeted for FY 2011 - 2012
Personnel 536502_1	89,640.00	89,640.00	2,250.00	4,000.00	3,000.00
Travel 536502_2	1,000.00	1,000.00	0.00	0.00	609.00
Contractual 536502_3	24,760.00	24,760.00	61,699.00	120,000.00	117,797.00
Operating 536502_4	13,000.00	13,000.00	6,964.00	12,000.00	13,950.00
Equipment 536502_5	2,349.00	2,349.00	0.00	0.00	0.00
Construction 536502_6	0.00	0.00	0.00	0.00	0.00
Unallocated 536502_7	0.00	0.00	0.00	0.00	0.00
<b>Totals</b>	<b>130,749.00</b> <small>(To Match FY 2010 - 2011 Grant Award)</small>	<b>130,749.00</b> <small>(To Match Column [A] Total)</small>	<b>70,913.00</b> <small>(Should match [Q] from December Report)</small>	<b>136,000.00</b>	<b>135,356.00</b> <small>(To Match FY 2011 - 2012 Grant Award)</small>

I certify that this information is correct, based on the grantee county's accounting system and records, consistently applied and maintained. Expenditures shown have been made for the purpose of and in accordance with the approved budget and applicable grant conditions and requirements. Appropriate documentation to support all expenditures is available for inspection.

Signature of Program Director

Date

Signature of County Manager,  
Official Designee, or Fiscal Officer

Date

NOTE: Not needed if services are fully contracted with service provider.

[Return to Form Selection Page](#)

STATE OF NORTH CAROLINA  
UNION COUNTY

**CONTRACT FOR SERVICES**

6th day of March, 2009

This contract for services made and entered into this ~~1<sup>st</sup> day of July, 2008~~; by and between UNION COUNTY, a political subdivision of the State of North Carolina and UNION MEMORIAL REGIONAL MEDICAL CENTER, INC. d/b/a CAROLINAS MEDICAL CENTER-UNION d/b/a BHC FIRST STEP (hereinafter referred to as "PROVIDER") shall supersede that contract between the parties dated July 1, 2006.

Int. AWC

WITNESSETH:

WHEREAS, Union County, through the Union County Criminal Justice Partnership, has chosen to operate a community-based correction program and wishes to provide intensive and regular outpatient substance abuse treatment services to offenders sentenced to that program through District and Superior Court and for the exclusive use of the Division of Community Corrections; and

WHEREAS, the PROVIDER agrees to provide the services as described herein according to the terms and conditions set forth herein; and

WHEREAS, Union County is the Grantee for the North Carolina Department of Corrections-Criminal Justice Partnership Program Grant Funds, which provide in part for the purchase of said substance abuse treatment services.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION I: SCOPE OF SERVICES**

The PROVIDER shall perform the following services as described below for those offenders sentenced to the Union County Drug Treatment Program and deemed appropriate for the services:

- A. **Individualized Screenings**: The PROVIDER shall provide each offender an individualized, face-to-face substance abuse screening by a qualified substance abuse professional which may consist of administration of an established standardized assessment instrument. TASC assessments and referrals for the appropriate populations will be accepted by the PROVIDER.
- B. **Intensive Outpatient Treatment (IOPT)**: The PROVIDER shall provide each offender diagnosed with chronic, severe, chemical dependence (ASAM Level II.1) a 26-week, multi-phase IOPT consisting of a minimum of 144 hours distributed as follows:

**Phase One-Intensive Treatment:** Four weeks, three group sessions per week, three hours per session, plus one individual session every week, to run .5 hour. Minimum therapy time 36 hours. Alcoholic Anonymous/Narcotic Anonymous (AA/NA) meetings shall be mandated in addition to the sessions. TASC case management services may supplement this total.

**Phase Two-Continuing Care:** Fourteen weeks, two group sessions per week, 3 hours per session and required attendance at AA/NA meetings. Minimum therapy time 84 hours. Individual therapy should be available on a PRN basis. TASC case management may supplement this total.

**Phase Three-Aftercare:** Eight weeks, one group session per week, three hours per session, and continuing attendance at AA/NA meetings each week. Minimum therapy time 24 hours. Individual therapy shall be available on a PRN basis. TASC case management may supplement this total. A minimum of ninety (90) days of abstinence is required before successful discharge from IOPT.

- C. **Regular Outpatient Treatment (ROPT):** The PROVIDER shall provide each offender diagnosed to have a less progressed stage of chemical dependence a sixteen week multi-phase ROPT consisting of a minimum of 72 treatment hours distributed as follows:

**Phase One-Outpatient Treatment:** Eight weeks, two group sessions per week 3.0 hours per session, and required attendance at Alcoholic Anonymous/Narcotic Anonymous (AA/NA) meetings each week, plus family and individual therapy. Minimum therapy time 48 hours. Individual therapy shall be available on a PRN basis. TASC case management may supplement this total.

**Phase Two-Continuing Care:** Eight weeks, minimum one session per week, 3.0 hours per session, individual sessions as needed and continuing attendance at AA/NA meetings each week. Minimum therapy time 24 hours. Individual therapy shall be available on a PRN basis. TASC case management may supplement this total. A minimum of ninety (90) days of abstinence is required before successful discharge from IOPT.

- D. **Duration of Treatment:** The PROVIDER agrees to deliver appropriate treatment services to the client for the duration of the client's involvement in the drug treatment program such as individual therapy, family therapy, and case support as needed and indicated through assessment findings.
- E. **Content of Group Treatment Sessions:** Group sessions shall consist of group education/skill building and group therapy. Other auxiliary group therapies used to supplement substance abuse treatment include but are not limited to anger

management, anxiety, depression, and Cognitive Behavioral Treatment (CBT) groups.

- F. **Structure of Group Sessions:** All treatment/education programs may be opened; i.e., clients may enter and leave the group when recommended.
- G. **Time of Delivery of Treatment Sessions:** IOPT and ROPT groups will be offered in the evening. Daytime sessions may be attended by the client if that suits his/her schedule better than an evening group. All clients will be required to work cooperatively with the PROVIDER to schedule individual sessions. This means that clients may have to adjust their schedules from time to time to accommodate the required individual sessions.
- H. **Clinical Supervision:** The PROVIDER shall also provide for clinical supervision of counseling staff and substance abuse treatment component of this program. This will consist of monthly on-site supervision, case reviews, consultations, and client evaluations consistent with the requirements/demands of the North Carolina Substance Abuse Professional Practice Board.
- I. PROVIDER agrees to locate the office in Union County, North Carolina.
- J. Accepted drug screens, to include urine drug screens will be obtained by PROVIDER on a random basis or for cause. Probation/TASC urine drug screen results may also be consulted.

## SECTION II: TERMS

The initial term of this contract shall begin on July 1, 2008 and shall continue to automatically renew for successive one (1) year terms (each, a "Renewal Term"), unless either party gives the other party sixty (60) days' written notice of its intention not to renew this contract. This contract may be terminated earlier pursuant to Section VIII of this contract.

Int. AWG

## SECTION III: PAYMENT FOR SERVICES

- A-1 In consideration for the performance of services set forth in Section I above, the PROVIDER shall receive payment based on a CJPP Rate Sheet submitted to Union County prior to the start of each contract year. A statement of the revenues expected from the State Department of Corrections for the county CJPP program shall accompany the aforementioned CJPP Rate Sheet. The amount expended for Fiscal Year July 1, 2008 - June 30, 2009, shall not exceed \$125,407.
- B. In recognition that some percentage of offenders referred to the CJPP program may be in need of treatment for mental health issues, when deemed to be in the best interest of the client, the PROVIDER shall be permitted to arrange for qualified mental health services to be delivered to the patient. Cost of this mental

Int. AWG

\* until June 30, 2009. On July 1, 2009, and on every July 1st thereafter, this contract shall  
\*\* prior to the end of the initial term or the then current Renewal Term

health service shall be limited to no more than 10% of the total contract for services.

- C. The PROVIDER shall submit to the named contact in the Union County Manager's Office the monthly invoices for actual treatment services provided to said clients during the preceding thirty days. Invoices shall be submitted within the first 15 business days of the month for the actual number of IOPT and ROPT treatment hours. It is agreed that the PROVIDER will not charge for cancelled appointments or for failure by clients to show, or will the PROVIDER charge a "drop out" penalty for a client who discontinues treatment prior to completing all clinical services specified in the individualized treatment plans.
- D. Each monthly request shall include the number of hours provided according to type/phase, the number of individual sessions, the number of assessments conducted, and the total number of clients served by phase.
- E. Compensation paid to Provider by Union County will be based on the CJPP Rate Sheet in place at the times of the execution and renewal of this Agreement. \* Compensation paid to Provider shall increase annually on January 1 during each year of the Term of this Agreement by the greater of four percent (4%) or the All Urban Consumer Medical Services component of the Consumer Price Index for the previous twelve (12) month period ending September 30 of the year immediately prior to the commencement of the Renewal Term of this Agreement.  
\* Limited to the following increases. Int. ALG

#### SECTION IV: REPORTING AND COMPLIANCE

Participation by each client in the program provided for under this contract is conditioned upon the client having a Criminal Justice System Referral Consent giving the PROVIDER permission to release information to Community Corrections officers for the purpose of monitoring the client's progress in treatment, said consent meeting the requirement of 42 CFR Chapter A, Subchapter A, Part 2, Section 2.35. Once said Criminal Justice System Referral Consent is given by client to PROVIDER, then:

- A. PROVIDER shall use best efforts to provide an appropriate representative with the necessary credentials to attend all client staffings, court sessions as necessary, senior advisory committee meetings, conferences, and training seminars. Community corrections officers, where appropriate and permissible under confidentiality laws and regulations, should be incorporated into CJPP case staffings with PROVIDER.
- B. PROVIDER shall be required to provide on a monthly basis client-specific information about each CJPP client to be utilized by the court to monitor client's progress in treatment.
- C. The PROVIDER shall collect, at a minimum, the following non-client specific statistical collective data on a monthly basis:

- Number of clients assessed
- Number of clients entering treatment
- Number of clients reaching each level of treatment and the number of hours of treatment per client
- Number of clients referred to alternative treatment programs
- Number of clients completing treatment and/or each phase of treatment.

- D. PROVIDER shall use best efforts to comply with all applicable provisions of the Criminal Justice Partnership Act and complete and submit all necessary forms and/or reports required so long as such requirements do not conflict with the state and federal confidentiality laws and regulations. As required by the Standard Grant Award Contract and Conditions between Union County and the N.C. Department of Corrections Criminal Justice Partnership Program Section III (G), the PROVIDER understands and agrees that Union County retains ultimate control and responsibility for the project and that the PROVIDER shall be bound by Union County's grant award contract and conditions, a copy of which shall be provided to the PROVIDER.
- E. To the extent permitted by state and federal confidentiality laws, and upon client's written consent, PROVIDER shall make all treatment documentations/files available for reviews as necessary by officers of Community Corrections charged with the responsibility of monitoring client's progress in treatment.
- F. The services delivered by the PROVIDER under the terms of this contract shall meet the minimum standards for providing substance abuse treatment services set forth by the North Carolina Department of Health and Human Services (DHHS).
- G. PROVIDER will comply with the appropriate inspections, licensing, and zoning required by the State Fire Marshall's Office, as well as other applicable local regulations.
- H. PROVIDER shall abide by all laws and regulations of the State of North Carolina and shall hold appropriate licenses necessary to provide substance abuse treatment issued by the N.C. Division of Health Service Regulation (DHSR).

**SECTION V: PERSONNEL**

- A. PROVIDER agrees to maintain at least one substance abuse counselor per approximately 30 clients at various stages of treatment with no more than 15 clients that are active in Phase I.
- B. PROVIDER is responsible for operating costs of PROVIDER'S program including, but not limited to, salaries, benefits, travel, training, rent, and utilities.



- C. Employees providing services pursuant to this contract are employees of the PROVIDER, and Union County shall not be responsible for the administration, management, or supervision of the PROVIDER'S employees.

## **SECTION VI: INDEMNIFICATION**

The PROVIDER hereby releases Union County from, agrees that Union County, and each commissioner, officer, employee, and agent shall not be liable for, and agrees to indemnify and hold harmless Union County and each commissioner, officer, employee, and agent thereof from any liabilities, obligations, claims, damages (including but not limited to, civil or criminal penalties), litigation costs, and expenses (including reasonable attorney's fees and expenses), imposed on, incurred by, or asserted against Union County or any commissioner, officer, employee, or agent thereof for any reason whatsoever as they are incurred and finally awarded (including, but not limited to, accident, other occurrences causing injury or death, sickness or disease to any person, or damages to or destruction of property) pertaining to this contract, except for occurrences caused by the intervening negligence or other wrongful act of Union County and/or its commissioners, officers, employees, and/or agents. Union County hereby releases the PROVIDER from, agrees that PROVIDER and each board member, officer, employee, and agent shall not be liable for, and agrees to indemnify and hold harmless the PROVIDER, and each board member, officer, employee, and agent thereof from any liabilities, obligations, claims, damages (including, but not limited to, civil or criminal penalties), litigation costs, and expenses (including reasonable or any board member, officer, employee, or agent thereof for any reason whatsoever as they are incurred and finally awarded (including, but not limited to, accident, other destruction of property) pertaining to this contract, except for occurrences caused by the intervening negligence or other wrongful act of the PROVIDER and/or its board members, officers, employees, and/or agents.

## **SECTION VII: INSURANCE**

The PROVIDER, at its sole cost and expense, shall procure and maintain such policies of *comprehensive general liability, professional liability, and other insurance* (or shall undertake a bonafide, verifiable, self-insurance program) as shall be necessary to insure officers, trustees, agents, and employees against any claim or claims for damage arising by reason of personal injury or death occasioned directly or indirectly in connection with the provision of any services hereunder by the PROVIDER, the use of the PROVIDER'S property and facilities, or the activities of the PROVIDER, its officers, trustees, agents, or employees in connection with the performance of this Agreement or otherwise. The PROVIDER shall notify Union County of any material modification, cancellation, or termination of professional liability coverage. Such policies shall have limits of not less than one million dollars (\$1,000,000) per person, three million dollars (\$3,000,000) annual aggregate.

## **SECTION VIII: TERMINATION**

This contract may be terminated, in whole or in part:

- A. At the expiration of the contract terms as herein defined; or

- B. Upon mutual consent of both parties ~~of 60~~ days after one of the contracting parties gives written notice of the termination; or Int. MUG
- C. Upon action by legislative, regulatory, or judicial authority preempting, voiding, or preventing implementation or continuance of this contract; or
- D. By Union County in the event that funds are no longer available for the purchase of services. Both parties acknowledge that all of the funding for this contract comes exclusively from the State of North Carolina, and not from the funds of Union County. In the event that the State of North Carolina shall withhold funding for the Union County Criminal Justice Partnership, then Union County shall have the right to immediately terminate this contract without notice. In the event that Union County terminates this contract immediately due to lack of funding, PROVIDER will continue to provide services until all offenders currently receiving treatment under the terms and conditions of this contract can be safely discharged ("Transitional Care"). Union County agrees to reimburse the PROVIDER for all Transitional Care provided.
- E. Notification of termination of this contract by either side shall be given <sup>30</sup>~~60~~ days prior to said termination, except as provided in paragraph D above. Int. MUG

#### SECTION IX: INDEPENDENT CONTRACTORS

The officers, employees, subcontractors, agents, and all personnel of the PROVIDER are the officers, employees, subcontractors, agents, and personnel of the PROVIDER and are not officers, employees, subcontractors, or agents of Union County. The PROVIDER is an independent contractor of Union County. The PROVIDER further agrees that it and its officers, employees, subcontractors, and agents shall obey all state and federal statutes, rules, and regulations and are subject to all funding and administrative conditions or hereafter applicable to the Criminal Justice Partnership Program.

#### SECTION X: CONTRACT ADMINISTRATOR

Union County shall serve as administrator of this contract. The contract administrator shall be responsible for monitoring the PROVIDER'S performance, reviewing, approving, and paying all approved invoices submitted by the PROVIDER for treatment services delivered to clients, reviewing all referrals made by the PROVIDER to outside treatment services, and reviewing all outcome data provided by the PROVIDER. Copies of all data will also be forwarded to the Judicial District Manager, Union County Division of Community Corrections, or designee.

#### SECTION XI: CONFIDENTIALITY

The parties acknowledge that PROVIDER is bound by the confidentiality requirements of 42 CFR Chapter A, Subchapter A, Part 2, and N.C.G.S. Chapter 112C, Article 3, and

**PROVIDER shall not be required to disclose any client-specific information in violation of said regulation and said law. Further, in connection with the client's record and all information contained therein, including client identifying information, the PROVIDER agrees as follows:**

- A. That it acknowledges that in receiving, storing, processing, or otherwise using or dealing with any such information, the PROVIDER and its employees are fully bound by the provisions of N.C.G.S. Chapter 122C amended and all other federal and state laws and regulations, including 42 CFR Chapter A, Subchapter A, Part 2 that govern and guarantee treatment rights and confidentiality of individuals receiving substance abuse treatment services.**
- B. To resist any effort to obtain access to clients' treatment information not expressly provided for in aforementioned paragraph.**
- C. Because of the need for Community Corrections Officers to monitor the progress of clients in treatment under this contract, no client shall be admitted to the treatment program herein provided without signing a Criminal Justice Systems Referral Consent Form.**

#### **SECTION XII: EQUIPMENT COSTS AND OFFICE SPACE**

**The PROVIDER shall supply at its own expense all equipment, tools, materials, or supplies required to deliver treatment services contracted hereunder which have not been purchased theretofore from contract funds initially provided for supplies and equipment. The PROVIDER shall provide office space for necessary staff members.**

#### **SECTION XIII: CLIENT ADMISSION**

**In accordance with the provisions of Title IV of the Civil Rights Act of 1963 and the regulations of the United States Department of Health and Human Services, issued pursuant thereto, the PROVIDER and Union County agree to extend all funds allocated in such a manner that no person will be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under purchased services on the grounds of race, religion, color, national origin, or sex.**

#### **SECTION XIV: ENTIRE AGREEMENT**

**This Contract, and any attachments that are annexed hereto, represent the entire agreement between Union County and the PROVIDER and supersedes all prior verbal and written statements or agreements. In the event of conflict between the terms and conditions of this agreement and the above referenced documents, the terms and conditions of this agreement and its amendments shall govern. This Contract may only be amended by written amendments duly written and executed by Union County and the PROVIDER.**

IN WITNESS WHEREOF, the parties have duly executed this Contract as of the date first above written.

UNION COUNTY

  
Al Greene, County Manager

  
Andrea Robinson, Deputy Finance Director

3/04/09

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

Approved as to Legal Form 

UNION MEMORIAL REGIONAL MEDICAL CENTER, INC. d/b/a  
CAROLINAS MEDICAL CENTER - UNION d/b/a  
BHC FIRST STEP

  
Mike Lutes, President and CEO

APPROVED AS TO LEGAL FORM 

for CMC-UNION

AGENDA ITEM

# 4j  
MEETING DATE 3/21/11

RESOLUTION TO REVISE THE REGULAR MEETING SCHEDULE  
OF THE UNION COUNTY BOARD OF COMMISSIONERS

WHEREAS, the Union County Board of Commissioners has heretofore established the regular meeting schedule of the Board such that regular meetings are held on the first and third Monday of each month at 7:00 p.m. in the Commissioners' Boardroom; and

WHEREAS, the Board desires to amend its regular meeting schedule by deleting the regular meeting of Tuesday, July 5 (Monday, July 4 is a holiday) and the regular meeting of Monday, July 18 and to add a regular meeting for Monday, July 11; and

NOW, THEREFORE, be it resolved by the Union County Board of Commissioners as follows:

The Board does hereby revise its regular meeting schedule to delete the regular meetings of Tuesday, July 5, 2011, and Monday, July 18, 2011, and to add a new regular meeting to occur on Monday, July 11, 2011, at the customary place and time. Except as herein amended, the regular meeting schedule shall remain in full force and effect.

Adopted this the 21st day of March, 2011.

ATTEST:

\_\_\_\_\_  
Lynn G. West, Clerk to the Board

\_\_\_\_\_  
Jerry B. Simpson, Chairman

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: March 21, 2011**

**Action Agenda Item No. 4K**  
(Central Admin. use only)

**SUBJECT:** Dodge City CDBG Grant - Language Access Plan

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**DEPARTMENT:** Public Works

**PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Language Access Plan

**INFORMATION CONTACT:**  
Ed Goscicki  
Jeff Crook

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**TELEPHONE NUMBERS:**  
(704) 296-4212 (Ed Goscicki)  
(704) 283-3673 (Jeff Crook)

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**DEPARTMENT'S RECOMMENDED ACTION:** Adopt the Language Access Plan and authorize the County Manager and the Chairman to sign

**BACKGROUND:** In the fall of 2010, Centralina Council of Governments, the grant administrator for the Community Development Block Grant ("CDBG") benefiting the Dodge City community, notified Union County Public Works that a language access plan was required as a prerequisite for the release of CDBG funds. Accordingly, on November 1, 2010, the Board accepted a language access plan in the format recommended by Centralina, and authorized staff to: (1) modify the plan and (2) add information to the plan as may be necessary for completion. Since that time, county staff have worked with staff at the N.C. Department of Commerce, Division of Community Assistance to make a number of modifications to this plan. We are requesting that this revised plan, a copy of which is included in your agenda packet, be adopted by the Board, and that the County Manager and the Chairman be authorized to sign.

**FINANCIAL IMPACT:**

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:**

## **Language Access Plan Union County**

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by **Union County** must take adequate steps to ensure that their policies and procedures do not deny or have the effect of denying LEP individuals with equal access to benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

This policy and plan is effective \_\_\_\_\_.

### **I. Scope of Policy**

These requirements will apply to **Union County** (herein referred to as “the agency”) including subcontractors, vendors, and subrecipients.

The agency will ensure that LEP individuals are provided meaningful access to benefits and services provided through contractors or service providers receiving subgrants from the agency.

### **II. Definitions**

- A. DCA: the North Carolina Department of Commerce Division of Community Assistance
- B. Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.
- C. Vital Documents – Applications; consent forms; citizen participation plan; letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits (including the right to appeal such actions or the requirement that a person respond to such notice); notices advising LEP persons of the availability of free language assistance; LEP outreach materials; and any other documents determined by agency to be vital documents.



- D. Title VI Compliance Officer: The person or persons responsible for compliance with the Title VI LEP policies
- E. Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

**III. Providing Notice to LEP Individuals**

- A. The agency will take appropriate steps to inform all applicants, recipients, community organizations, and other interested persons, including those whose primary language is other than English, of the provisions of this policy. Such notification will also identify the name, office telephone number, and office address of the Title VI compliance officer(s).

List the current name, office telephone number and office address of the Title VI compliance officers:

**For Public Works (primary Title VI compliance officer for purpose of Dodge City CDBG grant project):**

Name: Jolene Keziah  
Telephone Number: 704-296-4220  
Office Address: 500 North Main Street, Monroe, NC 28112

(Note: The agency must notify the DCA compliance office immediately of changes in name or contact information for the Title VI compliance officer.)

The agency will post and maintain signs in regularly encountered languages (other than English) in waiting rooms, reception areas and other initial points of contact. These signs will inform applicants and beneficiaries of their right to free language assistance services and invite them to identify themselves as persons needing such services.

**Identify areas within the agency where these signs will be posted:**

Customer Service Office and Cashiers Office (Tax Office) located at: Union County Government Center, 500 N. Main Street, Monroe, NC 28112.

- B. The agency will include statements of the right to free language assistance in Spanish and other significant languages in all outreach material that is routinely disseminated to the public (including electronic text).
- C. The agency will also disseminate information in the following manner:  
  
Dissemination of pamphlets explaining the rights in this policy.

#### IV. Provision of Services to LEP Applicants/Recipients

##### A. Assessing Linguistic Needs of Potential Applicants and Recipients

1. The agency will assess the language needs of the population to be served, by identifying:

- a. the language needs of each LEP applicant/recipient
- b. the points of contact where language assistance is needed; and
- c. the resources needed to provide effective language assistance, including location, availability and arrangements necessary for timely use.
- d. Other (*describe*):

Several departments (e.g. DSS, Transportation, Health) have their own unique language access plans and interpreter service policies. This Language Access Plan does not supersede those departmental plans and policies. Instead, the agency will utilize those plans and resources and work with these other departments to provide meaningful access for LEP individuals.

2. Determining the Language Needs of the Population to be Served

The agency is responsible for assessing the needs of the population to be served. Such assessment will include, but not be limited to the following:

- a. The non-English languages that are likely to be encountered in its program will be identified.
- b. An estimate of the number of people in the community for whom English is not the primary language used for communication will be completed and updated annually. To identify the languages and number of LEP individuals local entities should review:
  - i. census data
  - ii. school system data
  - iii. reports from federal, state, and local governments
  - iv. community agencies' information, and
  - v. data from client files
  - vi. Other (*specify*):

Several departments (e.g. DSS, Transportation, Health) have their own unique language access plans and interpreter service policies. This Language Access Plan does not supersede those departmental plans and policies. Instead, the agency will utilize those plans and

resources and work with these other departments to provide meaningful access for LEP individuals.

- c. The points of contact in the program or activity where language assistance is likely to be needed will be identified.

3. Determining the Language Needs of Each Applicant/Recipient

The agency will determine the language needs of each applicant/recipient. Such assessment will include, but not be limited to the following:

- a. At the first point of contact, each applicant/recipient will be assessed to determine the individual's primary language.

Check all methods that will be used:

- multi-language identification cards, a poster-size language list, or the use of "I speak" peel-off language identification cards for indicating preferred languages

- English proficiency assessment tools, provided they can be administered in a manner that is sensitive to and respectful of individual dignity and privacy

- Other ( describe):

- At telephone reception for each applicant/recipient who requests assistance

- b. If the LEP person does not speak or read any of these languages, the agency will use a telephone interpreting service to identify the client's primary language.
- c. Staff will not solely rely on their own assessment of the applicant or recipient's English proficiency in determining the need for an interpreter. If an individual requests an interpreter, an interpreter will be provided free of charge. A declaration of the client will be used to establish the client's primary language.
- d. When staff place or receive a telephone call and cannot determine what language the other person on the line is speaking, a telephone interpreting service will be utilized in making the determination.
- e. If any applicant/recipient is assessed as LEP, they will be informed of the availability of free language interpretative services. When there is a direct (face-to-face) contact with a person assessed as LEP and whose primary language is one of the ones identified in

Section IV.C.2 below, a written notice of the availability of free language interpretative services will be provided.

**B. Provision of Bilingual/Interpretive Services**

1. The agency will ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population. The provision of bilingual/interpretive services will be prompt without undue delays. In most circumstances, this requires language services to be available during all operating hours.

This requirement will be met by:

Currently, the agency has several staff members in different departments who are bilingual (most of which speak English and Spanish). The agency will make reasonable efforts to fill vacant positions that have customer service responsibilities with bilingual persons. The agency will supplement the aforementioned staff bilingual/interpretive services with telephone interpretive services which will provide assistance with languages other than Spanish.

2. The agency will provide language assistance at all level of interaction with LEP individuals, including telephone interactions.

Describe how this requirement will be met:

Currently, the agency has several staff members in different departments who are bilingual (most of which speak English and Spanish). The agency will make reasonable efforts to fill vacant positions that have customer service responsibilities with bilingual persons. The agency will supplement the aforementioned staff bilingual/interpretive services with telephone interpretive services which will provide assistance with languages other than Spanish.

3. **Interpreter Standards**

- a. Those providing bilingual/interpretive services will meet the linguistic and cultural competency standards set forth below. The agency will ensure that interpreters and self-identified bilingual staff, have first been screened to ensure that the following standards are met before being used for interpreter services:
  - i. Can fluently and effectively communicate in both English and the primary language of the LEP individual
  - ii. Can accurately and impartially interpret to and from such languages and English

- iii. Has a basic knowledge of specialized terms and concepts used frequently in the provision of the agency's services
- iv. Demonstrates cultural competency
- v. Understands the obligation to maintain confidentially
- vi. Understands the roles of interpreters and the ethics associated with being an interpreter

Describe how the agency ensures the competency of bilingual staff and interpreters:

Bilingual staff from the Health and/or DSS Departments will be utilized as needed to assess the competency of the agency's bilingual staff.

- b. When staff members have reason to believe that an interpreter is not qualified or properly trained to serve as an interpreter, the staff member will request another interpreter.

#### 4. Using Family Members or Friends as Interpreters

- a. Applicants/recipients may provide their own interpreter; however the agency will not require them to do so.
- b. The agency will first inform an LEP person, in the primary language of the LEP person, of the right to free interpreter services and the potential problems for ineffective communication. If the LEP person declines such services and requests the use of a family member or friend, the agency may utilize the family member or friend to interpret only if the use of such person would not compromise the effectiveness of services or violate the LEP person's confidentiality. The agency will monitor these interactions and again offer interpreter services, if it appears there are problems with this arrangement.
- c. The agency will indicate in the LEP individual's file that an offer of interpreter services was made and rejected; that the individual was informed of potential problems associated with using friends or family members and the name of the person serving as an interpreter at the LEP individual's request.
- d. Only under extenuating circumstances shall the agency allow a minor (under the age of 18 years) to temporarily act as an interpreter. The agency will keep a written record of when it has used a minor as an interpreter, and this information will be shared with the DCA upon request.

5. The agency will **not** require the applicant/recipient to pay for bilingual/interpretive services.

C. Provision of Written Translations

1. This Section IV.C. sets forth instances in which the agency will provide written materials in languages other than English where a substantial number or percentage of the population eligible to be served or likely to be directly affected by the program needs services or information in a language other than English to communicate effectively.
2. Translation of Vital Documents
  - a. The agency will ensure that vital documents for locally designed programs are translated into Spanish, or, if a vital document cannot be reasonably translated (e.g. being sent out to the general public), the agency will include a statement in Spanish regarding where a LEP person might obtain an interpretation or translation of the document.
  - b. If, as a result of the local language assessment, it appears there are a substantial number of potential applicants or recipients of the agency (defined as 5% or 1,000 people whichever is less) who are LEP and speak a language other than Spanish, the agency will translate and provide vital documents in the appropriate language, or, if a vital document cannot be reasonably translated (e.g. being sent out to the general public), the agency will include a statement in the appropriate language(s) regarding where a LEP person might obtain an interpretation or translation of the document.
  - c. When vital documents that are translated pursuant to this Section IV.C.2 contain spaces in which the agency is to insert information that is to be given to an LEP individual, this inserted information will also be translated in the appropriate language. When such vital documents are completed by applicants/recipients in the language of the translated document, the information must be accepted.
  - d. The agency will keep a record of all vital documents translated, and will submit this information to DCA at their request.
3. If the primary language of an LEP applicant or recipient is a language other than Spanish AND the language does not meet the threshold for translation as defined in the preceding paragraph, the LEP individual who requests a translation will be informed in their own language of the right

to oral translation of written notices. The notification will include, in the primary language of the applicant/recipient, the following language:  
**IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**

**D. Documentation of Applicant/Recipient Case Records**

1. The agency will maintain case record documentation in sufficient detail to permit a reviewer to determine the agency's compliance with this policy.
2. The agency will ensure that case record documentation, including computerized records if appropriate, identifies the applicants/recipient's ethnic origin and primary language. In those cases where the applicant/recipient is non-English speaking, the agency will:
  - a. Document the individual's acceptance or refusal of forms or other written materials offered in the individual's primary language.
  - b. Document the method used to provide bilingual services, e.g., assigned worker is bilingual, other bilingual employee acted as interpreter, volunteer interpreter was used, or client provided interpreter. When a minor is used as interpreter, the agency will document the circumstances requiring temporary use of a minor and will provide this information to DCA upon request.
3. Consent for the release of information will be obtained from applicants/recipients when individuals other than agency employees are used as interpreters and the case record will be so documented.

**E. Staff Development and Training**

1. The agency will provide staff training at new employee orientation and continuing training programs. The training will include, but not be limited to:
  - a. Language assistance policies and procedures, resources available to support such procedures, methods of effective use of interpreters, and familiarization with the discrimination complaint process.
  - b. Cultural awareness information, including specific cultural characteristics of the groups served by the agency to provide a better understanding of, and sensitivity to, the various cultural groups to ensure equal delivery of services.

2. The agency will provide or ensure training is provided for bilingual staff and interpreters employed or utilized by the agency. This includes the ethics of interpreting, including confidentiality; methods of interpreting; orientation to the organization; specialized terminology used by the agency; and cultural competency.
3. The agency will ensure that applicable grantees, contractors, cooperative agreement recipients and other entities receiving state or federal dollars are trained in the requirements of this policy.

Describe how this provision will be met:

Copies of the Language Access Plan will be distributed during the pre-bid or pre-construction conference.

4. The agency will collect and maintain the following information about training provided to staff: the date(s) of such training, the content of such training, the number and types of credit hours awarded; and the names and identifying information of each attendee at the training. The agency will ensure that grantees, contractors, cooperative agreement recipients and other applicable funded entities collect and maintain such information as well.

## **V. Compliance Procedures, Reporting and Monitoring**

### **A. Reporting**

1. The agency will complete an annual compliance report and send this report to DCA.  
(Format will be supplied by DCA)

### **B. Monitoring**

1. The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system providing by the DCA. These reports will be maintained and stored by the Title VI compliance officer and will be provided to the DCA upon request.
2. The agency will cooperate, when requested, with special review by the DCA.

## **VI. Applicant/Recipient Complaints of Discriminatory Treatment**

### **A. Complaints**



1. The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy.
2. The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.
3. The agency will notify the appropriate agency or Division within DCA of complaints filed the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

**B. Investigation**

1. The DCA Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.
2. The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

**C. Resolution of Matters**

1. If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.
2. If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency.
3. If not resolved by DCA, then complaint will be forwarded to DOJ, HUD Field Office.

SUBMITTED AND APPROVED BY:

\_\_\_\_\_  
Cynthia A. Coto, County Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jerry Simpson, Chairman of the Union County Board of Commissioners

\_\_\_\_\_  
Date



State of North Carolina  
General Court of Justice  
20B Judicial District

W. DAVID LEE  
SENIOR RESIDENT SUPERIOR COURT JUDGE

POST OFFICE DRAWER 829  
MONROE, NC 28111-0829

TELEPHONE: (704) 296-3290  
FAX: (704) 291-9525

AGENDA ITEM  
# 4(1)  
MEETING DATE 3/21/11

March 10, 2011

Ms. Lynn West  
Clerk, Union County Commission  
500 N. Main St.  
Monroe, NC 28112

Re: Resignation/Requested Replacement on Criminal Justice Partnership Program  
(CJPP) Board

Dear Ms. West:

It has been my pleasure to serve on the CJPP advisory board for the past eight years. I appreciate having been re-appointed last year. As I believe that I indicated to you at that time, however, not only my work on the bench but also my commitments as Chairman of the North Carolina Dispute Resolution Commission, coupled with my responsibilities to the Conference of Superior Court Judges is keeping me very busy. Knowing that Judge Bragg would be coming on the Superior Court Bench in January of this year, I believe that I requested then that the Commissioners later consider appointing Judge Bragg to the CJPP Board.

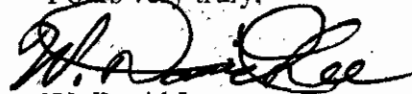
I have discussed this with Judge Bragg, and he is ready, willing and able to serve.

I therefore respectfully request that the Board of Commissioners accept my resignation and appoint Judge Bragg as the Superior Court judicial representative on the Board.

Please convey my appreciation to Commissioners for their support of this program and of our judicial system.

With warm regards, I am

Yours very truly,

  
W. David Lee

cc: Hon. Chris Bragg

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: March 21, 2011**

**Action Agenda Item No. 5**  
(Central Admin. use only)

**SUBJECT:** Presentation of Union County Economic and Tax Impact Study

**DEPARTMENT:** Central Administration      **PUBLIC HEARING:** No

**ATTACHMENT(S):** \_\_\_\_\_      **INFORMATION CONTACT:**  
Cynthia A. Coto

**TELEPHONE NUMBERS:**  
704-292-2625

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**DEPARTMENT'S RECOMMENDED ACTION:** Receive Presentation

**BACKGROUND:** The Union County Chamber of Commerce commissioned Wingate University School of Business economic research team to conduct a study concerning the current and future economic situation faced by Union County. The purpose of the study was to better educate the public on the present situation and provide suggestions towards future economic vitality. The Study results were presented to the Chamber in September 2010. The Chamber wishes to share the results of the study with the Union County Commissioners.

**FINANCIAL IMPACT:** None at Present

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation:** Receive Presentation

**UNION COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date: March 21, 2011**

**Action Agenda Item No. 6**

(Central Admin. use only)

**SUBJECT:** CMC-Union Request for Conditional Approval of CON

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**DEPARTMENT:** Central Administration      **PUBLIC HEARING:** No

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**ATTACHMENT(S):**  
Letter

**INFORMATION CONTACT:**  
Cynthia A. Coto

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**TELEPHONE NUMBERS:**  
704-292-2625

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**DEPARTMENT'S RECOMMENDED ACTION:** Provide Direction to Staff Regarding CMC-Union's Request.

**BACKGROUND:** On February 25, 2011, Carolinas Medical Center-Union received conditional Certificate of Need (CON) approval to build a new three-story patient tower and to add 25 new acute care beds on the hospital campus. The patient tower will be home to a new Women's Center with labor, delivery, recovery, and postpartum suites to promote family-centered care. The project also calls for a new main entrance, an expanded lobby, additional parking, and relocation of the helipad. When completed, CMC-Union will grow from a total of 157 to 182 acute care beds.

As a condition for issuance of the CON, CMC-Union has been directed by the CON Section to "provide documentation of written approval for the project by the Union County Board of Commissioners" no later than April 1, 2011 (35 days from the date of the decision). CMC-Union has requested that the Board approve this project in concept, with the understanding that CMC-Union will return to the Board at a future date to obtain those approvals required by lease between Union County as lessor and CMC-Union as lessee. These approvals include but may not be limited to (i) approval for CMC-Union to incur indebtedness relating to bond issues; (ii) approval for CMC-Union to incur obligations that would extend for a period longer than the term of the lease; and (iii) approval for contractual documents for capital expenditures which will require the expenditure of \$500,000 or more. CMC-Union has requested that the County Manager submit a letter stating that the Union County Board of Commissioners support the development of this project. A draft letter is included in for the Board's consideration.

**FINANCIAL IMPACT:** None at this time

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**Legal Dept. Comments if applicable:** \_\_\_\_\_

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**Finance Dept. Comments if applicable:** \_\_\_\_\_

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**Manager Recommendation: Provide Direction to Staff as it Relates to CMC-Union's Request**

**DRAFT**

March \_\_\_, 2011

Mr. Craig Smith  
Chief, Certificate of Need Section  
Division of Health Services Regulation  
701 Barbour Drive  
Raleigh, NC 27626

Dear Mr. Smith:

On February 25, 2011, Carolinas Medical Center-Union received conditional Certificate of Need (CON) approval to build a new three-story patient tower and to add 25 new acute care beds on the hospital campus. The patient tower will be home to a new Women's Center with labor, delivery, recovery, and postpartum suites to promote family-centered care. The project also calls for a new main entrance, an expanded lobby, additional parking, and relocation of the helipad. When completed, CMC-Union will grow from a total of 157 to 182 acute care beds.

As a condition for issuance of the CON, CMC-Union has been directed by the CON Section to "provide documentation of written approval for the project by the Union County Board of Commissioners" no later than April 1, 2011 (35 days from the date of the decision). Pursuant to action taken by the Union County Board of Commissioners on March 21, 2011, I have been authorized to apprise you by this letter of the Board's approval of this project in concept, with the understanding that CMC-Union will return to the Board at a future date to obtain those approvals required by lease between Union County as lessor and CMC-Union as lessee. These approvals include but may not be limited to (i) approval for CMC-Union to incur indebtedness relating to bond issues; (ii) approval for CMC-Union to incur obligations that would extend for a period longer than the term of the lease; and (iii) approval for contractual documents for capital expenditures which will require the expenditure of \$500,000 or more.

Please let me know if you have any questions or if I may be of further assistance with this hospital project.

Sincerely,

Cynthia A. Coto  
Union County Manager