

AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, March 1, 2010
7:00 P.M.
Board Room, First Floor
Union County Government Center
500 North Main Street
Monroe, North Carolina

www.co.union.nc.us

Closed Session - 6:00 P.M.

1. **Opening of Meeting**
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Featured Community Benefit Organization: Turning Point (*Estimated Time: 5 Minutes)

2. **Public Hearing - Re: Proposed FY 2011 Community Transportation Program**
Application: Total Grant Funding Requests: \$598,505 (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Conduct Public Hearing

3. **Informal Comments** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: No action required

4. **Additions, Deletions and/or Adoption of Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Adoption of Agenda

5. **Consent Agenda** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Approve items listed on Consent Agenda

6. **Public Information Officer's Comments** (*Estimated Time: 5 Minutes)

Old Business:

7. **Child Support Enforcement Transition Plan** (*Estimated Time: 20 Minutes)
ACTION REQUESTED: Authorize the County Manager to approve an agreement with YoungWilliams within parameters no less favorable to the County than those contained in the firm's proposal

8. **Jesse Helms Park Bridge Bids** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Accept bids, award bid to the lowest responsible bidder (Blythe Development) in the amount not to exceed \$482,998.25. Adopt CPO # 131 in the amount of \$629,928 and Authorize County Manager to approve agreement with low bidder pending legal review.

9. **Timeline for Marshville and Wingate Agreements** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Provide input and accept tentative timelines

10. **Community Development Block Grant (CDBG) Funding Approval, Grant Agreement and Service Agreement with CCOG - Dodge City Project** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: (1) Adopt CPO # 132 to appropriate CDBG funds in the amount of \$225,434 for use in the Dodge City Water Project, (2) Authorize the Chairwoman to execute the Dodge City CDBG Grant Agreement between Union County and the Department of Commerce subject to legal review, (3) Authorize the Manager to approve the Agreement for Administrative Services between Union County and the Centralina Council of Governments subject to legal review, and (4) Authorize the Chair and County Manager, as appropriate and as may be required, to approve and execute all other grant documents and formalities, including but not limited to the CDBG Funding Approval between Union County and the Department of Commerce (Division of Community Assistance) and the Performance Based Contract: Implementation Schedule between Union County and the Department of Commerce (Division of Community Assistance).

New Business:

11. **UCPS Funding Request for Architecture Construction & Engineering (ACE) Academy at Monroe High School** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Approve COP #134

12. **Update on Study of Utility Rates, Fees and Charges** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Receive update

13. **Hospital Community Trustee Council Appointments** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Approve candidates as recommended by CTC

14. **Announcement of Vacancies on Boards and Committees** (*Estimated Time: 10 Minutes)
 - a. Adult Care Home Advisory Committee (2 Vacancies)
 - b. Criminal Justice Partnership Program Advisory Board (1 Member at Large)
 - c. Nursing Home Advisory Committee (1 Vacancy)
 - d. Juvenile Crime Prevention Council:
 1. Substance Abuse Professional
 2. Commissioner Appointee to Fill Unexpired Term Ending June 30, 2011
 - e. Union County Industrial Facilities and Pollution Control Authority (2 Vacancies for Unexpired Terms Ending May 2014)
 - f. Parks and Recreation Advisory Committee (2 Vacancies as of February 2010 includes one vacancy for a member with a physical disability)
 - g. Union County Home and Community Care Block Grant Advisory Committee (3 vacancies for unexpired terms)
 - h. Fire Commission (Two Vacancies)
 - i. Planning Board (Two Vacancies for Regular Members and One Vacancy for Alternate Member as of April 20, 2010)
 - j. Health Board (Two Citizen Representatives)
 - k. Board of Adjustment (One Regular Member and One Alternate Member as of April 19, 2010)
ACTION REQUESTED: Announce vacancies

15. **County Manager's Comments**

16. **Commissioners' Comments**

CONSENT AGENDA
March 1, 2010

1. **Minutes**
ACTION REQUESTED: Approval of minutes

2. **Contracts/Purchase Orders Over \$20,000**
 - a. Public Works: Task Order 001A, 002, and 003 with Hobbs and Upchurch Re: Catawba River Treatment Plant
 - b. Information Systems: Purchase Order for ESRI Software Maintenance
ACTION REQUESTED: Authorize Manager to approve Items a-b pending legal review

3. **Union County Detention Center Medical Plan**
ACTION REQUESTED: Adopt Jail Medical Plan for 2010

4. **FY 2011 Community Transportation Program Application** (Public Hearing Held at 7:00 p.m.)
ACTION REQUESTED: Adopt Community Transportation Program Resolution and Authorize County Manager to Approve and Submit Application

5. **Budget Ordinance Amendments**
 - a. Sheriff's Office: Budget Ordinance Amendment #38 to Appropriate an Anonymous Donation in the Amount of \$50,000 to be Used for the Purchase of Weapons and Other Firearms Related Expenses for the Sheriff's Special Response Team (SRT)
 - b. DSS: Budget Ordinance Amendment #39 to Appropriate Additional State Funds in the Amount of \$406 for Share the Warmth Fund Used to Assist Families with Emergency Heating Needs
 - c. DSS: Budget Ordinance Amendment #40 to Appropriate Additional Funds in the Amount of \$121,649 for the Crisis Intervention Program Funded with Federal Money
ACTION REQUESTED: Adopt Budget Ordinance Amendments #38, #39, and #40

6. **Tax Administrator**
 - a. Seventh Motor Vehicle Refund Register for the Period of January 1, 2010 - January 31, 2010, in the Amount of \$1,783.51- (Correction of item on the February 15, 2010, agenda. The amount of the refunds was reversed on the February 15, 2010, agenda, and was shown as the releases.)
 - b. Seventh Motor Vehicle Release Register for the Period of January 1, 2010 - January 31, 2010, in the Amount of \$10,418.01- (Correction of item on the February 15, 2010, agenda. The amount of the releases was reversed on the February 15, 2010, agenda, and was shown as the refunds.)
 - c. Tax Administrator's Departmental Monthly Report for January 2010
ACTION REQUESTED: Approve Items a-c, above

7. **Establish a Radio Communications Council (RCC)**
ACTION REQUESTED: Approve Radio Communications Council Guidelines as presented

8. **Federal Grant Requirements**
 - a. Bid Protest Procedure
 - b. Code of Conduct for Contracts Supported by Federal Grant Funds
 - c. Amendments to Union Personnel Resolution**ACTION REQUESTED:** (1) Adopt the Union County Bid Protest Procedure; (2) Adopt the Union County Code of Conduct for Contracts Supported by Federal Grant Funds; and (3) Approve the proposed amendments to the Union County Personnel Resolution incorporating the Code of Conduct for Contracts Supported by Federal Grant Funds as Addendum # 2

9. **CPO #133 - 800 MHz Radio Subscriber Units**
ACTION REQUESTED: Approve CPO #133

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 1 March 2010

Action Agenda Item No. 1c
(Central Admin. use only)

SUBJECT: Presentation for Turning Point

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

ATTACHMENT(S):

INFORMATION CONTACT:
Brett Vines, PIO

TELEPHONE NUMBERS:
704-283-3546

DEPARTMENT'S RECOMMENDED ACTION: Receive presentation from Ms. Naomi Herndon, executive director of Turning Point.

BACKGROUND: Turning Point is a nonprofit organization that provides more than 500 victims of domestic violence and their dependent children each year with safe shelter while they learn how to break free from their abuser. Professional staff, survivors and volunteers help clients acquire the skills necessary to live an independent and violence free life through counseling, case management and victim's advocacy. Turning Point is also committed to educating the community about the devastation caused by violence in the home and the social injustices people endure as a result of domestic violence. Turning Point is an 11,000 square foot facility with 42 beds and was completed in 2001.

Turning Point works closely with city, county, state and federal agencies including Union County DSS, Day Mark Recovery Services, law enforcement, judicial system, Legal Aid Services, Latino Outreach Program, CMC Union, UCPS, and many more. Turning Point has a varied funding base including state and federal grants, foundations, corporate donations, endowments, faith community, Union County municipalities, individual donations, annual fundraisers, and private grants.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 1, 2010

Action Agenda Item No. 2
(Central Admin. use only)

SUBJECT: FY 2011 COMMUNITY TRANSPORTATION PROGRAM GRANT APPLICATION

DEPARTMENT: TRANSPORTATION **PUBLIC HEARING:** Yes

ATTACHMENT(S):

FY10 SYSTEM DESCRIPTION
FY10 ADMINISTRATIVE BUDGET
FY10 CAPITAL BUDGET
CTP PROGRAM RESOLUTION
CERTIFICATIONS/ASSURANCES
ATTORNEY AFFIRMATION
5333B LABOR WARRANTY
DBE CERTIFICATION
DBE/MBE/WBE/HUB VENDOR
AWARDS
SECTION 5311 TITLE VI REPORT
LOCAL SHARE CERTIFICATION

INFORMATION CONTACT:

ANNETTE SULLIVAN

TELEPHONE NUMBERS:

704-292-2566
704-361-1494

DEPARTMENT'S RECOMMENDED ACTION: Recommend the application be approved for submittal for Administrative and Capital funding assistance for FY 2011

BACKGROUND: The CTP Grant(Section 5311 Program) is intended to provide financial assistance for the support of public transportation services, which are open to the general public on a regular and continuing basis. The 5311 funds can be used for the costs of transit planning activities, transit operations and purchase of capital equipment or facilities to aid in provision of transit services in rural and small urban areas as well as provide funds for state-level administration. This annual grant through NCDOT provides Administrative funding of 80% Federal and 5% State funding of 100% of the Associate Director and Billing Representative's salary and 85% of 80% of the Director's Salary (reduced 20% due to oversight of the Nutrition Program). The Capital portion of this grant provides 90% reimbursement for replacement of vehicles in our fleet each year that have met NCDOT's useful life standard (100,000 miles), needed expansion vehicles, as well as "other" capital needs (radio equipment, lettering, etc).

FINANCIAL IMPACT: Total of \$598,505 in grant funding with the local matching share being \$69,015.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

PUBLIC HEARING NOTICE

This is to inform the public that a public hearing will be held on the proposed FY 2011 Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than March 31, 2010. The public hearing will be held on March 1, 2010, at 7:00 p.m. before the Union County Board of Commissioners in the Commissioners' Board Room located on the first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina. Those interested in attending the public hearing and needing either auxiliary aids or services under the American with Disabilities Act (ADA) or a language translator should contact Lynn West, Clerk to the

**NORTH CAROLINA,
UNION COUNTY**

AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by the law to administer oaths, personally appeared Pat Deese who being first duly sworn, deposes and says: that she is Principal Clerk engaged in the publication of a newspaper known as The Enquirer-Journal, published, issued, and entered as second class mail in the City of Monroe in said County and State; that he/she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Enquirer-Journal on the following dates:

" FEBRUARY 20, 2010 "

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Status of North Carolina.

This 20 day of FEB. 2010

Pat Deese

Sworn to and subscribed before me, this 20 day of Feb. 2010

Bea P. Clark

Notary Public

Seal

My Commission expires: " May 11, 2013 "

Board of Commissioners, at 704-283-9853, on or before February 24, 2010.

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Union County as well as provides transportation options and services for the communities within this service area. These services are currently provided using Demand Response and Subscription Route service. Services are rendered by Union County Transportation.

The total estimated amount requested for the period July 1, 2010 through June 30, 2011 is as follows:

Project
Total Amount
Local Share
Administrative
\$183,278 \$274,92 (15%)
Capital (Vehicles & Other)
\$415,227
\$41,523 (10%)
Operating (Small urban & regional systems \$
\$ (50%)

TOTAL
\$598,505 \$69,015

Total Funding Requests 2011

Total Local Share
This application may be inspected at Union County Transportation located at 610 Patton Avenue, Monroe, North Carolina, from 8:00 a.m. to 5:00 p.m. Monday through Friday. Written comments should be directed to Lynn West, Clerk to the Board of Commissioners, Union County Government Center, 500 North Main Street, Room 922, Monroe, North Carolina 28112 before FEBRUARY 24, 2009.

Lynn G. West, CMC
Clerk to the Board of Commissioners
February 20, 2010

Inches: 9.25"

Monroe, NC Date: Feb. 20 2010

Account # 2100167

COST: \$ 92.35

IN ACCOUNT WITH

THE ENQUIRER-JOURNAL

Post Office Box 5040
500 West Jefferson Street
Monroe, NC 28111-5040

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

Aviso de Junta Publica

Este aviso es para informar al público sobre una audiencia pública que se llevará a cabo sobre el fiscal propuesto del año 2011 del Programa de Transporte de la Comunidad que se someterá al Departamento de Transportación de Carolina del Norte no más tarde del 31 de Marzo, 2010. La audiencia pública será llevada a cabo el 1 de Marzo, 2010 frente al Consejo de Comisarios del Condado de Unión en la sala de juntas del Consejo de Comisarios situado en el primer piso del Centro de Gobierno del Condado de Unión, 500 North Main Street, Monroe, North Carolina. Personas interesadas en atender la junta que necesiten ayuda auxiliarla o servicios bajo el acto de Amencanos con Incapacidades o un intérprete favor de comunicarse con Lynn G. West, Funcionaria del Consejo de Comisarios, al teléfono 704-283-3853 antes del 24 de Febrero, 2010.

El Programa de Transportación para la Comunidad proporciona asistencia para coordinar programas de transporte ya en existencia y que operan en el Condado de Unión. El programa también proporciona opciones de transporte y servicios para las comunidades en el área de servicio. Estos servicios actualmente son proporcionados usando Respuestas de Solicitudes y Suscripciones de Servicio de Ruta. Servicios son dados por la oficina de Transporte del Condado de Unión.

La aproximada cantidad total que será pedida para el periodo del 1 de Julio, 2010 al 30 de Junio, 2011:

Proyecto
Cantidad Total
Porción Local
Administrativo
\$ 183,278
\$ 27,492 (15%)
Capital (Vehiculos y Otros)
\$415,227
\$41,523 (10%)
Operativo (Sistemas pequeños regionales y urbanos)
\$000,000
\$00,000 (50%)
Total
\$598,505
\$69,015
Total de
Total de
Cantidad Pedida
Porción Local

Esta aplicación puede ser inspeccionada en la oficina de Transporte del Condado de Unión, 610 Patton Ave Monroe, North Carolina, de 8:00 a.m. - 5:00 p.m. de Lunes a Viernes. Comentarios escritos deben ser dirigidos a Lynn West, Funcionaria del Consejo de Comisarios, Centro De Gobierno del Condado de Unión, 500 North Main Street, Ste. 922 Monroe, N.C. 28112 antes del 24 de Febrero, 2010 al (704-283-3853)
Lynn G. West, CMC
Clerk to the
Board of Commissioners
February 20, 2010

**NORTH CAROLINA,
UNION COUNTY**

AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by the law to administer oaths, personally appeared Pat Deese who being first duly sworn, deposes and says: that she is Principal Clerk engaged in the publication of a newspaper known as The Enquirer-Journal, published, issued, and entered as second class mail in the City of Monroe in said County and State; that he/she is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Enquirer-Journal on the following dates:

* FEBRUARY 20, 2010*

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section I-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section I-597 of the General Status of North Carolina.

This 20 day of FEB. 2010

Pat Deese

Sworn to and subscribed before me, this 20 day of Feb. 2010

Beth P. Clark

Notary Public

Seal

May Commission expires: * May 11, 2013 *

2011	Inches: <u>10.50"</u>		
	Monroe, NC	Date: <u>Feb. 20</u>	<u>2010</u>
		Account #	<u>2100167</u>
		COST:	<u>\$ 104.79</u>

IN ACCOUNT WITH

THE ENQUIRER-JOURNAL

Post Office Box 5040
500 West Jefferson Street
Monroe, NC 28111-5040

IMPORTANT LEGAL DOCUMENT, PLEASE RETAIN

COMMUNITY TRANSPORTATION PROGRAM RESOLUTION

Section 5311

FY 2011 RESOLUTION

Applicant seeking permission to apply for Community Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by *(Board Member's Name)* _____ and seconded by *(Board Member's Name or N/A, if not required)* _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, *(Legal Name of Applicant)* UNION COUNTY hereby assures and certifies that it will comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

NOW, THEREFORE, be it resolved that the *(Authorized Official's Title)** _____ Of *(Name of Applicant's Governing Body)* _____ is hereby authorized to submit a grant application for federal and state funding, provide the required local match, make the necessary assurances and certifications and be empowered to enter into an agreement, with the NCDOT to provide rural public transportation services.

I *(Certifying Official's Name)** _____ *(Certifying Official's Title)* _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the *(Name of Applicant's Governing Board)* _____ duly held on the _____ day of _____, 2010.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me *(date)* _____

*Notary Public **

Printed Name and Address

My commission expires *(date)* _____

Affix Seal Here

PROPOSED PROJECT BUDGET
ADMINISTRATIVE EXPENSES (Dept. 4521)

Applicant		Union County	
Object Code	Title	Total Cost	NCDOT Maximum Participation
G120	- Salaries and Wages		
G121	Full-time employees	\$119,932	\$0
G122	Overtime		
G125	Part-time (receives benefits)	\$0	\$0
G126	Temporary and part-time (receives no benefits)	\$0	\$0
G127	Longevity		
	Subtotal Salaries:	\$119,932	\$0
G180	- Fringe Benefits		
G181	Social security contribution (7.65% of total salaries)	\$9,175	\$0
G182	Retirement contribution; total salaries X participating percentage		
	→ 119,932 X 9.890%	\$11,861	
G183	Hospitalization insurance; ins. cost/month X the no. of employees.		
	→ 482 X 2.80	\$16,195	
G184	Disability insurance; cost/month X the no. of employees.		
	→ X	\$0	
G185	Unemployment compensation		
G186	Workers compensation		
G189	Other: SEPARATION ALLOWANCE 2.34%	\$2,806	
	Subtotal Fringe:	\$40,037	\$0
	TOTAL SALARY & FRINGE:	\$159,969	\$0
G190	- Professional Services		
G191	Accounting		
G192	Legal		
G195	Management consultant contract (Admin only)		
G196	Drug & Alcohol Testing Contract		
G197	Drug & Alcohol Tests		
	Provide # of employees in test pool: _____		
G198	Medical Review Officer		
G199	Other: _____		
G200	- Supplies and Materials		
G211	Janitorial supplies		
G212	Uniforms		
G261	Office supplies and materials		
G281	Air conditioner / Furnace filters		
G291	Computer supplies		
G300	- Travel and Transportation (other than employee development)		
G311	Travel: Anticipated trips: _____		
G312	Travel subsistence		
G314	Vehicle rental (does not include vehicles for providing contracted services)		

**PROPOSED PROJECT BUDGET
ADMINISTRATIVE EXPENSES (Dept. 4521)**

Applicant		Union County	
Object Code	Title	Total Cost	NCDOT Maximum Participation
G320	- Communications		
G321	Telephone service (includes mo. phone, modem, fax and cellular service)		
G322	Internet Service Provider Fee-Name: _____		
G323	Combined Service Fee		
G325	Postage		
G329	Other: _____		
G330	- Utilities		
G331	Electricity		
G332	Fuel oil		
G333	Natural Gas		
G334	Water		
G335	Sewer		
G336	Trash collection		
G337	Single/combined utility bill		
G339	Other: _____		
G340	- Printing and Binding		
G341	Printing and reproduction		
G349	Other: _____		
G350	- Repairs and Maintenance		
G355	Office and computer equipment		
G357	Communications equipment		
G359	Other: _____		
G380	- Computer Support Services (contracted)		
G381	Computer programming services		
G382	Computer support/technical assistance		
G390	- Other Services		
G391	Legal advertising		
G393	Temporary Help		
G394	Cleaning services		
G395	Training - Employee Education Expense		
G396	Management services (contracted transit system mgmt/admin services)		
G398	Security services		
G399	Other: _____		
G410	- Rental of Real Property (Include copy of current lease agreement)		
G412	Rent of building X number of payments annually		
→	<input type="text"/> X <input type="text"/>		\$0
G413	Rent of offices X number of payments annually		
→	<input type="text"/> X <input type="text"/>		\$0
G419	Other: _____		

**PROPOSED PROJECT BUDGET
ADMINISTRATIVE EXPENSES (Dept. 4521)**

Applicant		Union County	
Object Code	Title	Total Cost	NCDOT Maximum Participation
G420	- Service and Maintenance Contracts		
G422	Lease of Computer Software		
G430	- Lease of Equipment		
G431	Lease of Reproduction equipment		
G432	Lease of Postage Meter		
G433	Lease of Communications equipment (includes radio, cable lines and antennae)		
G439	Other: _____		
G440	- Service and Maintenance Contracts		
G441	Communications equipment		
G442	Office equipment		
G443	Reproduction equipment		
G445	Computer equipment		
G449	Other: _____		
G450	- Insurance and Bonding (Vehicle Insurance moved to bottom of form)		
G451	Property and general liability (does not include vehicle insurance)		
G454	Professional liabilities		
G455	Special liabilities		
G480	- Indirect Costs		
G481	Central services: (CTP2010 budget direct cost base) X (percentage rate)		
	<input type="text" value="\$159,969"/> X <input type="text" value="9.91%"/> Maximum Eligible \$15,853	\$13,300	
Prior approval of Indirect Cost Percentage Rate required. Questions should be directed to Financial Management			
G490	- Other Fixed Charges		
G491	Dues and subscriptions		
	Describe: _____		
SUBTOTAL ADMINISTRATIVE EXPENSES:		\$173,269	\$0
Complete budget request for above line items before continuing			
G370	- Advertising/Promotion		
	Marketing (paid ads, marketing firm, etc.)		
G371	→ Requested <input type="text" value="\$3,465"/>	\$3,200	
	Describe: _____		
	Marketing (paid ads, marketing firm, etc.)		
G371	→ Approved <input type="text"/>		

**PROPOSED PROJECT BUDGET
ADMINISTRATIVE EXPENSES (Dept. 4521)**

Applicant		Union County				NCDOT Maximum Participation
Object Code	Title			Total Cost		
G372	Promotional items → Requested	<input type="text" value="\$800"/>		\$803		
	Describe: _____					
G372	Promotional items → Approved	<input type="text"/>				
<hr/>						
G450	- Insurance and Bonding					
	Vehicle Ins					
G452	→ Requested	<input type="text" value="21"/>	<input type="text" value="Maximum Amount \$52,500"/>	\$6,006		
G452	→ Approved	<input type="text"/>	<input type="text" value="Maximum Amount \$0"/>			
	TOTAL SALARIES & FRINGES:			\$159,969		\$0
	TOTAL OTHER ADMINISTRATIVE EXPENSES:			\$23,309		\$0
TOTAL ALL ADMINISTRATIVE EXPENSES:				\$183,278		\$0

FY2011 Community Transportation Program (CTP) Grant Application

Project Nbr: 11-CT-089

PROPOSED PROJECT BUDGET CAPITAL EXPENSES (Dept. 4523)

Applicant:	Union County					NCDOT	
Object Code	Title	Qty	Estimated Cost	Subtotal Cost	Total Cost	Qty	Maximum Participation
OTHER CAPITAL							
G511	Office Furniture - Cost of tables, desks, chairs, file cabinets, and related furniture for transportation offices or facilities. <i>List one item per line, the no. of units per item, and the estimated cost.</i>			\$ -			\$0
				\$ -			\$0
				\$ -			\$0
				\$ -			\$0
				\$ -			\$0
				\$ -			\$0
					\$ -		\$0
G512	Office Equipment - Cost of fax machines, copiers, calculators, and other equipment for transportation offices and facilities. <i>Does not include computer hardware and software</i> <i>List one item per line, the no. of units per item, and the estimated cost.</i>			\$ -			\$0
				\$ -			\$0
				\$ -			\$0
				\$ -			\$0
				\$ -			\$0
				\$ -			\$0
					\$ -		\$0
G513	Audio-Visual Equipment - Includes the costs of overhead projector, TV and VCR to be used for training purposes. <i>List one item per line, the no. of units per item, and the estimated cost.</i>			\$ -			\$0
				\$ -			\$0
				\$ -			\$0
				\$ -			\$0
				\$ -			\$0
				\$ -			\$0
					\$ -		\$0
G551	Vehicle Spare Parts - Cost of spare parts for revenue producing vehicles. The spare part must have a unit cost of greater than \$300 and a useful life of more than one (1) year. This expenditure is only available to systems with in-house maintenance facilities which maintain an inventory of spare parts. <i>List one item per line, the no. of units per item, and the estimated cost.</i>			\$ -			\$0
				\$ -			\$0
				\$ -			\$0
				\$ -			\$0
				\$ -			\$0
					\$ -		\$0
G552	Shop Equipment - Purchase of equipment for maintaining vehicles, including, but not limited to, motor hoist, tire balancer, etc. <i>List one item per line, the no. of units per item, and the estimated cost.</i>			\$ -			\$0
				\$ -			\$0
				\$ -			\$0
				\$ -			\$0
				\$ -			\$0
					\$ -		\$0

FY2011 Community Transportation Program (CTP) Grant Application

Project Nbr: 11-CT-089

PROPOSED PROJECT BUDGET CAPITAL EXPENSES (Dept. 4523)

Applicant:		Union County					NCDOT	
Object Code	Title	Qty	Estimated Cost	Subtotal Cost	Total Cost	Qty	Maximum Participation	
OTHER CAPITAL								
G553	Repeater Station - Used to extend the range of the base installation. Attach estimate of cost from vendor. Watts: _____			\$ -			\$0	
	New			\$ -			\$0	
	Replacement			\$ -			\$0	
					\$ -		\$0	
G554	Radio Base Station - Desk-type unit used to transmit to mobile units in the vehicles. Includes remotes and mobiles with power packs. Attach estimate of cost from vendor. Watts: _____ 35			\$ -			\$0	
	New			\$ -			\$0	
	Replacement	1	\$ 3,067	\$ 3,067			\$0	
					\$ 3,067		\$0	
G555	Mobile Radio Unit - 2-way radio installed in vehicle Attach estimate of cost from vendor. Watts: _____ 35			\$ 2,988	\$ 11,952		\$0	
	New	4	\$ 2,988	\$ 11,952			\$0	
	Replacement	21	\$ 2,988	\$ 62,748			\$0	
							\$0	
	Hand-held Radio Unit - portable 2-way radio (limit 2 per transit system) Attach estimate of cost from vendor Watts: _____ 35			\$ -			\$0	
	New			\$ -			\$0	
	Replacement	2	\$ 2,930	\$ 5,860			\$0	
					\$ 80,560		\$0	
G556	Telephone equipment - Individual telephone instruments (does not include new or replacement telephone systems – see G524 in Facility Improvements); may include cellular (digital) phones. List one item per line, the no. per item, and the estimated cost.			\$ -			\$0	
				\$ -			\$0	
				\$ -			\$0	
					\$ -		\$0	
G557	Fareboxes - Coin collection unit installed on vehicle. List item and indicate no. of units: Attach estimated cost & type.			\$ -			\$0	
	New			\$ -			\$0	
	Replacement			\$ -			\$0	
					\$ -		\$0	
G559	Other Equipment - Specify item if not listed above. List one item per line, the no. per item, and the estimated cost.			\$ -			\$0	
				\$ -			\$0	
				\$ -			\$0	
					\$ -		\$0	
G585	Bus Stop Signs - Sign used to indicate location where passengers can board or exit a public transit vehicle. Bus Stop Sign(s)			\$ -	\$ -		\$0	
G591	Vehicle Lettering and Logos - Cost of lettering and/or logos and the labor involved in having the transit system name, phone number, and/or logo applied to vehicles. Costs to be incurred by using a local vendor. Vehicle Lettering and Logos	7	\$ 350.00	\$ 2,450	\$ 2,450		\$0	
TOTAL OTHER CAPITAL EXPENSES:					\$ 86,077		\$0	

Delegation of Authority

Date: _____

I ALFRED GREENE
(Authorized Official's Typed/Printed Name)

COUNTY MANAGER OF UNION COUNTY
(Authorized Official's Title and Agency)

as the designated party for UNION COUNTY
(Grant recipient/Applicant Agency)

with authority to submit funding applications and enter into contracts with the North Carolina Department of Transportation and execute all agreements and contracts with the NCDOT Public Transportation Division, hereby delegate authority to the individual(s) filling the positions as indicated below:

Primary Designee: ANNETTE SULLIVAN, TRANSPORTATION DIRECTOR
(Primary Designee's Position Title)

(Primary Designee's Agency)

- Reimbursement Requests: Yes No
- Budget Revisions: Yes No
- Budget Amendments: Yes No
- Period of Performance Extensions: Yes No

Alternate Designee: Beverly Liles, Finance Liason
(Alternate Designee's Position Title)

(Alternate Designee's Agency)

- Reimbursement Requests: Yes No
- Budget Revisions: Yes No
- Budget Amendments: Yes No
- Period of Performance Extensions: Yes No

Authorized Official's Signature: _____

Authorized Official's Typed/Printed Name: _____

Please submit to: NCDOT/PTD
Attn: Faye McCullen
1550 Mail Service Center
Raleigh NC, 27699-1550

**SFY 2011 Community Transportation Program (CTP) Grant Application
Special Section 5333(b) Warranty**

**Special Section 5333(b) Warranty
For Application to the Nonurbanized Area Formula Program**

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under the Community Transportation Program (CTP):

A. General Application

The Public Body (The North Carolina Department of Transportation) agrees that the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the project,

(Legal Name of Applicant) and the transportation related employees of any other surface public transportation providers in the transportation service area of the project.

The Public Body shall provide to the U. S. Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the U. S. Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of CTP funding in the absence of a finding of noncompliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service, or operation assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall, when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about solely by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement.

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An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his/her position with regard to employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this arrangement.

(2) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect. This Arrangement does not create any collective bargaining relationship where one does not already exist or between any Recipient and the employees of another employer. Where the Recipient has no collective bargaining relationship with the Unions representing employees in the service area, the Recipient will not take any action which impairs or interferes with the rights, privileges, and benefits and/or the preservation or continuation of the collective bargaining rights of such employees.

(3) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this arrangement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the Union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this arrangement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deemed best, in accordance with the applicable collective bargaining agreement.

(4) The collective bargaining rights of employees covered by this arrangement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this arrangement the right to utilize any economic measures, nothing in this arrangement shall be deemed to foreclose the exercise of such right.

(5)(a) The Recipient shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces as a result of the Project. In the case of employees represented by a Union, such notice shall be provided by certified mail through their representatives. The notice shall contain a

**SFY 2011 Community Transportation Program (CTP) Grant Application
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full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs within the jurisdiction and control of the Recipient, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21), available to be filled by such affected employees.

(5)(b) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a Union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this arrangement shall commence immediately. These negotiations shall include determining the selection of forces from among the mass transportation employees who may be affected as a result of the Project, to establish which such employees shall be offered employment for which they are qualified or can be trained. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (15) of this arrangement. Unless the parties otherwise mutually agree in writing, no change in operations, services, facilities or equipment within the purview of this paragraph (5) shall occur until after either: 1) an agreement with respect to the application of the terms and conditions of this arrangement to the intended change(s) is reached; 2) the decision of the arbitrator has been rendered pursuant to this subparagraph (b); or 3) an arbitrator selected pursuant to Paragraph (15) of this arrangement determines that the intended change(s) may be instituted prior to the finalization of implementing arrangements.

(5)(c) In the event of a dispute as to whether an intended change within the purview of this paragraph (5) may be instituted at the end of the 60-day notice period and before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), any involved party may immediately submit that issue to arbitration under paragraph (15) of this arrangement. In any such arbitration, the arbitrator shall rely upon the standards and criteria utilized by the Surface Transportation Board (and its predecessor agency, the Interstate Commerce Commission) to address the "preconsummation" issue in cases involving employee protections pursuant to 49 U.S.C. Section 11326 (or its predecessor, Section 5(2)(f) of the Interstate Commerce Act, as amended). If the Recipient demonstrates, as a threshold matter in any such arbitration, that the intended action is a trackage rights, lease proceeding or similar transaction, and not a merger, acquisition, consolidation, or other similar transaction, the burden shall then shift to the involved labor organization(s) to prove that under the standards and criteria referenced above, the intended action should not be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. If the Recipient fails to demonstrate that the intended action is a trackage rights, lease proceeding, or similar transaction, it shall be the burden of the Recipient to prove that under the standards and criteria referenced above, the intended action should be permitted to be instituted prior to the effective date of a negotiated or arbitrated implementing agreement. For purposes of any such arbitration, the time period within which the parties are to respond to the list of potential arbitrators submitted by the American Arbitration Association Service shall be five (5) days, the notice of hearing may be given orally or by facsimile, the hearing will be held promptly, the award of the arbitrator shall be rendered promptly and, unless

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otherwise agreed to by the parties, no later than fourteen (14) days from the date of closing the hearings, with five (5) additional days for mailing if posthearing briefs are requested by either party. The intended change shall not be instituted during the pendency of any arbitration proceedings under this subparagraph (c).

(5)(d) If an intended change within the purview of this paragraph (5) is instituted before an implementing agreement is reached or a final arbitration decision is rendered pursuant to subparagraph (b), all employees affected shall be kept financially whole, as if the noticed and implemented action has not taken place, from the time they are affected until the effective date of an implementing agreement or final arbitration decision. This protection shall be in addition to the protective period defined in paragraph (14) of this arrangement, which period shall begin on the effective date of the implementing agreement or final arbitration decision rendered pursuant to subparagraph (b).

An employee selecting, bidding on, or hired to fill any position established as a result of a noticed and implemented action prior to the consummation of an implementing agreement or final arbitration decision shall accumulate no benefits under this arrangement as a result thereof during that period prior to the consummation of an implementing agreement or final arbitration decision pursuant to subparagraph (b).

(6)(a) Whenever an employee, retained in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7)(e), or (18) hereof is placed in a worse position with respect to compensation as a result of the Project, the employee shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period so long as the employee is unable, in the exercise of his/her seniority rights, to obtain a position producing compensation equal to or exceeding the compensation the employee received in the position from which the employee was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(6)(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his/her total time paid for during the last twelve (12) months in which the employee performed compensated service more than fifty per centum of each such months, based upon the employee's normal work schedule, immediately preceding the date of his/her displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his/her current position is less in any month during his/her protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), the employee shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that the employee is not available for service equivalent to his/her average monthly time, but the employee shall be compensated in

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addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. If a displaced employee fails to exercise his/her seniority rights to secure another position to which the employee is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which the employee elects to retain, the employee shall thereafter be treated, for the purposes of this paragraph, as occupying the position the employee elects to decline.

(6)(c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

(7)(a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his/her employment, the employee shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which the employee is "dismissed" and shall continue during the protective period, as follow:

Employee's length of Service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by the employee in the last twelve (12) months of his/her employment in which the employee performed compensation service more than fifty per centum of each such month based on the employee's normal work schedule to the date on which the employee was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(7)(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position the employee holds is abolished as a result of the Project, or when the position the employee holds is not abolished but the employee loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and the employee is unable to obtain another position, either by the exercise of the employee's seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his/her seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

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(7)(c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his/her current address and the current name and address of any other person by whom the employee may be regularly employed, or if the employee is self-employed.

(7)(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when the employee is absent from service, the employee will be entitled to the dismissal allowance when the employee is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to the employee's previous status and will be given the protections of the agreement in said position, if any are due him/her.

(7)(e) An employee receiving a dismissal allowance shall be subject to call to return to service by the employee's former employer; notification shall be in accordance with the terms of the then-existing collective bargaining agreement if the employee is represented by a union. Prior to such call to return to work by his/her employer, the employee may be required by the Recipient to accept reasonably comparable employment for which the employee is physically and mentally qualified, or for which the employee can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(7)(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while the employee is so reemployed, and the period of time during which the employee is so reemployed shall be deducted from the total period for which the employee is entitled to receive a dismissal allowance. During the time of such reemployment, the employee shall be entitled to the protections of this arrangement to the extent they are applicable.

(7)(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that the employee's combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his/her dismissal allowance exceed the amount upon which the employee's dismissal allowance is based. Such employee, or his/her union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with the employee's former employer, including self-employment, and the benefits received.

(7)(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of the employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his/her employment.

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(7)(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him/her for which the employee is physically and mentally qualified and does not require a change in the employee's place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of the employee's allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his/her representative, or by final arbitration decision rendered in accordance with paragraph (15) of this arrangement that such employee did not comply with this obligation.

(8) In determining length of service of a displaced or dismissed employee for purposes of this arrangement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him/her and the employee shall be given additional service credits for each month in which the employee receives a dismissal or displacement allowance as if the employee were continuing to perform services in his/her former position.

(9) No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, the employee could have bid, been transferred, or promoted.

(10) No employee receiving a dismissal or displacement allowance shall be deprived, during the employee's protected period, of any rights, privileges, or benefits attaching to his/her employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for the employee and the employee's family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which the employee may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(11)(a) Any employee covered by this arrangement who is retained in the service of his/her employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his/her employment in order to retain or secure active employment with the Recipient in accordance with this arrangement, and who is required to move his/her place of residence, shall be reimbursed for all expenses of moving his/her household and other personal effects, for the traveling expenses for the employee and members of the employee's immediate family, including living expenses for the employee and the employee's immediate family, and for his/her own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or the employee's representatives.

(11)(b) If any such employee is laid off within three (3) years after changing his/her point of employment in accordance with paragraph (a) hereof, and elects to move his/her place of residence back to the original point of employment, the Recipient shall assume the expenses,

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losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12)(a) hereof.

(11)(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within ninety (90) days after the date on which the expenses were incurred.

(11)(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his/her employment as a result of the Project, and is thereby required to move his/her place of residence.

If the employee owns his/her own home in the locality from which the employee is required to move, the employee shall, at the employee's option, be reimbursed by the Recipient for any loss suffered in the sale of the employee's home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his/her conventional fees and closing costs.

If the employee is under a contract to purchase his/her home, the Recipient shall protect the employee against loss under such contract, and in addition, shall relieve the employee from any further obligation thereunder.

If the employee holds an unexpired lease of a dwelling occupied as the employee's home, the Recipient shall protect the employee from all loss and cost in securing the cancellation of said lease.

(12)(b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient in writing within one year after the effective date of the change in residence.

(12)(c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his/her union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be

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selected by the representatives of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement with ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State and local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(12)(d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.

(12)(e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from the employee's residence than was his/her former work location, or (B) is more than thirty (30) normal highway route miles from the employee's residence and also farther from his/her residence than was the employee's former work location.

(13)(a) A dismissed employee entitled to protection under this arrangement may, at the employee's option within twenty-one (21) days of his/her dismissal, resign and (in lieu of all other benefits and protections provided in this arrangement) accept a lump sum payment computed in accordance with section (9) of the Washington Job Protection Agreement of May 1936:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which the employee performed service, will be paid as the lump sum.

Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:

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For the purposes of this arrangement, the length of service of the employee shall be determined from the date the employee last acquired an employment status with the employing carrier and the employee shall be given credit for one month's service for each month in which the employee performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, the employee will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(13)(b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of the employee's dismissal as a result of the Project.

(14) Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which the employee is entitled to receive the benefits of these provisions shall not continue for a longer period following the date the employee was displaced or dismissed than the employee's length of service, as shown by the records and labor agreements applicable to his/her employment prior to the date of the employee's displacement or dismissal.

(15)(a) In the event that employee(s) are represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement, not otherwise governed by paragraph 12(c), the Labor-Management Relations Act, as amended, the Railway Labor Act, as amended, or by impasse resolution provisions in a collective bargaining or protective arrangement involving the Recipient and the Union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties. In the event they cannot agree upon such procedure, the dispute, claim, or grievance may be submitted at the written request of the Recipient or the Union to final and binding arbitration. Should the parties be unable to agree upon the selection of a neutral arbitrator within ten (10) days, any party may request the American Arbitration Association to furnish, from among arbitrators who are then available to serve, five (5) arbitrators from which a neutral arbitrator shall be selected. The parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this arrangement, the arbitration shall commence within fifteen (15) days after selection or appointment of the neutral arbitrator, and the decision shall be rendered within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision shall be final

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and binding. All the conditions of the arrangement shall continue to be effective during the arbitration proceedings.

(15)(b) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the Union(s) and Recipient, and all other expenses shall be paid by the party incurring them.

(15)(c) In the event that employee(s) are not represented by a Union, any dispute, claim, or grievance arising from or relating to the interpretation, application or enforcement of the provisions of this arrangement which cannot be settled by the Recipient and the employee(s) within thirty (30) days after the dispute or controversy arises, may be referred by any such party to any final and binding dispute settlement procedure acceptable to the parties, or in the event the parties cannot agree upon such a procedure, the dispute or controversy may be referred to the Secretary of Labor for a final and binding determination.

(15)(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be the obligation of the employee or the representative of the employee to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Recipient to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee. (See Hodgson's Affidavit in Civil Action No. 825-71).

(16) The Recipient will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by this arrangement may file a written claim of its violation, through the Union, or directly if the employee is outside the bargaining unit, with the Recipient within sixty (60) days of the date the employee is terminated or laid off as a result of the Project, or within eighteen (18) months of the date the employee's position with respect to his/her employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to the claim.

The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant or his/her representative of the basis for denying or modifying such claim, giving reasons therefore. If the Recipient fails to honor such claim, the Union or non-bargaining unit employee may invoke the following procedures for further joint investigation of the claim by giving notice in writing. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the Recipient rejects the claim, the claim may be processed to arbitration as hereinabove provided by paragraph (15).

**SFY 2011 Community Transportation Program (CTP) Grant Application
Special Section 5333(b) Warranty**

(17) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements or otherwise; provided that there shall be no duplication of benefits to any employee, and, provided further, that any benefit under this arrangement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit. This arrangement shall not be deemed a waiver of any rights of any Union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(18) During the employee's protective period, a dismissed employee shall, if the employee so requests, in writing, be granted priority of employment or reemployment to fill any vacant position within the jurisdiction and control of the Recipient reasonably comparable to that which the employee held when dismissed, including those in the employment of any entity bound by this arrangement pursuant to paragraph (21) herein, for which the employee is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement or otherwise established in personnel policies or practices for such position, plus any displacement allowance to which the employee may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which the employee held when dismissed for which the employee is qualified, or for which the employee has satisfactorily completed such training, the employee shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this arrangement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under the Federal Transit statute and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the

**SFY 2011 Community Transportation Program (CTP) Grant Application
Special Section 5333(b) Warranty**

basic information necessary to the proper application, administration, and enforcement of this arrangement and to the proper determination of any claims arising thereunder.

(20) In the event the Project is approved for assistance under the statute, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the applicant for federal funds and between the applicant and any recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

(21) This arrangement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any person, enterprise, body, or agency, whether publicly - or privately-owned, which shall undertake the management, provision and/or operation of the Project services or the Recipient's transit system, or any part or portion thereof, under contractual arrangements of any form with the Recipient, its successors or assigns, shall agree to be bound by the terms of this arrangement and accept the responsibility with the Recipient for full performance of these conditions. As a condition precedent to any such contractual arrangements, the Recipient shall require such person, enterprise, body or agency to so agree.

(22) In the event of the acquisition, assisted with Federal funds, of any transportation system or services, or any part or portion thereof, the employees of the acquired entity shall be assured employment, in comparable positions, within the jurisdiction and control of the acquiring entity, including positions in the employment of any entity bound by this arrangement pursuant to paragraph (21). All persons employed under the provisions of this paragraph shall be appointed to such comparable positions without examination, other than that required by applicable federal, state or federal law or collective bargaining agreement, and shall be credited with their years of service for purposes of seniority, vacations, and pensions in accordance with the records of their former employer and/or any applicable collective bargaining agreements.

(23) The employees covered by this arrangement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(24) In the event any provision of this arrangement is held to be invalid, or otherwise unenforceable under the federal, state, or local law, in the context of a particular Project, the remaining provisions of this arrangement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested Union

**SFY 2011 Community Transportation Program (CTP) Grant Application
Special Section 5333(b) Warranty**

representatives, if any, of the employees involved for purpose of adequate replacement under Section 5333(b). If such negotiation shall not result in mutually satisfactory agreement any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this arrangement only as applied to that Project, and any other appropriate action, remedy, or relief.

(25) If any employer of the employees covered by this arrangement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which the employee should be entitled under this arrangement, the provisions of this arrangement shall apply to such employee as of the date when the employee was so affected.

C. Acceptance of Special Section 5333(b) Warranty

I, (Name and Title) _____
(Name and Title)

do hereby certify that

(Legal Name of Applicant/Recipient)

has agreed to the terms and conditions of this Warranty and will accept this agreement as part of the contract of assistance with the North Carolina Department of Transportation.

Signature of Authorized Official

Date

SEAL

TITLE VI PROGRAM REPORT

(For the period July 1, 2008 – June 30, 2009)

Legal Name of Applicant: UNION COUNTY

Instructions: Complete and sign either Part-A or Part-B of this form, not both

PART - A

- **NO complaints or lawsuits** alleging discrimination have been filed against *Applicant*

I certify that to the best of my knowledge, **ONLY** the above described complaints or lawsuits alleging discrimination have been filed against *Applicant* _____ during the period July 1, 2008 ~ June 30, 2009

▶

Signature of Authorized Official

Date

Type Name and Title of Authorized Official

PART - B

- **YES complaints have been filed** alleging discrimination against *Applicant* _____.

The following Title VI complaints or lawsuits alleging discrimination have been filed with

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

I certify that to the best of my knowledge, **ONLY** the above described complaints or lawsuits alleging discrimination have been filed against *Applicant* _____ during the period July 1, 2008 – June 30, 2009.

▶

Signature of Authorized Official

Date

Type Name and Title of Authorized Official

DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections (*Legal Name of Applicant*) **UNION COUNTY** is committed to and shall make good faith efforts to purchase from and award contracts to Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

<u>MINIMUM</u> Effort Required by PTD	Check all that apply	Description
	<input type="checkbox"/>	Write a letter to Certified DBEs in the service area to inform them of purchase or contract opportunities;
▷	<input checked="" type="checkbox"/>	Document telephone calls, emails and correspondence with or on behalf of DBEs;
	<input type="checkbox"/>	Advertise purchase and contract opportunities on local TV Community Cable Network;
	<input type="checkbox"/>	Request purchase/contract price quotes/bids from DBEs;
	<input type="checkbox"/>	Monitor newspapers for new businesses that are DBE eligible
▷	<input checked="" type="checkbox"/>	Encourage interested eligible firms to become NCDOT certified. Interested firms should refer to http://www.ncdot.gov/business/ocs/dbe/#FAQ10 or contact the office of contractual services at (919) 733-5316 ext 330 for more information
▷	<input checked="" type="checkbox"/>	Encourage interested firms to contact Bridgett Wall -Lennon of the Office of Historically Underutilized Businesses at (919) 807-2330 for more information.
▷	<input checked="" type="checkbox"/>	Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at https://apps.dot.state.nc.us/vendor/directory/default.aspx#0
	<input type="checkbox"/>	Other efforts: Describe:
	<input type="checkbox"/>	Other efforts: Describe:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=%2Findex.tpl>

Reminder: Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

Signature of Authorized Official

Date

Type Name and Title of Authorized Official

**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION**

DBE/MBE/WBE/HUB ANTICIPATED VENDOR AWARDS in FY2011

APPLICANT'S NAME: UNION COUNTY

PERIOD COVERED

MAILING ADDRESS: 500 N MAIN STREET, SUITE

From: JULY 1, 2010

VENDOR NUMBER: _____

To: JUNE 30, 2011

We expect to utilize the following list of DBE/MBE/WBE/HUB Vendors in FY2011:

DBE/MBE/WBE/HUB Vendor/Subcontractor's Name	Mailing Address City, State, Zip	ID# from NCDOT Website	Describe Service/ Item to be Purchased	Anticipated Expenditure (\$)
				TOTAL

The above list includes the DBE/MBE/WBE/HUB Vendors the applicant expects to utilize in FY2011.

The applicant does NOT expect to utilize any DBE/MBE/WBE/HUB Vendors in FY2011.

Signature of Authorized Official

Date

LOCAL SHARE CERTIFICATION FOR FUNDING

UNION COUNTY
(Legal Name of Applicant)

Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$ <u>183278</u>	\$ <u>27492</u> (15%)
Capital (Vehicles & Other)	\$ <u>415227</u>	\$ <u>41523</u> (10%)
Operating (Small fixed route, regional, and consolidated urban-rural systems)	\$ <u>0</u>	\$ _____ (50%)
TOTAL	\$ <u>598,505</u>	\$ <u>69,015</u>
	Total Funding Requests	Total Local Share

The Local Share is available from the following sources:

<u>Source of Funds</u>	<u>Amount</u>
_____	\$
_____	\$
_____	\$
_____	\$
TOTAL	\$

I, the undersigned representing (*Legal Name of Applicant*) UNION COUNTY do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2011 Community Transportation Program will be available as of July 1, 2010, which has a period of performance of July 1, 2010 – June 30, 2011.

Signature of Authorized Official

Type Name and Title of Authorized Official

Date

**FEDERAL (FTA) AND STATE (NCDOT) CERTIFICATIONS AND ASSURANCES FOR
COMMUNITY TRANSPORTATION PROGRAMS
STATE FISCAL YEAR 2011**

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for North Carolina Community Transportation programs. North Carolina Department of Transportation (NCDOT) requires each Subrecipient of State Assistance and Federal Transit Administration (FTA) Federal assistance awarded to NCDOT to provide as many certifications and assurances as needed for all programs for which the Subrecipient intends to seek FTA and NCDOT assistance during Federal Fiscal Year 2010.

Eighteen (18) Categories of certifications and assurances are listed by numbers 01 through 18 in this document. NCDOT recommends that Subrecipients certify to all categories.

NCDOT and the Subrecipient understand and agree that not every provision of these certifications and assurances will apply to every Subrecipient or every project for which NCDOT provides (FTA) Federal and (NCDOT) State financial assistance through a Grant Agreement. The type of project and the section of the statute authorizing (FTA) Federal financial assistance and/or (NCDOT) State financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of FTA's enabling legislation currently in effect.

The Subrecipient also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Subrecipient or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA(16) for Federal Fiscal Year 2010 at the FTA Web site <http://www.fta.dot.gov/documents/16-Master.pdf>. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Note that by an opinion of the North Carolina Attorney General's office, all Federal requirements have been passed down to State funded assistance.

The Applicant must submit its certifications and assurances by completing and submitting the selection and signature pages at the end of this document: 1) Certifications and Assurances selection page; 2) Affirmation of Applicant; and 3) Affirmation of Applicant's Attorney.

01. ASSURANCES REQUIRED FOR EACH APPLICANT

Each Subrecipient of FTA assistance awarded to NCDOT and each Subrecipient of State assistance must provide all assurances in this Category "01." NCDOT may not award any State or Federal assistance until the Applicant provides the following assurances by selecting Category "01."

A. Assurance of Authority of the Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable State, local, or Indian tribal law and regulations, and the Applicant's by-laws or internal rules to:

- (1) Execute and file the application for Federal assistance on behalf of the Applicant;
- (2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
- (3) Execute grant agreements and cooperative agreements with NCDOT on behalf of the Applicant.

State Fiscal Year 2011 Community Transportation Programs
Federal and State Assistance Certifications and Assurance

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA/NCDOT grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the grant agreement or cooperative agreement with NCDOT issued for its approved project with FTA. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

C. Intergovernmental Review Assurance

Except if the Applicant is an Indian tribal government seeking assistance authorized by 49 U.S.C. 5311(c)(1), the Applicant assures that each application for Federal assistance it submits to FTA has been submitted or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17. This assurance does not apply to Applicants for Federal assistance under FTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).

D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for

State Fiscal Year 2011 Community Transportation Programs
Federal and State Assistance Certifications and Assurance

a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.

- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

F. U.S. Office of Management and Budget (OMB) Assurances

Consistent with OMB assurances set forth in SF-424B and SF-424D, the Applicant assures that, with respect to itself or its project, the Applicant:

- (1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to assure proper planning, management, and completion of the project described in its application;
- (2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
- (3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
- (4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;
- (5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
 - (a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
 - (d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - (e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, relating to nondiscrimination on the basis of drug abuse;
 - (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd through 290dd-2., relating to confidentiality of alcohol and drug abuse patient records;

State Fiscal Year 2011 Community Transportation Programs
Federal and State Assistance Certifications and Assurance

- (h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and
- (i) Any other nondiscrimination statute(s) that may apply to the project;
- (6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable State and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:
 - (a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;
 - (b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;
 - (c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;
 - (d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);
 - (e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;
 - (f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;
 - (g) The Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;
 - (h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and
 - (i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;
- (7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and at 40 U.S.C. 3145, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted projects;
- (8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;
- (10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;

State Fiscal Year 2011 Community Transportation Programs
Federal and State Assistance Certifications and Assurance

- (11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;
- (12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;
- (13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to assure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the State;
- (14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:
 - (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
 - (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;
 - (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
 - (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;
 - (e) Assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;
 - (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;
 - (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;
 - (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and
 - (i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);
 - (j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and
 - (k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;
- (15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;
- (16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;
- (17) To the extent applicable, will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

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- (18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable OMB A-133 Compliance Supplement provisions for the U.S. DOT; and
- (19) To the extent applicable, will comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

02. LOBBYING CERTIFICATION

An Applicant that submits an application to NCDOT for State or (FTA) Federal assistance exceeding \$100,000 is required to provide the following certification. NCDOT may not award State or Federal assistance exceeding \$100,000 until the Applicant provides this certification by selecting Category "02."

- A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to FTA for Federal assistance exceeding \$100,000:
 - (1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and
 - (2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and
 - (3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance).
- B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

03. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a State, local, or Indian tribal government that submits an application to NCDOT for State or (FTA) Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category "03." NCDOT also requests other Applicants to provide the following certification. NCDOT may not provide State or Federal assistance to an applicant for State or Federal assistance, property or services in support of its project until the Applicant provides this certification by selecting Category "03."

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives.

04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

Each Applicant that submits an application to NCDOT for State or Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or in addition to, transportation service

provided by an existing private provider of public transportation is required to provide the following certification. NCDOT may not award State or Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

- A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
- B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
- C. Paid just compensation under State or local law to the company for any franchise or property acquired.

05. PUBLIC HEARING

An Applicant seeking State or Federal assistance authorized under 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification. NCDOT may not award State or Federal assistance for a capital project of that type until the Applicant provides this certification by selecting Category "05."

As required by 49 U.S.C. 5323(b), for a proposed capital project that will substantially affect a community, or the public transportation service of a community, the Applicant certifies that it has, or before submitting its application, it will have:

- A. Provided an adequate opportunity for public review and comment on the proposed project;
- B. After providing notice, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served, held a public hearing on the project if the project affects significant economic, social, or environmental interests;
- C. Considered the economic, social, and environmental effects of the proposed project; and
- D. Determined that the proposed project is consistent with official plans for developing the community.

06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE

An Applicant seeking State or Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any rolling stock for use in revenue service is required to provide the following certification. NCDOT may not award any State or Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category "06."

As required by 49 U.S.C. 5323(m) and implementing FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETEA-LU when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

07. ACQUISITION OF CAPITAL ASSETS BY LEASE

An Applicant that intends to request the use of State or Federal assistance authorized under 49 U.S.C. chapter 53 to acquire capital assets by lease is required to provide the following certifications. NCDOT may not provide State or Federal assistance to support those costs until the Applicant provides this certification by selecting Category "07."

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As required by FTA regulations, "Capital Leases," 49 CFR part 639, at 49 CFR 639.15(b)(1) and 49 CFR 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

- (1) It will not use Federal assistance authorized under 49 U.S.C. chapter 53 to finance the cost of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and it will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and
- (2) It will not enter into a capital lease for which FTA can provide only incremental Federal assistance unless it has adequate financial resources to meet its future obligations under the lease if Federal assistance is not available for capital projects in the subsequent years.

08. BUS TESTING

An Applicant for State or Federal assistance appropriated or made available for 49 U.S.C. chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification. NCDOT may not provide State or Federal assistance for the acquisition of any new bus model or bus model with a major change until the Applicant provides this certification by selecting Category "08."

As required by 49 U.S.C. 5318 and FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665):

- A. The bus model will have been tested at FTA's bus testing facility; and
- B. The Applicant will have received a copy of the test report prepared on the bus model.

09. CHARTER SERVICE AGREEMENT

An Applicant seeking State or Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. NCDOT may not provide State or Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, for such projects until the Applicant enters into this Charter Service Agreement by selecting Category "09."

- A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.4, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands and agrees that:
 - (1) The requirements of FTA regulations, "Charter Service," 49 CFR part 604, will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,
 - (2) The definitions of FTA regulations, "Charter Service," 49 CFR part 604, will apply to this Charter Service Agreement, and
 - (3) A pattern of violations of this Charter Service Agreement may require corrective measures and imposition of remedies, including barring the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has engaged in that pattern of violations from receiving State or FTA financial assistance, or withholding an amount of State and/or Federal assistance as set forth in FTA regulations, "Charter Service," 49 CFR part 604, Appendix D.

10. SCHOOL TRANSPORTATION AGREEMENT

An Applicant that is seeking State or Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement. NCDOT may not provide State or Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C. 133 or 142 for such projects until the Applicant enters into this School Transportation Agreement by selecting Category "10."

- A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), the terms and conditions of which are incorporated herein by reference.
- B. The Applicant understands and agrees that:
- (1) The requirements of FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractors, or other participants in the project provide,
 - (2) The definitions of FTA regulations, "School Bus Operations," 49 CFR part 605 will apply to this School Transportation Agreement, and
 - (3) If there is a violation of this School Transportation Agreement, NCDOT will bar the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has violated this School Transportation Agreement from receiving State and/or Federal transit assistance in an amount NCDOT considers appropriate.

11. DEMAND RESPONSIVE SERVICE

An Applicant that operates demand responsive service and applies for State or Federal assistance authorized under 49 U.S.C. chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. NCDOT may not award State or Federal assistance authorized under 49 U.S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category "11."

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Viewed in its entirety, the Applicant's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

An Applicant is required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 65, to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations. NCDOT may not provide State or Federal assistance to the Applicant until it provides this certification by selecting Category "12"

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

13. INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for State or (FTA) Federal assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," is requested to provide the following assurance. NCDOT strongly encourages any Applicant for State or (FTA) Federal financial assistance to support an ITS project to provide this assurance by selecting Category "13." An Applicant for NCDOT or FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring the Applicant's commitment to comply with applicable State and/or Federal ITS standards and protocols, may be determined ineligible for award of State/Federal assistance for the ITS project.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

- A. As provided in SAFETEA-LU section 5307(c), 23 U.S.C. 512 note, apart from certain exceptions, "intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [shall] conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a) [of section 5307 of SAFETEA-LU]." To facilitate compliance with section 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing.
- B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

14. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM

The North Carolina Department of Transportation administers the Elderly Individuals and Individuals with Disabilities Formula Program and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program on behalf of itself and its Subrecipients and is required to provide the following certifications on behalf of itself and each Subrecipient. NCDOT may not award assistance for the Elderly Individuals and Individuals with Disabilities Formula Program or the Elderly Individuals and Individuals with Disabilities Pilot Program until the Applicant provides these certifications by selecting Category "14."

- A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly Individuals and Individuals with Disabilities Formula Grant Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the State or State organization serving as the Applicant (State) and that administers, on behalf of the State, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, certifies and assures on behalf of itself and its subrecipients as follows:
 - (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

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- (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (5) The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by subsections 3012(b)(3) and (4) of SAFETEA-LU, for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. The State assures that each subrecipient either is recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310.
- C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the State concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities.
- D. In compliance with 49 U.S.C. 5310(d)(2)(A) and section 3012(b)(2) of SAFETEA-LU, the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;
- E. In compliance with 49 U.S.C. 5310(d)(2)(C), the State certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU will be distributed on a fair and equitable basis; and
- F. In compliance with 49 U.S.C. 5310(d)(2)(B) and subsection 3012(b)(2) of SAFETEA-LU, the State certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

15. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

Each Applicant for Nonurbanized Area Formula Grant Program assistance authorized under 49 U.S.C. 5311 and State Assistance is required to provide the following certifications. NCDOT may not award Federal assistance for the Nonurbanized Area Formula Grant Program or State assistance until the Applicant provides these certifications by selecting Category "15."

The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program for States do not impose, as a pre-condition of award, any explicit certification or assurance requirements established specifically for that program. Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program assistance. Separate certifications and assurances (not included herein) have been established for an Indian tribe that is a direct FTA Applicant for Tribal Transit Program assistance authorized by 49 U.S.C. 5311(c)(1).

Before FTA may award Nonurbanized Area Formula Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5311. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications and assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective

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subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311. The State and Subrecipient must select Category "(15)."

The State or State organization serving as the Applicant and that administers, on behalf of the State (State) the Nonurbanized Area Formula Program for States authorized by 49 U.S.C. 5311, assures on behalf of itself and its Subrecipients as follows:

- A. The State has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
- B. The State has or will have satisfactory continuing control over the use of project equipment and facilities;
- C. The State assures that the project equipment and facilities will be adequately maintained;
- D. In compliance with 49 U.S.C. 5311(b)(2)(C)(i), the State's program has provided for a fair distribution of Federal assistance authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State;
- E. In compliance with 49 U.S.C. 5311(b)(2)(C)(ii), the State's program provides or will provide the maximum feasible coordination of public transportation service to receive assistance under 49 U.S.C. 5311 with transportation service assisted by other Federal sources;
- F. The projects in the State's Nonurbanized Area Formula Program are included in the Statewide Transportation Improvement Program and, to the extent applicable, the projects are included in a metropolitan Transportation Improvement Program;
- G. The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5311(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
- H. In compliance with 49 U.S.C. 5311(f), the State will expend not less than fifteen (15) percent of its Federal assistance authorized under 49 U.S.C. 5311 to develop and support intercity bus transportation within the State, unless the chief executive officer of the State, or his or her designee, after consultation with affected intercity bus service providers, certifies to the Federal Transit Administrator, apart from these certifications and assurances herein, that the intercity bus service needs of the State are being adequately met.

16. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications. NCDOT may not award Federal assistance for the JARC Formula Grant Program until the Applicant provides these certifications by selecting Category "16."

- A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(I), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:
 - (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment

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- of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
- (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (6) In compliance with 49 U.S.C. 5316(f)(1) and 49 U.S.C. 5307(d)(1)(F), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct a statewide solicitation for applications, and make awards on a competitive basis; and that these activities will be carried out in a manner that complies with or will comply with 49 U.S.C. 5307(c);
 - (7) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(h) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;
 - (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); and (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements).
- B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
 - C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;
 - D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;
 - E. In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public; and
 - F. In compliance with 49 U.S.C. 5316(c)(3), before the Applicant uses funding apportioned under 49 U.S.C. 5316(c)(1)(B) or (C) for projects serving an area other than that specified in 49 U.S.C. 5316(2)(B) or (C), the Applicant certifies that the chief executive officer of the State, or his or her designee will have certified to the Federal Transit Administrator, apart from these certifications herein, that all of the objectives of 49 U.S.C. 5316 are being met in the area from which such funding would be derived.

17. NEW FREEDOM PROGRAM

Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications. NCDOT may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category "17."

- A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program

State Fiscal Year 2011 Community Transportation Programs
Federal and State Assistance Certifications and Assurance

assistance authorized under 49 U.S.C. 5317 certifies and assures on behalf of itself and its subrecipients, if any, as follows:

- (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
 - (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
 - (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
 - (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
 - (5) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
 - (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);
- B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;
- C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;
- D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis; and
- E. In compliance with 49 U.S.C. 5317(f)(3), the Applicant certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and through participation by the public.

**18. NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION VEHICLE USE**

The Applicant agrees that all vehicles purchased with State and/or Federal funds, including existing vehicles and any vehicles purchased in the future, shall only be used for the provision of public transportation services (Revenue). Staff members shall not use any vehicles purchased with State and/or Federal funds for other purposes including administrative.

##

Selection and Signature Page(s) follow

**FEDERAL (FTA) AND STATE (NCDOT) CERTIFICATIONS AND ASSURANCES FOR
 COMMUNITY TRANSPORTATION PROGRAMS
 STATE FISCAL YEAR 2011**

Legal Name of Applicant: UNION COUNTY

The Applicant agrees to comply with applicable provisions of Categories 01 – 18.

Accept

OR

The Applicant agrees to comply with the applicable provisions of the following Categories it has selected:

Category	Description	Accept
01.	Assurances Required For Each Applicant.	<input type="checkbox"/>
02.	Lobbying.	<input type="checkbox"/>
03.	Procurement Compliance.	<input type="checkbox"/>
04.	Protections for Private Providers of Public Transportation.	<input type="checkbox"/>
05.	Public Hearing.	<input type="checkbox"/>
06.	Acquisition of Rolling Stock for Use in Revenue Service.	<input type="checkbox"/>
07.	Acquisition of Capital Assets by Lease.	<input type="checkbox"/>
08.	Bus Testing.	<input type="checkbox"/>
09.	Charter Service Agreement.	<input type="checkbox"/>
10.	School Transportation Agreement.	<input type="checkbox"/>
11.	Demand Responsive Service.	<input type="checkbox"/>
12.	Alcohol Misuse and Prohibited Drug Use.	<input type="checkbox"/>
13.	Intelligent Transportation Systems.	<input type="checkbox"/>
14.	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.	<input type="checkbox"/>
15.	Nonurbanized Area Formula Program.	<input type="checkbox"/>
16.	Job Access and Reverse Commute Program.	<input type="checkbox"/>
17.	New Freedom Program.	<input type="checkbox"/>
18.	Prohibited Use of Federal/State Funded Vehicles.	<input type="checkbox"/>

STATE FISCAL YEAR 2011
FEDERAL/STATE CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants)

AFFIRMATION OF APPLICANT

Legal Name of Applicant:
UNION COUNTY

Name and Relationship of Authorized Representative:

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) and for State assistance in State Fiscal Year 2011.

The State of North Carolina and FTA intend that the certifications and assurances the Applicant selects on the preceding certifications and assurances category selection page, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek State or FTA assistance during State Fiscal Year 2011.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to the State and FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to the State and FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature of Authorized Official

Date Signed

Name/Title of Authorized Official

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Legal Name of Applicant):
UNION COUNTY

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature of Attorney for Applicant

Date Signed

Name of Attorney for Applicant

Each Applicant for State or FTA financial assistance and each State or FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this State fiscal year.

**FY2011 COMMUNITY TRANSPORTATION PROGRAM GRANT APPLICATION
 NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 FEDERAL SECTION 5311 & STATE FUNDING
 TRANSIT SYSTEM DESCRIPTION**

1. GENERAL INFORMATION

APPLICANT'S LEGAL NAME: Union County

MAILING ADDRESS: 610 PATTON AVENUE

PO Box or Street Address

MONROE NC 28110

City, State Zip

PHYSICAL ADDRESS: 610 PATTON AVENUE

Street Address

MONROE NC 28110

City, State

TAXPAYER IDENTIFICATION NUMBER: 566-000-345

CONTACT PERSON: ANNETTE SULLIVAN

PHONE NUMBER: 704-292-2566

Area Code & Phone Number

FAX NUMBER: 704-283-3551

Area Code & Phone Number

EMAIL ADDRESS: Annette.Sullivan@co.union.nc.us

2. TYPE OF APPLICANT

Public County Government

3. TYPE OF TRANSIT SYSTEM

Single-County

4. TYPE OF SERVICE – (check “all” that apply)

Demand Response

Fixed Route

Subscription

Other: (specify below)

Deviated Fixed Route

5. SERVICE OPTIONS – (check “all” that apply)

General Public

Brokerage (Contractual service not a referral)

Human Service

Other: (describe below)

COORDINATION WITH ANSON COUNTY

6. PURCHASE SERVICE - List agencies that purchase service from the transit system. Note: List agency ONCE

Agency 1

Name: UC DEPT OF SOCIAL SERVICES

Check if agency purchased service last year

List Programs Served:

- 1) MEDICAID
- 2) TITLE XX
- 3) WORK FIRST
- 4) LINK
- 5) _____

Agency 2

Name: UC SENIOR NUTRITION

Check if agency purchased service last year

List Programs Served:

- 1) CONGREGATE NUTRITION
- 2) HOME DELIVERED PROGRAM
- 3) _____
- 4) _____
- 5) _____

Agency 3

Name: UC HEALTH DEPARTMENT

Check if agency purchased service last year

List Programs Served:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Agency 4

Name: UC VETERANS SERVICE

Check if agency purchased service last year

List Programs Served:

- 1) CHARLOTTE CLINIC
- 2) SALISBURY CLINICS
- 3) DURHAM
- 4) WINSTON SALEM
- 5) _____

Agency 5

Name: DEVELOPMENTAL DISABILITY RESOURCES

Check if agency purchased service last year

List Programs Served:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Agency 6

Name: UNION DIVERSIFIED INDUSTRIES

Check if agency purchased service last year

List Programs Served:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Agency 7

Name: TYSON FOODS

Check if agency purchased service last year

List Programs Served:

- 1) WORKMAN'S COMP
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Agency 8

Name: ZURICH

Check if agency purchased service last year

List Programs Served:

- 1) WORKMAN'S COMP
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Agency 9

Name: VOCATIONAL REHABILITATION

Check if agency purchased service last year

List Programs Served:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Agency 10

Name: _____

Check if agency purchased service last year

List Programs Served:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

7. REVENUE VEHICLE INVENTORY BY CATEGORY

—————▶ Important - (If a vehicle has been replaced and the transit system has received the title from PTD, the vehicle should not be included in this inventory.)

<u>0</u>	Center Aisle Van	<u>0</u>	22-Ft LTV (Cutaway) (no lift)
<u>6</u>	Conversion Van	<u>0</u>	22-Ft LTV (Cutaway) (w/lift)
<u>9</u>	Lift-Equipped Van	<u>0</u>	25-Ft LTV (Cutaway) (no lift)
<u>6</u>	Minivan	<u>0</u>	25-Ft LTV (Cutaway) (w/lift)
<u>0</u>	Transit Bus	<u>0</u>	Other: (describe below)

8. FLEET SIZE

21 Total **Revenue** Vehicles in Fleet
0 Backup **Revenue** Vehicles
9 Total Lift-Equipped Vehicles

9. DAYS AND HOURS OF SERVICE (Check all that apply and enter corresponding service hours):

DAYS	Beginning Time	SERVICE HOURS	Ending Time
<input type="checkbox"/> Seven (7) days per week	_____		_____
<input checked="" type="checkbox"/> Monday - Friday	<u>5:00 A.M.</u>		<u>6:30 P.M.</u>
<input type="checkbox"/> Saturday	_____		_____
<input type="checkbox"/> Sunday	_____		_____
<input type="checkbox"/> Holiday	_____		_____

10. SYSTEM MANAGEMENT & OPERATION

A. Is the **Management/Administration** of the transit system currently subcontracted? No
 If **yes**, answer the following:

Name of the Management provider: _____

When will the new RFP process begin? _____

Are employees of the subcontractor represented by a labor organization (union)? _____

If so, provide the following:

Name of Union: _____

Example: Amalgamated Transit Union Local #1437

B. Is the **Operation** of the transit system currently subcontracted? No
 If **yes**, answer the following:

Name of the service provider: _____

When will the new RFP process begin? _____

Are employees of the subcontractor represented by a labor organization (union)? _____

If so, provide the following:

Name of Union: _____

Example: Amalgamated Transit Union Local #1437

11. PUBLIC INVOLVEMENT – Please complete the chart below to document outreach efforts.

Organizations / Events	Date / Time	Location	Number of Attendees	Primary Audience	Number Title VI Forms Completed
1) SENIOR EXPO	10-12-09 10:-3:00	UC AGRICULTURE CENTER WINGATE NC	275+	Elderly	0
2) COMMUNITY ACTION	8-27-09 9-10:00	WINCHESTER AVENUE , MONROE NC	12	General Public	0
3) UNION COUNTY HOMEMAKER'S CLUB	9-15-09 1:00-2:00	POTTER'S ROAD , WAXHAW NC	15	Women	0
4) SERVICES FOR THE BLIND WORKSHOPS	10-14-09 11:00-12	ELLEN FITZGERALD SENIOR CENTER, MONROE, NC	10	General Public	0
5)					
6)					
7)					
8)					
9)					
10)					

- A. Is a governing board approved formalized public involvement plan in use? No
 If **yes** (complete questions below)
- Is that plan evaluated and updated at least annually? _____
- Does that plan have defined objectives? _____
- Are those objectives being met? _____

If **no** – Describe below how the effectiveness of the public involvement efforts are evaluated and/or improved.

WE REVIEW NEW PASSENGER REGISTRATIONS IMMEDIATELY FOLLOWING PARTICIPATION IN A COMMUNITY EVENT. ALSO, IF WE FEEL THERE WAS NOT AMPLE INTEREST IN INFORMATION REGARDING OUR SYSTEM WE MAY OPT NOT TO PARTICIPATE THE NEXT YEAR AND LOOK FOR NEW OPPORTUNITIES. WE SURVEY PASSENGERS AND SOLICIT INPUT FROM OUR PARTICIPATING AGENCIES AS WELL AS THE GENERAL PUBLIC TO PROVIDE FEEDBACK ON THE SERVICE WE PROVIDE. WE CONTINUE TO MONITOR THE FORMAT AS WELL AS THE CONTENT OF INFORMATION THAT WE PROVIDED TO ASSURE THAT IT REFLECTS WHAT THE PUBLIC SEEMS TO BE MOST INTERESTED IN RECEIVING.

B. Describe Public Outreach Methods:

Select the ONE word that most accurately completes the sentence



Information dissemination is Always written.

Public meeting times are Never between 8 AM and 5 PM.

Information is Always available in an audible format.

Information is Usually available in a language other than English.

Reasonable access is Always available for those with a disability.

12. ADMINISTRATIVE CHANGES - Describe administrative changes to be incorporated during FY2011 in the space below. A new job description must be attached for (1) any new administrative positions or (2) any increase in the percentage of a position dedicated to transportation.
If **NONE** check here: Check here if job description(s) attached:

13. SERVICE CHANGES - Describe service changes anticipated to be incorporated during FY2011 in the space below.
If **NONE** check here:

(Note: Include in your description the rationale for the anticipated change in service. For example, the anticipated change is due to customer feedback, marketing or other efforts.)

When Supplemental Funding became available, we increased service and did not increase fleet. We utilized back up vehicles to cover the increase and this has left us without backup when vehicles or lift equipment go down. If VUD data is reviewed for the last and the current year it will show that most days we have all of our fleet on the road providing revenue service for some portion of the day.

How will the public be notified of the changes described above?

N/A

How much lead-time is given before changes take effect?

N/A

14. CAPITAL - In the chart below, list and provide narrative justification for any of the following FY2011 capital requests:

- * Baseline Technology
- * Expansion Vehicle
- * Radio Equipment
- * Telephone Equipment

If NONE check here:

List in order of priority. See Capital Replacement Schedule for documentation requirements

	Capital Category	Narrative Description / Justification	Supporting Documentation
1)	Expansion Vehicle	When Supplemental Funding became available, we increased service and did not increase fleet. We utilized back up vehicles to cover the increase and this has left us without backup when vehicles or lift	Complete Item 13 above for Expansion Vehicle
2)	Radio Equipment	Union County is currently in the process of changing over our radio system to the 800 P257X System. Purchase of this base station, portables and mobile units will enable us to inneroperability with all	Communication Evaluation
3)			
4)			
5)			
6)			
7)			
8)			
9)			
10)			

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 1, 2010

Action Agenda Item No. 7
(Central Admin. use only)

SUBJECT: Child Support Enforcement Transition Plan (*Estimated time: 20 minutes)

DEPARTMENT: Central Admin

PUBLIC HEARING: No

ATTACHMENT(S):
Evaluation Matrix
Sample Contract

INFORMATION CONTACT:
Wesley Baker

TELEPHONE NUMBERS:
704-283-3630

DEPARTMENT'S RECOMMENDED ACTION: Authorize the County Manager to approve an agreement with YoungWilliams within parameters no less favorable to the County than those contained in the firm's proposal.

BACKGROUND: At the December 15, BOCC meeting, County staff presented information regarding the Child Support Enforcement (CSE) functions and the State mandate requiring counties to assume financial responsibility for CSE operations effective 7/1/10. Several operational models were shared with the Commission with the Board directing County staff to pursue two of the models – in-house and contracting. To gauge the feasibility of contracting, the County, with the assistance of ExecLink (a firm comprised of former senior social service executives), prepared an RFP solicitation.

Union County received three bids (Maximus, Policy Studies Incorporated – PSI and YoungWilliams) from outside vendors to perform the CSE function. A committee of eight people were chosen to evaluate the bids based on 3 factors: (1) qualifications, experience and approach (including documented ability to meet CSE performance goals and to meet the transition approach), (2) financial strength of the vendor/provider, and (3) cost effectiveness and value of proposal pricing. Pricing adjustments were made to the bids so that each one contained all the elements of the CSE function. For example, rent was added to all the vendor bids because no bidder included the costs. Court filing fees and court fees were added to two of the vendors' bids because they specifically excluded it from their bids.

Maximus provided the lowest cost proposal; however, their proposal contained numerous exceptions to the RFP, included the least full-time equivalent (FTE's) positions to operate the office and the firm has no experience in the state of North Carolina managing and operating

child support enforcement functions. Maximus also had the lowest projections for achieving critical performance goals. The other two bidders, PSI and YoungWilliams, were remarkably close in their pricing proposals. YoungWilliams proposed slightly more FTE's and their performance projections were higher. Based on the evaluations of the committee members, YoungWilliams was recommended as the best choice for an outside vendor.

The next step was to evaluate the recommended vendor against the option of bringing the CSE function in-house within DSS. In order to be fair to the local CSE office, an invitation to propose was extended to them. The local CSE office was asked to present realistic goals of certain performance factors and to identify the FTE requirement to achieve those goals for the fiscal year 2011. The State CSE office assisted the local CSE office in preparing the response.

The performance goals that the local CSE office proposed were remarkably similar to those of YoungWilliams. For collections (amount of payments made by non-custodial parents), the local CSE office estimated \$10.5 million and YoungWilliams estimated \$10.78 million. For percent of payment on arrears (percentage of arrears cases for which payments are being collected), the local CSE office projected 65% with YoungWilliams also projecting 65%. For the number of cases under order (court order requiring non-custodial parent to make payments), the local CSE office estimated 90% and Young-Williams estimated 88.8%. However, the local CSE office proposed 22 FTE's to reach their goal (this did not include an attorney to handle court actions) while YoungWilliams proposed 15 FTE's including an attorney. With the addition of the extra positions, the local CSE office pricing was approximately \$387,000 higher than YoungWilliams' pricing.

Given that the local CSE office, under current State staffing levels has 15 positions, County staff also analyzed a scenario based on current staffing levels. Based on a current staffing level of 15 positions (plus 1 for legal services), the estimated cost of a CSE in-house model is \$1,135,000 versus YoungWilliams cost of \$1,142,000 – a \$7,000 difference.

CSE operations cost, both direct and indirect, are eligible for federal reimbursement. Indirect costs are those costs attributable to central support services (finance, personnel, purchasing, legal, county manager, internal audit, information technology, court system, sheriff). The extent to which indirect costs can be applied to CSE functions, and therefore receive federal reimbursement, is a function of the degree to which the support services are impacted by CSE operations. For instance, if CSE operations are contracted, personnel costs in the County's Human Resource Department are generally not allocable to CSE operations because the County HR function is not involved. The court system and Sheriff costs would be eligible for federal participation regardless of CSE model – in-house or contracting.

Analyzing the net cost (after applying federal reimbursements) to the County, the YoungWilliams proposal is estimated at \$251,000 while the in-house (15 FTE plus 1 legal) cost is estimated at \$220,000 – a difference of \$31,000. The in-house model contains a lower cost exclusively due to the ability of the County to obtain federal reimbursement on central service operations (personnel, finance, etc.). However, since central support functions are increasingly overburdened, the financial analysis associated with the in-house model does include costs equivalent to 1 FTE support position.

Performance goals are critical to a successful child support enforcement program for at least two reasons. First, a successful CSE program is critical to ensuring an adequate quality of life for the custodial parent and family. Second, the federal government provides additional financial

incentives for successful programs.

While there are numerous performance indicators used by the federal government in awarding incentive payments, three critical indicators are collections, arrears and cases under order. YoungWilliams' performance indicators exceed those of the in-house model in all three cases – more money in the hands of custodial parents (\$10.7 million versus \$9 million), more arrears cases that are being collected upon and more families receiving child support payments. It is probable that the incentive payments (which are not included in any of the analysis) will likely eliminate the \$31,000 difference cited in the 2nd previous paragraph. Actual collection amounts and performance indicators from the FY2009 were used to evaluate the in-house model, because those figures were believed to be the most reliable.

When addressing the question of how YoungWilliams would handle existing local CSE office employees, this was their answer. "We gather all available information regarding current employee pay, benefits and expectations. We then perform a gap analysis to identify and resolve any potential problem areas that might impact morale during a transition. We have the flexibility to make adjustments such as "grandfathering" existing Paid Time Off (PTO) accrual rates and waiving benefit eligibility requirements. The end result is that almost all qualified employees successfully transition to YoungWilliams."

With the short amount of time left to implement a transition plan and be fully operational by July 1, 2010, the committee felt that YoungWilliams' implementation plan was superior to any that the County might develop and execute. YoungWilliams has proven experience in getting a program up and functioning within a short time frame. The firm also has employee training programs already in place that the County does not have. Their transition plan is scheduled to begin in mid-March, so it is imperative that a decision be made as quickly as possible. Considering that the contract still has to be negotiated, time is of the essence.

FINANCIAL IMPACT: \$250,961 to the County. This amount would be reduced by any performance incentive money that the County would receive.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Measurements	PSI	MAXIMUS	YOUNG-WILLIAMS	LOCAL CSE OFFICE	LOCAL
# of FTE positions inc. legal	14.25	13	15	23	16
# of FTE overhead positions				1	1
Collections					
Best Year				\$9,010,459	
Current Year-to-date				\$5,005,968	
Projected for 2010-2011	\$9,460,982	\$9,900,000	\$10,783,777	\$10,500,000	\$9,010,459 (FY2009)
Collections on Arrears					
Best Year				60.5% (FY2008)	
Current Year-to-date				51.4% (FY2010)	
Projected for 2010-2011	61.3%	66.3%	65.0%	65.0%	60.3% (FY2009)
% of Cases under order					
Best Year				83.1% (FY2009)	
Current Year-to-date				81.1%	
Projected for 2010-2011	85.1%	85.1%	88.8%	90.0%	83.1% (FY2009)
Cost					
Fee Basis (2010-2011)	\$1,135,495	\$1,064,909	\$1,141,838	\$1,528,213	\$1,134,881
Percentage of Collection Yr 1	11.29%	9.66%	11.34%		
Percentage of Collection Yr 2	10.31%	8.46%	11.01%		
Fed Re-imb.+ Ind. Cost Re-imb.	\$886,646	\$839,565	\$890,877	\$1,177,654	\$915,301
Net Cost to County	\$248,849	\$225,344	\$250,961	\$350,559	\$219,580
Exceptions to the RFP	None	5	None	N/A	N/A
Evaluation points (by team of 7)	547	443	657	N/A	N/A

**CONTRACT FOR CHILD
SUPPORT ENFORCEMENT SERVICES**

This Agreement is made and entered into this _____ day of _____, 2010, by and between YoungWilliams, a foreign corporation which is authorized to do business in the State of North Carolina, hereinafter referred to as "Contractor", and _____ County, North Carolina, hereinafter referred to as "the County". This Agreement is made pursuant to the authority conferred upon the County pursuant to N.C. Gen Stat. Section 110-141 and N.C. Gen Stat. Section 153A-259.

WITNESSETH:

Whereas, the County is authorized to contract with any governmental agency, person, association, or corporation for the provision of social services; and

Whereas, the County is required to operate a program for child support enforcement pursuant to the authority conferred upon it by the North Carolina General Assembly; and

Whereas, the County and the Contractor have negotiated a contract for the performance of certain technical and professional services, and the County wishes to enter into an agreement with Contractor to become the Designated Representative as that term is defined in N.C. Gen. Stat. Section 110-129(5) for the County and operate the Child Support Enforcement Program therein; and

Now, therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

1.0 Scope of Work – Performance

Contractor agrees to perform all the duties and obligations set forth in the Request for Proposal issued by the County and the bid submitted by Contractor; both are made a part of this contract as though fully written herein.

The Contractor will provide the total administration of the IV-D Child Support Enforcement Program in the County consistent with all Federal and State Laws. This will be accomplished by working in close relationship with the County and all other agencies attendant to the Child Support Enforcement Program.

2.0 Amendment

Contractor shall sign such additional documents required by Federal or State Law in order to accomplish the purpose of this contract.

No modification or change of any provision in this Contract shall be made, or be construed to have been made, unless such modification is agreed to in writing by the Contractor and the County, and incorporated into a written amendment to the Contract. Except, County has the right to require revision made in the scope of work necessary to meet new or revised rules, regulations, laws, policies, and standards. Such written requests shall be made by the Contract Administrator. Contractor shall advise the County upon receipt of any information pertaining to changes in law, rules, and regulations affecting the operation of the Child Support Enforcement Program. It shall be the responsibility of the Contractor to keep its staff up to date about all changes. Any changes required by law or regulation in order for the Contractor to meet its duties as defined in this Agreement shall not necessitate an amendment to this Contract.

3.0 Contract Period and Compensation

Contract shall commence on July 1, 2010 and shall continue until June 30, 2011 (“a contract year”). This Contract is contingent upon receipt of Federal funding; any reduction or withdrawal of funding shall constitute grounds for County to forthwith terminate all or portion of this contract.

This agreement shall automatically renew at the end of each contract year for up to three (3) additional one (1) year periods upon the same terms and conditions as set forth herein. The compensation for each contract year shall be as follows:

Year One (1) \$ _____

Year Two (2) \$ _____

Year Three (3) \$ _____

Year Four (4) \$ _____

4.0 Termination for Default

If the Contractor shall fail to perform its Contractual obligations and duties, after having been given a reasonable opportunity to do so, the County shall thereupon have the right to terminate this Contract by mailing written notice to the Contractor of such termination and specifying the effective date thereof. A reasonable opportunity to perform under this Contract is defined as within ten (10) days of notification of default.

The Contractor is not deemed to have failed to perform if its failure is the result of substantial and/or material breach of Contract by the County or a substantial and/or material mistake/error by the State of North Carolina making compliance impossible or impracticable.

4.1 Payments Upon Default

4.2 In the event of termination for default, the Contractor shall be paid pro-rata compensation for services rendered up to the effective termination date less any monies owed the County.

4.2.1 Liability Upon Default

If the Contract is terminated for default, the Contractor shall be liable to the County for any and all damages of any type and nature sustained by the County and arising out of or relative to said breach. In such event, the County shall have the right to pursue Contractor for any and all legal remedies available to the County as a result of said default including pursuing payment on Contractor's bond provided as an incident and condition of this Contract.

5.0 Termination for Convenience

- (a) The County may terminate without cause in whole or in part whenever for any reason, in its sole discretion, the County shall determine that such termination is in the County's best interest. If the County terminates the Agreement for convenience, the Contractor shall be paid a pro-rata compensation for services rendered up to the effective termination date, less any monies owed the County.
- (b) In the event that the County exercises its right to terminate the contract for convenience, the County shall notify the Contractor at least sixty (60) days prior to such termination.

5.1 Transition

Contractor will ensure the integrity of all data during the period between the decision to terminate through the date of termination. The Contractor will make staff available to the County to assist in the transition from Contractor to County operations.

6.0 Assignment

The Contractor shall not assign or transfer any interest in this Contract.

7.0 Place of Contract

It is agreed between the parties hereto that the place of this Contract, its situs and forum, shall be in State Courts of North Carolina in the County, and in said County and State shall all matters, whether surrounding in Contract or tort relating to the validity, construction, interpretation, and enforcement of this Contract be determined. The office for actual operations shall be determined by agreement between County and Contractor.

8.0 Waiver of Breach

Waiver of any breach of any term or condition of this Contract shall not waive any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by written instrument signed by the parties hereto.

9.0 Indemnification

Contractor shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorneys fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by Contractor hereunder, resulting from the negligence of/or the willful act or omission of Contractor, his agents, employees and subcontractors.

10.0 Insurance

Contractor shall maintain insurance from companies licensed to write business in North Carolina and acceptable to the County, of the kinds and minimum amounts specified below.

10.1 Certificates and Notice of Cancellation

Before commencing work under this contract, Contractor shall furnish the County with certificates of all insurance required below. Certificates shall indicate the type; amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by the County.

10.2 Workers Compensation and Employers Liability Insurance

Covering all of the Contractor's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's liability insurance providing limits at least in the amount of \$100,000/500,000/100,000 applicable to claims due to bodily injury by accident or disease.

10.3 Commercial General Liability

Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The policy shall provide liability limits at least in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limits, applicable to claims due to bodily injury and/or property damage. The County shall be named as an additional insured under this policy.

10.4 Automobile Liability Insurance

Covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of \$500,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

10.5 Professional Liability Insurance

The Contractor will be required to take out and maintain Professional Liability Insurance providing liability insurance limits at least in the amount of \$1,000,000. The Contractor will be required to maintain this coverage for a period of at least two (2) years beyond substantial completion of the contract.

10.6 Employee Dishonesty Coverage

Including coverage for loss due to the dishonest acts of Contractors employees while acting alone or in collusion with other limits of coverage shall be at least in the amount of \$100,000 per employee/loss. The County shall be named additional insured.

10.0 Performance Bond

No performance bond shall be required.

11.0 Independent Contractor

It is mutually understood and agreed that Contractor is an independent contractor and not an agent of County, and as such, Contractor, his or her agents and employees shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, worker's compensation, or pension or retirement benefits.

12.0 Compliance with Civil Rights Laws – Equal Opportunity Employment

The Contractor hereby assures that it shall comply with Title VII of the Civil Rights Act to the end that no person shall, on the grounds of age, race, creed, sex, or national origin be excluded from participation in, be denied the benefits of, be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract.

The nondiscrimination clause contained in Section 202 Executive Order 11246 as amended by Executive Order 11375, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, age or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

Program for Employment of the Handicapped (Affirmative Action) Regulations issued by the Secretary of Labor of the United States in Title 20, Part 741, Chapter VI, subchapter V of the Code of Federal Regulations, pursuant to the provisions of Executive Order 11758 and Section 503 of the Federal Rehabilitation Act of 1973 and the Americans Disability Act of 1992 are incorporated herein.

13.0 Force Majeure

Neither the Contractor nor the County shall be deemed to have breached the contract if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes are specifically restricted to acts of God, fires, quarantine restrictions, freight embargos and/or State computer system failures not attributable to Contractor's negligence. If Contractor's failure to perform is not the result of causes beyond its control or acts of God, Contractor will be liable. Any change in market conditions and/or economic environment shall not constitute a force majeure.

14.0 Invoices and Payments

The County shall make payments for the invoiced amount by the 15th day of the month following the month of service or within fifteen (15) days of receipt of the invoice, whichever is later.

15.0 Notices and Invoices

Within a reasonable time after signing of this contract, the County will notify Contractor where all notices shall be delivered to the County. All invoices shall be delivered by the Contractor to the County Manager or their designee.

All notices shall be delivered to the Contractor at the address below or such other address or party as designated:

YoungWilliams, P.C.
Attention: Robert Wells, President
P. O. Box 23059
Jackson, Mississippi 39225

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

16.0 Annual Audit Report

The Contractor shall provide the County with a copy of its annual audit report prepared by the Contractor's external certified public accountant within one hundred twenty (120) days of the end of the Contractor's fiscal year. In addition, the Contractor shall provide to the County quarterly financial statement, upon request.

17.0 Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end of the Terms and Condition of this Contract are declared severable.

18.0 Contract Administrator

The Contract Administrator for the County is the County Manager or their designee. Such other designation shall be in writing.

IN WITNESS WHEREOF, the Contractor and County have executed this agreement in quadruplicate, one of which is retained by each of the parties and one sent to the County, and an additional copy for the County Finance Director, effective the day and year first above written.

_____ County, North Carolina

BY:

Young Williams, P.C. d/b/a Child Support Services

By: Robert Johnson,
YoungWilliams, P.C.
President of Operations

Contract Language for General Services

I. Performance

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements.

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage component is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

(10) Include any additional safeguards that may be appropriate.

II. Criminal/Civil Sanctions:

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of return or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552A(l)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individual identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any

person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. Inspection

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

YoungWilliams, P.C.

Attachment M

CONTRACT PROVISIONS ARRA Funds

By submission of a proposal, Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

Reporting Requirements

The Contractor is notified that this project will be financed with *American Recovery and Reinvestment Act of 2009* (hereinafter, "ARRA") Funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to Title XV, Section 1512 of the ARRA, the State shall require that the Contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retained by this contract from the Contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

Posting with the Local Employment Security Commission

In addition to any other job postings the Contractor normally utilizes, the Offices of Economic Recovery & Investment (hereinafter "OERI") requires that the Contractor shall post with the local Employment Security Commission Office all positions for which he intends to hire workers as a result of being awarded this contract. Labor and semiskilled positions must be posted for at least 48 hours before the hiring decision. The Contractor and any Subcontractor shall report the new hires in the manner prescribed by the Employment Security Commission and the OERI.

Required Contract Provision to Implement ARRA Section 902

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Authority of the Inspector General provision

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Buy American provision

Section 1605 of the ARRA requires that iron, steel and manufactured goods used in public buildings or public works projects be manufactured in the United States. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain written exception from this provision from the agency issuing the contract.

Wage Rate Provision

Section 1606 of the ARRA requires that all laborers and mechanics employed by contractors and subcontractors with funds from the ARRA shall be paid wages at rates not less than the prevailing wage rate under the Davis-Bacon Act. The contractor agrees that by submission of a proposal in response to a solicitation funded in whole or in part with recovery funds, continuous compliance will be maintained with the Davis-Bacon Act.

Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Whistleblower Provisions

Contractors understand and acknowledge that Article 14 of Chapter 124, NCGS 126-84 through 126-88 (applies to the State and state employees), Article 21 of Chapter 95, NCGS 95-240 through 85-245 (applies to anyone, including state employees), and Section 1553 of the Recovery Act (applies to anyone receiving federal funds), provide protection to State, Federal and contract employees.

Outsourcing outside the USA without Specific Prior Approval Provision

Contractor agrees not to use any recovery funds from a contract or any other performance agreement awarded by the State of North Carolina, its agencies, or political subdivisions for outsourcing outside of the United States, without specific prior written approval from the Agency issuing the contract.

Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Anti-Discrimination and Equal Opportunity

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2008, recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Office of State Budget and Management Access to Records

OERI requires that the contractor and subcontractor agree to allow the Office of State Budget and Management internal auditors and state agency internal auditors access to records and employees pertaining to the performance of any contract awarded by a public agency.

Signature Title

Agency/Organization Date

(Certification signature should be same as Contract signature)

C**E****MEMORANDUM**

AGENDA ITEM

8
MEETING DATE 3-1-10

Capital Management & Engineering

DATE: February 25, 2010

TO: Al Greene – Union County Manager
Barry Wyatt – Union County General Services Director

FROM: Myron George – Capital Management & Engineering

COPY: Wanda Smith – Parks and Recreation Director

SUBJECT: Jesse Helm Park Entrance
Bid No. 2010-008

The referenced project was originally bid on June 18, 2009. Due to permit issues the project was rebid on February 17, 2010 to include additional sediment control and water quality measures. Two bids were received.

We have checked the extensions of the unit prices and plan quantities for the bids received. The price extensions sum correctly for the prices bid by both contractors. The project was bid with a base bid and three alternates. This was done to allow for the award of the contract up to the amount available for this project. Blythe Development's bid prices for the base bid, base bid plus Alt 1, base bid plus Alts 1 and 2 and base bid plus Alts 1, 2 and 3 are all lower than the corresponding prices bid by McCollum Trucking and Grading.

The results of the bid are as follows:

Original Bid

- | | |
|---|--------------|
| 1) Blythe Development Co. (Low Bid) | \$466,794.00 |
| 2) Average of Original Bids (7 Bidders) | \$597,005.11 |

Rebid

- | | |
|-------------------------------------|--------------|
| 1) Blythe Development Co. (Low Bid) | \$482,998.25 |
| 2) McCollum Trucking | \$488,455.36 |

Based on this review, we recommend that the construction contract for the Jesse Helms Park Entrance project be awarded to the lowest responsible and responsive bidder, Blythe Development Company.

If you need additional information, please let us know.

UC-003 M DJE Award Recommendation 2-25-10

Union County Parks and Recreation
 Union County, Monroe, North Carolina
 Jesse Helms Park Entrance
 Bid Tabulation Check - Rebid on February 17, 2010

Pay Item No.	Pay Item Description	Plan Quantity	Units	First Bid (June 2009)			Rebid (February 2010)				
				Low Bid		Average of Bids		Blythe Development Co.		McCollum Trucking & Grading	
				Bid Unit Price	Extension	Bid Unit Price	Extension	Bid Unit Price	Extension	Bid Unit Price	Extension
BASE BID											
1	Mobilization	1	LS	\$12,250.00	\$12,250.00	\$18,892.86	\$18,892.86	\$12,600.00	\$12,600.00	\$18,500.00	\$18,500.00
2	Excavation and Embankment	1	LS	\$115,000.00	\$115,000.00	\$118,321.71	\$118,321.71	\$126,250.00	\$126,250.00	\$94,619.00	\$94,619.00
3	Erosion Control	1	LS	\$20,000.00	\$20,000.00	\$35,464.57	\$35,464.57	\$17,000.00	\$17,000.00	\$29,102.00	\$29,102.00
4	Supply Precast Concrete Arch	1	LS	\$170,000.00	\$170,000.00	\$183,246.29	\$183,246.29	\$145,000.00	\$145,000.00	\$137,298.82	\$137,298.82
5	Install Precast Concrete Arch	1	LS	\$45,000.00	\$45,000.00	\$100,828.57	\$100,828.57	\$39,200.00	\$39,200.00	\$74,607.00	\$74,607.00
6	Class B Concrete Below Footer	1	LS	\$6,500.00	\$6,500.00	\$11,285.00	\$11,285.00	\$6,000.00	\$6,000.00	\$21,220.00	\$21,220.00
7	Retaining Wall	1	LS	\$38,000.00	\$38,000.00	\$62,625.00	\$62,625.00	\$46,770.00	\$46,770.00	\$36,521.10	\$36,521.10
13	Type III Barriadas	1	LS	\$3,190.00	\$3,190.00	\$1,605.71	\$1,605.71	\$3,225.00	\$3,225.00	\$300.00	\$300.00
17	Bioretention Grassed Cell	1	LS					\$24,700.00	\$24,700.00	\$11,406.53	\$11,406.53
18	Survey of Bioretention Grassed Cell	1	LS					\$2,035.00	\$2,035.00	\$2,906.00	\$2,906.00
	Total of Base Bid			\$409,940.00	\$409,940.00	\$532,269.72	\$532,269.72	\$422,780.00	\$422,780.00	\$426,480.45	\$426,480.45
ALTERNATE 1											
8	Asphalt Concrete Intermediate Course	210	TON	\$69.00	\$14,490.00	\$51.99	\$10,917.00	\$72.00	\$15,120.00	\$53.30	\$11,193.00
9	Asphalt Concrete Surface Course	125	TON	\$75.00	\$9,375.00	\$59.40	\$7,425.00	\$84.00	\$10,500.00	\$53.30	\$6,662.50
10	Asphalt Binder for Plant Mix PG64-22	20	TON	\$1.00	\$20.00	\$429.54	\$8,590.88	\$1.00	\$20.00	\$535.50	\$10,710.00
11	Aggregate Base Course	665	TON	\$18.85	\$12,535.25	\$21.73	\$14,448.55	\$17.75	\$11,803.75	\$20.40	\$13,566.00
12	2'-0" Curb & Gutter	110	LF	\$12.00	\$1,320.00	\$17.79	\$1,956.43	\$11.00	\$1,210.00	\$15.30	\$1,683.00
	Total of Alternate 1			\$37,740.25	\$37,740.25	\$43,337.84	\$43,337.84	\$38,653.75	\$38,653.75	\$43,814.50	\$43,814.50
	Total of Base plus Alternate 1			\$447,680.25	\$447,680.25	\$575,607.55	\$575,607.55	\$461,433.75	\$461,433.75	\$470,294.95	\$470,294.95
ALTERNATE 2											
14	Guardrail	525	LF	\$19.95	\$10,473.75	\$16.46	\$8,643.75				
14	Guardrail	263	LF					\$25.00	\$6,575.00	\$24.48	\$6,438.24
15	Guardrail Anchor Units Type AT1	4	EA	\$760.00	\$3,040.00	\$673.57	\$2,694.29	\$655.00	\$2,620.00	\$459.00	\$1,836.00
19	Steel Beam Guardrail, Single Face	263	LF					\$18.50	\$4,865.50	\$15.19	\$3,994.97
	Total of Alternate 2			\$13,513.75	\$13,513.75	\$11,338.04	\$11,338.04	\$14,060.50	\$14,060.50	\$12,259.21	\$12,259.21
	Total of Base plus Alternates 1 and 2			\$461,194.00	\$461,194.00	\$586,945.59	\$586,945.59	\$475,494.25	\$475,494.25	\$482,554.16	\$482,554.16
ALTERNATE 3											
16	54" Fence	224	LF	\$25.00	\$5,600.00	\$44.91	\$10,059.52	\$33.50	\$7,504.00	\$26.30	\$5,891.20
	Total of Base plus Alternates 1, 2 and 3			\$466,794.00	\$466,794.00	\$597,005.11	\$597,005.11	\$482,998.25	\$482,998.25	\$488,455.36	\$488,455.36

Difference Between Blythe's First Bid and Second Bid Price
 Difference Between Two Bids Received on February 17, 2010

\$16,204.25

\$5,457.11

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET General Capital Project Ordinance Fund
 FISCAL YEAR FY 2009-2010

REQUESTED BY Kai Nelson
 DATE March 1, 2010

PROJECT SOURCES

PROJECT USES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
PR041 - Jesse Helms Park Bridge			
IFT From General Fund	449,200	180,728	629,928
PR040 - Cane Creek Park Camp Ground Welcome / Check-In / Store			
IFT From General Fund	140,017	(110,228)	29,789

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Land and Improvements	449,200	180,728	629,928
Buildings and Improvements	140,017	(110,228)	29,789

589,217 70,500 659,717

589,217 70,500 659,717

EXPLANATION: To adjust CPO for JHP Bridge and reduce CPO for Cane Creek Park Camp Ground Welcome Store.

DATE: _____

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

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

PROJECT USES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
PR041 - Jesse Helms Park Bridge			
IFT From General Fund 40461374-4010-PR041	449,200	180,728	629,928
PR040 - Campground Welcome Store			
IFT From General Fund 40461371-4010-PR040	140,017	(110,228)	29,789

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Land and Improvements 40561374-5570-PR041	449,200	180,728	629,928
Building & Improvements 40561371-5580-PR040	140,017	(110,228)	29,789

589,217 70,500 659,717

589,217 70,500 659,717

Prepared By bl
 Posted By _____
 Date _____

Number CPO - 131

Estimate of Cost to Construct an Access Road from the South and a Pedestrian/Equestrian Bridge Across Lynches Creek for Jesse Helms Park

Roadway Construction	Width	Unit	Length	Unit	Area	Unit	Conversion	Unit	Quantity	Unit	Unit Price	Unit	Extension	Totals (Rounded)	Comments
Mobilization									1	LS	\$5,000	LS	\$5,000		
Surveying									16	HR	\$150	/HR	\$2,400		
Clearing and Grubbing	24	FT	3,640	FT	87,360	SF	43,560	SF/AC	2.01	AC	\$3,000	/AC	\$6,017		Assumes only light C&G needed
Grading	18	FT	3,640	FT	85,520	SF	9	SF/SY	7,280	SY	\$4	/SY	\$29,120		Assumes only minimal borrow/waste
Drainage			320	LF							\$25	/LF	\$8,000		10 crossings at 24 LF of pipe each
8" Aggregate Base Course	18	FT	3,640	FT	65,520	SF	9	SF/SY	7,280	SY	\$9	/SY	\$65,520		
HMA Surface Type 1C (2")	18	FT	3,640	FT	7,280	SY	0.11	TON/SY	801	Tons	\$45	/Ton	\$36,036		
Liquid AC					4.5%				36.04	Tons	\$500	/Ton	\$18,018		
Erosion Control & Stabilization									1	LS	\$4,000	LS	\$4,000		
Roadway Construction Total														\$174,500	
Pedestrian/Equestrian Bridge Construction															
Bridge Structure													\$192,000		12' wide by 180' long Excel Bridge that spans floodplain
Bridge Foundation													\$25,000		
Bridge Installation													\$10,000		
Bridge Construction Total														\$227,000	
Right-of-Way	40	FT	1,800	FT										\$19,500	1.65 acres at \$10k/acre + \$3k legal
Subtotal														\$421,000	
Contingency (15%)														\$63,500	
Subtotal														\$484,500	
Engineering (15% of Road and Bridge)														\$80,500	
TOTAL														\$545,000	

Calculation of Asphalt Tonnage

	Area (SF)	Unit	Conv	Unit	Area (SY)	Thick (IN)	Unit Wt	Unit	Conversion	Unit	Quantity	Units
HMA Surface Type 1C (2")	65,520	SF	9	SF/SY	7,280	2	220	#/SY	2,000	#/Ton	801	Tons

AGENDA ITEM

Marshville / Wingate Wastewater Agreements #

9

Renegotiation Schedule

MEETING DATE 3-1-10

<u>Activity</u>	<u>Duration</u>	<u>End Date</u>
• Provide written notification to Town Managers of the desire to renegotiate agreements	1 week	March 1, 2010
• County Commissioners communicate desire to negotiate new agreements to Mayor and Town Councils asking Councils to agree to move forward and direct their Manager and staff accordingly	1 month	April 1, 2010
• Actions by Town Councils to move forward	1 month	May 2010
• Identify with town staff the major issues and interests that a new agreement needs to address. (See note)	2 months	July 2010
• Obtain concurrence from Town Councils and our Board on major points / positions for this agreement and direction to proceed with negotiations	2 months	September 2010
• Negotiate terms and conditions	4 months	January 2011
• Draft agreement	2 months	March 2011
• Review and approval by governing boards	2 months	May 2011

Estimated time:
approximately
12 to 15 months

Note: Major issues and interests would include updated rates and charges and equitable methods for computing capital and consumption charges, term of agreement, committed capacity, inflow and infiltration reduction, allocation method and timing for new capacity, etc.

CAPITAL PROJECT ORDINANCE AMENDMENT

10
 MEETING DATE 3-1-10 Kai Nelson

BUDGET Water and Sewer CPO Fund
 FISCAL YEAR FY 2009-2010

DATE March 1, 2010

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
WT040- Dodge City Water Line			
Federal CDBG Grant	-	225,434	225,434
IFT from General Fund	71,160	(71,160)	
Other Water & Sewer Projects			
IFT from W&S Oper Fd	63,744,294	(251,160)	63,493,134
Self Help Projects - Other	545,752	71,160	616,912
Other Revenue Sources	42,669,769		42,669,769
	<u>107,030,975</u>	<u>(25,726)</u>	<u>107,005,249</u>

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
WT040- Dodge City Water Line			
Architectural & Engineering	30,000		30,000
Construction	221,160	(25,726)	195,434
Other Water & Sewer Projects			
All Other W&S Capital Proj's	106,779,815	-	106,779,815
		-	
		-	
	<u>107,030,975</u>	<u>(25,726)</u>	<u>107,005,249</u>

EXPLANATION: To adjust CPO for the Water & Sewer CPO Project Dodge City. Funding will be provided from the NC Department of Commerce from a CDBG Grant.

DATE: _____

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

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
WT040- Dodge City Water Line			
Federal CDBG Grant 64471400-4398-WT040	-	225,434	225,434
IFT from General Fund 64471400-4010-WT040	71,160	(71,160)	-
Other Water & Sewer Projects			
Self Help Projects - Other 64471400-4010-SH001	545,752	71,160	616,912
IFT from W&S Oper Fd 64471400-4061	63,744,294	(251,160)	63,493,134
		<u>(25,726)</u>	

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
WT040- Dodge City Water Line			
Architectural & Engineering 64571400-5594-WT040	30,000	-	30,000
Construction 64571400-5595-WT040	221,160	(25,726)	195,434
		<u>(25,726)</u>	

Prepared By bl
 Posted By _____
 Date _____

Number CPO - 132



North Carolina
Department of Commerce
Division of Community Assistance

AGENDA ITEM
10
MEETING DATE 3-1-10

Beverly Eaves Perdue Governor
Joseph D. Crocker, Asst. Secretary

J. Keith Crisco, Secretary
Gloria Nance-Sims, Director

January 29, 2010

The Honorable Kim Rogers, Chairperson
Union County Board of Commissioners
500 N. Main Street, Room 921
Monroe, North Carolina 28112

Dear Chairperson Rogers:

Subject: Grant Agreement and Funding Approval
CDBG No. 09-C-2019

Enclosed you will find the following materials for undertaking the Community Development Block Grant (CDBG) Infrastructure grant recently awarded to Union County:

- 1) Two copies of the Grant Agreement.
These should be signed by you as the chief elected official. When you have executed copies of both documents, please return one copy to the Division of Community Assistance (DCA).
- 2) Two copies of the Funding Approval.
These should also be signed by you as the chief elected official. When you have executed copies of both documents, please return one copy to the Division of Community Assistance (DCA).
- 3) Three Signatory Form and Certification cards.
Instructions are on the cards. Two copies of the cards must be completed and returned to us prior to any funds being drawn. The number that will be used to identify this grant is 09-C-2019. Please use this number in future correspondence.

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

North Carolina. A Better Place To Be

1307 Glenwood Avenue • 4313 Mail Service Center • Raleigh, North Carolina 27699-4313
Tel: (919) 733-2850 • Fax: (919) 733-5262
An Equal Opportunity/Affirmative Action Employer

The Honorable Kim Rogers

Page 2

January 29, 2010

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

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

1) A CDBG Requisition Form.

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

2) Electronic Payment Form

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

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

3) Two copies of the Performance Based Contract.

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

We look forward to working with you and other officials on this grant. Please bear in mind that the grant recipient is ultimately responsible for the success of the grant. Please feel free to contact your representative, Dennis Branch, at (919) 733-2850 if you have any questions.

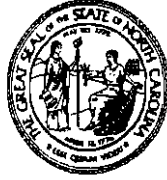
Sincerely,


Gloria Nance-Sims
Director

GNS: el

Enclosures

cc: Toni Moore
Vanessa Blanchard
Dennis Branch



North Carolina
Department of Commerce
Division of Community Assistance

Beverly Eaves Perdue Governor
Joseph D. Crocker, Asst. Secretary

J. Keith Crisco, Secretary
Gloria Nance-Sims, Director

TO: Town/City Managers
County Managers

FROM: Vanessa A. Blanchard, Section Chief
Program Development and Grants Management Section
Division of Community Assistance (DCA)

RE: Community Development Block Grant (CDBG)
Grant Packets

DCA is very interested in getting your grant off to a quick start, therefore we have implemented a process for receiving grant packets. Upon receipt of the attached documents, the following form must be signed by the County or City/Town Manager and faxed back to **Ella Limehouse at (919) 733-5262 within one week of receiving the grant packet.**

Your cooperation is greatly appreciated.

Attachment

North Carolina. A Better Place To Be

1307 Glenwood Avenue • 4313 Mail Service Center • Raleigh, North Carolina 27699-4313

Tel: (919) 733-2850 • Fax: (919) 733-5262

An Equal Opportunity/Affirmative Action Employer



OFFICE OF THE COMMISSIONERS AND MANAGER

500 North Main Street, Room 921 • Monroe, NC 28112
Phone: (704)283-3810 • Fax: (704)282-0121

Fax

To: Ella Limehouse

From: Al Greene

Fax: 919-733-5262

Date: February 10, 2010

Phone:

Pages: 2

Re: Community Development Block Grant
(CDBG) - Grant Packets

CC:

Urgent For Review Please Comment Please Reply Please Recycle

•Comments:

Attached is the signed Grant Packet for Infrastructure Receipt Form for Union County as requested.

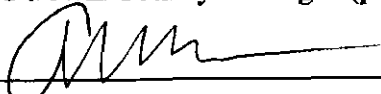
Thank you.

Attachment

Grant Packet

The County ~~or City/Town of~~ Union has received the grant packet for Infrastructure.

Alfred W. Greene
Name of Town/County Manager (please type or print)


Signature

2-9-10
Date Received

Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
Feb 10	1:02PM	Fax Sent	919197335262	1:05	2	OK



**North Carolina Division of Community Assistance
Community Development Block Grant Program**

Funding Approval

1. Name and Address of Recipient

County of Union
500 N. Main Street, Room 921
Monroe, North Carolina

2. Grant Number and Funding Approval Date

Grant Number: 09-C-2019
Date of Original Funding Approval : 01/29/10
Date of Amended Funded Approval:

3. Approved Projects

Project Name	Amount	Approved Amount
Union County Dodge City Water Line Project		\$225,434
		\$0
Total Grant Award		\$225,434

4. Funding Approval Conditions

The following conditions must be removed in writing by the Division of Community Assistance (DCA) in order for all funds to be released for the approved projects listed in item (3), above:

A. Environmental Condition:

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

B. Citizen Participation and Compliance Condition:

No funds may be obligated or expended in any project activity except for the administration activity until DCA is provided with the following documentation of compliance with citizen participation requirements in the application process [4NCA 19L.1002(b)]: publisher's affidavits of notices for and minutes signed by the town (or the county as applicable) clerk of the two required public hearings.

C. Floodplain Condition:

No funds may be obligated or expended in any project activity except for the administration activity until the recipient provides DCA with a certification signed by the CEO stating that the project area is not in a floodplain; or with certification that the recipient participates in the flood insurance program, all properties assisted in the project will be covered for flood insurance prior to beginning construction on the property, and all public facilities will be constructed to comply with the applicable floodplain regulations.

D. Administration Contracts/Inter-local agreements Condition:

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

4. Funding Approval Conditions, Continued

E. Performance Based Contract Condition:

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

F. Use of Experienced CDBG Administrator:

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

5. Signature of Authorized Official

Victie Miller for
Name Gloria Vance-Sims

01/29/10
Date

Director, Division of Community Assistance

Title

6. Signature of Authorized Local Official

Name

Date

Title



**North Carolina Department of Commerce
Division of Community Assistance
Community Development Block Grant Program**

**Grant Agreement
Infrastructure (IF)**

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

1. **Definitions.** Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
 - (a) Agreement means this grant agreement, as described above, and any amendments or supplements thereto.
 - (b) Recipient means the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
 - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
 - (d) Assistance provided under this agreement means the grant funds provided under this agreement.
 - (e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this agreement.
 - (f) The date for receiving the grant means the date of the DCA Director's signature on the Grant Agreement and Funding Approval.
2. **Obligations of the Recipient.** The recipient shall perform the program as specified in the application approved by DOC. The recipient shall comply with the certification

pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. **The recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws and Executive Orders currently or hereafter in force.**

3. Obligations of Recipient with Respect to Certain Third Party Relationships. **DOC shall hold the recipient responsible** for complying with the provisions of this agreement **even when the recipient designates a third party or parties to** undertake all or any part of the program. The recipient shall **comply with all lawful requirements of DOC** necessary to insure that the program is carried out in accordance with the recipient's certifications including the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the recipient contracts with or designates a third party to undertake all or part of the program in exchange for a grant or loan from the recipient to the third party of all, or a portion, of the recipient's grant funds, the recipient's contract with the third party must require the third party to comply with the procurement standards set forth in 4 N. C. Administrative Code 19L .0908.

4. Conflict of Interest. None of the following or their immediate family members, during the tenure of the subject person or for one year thereafter, shall have any direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with the program assisted under this agreement: employees or agents of the recipient who exercise any function or responsibility with respect to the program, and officials of the recipient, including members of the governing body. The same prohibition shall be incorporated in all such contracts or subcontracts.

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

5. Reimbursement to DOC for Improper Expenditures. The recipient **shall (and does agree) to reimburse DOC** for any amount of grant assistance improperly expended, either deliberately or non-deliberately. **A contract for administrative services should include a clause holding the administrator' organization responsible for reimbursement to the recipient for any improperly expended grant funds that had to be returned to DOC.**
6. Access to Records. The recipient shall provide any duly authorized representative of DOC, the federal Department of Housing and Urban Development (HUD), and the Comptroller General at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating

to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.

7. Project Savings. The recipient is obligated to contribute 100 percent of its pledged **cash** contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. **Substitution of in-kind contributions for cash is not allowed.**
8. Expenditure of Non-CDBG Funds. The recipient must ensure that non-CDBG funds are expended along with CDBG funds, following the implementation schedule described in the approved application and modified by the Performance Contract, and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L).
9. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred. Arrangements must be made with the Finance Officer in the Division of Community Assistance if a recipient does not want to use the electronic funds transfer.
10. Fair Housing. For each grant year that a CDBG is active, a recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found in DCA Bulletin 93-4.
11. Equal Employment and Procurement Opportunity. A recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance and complaint tracking.
12. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG is active, a recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income residents within the CDBG assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts of at least \$100,000 per contract, and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.
13. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG assisted project.

14. Obligation of Recipient With Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low or moderate income person by the time close-out occurs.
15. Utility Assessments or Fees: Assessments or fees to recover the CDBG funded portion of a utility project may be charged to properties not owned and occupied by low and moderate income persons. Such assessments are program income and, as such, must be used for eligible CDBG activities that meet a CDBG national objective.
16. Schedules
- (a) Schedule for Release of Conditions and Completion Activities. **The recipient must satisfy all Funding Approval Conditions to release CDBG funds within 3 months (April 29, 2010) from the date the Grant Agreement and Funding Approval were signed by the DCA Director.** The recipient must draw down all CDBG funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities implementation schedule in the application as modified by the Performance Based Contract. **The recipient must obligate all funds within 27 months (April 29, 2012) from the date the Grant Agreement and Funding Approval are signed by DCA Director. All funds are to be expended within 30 months (July 29, 2012) from the date the Grant Agreement and Funding Approval are signed by DCA Director. Any remaining funds will be de-obligated. All closeout documents must be returned to DCA by (October 29, 2012). Any request for extensions or amendments must be submitted no later than the 28th month (May 29, 2012) from the date the Grant Agreement and Funding Approval were signed by the DCA Director.** Consistent with Section .1104 of the program regulations (4NCAC 19L), based on review of the recipient's performance for conformance with the approved application and approved performance schedules, the Secretary of Commerce may withdraw the grant, except for funds already expended.
- (b) Schedule for Submission of Compliance Documents. The recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the DCA Director:
- Environmental – 3 months (April 29, 2010)
 - Equal Employment and Procurement Plan – 4 months (May 29, 2010)
 - Fair Housing – 4 months (May 29, 2010)
 - Section 3 Plan – 4 months (May 29, 2010)
 - Section 504 Plan – 4 months (May 29, 2010)
 - Request for Release of Funds-5 months (June 29, 2010)
- (c) Analysis of Impediments – 6 months (July 29, 2010)
- (d) Schedule for Drawdown of Funds: The recipient must comply with the **Performance Based Contract** schedule to ensure that funds are drawn down in accordance with section 16 (a) of the Grant Agreement.
17. Performance Measures
The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

- (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.
- (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

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

Secretary of the Department of Commerce

Date: January 29, 2010

By: *Vickie Muller for*
 Gloria Nance-Sims
 Director
 Division of Community Assistance

Date: _____

 Name of Recipient

By: _____
 Signature of Authorized Official

 (Title)

SIGNATORY FORM AND CERTIFICATION

Grant No. _____

Recipient Name _____

Address: _____

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

(Signature)

(Typed Name) (Typed Title)

(Signature)

(Typed Name) (Typed Title)

(Signature)

(Typed Name) (Typed Title)

(Signature)

(Typed Name) (Typed Title)

CERTIFICATION

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

Certifying Official + Title

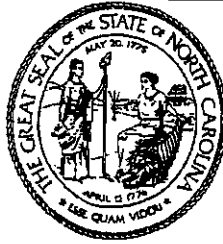
- 2. () The governing board has passed a resolution authorizing the persons above to sign Requisition for Funds forms for the above recipient. A copy of the resolution is attached.

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

Certifying Official + Title

Office of the State Controller

Return to: OSC NCAS Help Desk
Address 1410 Mail Service Center
Raleigh, NC 27699-1410



Vendor Electronic Payment Form

Telephone: 919-733-2850

Fax: 919-733-1238

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit either by fax or by e-mail. The fax or e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must print, complete this form, attach a voided check, and return both to the address above.

• **PRINT the following information.**

Payee Name: _____

Federal ID # / Social Security #: _____

Bank Name: _____

Bank Routing Number: _____

Checking Account #: _____

Savings Account #: _____

Remit Address(es) for Applicable Account(s): _____

• **FAX or E-MAIL ADDRESS for payment notification.**

(Place a check mark in front of the method of notification that you prefer.)

E-mail Address: _____

FAX #: _____

Authorized Signature: _____

Date: _____

Print Name: _____

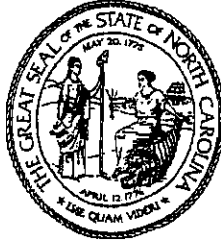
Title: _____

• **ATTACH VOIDED CHECK**

Large dashed rectangular box for attaching a voided check.

Office of the State Controller

Return to: OSC NCAS Help Desk
Address 1410 Mail Service Center
Raleigh, NC 27699-1410



Vendor Electronic Payment Form

Telephone: 919-733-2850

Fax: 919-733-1238

For your convenience and benefit, the State of North Carolina offers payees the opportunity to receive future payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit either by fax or by e-mail. The fax or e-mail will provide you with all the information that would normally be on your check stub. To receive payments electronically, you must print, complete this form, attach a voided check, and return both to the address above.

• **PRINT the following information.**

Payee Name: _____

Federal ID # / Social Security #: _____

Bank Name: _____

Bank Routing Number: _____

Checking Account #: _____

Savings Account #: _____

Remit Address(es) for Applicable Account(s): _____

• **FAX or E-MAIL ADDRESS for payment notification.**

(Place a check mark in front of the method of notification that you prefer.)

E-mail Address: _____

FAX #: _____

Authorized Signature: _____

Date: _____

Print Name: _____

Title: _____

• **ATTACH VOIDED CHECK**

Large dashed rectangular box for attaching a voided check.

Requisition for CDBG Funds Part 1: Grant Summary

1. Name and Address of Grantee: * Person to whom check should be mailed	2. Name and telephone number of the person to contact if there are questions about this requisition: Telephone No.		3. Grantee Number:
			4. Grantee Tax ID Number:
			5. Requisition Number:
			6. Amount of funds requested:
7. Project Number	C-1	L-1	TOTAL
8. CDBG funds received to date			
9. Program income received to date			
10. Subtotal (line 8 + line 9)			
11. CDBG expenditures to date			
12. CDBG funds needed			
13. CDBG funds on hand (line 10 - line 11)			
14. Amount of funds requested (line 12 - line 13)			
15. CERTIFICATION I certify that the data presented in this requisition is correct, that this requisition is in accordance with the terms and conditions of the above referenced grant and that the amount requested is not in excess of current needs.			
Date	Authorized Signature	Title	
Date	Authorized Signature	Title	
FOR DCA USE ONLY			
Date Received Date of Check Check Number Date Mailed	Explanation of Changes: <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>		
	Reviewed by	Date	Approved by Date

**REQUISITION FOR CDBG FUNDS
Part II: Project Expenditure Report**

1. Name of Recipient		3. Project Number				
2. Grant Number		4. Project Name				
6. ACTIVITY	6. BUDGET AMOUNT	7. CDBG EXPENDITURES TO DATE	8. PROJECT COST THIS REQUISITION	9. SERVICE DELIVERY COST THIS REQUISITION	10. PROGRAM INCOME USED TO DATE	11. PROJECTED EXPENDITURES THIS REQUISITION
a. Acquisition	\$	\$	\$	\$	\$	\$
b. Disposition						
c. Public facilities and improvements						
(1) Senior and handicapped centers						
(2) Solid waste disposal facilities						
(3) Parks, playgrounds and recreation facilities						
(4) Neighborhood facilities						
(5) Fire protection facilities and equipment						
(6) Parking facilities						
(7) Public Utilities, other than water and sewer						
(8) Water and Sewer Improvements						
(9) Street Improvements						
(10) Flood and drainage improvements						
(11) Pedestrian Improvements						
(12) Other public facilities						
(13) Sewer						
(14) Water						
d. Clearance activities						
e. Public Services						
f. Relocation assistance						
g. Construction, rehabilitation and preservation activities						
(1) Construction or rehabilitation of commercial and industrial						
(2) Rehabilitation of privately owned dwellings						
(3) Rehabilitation of publicly owned dwellings						
(4) Code enforcement						
(5) Historic preservation						
h. Development financing						
(1) Working Capital						
(2) Machinery and equipment						
i. Removal of architectural barriers						
j. Other activities - (TOTAL amount of other activities)						
k. SUBTOTAL						
l. Planning						
m. Administration						
n. TOTAL						

INSTRUCTIONS FOR PREPARING REQUISITIONS FOR FUNDS

General Filing Requirements

Grantees are provided with a two-part form to complete. Two copies (one copy if faxed) of each Requisition should be forwarded to the Division of Community Assistance.

Part I: Grant Summary includes summary information about prior requisitions and expenditures for the entire grant. This form is completed one for each requisition.

Part II: Project Expenditure reflects detailed expenditure information by project. Grantees with multiple projects must complete a separated copy of this form for each project under a particular grant.

PART I: GRANT SUMMARY

- Block 1. The name and address of the recipient is entered in this block.
- Block 2. The name and telephone number of the person who can best answer questions concerning the submitted requisition(s) is entered in this block.
- Block 3. The Grant number is entered in this block.
- Block 4. The Grantee's Federal Tax ID number may be entered in this block.
- Block 5. Requisitions against each grant must be numbered consecutively beginning with number one (1) and shown in this block.
- Block 6. This block should reflect the total funds requested for all projects (C-1, L-1, etc.)
- Block 7. DCA project numbers are shown in separate columns for each project for which funds are requested.
- Block 8. The cumulative amount of funds received to date for each project should be shown in this block(s). The total amount of funds received for all projects under the grant should be listed in the Total column.
- Block 9. Program income (if applicable) received to date by project should be entered in this block. Program income for each project should be added together and listed in the Total column.
- Block 10. The Subtotal in this line is obtained by adding Blocks 7 and 8.
- Block 11. These figures should reflect, by project, the program income and grant funds actually spent and disbursed by the recipient. Grant Recipient funds (if applicable) used on a reimbursement basis should not be shown in this line. This entry should be equal to the amount shown in Part II, column 7, line N.
- Block 12. This amount reflects, by project, the total amount of funds needed to meet expenditures. This entry should equal the amount shown in Part II, column 8, line N.
- Block 13. This amount reflects actual cash on hand (if applicable) for each project, and is obtained by subtracting the amount shown in line 11 from line 10.
- Block 14. Total amount of funds requested, by project, is calculated by subtracting line 13 from line 12.
- Block 15. Two signatures are required on each requisition. Only authorized persons shown on the Signatory Form and Certification will be accepted by DCA. Signatures will be checked on each requisition for authenticity.

PART II: PROJECT EXPENDITURE REPORT

A separate Project Expenditure Report must be completed for each project for which funds are requisitioned.

- Block 1. Indicated the name of the grant recipient.
- Block 2. Enter DCA Grant Number.
- Block 3. Enter the DCA Project Number for the project (C-1, L1, etc).
- Block 4. Project Name, as shown in the application, is entered in this block.
- Block 5. No entry necessary.
- Column 6. The budgeted amount is shown for each approved activity in this column with a Subtotal shown in Line K and the Total shown in Line N.
- Column 7. **Expenditures** are expenditures for which the recipient has used actual grant funds to pay costs. Grant recipient funds used on a reimbursement basis (if applicable) **should not** be shown in this column. Expenditures to date for each activity should be shown in this column with a Subtotal in Line K and Total in Line N. **The total of Line N of Column 7 should be the same as the number in Line 11 of Part I: Grant Summary.**
- Column 8. **Project Cost** is the actual cost of an activity (for **example** – materials, labor, supplies, housing units, building, land, removal of debris, permits, closing cost, site improvements, etc.).
- Column 9. **Service Delivery Cost** is the actual cost to **administer** service to the activity – (for example – work-write-ups, inspections, travel, etc.).
- Column 10. Indicate by activity the use of any program income received back into your grant project. All program income received during the active stages of your grant must be used before requesting additional funds. The amount reported in line K and N of column 11 should be the total of any entries in columns 8 and 9 minus any entry in column 10.
- Column 11. Indicate the use of Funds Requested (as shown in Part I, Line 12) by budget line item for this project. Funds included in this column should include reimbursed costs, project cost, service delivery cost and projected expenditures minus any program income used for which grant funds are requested. A Subtotal should be shown in Line K and a Total in Line N. **Line N of Column 11 should reflect the same amount as that in Part 1, Block 12.**

Performance Based Contract: Implementation Schedule Name of Grantee: Grant Number:

First Quarter begins on the date of DCA Director's signature on the Grant Agreement and Funding Approval. List goals to be accomplished each Quarter. Activities should correspond to those on the Budget and Benefit: Low and Moderate Income forms in the application approved for funding.

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	5th Quarter	6th Quarter	7th Quarter	8th Quarter	9th Quarter	10th Quarter
	% Units	% Units	% Units	% Units	% Units	% Units	% Units	% Units	% Units	% Units
2. Housing Activities										
a. Relocation	N/A									
b. Acquisition	N/A									
c. Disposition	N/A									
d. Clearance	N/A									
e. Rehabilitation of Privately Owned Dwellings (Includes any on-site installations: e.g., septic tanks, wells)										
10 Housing Units										
f. Units Constructed										
g. Units Occupied										

Performance Based Contract: Implementation Schedule

Name of Grantee:

Grant Number:

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

List goals to be accomplished each Quarter. Activities should correspond to those on the Budget and Benefit. Low and Moderate income forms in the application approved for funding.

	1st Quarter Completed	2nd Quarter Completed	3rd Quarter Completed	4th Quarter Completed	5th Quarter Completed	6th Quarter Completed	7th Quarter Completed	8th Quarter Completed	9th Quarter Completed	10th Quarter Completed
3. Water Improvements Engineering Bidding Process Contract Awarding Construction/Installation Work Completed	N/A									
4. Sewer Improvements Engineering Bidding Process Contract Awarding Work Construction Work Completed	N/A									
5. Street Improvements Engineering Bidding Process Contract Awarding Construction/Installation Work Completed	N/A									
6. Drainage Improvements Engineering Bidding Process Contract Awarding Construction/Installation Work Completed	N/A									
6A. Other Activities Work Completed Removal of Architectural Barriers Project Closeout	N/A									

Performance Based Contract: Implementation Schedule Name of Grantee: Grant Number:

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	5th Quarter	6th Quarter	7th Quarter	8th Quarter	9th Quarter	10th Quarter
	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed	% Process Completed
	Description	Description	Description	Description	Description	Description	Description	Description	Description	Description
6B. Other Activities Work Completed Playground Facilities Public Services CDC	N/A									
6C. Other Activities Work Completed MicroEnterprise Program Job Training Program Neighborhood Clean up (public services)	N/A									
6D. Other Activities Work Completed	N/A									
6E. Other Activities Work Completed	N/A									
6F. Other Activities Work Completed	N/A									

8. Signature of Authorized Local Official

Name _____

Signature _____

Title _____

Date _____

9. Signature of Authorized DCA Official

Name Gloria Nance-Sims

Director, Division of Community Assistance
Title _____

Date _____



Centralina Council of Governments

**CONTRACT FOR FURNISHING
2010 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
INFRASTRUCTURE –
DODGE CITY COMMUNITY - WATER IMPROVEMENT PROJECT
"ADMINISTRATIVE SERVICES"
BY AND BETWEEN UNION COUNTY
AND CENTRALINA COUNCIL OF GOVERNMENTS**

THIS AGREEMENT, entered into as this _____ day of _____, 2010, by and between the Union County, a political subdivision of the State of North Carolina, hereinafter referred to as "MGU" (Member Governmental Unit), and Centralina Council of Governments, a Regional Council of Governments organized under Chapter 160A, Article 20, Part 2 of the General Statutes of North Carolina, hereinafter referred to as "COG" and/or "Centralina".

WITNESSETH THAT:

WHEREAS, the MGU is in receipt of Small Cities Community Development Block Grant (CDBG) funds from the North Carolina Department of Commerce, Division of Community Assistance (DCA); and

WHEREAS, COG is empowered to provide planning and management services to the MGU by the North Carolina General Statutes and the COG Charter; and

WHEREAS, COG represents that it is fully qualified to perform the services described herein and that it is willing to perform said services in the manner prescribed herein;

NOW, THEREFORE, the MGU and COG do mutually agree as follows:

1. **SCOPE OF SERVICES:** COG agrees to furnish all personal services, materials, transportation, travel expenses, printing graphics, utilities, and supplies necessary to perform all services as described in the "Schedule of Services", a copy of which is attached hereto as Exhibit "A" and made a part of this Agreement.
2. **PERFORMANCE OF WORK:** COG shall begin and complete all work as according to the Proposed Project Timetable as shown in the Schedule of Services. Provided, however, if there are delays in project implementation which are not the fault of COG, COG shall have such additional time as is reasonably necessary to complete the work.

3. **COMPENSATION:** The MGU shall compensate COG in an amount necessary to reimburse the COG for actual costs incurred in performing the work, including wages of professional personnel, fringe benefits and indirect costs based upon the COG's customary member government rates established from time to time. Indirect costs include such items as support staff, office supplies and operations, and travel. The method of calculation of the hourly rates for compensation shall be according to the following formula.

$$H = \frac{A + F + I}{P}$$

A = Annual Salary

F = Fringe Benefits Costs According to the Rate
Factor in Effect at the Time of Billing.

I = Indirect Costs According to the Rate Factor from
COG's Indirect Cost Allocation Plan in Effect at
the Time of Billing

P = Net Productive Hours (Total Hours Paid Employee
Less Leave and Holidays)

H = Hourly Rate To Be Charged

The above hourly rates include all costs. There will be no charges other than the charges of the above personnel for the actual time they spend on the project. COG estimates the cost of all work to be \$19,858 plus 15 member hours from the County's 2009 – 2010 Member Hour Allocation. COG represents to the MGU that its indirect costs are based upon an indirect cost allocation plan approved by its Federal Cognizant Agency and that its charges hereunder will be actual cost reimbursement as allowed under OMB Circular A-87, and CDBG regulations.

It is understood, however, that notwithstanding any estimates given, the MGU will be expected to pay the actual costs incurred by COG in providing the services, as required by the Charter of the Council. The MGU will be billed monthly for actual costs incurred during the preceding month. If, during the course of this work, it appears that the services needed to complete this project are likely to result in the total actual costs exceeding the estimate, COG will notify the MGU. The MGU may then approve the additional cost or reduce the scope of work. If the actual costs are less than those estimated, the MGU will be charged actual costs.

*Compensation is prescribed by the service agreements.

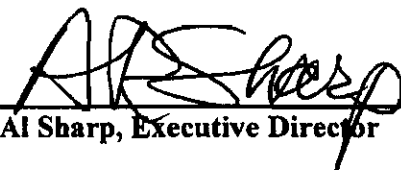
4. **CORRECTIONS OF DEFECTIVE WORK:** The performance of services or the delivery of documents required hereunder shall not relieve COG from the obligation to correct any defective work subsequently discovered; and such defective work shall be remedied promptly by the COG on demand without cost to the MGU.
5. **PERSONNEL:**
 - (a) COG represents that it has or will secure at its own expense all personnel required in performing the services specified under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the MGU;
 - (b) All of the services required hereunder shall be performed by COG, and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local laws to perform such services;
 - (c) None of the work or services covered by this Agreement shall be subcontracted or assigned without the prior written approval of the MGU.
6. **GENERAL CONDITIONS:** COG agrees to perform all work in strict accordance with all requirements and provisions of the General Conditions, a copy of which is attached to and made a part of this Agreement and marked as EXHIBIT "B".
7. **COUNTERPARTS:** This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.
8. **ENTIRE AGREEMENT/AMENDMENTS:** This contract, with attachments, is the entire Contract between the parties, and no alterations, changes, or additions thereto shall be made except in writing executed by the parties. However, the MGU may from time to time, require changes in the scope of the services to be performed under this Contract. Such changes, including any increase or decrease in the estimated amount of COG compensation, shall be incorporated in written amendments to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

UNION COUNTY

BY: _____
Kim Rogers, Chairman

CENTRALINA COUNCIL OF GOVERNMENTS

BY:  _____
Al Sharp, Executive Director

CERTIFICATE

Provision for the payment of monies to fall due under this Agreement has been made by appropriation duly authorized, bonds or notes duly made, as required by Part 3, Article 3, Subchapter III, Chapter 159 of the General Statutes of North Carolina which is known as the "Local Government Budget and Fiscal Control Act".

This the ____ day of _____, 2010.

Clerk / Finance Officer, Union County

**EXHIBIT A
UNION COUNTY CDBG
SCHEDULE OF SERVICES**

**2010 CDBG Dodge City – Infrastructure – Water Improvement Program
Administration Services**

I. Introduction

This document outlines the services, which Centralina (or "we") shall perform under the contract to administer Union County's 2010 CDBG Infrastructure – Dodge City Water Improvement program as supervised by the North Carolina Division of Community Assistance

The Dodge City Community of Union County is located in the Northwest portion of Union County approximately 12 miles northwest of the City of Monroe. The project area includes 30 lots with structures, 19 occupied homes, 10 vacant homes and 1 community center all along Wright Road and Cull Williams Lane.

The Dodge City Community does not have any existing water facilities and is experiencing severe water quality issues due to failing and contaminated wells. The purpose of the project is to provide a safe adequate and reliable water source to the Dodge City Community. The project proposes to install approximately 3, 300 linear feet of 6" water lines along Wright Road and Cull Williams Lane and to connect 19 homes to the new water lines.

II. Project Administration Completion Services:

A. Case/File Audit and Organization:

Centralina will conduct the following case/file audit and organizational services:

1. Set-up / Establish the County's current CDBG Infrastructure – Dodge City Community Water Improvement Program files to ensure compliance with DCA requirements;
2. Maintain CDBG case files and program documents to comply with DCA requirements;

B. Assist County with Program Start-up Documentation (Contract Execution);

C. Complete Program Plans / Policies / For Release of Funds;

D. Engineering Services Management / Site Review:

Centralina will conduct the following engineering services / site review services:

1. Coordinate meetings with project engineer;
2. Review preliminary engineering / infrastructure facilities plans and cost estimates;

3. Facilitate meetings with County officials to discuss / review any changes to preliminary plans, special circumstances, and / or topics of importance which may arise from above review;
4. Prepare documentation, public hearing notices, review cost estimates, or any other correspondence as required by DCA.
5. Prepare bid packages and conduct bid openings for construction;
6. Prepare construction contracts;
7. Conduct preconstruction conferences;
8. Conduct regular inspections on all properties to verify the work being completed is consistent with the proposed work-write-up and specifications.
9. Conduct on-site inspections with contractors to address change order issues;

E. *Financial Management:*

Centralina will conduct the following financial management services to ensure the County meets the requirements for financial management systems including:

1. Review all financial records to verify appropriate financial documentation;
2. Review original construction contract amounts and change orders to confirm payment documentation is appropriate;
3. Confirm County Infrastructure budget documentation is consistent with DCA records;
4. Establish the existing budget ordinance or project ordinance to ensure compliance with G.S. 159-13.2;
5. Monitor procedures for processing contractor/vendor invoices and facilitate "payment request process" to ensure timely submittal of invoices to the Finance Office;
6. Requisition grant funds from DCA (for reimbursement of County expenditures);

E. *Meeting Facilitation with DCA Representatives:*

Centralina will facilitate all meetings with DCA representatives to ensure all Infrastructure program requirements are being met. Centralina will take immediate action to address all project concerns expressed by DCA.

F. *Project Reports:*

Centralina will provide quarterly project reports to Union County management to ensure appropriate communication on project progress is maintained. Centralina will notify Union County immediately if an issue may arise, which warrants prompt action on behalf of Union County.

NOTE: The responsibility of fiscal accounting, maintenance of the checking account, and disbursements shall rest with the County's Finance Officer in accordance with N.C. Local Government Budget and Fiscal Control Act (G.S. 159, Subchapter III).

EXHIBIT "B"

GENERAL CONDITIONS

SECTION 1. Legal Remedies

If the COG should be adjudged a bankrupt, or if COG should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on the account of its insolvency, or if, through any cause, COG shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if COG shall violate any of the covenants, Agreements, or stipulations of this Agreement, the MGU shall thereupon have the right to terminate this Agreement by giving written notice to the COG of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the COG under this Agreement shall, at the option of the MGU, become its property and the COG shall be entitled to receive just and equitable compensation for any work completed on such documents.

SECTION 2. Termination

The MGU may terminate this Agreement any time by a notice in writing from the MGU to the COG at least fifteen (15) days before the effective date of such termination. If the Agreement is terminated by the MGU as provided herein, the COG will be paid for services rendered to date.

SECTION 3. Executive Order 11246 Clause

During the performance of this contract, COG (contractor) agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 4. Non Discrimination:

A. Section 504 of the Rehabilitation Act of 1973, as amended - Nondiscrimination on the Basis of Handicap

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

B. Age Discrimination Act of 1975, as amended - Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal Financial assistance.

C. Nondiscrimination Clause - Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

D. The clauses in this Section apply not withstanding any other qualifications that may appear in this contract.

SECTION 5. Compliance with Local Laws

COG shall comply with all applicable laws, ordinances, and codes of the State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

SECTION 6. Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written consent of the MGU, except for contractor or subcontracts for standard commercial supplies and demographic vendors. COG shall be fully responsible to the MGU for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by COG, as it is for the acts and omissions of persons directly employed by COG.

SECTION 7. Interest of Officers or Employees of the MGU

No member of the governing body of the MGU, and no other officer, employee, or agent of the MGU, during his tenure or for one year thereafter, who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Contract. Immediate family members of said members, officers, employees and officials are similarly barred from having any personal interest in this Project.

SECTION 8. Interest of Certain Federal Officials

No member of or Delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise here from.

SECTION 9. Interest of COG

COG covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-prescribed Project Area or any parcels therein or any other interest, which would conflict in any manner or degree with the performance of its services hereunder. COG further covenants that in the performance of this Contract no person having any such interest shall knowingly be employed.

SECTION 10. Findings Confidential

Except as provided in Section 12 all of the reports, information, data, etc., prepared or assembled by COG under this Contract are the property of the MGU and are confidential and the COG agrees that they shall not be made available to any individual or organization without the prior written approval of the MGU.

SECTION 11. Selection 3 Clause

"Section III" Compliance in the Provision of Training, Employment and Business Opportunities:

- (a) The work to be performed under this contract is on a project, assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- (b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that there are no contractual or other disabilities, which would prevent them from complying with these requirements.
- (c) The COG will send to each labor organization or representative of workers with which COG has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- (d) The COG will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The COG will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its contractors and subcontractors, successors and assignees. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assignees to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

SECTION 12. Records

The North Carolina Department of Commerce, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the COG which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with DCA Rule 15 NCAC 13L, Rule .0911. COG shall maintain all records pertaining to this agreement for a period of three (3) years following the close out of the Grant.

SECTION 13. Lobbying

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

SECTION 14. Notices

For the purpose of this Agreement, notices or other communications provided for herein shall be sufficient if sent by United States mail, postage prepaid, addressed to the representative parties as follows:

MGU: Manager's Office
Union County
500 N. Main Street, Room 921
Monroe, NC 28112

COG: Executive Director
Centralina Council of Governments
PO Box 35008
Charlotte, NC 28235

SERVICE AGREEMENT MEMORANDUM

Upon the request of the undersigned local government [Union County], the Centralina Council of Governments (Centralina) agrees to perform the services described in the attached "Scope of Service." The estimated cost of these services to be paid by the local government is \$19,858 plus 15 member hours from FY 09-10 allocation for the project: (Union County Dodge City Infrastructure Administrative Services Project).

It is agreed that notwithstanding any estimates given, the local government will be expected to pay the actual costs incurred by Centralina in providing the services. As required by Centralina's Charter, the local government will be billed approximately bi-weekly for actual costs during the preceding work period. If, during the course of this work, it appears that the services needed to complete this project are likely to exceed the estimated costs, Centralina will notify the local government's project manager prior to performing services in excess of the budgeted amount. The local government may then choose to approve the additional cost or reduce the scope of work.

If the actual costs are less than those estimated, Centralina will bill the local government only for actual costs incurred. Actual costs of the project shall be determined using: (a) the hourly rates for the employees working on the project, (b) Centralina's standard indirect cost rate, and (c) any specialized project costs required and previously agreed upon by Centralina and the local government.

It is estimated that from the notification to proceed, it will take 30 month(s) to perform these services. Services will be completed by August 2012.

This proposal to perform the "Scope of Services" is valid for a period of **sixty (60) days** from this 12 day of February, 2010.

If you wish Centralina to proceed with this work, please have an authorized official acknowledge acceptance of this proposal and forward the same to us. Upon receipt by Centralina of this Agreement properly executed, it shall become the contract between the parties and the "Notice to Proceed" with the work.

CENTRALINA COUNCIL OF GOVERNMENTS:

Proposal # TEm00123P

By: 
A. R. Sharp, Executive Director

PROPOSAL PREPARED BY: James Luster (Centralina Staff)

Accepted, this _____ day of _____ 20 ____.

LOCAL GOVERNMENTAL UNIT: Union County

By: _____
Signature of Authorized Official of Local Government

Service Agreement approved as to form by Attorney for Centralina, William H. McNair
Effective Date: 07/01/2005



Facilities

116 North Main Street
Monroe, NC 28112
Phone 704 296 5960 Fax 704 296 5973
www.ucps.k12.nc.us

AGENDA ITEM
11
MEETING DATE 3-1-10

Dr. Ed Davis – Superintendent

Board of Education
Dean Arp, Jr. – Chairman
John Collins – Vice Chairman
John Crowder
Carolyn J. Lowder
Laura Minsk
Kimberly Morrison Hansley
John Parker
David Scholtz
Richard Weiner

16 February 2010

To: Al Greene
County Manager

From: Donald S. Hughes, AIA
Exec. Director of Facilities

RE: Monroe HS Architecture, Construction, and Engineering (ACE) Academy

Mr. Greene:

We are requesting funding for the soft costs and construction for the new ACE Academy project at Monroe High School. This is a new project that was not on the original 2009/2014 CIP.

The Board of Education voted to implement the ACE Academy instructional and construction components at their meeting on January 19, 2010. The Board also voted to amend the 2009/2014 CIP to reflect the addition of this project. The intended timeframe for this project is to be fully operational by September 2010.

The funds required for soft costs and construction is \$497,835 and is to come from Bond Savings that was recently increased by \$503,000 subsequent to deduct change orders from the Cuthbertson MS/HS project recently completed. With the funding of this project by the Commissioners our intent is to enter into a construction contract with the lowest responsible bidder as awarded by the Board of Education at their work session on March 16, 2010.

Due to the tight timeframe of this project we are requesting that this project funding request be put before the County Commissioners at that meeting on March 1, 2010.

Dr. Webb and I will be at that meeting to answer any questions regarding the instructional or construction components of the project. Please let me know if you need any other information.

Cc: Kim Rogers
Kai Nelson
Dr. Mike Webb
Dan Karpinski

Architecture Construction & Engineering (ACE) Academy

Monroe High School

The **ACE Academy** at Monroe High School will offer programs that prepare students for college and entry into the local workforce. The programs will include architecture engineering, drafting, construction, masonry, welding, HVAC and plumbing.

Students can earn honors credit in engineering through the nationally recognized Project Lead The Way® (PLTW) curriculum. Students can also qualify for articulated college credit for drafting, construction, and welding.

Industry credentials will be integrated into each curriculum area:

Autodesk Certification – Students will learn how to use industry standard software programs such as Autodesk® Inventor®, Revit® Architecture, and AutoCAD®.

www.autodesk.com/education

OSHA 10-Hour Construction Industry Course – www.CareerSafeOnline.com

National Center for Construction Education and Research (NCCER) - All construction trades courses are aligned with NCCER modules. Students receive industry certification for passing each module. <http://www.nccer.org>

American Welding Society (AWS) – Various certifications available in welding. www.aws.org

Union County Public Schools
Construction Project Budget Worksheet
Fiscal Year Ended 6/30/10

School: **Monroe H.S. Building Sciences Academy**
 (Bond Savings Project)
Address: 1 High School Drive
 Monroe, NC 28112

Project Budget Combined -

	Budget	Actual Expense	Encumbered	Variance
<u>Land</u>				
Purchase Price	0	0	0	0
Closing Costs/Title Insurance	0	0	0	0
Land Acquisition Costs	0	0	0	0
<u>Construction</u>				
GC Contract Price (Building Incl. Technology)	425,000	0	0	425,000
Building Costs	425,000	0	0	425,000
Estimate for Road, Water, & Sewer	0	0	0	
Offsite Development Costs	0	0	0	0
Construction Total	425,000	0	0	425,000
<u>Soft Costs</u>				
<u>On-Site:</u>				
Design/CA Fees	25,000	0	0	25,000
Design/CA Reimbursables	5,000	0	0	5,000
Appraisals, Aerial & Mapping	0	0	0	0
Geotechnical Investigations	4,000	0	0	4,000
Preliminary Site Study	0	0	0	0
Survey - Boundary/Topo	5,000	0	0	5,000
Construction Testing	12,000	0	0	12,000
Construction Documents & Printing	0	0	0	0
Traffic Study	0	0	0	0
Miscellaneous Fees/Expenses	5,000	0	0	5,000
Moving Expenses	0	0	0	0
Legal Fees	0	0	0	0
Capacity Use Fees	0	0	0	0
Utility Relocation	0	0	0	0
On-Site Soft Cost Total	56,000	0	0	56,000
<u>Off-Site:</u>				
Survey - Topo/Plats	0	0	0	0
Civil Design/CA Fees	0	0	0	0
Review & Permit Fees	0	0	0	0
Construction Documents/Printing	0	0	0	0
Easements, ROWs	0	0	0	0
Construction Testing	0	0	0	0
Off-Site Soft Cost Total	0	0	0	0
Soft Cost Total	56,000	0	0	56,000
F&E	0	0	0	0
<u>Contingencies</u>				
Construction @ 3.5%	14,875	0	0	14,875
Off-Site @ 5%	0	0	0	0
Soft Cost @ 3.5%	1,960	0	0	1,960
F&E @ 5%	0	0	0	0
Contingencies Total	16,835	0	0	16,835
Total Funding	497,835	0	0	497,835



UNION COUNTY PUBLIC SCHOOLS
Monroe, NC 28112
704.766.2000
www.ucps.edu

Union County Public Schools
Board of Education
10000 W. Hargett Street
Raleigh, NC 27617
704.766.2000
www.ucps.edu

MEMORANDUM

TO: Union County Commissioners
FROM: Dr. Ed Davis, Superintendent *ZED*
SUBJECT: Monroe High School - Construction Trades Academy
DATE: February 22, 2010

As a part of the UCPS mission of "Preparing All Students to Succeed," the Board of Education, my staff, and I constantly explore increased educational opportunities for our students. During the summer of 2009, we began discussion with the administration at Monroe High School regarding educational programs that could be developed and implemented to improve student achievement and prepare students for the current job market. Students were surveyed in the fall of 2009 and more than 120 students indicated an interest in Construction Trades (welding, carpentry, plumbing, mechanical, drafting, masonry, and electrical). The school currently has programs and facilities for carpentry, drafting, and masonry; however, a lab facility for the instruction in plumbing, mechanical, and electrical trades is needed.

Therefore, UCPS requests approval to use approximately \$500,000 from available bond savings for construction of this lab facility on the Monroe High School campus. This facility will serve Monroe High School students during the day. It is our vision to expand the programs to offer after school and summer opportunities to students throughout the county in the very near future.

We feel strongly this facility will meet a real need in our school district by providing students with marketable skills. Please see the attached information on the current job market in Construction Trades. Thank you for your consideration of this important request.

Focus Industry Occupations (cont'd.)

Critical Occupations: Energy (Fossil & Renewable)

These are sector's occupations showing largest job change. Regional projections, change, replacement jobs, average hourly earnings and education level are included. Numbers include all jobs in the given occupation, not just in those found within the focus industry (most occupations are found within more than one industry).

SOC Code & Description	2004 Jobs	2008 Jobs	Change	%Change	New & Rep. Jobs	% New & Rep.	2007 Median Hourly Earnings	Education Level
41-1011 First-line supervisors/managers of retail sales workers	21,997	24,310	2,313	11%	4,624	21%	\$14.52	Exp. in field
43-3031 Bookkeeping, accounting, and auditing clerks	19,413	21,562	2,149	11%	3,652	19%	\$14.34	MT OJT
51-2092 Team assemblers	18,908	19,431	523	3%	2,512	13%	\$12.72	MT OJT
47-1011 First-line supervisors/managers of construction trades and extraction workers	11,925	13,158	1,233	10%	2,078	17%	\$21.20	Exp. in field
1-9021 Construction managers	7,153	7,989	836	12%	1,401	20%	\$22.99	Bachelor's
47-2111 Electricians	6,534	7,080	546	8%	1,418	22%	\$16.74	LT OJT
7-2152 Plumbers, pipefitters, and steamfitters	4,150	4,744	594	14%	1,033	25%	\$16.56	LT OJT
9-9021 Heating, air conditioning, and refrigeration mechanics and installers	3,051	3,468	417	14%	688	23%	\$17.83	LT OJT
7-2211 Sheet metal workers	1,816	2,036	220	12%	443	24%	\$15.17	LT OJT
7-3015 Helpers, pipelayers, plumbers, pipefitters, and steamfitters	1,708	1,955	247	14%	469	27%	\$12.44	ST OJT
	95,655	105,733	10,078	9%	12,140	14%	\$16.72	

EDUCATION ABREVIATIONS:

- ST OJT Short-term on-the-job training
- MT OJT Medium-term on-the-job training
- LT OJT Long-term on-the-job training
- Exp. in field Work experience in a related field
- Ps award Postsecondary vocational award
- Deg. + exp. Degree plus work experience
- Prof. First professional degree

Union County Region

Centralina WDB Area Occupational Projections 2006-2016

Bachelor's Degree Growing Occupations ¹	Annual Openings ²	Associates Degree Growing Occupations ¹	Annual Openings ²	Vocational Training Growing Occupations ¹	Annual Openings ²
Elementary School Teachers, Except Special Education \$38,136	1,323	Registered Nurses \$54,283	2,881	Automotive Service Technicians & Mechanics \$34,960	1,184
Business Operations Specialists, All Other \$46,193	851	Computer Support Specialists \$40,337	447	Nursing Aides, Orderlies & Attendants \$23,043	675
Secondary School Teachers, Except Special & Vocational Education \$40,777	747	Radiologic Technologists & Technicians \$48,287	188	Preschool Teachers, Except Special Education \$19,636	595
Accountants & Auditors \$50,830	712	Medical Records & Health Information Technicians \$27,047	179	Licensed Practical & Licensed Vocational Nurses \$36,186	536
Middle School Teachers, Except Special & Vocational Education \$38,669	697	Dental Hygienists \$57,204	169	*Welders, Cutters, Solderers & Brazers \$32,617	535
* Construction Managers \$63,818	587	Medical & Clinical Laboratory Technicians \$30,123	130	Fitness Trainers & Aerobics Instructors \$21,292	383
Teachers and Instructors, All Other \$23,503	484	Life, Physical & Social Science Technicians, All Other \$31,763	124	Bus and Truck Mechanics & Diesel Engine Specialists \$37,346	289
Computer Systems Analysts \$61,512	478	Paralegals & Legal Assistants \$36,006	121	Hairdressers, Hairstylists & Cosmetologists \$16,794	283
Computer Software Engineers, Applications \$60,607	327	Respiratory Therapists \$47,923	116	Emergency Medical Technicians & Paramedics \$28,415	202
Special Education Teachers, Preschool, Kindergarten & Elementary School \$41,495	308	Physical Therapist Assistants \$44,015	75	Real Estate Sales Agents \$35,087	188
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Child, Family & School Social Workers \$41,337	295	Legal Secretaries \$31,401	62	Surgical Technologists \$35,592	134
Network Systems & Data Communications Analysts \$50,585	255	* Industrial Engineering Technicians \$36,685	62	Aircraft Mechanics & Service Technicians \$39,107	129
Cost Estimators \$52,594	246	Computer Specialists, All Other \$73,965	99	Computer, Automated Teller & Office Machine Repairers \$32,440	114

Sources: 1-Occupational Employment and Wages (OES) program survey. NOTE: Wages provided represent the median annual wage, which is the midpoint between the highest paid 50% and the lowest paid 50% of workers in that occupation.
2-LMI Projections Program: 2006-2016 job growth and replacement (total openings) for occupational and industrial employment.

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Centralina Workforce Development Board

Long-Term Occupational Projections 2006 - 2016



Labor Market Information Division
EMPLOYMENT SECURITY COMMISSION
OF NORTH CAROLINA

Long-Term Occupational Projections produced by the Labor Market Information Division of the Employment Security Commission of North Carolina provide relevant information used by job seekers, counselors, employers, education planners and economic developers.

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Employment Security Commission
of North Carolina

Labor Market Information Division
P.O. Box 25903
Raleigh, NC 27611-5903
Phone: 919-733-2936
Fax: 919-733-8662
www.ncesc.com



The cost of printing this document is 20 cents per copy.

Industries With Growing Employment¹

Annual Openings²

Educational Services	668
Specialty Trade Contractors	564
Administrative and Support Services	511
Ambulatory Health Care Services	414
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Food Services and Drinking Places	254
General Merchandise Stores	249
Nursing and Residential Care Facilities	233
Professional, Scientific, and Technical Services	226
Management of Companies & Enterprises	183

Source: 3 - LMI Projections Program, 2006-2016

Centralina WDB Area

Anson, Cabarrus, Iredell, Lincoln, Rowan, Stanly
& Union Counties



Union County Region

Centralina WDB Area Occupational Projections 2006-2016

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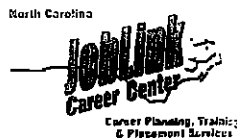
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<i>Professional, Scientific, and Technical Services</i>	226
<i>Management of Companies & Enterprises</i>	183

Source: 3 - LMI Projections Program, 2006-2016

Centralina WDB Area

Anson, Cabarrus, Iredell, Lincoln, Rowan, Stanly
& Union Counties



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- **Video Briefs of Occupations:** Closed captioned videos that describe many occupations. Under **Career Management Tools**, select NC Career Resources.

Centralina Workforce Development Board

Long-Term Occupational Projections 2006 - 2016



Employment Security Commission
of North Carolina

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Raleigh, NC 27611-5903
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Fax: 919-733-8662
www.ncesc.com



Labor Market Information Division
EMPLOYMENT SECURITY COMMISSION
OF NORTH CAROLINA

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Union County Region

Centralina WDB Area Occupational Projections 2006-2016

Bachelor's Degree Growing Occupations ¹	Annual Openings ²	Associates Degree Growing Occupations ¹	Annual Openings ²	Vocational Training Growing Occupations ¹	Annual Openings ²
Elementary School Teachers, Except Special Education \$38,136	1,323	Registered Nurses \$54,283	2,881	Automotive Service Technicians & Mechanics \$34,960	1,184
Business Operations Specialists, All Other \$46,193	851	Computer Support Specialists \$40,337	447	Nursing Aides, Orderlies & Attendants \$23,043	675
Secondary School Teachers, Except Special & Vocational Education \$40,777	747	Radiologic Technologists & Technicians \$48,287	188	Preschool Teachers, Except Special Education \$19,636	595
Accountants & Auditors \$50,830	712	Medical Records & Health Information Technicians \$27,047	179	Licensed Practical & Licensed Vocational Nurses \$38,186	536
Middle School Teachers, Except Special & Vocational Education \$38,669	697	Dental Hygienists \$57,204	169	*Welders, Cutters, Solderers & Brazers \$32,617	535
* Construction Managers \$63,818	587	Medical & Clinical Laboratory Technicians \$30,123	130	Fitness Trainers & Aerobics Instructors \$21,292	383
Teachers and Instructors, All Other \$23,503	484	Life, Physical & Social Science Technicians, All Other \$31,763	124	Bus and Truck Mechanics & Diesel Engine Specialists \$37,346	289
Computer Systems Analysts \$61,512	478	Paralegals & Legal Assistants \$36,006	121	Hairdressers, Hairstylists & Cosmetologists \$16,794	283
Computer Software Engineers, Applications \$60,607	327	Respiratory Therapists \$47,923	116	Emergency Medical Technicians & Paramedics \$28,415	202
Special Education Teachers, Preschool, Kindergarten & Elementary School \$41,495	308	Physical Therapist Assistants \$44,015	75	Real Estate Sales Agents \$35,087	188
* Industrial Engineers \$62,730	307	Veterinary Technologists & Technicians \$27,905	66	Library Technicians \$28,262	144
Child, Family & School Social Workers \$41,337	295	Legal Secretaries \$31,401	62	Surgical Technologists \$35,592	134
Network Systems & Data Communications Analysts \$50,585	255	* Industrial Engineering Technicians \$36,685	62	Aircraft Mechanics & Service Technicians \$39,107	129
Cost Estimators \$52,594	246	Computer Specialists, All Other \$73,965	59	Computer, Automated Teller & Office Machine Repairers \$32,440	114

Sources: 1-Occupational Employment and Wages (OES) program survey. NOTE: Wages provided represent the median annual wage, which is the midpoint between the highest paid 50% and the lowest paid 50% of workers in that occupation.
2-LMI Projections Program: 2006-2016 job growth and replacement (total openings) for occupational and industrial employment.

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Industries With Growing Employment¹

Annual Openings²

Educational Services	668
Specialty Trade Contractors	564
Administrative and Support Services	511
Ambulatory Health Care Services	414
Hospitals	383
Food Services and Drinking Places	254
General Merchandise Stores	249
Nursing and Residential Care Facilities	233
Professional, Scientific, and Technical Services	226
Management of Companies & Enterprises	183

Source: 3 - LMI Projections Program, 2006-2016

Centralina WDB Area

Anson, Cabarrus, Iredell, Lincoln, Rowan, Stanly & Union Counties



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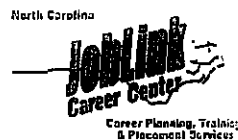
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Centralina
Workforce
Development Board

Long-Term Occupational
Projections 2006 - 2016



Labor Market Information Division
EMPLOYMENT SECURITY COMMISSION
OF NORTH CAROLINA



State Projections



North Carolina Occupational Projections 2006-2016

LMI

Bachelor's Degree Growing Occupations ¹	Annual Openings ²	Associate Degree Growing Occupations ¹	Annual Openings ²	Vocational Training Growing Occupations ¹	Annual Openings ²
Elementary School Teachers, Except Special Education \$38,767	1,676	Registered Nurses \$54,123	3,820	Nursing Aides, Orderlies & Attendants \$22,592	6,575
Business Operations Specialists, All Other \$51,313	1,132	Computer Support Specialists \$41,228	758	Preschool Teachers, Except Special Education \$19,239	5,920
Accountants & Auditors \$54,072	1,049	Paralegals & Legal Assistants \$35,515	402	Hairdressers, Hairstylists & Cosmetologists \$19,955	4,147
Secondary School Teachers, Except Special & Vocational Education \$40,728	953	Medical Records & Health Information Technicians \$26,462	290	Automotive Service Technicians & Mechanics \$33,758	4,102
*Construction Managers \$71,901	917	Dental Hygienists \$60,625	270	Licensed Practical & Licensed Vocational Nurses \$37,781	3,396
Middle School Teachers, Except Special & Vocational Education \$38,092	880	Medical & Clinical Laboratory Technicians \$34,591	173	Real Estate Sales Agents \$47,754	2,293
Network Systems & Data Communications Analysts \$64,219	506	Veterinary Technologists & Technicians \$25,856	167	Emergency Medical Technicians & Paramedics \$28,434	1,712
Child, Family & School Social Workers \$39,364	416	Respiratory Therapists \$47,437	137	Welders, Cutters, Solderers & Brazers \$32,401	1,678 *
Special Education Teachers, Preschool, Kindergarten & Elementary School \$39,977	398	Physical Therapist Assistants \$45,406	122	Fitness Trainers & Aerobics Instructors \$26,528	1,489
Employment, Recruitment & Placement Services \$41,121	298	*Civil Engineering Technicians \$40,219	116	Bus & Truck Mechanics & Diesel Engine Specialists \$36,913	1,210
*Civil Engineers \$65,040	292	Electrical & Electronic Engineering Technicians \$50,246	102	Library Technicians \$27,923	527
Personal Financial Advisors \$61,259	256	Interior Designers \$39,575	93	Security & Fire Alarm Systems Installers \$34,907	484 *
Graphic Designers \$36,985	220	Funeral Directors \$44,383	45	Skin Care Specialists \$24,633	371
Medical & Public Health Social Workers \$40,525	200	Broadcast Technicians \$32,714	41	Computer, Automated Teller & Office Machine Repairers \$36,335	323

Sources: 1-Occupational Employment and Wages (OES) program survey. NOTE: Wages provided represent the median annual wage, which is the midpoint between the highest paid 50% and the lowest paid 50% of workers in that occupation.
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Industries With Growing Employment*	Annual Openings
Ambulatory Health Care Services	7,660
Administrative & Support Services	7,514
Educational Services	7,447
Food Services & Drinking Places	6,755
Professional, Scientific & Technical Services	5,236
Specialty Trade Contractors	4,060
Hospitals	3,379
Nursing & Residential Care Facilities	2,290
General Merchandise Stores	1,530
Amusement, Gambling & Recreation Industries	997

Industries With Declining Employment	Annual Decline
Furniture & Related Product Manufacturing	2,156
Textile Mills	2,129
Apparel Manufacturing	1,139
Telecommunications	356
Electrical Equipment, Appliance & Component Manufacturing	356
Beverage & Tobacco Product Manufacturing	342
Utilities	217
Miscellaneous Store Retailers	206
Printing & Related Support Activities	201
Paper Manufacturing	160

Source: 3 - LMI Projections Program, 2006-2016



North Carolina



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North Carolina

LMI



**Long-Term
Occupational Projections
2006-2016**

State Projections



North Carolina Occupational Projections 2006-2016

LMI

Bachelor's Degree Growing Occupations ¹	Annual Openings ²	Associate Degree Growing Occupations ¹	Annual Openings ²	Vocational Training Growing Occupations ¹	Annual Openings ²
Elementary School Teachers, Except Special Education \$38,767	1,676	Registered Nurses \$54,123	3,820	Nursing Aides, Orderlies & Attendants \$22,592	6,575
Business Operations Specialists, All Other \$51,313	1,132	Computer Support Specialists \$41,228	738	Preschool Teachers, Except Special Education \$19,239	5,920
Accountants & Auditors \$54,072	1,049	Paralegals & Legal Assistants \$35,515	402	Hairdressers, Hairstylists & Cosmetologists \$19,955	4,147
Secondary School Teachers, Except Special & Vocational Education \$40,728	983	Medical Records & Health Information Technicians \$26,462	290	Automotive Service Technicians & Mechanics \$33,758	4,102
*Construction Managers \$71,901	917	Dental Hygienists \$60,625	270	Licensed Practical & Licensed Vocational Nurses \$37,781	3,396
Middle School Teachers, Except Special & Vocational Education \$38,092	880	Medical & Clinical Laboratory Technicians \$34,591	173	Real Estate Sales Agents \$47,754	2,293
Network Systems & Data Communications Analysts \$64,219	506	Veterinary Technologists & Technicians \$25,856	167	Emergency Medical Technicians & Paramedics \$28,434	1,712
Child, Family & School Social Workers \$39,364	416	Respiratory Therapists \$47,437	137	Welders, Cutters, Solderers & Brazers \$32,401	1,678 *
Special Education Teachers, Preschool, Kindergarten & Elementary School \$39,977	398	Physical Therapist Assistants \$45,406	122	Fitness Trainers & Aerobics Instructors \$26,528	1,489
Employment, Recruitment & Placement Services \$41,121	298	*Civil Engineering Technicians \$40,219	116	Bus & Truck Mechanics & Diesel Engine Specialists \$36,913	1,210
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Personal Financial Advisors \$61,259	256	Interior Designers \$39,575	93	Security & Fire Alarm Systems Installers \$34,907	484 *
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Sources: 1-Occupational Employment and Wages (OES) program survey. NOTE: Wages provided represent the median annual wage, which is the midpoint between the highest paid 50% and the lowest paid 50% of workers in that occupation.
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Administrative & Support Services	7,514
Educational Services	7,447
Food Services & Drinking Places	6,755
Professional, Scientific & Technical Services	5,236
Specialty Trade Contractors	4,060
Hospitals	3,379
Nursing & Residential Care Facilities	2,290
General Merchandise Stores	1,530
Amusement, Gambling & Recreation Industries	997

Industries With Declining Employment	Annual Decline
Furniture & Related Product Manufacturing	2,156
Textile Mills	2,129
Apparel Manufacturing	1,139
Telecommunications	358
Electrical Equipment, Appliance & Component Manufacturing	356
Beverage & Tobacco Product Manufacturing	342
Utilities	217
Miscellaneous Store Retailers	206
Printing & Related Support Activities	201
Paper Manufacturing	160

Source: 3 - LMI Projections Program, 2006-2016



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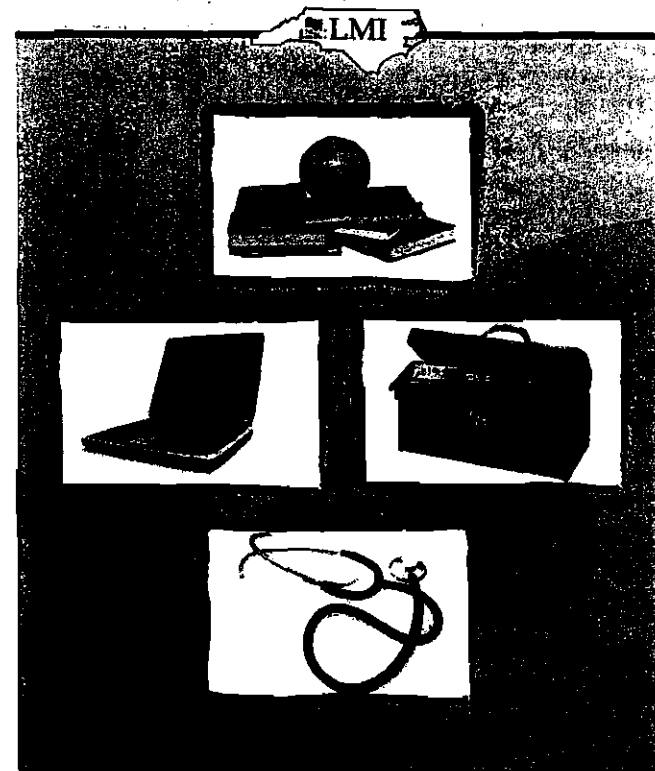
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**Long-Term
Occupational Projections
2006-2016**

State Projections



North Carolina Occupational Projections 2006-2016

LMI

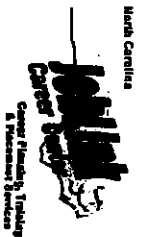
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Source: 3-LMI Projections Program, 2006-2016



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North Carolina



**Long-Term
Occupational Projections
2006-2016**

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 1, 2010

Action Agenda Item No. 5/2a

(Central Admin. use only)

SUBJECT: Catawba River Water Treatment Plant - Process Modifications

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Task Order 001A, 002, 003

INFORMATION CONTACT:
Ed Goscicki

TELEPHONE NUMBERS:

704-296-4212

DEPARTMENT'S RECOMMENDED ACTION: Accept scope of design services from engineer and allow the County Manager to execute the Task Order upon legal review.

BACKGROUND: On 1/5/2009, BCC authorized Manager to approve the Preliminary Engineering Services Agreement and Task Order #1 for Hobbs and Upchurch for the Catawba River Water Treatment Plant Expansion. Based on the findings of the PER the CRWTP Board approved moving forward with the Environmental Coordination; Preliminary Design; and Final Design phase of the project, as shown in the attached Task Order. The scope for this phase of the project includes all coordination with Black and Veatch on issues related to the Environmental Permitting associated with the Reservoir Project. Additional scope for both the Preliminary and Design Phases shall include the following process modifications. New Raw Water Intake Structure and Pumps for optimizing the current withdrawal permit (100 mgd) from the Catawba River. Raw Water Transmission Main adequate to bypass the expanded reservoir during emergency conditions. New Filter Outlet Piping, Low Lift Pumping Station for added Granular Activated Carbon to enhance the overall water quality and meet increasingly more stringent disinfection by-product regulations. Expansion of the Residuals Handling Facilities to add additional spray irrigation fields on-site. Improvements to both Finished Water Pumping Stations to include Variable Speed Drives to provide greater energy efficient pumping.

FINANCIAL IMPACT: \$377,920, which represents Union County 's share of the cost.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

UNION COUNTY - CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Attorney, (3) Risk Management, (4) Information Systems, (5) Finance, (6) Clerk, (7) County Manager

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2448

Party/Vendor Name: Hobbs Upchurch & Associates, P.A.

Party/Vendor Contact Person: Mr. Brad Bucy Contact Phone: 704-342-3000

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):

Address: 1300 Baxter Stret City: Charlotte State: NC Zip: 28204

Department: Public Works Amount: \$377,920.00

Purpose: Design Services for CRWTP Expansion/Process Modifications

Budget Code(s)(put comma between multiple codes): 64-571400-5594-WP004

Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable]

TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: _____

If this is a grant agreement, pre-application has been authorized by the Board of Commissioners

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature: [Signature] Date: 1/27/10

Approval by Board **ATTORNEY**

Approval by Manager (less than \$20,000) This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No

Approval by Manager per authorization of Board

Date of Board authorization: _____ Attorney's Signature: _____

Approval by Manager subject to authorization by Board Date: _____

Date Board authorization requested: _____

Clerk to confirm authorization given _____

RISK MANAGEMENT

Use Standard Template

[Include these coverages: CGL ; Auto ; WC ; Professional ; Property ; Pollution ; Nonprofit ; Technology E&O

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

With incorporation of insurance provisions as shown, this document is approved by the Risk Manager:

Risk Manager's Signature: _____ Date: _____

INFORMATION TECHNOLOGY DIRECTOR

(Applicable only for hardware/software purchase or related services)

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature Date: _____

BUDGET AND FINANCE

Date Received: _____

Yes No -Sufficient funds are available in the proper category to pay for this expenditure.

Yes No -This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.

Budget Code: _____ Vendor No.: _____ Encumbrance No.: _____

Notes: _____

Yes No - A budget amendment is necessary before this agreement is approved.

Yes No - A budget amendment is attached as required for approval of this agreement.

Finance Director's Signature: _____ Date: _____

CLERK

Date Received: _____ Agenda Date: _____ Approved by Board: Yes No at meeting of _____

Signature(s) Required: Board Chairman/County Manager Finance Director Clerk

Attorney Information Tech. Director Other: _____

COUNTY MANAGER

This document has been reviewed and its approval recommended by the County Manager. Yes No

County Manager's Signature: _____ Date: _____

Exhibit A
Task Order 001A, 002, and 003

This Task Order pertains to an Agreement by and among UNION COUNTY, NC and LANCASTER COUNTY WATER & SEWER DISTRICT, SC (collectively, "OWNER"), and HOBBS, UPCHURCH & ASSOCIATES, P.A. ("ENGINEER"), dated June 12th, 2009 ("the Agreement"). ENGINEER shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly authorized and signed by all parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 001A (Environmental Coordination); 002 (Preliminary Design Phase) and 003 (Design Phase)

PROJECT NAME: Catawba River Water Treatment Plant / Process Modifications (**Task 001A – Environmental Coordination; Task 002 – Preliminary Design Phase and Task 003 – Design Phase**)

PART 1.0 PROJECT DESCRIPTION / PROJECT UNDERSTANDING:

The Catawba River Water Treatment Plant (CRWTP) is a 36-mgd water treatment facility and is owned by the Catawba River Water Supply Project, which is a joint venture by Union County, NC and Lancaster County Water & Sewer District, SC. OWNER plans to proceed with process modifications to the existing water treatment facility to meet the needs of its customer base.

The scope of work to be included in the Preliminary Design Phase and the Design Phase include the following process modifications:

- New recessed concrete raw water intake structure with static screens and a new river pump station to parallel the existing river pumps. Both structures shall be designed to optimize CRWTP's ability to withdraw water in compliance with the terms of existing Interbasin Transfer (Withdrawal) Permit; in turn minimizing the demands on the Catawba River during low flow periods.
- Raw Water Transmission / Bypass main to replace the existing portion of the raw water line which will be abandoned to facilitate the construction of the proposed reservoir. The new transmission will consist of approximately 1850 LF and shall be adequate to bypass the expanded reservoir during emergency conditions where it may be necessary to take the reservoir off-line and pump directly from the river to the treatment facility.
- New Filter Outlet Piping, Low Lift Pumping Station, Site Piping and Sitework for Granular Activated Carbon (GAC) Contactors to enhance the treatment facility's ability to improve taste and odor, overall water quality, and to meet increasingly more stringent disinfection by-product and other future requirements

- Additional administrative offices as required for additional training, office, administrative, and laboratory space to include civil, structural, architectural, electrical, and mechanical requirements
- Expansion of Residuals Handling Facilities will include modifications to the residuals equalization basins and additional spray irrigation fields to be located on-site to the northwest and adjacent to the existing spray fields. These improvements are necessary to provide relief and flexibility to CRWTP's operations during peak flow periods when existing facilities are maximized.
- Improvements to the existing Union County and Lancaster County Finished Water Pump Stations (FWPS) including the utilization of Variable Speed Drives to provide greater energy efficient pumping and new pumps to optimize the 36 MGD plant capacity. These improvements will enhance the plant's ability to optimize existing flows as needed between Union County, LCW&SD south, and LCW&SD north transmission systems. The addition of variable speed drive capability and new vertical turbine pumps will provide LCW&SD with a much needed contingency plan in the event their primary control tank (North Corner) is off-line. Replacement of the LCW&SD pump station with a vertical turbine application similar to Union County's facility will reduce operation and maintenance costs associated with the near 20 year old horizontal split case pumps. Existing LCW&SD FWPS will be incorporated as an emergency back-up pumping source.

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

2.1 Task 001A – Environmental Coordination

Engineer shall provide coordination with the OWNER and Reservoir Project Consultant on issues related to Environmental Permitting associated with the Plant Components identified in Part 1.0 of this agreement. Coordination shall include but not be limited to attending meetings, providing documentation including pertinent drawings and reports, maintaining communications, and responding to questions and requests from regulatory agencies, OWNER, and the Reservoir Project Consultant. These services shall be provided on an hourly basis not to exceed \$15,000 without prior approval from the OWNER in accordance with Part 7.0 and the attached Fee Schedule.

2.2 Task 002 – Preliminary Design Phase

2.2.1. Prepare Preliminary Design documents, consisting of design parameters, preliminary drawings, outline specifications and written descriptions of the Project. Findings of the Preliminary Engineering Assessment shall be incorporated into the Preliminary Design documents.

2.2.2. Provide field topographical surveys and provide property surveys as required for the

design of proposed plant components identified in Part 1.0.

2.2.3. Coordination of geotechnical subsurface investigations to evaluate feasible foundation systems, site preparation and general earthwork procedures for use in the design and construction of proposed structures. In accordance with 5.3 of the Agreement, the service shall be provided by the OWNER at the request of the ENGINEER. Upon determination of exact requirements determined from Preliminary Design; engineer shall prepare a scope of work and receive multiple quotes from geotechnical engineers for final selection by the Owner. This has been identified in Part 7.0 as a reimbursable item not to exceed \$15,000 without prior approval from the OWNER.

2.2.4. Submit an Opinion of Probable Construction Costs, based on the information contained in the Preliminary Design documents.

2.2.5. Furnish 4 copies of the above Preliminary Design documents and present and review them in person with OWNER.

2.3 Task 003 - Design Phase.

2.3.1 Prepare drawings and specifications for incorporation in the contract documents to be executed by OWNER and the successful bidder on the construction of the Project, based on the OWNER approved Preliminary Design documents and the revised Opinion of Probable Construction Costs. These documents are prepared to show the general scope, extent and character of the work to be furnished and performed by contractor, hereinafter called "Drawings and Specifications."

Said specifications will be prepared in conformance with the sixteen division format of the Construction Specifications Institute and based on ENGINEER's standard specifications and General Conditions.

2.3.2 Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of governmental authorities that have jurisdiction to approve the design of the PROJECT and assist OWNER in consultations with appropriate authorities.

2.3.3 Advise OWNER of any adjustments to the latest Opinion of Probable Construction Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER a revised Opinion of Probable Construction Costs based on the Drawings and Specifications.

2.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general and supplementary conditions of the construction contract, proposal form, invitations to bid and instructions to bidders, among other agreements, hereinafter referred to as "Contract Documents." ENGINEER shall use for the general conditions the

Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee, EJCDC No. 1910-8 (1996 Edition).

2.3.5 Furnish four (4) copies of the above documents and of the Drawings and Specifications and present and review them in person with OWNER.

2.3.6 The ENGINEER shall take the lead on Power Infrastructure Requirements, SCADA Infrastructure, Security Cameras and Alarms, and shall provide coordination on these items with Black and Veatch (Reservoir Project consultant).

2.3.7 Piping & Instrumentation Drawings will be developed for the complete scope of process modifications. The drawings will include identification numbers on all equipment, instrumentation and piping locations throughout the process, and control loops.

2.3.8 Existing and future electrical requirements will be accommodated in the designs at the Union County and LCW&SD finished water pumping stations.

PART 3.0 SCOPE OF SERVICES TO BE PROVIDED BY SUBCONSULTANT ON THE PROJECT

In addition to services provided by the ENGINEER, subconsultant, Marziano & McGougan (M&M) shall provide certain services during Task 002 – Preliminary Design Phase and Task 003 – Design Phase of the Project. The ENGINEER shall provide Geotechnical, Electrical, Mechanical, Structural, and Surveying support to M&M for Task 002 and 003.

M&M shall render the services outlined in 3.1 and 3.2 to the Engineer for Task 002 and 003; respectively, as pertains to the following scope:

- New Filter Outlet Piping, Low Lift Pumping Station, Site Piping and Sitework for Granular Activated Carbon (GAC) Contactors to enhance the treatment facility's ability to improve taste and odor, overall water quality, and to meet increasingly more stringent disinfection by-product and other future requirements
- Additional administrative offices as required for additional training, office, administrative, and laboratory space to include civil, structural, architectural, electrical, and mechanical requirements
- Piping & Instrumentation Drawings will be developed for the complete scope of process modifications. The drawings will include identification numbers on all equipment, instrumentation and piping locations throughout the process, and control loops.

3.1 Task 002 - Preliminary Design Phase

3.1.1 Prepare Preliminary Design documents, consisting of design parameters, preliminary drawings, outline specifications and written descriptions of the Project. Findings of the Preliminary Engineering Assessment shall be incorporated into the Preliminary Design documents.

3.1.2 Survey Points shall be provided to M&M by the ENGINEER. M&M will develop layout drawings of existing water treatment features and topography.

3.1.3 Subsurface evaluation will be coordinated with ENGINEER in conjunction with the survey. M&M will select locations for the borings.

3.1.4 Submit an Opinion of Probable Construction Costs, based on the information contained in the Preliminary Design documents.

3.1.5 Furnish the above Preliminary Design documents and present and review them in person with ENGINEER and OWNER.

3.2 Task 003 - Design Phase

3.2.1 Prepare and provide drawings and specifications to the ENGINEER for incorporation in the contract documents to be executed by OWNER and the successful bidder on the construction of the Project, based on the OWNER approved Preliminary Design documents and the revised Opinion of Probable Construction Costs. These documents are prepared to show the general scope, extent and character of the work to be furnished and performed by contractor, hereinafter called "Drawings and Specifications."

Said specifications will be prepared in conformance with the sixteen division format of the Construction Specifications Institute and based on ENGINEER's standard specifications and General Conditions.

Said drawings shall consist of the following:

General Layout: M&M will develop the general drawings for the components outlined in 3.0 above including existing site drawings, layout drawings, piping drawings and details, grading drawings and erosion control details, and miscellaneous general details.

Piping and Instrumentation Drawings (P&ID): P&ID will be developed for the complete scope of process modifications. The drawings will include identification numbers on all equipment, instrumentation and piping locations throughout the process, and control loops.

Structural Drawings: M&M will prepare structural drawings including all wall sections

providing coordination with the ENGINEER. ENGINEER will overlay directly on the structural drawings provided, showing reinforcing steel, structural steel, and all structural details.

Environmental Drawings: M&M will work closely with the ENGINEER and OWNER to select the water treatment plant equipment. The drawings will be prepared to show the proper installation of equipment. The Environmental drawings will be furnished to the ENGINEER along with equipment specifications for electrical and structural design.

Architectural Drawings: M&M will prepare Architectural Drawings for all buildings associated with the expansion. The drawings will be coordinated with Engineer for all structural details.

Electrical Drawings: M&M will provide base drawings for use by ENGINEER for electrical design. The drawings will show the location of all equipment that requires electrical design. The equipment specifications will be provided at the same time. M&M will coordinate with ENGINEER on electrical requirements throughout the design.

Mechanical Drawings: M&M will provide base drawings showing locations for HVAC and Plumbing for use by the ENGINEER.

3.2.2 Provide technical criteria, written descriptions and design data for ENGINEER's use in filing applications for permits with or obtaining approvals of governmental authorities that have jurisdiction to approve the design of the PROJECT and assist ENGINEER in consultations with appropriate authorities.

3.2.3 Advise ENGINEER of any adjustments to the latest Opinion of Probable Construction Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to ENGINEER a revised Opinion of Probable Construction Costs based on the Drawings and Specifications.

3.2.4 Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with ENGINEER and OWNER.

3.2.5 Subconsultant shall identify to the ENGINEER all Power Infrastructure Requirements, SCADA Infrastructure, Security Cameras and Alarms, and shall provide coordination on these items with the ENGINEER.

3.3 Payments to subconsultant for services outlined above shall be:

Task 002:	Preliminary Design	Lump Sum	\$78,470
Task 003:	Detailed Design	Lump Sum	<u>\$216,950</u>
	Total		\$295,420

PART 4.0 ADDITIONAL SERVICES (NOT PART OF BASIC SERVICES):

After written Task Order and authorization to proceed, ENGINEER will provide the following services in accordance with the subject agreement: Bidding, Construction, and Operational Services. After written Task Order and authorization to proceed, subconsultant will provide the following services in accordance with the Subconsultant Agreement: Bidding, Construction, and Operational Services. All of these services shall be provided at a fee negotiated prior to authorization to proceed.

PART 5.0 OWNER'S RESPONSIBILITIES:

As may be required by the project requirements, OWNER shall furnish services of soils/geotechnical engineers, permitting fees, and other items as designated in the Agreement. If pilot testing is required, OWNER will be responsible for any fees associated with equipment rental, as well as any operational costs associated with the testing.

PART 6.0 PERIODS OF SERVICE:

Task 001:	Preliminary Engineering Report	June 12, 2009 – January, 2010
Task 001A:	Environmental Coordination	As Needed
Task 002:	Preliminary Design	3 months from Authorization to Proceed
Task 003:	Detailed Design	6 months from completion of Task 002

PART 7.0 PAYMENTS TO ENGINEER:

Task 001A:	Environmental Coordination	Lump Sum	\$15,000
Task 002:	Preliminary Design	Lump Sum	\$166,940
Task 003:	Detailed Design	Lump Sum	\$558,900
^Geotechnical Subsurface Reports	Reimbursable – Not to Exceed		<u>\$15,000</u>
	Total		\$755,840

^ Refer to paragraph 2.1.3 of this Task Order and paragraph 5.3 of the Agreement

PART 8.0 OTHER:

ENGINEER will execute a sub-consultant agreement (Task Order SC-02 and SC-03) with Marziano & McGougan, P.A., to be reviewed and approved by OWNER, for services to be provided under this Task Order. Any services furnished by Marziano & McGougan, P.A. to ENGINEER in connection with the Project shall be included in a Task Order approved by OWNER issued pursuant to the Master Agreement between OWNER and ENGINEER. Such services furnished by Marziano & McGougan, P.A. to ENGINEER shall also be included in a Task Order approved by ENGINEER issued pursuant to the Subconsultant Agreement between ENGINEER and Marziano & McGougan, P.A. It is the responsibility and risk of ENGINEER to

ensure that the description of services by Marziano & McGougan, P.A. in the respective Task Orders are identical. ENGINEER shall be responsible to OWNER and shall hold harmless and indemnify OWNER for any dispute, claim, liability or other risk attendant upon OWNER, either because of a Task Order approved by OWNER or due to another duty imposed by law or in fact, in connection with, arising from or relating to a dispute, claim or liability between ENGINEER and Marziano & McGougan, P.A. on this Project.

This Task Order is executed this _____ day of _____, 2010.

UNION COUNTY,
NORTH CAROLINA

LANCASTER CO. WATER & SEWER DISTRICT
SOUTH CAROLINA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 500 N. Main St.
Monroe, NC 28112

Address: 1403 Kershaw-Camden Hwy
Lancaster, SC 29721

HOBBS, UPCHURCH & ASSOCIATES, P.A.

By: _____

Name: _____

Title: _____

Address: 300 SW Broad Street
Southern Pines, NC 28387

FEE SCHEDULE

Hobbs, Upchurch & Associates, P.A. is pleased to offer our clients a competitive rate structure. Our firm aggressively pursues the control of overhead and quality in an effort to maintain the highest level of professional service at the most reasonable project costs.

ENGINEER GRADE V	\$140.00/HOUR
ENGINEER GRADE IV	\$130.00/HOUR
ENGINEER GRADE III	\$100.00/HOUR
ENGINEER GRADE II	\$ 80.00/HOUR
ENGINEER GRADE I	\$ 65.00/HOUR
SURVEY MANAGER	\$130.00/HOUR
SURVEYOR GRADE II	\$100.00/HOUR
SURVEYOR GRADE I	\$ 70.00/HOUR
SURVEY CREW TWO MAN	\$100.00/HOUR
GIS COORDINATOR	\$ 90.00/HOUR
DESIGNER GRADE IV	\$110.00/HOUR
DESIGNER GRADE III	\$ 90.00/HOUR
DESIGNER GRADE II	\$ 80.00/HOUR
DESIGNER GRADE I	\$ 60.00/HOUR
CONSTRUCTION MANAGER III	\$100.00/HOUR
CONSTRUCTION MANAGER II	\$ 80.00/HOUR
CONSTRUCTION MANAGER I	\$ 70.00/HOUR
ENVIRONMENTAL SPECIALIST	\$ 70.00/HOUR
COMMUNITY DEVELOPMENT SPECIALIST III	\$110.00/HOUR
COMMUNITY DEVELOPMENT SPECIALIST II	\$ 80.00/HOUR
ADMINISTRATOR	\$ 60.00/HOUR

Hobbs, Upchurch & Associates, P.A. hourly rates include all expenses and reflect our competitive pricing.

Specific projects may be addressed on an hourly rate or based on mutually agreed upon lump sum fees, negotiated on the basis of a well-defined scope of services.

The ultimate aim of our services and fees is to provide the client with professional assistance in a timely and cost-conscious manner.

Task Order (SC-002 and SC-003)

This Task Order pertains to an Agreement (Subconsultant Agreement) between Hobbs, Upchurch & Associates, P.A. ("Engineer"), and Marziano & McGougan, P.A. ("Consultant" or "M&M"), dated June 12, 2009. Consultant shall perform services on the project phase described below as provided herein and in the Subconsultant Agreement. This Task Order shall not be binding until it has been properly authorized and signed by both parties. Upon execution, this Task Order shall supplement the Subconsultant Agreement as it pertains to the project phase described below.

TASK ORDER NUMBER: SC-002 and SC-003

PROJECT NAME: Catawba River Water Treatment Plant / Process Modifications (**Task -002 Preliminary Design Phase and Task 003 Design Phase**)

PART 1.0 PROJECT DESCRIPTION:

The Catawba River Water Treatment Plant (CRWTP) is a 36-mgd water treatment facility and is owned by the Catawba River Water Supply Project, which is a joint venture by Union County, NC and Lancaster County Water & Sewer District (collectively, OWNER), SC. OWNER plans to proceed with process modifications to the existing water treatment facility to meet the needs of its customer base.

The scope of work to be performed by the Consultant consists of the following:

- New Filter Outlet Piping, Low Lift Pumping Station, Site Piping and Sitework for Granular Activated Carbon (GAC) Contactors to enhance the treatment facility's ability to improve taste and odor, overall water quality, and to meet increasingly more stringent disinfection by-product and other future requirements
- Additional administrative offices as required for additional training, office, administrative, and laboratory space to include civil, structural, architectural, electrical, and mechanical requirements
- Piping & Instrumentation Drawings will be developed for the complete scope of process modifications. The drawings will include identification numbers on all equipment, instrumentation and piping locations throughout the process, and control loops.

PART 2.0 SCOPE OF BASIC SERVICES TO BE PERFORMED BY CONSULTANT ON THE PROJECT:

In addition to services provided by the engineer, M&M shall provide certain services during Task 002 - Preliminary Design Phase and Task 003 - Design Phase of the Project. The engineer shall provide Geotechnical, Electrical, Mechanical, Structural, and Surveying support to M&M.

M&M shall render the following services outlined below in 2.1 and 2.2 to the Engineer for Task 002 and 003; respectively, as pertains to the scope of work outlined in Part 1.0 above.

2.1 Task 002 – Preliminary Design Phase

2.1.1. Prepare Preliminary Design documents, consisting of design parameters, preliminary drawings, outline specifications and written descriptions of the Project. Findings of the Preliminary Engineering Assessment shall be incorporated into the Preliminary Design documents.

2.1.2 Survey Points shall be provided to M&M by the engineer. M&M will develop layout drawings of existing water treatment features and topography.

2.1.3 Subsurface evaluation will be coordinated with engineer in conjunction with the survey. M&M will select locations for the borings.

2.1.4 Submit an Opinion of Probable Construction Costs, based on the information contained in the Preliminary Design documents.

2.1.5 Furnish the above Preliminary Design documents and present and review them in person with ENGINEER and OWNER.

2.2 Task 003 - Design Phase

2.2.1 Prepare and provide drawings and specifications to the engineer for incorporation in the contract documents to be executed by owner and the successful bidder on the construction of the Project, based on the owner approved Preliminary Design documents and the revised Opinion of Probable Construction Costs. These documents are prepared to show the general scope, extent and character of the work to be furnished and performed by contractor, hereinafter called "Drawings and Specifications."

Said specifications will be prepared in conformance with the sixteen division format of the Construction Specifications Institute and based on engineer's standard specifications and General Conditions.

Said drawings shall consist of the following:

General Layout: M&M will develop the general drawings for the components outlined in 3.0 above including existing site drawings, layout drawings, piping drawings and details, grading drawings and erosion control details, and miscellaneous general details.

Piping and Instrumentation Drawings (P&ID): P&ID will be developed for the complete scope of process modifications. The drawings will include identification numbers on all equipment,

instrumentation and piping locations throughout the process, and control loops.

Structural Drawings: M&M will prepare structural drawings including all wall sections providing coordination with the engineer. Engineer will overlay directly on the structural drawings provided, showing reinforcing steel, structural steel, and all structural details.

Environmental Drawings: M&M will work closely with the engineer and owner to select the water treatment plant equipment. The drawings will be prepared to show the proper installation of equipment. The Environmental drawings will be furnished to the engineer along with equipment specifications for electrical and structural design.

Architectural Drawings: M&M will prepare Architectural Drawings for all buildings associated with the expansion. The drawings will be coordinated with Engineer for all structural details.

Electrical Drawings: M&M will provide base drawings for use by engineer for electrical design. The drawings will show the location of all equipment that requires electrical design. The equipment specifications will be provided at the same time. M&M will coordinate with ENGINEER on electrical requirements throughout the design.

Mechanical Drawings: M&M will provide base drawings showing locations for HVAC and Plumbing for use by the engineer.

2.2.2 Provide technical criteria, written descriptions and design data for engineer's use in filing applications for permits with or obtaining approvals of governmental authorities that have jurisdiction to approve the design of the PROJECT and assist ENGINEER in consultations with appropriate authorities.

2.2.3 Advise ENGINEER of any adjustments to the latest Opinion of Probable Construction Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to ENGINEER a revised Opinion of Probable Construction Costs based on the Drawings and Specifications.

2.2.4 Furnish copies of the above documents and of the Drawings and Specifications and present and review them in person with ENGINEER and OWNER.

2.2.5 Consultant shall identify to the ENGINEER all Power Infrastructure Requirements, SCADA Infrastructure, Security Cameras and Alarms, and shall provide coordination on these items with the engineer.

PART 3.0 ADDITIONAL SERVICES (NOT PART OF BASIC SERVICES):

After written Task Order and authorization to proceed, Consultant will provide the following services in accordance with the subject agreement: Bidding, Construction, and Operational

Services. These services shall be provided at a fee negotiated prior to authorization to proceed.

PART 4.0 ENGINEER'S RESPONSIBILITIES:

As may be required by the project requirements, Engineer shall furnish services of soils/geotechnical, structural, and electrical and mechanical engineers, and surveying. If pilot testing is required, any fees associated with equipment rental, as well as any operational costs associated with the testing, shall be pre-approved by the Engineer.

PART 5.0 PERIODS OF SERVICE:

Task SC-001: Preliminary Engineering Report	June 12, 2009 – January, 2010
Task SC-002: Preliminary Design	3 months from Authorization to Proceed
Task SC-003: Detailed Design	6 months from Completion of Task SC-002

PART 6.0 PAYMENTS TO CONSULTANT:

Payments to subconsultant for services outlined above shall be:

Task SC-002: Preliminary Design	Lump Sum	\$78,470
Task SC-003: Detailed Design	Lump Sum	<u>\$216,950</u>
Total		\$295,420

PART 7.0 OTHER: N/A

This Task Order is executed this _____ day of _____, 2010.

HOBBS, UPCHURCH & ASSOCIATES, P.A.

By: _____

Name: _____

Title: _____

Address: 300 SW Broad Street
Southern Pines, NC 28387

MARZIANO & McGOUGAN, P.A.

By: _____

Name: _____

Title: _____

Address: 1300 Second Avenue, Suite 211
Conway, SC 29526

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 5/2b
(Central Admin. use only)

SUBJECT: P/O for ESRI Maintenance

DEPARTMENT: Information Systems **PUBLIC HEARING:** No

ATTACHMENT(S):

INFORMATION CONTACT:

Information Systems Department,
Carl Lucas 7042922609, or Sybil
Gaddy Information Systems
Department 7042833841

TELEPHONE NUMBERS:

7042922609
7042833841

DEPARTMENT'S RECOMMENDED ACTION: Approval of PO

BACKGROUND: Renewal of Software agreement for Geographis Information Systems (GIS) includes ARC View Arcinfo, Arc pieces for the Web. Esri provies software for Visualizing, managing, creating, and analyzing geographic data. It provides advanced spatial analysis, extensive data maniuplation and highend cartography tools to ge nerate professional quality, publication ready maps.

FINANCIAL IMPACT: In current budget \$41468

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 03-01-2010

Action Agenda Item No. 5/3
(Central Admin. use only)

SUBJECT: Adoption of Union County Jail Medical Plan - 2010

DEPARTMENT: Sheriff

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Lieutenant Jeff Outen

TELEPHONE NUMBERS:

Office (704)292-2666

Cellular (704)320-5939

DEPARTMENT'S RECOMMENDED ACTION: Review and Adopt Jail Medical Plan for 2010

BACKGROUND: 10A NCAC 14J .1001 MEDICAL PLAN

(a) A written medical plan shall be developed in compliance with G.S. 153A 225 and it shall be available for ready reference by jail personnel. The medical plan shall include a description of the health services available to inmates.

(b) The written plan shall include policies and procedures that address the following areas:

(1) Health screening of inmates upon admission;

(2) Handling routine medical care;

(3) The handling of inmates with chronic illnesses or known communicable diseases or conditions;

(4) Administration, dispensing and control of prescription and non prescription medications;

(5) Handling emergency medical problems, including but not limited to emergencies involving dental care, chemical dependency, pregnancy and mental health;

(6) Maintenance and confidentiality of medical records; and

(7) Privacy during medical examinations and conferences with qualified medical personnel.

(c) Inmates must be provided an opportunity each day to communicate their health complaints to a health professional or to an officer. Qualified medical personnel shall be available to evaluate the medical needs of inmates. A written record shall be maintained of the request for medical care and the action taken.

(d) Inmates shall not perform any medical functions in the jail.

(e) The medical plan shall be reviewed annually.

History Note: Authority G.S. 143B 153; 153A 221;
Eff. June 1, 1990;
Amended Eff. December 1, 1991.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Union County Jail Medical Plan

Reviewed: February 1, 2010

Approved By:

Eddie Cathey
Sheriff of Union County

Phillip Tarte
Union County Health Director

Kim Rogers
Chairwoman, Union County Board of Commissioners

Adopted on _____ by the Union County Board of Commissioners

Lynn West
Clerk to the Union County Board of Commissioners

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19	Substance and Chemical Abuse Care
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**UNION COUNTY
DETENTION CENTER
POLICY & PROCEDURE**

NUMBER: 4.01

RESCINDS: 1

**SUBJECT: MEDICAL PLAN FOR THE UNION COUNTY DETENTION
CENTER**

**APPLICABLE STANDARDS: (Prepared in conformity with N.C. General
Statute 153A-225(a) and N.C. Administrative Code 10A NCAC 14J .1001)**

REVISED: February 2, 2009

APPROVED:

DATE:

4.01: Written Medical Plan Required

POLICY STATEMENT:

The Sheriff will develop a written medical plan that is designed to protect the health and welfare of Detention Center inmates. The plan, at a minimum, will address serious medical, mental health, mental retardation, dental and substance abuse problems of inmates. The plan will be reviewed annually by the Sheriff, Detention Center Physician and Union County Health Director, and adopted by the Union County Board of Commissioners.

SPECIFIC PROCEDURES:

Content of Detention Center Medical Plan

The Detention Center Medical Plan shall address, at a minimum, the following medical services:

- A. Health screening of inmates during intake;
- B. Routine medical care;
- C. Sick call;
- D. Non-emergency services;
- E. Emergency services;
- F. Mental health services;
- G. Substance and chemical abuse services;
- H. Dental care;
- I. Administration, dispersing and controlling medications;
- J. Handling suicidal inmates;
- K. Chronic illnesses and communicable diseases;
- L. Confidentiality of medical records;
- M. Privacy during medical examinations and conferences and
- N. Medical co-payments, if authorized.

The plan must provide for inmates being given a daily opportunity to communicate their health complaints to a health professional or officer and require that qualified health personnel be available to evaluate and provide care for the medical needs of inmates.

The medical plan will prohibit inmates from performing medical functions at the Detention Center and require that detention officers inform inmates about access to health care services.

Involvement of County Health Director and Board of Commissioners

Pursuant to G.S. 153A-225(a) and 10A NCAC 14J.1001(e), and as directed by the Sheriff, the Jail Administrator will be responsible for the annual review of the facility medical plan, including that each policy and procedure of the plan is reviewed and approved by the Sheriff, Health Director, and the local mental health authority indicating review and approval of the plan annually.

After the Union County Health Director has approved it, the Sheriff will request that the Union County Board of Commissioners adopt the Detention Center Medical Plan during a formal commissioners meeting.

A copy of the facility's medical plan is posted in the control room in a conspicuous area to afford officers access to the plan

4.01-A: Health Screening of Inmates During Intake

POLICY STATEMENT:

It is the policy of the Union County Detention Center to conduct a health screening on every inmate during the intake process to determine if the inmate is in need of emergency medical care, or mental health services.

SPECIFIC PROCEDURES:

Screening of Newly Admitted Inmates During Intake

All inmates will be screened during the booking process by Union County Detention Center staff using a standard health screening form. The health screening form has been approved for use by the Union County Health Services staff. The specific questions are asked of each inmate about their past and current medical conditions and the answers are recorded on the form by the intake officer. The intake officer will also make visual observations of the inmate and record the inmate's physical and mental conditions. The inmate and the intake officer will sign the form acknowledging that the answers were those given by the inmate. A copy of the form will be placed in the inmate's medical file and followed up as deemed appropriate with Union County Health Services staff.

Inmates Needing Immediate Medical Care

If during the health screening process, an inmate is deemed to need medical or mental care, the arresting officer will be requested to transport the inmate to the local area hospital. In the event that emergency medical care is needed, EMS will be contacted following the procedures set forth in the Emergency/Non-Emergency Medical and Dental Care section of the Union County Detention Center Medical Plan.

4.01-B: Qualified Medical Personnel

POLICY STATEMENT:

Qualified medical personnel will be available to evaluate inmate medical needs at all times. Inmates will not perform any medical functions at the Detention Center.

SPECIFIC PROCEDURES:

24-Hours Availability of Healthcare Personnel

The Union County Health Department will provide 24-hour medical, emergency, dental and mental health care at the Union County Detention Center. A physician will be available for consultation 24 hours per day and will come to the facility a minimum of one hour per week. A licensed nurse (LPN or RN) will be on-duty at the Detention Center or on call 24 hours per day. A mid-level practitioner will be on site Monday through Friday for 40 hours each week.

Inmates Prohibited from Performing Medical Functions

Inmates will not perform any function in or for the medical unit in the Detention Center, regardless of any license or certification the inmate may hold.

Health Care Professional's Qualifications

Health professionals who are hired under contract to provide medical services to the Union County Detention Center must have and maintain an active NC professional license and be competent.

Exclusive Responsibility for Medical Decisions

Health professionals who provide medical services at the Union County Detention will have the exclusive responsibility for medical decisions. At the same time, however, they will be subject to the same security requirements and procedures as detention officers and civilian staff. The names and numbers of all health care service providers will be clearly posted in the control room for easy access

4.01-C: Routine Medical Care/Sick Call

POLICY STATEMENT:

It is the policy of Union County Detention Center to provide each inmate with regular access to health care services from a qualified provider to screen, refer, and provide basic treatment for ongoing or emerging health care problems. Inmates will be provided an opportunity each day to communicate their medical complaints to a health professional or a detention officer.

DEFINITION:

Sick call is an organized method of treating inmate health problems through a regularly scheduled triage session. It provides inmates with the opportunity to report a medical illness or other health problem, and to receive diagnosis or treatment to alleviate the condition, if reasonably possible.

SPECIFIC PROCEDURES:

Inmates Will Be Informed How To Obtain Medical Care

The Booking Officer, during the booking process, will insure that the inmate is aware of the procedure for obtaining medical care.

Officers Will Respond To Healthcare Complaints

Officers will respond to and take appropriate action when an inmate complains of health problems, including dental needs and mental health problems. If a nurse is unavailable or fails to respond in an appropriate or timely manner, the officer receiving the complaint will inform the Shift Supervisor of the situation. The Shift Supervisor will evaluate the circumstances and, if necessary, make immediate arrangements for medical treatment as provided in the medical plan.

Inmates Allowed To Communicate Healthcare Needs Daily

Inmates will be provided an opportunity to communicate their health complaints daily verbally or by submitting a sick call form according to the following procedure:

A. An inmate will request a Sick Call Request form from an officer and complete the form. If an inmate is illiterate or unable to submit a request, an officer will submit one on the inmate's behalf. The inmate will deposit the Sick Call Request form in the collection box of the respective cell block. These requests will be delivered to medical during the passing of medications.

B. A nurse will collect, evaluate and respond to each complaint. Prior to conducting a face-to-face sick call, the nurse will provide the assisting officer with a list of inmates to be seen and evaluated. Sick call will be conducted on a daily basis.

C. All medical action taken will be documented and signed by the nurse. All sick call forms will be kept and filed.

Nurse Will Conduct Sick Call

A nurse will conduct sick call on a regular, established schedule and will, as soon as possible:

- A. Examine the inmate to the extent required to ascertain the nature of the problem;
- B. Provide appropriate treatment consistent with standing or verbal orders issued by the Detention Center physician or other supervising medical authority;
- C. Schedule the inmate for further examination or treatment by the Detention Center mid-level practitioner, physician, psychiatrist, dentist or other specialist, as appropriate; and
- D. Refer the inmate for transfer to the facility clinic or appropriate hospital when necessary.
- E. Arrange for immediate transfer to appropriate facility, clinic, or hospital in medical emergencies.

The Shift Supervisor will assign an officer to assist with sick call. The officer will be responsible for safety, security and for handling inmate supervision while the inmate is in the treatment room with the provider.

Review of Sick Call

A physician will review sick call requests and records on a regular basis, Reviews may include:

- A. An examination of records;
- B. Referrals made by the sick call personnel;
- C. Discussion with the staff member who conducted sick call; and
- D. Actual examination of the inmate, if necessary.

Detention Center Physician and Specialists Will Be Available

A Detention Center mid-level practitioner and/or physician will be on-call 24-hours-per-day and will be available to respond to inmate medical needs referred by Detention Center nurses and officers. A mid-level practitioner is available Monday through Friday to examine, diagnose, and treat inmates.

A psychiatrist will conduct clinical rounds at the facility at least once weekly and a dentist will be available at least twice monthly. When necessary, inmates will be scheduled for outside treatment and/or seen by medical specialists as determined by the Detention Center physician.

4.01-D:Emergency/Non-Emergency Medical and Dental Care

POLICY STATEMENT:

It is the policy of the Union County Detention Center to provide emergency and non-emergency medical and dental services for inmates that is consistent with community standards of health care. Medical emergencies will be reported to medical staff immediately. Medical staff will respond promptly to all such requests. Until Detention Center medical staff is available, officers will render basic first aid services and other assistance. Inmates will not be escorted to the Detention Center clinic without the expressed permission of on-duty medical staff. Basic first aid kits will be available at various duty stations within the Detention Center.

DEFINITIONS:

A *medical emergency* is any medical event requiring immediate medical intervention including, but not limited to: unconsciousness or semi-consciousness, breathing difficulties and shortness of breath, chest pain, uncontrolled bleeding, head injury, broken bones, burns, uncontrolled pain, severe swelling, mouth or dental injury, severe alcohol or drug-induced intoxication, suicidal or self-destructive behavior, disorientation, exaggerated mood swings, delusions or hallucinations (auditory, visual, tactile, etc.,) intense fear, depression, anxiety or panic, and/or any other symptoms or complaints that indicates an inmate requires immediate medical care.

A *medical non-emergency* is any medical event that does not require immediate medical intervention including, but not limited to, minor aches and pains, insomnia, minor injuries or cuts, non-serious bleeding, skins disorders, mild to moderate depression or anxiety, fever and/or any other symptoms or complaints that do not indicate an inmate requires emergency medical care.

SPECIFIC PROCEDURES:

Sick Call Available For Non-Emergencies

Inmates experiencing medical and dental non-emergencies are provided with a sick call slip and encouraged to sign up for sick call. Officers will notify medical staff if an inmate states he is experiencing medical difficulties, and is requesting immediate medical care, and inform them of the inmate's symptoms or complaint. Medical staff will evaluate the needs of the inmate and determine if the inmate should be seen immediately or wait for sick call.

First Aid During An Emergency

If an inmate is experiencing a medical or dental emergency or complains of symptoms that indicate an emergency, a detention officer will notify Detention Center medical staff

immediately and administer first aid as necessary. Officers are required to administer first aid (including CPR) without unnecessary delay.

The Detention Center clinic is not equipped as a trauma emergency room. Inmates will not be escorted or transported to the Detention Center clinic without the expressed permission of Detention Center medical staff. When it involves a life-threatening emergency, medical staff will respond to the scene of the incident.

Medical Staff Will Evaluate Medical and Dental Need

Medical staff will respond to any report of a medical or dental emergency within the Union County Detention Center, evaluate the situation and render appropriate aid. Under normal circumstances, medical staff will determine if a local Emergency Medical Services provider (rescue squad) should be requested.

Supervisors May Contact EMS

The Shift Supervisor has the authority to request the local Emergency Medical Services provider dispatched to the scene of any incident at any time if he/she feels that outside emergency medical services are necessary.

Master Control Operator Will Notify EMS

The Master Control operator will contact 9-1-1 by telephone and request the local Emergency Medical Services provider. An officer will be assigned to stand by outside the facility until EMS arrives and to escort them to the medical emergency.

Officer to Accompany Inmate to Medical Facility

Whenever an inmate is transported outside this facility, the Shift Supervisor will assign sufficient detention staff to assure the inmate's safety, security and custody.

An officer will remain with the inmate at all times and will maintain proper custody of the inmate. Inmates will be handcuffed or otherwise restrained at all times, if feasible. Restraints should not be removed except by specific order of medical staff, and only if sufficient assistance is available to maintain secure custody of the inmate. If feasible, one type of hard restraint (handcuffs or leg restraints) should be maintained at all times. Officers will inform medical staff of the possible consequences of removing restraints from offenders, persons experiencing psychological emergencies, and inmates who pose an escape risk.

First Aid Kits

First responder kits, primarily for controlling excessive bleeding and protection of employees from blood borne diseases, will be placed in the command area and storage area between the four housing blocks. The Shift Supervisor will assure that medical

supplies are replaced after use.

Automatic External Defibrillator (AED)

An AED is used to treat people with heart attacks. There is an AED located in Master Control and a second AED is located in the medical clinic. Initial training may be provided by the mid-level practitioner or the American Red Cross to medical staff and the detention officers. If an inmate is unconscious with no pulse and no respirations, the AED should be connected immediately.

Notification of Detention Center Administrator

The Detention Center Administrator will be notified if an inmate is transferred to the hospital in critical condition or with a serious injury occurring at the Detention Center.

Report Required

The Shift Supervisor and detention staff involved in an emergency shall submit an incident report to the Detention Center First Sergeant by the next working day. The incident report shall include all information on the incident.

Escorting Officer Will Document Medical Instructions

The officer accompanying an inmate for treatment shall document all verbal instructions, as well as written instructions and ensure the medical records are returned with the inmate from the hospital. These instructions will be followed and immediately forwarded to Detention Center Health Services.

No Fee for Emergency Medical Treatment

An inmate will not be charged a co-payment fee for emergency medical treatment.

Dental Care

The facility will provide for the medical supervision by a licensed dentist to be provided to inmates in need of *emergency dental care treatment/services only*.

PROCEDURES

- A. Dental care services will be limited to emergency dental extractions only;
- B. Access to dental care services:
 1. Should an officer detect or receive a dental complaint from an inmate that he/she is suffering from a dental ailment (e.g., severe swelling of the facial

area or gums, broken or damaged teeth, severe pain), the officer will immediately contact the medical staff and explain the inmate's symptoms so that a determination can be made as to whether the inmate will need to be transported to the dental office for treatment/care.

2. If for any reason, the dentist is not available to provide care for the inmate, the medical unit will contact a local physician instead.

4.01-E: Mental Health Care

POLICY STATEMENT:

The Union County Detention Center will provide treatment, services, and housing for inmates who display or have been diagnosed as having mental health problems. In such cases, mental health care will be provided on a reasonable and cost effective basis, consistent with the facilities that are available.

DEFINITIONS:

Mentally ill: refers to the condition of a person afflicted with mental disease to such an extent that he or she requires care and treatment for his or her own welfare or the welfare of others.

Mentally retarded: refers to the condition of a person afflicted with substantial sub-average general intellectual functioning that is associated with impairment in adaptive behavior.

Mentally impaired inmate: refers to an inmate who is mentally ill or mentally retarded.

SPECIFIC PROCEDURES:

Officers Will Ask Health Questions During Intake

Inmates committed to the Union County Detention Center will be questioned and observed during intake in efforts to identify mentally impaired inmates who may not adapt well to a detention setting or who may be imminently dangerous to themselves or others. Officers will observe inmates throughout their incarceration in an effort to identify possible mental health problems. If an inmate presents an imminent danger to self or others, staff may take appropriate action to ensure the safety of inmates and staff (such as using restraints).

Inmates Given Daily Opportunity to Communicate Mental Health Needs.

Inmates will have the opportunity each day to communicate mental health needs via the sick call request form or verbally to any officer or Detention Center Health Services staff. The nurse will review and follow up on sick call request forms. The complaints and action taken will be kept in a written form.

Routine Mental Health Treatment

Officers will respond to an inmate who has mental health complaints at any time and take appropriate action. If Detention Center Health Services are unavailable, the officer who

receives the complaint will notify the Shift Supervisor who will evaluate the circumstances. If necessary, the Shift Supervisor will make immediate arrangements for medical treatment and evaluation.

Mental Health Screening

On admission, the intake staff will evaluate each inmate with regard to obvious signs of mental illness or retardation. When a staff member suspects an inmate is mentally impaired, they will contact Detention Center Health Services who will assess the situation and, if necessary, contact the on-call physician who will then determine necessary additional measures. Additional diagnostic tests or examinations may be ordered. Pending this review, an inmate demonstrating signs of serious mental illness may be housed in a holding cell, medical cell or transported to a more appropriate facility.

Examples of Acute Mental Illness

Officers should be alert to possible indicators of acute mental illness, including the following:

- A. Delusions of grandeur and/or persecution, with hallucinations or a constant attitude of suspicions and hostility;
- B. Intense anxiety or exaggerated levels of fear or panic in the absence of any danger;
- C. Inappropriate emotional responses, bizarre delusions or unpredictable, hollow giggling;
- D. Hallucinations such as hearing, seeing, tasting, or smelling something or someone that is not present at the moment;
- E. Extreme depression, withdrawal, neglect of hygiene and appearance, refusal to eat or leave the cell for long periods of time, or periods of uncontrollable crying; and,
- F. Exaggerated mood swings from elation and over activity to depression and under activity or a combination or alternation of these.

Inmates exhibiting questionable behavior may be placed on mental health or suicide watch. Inmates exhibiting psychotic or dangerous behavior that appear to originate from mental illness will be referred to medical staff for further evaluation.

Crisis Intervention

When an inmate exhibits behavior that is suicidal, homicidal or otherwise extremely inappropriate, the staff should request medical assistance. As a result of this evaluation

the inmate may be placed on a suicide watch. Under the condition of a suicide watch, inmates are placed on a program intended to reasonably protect the individual from self-destruction.

The on-duty nurse will evaluate the situation and, if necessary, contact the on-call physician or mid-level practitioner. Medical staff will make recommendations concerning the monitoring, observation and handling of the inmate. In no case will these recommendations override security considerations. Any question regarding potential conflicts between these medical recommendations and a possible compromise of security will be resolved by the First Sergeant, Lieutenant or Detention Center Administrator.

If a potential mental health crisis arises after regular operating hours or on weekends or holidays and it is not possible to immediately transfer an inmate to a regular mental health treatment facility, the Shift Supervisor will be notified. While awaiting medical assistance, the inmate may be held in a holding area closely observed by staff.

No Fee for Mental Health Treatment

An inmate will not be charged a co-payment fee for mental health treatment.

4.O1-F: Substance and Chemical Abuse Care

POLICY STATEMENT:

The Union County Detention Center will provide treatment, services, and housing for inmates who display or have been diagnosed as having substance and/or chemical abuse problems. In such cases, care will be provided on a reasonable and cost effective basis, consistent with the facilities that are available.

SPECIFIC PROCEDURES:

Officer Will Screen Inmates Upon Intake

Inmates committed to the Union County Detention Center are questioned and observed during intake in efforts to identify persons who may be suffering from chemical abuse or substance abuse problems. Officers will observe inmates throughout their incarceration in an effort to identify possible problems.

Inmate Will Have an Opportunity to Communicate Needs Daily

Inmates will have the opportunity each day to communicate health needs via the sick call request form or verbally to any officer or Detention Center Health Services staff. The nurse will review and follow up on sick call request forms. Officers will carry out instructions received from Detention Center Health Services, The complaints and action taken will be kept in a written form.

Routine Mental Health Treatment

Officers will respond to an inmate who has mental health complaints at any time and take appropriate action. If Detention Center Health Services are unavailable, the officer who receives the complaint will notify the Shift Supervisor who will evaluate the circumstances. If necessary, the Shift Supervisor will make immediately arrangements for medical treatment and evaluation.

Substance and Chemical Abuse Screening

On admission, the intake staff will evaluate each inmate with regard to obvious signs of chemical and/or substance abuse problems. When a staff member suspects an inmate is a chemical and/or substance user, they will contact Detention Center Health Services who will assess the situation and, if necessary, contact the on-call physician who will then determine necessary additional measures. Additional diagnostic tests or examinations may be ordered. Pending this review, an inmate demonstrating signs of serious illness

may be housed in a holding cell, designated medical housing or transported to a more appropriate facility

Examples of Acute Chemical and/or Substance Abuse Illness

Officers should be alert to possible indicators of acute chemical or substance abuse illness, including the following:

- A. Unconsciousness or semi-consciousness;
- B. Serious drug or alcohol induced intoxication;
- C. Intense anxiety or exaggerated levels of fear or panic in the absence of any real or present danger;
- D. Hallucinations such as hearing, seeing, tasting, or smelling something or someone that is not present at the moment;
- E. Other signs of symptom indicating the need for immediate medical care.

Inmates exhibiting questionable behavior may be placed on medical, mental health or suicide watch. Inmates exhibiting psychotic or dangerous behavior that appear to originate from chemical or substance abuse will be referred for evaluation.

Crisis Intervention

When an inmate exhibits behavior that is extremely inappropriate, the staff should request medical assistance. As a result of this evaluation the inmate may be placed on a special watch. Under the condition of a special watch, inmates are placed on a program intended to reasonably protect the individual.

The on-duty nurse will evaluate the situation and, if necessary, contact the on-call physician. Medical staff will make recommendations concerning the monitoring, observation and handling of the inmate. In no case will these recommendations override security considerations. Any question regarding potential conflicts between these medical recommendations and a possible compromise of security will be resolved by the First Sergeant, Lieutenant or Detention Center Administrator.

If a potential chemical or substance abuse crisis arises after regular operating hours or on weekends or holidays and it is not possible to immediately transfer an inmate to a treatment facility, the Shift Supervisor will be notified. While awaiting medical assistance, the inmate may be held in the medical unit and closely observed by staff.

No Fee for Mental Health Treatment

An inmate will not be charged a co-payment fee for mental health treatment.

4.01-G: Administration and Control of Medications

POLICY STATEMENT:

A qualified health care professional will dispense inmate medications in a timely manner and in accordance with orders issued by the prescribing physician or mid-level practitioner. Non-prescription medications may be purchased from Commissary or obtained from Detention Center medical staff by signing up for sick call. A detention officer will accompany the nurse during medication runs for the purpose of supervising inmates and maintaining order and safety.

SPECIFIC PROCEDURES:

Safe and Secure Storage of Prescription Medications

Medications will be stored in a secured area in the medical area where they will be inaccessible to inmates and detention staff. When necessary, the Detention Center physician may authorize an inmate to carry and possess certain medications while incarcerated. Inmates authorized to carry and possess medication within their own housing unit must carry written approval signed by Detention Center medical staff authorizing possession of the medication.

When prescription medications are being dispensed, all medications will be under the exclusive care and control of Detention Center medical staff. Medication and/or unlocked medication carts will not be left unattended at any time.

Inmates Not Allowed To Administer or Dispense Medications

No inmate worker or other inmate will assist with or otherwise participate in dispensing or preparing to dispense inmate medications.

Receiving Inmates with Medications

The admitting detention officer will confiscate all prescription medications from incoming inmates. The medication will be inventoried specifically as to name, quantity, and any other descriptive information. The receiving officer will deliver the medication to the medical staff who will contact the physician prescribing the medication or the pharmacist who prepared the medication to verify that the medication was intended for the inmate.

An inmate will not be allowed to possess non-prescription medications brought into the facility by the inmate without approval in writing by the Detention Center medical staff. This written approval will be maintained in the inmate's booking file. Otherwise, this medication will be inventoried specifically as to name, quantity, and any other descriptive information, and stored with the inmate's property.

Detention Center Health Services Will Dispense Medications

Prescription medication will be dispensed at least two (2) times daily according to a schedule approved by the Detention Center physician. A Detention Center nurse, pharmacy technician or other member of the Detention Center medical staff will administer all medications. An officer will accompany Detention Center medical staff during every medication call.

Before entering a housing unit, an officer will announce "Medication" to inmates housed in the unit. Before administering medication, the nurse will identify the inmate by his/her wristband and the medication as belonging to the inmate. Medication will be dispensed in an orderly manner. The detention officer is responsible for maintaining order and for taking proper disciplinary action as the situation requires. Any inmate who acts in a disruptive or disorderly manner or who refuses to obey the proper orders of a nurse is subject to disciplinary action.

Medication will be dispensed in strict accordance with orders from the prescribing physician or mid-level practitioner. Medication assigned to one inmate will not be dispensed to another inmate. The inmate is required to take the medication immediately and in the nurse's presence. For oral medication, the nurse will require the inmate to open his/her mouth and show that the medication has been taken. The officer will remain with the nurse at all times and will observe the inmate closely enough to ensure that the medication is being taken and applied correctly.

Special Rules for Dispensing Medication to Aggressive or Assaultive Inmates

If an inmate is known for aggressive or assaultive behavior, two officers will be present before the cell door is opened. One officer will order the inmate to turn around to face the rear of the cell, to extend his hands behind his back and to walk backwards toward the door. The inmate will be handcuffed behind his back before turning around to receive medication. The nurse will positively identify the inmate by checking his wristband and will dispense the medication in accordance with physician's or mid-level practitioner's orders.

If an aggressive or assaultive inmate is physically incapable of walking or being handcuffed behind his back, the officer will order the inmate to lay flat on the bed with his face and frontal body toward the rear wall and to remain in that position until approached from the rear by two officers. The officer will check the inmate's wristband and positively identify the inmate. If the medication is oral, the officer will receive it from the nurse and will provide it to the inmate. The inmate will remain on the bed facing the rear wall until the officers and nurse have retreated from the cell and closed the cell door.

Under special circumstances, officers may be justified in deviating from the procedures stated above if a safer method of delivering medication is available. An officer must be

able to justify deviations from standard procedure.

Releasing Inmates with Medications

An inmate receiving prescription medication at the time of release will be provided (if needed) with a three (3) to five (5) day supply of the prescribed medication(s) upon release or transfer from custody. The inmate will sign an acknowledgement of receipt and understanding form provided by Detention Center Health Services, which will be filed in his inmate medical record. Certain controlled medications may be regulated and cannot be given to an inmate upon release. If the prescription medication is unavailable or regulated, a prescription will be provided so it can be filled at a pharmacy.

4.01-H: Suicidal Inmates

POLICY STATEMENT:

Officers of the Union County Detention Center will be watchful for signs of suicide among inmates and will intervene directly, when possible, in suicide threats or actions. Inmates on suicide watch will be closely supervised. Officers and Detention Center Health Services staff will be trained to recognize the signs of a potentially suicidal inmate and to respond to their needs as required. Officers will screen, supervise and classify inmates in order to reduce the possibility of suicides.

DEFINITIONS:

Suicide: the act or an instance of a person voluntarily and intentionally taking his or her own life.

Self Destructive Behavior. the act of intentionally causing serious injury to ones own self (such as repeatedly striking their own head against a concrete wall or steel doors.)

DISCUSSION:

For most individuals, incarceration is a traumatic experience. Consequently, some individuals taken into custody and confined in a Detention Center may exhibit some form of abnormal behavior.

Suicide attempts may take many forms, however the ultimate goal is to end one's own life. The actual attempt may be planned in advance or the result of an impulse. The inmate may appear normal one time and a few minutes later suicidal or self-destructive. Officers should watch for three basic modes of attempted suicide, as follows:

- A. Suicide — the inmate wishing to take his own life performs the act.
- B. Homicide — The act is performed by a fellow inmate for a variety of reasons, with the knowledge and assistance of the suicidal inmate.
- C. Suicide by "COP" — The suicidal inmate may try to set up a scenario or scheme where officers will be forced to use deadly force because of some action he [the inmate] instigates.

There is no recognized formula for successfully predicting suicide in or out of Detention Center. Medical doctors, psychiatrists and psychologists also lose patients to suicide. The best professionals can do for the suicidal persons is to attempt reasonable intervention. There are many ways to commit suicide. Some of the more common methods include hanging, self-strangulation or over-medication. Officers will use reasonable efforts to detect and intervene in suicide attempts.

SPECIFIC PROCEDURES:

Screening of Newly Admitted Inmates During Intake

All inmates will be screened during the booking process for their potential as a suicide risk. Detention Center Health Services staff will screen and evaluate each inmate for suicide during the health screening process. In addition to visual observations, Detention Center Health Services will verbally question the prisoner to assess the prisoner's physical, mental and emotional condition. If Detention Center Health Services are unable to complete an initial screening, the Booking Officer will record the answers given by the prisoner on the inmate's medical screening form to document the prisoner's medical condition. The prisoner and the booking officer will sign the form acknowledging that the answers were those given by the prisoner. A copy of the form will be placed in the inmate's medical file and followed up as deemed appropriate with mental health officials.

Officers Will Report Suicidal, Self-Destructive or Homicidal Behavior

When an inmate exhibits suicidal, self-destructive or homicidal behavior, the officer observing the behavior will notify his supervisor and Detention Center Health Services. The on-duty nurse will determine if additional support or evaluation is warranted. While awaiting medical assistance, the inmate may be held on suicide watch and observed by staff

Once a medical or psychiatric evaluation is completed, the on-duty Shift Supervisor will be notified by the medical professional if changes in the normal watch procedure are required or recommended. The recommendations of the medical professional will be followed for the period indicated.

Officers and detention staff will be alert to possible indicators of potentially suicidal inmates, by such things as:

- A. Past history of suicide attempts;
- B. Observed behavior and verbal discussion of suicide during the admission process;
- C. Active discussion of suicide plans;
- D. Sudden drastic change in eating, sleeping, or other personal habits;
- E. Recent crisis in personal events, such as extended or life sentencing;
- F. Loss of interest in activities or relationships the inmate had previously engaged in.
- G. Depression, which might be revealed by crying, withdrawal, insomnia, variations in moods, and lethargy (abnormal drowsiness);

H. Giving away personal property;

I. Signs of serious mental health problems such as paranoid delusions or hallucinations;

4.01-I: HIV/AIDS **(Acquired Immune Deficiency Syndrome)**

POLICY STATEMENT:

It is the policy of the Union County Detention Center to provide medical evaluation and care to inmates suspected of having HIV or AIDS.

The Union County Detention Center will operate in a manner that protects the health, safety and welfare of officers and inmates. It will take all steps reasonably necessary to prevent the spread of HIV infection. Officers will receive training on its causes and transmission. This education will emphasize the use of universal safety precautions for preventing the spread of HIV and other bloodborne infections. Detention staff will take special care to preserve and maintain the confidentiality of each inmate's HIV status.

DEFINITIONS:

The following definitions apply to this section, and are relevant to a basic understanding of the threat of AIDS and HIV in the Detention Center setting:

AIDS (ACQUIRED IMMUNE DEFICIENCY SYNDROME): A diagnosed condition in which a collapse of the body's immune system permits the contraction of infections and other diseases that causes either serious illness or death. The condition is caused by an infection of the human immunodeficiency virus (HIV).

ASYMPTOMATIC: A person is HIV positive but has none of the physical symptoms associated with HIV infection or AIDS.

BLOOD AND BODY FLUIDS: Blood, semen, cervical secretions, saliva, urine, vomit, and breast milk.

HIV (HUMAN IMMUNODEFICIENCY VIRUS): The virus that causes AIDS.

HIV POSITIVE: The HIV test detects antibodies to HIV in a person's blood, which means that at some point the person has been exposed to HIV. A person who is HIV positive may not have any of the physical symptoms associated with AIDS, but he or she remains capable of transmitting the HIV virus to others.

HIV STATUS: The status of a person as either HIV positive or HIV negative. A person's HIV status is determined by HIV testing.

HIV TEST: A test or series of tests used to determine whether a person's blood contains antibodies to HIV. The presence of antibodies means that at some point the person has been exposed to HIV. The HIV test consists of an initial ELISA test and a confirmation test called the Western Blot. In the event of a negative HIV test after a high-risk

exposure, it should be repeated at least twice at three-month intervals.

STD: Sexually Transmitted Diseases include, but are not limited to: HIV infection, gonorrhea, syphilis, Chlamydia, hepatitis B & C, etc.

SYMPTOMATIC: The person is HIV positive and has some of the physical symptoms associated with the disease. These symptoms may include recurrent fevers, fatigue, unexplained weight loss, night sweats, diarrhea and swollen glands.

UNIVERSAL PRECAUTIONS: Infection control procedures, which should be taken to prevent transmitting infections. These procedures include wearing gloves when coming into contact with or handling blood or body fluids. These precautions are necessary, with all persons since their status may not be known.

DISCUSSION:

AIDS or Acquired Immune Deficiency Syndrome is an illness caused by the Human Immunodeficiency Virus (HIV or AIDS virus). The HIV virus is transmitted through unprotected sexual activity with an infected person, inoculation with infected blood or blood products and from an infected woman to her fetus or infant during or after pregnancy. The HIV virus is not transmitted from casual contact, such as touching an infected person or from eating utensils or sharing toilet seats and showers.

SPECIFIC PROCEDURES:

Preliminary Health Screening Form During Intake

If the inmate indicates they are HIV positive, the Booking Officer will instruct the inmate to report the medical condition to Detention Center Health Services during the health screening. If the Booking Officer believes because of his own observations the inmate may have a communicable disease, the Booking Officer will confidentially notify Detention Center Health Services as soon as possible.

Symptoms of AIDS/HIV.

Common symptoms of AIDS/HIV, although similar to many illnesses and infections, may include:

- A. Persistent tiredness
- B. Fever
- C. Weight loss
- D. Diarrhea

- E. Night sweats
- F. Swollen glands

Officers Will Hold HIV Information in Strict Confidence

The Booking officer must maintain the confidentiality of information about HIV obtained during the preliminary health screening. If an inmate discloses the fact that he or she is HIV positive, an officer may not tell another officer of the inmate's condition. This will violate G.S. 130A-143, and may also lead to civil liability for violating the inmate's constitutional right to privacy. It is unlawful to reveal to anyone other than medical staff that an inmate is HIV Positive.

Testing of Inmates for HIV Infection

Inmates will not be tested routinely for HIV infection. Although federal courts have allowed mandatory HIV testing for inmates, North Carolina law prohibits HIV testing without the person's informed consent or by court order. Therefore, except for certain exceptions in state law, inmates will not be tested without their permission.

The Detention Center Health Services physician or mid-level practitioner may request an HIV test for an inmate if, in the physician's or mid-level practitioner's reasonable medical judgment, the test is necessary for the inmate's appropriate medical treatment. Still, the inmate cannot be tested without his or her informed consent.

If the inmate consents to HIV testing, Detention Center Health Services may perform the test. If the inmate refuses consent, the Detention Center physician or mid-level practitioner may obtain a court order to have the inmate tested.

Testing Following Significant Risk of Exposure

The majority of occupational exposures to HIV do not result in the transmission of the disease to the exposed person.

The following procedures will govern the testing of an inmate if any person has been exposed to the inmate's blood or body fluid and the Detention Center physician determines that the exposure poses a significant risk of transmitting HIV:

- A. Spitting generally does not present a significant risk of transmission.
- B. If the Detention Center physician or mid-level practitioner knows the inmate's HIV status, he will release that information to the person exposed in accordance with procedures outlined below.

C. If the Detention Center physician or mid-level practitioner does not know the inmate's status, he may contact the inmates attending physician (if he has one) to determine the inmate's HIV status.

D. If the Detention Center physician or mid-level practitioner cannot determine the inmate's HIV status, he may cause the inmate to be tested as prescribed below.

E. The Detention Center physician or mid-level practitioner will notify the exposed person about the inmate's HIV status.

F. The Detention Center physician or mid-level practitioner will offer HIV testing as soon as possible to the exposed person and at reasonable intervals to determine whether there was a transmission of HIV. (This can also be done by the exposed person's personal physician.) Immediately after a high-risk exposure, physician consultation about the use of antiviral medications as a preventative measure should be considered.

G. If the inmate was HIV infected, the Detention Center physician or mid-level practitioner will instruct the exposed person in the control measures,

H. The Detention Center physician or mid-level practitioner will instruct the exposed person concerning the requirement of confidentiality of the inmate's HIV status.

Inmate Requests to be Tested for HIV

An inmate may request an HIV test through regular sick call procedures with Detention Center Health services. The inmate will be charged the medical co-payment under these circumstances. The inmate will be provided appropriate pre-test counseling and notified of the results. If positive, the inmate will be provided appropriate post-test counseling by Detention Center Health Services or referred to an infectious disease clinic. The counseling will be documented. Detention Center Health Services will inform all known HIV infected inmates that they should follow NC state mandated control measures.

The Union County Health Department may offer free HIV/STD testing to inmates upon request from time to time. Health department staff may visit the Union County Detention Center to provide free testing and to educate inmates about HIV and STDs.

Reporting Requirements

Detention Center Health Services or the facility conducting the HIV testing are responsible for reporting communicable diseases to the local health department as required by state law.

Housing and Classification

The Booking Officer will consider relevant security factors in housing newly admitted inmates, including those inmates known to be HIV infected and asymptomatic.

A. Inmates who are HIV infected and asymptomatic will not be segregated from the general inmate population or transferred to other correctional facilities solely because of their HIV status.

B. Inmates who are HIV infected and asymptomatic may be placed into administrative segregation when necessary to protect an inmate from assaults by other inmates.

C. Inmates who are HIV infected, asymptomatic and are violent, sexually active or who engage in other high-risk behavior will be placed in administrative segregation or transferred to another correctional facility as soon as possible, pursuant to a court order authorizing transfer. Pending transfer, the inmate will be placed in medical segregation immediately.

D. Detention Center Health Services staff may order an HIV infected inmate who is asymptomatic to be placed in medical segregation if they determine that such placement is necessary for the inmate's medical treatment.

Inmates who are HIV infected and symptomatic will be placed in medical segregation.

A. Symptomatic HIV infected inmates may be transferred to another more appropriate facility upon recommendation of the Detention Center Medical services or Detention Staff.

B. HIV-infected inmates who have been recommended for transfer will be placed into medical segregation immediately pending transfer.

HIV-infected inmates in administrative or medical segregation will have reasonable access to all privileges available to other inmates including attorney visits, chaplain visits, commissary, social visitation, mail privileges and other programs or services.

Exposure to Body Fluids or Blood

The following are not normally considered exposures to the HIV virus:

- A. Being in the same room with an HIV infected person;
- B. Talking to or touching an HIV infected person with protection; and
- C. Sharing bathrooms or eating together in the same room.

An officer or inmate who has been exposed to blood or body fluids of an inmate will wash the exposed area with soap and water as soon as possible after the exposure. Outer garments should be removed in as close proximity to the exposure site as possible, handled as least as possible and placed in a Biohazard bag. (Please see Bloodborne

Pathogen policy for more information on this procedure.)

An officer or inmate who has been exposed to the blood or body fluids of any inmate will be encouraged to consult with Detention Center Health Services immediately for an evaluation of the exposure. Documentation of this action, including date and time, should occur.

Any other person exposed to blood or body fluids of an inmate will be encouraged to consult with their private physician, an emergency room, or urgent care immediately and document the action taken including date and time.

Reports Required

An officer will complete a Detention Center incident report within twenty-four (24) hours after being exposed to any blood or body fluids, outlining the facts and circumstances of the incident. This report will be forwarded to the Detention Center Administrator by chain of command. The Designated Officer for our agency will be notified to assist the officer in any way possible.

An officer will complete a worker's compensation report within 24 hours of the incident. If the Officer is not physically able to complete the report, his supervisor will complete the report.

The reports will be stored in a confidential manner and only available to personnel who have a legitimate need to review them.

Medical Referrals

Detention Center Health Services will refer officers and/or inmates to the proper health care agency for testing and/or counseling if it has been determined that the exposure poses a significant risk of contracting HIV. If the Detention Center Health Services staff determines that the exposure provides no significant risk, the officer or inmate may seek medical care at their own personal expense.

Officer(s) and/or inmate(s) involved in a significant exposure incident will be required to follow the procedure outlined in Public Health Code 10A NCAC 41A.0202 (4) (a) (b) (c) which is as follows:

“(4) When health care workers or other persons have a needle stick or nonsexual non-intact skin or mucous membrane exposure to blood or body fluids that, if the source were infected with HIV, would pose a significant risk of HIV transmission, the following shall apply:

- (a) When the source person is known:
 - (i) The attending physician or occupational health care provider responsible for the exposed person, if other than the attending physician of the person whose

blood or body fluids is the source of the exposure, shall notify the attending physician of the source that an exposure has occurred. The attending physician of the source person shall discuss the exposure with the source and shall test the source for HIV infection unless the source is already known to be infected. The attending physician of the exposed person shall be notified of the infection status of the source.

- (ii) The attending physician of the exposed person shall inform the exposed person about the infection status of the source, offer testing for HIV infection as soon as possible after exposure and at reasonable intervals up to one year to determine whether transmission occurred, and, if the source person was HIV infected, give the exposed person the control measures listed in Sub-Items (1)(a) through (c) of this Rule. The attending physician of the exposed person shall instruct the exposed person regarding the necessity for protecting confidentiality.
- (b) When the source person is unknown, the attending physician of the exposed persons shall inform the exposed person of the risk of transmission and offer testing for HIV infection as soon as possible after exposure and at reasonable intervals up to one year to determine whether transmission occurred.
- (c) A health care facility may release the name of the attending physician of a source person upon request of the attending physician of an exposed person.”

The results will not be reported to any member of the agency.

Detention for Communicable Diseases

In accordance with N.C.G.S.15A-534.3, if a judicial official conducting an initial appearance or first appearance hearing finds probable cause that an individual was exposed to the defendant in a manner that poses a significant risk of transmission of the AIDS virus or Hepatitis B, the judicial official shall order the defendant to be detained for a reasonable period of time, not to exceed 24 hours, for investigation and testing by public health officials pursuant to G.S. 130A-144 and G.S, 130A-148. (1989, c. 499.)

N.C.G.S, 15A-534.3 requires judicial officials to order a defendant detained if there is probable cause to believe that the defendant exposed a person to “a significant risk of transmission of HIV.”

The purpose of the detention is to provide time for public health officials to conduct an investigation and for HIV or Hepatitis B testing if required by them. Judicial officials do not have the authority to order HIV or Hepatitis B testing, but only to detain the individual for investigation by public health officials who will determine if testing is required.

Detention Center Health Services staff will notify officials at the Union County Health Department if a defendant is being detained for evaluation and possible testing for HIV or Hepatitis B.

- A. Since the detention is for 24 hours maximum, the Detention Center Health Services staff should notify health department officials as soon as possible.
- B. Public health officials will have reasonable access to the defendant upon their request.
- C. The defendant will be released after 24 hours whether the health department has responded to the notification or not.

Detention Center Health Services staff and Detention staff will refer all questions concerning a defendant's medical status to the Union County Health Department.

Confidentiality of AIDS Information

In accordance with North Carolina law, all information and records, especially medical records that identify an inmate as HIV/Hepatitis B infected, will be strictly confidential. Federal courts have recognized an inmate's right to privacy with regards to the disclosure of sensitive medical information.

The unauthorized release of information about an inmate's HIV status will result in disciplinary action.

Detention Center Health Services Release of Inmate's HIV Status

Under the following circumstances, Detention Center Health Services staff is permitted to release an inmate's HIV status:

- A. Release is made to health care personnel who are providing medical care to the inmate.
- B. Release is made with the inmate's written consent or the written consent of the inmate's guardian.
- C. Release is made pursuant to a subpoena or court order.
- D. Release is otherwise authorized by G.S. 130A-143 or by regulations adopted by the Commission for Public Health.

Detention Center Health Services will release an inmates HIV status to the Director of Health Services for the Division of Prisons and the prison facility administrator when an inmate is transferred to the Department of Corrections.

Staff Work Assignments

There is not a high risk of transmitting or receiving the HIV virus through normal contact in the workplace if personal protective safety equipment and universal safety precautions

are followed. In general, Detention staff will not be excused from working with and directly supervising HIV infected inmates.

Officers who are pregnant or have reason to believe they may be pregnant may be excused from working with HIV-infected inmates if their personal physician states in writing that exposure to those inmates could increase complications for the pregnancy.

A. HIV-infected inmates who are symptomatic sometimes carry a virus (cytomegalovirus) that may cause birth defects if transmitted to a pregnant staff member.

B. The risk is infection with cytomegalovirus, not HIV.

Any officer or employee who refuses to perform assigned duties simply because they must come into contact with an HIV-infected inmate is subject to disciplinary action.

Inmate Participation in Programs

HIV positive inmates have the same access to facility programs and services as other inmates. These inmates have the same visitation and recreational privileges as other inmates housed in the same housing unit under the same classification level.

Detention staff will give consideration to all inmates, including HIV positive inmates, when making work assignments or reviewing inmates for Inmate Worker status. Candidates for inmate worker will be reviewed on a case-by-case basis under set requirements. An HIV positive inmate may not be refused Inmate Worker status based solely on his medical condition. However, HIV positive inmates may be refused if the basis for the refusal is unreasonable fear among other inmates or other legitimate penological concerns.

HIV infected inmates may be denied access to facility programs or services if the Detention Center physician determines that such restrictions are necessary to protect the inmate's health or the health of others.

Safety Equipment

The Union County Detention Center will make the following personal protective equipment available for use by Detention staff:

- A. Disposable latex or nylon gloves;
- B. Pocket Masks with one-way valves for CPR and/or Ambu-Bags;
- C. Coveralls, shoe covers and protective eyewear;
- D. Puncture-resistant containers for holding sharp objects;

- E. Disposable paper towels and cleaning supplies; and
- F. Plastic bags labeled as containers for bio-hazardous waste.

Universal Safety Precautions

Officers will wear disposable gloves whenever they come in contact with blood or body fluids or whenever they reasonably expect to come into contact with blood or body fluids, Once an officer's gloves have been used, they will be thrown away immediately before any other task is performed.

Officers will wear disposable gloves whenever they engage in the following activities:

- A. Conducting cell searches;
- B. Conducting searches of inmates;
- C. Handling disruptive inmates. (Whenever possible)
- D. Any other activity likely to result in exposure to blood and body fluids.

Officers will wear other personal protective equipment (PPE) such as surgical masks or goggles when they reasonably expect to come into contact with spurting or splashing blood, if they have time under the circumstances.

Officers who come into contact with blood or body fluids will wash the affected area thoroughly with warm water and soap as soon as possible after the contact. Officers will wash their hands even if they were wearing gloves and the gloves appear to be intact.

Officers will exercise caution to avoid cuts or punctures with sharp objects including knives, razors, and hypodermic needles.

- A. Officers searching cells shall avoid putting their hands into places they cannot visually inspect. Flashlights and mirrors will be used to assist in searching such places.
- B. Sharp objects will be placed into a puncture resistant container for storage and disposal.

Officers will protect against possible infection by covering cuts, open sores, or breaks in their skin with water-resistant bandages.

Officers will place all contaminated clothing, bedding, or other items that may be cleaned and reused in plastic bags that are marked clearly as contaminated materials (bio-hazard). Normal laundry and dry cleaning procedures are adequate to decontaminate clothing, bedding, and other washable items. Contaminated clothing will be washed at the Detention Center. Employees are prohibited from taking contaminated clothing home to

be washed,

Officers will wear utility gloves and use a disinfectant solution when cleaning areas or surfaces contaminated with blood and/or body fluids.

A. A 1:100 solution of household bleach and water may be used for cleaning objects or areas contaminated with blood or body fluids.

B. The mixed bleach and water solution may only be stored for a maximum of 24 hours before it loses its strength.

C. A hospital grade disinfectant or sanitizing solution may be substituted for bleach and water.

All contaminated items intended for disposal will be placed in plastic bags and clearly marked as bio-hazardous materials with the following exceptions:

A. Sharp objects will be placed in a puncture-resistant container for storage and disposal.

B. All contaminated trash and sharp containers will be properly marked to identify the contents and be placed in the designated "Bio-Hazardous Storage Room"; for pickup by the designated company

C. Mattresses shall be sanitized with a sanitizing solution or a hospital grade disinfectant as required by state standards.

Contaminated disposable materials will be treated as infectious waste and disposed of in Bio Waste containers.

CPR and First Aid

Detention Center Health Services staff and/or officers will provide first aid treatment and, if qualified, administer CPR to inmates during a medical emergency as necessary.

If CPR is required, those involved should use an Ambu-bag or a pocket mask with a one-way valve whenever possible. These devices reduce the risk of transmitting all infectious diseases. Contact with saliva during CPR does not present a significant risk of transmitting HIV.

Refusal by detention staff to provide emergency care, including CPR, to an inmate may result in disciplinary action.

Employee Training

The Union County Sheriff's Office and Detention Center will provide new employees

Bloodborne Pathogen policy training within ten (10) days of beginning work, normally on the first day of work during the Union County Detention Center Orientation. This training will familiarize the officer with their legal responsibilities and the operational procedures of the Union County Detention Center as they relate to AIDS and other communicable diseases.

Within one year of appointment, officers are required to successfully complete the NC. Detention Officer Certification Course (DOCC) that includes legal responsibilities and procedures for handling inmates with AIDS and other communicable diseases.

Officers will receive periodic training containing current information concerning HIV and other communicable diseases.

4.01-J: Other Chronic Illnesses and Communicable Diseases

POLICY STATEMENT:

The Union County Detention Center will take reasonable steps to prevent the spread of communicable diseases and will provide medical evaluation and care to inmates suspected of having a communicable disease. Inmates with a known communicable disease will be isolated if it is reasonably necessary to protect the inmate's health or the health of others. The Union County Sheriff's Office and Detention Center will provide officers training on the causes and methods of transmission of various communicable diseases. This education will emphasize the use of universal safety precautions for preventing the spread of such diseases. The Union County Detention Center will take special care to preserve the confidentiality of information about communicable diseases.

DISCUSSION:

North Carolina General Statute (N.C.G.S.) 153A-225(a)(3) requires the Detention Center medical plan to "provide for the detection, examination and treatment of prisoners who are infected with tuberculosis or venereal diseases." N.C.G.S. 153A-225(a)(1) requires the medical plan to address "avoiding the spread of contagious diseases," which in many cases will mean the separation of infected inmates.

North Carolina State Detention Center Standards 10A NCAC 14J .1001(b) (3) requires the medical plan to address the handling of inmates with known communicable diseases. 10A NCAC 14J .1003 requires each Detention Center to "separate inmates who require medical isolation from other inmates either by housing them in a separate area of the detention center or by transferring them to another facility." Federal law, state law and public health regulations must be obeyed.

SPECIFIC PROCEDURES:

Preliminary Health Screening Form During Intake

If the inmate indicates they have a communicable disease, the Booking Officer will instruct the inmate to report the medical condition to Detention Center Health Services during the health screening. If the Booking Officer believes because of his own observations the inmate may have a communicable disease, the Booking Officer will confidentially notify Detention Center Health Services as soon as possible.

Inmate Requests to be Tested For Communicable Diseases

An inmate may request a communicable disease test through regular sick call procedures with Detention Center Health services. The inmate will be charged the medical co-payment under these circumstances. The inmates will be notified of the results and, if positive, the inmate will be provided appropriate post-test counseling by Detention Center Health Services. The counseling will be documented. Detention Center Health Services will inform all known infected inmates that they should follow NC state mandated control measures. .

The Union County Health Department offers free HIV/STD testing to inmates and the public. Health department staff may visit the Union County Detention Center to provide free testing and to educate inmates about HIV and STDs.

Confidentiality Requirements

The Booking officer must maintain the confidentiality of information about an inmate's medical status obtained during the preliminary health screening. Any information and records, especially medical records that might identify an inmate as having a communicable disease, will be kept strictly confidential. If an inmate discloses the fact that he or she has a communicable disease, an officer will not tell another officer of the inmate's condition. This will violate N.C.G.S. 130A-143, and may also lead to civil liability for violating the inmate's constitutional right to privacy. Public health regulations authorize a local Health Department Director to notify the Sheriff if an inmate has certain communicable diseases. (This does not apply to HIV infection and AIDS.)

The unauthorized release of information about an inmate's medical status may result in disciplinary action.

Reporting Communicable Diseases to Public Health Officials

Detention Center Health Services or the facility conducting the testing is responsible for reporting communicable diseases as required by state law.

Housing and Classification for Inmate Suspected of Having Communicable Disease.

The Booking Officer will consider relevant security factors in housing newly admitted inmates, including those inmates with a communicable disease:

A. Inmates who are infected with a communicable disease but asymptomatic may be placed into medical segregation when necessary to protect or promote their health or

the health of others. Detention Center Health Services will determine if an inmate should be segregated.

B. Inmates who are infected with a communicable disease but are asymptomatic may be placed in administrative segregation when necessary to protect an inmate from assaults by other inmates.

C. Inmates with a communicable disease who are symptomatic or contagious will be housed in medical segregation or transferred to another facility.

Inmates with a communicable disease in administrative or medical segregation will have reasonable access to all privileges available to other inmates including attorney visits, chaplain visits, commissary, social visitation, mail privileges and other programs or services.

Exposure to Body Fluids or Blood

An officer or inmate who has been exposed to blood or body fluids of an inmate will wash the exposed area with soap and water as soon as possible after the exposure. Outer garments should be removed in as close proximity to the exposure site as possible, handled as little as possible and placed in a Biohazard bag. (Please see Bloodborne Pathogen policy for more information on this procedure.)

An officer or inmate who has been exposed to the blood or body fluids of any inmate will be encouraged to consult with Detention Center Health Services immediately for an evaluation of the exposure. Documentation of this action, including date and time, should occur.

Any other person exposed to blood or body fluids of an inmate will be encouraged to consult with their private physician, an emergency room, or urgent care immediately. Documentation of this action, including date and time, should occur.

Reports Required

An officer will complete a Detention Center incident report within twenty-four (24) hours after being exposed to any blood or body fluids, outlining the facts and circumstances of the incident. This report will be forwarded to the Detention Center Administrator by chain of command. The Designated Officer for our agency will be notified to assist the officer in any way possible.

An officer will complete a worker's compensation report within 24 hours of the incident. If an officer is not physically able to complete the report, his supervisor will complete the

report.

The reports will be stored in a confidential manner and only available to personnel who have a legitimate need to review them.

Medical Referrals

Detention Center Health Services will refer officers and/or inmates to the proper health care agency for testing and/or counseling if it has been determined that the exposure poses a significant risk of contracting HIV. If Detention Center Health Services staff determines that the exposure provides no significant risk, the officer or inmate may seek a second opinion at their own personal expense.

Officer(s) and/or inmate(s) involved in a significant exposure incident will be required to follow the procedure outlined in Public Health Code 10A NCAC 41A.0202 (4) (a) (b) (c) which is as follows:

(4) When health care workers or other persons have a needlestick or nonsexual non-intact skin or mucous membrane exposure to blood or body fluids that, if the source were infected with HIV, would pose a significant risk of HIV transmission, the following shall apply:

(a) When the source person is known:

(i) The attending physician or occupational health care provider responsible for the exposed person, if other than the attending physician of the person whose blood or body fluids is the source of the exposure, shall notify the attending physician of the source that an exposure has occurred. The attending physician of the source person shall discuss the exposure with the source and shall test the source for HIV infection unless the source is already known to be infected. The attending physician of the exposed person shall be notified of the infection status of the source.

(ii) The attending physician of the exposed person shall inform the exposed person about the infection status of the source, offer testing for HIV infection as soon as possible after exposure and at reasonable intervals up to one year to determine whether transmission occurred, and, if the source person was HIV infected, give the exposed person the control measures listed in Sub-Items (1)(a) through (c) of this Rule. The attending physician of the exposed person shall instruct the exposed person regarding the necessity for protecting confidentiality.

(b) When the source person is unknown, the attending physician of the exposed persons shall inform the exposed person of the risk of transmission and offer testing for HIV infection as soon as possible after exposure and at reasonable intervals up to one year to determine whether transmission occurred.

- (c) A health care facility may release the name of the attending physician of a source person upon request of the attending physician of an exposed person.

The results will not be reported to any member of the agency.

Detention for Communicable Diseases

In accordance with N.C.G.S. 15A-534.3, if a judicial official conducting an initial appearance or first appearance hearing finds probable cause that an individual was exposed to the defendant in a manner that poses a significant risk of transmission of the AIDS virus or Hepatitis B, the judicial official shall order the defendant to be detained for a reasonable period of time, not to exceed 24 hours, for investigation and testing by public health officials pursuant to G.S. 130A-144 and G.S. 130A-148. (1989, c. 499.)

N.C.G.S. 15A-534.3 requires judicial officials to order a defendant detained if there is probable cause to believe that the defendant exposed a person to “a significant risk of transmission of HIV.”

The purpose of the detention is to provide time for public health officials to conduct an investigation and for HIV or Hepatitis B testing if required by them. Judicial officials do not have the authority to order HIV or Hepatitis B testing, but only to detain the individual for investigation by public health officials who will determine if testing is required.

Detention Center Health Services staff will notify Union County Health Department officials if a defendant is being detained for evaluation and possible testing for HIV or Hepatitis B.

- A. Since the detention is for 24 hours maximum, Detention Center Health Services staff should notify health department officials as soon as possible.

- B. Public health officials will have reasonable access to the defendant upon their request.

- C. The defendant will be released after 24 hours whether the health department has responded to the notification or not.

Detention Center Health Services staff and Detention staff will refer all questions concerning a defendant’s medical status to the Union County Health Department.

Detention Center Health Services Release of Inmate's Communicable Disease Status

Under the following circumstances, Detention Center Health Services staff is permitted to release an inmate's communicable disease status:

- A. Release is made to health care personnel who are providing medical care to the inmate.
- B. Release is made with the inmate's written consent or the written consent of the inmate's guardian.
- C. Release is made pursuant to a subpoena or court order.
- D. Release is otherwise authorized by G.S. 130A-143 or by regulations adopted by the Commission for Public Health.

Detention Center Health Services will release an inmate's HIV status to the Director of Health Services for the Division of Prisons and the prison facility administrator when an inmate is transferred to the Department of Corrections.

Safety Equipment

The Union County Detention Center will make the following personal protective equipment available for use by Detention staff:

- A. Disposable latex or nylon gloves;
- B. Pocket Masks with one-way valves for CPR and/or Ambu-Bags;
- C. Coveralls, shoe covers and protective eyewear;
- D. Puncture-resistant containers for holding sharp objects;
- E. Disposable paper towels and cleaning supplies; and
- F. Plastic bags labeled as containers for bio-hazardous waste.

Universal Safety Precautions

Officers will wear disposable gloves whenever they come in contact with blood or body fluids or whenever they reasonably expect to come into contact with blood or body fluids.

Once an officer's gloves have been used, they will be thrown away immediately before any other task is performed.

Officers will wear disposable gloves whenever they engage in the following activities:

- A. Conducting cell searches;
- B. Conducting searches of inmates;
- C. Handling disruptive inmates whenever possible;
- D. Any other activity likely to result in exposure to blood and body fluids.

Officers will wear other personal protective equipment (PPE) such as surgical masks or goggles when they reasonably expect to come into contact with spurting or splashing blood, if they have time under the circumstances.

Officers will not wear protective equipment, other than disposable latex or nylon gloves, while carrying out their regular duties, even those involving direct contact with known HIV infected inmates, unless there is some specific reason to believe that they might come into contact with blood or body fluids.

Officers who come into contact with blood or body fluids will wash the affected area thoroughly with warm water and soap as soon as possible after the contact. Officers will wash their hands even if they were wearing gloves and the gloves appear to be intact.

Officers will exercise caution to avoid cuts or punctures with sharp objects including knives, razors, and hypodermic needles.

- A. Officers searching cells shall avoid putting their hands into places they cannot visually inspect. Flashlights and mirrors will be used to assist in searching such places.
- B. Sharp objects will be placed into a puncture-resistant container for storage and disposal.

Officers will protect against possible infection by covering cuts, open sores, or breaks in their skin with water-resistant bandages.

Officers will place all contaminated clothing, bedding, or other items that may be cleaned and reused in plastic bags that are marked clearly as contaminated materials (bio-hazard). Normal laundry and dry cleaning procedures are adequate to decontaminate clothing, bedding, and other washable items. Contaminated clothing will be washed at the Detention Center. Employees are prohibited from taking contaminated clothing home to be washed.

Officers will wear utility gloves and use a disinfectant solution when cleaning areas or surfaces contaminated with blood and/or body fluids.

A. A 1:100 solution of household bleach and water may be used for cleaning objects or areas contaminated with blood or body fluids.

B. The mixed bleach and water solution may only be stored for a maximum of 24 hours before it loses its strength.

C. A hospital grade disinfectant or sanitizing solution may be substituted for bleach and water.

All contaminated items intended for disposal will be placed in plastic bags and clearly marked as bio-hazardous materials with the following exceptions:

A. Sharp objects will be placed in a puncture-resistant container for storage and disposal.

B. All contaminated trash and sharp containers will be properly marked to identify the contents and be placed in the designated "Bio-Hazardous Storage Room"; for pickup by the designated company

C. Mattresses and pillows shall be sanitized with a sanitizing solution or a hospital grade disinfectant as required by state standards.

Contaminated disposable materials will be treated as infectious waste and disposed of in Bio-Waste containers.

Cleaning Cells

If physically able, all inmates will be responsible for routine cleaning of their own cells, according to standard procedure. If the inmate is unable to clean his own cell, the cell will be cleaned by an inmate under the supervision of an officer.

When an inmate leaves the Detention Center, the cell and its furnishings, including both sides of the mattress, will be cleaned according to standard procedures and disinfected with a bleach solution [1 part bleach to 9 parts disinfectant water]. Inmates will wear gloves for these cleaning procedures.

Laundry

If clothing or linens are contaminated with blood or other body fluids, those items may be placed in special water-soluble bags for laundering or disposed of in accordance with local or state health regulations. Clothing or facility linens that have not been contaminated will be laundered according to usual laundry procedures. Inmates assigned to the laundry will wear gloves when handling all unwashed laundry.

Uniforms that have become contaminated with blood or body fluids will be removed and cleaned as soon as possible. The Detention Center laundry will launder all contaminated clothing. Officers will not take contaminated clothing home to be washed. If skin under the uniform has been contaminated, it should be washed thoroughly. Blood and body fluids on clothing and unbroken skin are not normally considered to be an exposure to HIV.

CPR and First Aid

Detention Center Health Services staff and/or officers will provide first aid treatment and administer CPR to inmates during a medical emergency as necessary. If CPR is required, those involved should use an Ambu-bag or a pocket mask with a one-way valve whenever possible. These devices reduce the risk of transmitting all infectious diseases. Contact with saliva during CPR does not present a significant risk of transmitting HIV.

Refusal by Detention staff to provide emergency care, including CPR, to an inmate may result in disciplinary action.

Employee Training

The Union County Sheriff's Office and Detention Center will provide officers with Bloodborne Pathogen and Airborne Pathogen training within ten (10) days of beginning work, normally on the first day of work during the Union County Detention Center Orientation. This training will familiarize the officer with their legal responsibilities and the operational procedures of the Union County Detention Center as they relate to communicable diseases.

Within one year of appointment, officers are required to successfully complete the N.C. Detention Officer Certification Course (DOCC) that includes legal responsibilities and procedures for handling inmates with communicable diseases.

Officers will receive periodic training containing current information concerning HIV and other communicable diseases.

4.01-K: Confidentiality of Medical Records

POLICY STATEMENT:

The medical records of inmates at the Union County Detention Center will be kept confidential as required by law. The records will be stored securely and maintained separately from confinement records, and access to medical records will be controlled and limited. These records will be stored and maintained by Detention Center Health Services in the medical office. When the medical records are not in active use, they will be filed in a manner inaccessible to unauthorized personnel.

DISCUSSION:

NC State Detention Center Standards 10A NCAC 14J .1001(b)(6) provides “the medical plan for each Detention Center must address the maintenance and confidentiality of medical records.” NC State Detention Center Standards 10A NCAC 14J .0101(25) defines a “medical record” as “a record of medical problems, examinations, diagnosis and treatments.” NC State Detention Center Standards 10A NCAC 14J .1002 say that health screening forms “shall be reviewed for the presence of confidential information which cannot be made available to jail officers.

SPECIFIC PROCEDURES:

Contents of Medical Records

A medical record (file) will be created for an inmate whenever the inmate is evaluated or treated by a healthcare professional. Medical records include, but are not necessarily limited to, the following:

- A. Copy of a completed health screening form.
- B. Medical findings, evaluations, treatments, medications and dispositions
- C. Completed records of administered medications
- D. Reports of laboratory, X-ray, and diagnostic studies.
- E. Progress notes

- F. Consent and refusal forms
- G. Release of information forms
- H. Discharge summary of hospitalizations
- I. Special treatment plans, including prescribed diet
- J. Place, date and time of each encounter with a medical professional
- K. The legible signature and title of each document.

Repository of Medical Records

The medical records of inmates will be kept confidential, and they will be stored separately from their confinement records. Detention Center Health Services staff will maintain strict control of all inmate medical records. When not in active use, the medical records of inmates will be stored in a locked file cabinet in the medical clinic. Detention Center Health Services staff shall have access and control of the records and ensure confidentiality as required by law.

N.C.G.S. 153A-222 allows Detention Center inspectors with the North Carolina Detention Center and Detention Division to examine an inmate's medical record unless the inmate objects in writing. The inmate must be informed in writing of his right to object before an inspector can examine the record. If the inmate objects in writing, the inspector(s) will not be allowed to view the inmate's confidential medical record.

Transfer/Release of Inmates with Medications

An inmate receiving prescription medication at the time of release will be provided (if needed) with a three (3) to five (5) day supply of the prescribed medication(s) upon release or transfer from custody. The inmate will sign an acknowledgement of receipt and understanding form, provided by Detention Center Health Services, which will be filed in his inmate medical record. Certain controlled medications may be regulated and cannot be given to an inmate upon release. If the prescription medication is unavailable or regulated, a prescription will be provided so it can be filled at a pharmacy.

Transfer of Inmate Medical Record

If an inmate is transferred to a county or regional detention facility in North Carolina, Detention Center Health Services will provide the transporting officer with copies of the inmate's medical records to deliver to the receiving detention facility. Treating health care providers may share confidential medical information to ensure continuity of medical care.

Transfer of Known HIV-Infected Inmate To The NC Department of Corrections

If a known HIV-infected inmate is transferred to the NC Department of Corrections, Detention Center Health Services will notify the Director of Health Services for the Division of Prisons and the prison facility administrator of the inmate's HIV status.

Retention of Inmate Medical Records

The medical records of an inmate will be retained for 5 (five) years after the inmate's release.

4.01-L: Privacy During Medical Examinations

POLICY STATEMENT:

It is the policy of the Union County Detention Center to conduct medical examinations and interviews in a confidential and private setting. Safety and security will not be jeopardized at any time.

SPECIFIC PROCEDURES:

Inmate Privacy

Inmates will be provided with a confidential and private setting while being examined, treated or interviewed by Detention Center Health Services staff or other medical staff. Officer will provide sufficient privacy during the exam or interview so the inmate will feel free to discuss any medical problem. Safety and security will remain the first priority and will not be jeopardized at any time.

4.01-M: Medical Co-Payments

POLICY STATEMENT:

Inmates receiving self-initiated non-emergency medical care, including dental care, will be assessed a \$10.00 co-payment for each service or visit. This fee will be charged against the inmate's trust fund account. No inmate will be denied medical care, including dental and mental health care, because of an inability to pay. No co-payment fee will be assessed for emergency care, substance abuse treatment, mental health care, pre-natal care, and laboratory tests ordered by medical staff, medications, routine physicals or follow-up visits.

DEFINITIONS:

A *medical emergency* is any medical event requiring immediate medical intervention including, but not limited to: unconsciousness or semi-consciousness, breathing difficulties and shortness of breath, chest pain, uncontrolled bleeding, head injury, broken bones, burns, uncontrolled pain, severe swelling, mouth or dental injury, severe alcohol or drug-induced intoxication, suicidal or self-destructive behavior, disorientation, exaggerated mood swings, delusions or hallucinations (auditory, visual, tactile, etc.) intense fear, depression, anxiety or panic, and/or any other symptoms or complaints that indicates an inmate requires immediate medical care.

A *medical non-emergency* is any medical event that does not require immediate medical intervention including, but not limited to, minor aches and pains, insomnia, minor injuries or cuts, non-serious bleeding, skins disorders, mild to moderate depression or anxiety, and/or any other symptoms or complaints that do not indicate an inmate requires emergency medical care.

SPECIFIC PROCEDURES:

Inmates Will Be Notified of Medical Co-Payment Fee

Inmates will be notified of the medical co-payment fee in one or more of the following ways:

A. Inmates will be informed of the co-payment fee during the booking process and will acknowledge receiving this information by signing a form or;

B. Inmates will receive a copy of the Union County Detention Center Inmate Handbook. It will contain a notice concerning the co-payment fee or;

C. Inmates will be informed of the co-payment fee by Detention Center Health Services staff during the initial intake screening interview or;

D. Signs will be posted in the intake area, screening office, dental office and in the clinic informing inmates concerning the medical co-payment fee or;

E. Sick call slips will include a notice informing inmates of a co-payment fee for non-emergency care or;

F. If an inmate obtains medical care and is assessed a co-payment fee, the inmate will receive a printed receipt once the co-payment is deducted.

Unless there is some compelling evidence to believe otherwise, medical staff and officers may presume that all inmates are aware of the medical co-payment fee.

Indigent Inmates Will Not Be Denied Medical Care

No inmate will be denied medical care because they cannot afford a co-payment. Indigent inmates will be provided emergency and non-emergency medical services, including mental health and dental services, without regard to the ability to pay.

No Co-Payment Will Be Charged for Free Services

No co-payment fee will be assessed for the following medical services:

- A. Initial intake health screening;
- B. Tuberculosis tests;
- C. Over-the-counter or prescription medicine dispensed by the Detention Center Health Services;
- D. Pre-existing condition follow-ups;
- E. Emergency care (medical, mental health or dental;)
- F. Mental health services;
- G. Dental follow-up services;
- H. Substance abuse treatment;
- I. Medical equipment or supplies prescribed by the Detention Center Health Services;
- J. Pre-natal care;
- K. Laboratory tests ordered by the Detention Center Health Services;

- L. A physical exam after fourteen (14) consecutive days of confinement;
- M. Any physical examination or test required for inmate worker status;
- N. Any inmate work-related injury; or
- O. Medical services (including dental services) referred by Detention Center Health Services staff to another professional health care provider outside of the Union County Detention Center.

Self-Initiated Non-Emergency Medical Services Requiring Co-Payment Fee

Co-payment fees will be assessed for self-initiated, non-emergency medical care and dental care, including sick call interviews or treatments provided by a nurse.

If the inmate is escorted to the clinic and refuses medical services for any reason, the inmate will be assessed a co-payment fee. An inmate will not be assessed a medical fee if he submits a sick call slip and later refuses to attend sick call.

Detention Center Health Services Will Determine Payment of Fee

Detention Center Health Services staff will evaluate each situation on a case-by-case basis and will determine if an inmate will be assessed a co-payment fee. No fee will be assessed for any emergency or free service. (See above.) Inmates may register complaints through the inmate grievance system.

No fee will be assessed until services have been rendered. Detention Center Health Services staff will notify the Detention Center Administrative Assistant who will deduct co-payment fees from the inmate's trust fund account. The account will be debited even if there are insufficient funds to pay the co-payment fee. An inmate may run a negative balance for co-payment fees. If funds are deposited into the account at a later time or during a subsequent incarceration, the co-payment fee will be recovered. The inmate will receive a printed receipt to show the deduction.

4.01-N: Exercise

POLICY STATEMENT:

It is the policy of the Union County Detention Center to provide exercise pursuant to 10A NCAC 14J .1004.

SPECIFIC PROCEDURES:

Exercise

Pursuant to 10A NCAC 14J .1004, after the fourteenth consecutive day of confinement, each inmate shall be provided opportunities for physical exercise at least three days weekly for a period of one hour each of the days. Physical exercise shall take place either in the confinement unit if it provides adequate space or in a separate area of the jail that provides adequate space. The opportunity for physical exercise shall be documented.

UNION COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 1, 2010

Action Agenda Item No. 5/4
(Central Admin. use only)

SUBJECT: FY 2011 COMMUNITY TRANSPORTATION PROGRAM GRANT APPLICATION

DEPARTMENT: TRANSPORTATION **PUBLIC HEARING:** Yes

ATTACHMENT(S):	INFORMATION CONTACT:
FY10 SYSTEM DESCRIPTION	ANNETTE SULLIVAN
FY10 ADMINISTRATIVE BUDGET	
FY10 CAPITAL BUDGET	TELEPHONE NUMBERS:
CTP PROGRAM RESOLUTION	704-292-2566
CERTIFICATIONS/ASSURANCES	704-361-1494
ATTORNEY AFFIRMATION	
5333B LABOR WARRANTY	
DBE CERTIFICATION	
DBE/MBE/WBE/HUB VENDOR	
AWARDS	
SECTION 5311 TITLE VI REPORT	
LOCAL SHARE CERTIFICATION	

DEPARTMENT'S RECOMMENDED ACTION: Recommend the application be approved for submittal for Administrative and Capital funding assistance for FY 2011

BACKGROUND: The CTP Grant(Section 5311 Program) is intended to provide financial assistance for the support of public transportation services, which are open to the general public on a regular and continuing basis. The 5311 funds can be used for the costs of transit planning activities, transit operations and purchase of capital equipment or facilities to aid in provision of transit services in rural and small urban areas as well as provide funds for state-level administration. This annual grant through NCDOT provides Administrative funding of 80% Federal and 5% State funding of 100% of the Associate Director and Billing Representative's salary and 85% of 80% of the Director's Salary (reduced 20% due to oversight of the Nutrition Program). The Capital portion of this grant provides 90% reimbursement for replacement of vehicles in our fleet each year that have met NCDOT's useful life standard (100,000 miles), needed expansion vehicles, as well as "other" capital needs (radio equipment, lettering, etc).

FINANCIAL IMPACT: Total of \$598,505 in grant funding with the local matching share being \$69,015.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

COMMUNITY TRANSPORTATION PROGRAM RESOLUTION

Section 5311

FY 2011 RESOLUTION

Applicant seeking permission to apply for Community Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by *(Board Member's Name)* _____ and seconded by *(Board Member's Name or N/A, if not required)* _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural public transportation services consistent with the policy requirements for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, *(Legal Name of Applicant)* UNION COUNTY hereby assures and certifies that it will comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

NOW, THEREFORE, be it resolved that the *(Authorized Official's Title)** _____ of *(Name of Applicant's Governing Body)* _____ is hereby authorized to submit a grant application for federal and state funding, provide the required local match, make the necessary assurances and certifications and be empowered to enter into an agreement, with the NCDOT to provide rural public transportation services.

I *(Certifying Official's Name)** _____ *(Certifying Official's Title)* _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the *(Name of Applicant's Governing Board)* _____ duly held on the _____ day of _____, 2010.

Signature of Certifying Official

***Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me *(date)* _____

*Notary Public **

Printed Name and Address

My commission expires *(date)* _____

Affix Seal Here

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 03/01/10

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

SUBJECT: Appropriate donated funds to County revenue line

DEPARTMENT: Sheriff's Office

PUBLIC HEARING: No

ATTACHMENT(S):
Budget Amendment to receipt
donated funds into 10-443130-4840-
1063.

INFORMATION CONTACT:
Captain Steve Simpson

TELEPHONE NUMBERS:
704-283-3578 - Office
704-400-4584 - Mobile

DEPARTMENT'S RECOMMENDED ACTION: Approve Budget Amendment to receipt donated funds into the Sheriff's Office budget 10-443130-4840-1063 in the amount of \$50,000 for the sole purpose of purchasing weapons and other firearms related expenses associated with the Sheriff's Special Response Team.

BACKGROUND: On August 05, 2009 Sheriff Cathey received a check from an individual that wishes to remain anonymous in the amount of \$50,000. The funds were placed into an account maintained by the Union County Crime Prevention Committee. The donor specified that these funds are for the sole purpose of purchasing weapons and other firearms related expenses for the Sheriff's Special Response Team (SRT).

FINANCIAL IMPACT: \$50,000 donation to Union County

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 5/56
(Central Admin. use only)

SUBJECT: Budget Amendment -Piedmont Natural Gas-Share the Warmth

DEPARTMENT: Department of Social Services **PUBLIC HEARING:** No

ATTACHMENT(S):
Funding Authorization from NCDHHS
dated January 22, 2010

INFORMATION CONTACT:
D. Dontae Latson, Director

TELEPHONE NUMBERS:
(704) 296-4301

DEPARTMENT'S RECOMMENDED ACTION: Approve budget amendment to accept an additional allocation of \$1500.00 in Share the Warmth funds, and increase the expenditures in the Share the Warmth program budget expenditures line 10-553160-5399-1514 and the revenues in the Share the Warmth budget revenue line 10-453160-4442-1514 by \$405.54 as this will give the Union County Department of Social Services a total budgeted amount of \$3405.54.

BACKGROUND: The Piedmont Natural Gas-Share the Warmth program is funded 100% from monies contributed by Piedmont Natural Gas(PNG) customers and employees, as well as corporate donations. Allocations are made only to counties that have PNG residential customers. Allocations are based on the number of PNG residential customers in each county. The North Carolina Department of Health and Human Services allocates these funds to county Department of Social Services.

A household must be experiencing a heating related crisis. A household does not have to be a PNG customer, but must be a residential utility customer. Households do not have to heat with natural gas to be eligible. Households may receive Share the Warmth funds for all types of fuel used.

The Piedmont Natrual Gas-Share the Warmth Program is a 100% State funded program administered locally by the Union County Department of Social Services. This program assists eligible low income families, individuals with a heating related crisis and those in a life or health threatening situation without assistance. Due to the severe weather and economic conditions, DSS has seen a significant increase of clients in need of these funds.

FINANCIAL IMPACT: No county match is required, and there is no financial impact to the General Fund. This budget amendment will accept a total of \$405.54 in additional Share the Warmth Funds to be distributed by the Union County DSS.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



FUNDING AUTHORIZATION
DIVISION OF SOCIAL SERVICES
FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth
EFFECTIVE DATE: 07/01/2009
AUTHORIZATION NUMBER: 8

ALLOCATION PERIOD
FROM JUNE 2009 THRU MAY 2010 SERVICE MONTHS
FROM JULY 2009 THRU JUNE 2010 PAYMENT MONTHS

Co No	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		State	Total	State	Total	State	Total
01	ALAMANCE	1,755.37	1,755.37	1,500.00	1,500.00	3,255.37	3,255.37
02	ALEXANDER	0.00	0.00	0.00	0.00	0.00	0.00
03	ALLEGHANY	0.00	0.00	0.00	0.00	0.00	0.00
04	ANSON	805.23	805.23	500.00	500.00	1,305.23	1,305.23
05	ASHE	0.00	0.00	0.00	0.00	0.00	0.00
06	AVERY	0.00	0.00	0.00	0.00	0.00	0.00
07	BEAUFORT	192.00	192.00	0.00	0.00	192.00	192.00
08	BERTIE	0.00	0.00	0.00	0.00	0.00	0.00
09	BLADEN	170.59	170.59	0.00	0.00	170.59	170.59
10	BRUNSWICK	0.06	0.06	0.00	0.00	0.06	0.06
11	BUNCOMBE	0.00	0.00	0.00	0.00	0.00	0.00
12	BURKE	6,448.06	6,448.06	0.00	0.00	6,448.06	6,448.06
13	CABARRUS	0.00	0.00	0.00	0.00	0.00	0.00
14	CALDWELL	10.36	10.36	0.00	0.00	10.36	10.36
15	CAMDEN	0.00	0.00	0.00	0.00	0.00	0.00
16	CARTERET	224.00	224.00	0.00	0.00	224.00	224.00
17	CASWELL	0.00	0.00	0.00	0.00	0.00	0.00
18	CATAWBA	2,390.73	2,390.73	2,000.00	2,000.00	4,390.73	4,390.73
19	CHATHAM	0.00	0.00	0.00	0.00	0.00	0.00
20	CHEROKEE	0.00	0.00	0.00	0.00	0.00	0.00
21	CHOWAN	419.15	419.15	0.00	0.00	419.15	419.15
22	CLAY	0.00	0.00	0.00	0.00	0.00	0.00
23	CLEVELAND	0.00	0.00	0.00	0.00	0.00	0.00
24	COLUMBUS	18.43	18.43	0.00	0.00	18.43	18.43
25	CRAVEN	1,142.52	1,142.52	500.00	500.00	1,642.52	1,642.52
26	CUMBERLAND	4,158.30	4,158.30	2,000.00	2,000.00	6,158.30	6,158.30
27	CURRITUCK	0.00	0.00	0.00	0.00	0.00	0.00
28	DARE	0.00	0.00	0.00	0.00	0.00	0.00
29	DAVIDSON	2,450.74	2,450.74	2,000.00	2,000.00	4,450.74	4,450.74
30	DAVIE	0.00	0.00	0.00	0.00	0.00	0.00
31	DUPLIN	84.11	84.11	0.00	0.00	84.11	84.11
32	DURHAM	0.00	0.00	0.00	0.00	0.00	0.00
33	EDGECOMBE	3,260.44	3,260.44	500.00	500.00	3,760.44	3,760.44
34	FORSYTH	13,076.89	13,076.89	3,000.00	3,000.00	16,076.89	16,076.89
35	FRANKLIN	0.00	0.00	0.00	0.00	0.00	0.00
36	GASTON	600.00	600.00	0.00	0.00	600.00	600.00
37	GATES	0.00	0.00	0.00	0.00	0.00	0.00
38	GRAHAM	0.00	0.00	0.00	0.00	0.00	0.00
39	GRANVILLE	0.00	0.00	0.00	0.00	0.00	0.00
40	GREENE	0.00	0.00	0.00	0.00	0.00	0.00
41	GUILFORD	6,499.81	6,499.81	5,000.00	5,000.00	11,499.81	11,499.81
42	HALIFAX	0.00	0.00	0.00	0.00	0.00	0.00
43	HARNETT	27.86	27.86	0.00	0.00	27.86	27.86
44	HAYWOOD	0.00	0.00	0.00	0.00	0.00	0.00
45	HENDERSON	0.00	0.00	0.00	0.00	0.00	0.00
46	HERTFORD	0.00	0.00	0.00	0.00	0.00	0.00
47	HOKE	0.87	0.87	0.00	0.00	0.87	0.87

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth

	COUNTY	Initial (or Previous) Allocation Funding Authorization		Additional Allocation		Grand Total Allocation	
		State	Total	State	Total	State	Total
48	HYDE	0.00	0.00	0.00	0.00	0.00	0.00
49	IREDELL	0.00	0.00	0.00	0.00	0.00	0.00
50	JACKSON	0.00	0.00	0.00	0.00	0.00	0.00
51	JOHNSTON	0.00	0.00	0.00	0.00	0.00	0.00
52	JONES	0.00	0.00	0.00	0.00	0.00	0.00
53	LEE	0.00	0.00	0.00	0.00	0.00	0.00
54	LENOIR	73.13	73.13	0.00	0.00	73.13	73.13
55	LINCOLN	6.00	6.00	0.00	0.00	6.00	6.00
56	MACON	0.00	0.00	0.00	0.00	0.00	0.00
57	MADISON	0.00	0.00	0.00	0.00	0.00	0.00
58	MARTIN	0.00	0.00	0.00	0.00	0.00	0.00
59	MCDOWELL	0.00	0.00	0.00	0.00	0.00	0.00
60	MECKLENBURG	50.00	50.00	0.00	0.00	50.00	50.00
61	MITCHELL	54.24	54.24	0.00	0.00	54.24	54.24
62	MONTGOMERY	0.00	0.00	0.00	0.00	0.00	0.00
63	MOORE	0.00	0.00	0.00	0.00	0.00	0.00
64	NASH	0.00	0.00	0.00	0.00	0.00	0.00
65	NEW HANOVER	678.87	678.87	500.00	500.00	1,178.87	1,178.87
66	NORTHAMPTON	0.00	0.00	0.00	0.00	0.00	0.00
67	ONslow	0.10	0.10	0.00	0.00	0.10	0.10
68	ORANGE	0.00	0.00	0.00	0.00	0.00	0.00
69	PAMLICO	0.00	0.00	0.00	0.00	0.00	0.00
70	PASQUOTANK	66.68	66.68	0.00	0.00	66.68	66.68
71	PENDER	0.00	0.00	0.00	0.00	0.00	0.00
72	PERQUIMANS	0.00	0.00	0.00	0.00	0.00	0.00
73	PERSON	0.00	0.00	0.00	0.00	0.00	0.00
74	PITT	63.50	63.50	0.00	0.00	63.50	63.50
75	POLK	0.00	0.00	0.00	0.00	0.00	0.00
76	RANDOLPH	5.00	5.00	0.00	0.00	5.00	5.00
77	RICHMOND	442.55	442.55	0.00	0.00	442.55	442.55
78	ROBESON	0.00	0.00	0.00	0.00	0.00	0.00
79	ROCKINGHAM	636.14	636.14	500.00	500.00	1,136.14	1,136.14
80	ROWAN	1,212.67	1,212.67	1,000.00	1,000.00	2,212.67	2,212.67
81	RUTHERFORD	0.00	0.00	0.00	0.00	0.00	0.00
82	SAMPSON	0.00	0.00	0.00	0.00	0.00	0.00
83	SCOTLAND	0.00	0.00	0.00	0.00	0.00	0.00
84	STANLY	2,502.94	2,502.94	0.00	0.00	2,502.94	2,502.94
85	STOKES	600.00	600.00	0.00	0.00	600.00	600.00
86	SURRY	0.00	0.00	0.00	0.00	0.00	0.00
87	SWAIN	0.00	0.00	0.00	0.00	0.00	0.00
88	TRANSYLVANIA	0.00	0.00	0.00	0.00	0.00	0.00
89	TYRRELL	0.00	0.00	0.00	0.00	0.00	0.00
90	UNION	1,905.54	1,905.54	1,500.00	1,500.00	3,405.54	3,405.54
91	VANCE	0.00	0.00	0.00	0.00	0.00	0.00
92	WAKE	0.00	0.00	0.00	0.00	0.00	0.00
93	WARREN	0.00	0.00	0.00	0.00	0.00	0.00
94	WASHINGTON	0.00	0.00	0.00	0.00	0.00	0.00
95	WATAUGA	0.00	0.00	0.00	0.00	0.00	0.00
96	WAYNE	4,359.38	4,359.38	1,000.00	1,000.00	5,359.38	5,359.38
97	WILKES	0.00	0.00	0.00	0.00	0.00	0.00
98	WILSON	0.00	0.00	0.00	0.00	0.00	0.00
99	YADKIN	0.00	0.00	0.00	0.00	0.00	0.00
100	YANCEY	0.00	0.00	0.00	0.00	0.00	0.00
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.00
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.00
	Total	56,392.26	56,392.26	21,500.00	21,500.00	77,892.26	77,892.26

*Current Budget
3,000.00*

FUNDING SOURCE: Piedmont Natural Gas-Share the Warmth

FUNDING SOURCE: Share the Warmth

GRANT INFORMATION:

This funding authorization represents 100% state funds.

XS411 Heading: Not available on XS411 Report

Tracked on XS411: Not available on XS411 Report

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE

DATE:

Shuang's Bradsher

January 22, 2010

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

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

SUBJECT: Budget Amendment - Crisis Intervention Program

DEPARTMENT: Department of Social Services **PUBLIC HEARING:** No

ATTACHMENT(S):
Funding Authorization for NCDHHS
dated February 10, 2010

INFORMATION CONTACT:
D. Dontae Latson, Director

TELEPHONE NUMBERS:
(704) 296-4301

DEPARTMENT'S RECOMMENDED ACTION: Approve budget amendment to accept one authorization for \$121,649.00 in additional CIP-LIHEAP funds, and increase the expenditures in the Crisis Intervention Program (CIP) budget expenditures line 10-553160-5399-1509 and the CIP budget revenues line 10-453160-4340-1509 by \$121,649.00.

BACKGROUND: The Crisis Intervention - Low Income Home Energy Assistance program is funded by the US Department of Health and Human Services in an annual block grant to the State, which then allocated funds to county social service departments for distribution. The North Carolina Department of Health and Human Services - Social Services Division, on February 10, 2010 allocated \$121,649.00 of these funds to Union County. These funds do not require a local match.

The Crisis Intervention Program is a 100% federally funded program administered locally by the Union County Department of Social Services. This program assists eligible low income families, individuals with a heating or cooling related crisis, and those in a life or health threatening situation without assistance. Due to the severe weather and economic conditions, DSS has seen a significant increase of clients in need of these funds.

Please find attached the CIP-LIHEAP authorization form from the State which reflects the additional allocation in the amount of \$121,649.00.

FINANCIAL IMPACT: No county match is required, and there is no financial impact to the General Fund. This budget amendment will accept a total of \$121,649.00 in additional CIP-LIHEAP funds to be distributed by the the Union County DSS.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

BUDGET AMENDMENT

BUDGET DSS REQUESTED BY Dontae Latson
FISCAL YEAR FY2010 DATE March 01, 2010

INCREASE

DECREASE

<u>Description</u>		<u>Description</u>	
Operating Expenses	<u>121,649</u>		
Federal Revenue	<u>121,649</u>		

Explanation: Appropriate additional funds for the Crisis Intervention Program funded with federal money

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

FOR POSTING PURPOSES ONLY

<u>DEBIT</u>			<u>CREDIT</u>		
<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
<u>10553160-5399-1509</u>	<u>Public Assistance</u>	<u>121,649</u>	<u>10453160-4340-1509</u>	<u>Federal Funding</u>	<u>121,649</u>

Total	<u>121,649</u>	Total	<u>121,649</u>
Prepared By	<u>JLL</u>	Number	<u>40</u>
Posted By	_____		
Date	_____		



DIVISION OF SOCIAL SERVICES

FUNDING SOURCE: CRISIS INTERVENTION PAYMENT

EFFECTIVE DATE: 07/01/2009

AUTHORIZATION NUMBER: 6

ALLOCATION PERIOD

FROM JUNE 2009 THRU MAY 2010 SERVICE MONTHS

FROM JULY 2009 THRU JUNE 2010 PAYMENT MONTHS

Co. No.	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
01	ALAMANCE	417,900	417,900	138,317	138,317	556,217	556,217
02	ALEXANDER	106,164	106,164	35,133	35,133	141,297	141,297
03	ALLEGHANY	46,049	46,049	15,236	15,236	61,285	61,285
04	ANSON	135,850	135,850	44,947	44,947	180,797	180,797
05	ASHE	97,063	97,063	32,121	32,121	129,184	129,184
06	AVERY	57,676	57,676	19,087	19,087	76,763	76,763
07	BEAUFORT	203,874	203,874	67,457	67,457	271,331	271,331
08	BERTIE	132,625	132,625	43,880	43,880	176,505	176,505
09	BLADEN	180,334	180,334	59,663	59,663	239,997	239,997
10	BRUNSWICK	269,447	269,447	89,180	89,180	358,627	358,627
11	BUNCOMBE	789,000	789,000	261,120	261,120	1,050,120	1,050,120
12	BURKE	287,325	287,325	95,086	95,086	382,411	382,411
13	CABARRUS	448,519	448,519	148,434	148,434	596,953	596,953
14	CALDWELL	311,612	311,612	103,123	103,123	414,735	414,735
15	CAMDEN	21,298	21,298	7,048	7,048	28,346	28,346
16	CARTERET	163,794	163,794	54,207	54,207	218,001	218,001
17	CASWELL	107,673	107,673	35,622	35,622	143,295	143,295
18	CATAWBA	507,641	507,641	167,998	167,998	675,639	675,639
19	CHATHAM	140,494	140,494	46,490	46,490	186,984	186,984
20	CHEROKEE	97,980	97,980	32,423	32,423	130,403	130,403
21	CHOWAN	70,169	70,169	23,218	23,218	93,387	93,387
22	CLAY	39,891	39,891	13,203	13,203	53,094	53,094
23	CLEVELAND	472,940	472,940	156,512	156,512	629,452	629,452
24	COLUMBUS	276,211	276,211	91,389	91,389	367,600	367,600
25	CRAVEN	310,407	310,407	102,716	102,716	413,123	413,123
26	CUMBERLAND	1,191,762	1,191,762	394,329	394,329	1,586,091	1,586,091
27	CURRITUCK	54,095	54,095	17,900	17,900	71,995	71,995
28	DARE	65,479	65,479	21,674	21,674	87,153	87,153
29	DAVIDSON	509,989	509,989	168,755	168,755	678,744	678,744
30	DAVIE	91,202	91,202	30,183	30,183	121,385	121,385
31	DUPLIN	221,016	221,016	73,127	73,127	294,143	294,143
32	DURHAM	865,007	865,007	286,264	286,264	1,151,271	1,151,271
33	EDGECOMBE	355,115	355,115	117,499	117,499	472,614	472,614
34	FORSYTH	988,096	988,096	327,032	327,032	1,315,128	1,315,128
35	FRANKLIN	207,479	207,479	68,652	68,652	276,131	276,131
36	GASTON	682,108	682,108	225,750	225,750	907,858	907,858
37	GATES	37,723	37,723	12,482	12,482	50,205	50,205
38	GRAHAM	39,100	39,100	12,936	12,936	52,036	52,036
39	GRANVILLE	167,148	167,148	55,312	55,312	222,460	222,460
40	GREENE	97,878	97,878	32,383	32,383	130,261	130,261
41	GUILFORD	1,480,233	1,480,233	489,884	489,884	1,970,117	1,970,117
42	HALIFAX	430,080	430,080	142,293	142,293	572,373	572,373
43	HARNETT	398,929	398,929	132,022	132,022	530,951	530,951
44	HAYWOOD	218,150	218,150	72,187	72,187	290,337	290,337
45	HENDERSON	236,023	236,023	78,112	78,112	314,135	314,135
46	HERTFORD	144,221	144,221	47,715	47,715	191,936	191,936
47	HOKE	171,940	171,940	56,893	56,893	228,833	228,833

CRISIS INTERVENTION PAYMENT (CIP) cont.

Authorization Number 6

	COUNTY	Initial Allocation		Additional Allocation		Grand Total Allocation	
		Federal	Total	Federal	Total	Federal	Total
48	HYDE	28,241	28,241	9,342	9,342	37,583	37,583
49	IREDELL	364,463	364,463	120,624	120,624	485,087	485,087
50	JACKSON	126,305	126,305	42,457	42,457	168,762	168,762
51	JOHNSTON	494,337	494,337	163,585	163,585	657,922	657,922
52	JONES	38,997	38,997	12,903	12,903	51,900	51,900
53	LEE	190,993	190,993	63,217	63,217	254,210	254,210
54	LENOIR	310,204	310,204	102,641	102,641	412,845	412,845
55	LINCOLN	185,679	185,679	61,456	61,456	247,135	247,135
56	MACON	119,950	119,950	39,695	39,695	159,645	159,645
57	MADISON	87,798	87,798	29,053	29,053	116,851	116,851
58	MARTIN	112,393	112,393	37,183	37,183	149,576	149,576
59	MCDOWELL	154,228	154,228	51,045	51,045	205,273	205,273
60	MECKLENBURG	2,649,662	2,649,662	877,046	877,046	3,526,708	3,526,708
61	MITCHELL	61,873	61,873	20,471	20,471	82,344	82,344
62	MONTGOMERY	117,669	117,669	38,933	38,933	156,602	156,602
63	MOORE	197,542	197,542	65,362	65,362	262,904	262,904
64	NASH	337,236	337,236	111,589	111,589	448,825	448,825
65	NEW HANOVER	554,147	554,147	183,382	183,382	737,529	737,529
66	NORTHAMPTON	163,920	163,920	54,232	54,232	218,152	218,152
67	ONslow	366,866	366,866	121,384	121,384	488,250	488,250
68	ORANGE	316,504	316,504	104,744	104,744	421,248	421,248
69	PAMLICO	38,386	38,386	12,701	12,701	51,087	51,087
70	PASQUOTANK	161,313	161,313	53,372	53,372	214,685	214,685
71	PENDER	142,139	142,139	47,032	47,032	189,171	189,171
72	PERQUIMANS	55,128	55,128	18,242	18,242	73,370	73,370
73	PERSON	149,082	149,082	49,329	49,329	198,411	198,411
74	PITT	651,581	651,581	215,604	215,604	867,185	867,185
75	POLK	51,373	51,373	17,000	17,000	68,373	68,373
76	RANDOLPH	493,309	493,309	163,254	163,254	656,563	656,563
77	RICHMOND	246,719	246,719	81,639	81,639	328,358	328,358
78	ROBESON	769,442	769,442	254,594	254,594	1,024,036	1,024,036
79	ROCKINGHAM	357,667	357,667	118,356	118,356	476,023	476,023
80	ROWAN	431,727	431,727	142,888	142,888	574,615	574,615
81	RUTHERFORD	267,230	267,230	88,427	88,427	355,657	355,657
82	SAMPSON	266,126	266,126	88,062	88,062	354,188	354,188
83	SCOTLAND	231,959	231,959	76,741	76,741	308,700	308,700
84	STANLY	188,568	188,568	62,398	62,398	250,966	250,966
85	STOKES	111,677	111,677	36,949	36,949	148,626	148,626
86	SURRY	282,662	282,662	93,530	93,530	376,192	376,192
87	SWAIN	54,468	54,468	18,021	18,021	72,489	72,489
88	TRANSYLVANIA	99,213	99,213	32,832	32,832	132,045	132,045
89	TYRRELL	24,412	24,412	8,077	8,077	32,489	32,489
90	UNION	367,502	367,502	121,649	121,649	489,151	489,151
91	VANCE	285,736	285,736	94,538	94,538	380,274	380,274
92	WAKE	1,616,142	1,616,142	534,867	534,867	2,151,009	2,151,009
93	WARREN	110,207	110,207	36,465	36,465	146,672	146,672
94	WASHINGTON	75,788	75,788	25,075	25,075	100,863	100,863
95	WATAUGA	121,054	121,054	40,063	40,063	161,117	161,117
96	WAYNE	435,320	435,320	144,038	144,038	579,358	579,358
97	WILKES	256,594	256,594	84,914	84,914	341,508	341,508
98	WILSON	341,049	341,049	112,854	112,854	453,903	453,903
99	YADKIN	118,458	118,458	39,202	39,202	157,660	157,660
100	YANCEY	90,522	90,522	29,949	29,949	120,471	120,471
150	Jackson Indian	6,000	6,000	-	-	6,000	6,000
187	Swain Indian	2,000	2,000	-	-	2,000	2,000
	Total	\$30,224,269	\$30,224,269	\$10,000,000	\$10,000,000	\$40,224,269	\$40,224,269

Current Budget
 367,502
 + 121,649
 489,151

FUNDING SOURCE: Federal Low Income Home Energy Assistance Funds

GRANT INFORMATION: This funding authorization is the first allocation of emergency contingency funds awarded on January 21, 2010 in the amount of \$15,610,584.

XS411 Heading: CRISIS

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE

February 10, 2010

Showing to Bradsher

Accepted by: 
County Director Signature

2-12-2010
Date

County Name: Union

489,151.00
Grand Total Allocation

Please provide your Local Business Liaison with a signed copy of this Funding Authorization.



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

AGENDA ITEM
5/6a
MEETING DATE 3-1-10
~~704-283-3746~~
704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners
FROM: John C. Petoskey
Tax Administrator
DATE: February 16, 2010
RE: **Seventh** Motor Vehicle Refund Register

I hereby certify the following **Refunds** that were made during the period of **01/01/2010 to 01/31/2010**. The refunds represent releases of both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

(Finance)

Assessor Refund Register for the period 01/01/2010 to 01/31/2010

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	-----Total-----	-----Tax-----	-----Int-----
10	County.....	CN99999	2004	2003	0	77.46-		.00
10	County.....	CN99999	2004	2004	0	10.46		.00
10	County.....	CN99999	2005	2004	0	12.50		.00
10	County.....	CN99999	2005	2005	0	9.19-		.00
10	County.....	CN99999	2006	2005	0	71.83		.00
10	County.....	CN99999	2006	2006	20,000	137.94		.00
10	County.....	CN99999	2007	2006	0	146.61		.00
10	County.....	CN99999	2007	2007	18,000	186.77-		4.48-
10	County.....	CN99999	2008	2007	2,840	99.86-		.85-
10	County.....	CN99999	2008	2008	15,803	148.07-		.00
10	County.....	CN99999	2009	2006	4,450	27.43-		.00
10	County.....	CN99999	2009	2007	300	2.08-		.00
10	County.....	CN99999	2009	2008	27,984	300.51-		.00
10	County.....	CN99999	2009	2009	52,537	378.58-		.00
Net Totals.....					141,914	1,609.29-		5.33-
77	School dist - County.....	SC999	2004	2003	0	10.23-		.00
77	School dist - County.....	SC999	2004	2004	0	1.40-		.00
77	School dist - County.....	SC999	2005	2004	0	1.67-		.00
77	School dist - County.....	SC999	2005	2005	0	1.15-		.00
77	School dist - County.....	SC999	2006	2005	0	8.98-		.00
Net Totals.....					0	23.43-		.00
32	Fire Dist - Springs.....	FR015	2008	2008	0	1.58-		.00
39	Fire Dist - Stallings.....	FR020	2009	2008	2,224	.90-		.00
39	Fire Dist - Stallings.....	FR020	2009	2009	3,499	1.42-		.00
38	Fire dist - Hemby Bridge..	FR023	2009	2008	18,140	8.94-		.00
38	Fire dist - Hemby Bridge..	FR023	2009	2009	0	.80-		.00
37	Fire dist - Wesley Chapel:	FR026	2006	2006	20,000	3.04-		.00
37	Fire dist - Wesley Chapel:	FR026	2007	2007	18,000	3.01-		.10-
37	Fire dist - Wesley Chapel:	FR026	2008	2007	12,180	.00		.00
37	Fire dist - Wesley Chapel:	FR026	2008	2008	15,803	3.18-		.00
37	Fire dist - Wesley Chapel:	FR026	2009	2008	7,320	1.40-		.00
34	Fire Dist - Waxhaw.....	FR028	2009	2009	3,453	.86-		.00
Net Totals.....					100,619	25.13-		.10-
78	220130 Taxes Payable - Monroe.....	MN02000	2004	2003	15,170	.00		.00
78	220130 Taxes Payable - Monroe.....	MN02000	2004	2004	1,350	.00		.00
78	220130 Taxes Payable - Monroe.....	MN02000	2005	2004	1,910	.00		.00
78	220130 Taxes Payable - Monroe.....	MN02000	2005	2005	1,090	.00		.00
78	220130 Taxes Payable - Monroe.....	MN02000	2006	2005	14,450	.00		.00

(Summary)

78 220130	Taxes Payable - Monroe	MN02000	2006	2006	960	.00	.00
78 220130	Taxes Payable - Monroe	MN02000	2007	2006	24,700	.00	.00
78 220130	Taxes Payable - Monroe	MN02000	2007	2007	860	40.56	.00
78 220130	Taxes Payable - Monroe	MN02000	2008	2007	11,430	.00	.00
78 220130	Taxes Payable - Monroe	MN02000	2008	2008	770	.00	.00
78 220130	Taxes Payable - Monroe	MN02000	2009	2006	4,450	24.48	.00
78 220130	Taxes Payable - Monroe	MN02000	2009	2007	300	1.71	.00
78 220130	Taxes Payable - Monroe	MN02000	2009	2008	20,030	1.55	.00
78 220170	Taxes Payable - Wingate	MN03000	2009	2008	0	2.37	.00
78 220110	Taxes Payable - Indian Trail	MN06000	2008	2007	2,840	4.26	.18
78 220110	Taxes Payable - Indian Trail	MN06000	2009	2008	18,140	26.30	.00
78 220140	Taxes Payable - Stallings	MN07000	2009	2009	2,366	3.43	.00
78 220160	Taxes Payable - Weddington	MN08000	2006	2006	20,000	6.00	.00
78 220160	Taxes Payable - Weddington	MN08000	2007	2007	18,000	5.40	.19
78 220160	Taxes Payable - Weddington	MN08000	2008	2007	12,180	.00	.00
78 220160	Taxes Payable - Weddington	MN08000	2008	2008	15,803	4.77	.00
78 220165	Taxes Payable - Wesley Chapel	MN09700	2009	2008	7,320	1.21	.00
	Net Totals				194,119	125.66	.37
84 220000	NC State Interest	NC00000	2006	2006	0	.00	.00
84 220000	NC State Interest	NC00000	2007	2006	0	.00	.00
84 220000	NC State Interest	NC00000	2007	2007	0	.00	4.09
84 220000	NC State Interest	NC00000	2008	2007	0	.00	.73
84 220000	NC State Interest	NC00000	2008	2008	0	.00	.00
84 220000	NC State Interest	NC00000	2009	2008	0	.00	.00
	Net Totals				0	.00	4.82
	Net Grand Totals				1,783.51		10.62



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

AGENDA ITEM
5/66
MEETING DATE 3-1-10

704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners

FROM: John C. Petoskey
Tax Administrator

DATE: February 16, 2010

RE: **Seventh** Motor Vehicle Release Register

I hereby certify the following **Releases** were made during the period of **01/01/2010 to 01/31/2010**. The releases represent both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

(Finance)

Assessor Release Register for the period 01/01/2010 to 01/31/2010

(Summary)

Bdg No	Description	Key	Bill Rate		Total		
			Year	Year	Value	Tax	Int
10	County	CN99999	2007	2007	0	26.43-	4.13-
10	County	CN99999	2008	2007	34,529	332.47-	43.52
10	County	CN99999	2008	2008	0	2.28-	.21-
10	County	CN99999	2009	2007	90,588	644.18-	.00
10	County	CN99999	2009	2008	227,182	1,549.03-	33.81-
10	County	CN99999	2009	2009	805,122	5,581.52-	18.91-
Net Totals					1,157,421	8,135.91-	100.58
Net Totals					0	.00	.00
32	Fire Dist - Springs	FR015	2009	2008	10,107	3.09-	.00
32	Fire Dist - Springs	FR015	2009	2009	4,247-	1.29	.00
39	Fire Dist - Stallings	FR020	2008	2007	16,224	4.25-	.56-
39	Fire Dist - Stallings	FR020	2009	2008	9,735	3.95-	.16-
39	Fire Dist - Stallings	FR020	2009	2009	112,327	47.63-	.06
38	Fire dist - Hemby Bridge	FR023	2008	2007	0	1.62-	.17-
38	Fire dist - Hemby Bridge	FR023	2009	2008	20,130	9.92-	.34-
38	Fire dist - Hemby Bridge	FR023	2009	2009	53,851	26.56-	.13
37	Fire dist - Wesley Chapel	FR026	2009	2007	90,588	15.13-	.00
37	Fire dist - Wesley Chapel	FR026	2009	2008	152,380	29.10-	.47-
37	Fire dist - Wesley Chapel	FR026	2009	2009	159,735	30.51-	.00
34	Fire Dist - Waxhaw	FR028	2009	2008	2,171	.54-	.01-
34	Fire Dist - Waxhaw	FR028	2009	2009	122,649	30.40-	.37-
Net Totals					745,650	201.41-	2.01-
78	220130 Taxes Payable - Monroe	MN02000	2008	2008	0	3.78-	.31-
78	220130 Taxes Payable - Monroe	MN02000	2009	2008	27,829	169.87-	5.76-
78	220130 Taxes Payable - Monroe	MN02000	2009	2009	186,643	1,006.43-	4.05-
78	220170 Taxes Payable - Wingate	MN03000	2009	2008	1,460-	2.37	.00
78	220120 Taxes Payable - Marshville	MN04000	2007	2007	0	14.13-	2.08-
78	220150 Taxes Payable - Waxhaw	MN05000	2009	2009	119,918	407.72-	4.95-
78	220110 Taxes Payable - Indian Trail	MN06000	2008	2007	34,529	51.80-	7.02-
78	220110 Taxes Payable - Indian Trail	MN06000	2009	2008	29,865	43.30-	1.59-
78	220110 Taxes Payable - Indian Trail	MN06000	2009	2009	56,792	82.35-	.73
78	220140 Taxes Payable - Stallings	MN07000	2009	2009	62,194	144.70-	.33-
78	220160 Taxes Payable - Weddington	MN08000	2008	2007	0	2.38-	.33-
78	220160 Taxes Payable - weddington	MN08000	2009	2007	90,588	27.18-	.00
78	220160 Taxes Payable - Weddington	MN08000	2009	2008	81,530	24.46-	.00
78	220160 Taxes Payable - Weddington	MN08000	2009	2009	170,556	51.16-	.08
78	220115 Taxes Payable - Lake Park	MN09000	2009	2009	15,154	34.85-	.55-
78	220175 Taxes Payable - Fairview	MN09300	2009	2009	7,356	1.11-	.00

(Finance)

Assessor Release Register for the period 01/01/2010 to 01/31/2010

(Summary)


78	220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2008	70,850	11.69-	.41-
78	220165	Taxes Payable - Wesley Chapel:	MN09700	2009	2009	1,309-	.22	.00
78	220135	Taxes Payable - Unionville...:	MN09800	2009	2008	3,615	.72-	.03-
78	220135	Taxes Payable - Unionville...:	MN09800	2009	2009	12,585	2.50-	.00
78	220155	Taxes Payable - Mnrl Sprngs...:	MN09900	2009	2008	10,107	2.52-	.00
78	220155	Taxes Payable - Mnrl Sprngs...:	MN09900	2009	2009	2,493	.63-	.00
Net Totals.....:						979,835	2,080.69-	26.76-
84	220000	NC State Interest.....:	NC00000	2007	2007	0	.00	1.22-
84	220000	NC State Interest.....:	NC00000	2008	2007	0	.00	11.78-
84	220000	NC State Interest.....:	NC00000	2008	2008	0	.00	.19-
84	220000	NC State Interest.....:	NC00000	2009	2008	0	.00	34.81-
84	220000	NC State Interest.....:	NC00000	2009	2009	0	.00	36.31-
Net Totals.....:						0	.00	84.31-
Net Grand Totals.....:							10,418.01	213.66-



UNION COUNTY
Office of the Tax Administrator
Collections Division
500 N. Main St. Ste 119
P.O. Box 38
Monroe, NC 28111-0038

AGENDA ITEM
5/6c
MEETING DATE 3-1-10
~~704-283-3848~~
704-283-3897 Fax

TO: Lynn West
Clerk to the Board

FROM: John Petoskey 
Tax Administrator

DATE: February 15, 2010

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending January 31, 2010 is attached for your information and review.

Should you desire additional information, I will do so at your request.

Attachment

JP/PH

**JANUARY 2010
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

	2010	2009	2008	2007
JANUARY 31, 2010 REGULAR TAX				
BEGINNING CHARGE	0	147,395,319.74	143,619,484.54	116,289,543.24
DISCOVERIES	58739.35	3,407.89		
FARM DEFERMENTS		9,357.00	9,357.00	7,189.55
RELEASES	(1,686.85)	(36,206.94)	(1,172.46)	(1,099.65)
WRITE OFF \$1.00 OR LESS		(32.70)	(4.60)	(0.04)
TOTAL CHARGE	57,052.50	147,371,844.99	143,627,664.48	116,295,633.10
BEGINNING COLLECTIONS	75	106,174,423.31	141,042,192.20	115,576,036.55
COLLECTIONS		29,206,273.97	136,804.80	26,357.18
TOTAL COLLECTIONS	75.00	135,380,697.28	141,178,997.00	115,602,393.73
BALANCE OUTSTANDING	56,977.50	11,991,147.71	2,448,667.48	693,239.37
PERCENTAGE OF REGULAR	0.13%	91.86%	98.30%	99.40%
JANUARY 31, 2010 MOTOR VEHICLE				
BEGINNING CHARGE		6,821,065.55	11,731,286.30	12,061,611.66
8TH MOTOR VEHICLE BILLING		765,371.18		
ASSESSOR RELEASE		(7,970.27)	(340.62)	(26.43)
ASSESSOR REFUND		(722.92)	(252.69)	(336.39)
COLLECTOR RELEASE		(7,779.96)	(283.23)	
COLLECTOR REFUND		(2,017.00)	(269.54)	
REIMBURSEMENTS		4,524.42	1,135.67	12.34
ADJUSTMENTS		26.37	1.39	
TOTAL CHARGE		7,572,497.37	11,731,277.28	12,061,261.18
BEGINNING COLLECTIONS		4,995,142.91	11,320,495.02	11,913,322.05
COLLECTIONS		851,136.86	49,816.19	2,693.60
TOTAL COLLECTIONS		5,846,279.77	11,370,311.21	11,916,015.65
BALANCE OUTSTANDING		1,726,217.60	360,966.07	145,245.53
PERCENTAGE OF MOTOR VEHICLE		77.20%	96.92%	98.80%
OVERALL CHARGED		154,944,342.36	155,358,941.76	128,356,894.28
OVERALL COLLECTED		141,226,977.05	152,549,308.21	127,518,409.38
OVERALL PERCENTAGE		91.15%	98.19%	99.35%

**JANUARY 2010
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

JANUARY 31, 2010 REGULAR TAX	2006	2005	2004	2003
BEGINNING CHARGE	96,273,117.53	86,248,443.74	75,936,883.58	60,651,659.92
DISCOVERIES				
FARM DEFERMENTS	6,127.94			
RELEASES	(715.57)	(696.11)	(483.89)	
WITE OFF \$1.00 OR LESS	(0.01)	(0.55)		
TOTAL CHARGE	96,278,529.89	86,247,747.08	75,936,399.69	60,651,659.92
BEGINNING COLLECTIONS	95,841,837.30	85,999,002.24	75,768,870.27	60,532,453.84
COLLECTIONS	8,124.36	1,298.79	232.79	19.34
TOTAL COLLECTIONS	95,849,961.66	86,000,301.03	75,769,103.06	60,532,473.18
BALANCE OUTSTANDING	428,568.23	247,446.05	167,296.63	119,186.74
PERCENTAGE OF REGULAR	99.55%	99.71%	99.78%	99.80%
JANUARY 31, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	10,333,734.80	-	-	-
8TH MOTOR VEHICLE BILLING			-	-
ASSESSOR RELEASE			-	-
ASSESSOR REFUND	(221.79)		-	-
COLLECTOR RELEASE			-	-
COLLECTOR REFUND			-	-
REIMBURSEMENTS	8.70		-	-
ADJUSTMENTS			-	-
TOTAL CHARGE	10,333,521.71	-	-	-
BEGINNING COLLECTIONS	10,241,942.96	-	-	-
COLLECTIONS	506.03	-	-	-
TOTAL COLLECTIONS	10,242,448.99	-	-	-
BALANCE OUTSTANDING	91,072.72	-	-	-
PERCENTAGE OF MOTOR VEHICLE	99.12%			
OVERALL CHARGED	106,612,051.60	86,247,747.08	75,936,399.69	60,651,659.92
OVERALL COLLECTED	106,092,410.65	86,000,301.03	75,769,103.06	60,532,473.18
OVERALL PERCENTAGE	99.51%	99.71%	99.78%	99.80%

**JANUARY 2010
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

JANUARY 31, 2010 REGULAR TAX	2002	2001	2000	1999
BEGINNING CHARGE	51,673,900.40	48,122,649.67	43,552,864.81	40,736,778.57
DISCOVERIES				
FARM DEFERMENTS				
RELEASES				
WITE OFF \$1.00 OR LESS				
TOTAL CHARGE	51,673,900.40	48,122,649.67	43,552,864.81	40,736,778.57
BEGINNING COLLECTIONS	51,588,678.20	48,059,302.08	43,509,395.95	40,698,314.62
COLLECTIONS	1.64	370.80	109.33	
TOTAL COLLECTIONS	51,588,679.84	48,059,672.88	43,509,505.28	40,698,314.62
BALANCE OUTSTANDING	85,220.56	62,976.79	43,359.53	38,463.95
PERCENTAGE OF REGULAR	99.84%	99.87%	99.90%	99.91%
JANUARY 31, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
8TH MOTOR VEHICLE BILLING	-	-	-	-
ASSESSOR RELEASE	-	-	-	-
ASSESSOR REFUND	-	-	-	-
COLLECTOR RELEASE	-	-	-	-
COLLECTOR REFUND	-	-	-	-
REIMBURSEMENTS	-	-	-	-
ADJUSTMENTS	-	-	-	-
TOTAL CHARGE	-	-	-	-
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS	-	-	-	-
TOTAL COLLECTIONS	-	-	-	-
BALANCE OUTSTANDING	-	-	-	-
PERCENTAGE OF MOTOR VEHICLE				
OVERALL CHARGED	51,673,900.40	48,122,649.67	43,552,864.81	40,736,778.57
OVERALL COLLECTED	51,588,679.84	48,059,672.88	43,509,505.28	40,698,314.62
OVERALL PERCENTAGE	99.84%	99.87%	99.90%	99.91%

Radio Communications Council Guidelines

ARTICLE I
ESTABLISHMENT

The Union County Board of Commissioners through approval of these Guidelines does hereby establish the Radio Communications Council, and authorize the Union County Manager to perform the activities described herein. The purpose of the Radio Communications Council (“RCC”) shall be to review procedures, protocols, and plans relative to the development and implementation of the Radio System and Union County Radio Subsystem, as defined below, and to make recommendations to the Union County Manager or his designee.

ARTICLE II
DEFINITIONS

2.1 Radio System. (a) the 800 MHz trunked radio system currently operated by the City of Charlotte (consisting of eight primary Simulcast tower sites and related operations), (b) the Union County Radio Subsystem, (c) all hardware and software encompassed in the forgoing, (d) all updates and enhancements to the forgoing, and (e) the FCC Licenses. The Radio System does not include mobile and portable radio units.

2.2 Union County Radio Subsystem. The 7-site (or 8-site, depending on final configuration) digital 800/700 MHz, 10-channel, trunked, Simulcast System located in and owned by Union County, all hardware and software encompassed in the forgoing, and all updates and enhancements to the forgoing, which subsystem will interface to Charlotte’s SmartZone system and comprise an expansion of the Radio System into Union County.

ARTICLE III
RCC ORGANIZATION AND PROCEDURES

3.1 Appointment of Members and Composition of the RCC. The RCC shall be composed of nine voting members and seven non-voting members.

The nine voting members shall include the Union County Communications Director, the Union County Fire Marshal, an at-large member appointed by the Union County Manager, as well as a representative from each of the following organizations/departments (hereinafter referred to as “Voting Member Groups”): Union County Sheriff’s Office; Union EMS; Monroe Fire; Monroe Police; and Fire Chief’s Association. Each of the Voting Member Groups shall recommend a representative to the Union County Manager for their respective group for appointment by the Union County Manager. In the event the Voting Member Group fails to recommend a representative within thirty (30) days of receipt of notice from Union County, the Union County Manager may appoint their representative member. The ninth voting member shall be appointed by the Union County Manager to represent all of the following municipal police departments: Marshville Police Department; Stallings Police Department; Wingate Police Department; and Waxhaw Police Department. Each of these municipal police departments may

make a recommendation to the Union County Manager as to the appointment of this ninth voting member within thirty (30) days of receipt of notice from Union County.

The seven non-voting members shall consist of a representative from each of the following organizations/departments (hereinafter referred to as "Non-Voting Member Groups"): North Carolina State Highway Patrol; Union County Public Safety Information Technology; North Carolina Forestry Service; Union County Public Works; Monroe Public Works/Utilities; Union County Transportation; and Charlotte-Mecklenburg Network Technology Services. Each of the Non-Voting Member Groups shall recommend a representative to the Union County Manager for their respective group for appointment by the Union County Manager. In the event the Non-Voting Member Group fails to recommend a representative within thirty (30) days of receipt of notice from Union County, the Union County Manager may appoint their representative member.

3.2. Term. Each member of the RCC, whether voting or non-voting, shall serve a term that shall begin upon the date of his/her appointment and that shall conclude on the second consecutive January 1st following appointment. For example, if a member is appointed April 3, 2010, his/her term shall expire on January 1, 2012. There are no limits on the number of consecutive terms that a member may serve.

3.3 Vacancies. A RCC member may resign at any time by tendering his resignation in writing to the Chairman of the RCC. The resignation shall take effect on the date of receipt or at any later date specified in the written resignation.

Failure of a voting member to attend three regularly scheduled meetings during a calendar year without being excused shall be deemed adequate cause for a determination of vacancy. In the event a voting member fails to attend three meetings without being excused by the RCC, the RCC members shall take a vote on whether to recommend that member's continuation or termination of membership. If the vote results in a recommendation that membership be terminated, the RCC Chairman shall report this recommendation to the Union County Manager. The Union County Manager shall give due consideration to any recommendation provided by the RCC, but shall not be bound by such recommendation.

Any vacancy occurring in the RCC membership shall be immediately communicated by the Chairman of the RCC to the Union County Manager. The Union County Manager shall appoint a new member to serve for the remainder of the unexpired term.

Notwithstanding the foregoing, all members serve at the pleasure of the Union County Manager, who may remove a member, with or without cause, upon written notice to the Chairman of the RCC and to such member.

3.4 Officers. The officers of the RCC shall be a Chairman, Vice Chairman, and Secretary, each of whom shall be appointed by the Union County Manager. Officers shall hold office for the term of one year, and until their successors are appointed.

The Chairman shall preside at all meetings of the RCC and shall be the final arbiter of all questions regarding parliamentary procedure. The Chairman shall have authority to appoint subcommittees and to call special meetings as set forth in Section 3.5.

In the absence of the Chairman of the RCC or in the event of the Chairman's inability or refusal to act, the Vice Chairman shall perform the duties of Chairman and in so doing shall have all the powers of Chairman. The Vice Chairman shall perform such other duties as may be assigned by the Chairman.

The Secretary shall (i) keep or cause to be kept all records of the RCC; (ii) record or cause to be recorded the minutes of the meetings of the RCC and any subcommittee; and (iii) send out all notices of meetings as required by law and these Guidelines. The Secretary shall forward copies of all minutes to the Clerk to the Union County Board of Commissioners. The Secretary shall also maintain a record giving the names and current addresses of RCC members. The Secretary shall perform such other duties as may be prescribed by the RCC or the Chairman.

3.5 Meetings. Regular meetings of the RCC shall be conducted at such place and times as agreed by the members, provided that regular meetings shall occur not less frequently than every calendar quarter. A notice of the schedule of regular meetings shall be provided to the Clerk to the Union County Board of Commissioners.

Special meetings of the membership may be called by or at the request of the Chairman and shall be called by the Secretary at the request of a majority of the voting members.

All meetings of the RCC shall be conducted in accordance with the Open Meetings Law, Chapter 143, Article 33C, of the North Carolina General Statutes. Notice of meetings shall be provided in accordance with the Open Meetings Law. Notice to the membership of any special meeting shall be given by not less than forty-eight (48) hours prior written notice delivered personally, or four days notice sent by mail or fax, to each member at his address as shown by the records of the RCC, as well as to the Clerk to the Union County Board of Commissioners. If mailed, such notice shall be deemed to be mailed when deposited in the United States Mail in a sealed envelope properly addressed, with postage prepaid. Any member may waive notice of any meeting. The attendance of a member at any meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

A written record of all RCC proceedings, attendance, and actions shall be maintained by the Secretary. Such record shall be available to the public, except as otherwise provided by applicable law.

3.6 Quorum. Five (5) voting members of the RCC shall constitute a quorum for the transaction of business at any meeting of the membership.

3.7 Manner of Acting. The act of a majority of the voting members present at a meeting at which a quorum is present shall be the act of the RCC.

ARTICLE IV
DUTIES

The RCC shall serve in strictly an advisory capacity to the Union County Manager or his designee for the purpose of receiving information as to the performance of the Radio System and for making recommendations relative to the establishment, development, revision, and update of system-wide procedures, protocols, and plans related to appropriate usage, operation, maintenance, and management of the Radio System and Union County Radio Subsystem. Examples of the types of recommendations the RCC may make to the Union County Manager include: evaluation of requests by agencies to access and use the Radio System; recommendations as to the number of talk groups on the Radio System; and recommendations as to whether to allow additional public safety radios and/or non-public safety radios to be added to the Radio System. The execution and implementation of procedures, protocols, and plans approved by the Union County Manager shall be the responsibility of the staff of the Union County Communications Department. Should policy issues arise relating to operation of the Radio System, these will be referred by the Union County Manager to the Union County Board of Commissioners.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 1, 2010

Action Agenda Item No. 518a, b, c
(Central Admin. use only)

SUBJECT: Federal Grant Requirements

DEPARTMENT: Legal

PUBLIC HEARING: No

ATTACHMENT(S):

- (a) Union County Bid Protest Procedure
- (b) Union County Code of Conduct for Contracts Supported by Federal Grant Funds
- (c) Proposed Amendments to Union County Personnel Resolution

INFORMATION CONTACT:

Jeff Crook

TELEPHONE NUMBERS:

(704) 283-3673

DEPARTMENT'S RECOMMENDED ACTION: (1) Adopt the Union County Bid Protest Procedure; (2) Adopt the Union County Code of Conduct for Contracts Supported by Federal Grant Funds; and (3) Approve the proposed amendments to the Union County Personnel Resolution incorporating the Code of Conduct for Contracts Supported by Federal Grant Funds as Addendum # 2

BACKGROUND: There are exceedingly numerous federal requirements that must be satisfied in order for the County to receive federal funding. The Grants Management Common Rule comprises a set of rules promulgated by federal agencies and recorded in the Code of Federal Regulations, and it applies to local governments, such as Union County, receiving federal grant funding. Two requirements of the Common Rule compel the adoption and implementation of a bid protest procedure, and the adoption and implementation of a code of conduct. The latter is broader than applicable provisions of the North Carolina General Statutes. The attached documents have been drafted to meet the requirements of the Grants Management Common Rule. In addition, the regulations applicable to the Community Development Block Grant program (from which the County will receive award of grant funding for Dodge City) require additional standards of conduct. For convenience, these additional standards have also been incorporated in the attached Code of Conduct. Because the Code of Conduct subjects employees who fail to comply to disciplinary action, it is recommended that the Board of Commissioners approve inclusion of this Code as an addendum (Addendum # 2) to the Union County Personnel Resolution. Please note that there will be many additional policies/procedures/plans that will must be adopted in order for the County to meet its federal and State funding obligations. These will be forthcoming at future Board meetings.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

UNION COUNTY BID PROTEST PROCEDURE

AGENDA ITEM

58a

MEETING DATE 3-1-10

I. PURPOSE

This Policy is intended to set forth the procedure by which Union County (the "County") will handle and resolve all disputes related to the procurement of all goods and services by any department, office, board, commission or other organizational unit of Union County if federal grant money will be used or will be provided as a reimbursement for the procurement (whether or not the money will be passed through a State or local agency) and the federal Grants Management Common Rule applies to the procurement. This Policy shall only apply if the procurement (i) involves federal grant money, and (ii) the federal Grants Management Common Rule is applicable.

II. FILING A PROTEST

Prospective bidders, offerors, or contractors who may be aggrieved by a solicitation and actual bidders, offerors, or contractors who may be aggrieved by the award of a contract shall comply with the requirements set forth in this Section in order to file a protest that will be eligible for consideration under this Policy.

1. A written protest meeting the requirements of this Section II must be received at the office of the General Services Department, Purchasing Division, attn: Purchasing Director, 500 N. Main Street, Room #8, Monroe, North Carolina 28112 within ten (10) calendar days prior to the opening of the bids or proposals if the protestor is a prospective bidder, offeror, or contractor, and within five (5) calendar days after Union County transmits via fax, e-mail, or mail the announcement of intent to award if the protestor is an actual bidder, offeror, or contractor. Protests not received within these deadlines will not be eligible for consideration under this Policy.
2. Written protests must contain the following information:
 - i. Name, address, phone number, fax number, and e-mail address of the person filing the protest.
 - ii. If the person is filing the protest on behalf of an entity (e.g. business), the name of the entity, the person's job position within or relationship to the entity (e.g. manager), and a signed statement that the person is authorized to file the protest on behalf of the entity.
 - iii. The bid name and number.
 - iv. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents.

- v. Copies of any supporting exhibits, evidence, or documents substantiating any claims in the protest.
 - vi. A statement as to how the person or entity filing the protest was harmed by the action serving as the basis of the protest.
 - vii. The form of relief requested.
 - viii. Signature of the person filing the protest.
3. The Purchasing Director shall submit a copy of the protest, including copies of all supporting documentation filed with the protest, to the agency that awarded the grant to which the underlying procurement relates within ten (10) calendar days of receipt of the protest.
 4. Within ten (10) calendar days from the date that the protest is received, the Purchasing Director shall respond to the protestor in writing with the Purchasing Director's decision as well as a copy of the procedures for appeal under this Policy.
 5. A copy of the Purchasing Director's decision shall be forwarded to the agency that awarded the grant to which the underlying procurement relates.
 6. The Purchasing Director may appoint a designee to act on his/her behalf under this Section.

III. APPEALING THE DECISION OF THE PURCHASING DIRECTOR

A decision of the Purchasing Director may be appealed by the protestor to the County Manager pursuant to the terms of this Section.

1. The appeal must be in writing and must be delivered to the County Manager, 500 N. Main St. Suite 918, Monroe, North Carolina, 28112, within seven (7) calendar days of the date the Purchasing Director e-mailed, faxed, or mailed his/her decision to the protestor. Late appeals will not be accepted.
2. Written appeals must contain the following information:
 - i. Name, address, phone number, fax number, and e-mail address of the person filing the appeal.
 - ii. If the person is filing the appeal on behalf of an entity (e.g. business), the name of the entity, the person's job position within or relationship to the entity (e.g. manager), and a signed statement that the person is authorized to file the appeal on behalf of the entity.

- iii. A statement that the person is appealing the decision of the Purchasing Director and a statement of the Purchasing Director's decision.
 - iv. Any other information that the appellant would like to have considered in the appeal.
 - v. Signature of person filing the appeal.
3. A copy of the appeal shall be forwarded by the County to the agency that awarded the grant to which the underlying procurement relates.
 4. If the County Manager desires to meet with the appellant, he/she shall endeavor to schedule such a meeting within thirty (30) days of receipt of the appeal, or as soon as possible thereafter.
 5. If the County Manager desires to meet with the appellant, he/she shall respond to the appellant in writing with the County Manager's decision within ten (10) calendar days of that meeting.
 6. If the County Manager determines that a meeting with the appellant would serve no useful purpose, he/she shall respond to the appellant in writing with the County Manager's decision within ten (10) calendar days of receipt of the appeal.
 7. A copy of the County Manager's decision shall be forwarded by the County to the agency that awarded the grant to which the underlying procurement relates.

IV. COSTS OF PROTEST AND APPEAL

Any and all costs incurred by a protesting party in connection with a protest and/or appeal shall be the sole responsibility of the protesting party.

V. RESPONSIBILITY OF COUNTY TO NOTIFY BIDDERS OF THE INTENT TO AWARD

The Purchasing Director or his/her designee shall notify all bidders and respondents to a Request for Proposal or Request for Bid of the intent to award a contract prior to the award of the contract.

UNION COUNTY CODE OF CONDUCT FOR CONTRACTS
SUPPORTED BY FEDERAL GRANT FUNDS

AGENDA ITEM
5 | 86
MEETING DATE 3- | -10

I. PURPOSE

The purpose of this Code is to set forth the standards of conduct that shall govern the selection process, the award, and the administration of contracts supported by federal grant funds, including those in which federal grant funds are passed through to the County as a grant from another agency (i.e. State agency), as well as to set forth standards of conduct that are specific to Union County's Community Development Block Grant Program. This Code shall be in addition to those applicable standards of conduct related to procurement found in State law, the Union County Personnel Resolution, the Union County Procurement Policy, and any other local law or policy. To the extent that any of these additional standards and requirements conflict with those set forth in this Code, the most restrictive standard/requirement shall control.

II. STANDARDS

- (1) No employee, officer or agent of Union County shall participate in selection, or in the award or administration of a contract supported by Federal grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
- (1) the employee, officer or agent,
 - (2) any member of his/her immediate family,
 - (3) his/her partner, or
 - (4) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Notwithstanding the foregoing, if the financial interest is insubstantial, then the minimum rules set by N.C. Gen. Stat. § 14-234 shall constitute the applicable rules for conflicts of interest.

- (2) Employees, officers, and agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements of projects supported by Federal grant funds.

As provided in N.C. Gen. Stat. § 133-32, this Section II(2) is not intended to prevent the following: (i) the receipt of an unsolicited gift of nominal intrinsic value a public servant would be permitted to accept under N.C. Gen. Stat. § 138A-32, (ii) the receipt of unsolicited honorariums of nominal intrinsic value for participating in meetings, (iii) the receipt of unsolicited advertising items or souvenirs of nominal value, (iv) the receipt of unsolicited meals furnished at banquets if such meals are of nominal intrinsic value, (v) a donation by a contractor, subcontractor, or supplier to a professional organization to defray meeting expenses where governmental employees are members of such

UNION COUNTY CODE OF CONDUCT FOR CONTRACTS **SUPPORTED BY FEDERAL GRANT FUNDS**

professional organizations, and (vi) the participation by governmental employees who are members of professional organizations in all scheduled meeting functions available to all members of the professional organization attending the meeting.

III. PENALTIES, SANCTIONS, OR OTHER DISCIPLINARY ACTIONS FOR VIOLATIONS OF THE STANDARDS SET FORTH IN SECTION II

To the extent permitted by applicable law, a County officer, employee, agent, contractor, or an agent of a contractor who violates one of the standards set forth in Section II of this Code of Conduct shall be subject to penalties, sanctions, or other disciplinary actions.

IV. ADDITIONAL REQUIREMENTS SPECIFIC TO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- (1) None of the following or their immediate family members, during the tenure of the subject person or for one year thereafter, shall have any direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with Union County's Community Development Block Grant Program: employees or agents of Union County who exercise any function or responsibility with respect to Union County's Community Development Block Grant Program, and Union County officials, including members of the Union County Board of Commissioners. This same prohibition shall be incorporated in all contracts or subcontracts for work to be performed in connection with Union County's Community Development Block Grant Program.
- (2) If a procurement under Union County's Community Development Block Grant Program is not for supplies, equipment, construction, or services (for example, the acquisition or disposition of real property or the provision of assistance with Community Development Block Grant funds), then the following conflict of interest standard shall also apply:
 - a. Except for eligible administrative or personnel costs or except as otherwise approved by the State of North Carolina or the United States Department of Housing and Urban Development in accordance with 24 CFR § 570.489(h), no "CDBG covered persons," as that term is defined below, who exercise or have exercised any functions or responsibilities with respect to Union County's Community Development Block Grant activities or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

UNION COUNTY CODE OF CONDUCT FOR CONTRACTS
SUPPORTED BY FEDERAL GRANT FUNDS

- b. For purposes of this subsection (2), “CDBG covered persons” shall include any person who is a Union County employee, agent, consultant, officer, elected official, or appointed official.
- c. For purposes of this subsection (2), “family ties” means spouse, parents, children, brother, sister, grandparents, grandchildren and the step, half, and in-law relationships.
- d. For purposes of this subsection (2), “business ties” means an officer, employee, agent, or any stockholder or shareholder holding at least 10 percent ownership of any firm, contract, or subcontract which benefits from funding assistance under the grant agreement.

AMENDMENTS TO UNION COUNTY PERSONNEL RESOLUTION

1. Add the following new paragraph to the end of Article V, Section 3:

In addition, employees who work in departments receiving federal grant funds or who assist in the selection process, the award, or the administration of contracts supported by federal grant funds, must comply with Addendum #2, Union County Code of Conduct for Contracts Supported by Federal Grant Funds, attached and incorporated herein by reference. Federal grant funds include federal grant funds that are passed through to the County as a grant from another agency (i.e. State agency).

2. Add a new Addendum # 2 to the Union County Personnel Resolution to read as follows:

ADDENDUM # 2**UNION COUNTY CODE OF CONDUCT FOR CONTRACTS SUPPORTED BY
FEDERAL GRANT FUNDS****I. PURPOSE**

The purpose of this Code is to set forth the standards of conduct that shall govern the selection process, the award, and the administration of contracts supported by federal grant funds, including those in which federal grant funds are passed through to the County as a grant from another agency (i.e. State agency), as well as to set forth standards of conduct that are specific to Union County's Community Development Block Grant Program. This Code shall be in addition to those applicable standards of conduct related to procurement found in State law, the Union County Personnel Resolution, the Union County Procurement Policy, and any other local law or policy. To the extent that any of these additional standards and requirements conflict with those set forth in this Code, the most restrictive standard/requirement shall control.

II. STANDARDS

- (1) No employee, officer or agent of Union County shall participate in selection, or in the award or administration of a contract supported by Federal grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (1) the employee, officer or agent,
 - (2) any member of his/her immediate family,
 - (3) his/her partner, or
 - (4) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

Notwithstanding the foregoing, if the financial interest is insubstantial, then the minimum rules set by N.C. Gen. Stat. § 14-234 shall constitute the applicable rules for conflicts of interest.

- (2) Employees, officers, and agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements of projects supported by Federal grant funds. As provided in N.C. Gen. Stat. § 133-32, this Section II(2) is not intended to prevent the following: (i) the receipt of an unsolicited gift of nominal intrinsic value a public servant would be permitted to accept under N.C. Gen. Stat. § 138A-32, (ii) the receipt of unsolicited honorariums of nominal intrinsic value for participating in meetings, (iii) the receipt of unsolicited advertising items or souvenirs of nominal value, (iv) the receipt of unsolicited meals furnished at banquets if such meals are of nominal intrinsic value, (v) a donation by a contractor, subcontractor, or supplier to a professional organization to defray meeting expenses where governmental employees are members of such professional organizations, and (vi) the participation by governmental employees who are members of professional organizations in all scheduled meeting functions available to all members of the professional organization attending the meeting.

III. PENALTIES, SANCTIONS, OR OTHER DISCIPLINARY ACTIONS FOR VIOLATIONS OF THE STANDARDS SET FORTH IN SECTION II

To the extent permitted by applicable law, a County officer, employee, agent, contractor, or an agent of a contractor who violates one of the standards set forth in Section II of this Code of Conduct shall be subject to penalties, sanctions, or other disciplinary actions.

IV. ADDITIONAL REQUIREMENTS SPECIFIC TO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- (1) None of the following or their immediate family members, during the tenure of the subject person or for one year thereafter, shall have any direct or indirect financial interest in any contract, subcontract or the proceeds thereof for work to be performed in connection with Union County's Community Development Block Grant Program: employees or agents of Union County who exercise any function or responsibility with respect to Union County's Community Development Block Grant Program, and Union County officials, including members of the Union County Board of Commissioners. This same prohibition shall be incorporated in all contracts or subcontracts for work to be performed in connection with Union County's Community Development Block Grant Program.
- (2) If a procurement under Union County's Community Development Block Grant Program is not for supplies, equipment, construction, or services (for example, the acquisition or disposition of real property or the provision of assistance with

Community Development Block Grant funds), then the following conflict of interest standard shall also apply:

- a. Except for eligible administrative or personnel costs or except as otherwise approved by the State of North Carolina or the United States Department of Housing and Urban Development in accordance with 24 CFR § 570.489(h), no “CDBG covered persons,” as that term is defined below, who exercise or have exercised any functions or responsibilities with respect to Union County’s Community Development Block Grant activities or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- b. For purposes of this subsection (2), “CDBG covered persons” shall include any person who is a Union County employee, agent, consultant, officer, elected official, or appointed official.
- c. For purposes of this subsection (2), “family ties” means spouse, parents, children, brother, sister, grandparents, grandchildren and the step, half, and in-law relationships.
- d. For purposes of this subsection (2), “business ties” means an officer, employee, agent, or any stockholder or shareholder holding at least 10 percent ownership of any firm, contract, or subcontract which benefits from funding assistance under the grant agreement.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: March 1, 2010

Action Agenda Item No. 519

(Central Admin. use only)

SUBJECT: 800 MHz Radio Subscriber Units

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Subscriber Units Funding Model

INFORMATION CONTACT:
Kai Nelson

CPO # 133

TELEPHONE NUMBERS:
704.292.2522

DEPARTMENT'S RECOMMENDED ACTION: Adopt Capital Project Ordinance Amendment Number 133

BACKGROUND: On October 29, 2009, the BOCC authorized the reimbursement of subscriber unit costs as reflected in the attached funding model from the proceeds of a tax-exempt financing and authorized County Manager, subject to Legal approval, to approve an installment financing agreement for the purchase of the subscriber units as reflected in the funding model.

The subscriber financing model provides for County and Assistance Firefighters Grant funding for County agencies and volunteer fire departments with the municipalities funding subscriber units for municipal law enforcement and municipal fire departments.

Based on the attached funding model provided to the BOCC at the October 29, 2010, the estimated County cost is \$1,475,143 representing annual payments of \$336,025. County Communications is prepared to order the approximately 458 subscriber units. The County will use its funds to pay the vendor for the units and then reimburse itself from the proceeds of an installment financing anticipated to close in the 4th quarter of FY2010.

The attached budget ordinance amendment incorporates the actions taken by the BOCC at their October 29, 2009, meeting.

FINANCIAL IMPACT: Funds for the annual lease purchase payments estimated at \$336,025 are included in the current budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Agency	Base			Mobiles			Portables			County	AFG	Other agency	
	Requirement	Cost	Requirement	From UASI	Balance of Requirement	Cost	Requirement	From UASI	Balance of Requirement				Cost
Waxhaw Police	1	\$5,027	18	1	17	\$61,455	18	4	14	\$42,644		\$109,126	
Marshville Police	1	\$5,027	9	1	8	\$28,920	9	2	7	\$21,322		\$55,269	
Wingate Police	0	\$0	8	1	7	\$25,305	8	2	6	\$18,276		\$43,581	
Stallings Police	1	\$5,027	22	1	21	\$75,915	22	4	18	\$54,828		\$135,770	
Monroe Police	0	\$0	100	8	92	\$332,580	100	20	80	\$243,680		\$576,260	
Sheriff's Office	2	\$10,054	192	17	175	\$632,625	254	102	152	\$462,992	\$1,105,671		
Monroe Fire	5	\$25,135	27	1	26	\$93,990	60	12	48	\$146,208		\$265,333	
VFDs	25	\$125,675	159	18	141	\$509,715	252	0	255	\$776,730	\$446,588	\$965,532	
EMS	2	\$10,054	22	1	21	\$75,915	35	7	28	\$85,288		\$171,257	
EM/Fire Marshal	0	\$0	10	1	9	\$32,535	15	3	12	\$36,552	\$69,087		
Communications	0	\$0	1	1	-	\$0	1	1	-	\$0	\$0		
Forestry Service	0	\$0	2	1	1	\$3,615	2	1	1	\$3,046	\$6,661		
Accessory Cost										\$98,795	\$98,795		
Total radios needed	37	\$185,999	570	52	518	\$1,872,570	776	158	621	\$1,990,361	\$1,726,802	\$965,532	\$1,356,586
										CIP reserves			
										Net County L/P			
										Payments			
										FY2010 Budget			
Cost of Mobile		\$3,615											
Cost of Portable		\$3,046											
Cost of Base		\$5,027											

158 Portables (89 - DHS, 24 - UASI, 45-UASI (2nd purchase)
52 Mobiles (33 - DHS, 19 - UASI)

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET General Capital Project Ordinance Fund
 FISCAL YEAR FY 2009-2010

REQUESTED BY Kai Nelson
 DATE March 1, 2010

PROJECT SOURCES

PROJECT USES

Source Description and Code	Project To Date	Requested Amendment	Revised Project	Project Description and Code	Project To Date	Requested Amendment	Revised Project
Installment Financing	10,352,010	513,133	10,865,143	Radio Project	10,352,010	919,499	11,271,509
Invest Income	-	6,426	6,426			-	-
IFT from General Fund	-	399,940	399,940				
	-	-	-				
	<u>10,352,010</u>	<u>919,499</u>	<u>11,271,509</u>		<u>10,352,010</u>	<u>919,499</u>	<u>11,271,509</u>

EXPLANATION: Appropriate installment financing proceeds and Capital Reserves for the radio project.

DATE: _____

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

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

PROJECT USES

Source Description and Code	Project To Date	Requested Amendment	Revised Project	Project Description and Code	Project To Date	Requested Amendment	Revised Project
Installment Financing 40443200-4730-PR039	10,352,010	(962,010)	9,390,000	Radio Project-Other Equip 40543200-5550-PR039	9,390,000	279,079	9,669,079
Investment Earnings 40443200-4810-PR039	-	6,426	6,426	Radio Project-Land 40543200-5570-PR039	126,501	-	126,501
IFT from General Fund 40498000-4010	-	399,940	399,940	Tools & Supplies 40543200-5290-PR039	-	218	218
Installment Financing 40443200-4730-PR047	-	1,475,143	1,475,143	Travel 40543200-5311-PR039	-	568	568
				Radio Project-Contingency 40543200-5920-PR039	835,509	(835,509)	-
				Radio Project-New Proj # 40543200-5550-PR047	-	1,475,143	1,475,143
	<u>10,352,010</u>	<u>919,499</u>	<u>11,271,509</u>		<u>10,352,010</u>	<u>919,499</u>	<u>11,271,509</u>

Prepared By JLL
 Posted By _____
 Date _____

Number CPO - 133