

AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
October 4, 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 – 6:15 p.m.

1. **Opening of Meeting**
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Featured Community Benefit Organization: Union County Habitat for Humanity
(*Estimated Time: 5 Minutes)

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

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

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

5. **Public Information Officer's Comments** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: No action required

Old Business:

6. **Additional Funding for Jesse Helms Park Entrance Bridge** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Adopt CPO #137 and authorize the County Manager to approve required contract amendments/adjustments after legal review.

7. **Amendment to Incentive Grant Contracts** (*Estimated Time: 10 Minutes)
 - a. Safron USA, Inc. (Turbomeca)
 - b. ATI Allvac**ACTION REQUESTED:** Authorize the County Manager to approve the contract amendments pending legal approval

8. **One Time Compensation Pay** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Give direction to staff

9. **CMC-Union: Request for Approval of Capital Expenditures Over \$500,000 in Accordance with the Lease Agreement**
- a. Automated Dispensing Machine Initiative
 - b. Wound Care Center
- ACTION REQUESTED:** Approval of the capital expenditure requests

New Business:

10. **Announcement of Vacancies on Boards and Committees** (*Estimated Time: 10 Minutes)
- a. Adult Care Home Advisory Committee (at least 6 Vacancies)
 - b. Agricultural Advisory Board (1 Vacancy Expiring June 2010)
 - c. Juvenile Crime Prevention Council:
 - 1. Substance Abuse Professional
 - 2. Two Members under the Age of 18
 - 3. One Member of Business Community
 - 4. One Member Representing United Way or Other Non-Profit
 - 5. One Commissioner Appointee
 - d. Nursing Home Advisory Committee (at least 4 vacancies)
 - e. Parks and Recreation Advisory Committee (1 vacancy for a member with a physical disability)
 - f. Planning Board (Four vacancies as follows: One unexpired term for regular member ending 4/20/2011; Two unexpired terms for regular members ending 4/20/2012; and one unexpired term for regular member ending 4/20/2013)
- ACTION REQUESTED:** Announce Vacancies
11. **Interim County Manager's Comments**
12. **Commissioners' Comments**

CONSENT AGENDA
October 4, 2010

1. **Contracts and Purchase Orders Over \$20,000**
 - a. Tax Administration: Datamax Interstate Credit Collections
 - b. Health Department: Favorite Healthcare Staffing – Medical Staffing for Inmate Health (\$40,000 designated for staffing as needed)
 - c. DSS: Turning Point for Domestic Abuse Program Services (\$33,060)
 - d. Information Systems: TW Telecom Service Order for Internet Service (\$75,600)

ACTION REQUESTED: Authorize the County Manager to approve Items a - d, pending legal review
2. **Minutes**

ACTION REQUESTED: Approval of Minutes
3. **FY 2010 Surplus Property Sale**

ACTION REQUESTED: Adoption of Resolution Requesting Surplus Property Sale
4. **Retro-Commission Services Project Proposal Award**

ACTION REQUESTED: 1) Accept the proposals; 2) award the project to MBP Carolinas, Inc. in the amount of \$90,500, and 3) authorize the County Manager to approve the purchase order to MBP Carolinas, Inc.
5. **Lighting Upgrade for Parkwood and Sun Valley Middle Schools**

ACTION REQUESTED: 1) Accept the bids; 2) award bid to lowest responsive, responsible bidder Hinson Electric, Inc. in the amount of \$138,837 and 3) authorize the County Manager to approve purchase order to Hinson Electric, Inc.
6. **DJJDP State Grant Funding for FY 2010-2011**

ACTION REQUESTED: Adopt Budget Ordinance Amendment #6 and approve revised DJJDP County Funding Plan for FY 2010-2011
7. **Tax Administrator**
 - a. Departmental Monthly Report for September 2010
 - b. Untimely Disabled Veteran/Elderly/Exempt Applications
 1. Disabled Veteran Exclusion: Frank E. Dully, Jr. and Rebecca A.
 2. Elderly Exclusion: Janice Faye Helms
 3. Exempt: Greater Grace Community Missionary Baptist Church
 - c. Fourth Motor Vehicle Billing in the Amount of \$1,133,137.46

ACTION REQUESTED: Approval of Items a-c
8. **Amendment to the 2010-2011 Union County Pay and Classification Plan**

ACTION REQUESTED: Approval to amend the 2010-2011 Union County Pay and Classification Plan by adding a new classification: Temporary Part-Time Quality Assurance Technician, Pay Grade 58

9. **Request to Remove Member from Roster of Adult Care Home Community Advisory Committee Due to Resignation**
ACTION REQUESTED: Approve removal of member as requested by Centralina Council of Governments
10. **Budget Transfer Report for July and August 2010**
ACTION REQUESTED: Approve report
11. **Bid Award for Self-Help Waterline Extensions (Wellington Woods II & III, Lake Providence East and Greylyn)**
ACTION REQUESTED: 1) Accept bids; 2) award bid to the lowest responsive, responsible bidder, 3) authorize the County Manager to approve the contract documents, pending legal review, and 4) approve CPO #138
12. **Catawba River WWTP Reservoir Expansion**
ACTION REQUESTED: 1) Accept the Mitigation Plan as presented in the agenda package, 2) authorize the immediate purchase of mitigation credits from each of the Mitigation Banks, and 3) authorize the County Manager to approve Task Order No. 3 upon legal review.
13. **Catawba River WWTP Reservoir Expansion and Process Modification**
ACTION REQUESTED: Allow the County Manager to approve Task Order No. 2A upon legal review
14. **Library Board of Trustees Bylaws**
ACTION REQUESTED: Approve the Bylaws as recommended by the Library Advisory Board



OFFICE OF THE COMMISSIONERS AND MANAGER

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

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, October 4, 2010, at 6:15 p.m. in the Commissioners' Conference Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina, for the purpose of going into closed session: 1) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee pursuant to G.S. § 143-318.11(a)(6); and 2) to prevent the disclosure of information that is privileged or confidential pursuant to G.S. 143-318.10(e), in accordance with G.S. 143-318.11(a)(1).

Kim Rogers, Chairman
Union County Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 4, 2010

Action Agenda Item No. 6
(Central Admin. use only)

SUBJECT: Additional Funding for Jesse Helms Park Entrance Bridge

DEPARTMENT: Parks and Recreation **PUBLIC HEARING:** No

ATTACHMENT(S):
Consolidated Memo from Finance and
Parks and Rec dated 9/22/2010 and
related attachments

INFORMATION CONTACT:
Bill Whitley, Interim Director

TELEPHONE NUMBERS:
704-843-3919

DEPARTMENT'S RECOMMENDED ACTION: That the Board of County Commissioners approve CPO #137 allocating an additional \$16,292 from unallocated funds in the Capital Projects Fund for the Jesse Helms Park Entrance Bridge construction project. These funds would be used to (1) Fund additional costs to upgrade the size of the rip rap rock at the footings (\$895.83), (2) Fund additional costs for the realignment of the proposed pedestrian walkway to the passive area (\$2,500), and (3) Funding of the engineer's service request for \$19,900 for observation/testing required for the bridge retaining walls and additional engineer services outside their scope of services. Total request for additional funds equals \$ 23,295.83. Upon approval, staff requests that the County Manager be authorized to execute required contract amendments/adjustments after legal review.

BACKGROUND:

During the the September 20, 2010 BOCC regularly scheduled meeting, the request for additional funding was discussed and the BOCC asked for additional information prior to approving the additional funding. The attached consolidated memorandum from the Finance Department and Parks and Recreation Department provides an in-depth overview the information requested and support for the requested additional funding.

Change Order #1 (rip rap rock) and Change Order #2 (realignment of the pedestrian walkway) will better the end project at a total cost of \$ 3,395.83. As previously explained these items are needed changes that will better the end-product and are being completed at a fair and reasonable cost. These monies are being sought by the contractor, Blythe Construction.

The additional costs for CM&E services are beyond the original scope of the contracted services and are considered fair and reasonable. Since CM&E was not the original engineer for the

project, they have been involved in several areas requiring corrections to the project that could not have been known when entering their contract for services with the County. These additional services include, but are not limited to, additional bidding processes, additional reviews of plans to include the required bioretention area which was an add-on, additional meetings with the previous engineer's staff to correct problem areas, extensive on-site meetings/inspections, and numerous communications with various permitting agencies and their required paperwork. The requested amount to help cover CM&E's projected loss for additional engineering services is \$5,700, which is only a portion of their actual estimated losses in additional services that have or will have been provided by the end of this project.

The request for \$14,200 is reimbursement for the on-sight inspector for testing soil compaction for the retaining wall. According to the specifications, this is required and is the owner's responsibility for the inspection, and therefore outside the scope of services of the contracted engineer. This testing is currently being completed by an independent source.

FINANCIAL IMPACT: The Parks and Recreation Budget for Jesse Helms Park does not have funds within the operational or capital budget to cover this request for additional funds. I would request that the BOCC authorize appropriate funding sources to cover this request (for an additional \$16,292).

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



UNION COUNTY FINANCE DEPARTMENT

500 N. Main St., Ste. 901
Monroe, NC 28112
(704) 283-3813

TO: Wes Baker
Interim County Manager

FROM: David Cannon
Finance Director

DATE: September 21, 2010

SUBJECT: Jesse Helms Park Entrance Bridge

At the September 20, 2010 Commission Meeting, the Board asked for a complete accounting of the Jesse Helms Park Entrance Bridge. Attached is a spreadsheet documenting the appropriations, amount expended, amount encumbered by contractor and the balance remaining on the project. I will provide a narrative of each of these categories.

Appropriations

The Board approved the original budget for the project in the amount of \$449,200¹. This amount was based on the estimate provided in the 2006 CIP of \$499,200. The amount included in the 2006 CIP was based on projected costs and there was no documentation or justification for the amount.

In February 2010, the Board authorized an additional \$180,728. The funding for the additional appropriation came from decreasing the budget for the Campground Welcome Store by \$110,228 and the remaining amount came from unallocated funds. This was approved by CPO #131².

Expenditures

To date the project has expended \$351,193.57³. This amount is divided between Stewart Engineering (\$78,635), CME (\$19,183.57), Blythe Development (\$248,350), City of Monroe (\$625), and National Flood Insurance (\$4,400). The current unexpended amount remaining on the project is \$278,734.43³

Encumbrances

Encumbrances for capital projects are established through the contract. The Jesse Helms Bridge has three open contracts to complete the project. The remaining amount on the contracts are Stewart Engineering (\$20,784.67) to complete the flood plain mapping; Blythe Development (\$234,648.25) for the remainder of the construction; and CME (\$16,294.83) for the bidding and construction oversight portion of the engineering work.

The additional work for Stewart Engineering (\$20,784.67) was available within the project budget and is required to be completed as part of the project. While it appears this may be an additional cost to the project, the mapping is necessary and was included in the original scope of work for Stewart Engineering. The funds for this portion of the project came from the original Stewart Engineering contract/purchase order.

The total of the open contracts to complete the project is \$271,727.75³. This leave \$7,006.68³ in remaining available appropriations.

Change Orders

While there appears to have been many challenges with this project, with the change in the engineer, the additional appropriation to cover the construction bid, and the purchase order to Stewart Engineering to provide the flood plain map, it does not appear any additional work has been authorized to this point. All the work that has been completed to date was part of the original scope of the project.

However, at this time, in order to complete the project, we must request approval of two change orders for four separate purposes. The cost of the change orders will total \$23,295.83⁴. The two change orders are to Blythe Development for Rip Rap (\$895.83) and to relocate the pedestrian walkway (\$2,500); and to CME for engineering review (\$5,700) and inspection testing (\$14,200). The project currently has \$7,006.68 of available appropriations so the amount of additional funding requested is \$16,292. Based on \$23,295.83 of change orders, this is 3.6% of the project cost.

It should be noted that there was no contingency built into any of the contracts. That is highly unusual when dealing with unforeseen conditions of construction, especially when constructing a project out of the ground.

Funding Options

At this time we will go back to the engineer and inquire about any changes that could be made to keep the project at the current budget. We should review all outstanding work to be completed to determine if any cost savings are available.

If there are no changes that can be made at this time without affecting the final finished product, there would be two options available for funding. We could move funds from 1) other projects in the CIP or 2) use unallocated funds. At this time, the amount of unallocated funds in the Capital Projects Fund is \$4,367,882.

The Finance Department originally recommended transferring appropriations from the North and West District Parks, due to lack of activity on the projects and the amount of funding remaining in the projects would be insufficient to make significant progress on those parks. The remaining available appropriation in each of those projects is \$12,500. We understand the Board's desire to leave the North and West District Parks in the CIP and have funding available if needed.

Jesse Helms Park Entrance Bridge

		Appropriations	Expenditures	Unexpended Balance	Encumbrances		
12/21/2007	Initial Appropriation-Based on 2006 CIP	\$ 449,200.00 ¹		\$ 449,200.00			
1/31/2008	Contract Encumbrance-Stewart Engineering				\$ 109,268.50		
5/28/2008	Stewart Engineering		\$ 11,900.00	\$ 437,300.00	\$ 97,368.50		
6/4/2008	Stewart Engineering		\$ 14,650.00	\$ 422,650.00	\$ 82,718.50		
6/25/2008	Stewart Engineering		\$ 10,250.00	\$ 412,400.00	\$ 72,468.50		
6/30/2008	Chargeback		\$ 5,800.00	\$ 406,600.00	\$ 66,668.50		
9/24/2008	Stewart Engineering-Passive Area		\$ 23,716.00	\$ 382,884.00	\$ 42,952.50		
9/24/2008	Stewart Engineering-Crossing Phase		\$ 6,125.00	\$ 376,759.00	\$ 36,827.50		
10/22/2008	Stewart Engineering		\$ 1,980.00	\$ 374,779.00	\$ 34,847.50		
2/18/2009	CME		\$ 2,778.40	\$ 372,000.60			
5/18/2009	Terminated Stewart Contract/Hire CME to Oversee Bidding/Construction						
6/3/2009	Stewart Engineering		\$ 4,214.00	\$ 367,786.60	\$ 30,633.50		
6/10/2009	City of Monroe		\$ 600.00	\$ 367,186.60			
6/11/2009	National Flood Insurance		\$ 4,400.00	\$ 362,786.60			
7/1/2009	PO-CME					\$ 32,700.00	
7/1/2009	PO- Blythe Development						\$ 482,998.25
10/28/2009	City of Monroe		\$ 25.00	\$ 362,761.60			
2/15/2010	Reallocate Funding from Campground Welcome Store - CPO #131 Increase Appropriations Based on Bids	\$ 180,728.00 ²		\$ 543,489.60			
5/27/2010	CME		\$ 4,201.81	\$ 539,287.79		\$ 28,498.19	
6/30/2010	Close PO Stewart Engineering				\$ (30,633.50)		
6/30/2010	CME		\$ 3,297.27	\$ 535,990.52		\$ 25,200.92	
6/30/2010	CME		\$ 4,148.28	\$ 531,842.24		\$ 21,052.64	
6/30/2010	CME		\$ 4,757.81	\$ 527,084.43		\$ 16,294.83	
6/30/2010	Blythe Development		\$ 19,452.50	\$ 507,631.93			\$ 463,545.75
6/30/2010	Blythe Development		\$ 20,227.00	\$ 487,404.93			\$ 443,318.75
9/1/2010	Blythe Development		\$ 208,670.50	\$ 278,734.43 ³			\$ 234,648.25
9/16/2010	PO-Stewart Engineering-Provide Flood Plain Map				\$ 20,784.67		
		\$ 629,928.00	\$ 351,193.57 ³		\$ 20,784.67	\$ 16,294.83	\$ 234,648.25
			Total Remaining Encumbrances			\$ 271,727.75 ³	
			Total Remaining Available Appropriations			\$ 7,006.68 ³	
With Proposed Changes							
9/20/2010	Additional Appropriation Request	\$ 16,292.00		\$ 295,026.43			
9/20/2010	Change Order #1 - Rip Rap						\$ 895.83
9/20/2010	Change Order #1 - Pedestrian Walkway						\$ 2,500.00
9/20/2010	Change Order #2- Engineering				\$ 5,700.00		
9/20/2010	Change Order #2- Inspection Testing				\$ 14,200.00		
					\$ 19,900.00		\$ 3,395.83
			Total Amount of Change Orders to Complete Project		\$ 23,295.83 ⁴		
		\$ 646,220.00	\$ 351,193.57		\$ 20,784.67	\$ 36,194.83	\$ 238,044.08
			Total Remaining Encumbrances			\$ 295,023.58	
			Total Remaining Available Appropriations			\$ 2.85	

MUNIS FINANCIAL MANAGEMENT SOLUTIONS

WELCOME TO THE NEIGHBORHOOD



09/21/2010 14:14
dcannon

MUNIS - LIVE
G/L ACCOUNT DETAIL

PG 1
glactinq

Org: 40461374 Object: 4010 Project: PR041
IFT FROM GENERAL FUND 40 -80-4-613-74-4010 -PR041

YEAR	PER	JOURNAL	EFF	DATE	SRC	T	PO/REF2	REFERENCE	AMOUNT	P	CHECK	NO	WARRANT	VDR	NAME/ITEM	DESC	COMMENTS	
2010	09	000197	03/01/2010	BUA	5			CPO	-180,728.00								ADJ CPO JHP BRIDGE/WELCOM	
2010	08	000531	02/15/2010	GEN	1			REALLOCATE	-130,728.04								REV FROM JHP BRIDGE/CAMPG	
2008	06	000684	12/21/2007	BUC	5			CPO	-449,200.00								FOR JESSE HELMS PARK BRID	
2008	04	001176	10/31/2007	GEN	1			RECODE	-499,200.00								RECODE IFT TO CORRECT PRO	
Total Amount:									-1,259,856.04									

** END OF REPORT - Generated by Dept413: David Cannon **

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

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 USES

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

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 USES

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

FOR 2011 12

JOURNAL DETAIL 2007 1 TO 2011 3

		ORIGINAL APPROP	TRANFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40 GENERAL CPO FUND								
4 REVENUE								
PR041 JHP BRIDGE (CO\$)								
40461374	4010 PR041 IFT FR 10	-449,200	0	-629,928	-629,928.04	.00	.04	100.0%
	2008/04/001176 10/31/2007 GEN	-499,200.00	REF 391					
	2010/08/000531 02/15/2010 GEN	-130,728.04	REF 793					
	TOTAL JHP BRIDGE (CO\$)	-449,200	0	-629,928	-629,928.04	.00	.04	100.0%
5 EXPENDITURES								
PR041 JHP BRIDGE (CO\$)								
40561374	5570 PR041 LAND & IMP	449,200	0	629,928	351,193.57	271,727.75	7,006.68	98.9%
	2008/11/000917 05/28/2008 API	11,900.00	VND 042023 IN 0022036		STEWART ENGINEERING	JHP PHASE BRIDGE C		370775
	2008/12/000175 06/04/2008 API	14,650.00	VND 042023 IN 0021847		STEWART ENGINEERING	JHP BRIDGE		371152
	2008/12/000840 06/25/2008 API	10,250.00	VND 042023 IN 0022571		STEWART ENGINEERING	JHP BRIDGE/PASSIVE		372234
	2008/12/001679 06/30/2008 GEN	5,800.00	REF 1539		CHGBK FY08 INVOICESPD	08/21/08		
	2009/03/000738 09/24/2008 API	6,125.00	VND 042023 IN 0023521		STEWART ENGINEERING	JHP BRIDGE CROSSIN		376222
	2009/03/000738 09/24/2008 API	23,716.00	VND 042023 IN 23004		STEWART ENGINEERING	JHP BRIDGE/PASSIVE		376222
	2009/04/000751 10/22/2008 API	1,980.00	VND 042023 IN 0023970		STEWART ENGINEERING	JHP BRIDGE/PASSIVE		377465
	2009/08/000547 02/18/2009 API	2,778.40	VND 046124 IN 08-09-001		CAPITAL MANAGEMENT &	RIGHT OF WAY/PARK		382632
	2009/12/000113 06/03/2009 API	4,214.00	VND 042023 IN 25628		STEWART ENGINEERING	JHP BRIDGE/PASSIVE		387278
	2009/12/000253 06/10/2009 API	600.00	VND 000103 DOC23504	CITY OF MONROE	PERMIT FOR	JHP BRIDGE		
	2009/12/000262 06/11/2009 API	600.00	VND 000103 IN 09-0605		CITY OF MONROE	STORMWATER PERMIT/		387458
	2009/12/000269 06/11/2009 API	4,400.00	VND 047286 IN 090605		NATIONAL FLOOD INS	CLOMR REVIEW JHPAR		387592
	2009/12/000424 06/16/2009 APM	-600.00	VND 000103 DOC23504	CITY OF MONROE	PERMIT FOR	JHP BRIDGE	0	
	2010/04/000848 10/28/2009 API	25.00	VND 000103 IN 102309		CITY OF MONROE	JHP BRIDGE		395436
	2010/11/000657 05/27/2010 API	4,201.81	VND 046124 IN 08-10-001		CAPITAL MANAGEMENT &	JESSE HELMS PARK P		402077
	2010/12/000871 06/30/2010 API	3,297.27	VND 046124 IN 08-10-004		CAPITAL MANAGEMENT &	JESSE HELMS PARK P		12983
	2010/12/000871 06/30/2010 API	4,148.28	VND 046124 IN 08-10-006		CAPITAL MANAGEMENT &	JESSE HELMS PARK P		12983
	2010/12/000871 06/30/2010 API	4,757.81	VND 046124 IN 08-10-007		CAPITAL MANAGEMENT &	JESSE HELMS PARK P		12983
	2010/12/000935 06/30/2010 API	19,452.50	VND 041161 IN 1		BLYTHE DEVELOPMENT	JHP BRIDGE		403304
	2010/12/001245 06/30/2010 API	20,227.00	VND 041161 IN 2		BLYTHE DEVELOPMENT	JHP BRIDGE		13366
	2011/03/000091 09/01/2010 API	208,670.50	VND 041161 IN 3		BLYTHE DEVELOPMENT	JHP BRIDGE		13953

FOR 2011 12

JOURNAL DETAIL 2007 1 TO 2011 3

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
40561374 5580 PR041 BLDG&IMPRV	449,200	0	0	.00	.00	.00	.0%
TOTAL JHP BRIDGE (CO\$)	898,400	0	629,928	351,193.57	271,727.75	7,006.68	98.9%
GRAND TOTAL	449,200	0	0	-278,734.47	271,727.75	7,006.72	100.0%

** END OF REPORT - Generated by Dept413: Beverly Liles **

REPORT OPTIONS

	Field #	Total	Page Break
Sequence 1	1	N	N
Sequence 2	3	N	N
Sequence 3	12	Y	N
Sequence 4	0	N	N

Report title:
YTD

Includes accounts exceeding 0% of budget.
Print totals only: N
Print Full or Short description: S
Print full GL account: N
Format type: 1
Double space: N
Suppress zero bal accts: Y
Include requisition amount: N
Print Revenues-Version headings: N
Print revenue as credit: Y
Print revenue budgets as zero: N
Include Fund Balance: N
Print journal detail: Y
 From Yr/Per: 2007/ 1
 To Yr/Per: 2011/ 3
Include budget entries: N
Incl encumb/liq entries: N
Sort by JE # or PO #: J
Detail format option: 1
Include additional JE comments: N
Sort/Total Budget Rollup: N
Print MY's in one year view: N
Amounts/totals exceed 999 million dollars: N

Year/Period: 2011/12
Print MTD Version: N
Incl inception to soy: Y
Roll projects to object: N
Carry forward code: 1

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: September 20, 2010

Action Agenda Item No. 5/1c
(Central Admin. use only)

SUBJECT: Additional Funding for Jesse Helms Park Entrance Bridge

DEPARTMENT: Parks and Recreation **PUBLIC HEARING:** No

ATTACHMENT(S):

CM&E Memo:JHP Change Order #1
CM&E Memo: JHP Change Order #2
CM&E Memo dated August 25, 2010

INFORMATION CONTACT:

Bill Whitley, Interim Director

TELEPHONE NUMBERS:

704-843-3919

DEPARTMENT'S RECOMMENDED ACTION: That the Board of County Commissioners approve additional funding in the amount of \$ 23,295.83 for the Jesse Helms Park Entrance Bridge construction project. These funds would be used to (1) Fund additional costs to upgrade the size of the rip rap rock at the footings (\$895.83), (2) Fund additional costs for the realignment of the proposed pedestrian walkway to the passive area (\$2,500), and (3) Funding of the engineer's service request for \$19,900 for observation/testing required for the bridge retaining walls and additional review of construction drawings. Total request for additional funds equals \$ 23,295.83. Upon approval, staff requests that the County Manager be authorized to execute required contract amendments/adjustments after legal review.

BACKGROUND:

This request falls into two major areas, namely (1) adjustment to the Blythe Development Company Contract and, (2) adjustment to the Capital Management and Engineering (CM&E) Contract.

ITEM #1: Blythe Development Company was provided with a notice to proceed on the construction of the Jesse Helms Park Entrance Bridge in May, 2010. The current contract completion date is November 15, 2010. Construction is going well with the retaining walls being constructed this week. There are two change orders that have been requested for the project. These requests include:

(a) Change Order #1: Upgrade the size of the rip rap rock from Class I to Class II which will better guard against the potential for scour at the foundation for the culvert. (Cost: \$895.83.)

(b) Change Order #2: Relocate the pedestrian walkway to better align with the design plans for the Jesse Helms Park Passive Area. (Cost: \$2,500)

Total dollars needed for the adjustment to the Blythe Construction Project contract is \$ 3,395.83. Staff would recommend funding for the change orders.

ITEM #2: On May 18, 2009 , the BOCC authorized the termination of services from the contracted engineer overseeing the Jesse Helms Park Entrance Bridge Project. With the need to keep the project moving forward, and to allow for the completion of the bridge so that the 2008 PARTF Grant project could be started on time, the services of CM&E were obtained for the bidding and construction phases of said project. CM&E have and continue to provide extensive services, exceeding the predetermined requirements to complete the bidding and construction phases of the project. An overview of the service hours expended or will be expended prior to completion of this project is broken down in the attached CM&E Memorandum. Although, approximately \$50,200 services are documented to have been required (and received) by the end of the project (above the contracted amount of \$ 32,700), CM&E is only seeking \$19,900 in additional allowances. These funds are required to assist with the on-site testing requirements of the modular retaining wall (\$14,200) and numerous reviews of Stewart Engineering's construction drawings, etc. (\$5,700) once the bioretention areas were required. Staff believes that an additional allowance of the \$19,900 is justified due to the "unknown" services required (and received), which is normally covered/provided by the original engineer (which services were terminated).

FINANCIAL IMPACT: No additional county funds are required. Funds were transferred within the Parks and Recreation capital projects appropriation. \$7,935 was available from the JHP Phase III completed project and \$8,356 was available from the North District inactive project. Total funding for the Bridge will be \$646,218.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



Capital Management & Engineering

MEMORANDUM

DATE: September 10, 2010

TO: Wes Baker – Interim County Manager
Bill Whitley – Director of Parks & Recreation

FROM: Myron George

SUBJECT: Jesse Helms Park – Phase I: Change order No. 1

During the construction of the precast arch culvert over Flag Creek, a question was raised about the size of the rip rap armoring that would be used to protect the foundations for the culvert. After evaluating the size of the structure, flow volumes and the potential for scour at the footings due to a major storm event, a recommendation was made to increase the size of the rip rap from Class I to Class II to further guard against the potential for scour at this location.

The cost differential to increase the size of the rip rap was \$7.80/ton. This will yield a total increase in cost of \$895.73. Upon approval of this change order by the Board of County Commissioners, the revised contract amount will be \$483,893.98.



MEMORANDUM

DATE: September 10, 2010

TO: Wes Baker – Interim County Manager
Bill Whitley – Director of Parks & Recreation

FROM: Myron George

SUBJECT: Jesse Helms Park – Phase I: Change order No. 2

As the arch culvert is being constructed for Phase I of the Jesse Helms Park Project, the design for Phase II (Passive Area) is underway. Based on the nearly completed design for Phase II and after evaluating pedestrian access to the Passive Area, it became evident that better means of egress could be accomplished by shifting the pedestrian path from the west side of the entrance road to the east side. This shift in the pedestrian path would result in more direct and safer access for pedestrians coming from the Agriculture Center parking lot. The realignment of the path would result in the following changes in the construction contract pay items for the Phase I Project:

- Grading = 1LS @ \$425.00
- Asphalt Removal = 53 SY @ \$5.67/sy = \$300
- Asphalt Placement = 53 SY @ \$18.40/sy = \$975
- Curb Removal & Replacement = 50 LF @ \$16/LF = \$800

The total of these items is \$2500.00 and would be a lump sum change order to the construction contract. Upon approval of this change order by the Board of County Commissioners, the revised contract amount will be \$486,393.98.

08-x-x-03-x-CON-CONT-CO MGG M to WBaker on CO #2 9.10.10

**UNION COUNTY, NORTH CAROLINA
EXTRA WORK CHANGE ORDER
JESSE HELMS PARK ENTRANCE**

Project Name: Jesse Helms Park Entrance Change Order No.: Two (2)
 Contractor: Blythe Development Co. Date: September 10, 2010
 Original Contract Amount: \$482,998.25 Project Completion Date: November 15, 2010
 Previous Change Order Amount: \$895.83 Revised Completion Date: November 15, 2010
 This Change Order: \$2,500.00 Program Management: CME
 Revised Contract Amount: \$486,394.08

THE FOLLOWING CHANGE TO THE CONTRACT DOCUMENTS FOR THE ABOVE DESCRIBED PROJECT IS HEREBY MADE:

Add pay items to provide compensation to contractor for the realignment of the proposed road. The realignment of the road will be \$2,500 paid on a Lump Sum basis based on the following:

- Grading - 1 LS @ \$425.00/LS = \$425.00
- Asphalt Removal - 53 SY @ \$5.67/SY = \$300.51
- Asphalt Replacement - 53 SY @ \$18.40/SY = \$975.20
- Curb Removal & Replacement - 50 LF @ \$16/LF = \$800.00

THE REASONS FOR THE CHANGE ARE:

The realignment of the road is based on having to install additional curb and gutter and to remove and replace more asphalt to provide better access to phase II park.

Line No.	Item No.	Description	Qty	Unit Price	Amount
	21	Realignment of Proposed Road	1 LS	\$2,500/LS	\$2,500.00
NET AMOUNT OF CHANGE-THIS CHANGE ORDER					\$2,500.00

CONTRACT TIME:

Contract time will not be changed as a result of this contract change order.

Approved Addition to the Contract By:

Contractor Date

CME Project Manager Date

Union County Date

Union County Date



BLYTHE DEVELOPMENT CO.

1415 EAST WESTINGHOUSE BOULEVARD • CHARLOTTE, NORTH CAROLINA 28273 • TEL. (704) 588-0023 • FAX (704) 588-9235

September 1, 2010

Capital Management & Engineering
 111 West Central Ave.
 Mount Holly, NC 28120

SEP 1 2010

Attn: Myron George

Re: Change from Class 1 to Class 2 Rip Rap and Road Realignment Pricing

Myron:

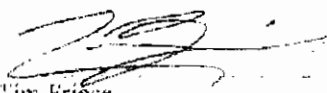
Below is a breakdown for the change in rip rap used as armoring under the culvert. per email correspondence between Myron George and Pete Gorry a unit price was established for this work. The Realignment of the proposed road is based on having to install more curb and gutter, removal of more asphalt and replacing that asphalt. Please see the attached stone tickets for reference.

If you have any questions please feel free to call.

This includes only what is separately listed below, anything else is excluded. pet stations, lighting, grills, fire pits, 4 rail wood fence w/ stone columns, entry signage, foundation walls.

<u>DESCRIPTION</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>		<u>Total</u>
Change from CL1 to CL2 Rip Rap	114.85	TN	\$ 7.80	\$	895.83 ✓
Realignment of Proposed Road	1	LS	\$ 2,500.00	\$	2,500.00
GRAND TOTAL:				\$	3,395.83

Sincerely,
 Blythe Development Co.


 Tim Friece
 Project Engineer



MEMORANDUM

DATE: August 25, 2010
TO: Wes Baker – Interim County Manager
FROM: Myron George
SUBJECT: Jesse Helms Park – Phase I Construction and Testing Budget

Following our meeting last Wednesday, we are providing the background information and support for our request of additional budget to complete the construction inspection and materials testing work on the concrete arch culvert, modular retaining wall and access road into the Jesse Helms Park.

CME's scope of work for Phase I of this project included four tasks:

- review of the project plans and specifications
- assistance with bid phase
- construction observation, and
- materials testing.

For the first task, review of project plans, we budgeted 23 hours and spent 169 hours due to the many cycles of review and correction for the plans and specifications. We also spent considerable time making sure the hydraulic model for the FEMA permit application was completed correctly. In addition, we coordinated with the local and federal resource agencies to make sure the permit was approved. The hydraulic modeling and permit coordination were not a part of our scope of work. We are not requesting additional compensation for this task.

For the second task, assistance with the bid phase services, we budgeted 6 hours to review the bid documents. We spent 114 hours on this task. The additional work was due to the many cycles of review and correction to the contract documents as well as the delay in approval of the project permits by the state agencies. This necessitated the project being prepared for bidding essentially three times instead of once as originally anticipated. We are not requesting additional compensation for this task.

For the third task, construction observation, we budgeted 381 hours and have spent 292 hours through the end of July. We estimate that it will take

approximately an additional 55 hours in excess of the 381 hours budgeted to complete the work. This is largely due to time required to address complications in the project because of varying rock levels. In addition there have been several tasks performed by CME that were not in our scope of work but that were accomplished to help meet the PARTF grant deadline and also to save other costs to the project. These included review and certification of shop drawings and specifications for alternate wall designs, alternate concrete arch designs and realignment of the baseline to accommodate better pedestrian access for Phase II of the project. We request an additional budget allowance of \$5,700 for this work.

For the fourth task, materials testing, we budgeted \$3500 for this testing. Due to the selection of the modular wall design there will be additional testing requirements that were unknown at the time the original budget was established. While this type of wall provides an overall savings to the county, more frequent testing is required to assure the structural integrity of the wall. We request an additional budget allowance of \$14,200 for this work.

To this point we have not requested additional budget for these tasks in an effort to keep the project moving so the grant provisions could be met and the County could secure the \$500,000 in grant funding; however, at this point we are making this request so we can adequately perform the work that will be required to successfully complete this Phase I of the project. We respectfully request approval of these additional budget allowances totaling \$19,900.

Jesse Helms Park Phase I (Bridge)
Charges to Complete the Project
 (16 weeks remaining after July 24, 2010)

TASK	Senior Construction Manager	Senior Construction Field Rep.	Staff Professional	Engineering Technician	TOTAL
CEI Services:					
Prepare for and attend progress meetings	32				32
Review shop drawings	4				4
On-site inspection		4			4
Punch list inspection (one)		4			4
Final inspection (one)		3			3
Address questions from contractor and county	8				8
WORKHOUR TOTALS	44	11	0	0	55
RATES PER HOUR	\$113.66	\$65.04	\$85.00	\$13.73	
TOTAL LABOR BY CLASSIFICATION	\$5,001.04	\$715.44	\$0.00	\$0.00	\$5,716.48

GRAND TOTAL	\$5,716.48
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Assumptions:
 Progress meetings - 4 hours every two weeks
 On-site inspection - 0.5 hour every two weeks
 Only 1 punch list inspection to be held
 Only 1 final inspection to be held
 Address questions from contractor and county - 1 hour per week

**Jesse Helms Park Phase I (Bridge)
 Charges to Complete the Project
 (16 weeks remaining after July 24, 2010)**

TASK	Senior Construction Manager	Senior Construction Field Rep	Staff Professional	Engineering Technician	TOTAL
Testing Services					
Pavement				16	16
Embankment at wall			32	128	160
Bearing capacity on walls			32	32	64
WORKHOUR TOTALS	0	0	64	176	240
RATES PER HOUR	\$113.66	\$65.04	\$85.00	\$43.73	
TOTAL LABOR BY CLASSIFICATION	\$0.00	\$0.00	\$5,440.00	\$7,696.48	\$13,136.48

TOTAL LABOR	\$13,136.48
Direct Expenses (ABC Testing & Travel)	\$1,100.00
GRAND TOTAL	\$14,236.48

Assumptions:

- Wall constructed in four segments
- Wall footings not constructed in rock
- Compaction tests for wall done in field by tech.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/4/10

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

SUBJECT: Amendments to Incentive Grant Contracts

DEPARTMENT: Internal Audit

PUBLIC HEARING: No

ATTACHMENT(S):
Copy of Safron USA Agreement
Copy of ATI Allvac Agreement

INFORMATION CONTACT:
Wes Baker

TELEPHONE NUMBERS:
704-283-3630

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

BACKGROUND:

a. Safron USA, Inc. (Turbomeca)

BACKGROUND: Union County and Safron USA, Inc (Turbomeca) entered into an incentive grant agreement dated April 25, 2007. Per the terms of the agreement, Safron USA, Inc was to complete construction of a new manufacturing facility within Union County with an assessed taxable value of between \$8,250,000 and \$11,000,000 as of 1/1/09. Union County's Tax Office valued the facility at \$2,851,090 as of 1/1/09 (as a partially completed facility). On 1/1/10, the Tax Office valued the facility at \$9,158,650 which did meet the agreement terms. Safron USA not only met, but exceeded the grant requirements for machinery and equipment (M&E) purchased and installed in both 2009 and 2010. Purchased M&E was to be between \$19,875,000 and \$26,500,000 at 1/1/09 and it was actually \$30,350,843. Purchased M&E at 1/1/10 was to be between \$6,375,000 and \$8,500,000 (it was actually \$10,378,045). Safron USA, Inc did meet and/or exceed its required investment amounts, however, it took an extra year to meet the facility investment requirement. County staff recommends that the first year's incentive grant payment be based upon the actual tax value of the facility at that time rather than the contract amount specified. The end result is that the incentive grant payments to Safron USA over the life of the agreement will change from \$862,987 to \$811,025 (due to the delay in finishing the facility and the fact that the total taxable value of the facility fell below the \$11,000,000 figure). The tax revenue over the same period will change from \$1,325,929 to \$1,444,720 due in large part to the tax rate being higher now than when the grant agreement was approved, as well as the increase in machinery and equipment purchases.

b. ATI Allvac

BACKGROUND: Union County and ATI Allvac (Allvac) entered into an incentive grant agreement dated June 18, 2007. The agreement required Allvac to make the following investment improvements in its facility:

- An investment with a tax value as of 1/1/08 of between \$14,367,750 and \$19,157,000;
- An investment with a tax value as of 1/1/09 of between \$10,962,000 and \$14,616,000; and
- An investment with a tax value as of 1/1/10 of between \$186,000 and \$248,000.

According to the Union County Tax Office, there was no taxable increase in the value of the building on 1/1/08. Improvements added to the facility as of 1/1/09 were valued at \$3,469,200 (improvements partially complete). Improvements were completed by 1/1/10 with an additional taxable investment of \$10,893,680. Therefore, total grant improvements to the facility over the contract period were to have been between \$25,515,750 and 34,021,000 (taxable value). Total taxable value over the contract period for facility improvements was actually \$14,362,880.

Machinery and Equipment (M&E) purchase requirements over the contract were to have been:

- Between \$28,196,250 and \$37,595,000 as of 1/1/08 (was actually \$46,347,421);
- Between \$47,822,250 and \$63,763,000 as of 1/1/09 (was actually \$68,621,230);
- Between \$37,767,000 and \$50,356,000 as of 1/1/10 (was actually \$61,157,338; and
- Between \$3,206,250 and \$4,275,000 as of 1/1/11 (to be invested this year).

The end result is that the incentive grant payments over the length of the agreement will change from \$2,183,353 to \$1,905,172 (because of the reduced taxable value of the facility). Tax revenue to the County over the same time would increase from \$3,102,994 to \$4,678,613, the result of a higher tax rate and an increase in investment in machinery and equipment.

FINANCIAL IMPACT: Incentive grant payments for Safron USA, Inc (Turbomeca) would decrease by \$51,962, while tax revenues would increase by \$118,791. Incentive grant payments for Allvac would decrease by \$278,181, while tax revenues would increase by \$1,575,619.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

The town...

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

1642

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

Party/Vendor Name: Safran USA, Inc.
 Party/Vendor Contact Person: Marvin L. Rogers, McGuireWoods, LLP Contact Phone: 704-373-8844
 Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
 Address: 2900 BOA Corp. Ctr., 100 N. Tryon St. City: Charlotte State: NC Zip: 28202
 Department: Partnership for Progress Amount: \$862,987.00
 Purpose: Incentive Grant
 Budget Code(s) (put comma between multiple codes): 10549200 - 5099

Amounts expended pursuant to this Agreement will be less than \$300,000. [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 _____ Date: _____

Approved by Board 4/20/07 **ATTORNEY**
 Approval by Manager
 This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No
 Attorney's Signature [Signature] Date: 4/23/07

Use Standard Template **RISK MANAGEMENT**
 [Include the following coverages: CGL ; Auto ; WC ; Professional ; Property ; Pollution ; Nonprofit] 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: 4/23/07
 Risk Manager's Signature [Signature] Date: 4/23/07

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: _____

Date Received 4-23-07 **BUDGET AND FINANCE**
 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: 10549200-5099 Vendor No.: _____ Encumbrance No.: _____
 Notes: To be paid over a 7 yr. pd. beginning 2010!
 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 [Signature] Date: 4/24/07

CLERK
 Date Received: 4/26/07 Agenda Date: 4/20/07 Approved by Board: Yes No at meeting of 4/20/07
 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 [Signature] Date: 4/25/07

This Agreement is made and entered into as of the 25 day of April, 2007, by and between UNION COUNTY, a political subdivision of the State of North Carolina ("Union County"), and SAFRAN USA, Inc., a Delaware corporation (together with its successors and permitted assigns, the "Grantee").

WITNESSETH;

WHEREAS, pursuant to N.C.G.S. § 158-7.1 et seq., the Union County Board of Commissioners (the "Board") desires to promote economic development in Union County by inducing existing industry to expand in Union County and inducing targeted new industries to locate in Union County; and

WHEREAS, the aerospace industry has been targeted by the Union County Partnership for Progress ("UCPP") as a new industry to promote economic development in Union County; and

WHEREAS, Grantee plans to build a new aerospace manufacturing facility valued at approximately \$11,000,000 and to purchase approximately \$35,000,000 worth of machinery and equipment for installation at that facility (Grantee's "Planned Investment"); and

WHEREAS, UCPP has recommended to the Board that Union County provide an incentive grant to Grantee in accordance with the terms stated herein as an inducement for Grantee to make its Planned Investment in Union County; and

WHEREAS, the Board held a public hearing on April 20, 2007, to receive comments regarding UCPP's incentive grant recommendation and thereafter voted to approve a grant to Grantee, the terms of which are set forth herein; and

WHEREAS, Grantee acknowledges that the incentive grant provided pursuant to this Agreement (the "Grant") has served as inducement for Grantee to make its Planned Investment in Union County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. Grant Terms and Conditions. Grantee shall comply with the following requirements (the "Grant Terms and Conditions") in order to qualify for the Grant:

(a) Investment Requirements.

Phase I: On or before December 31, 2008, Grantee will complete construction of a new manufacturing facility within Union County (the "New Facility"), representing a new capital investment with an assessed value as of January 1, 2009 of between \$8,250,000 and \$11,000,000. For purposes of this Agreement, the terms "assessed value" and "assessed tax value" shall refer to tax value as determined by the Union County Assessor; provided, that, Grantee shall have the right to dispute the "assessed value" in accordance with the procedures generally provided to property owners within Union County. Also on or before December 31, 2008, Grantee shall install equipment and machinery ("Phase I Qualifying Equipment") at the New Facility, representing a new capital investment with a purchase value as of January 1, 2009, of between \$19,875,000 and \$26,500,000. The amount of these investments may exceed the maximum amounts stated above, but these maximum amounts shall serve as the highest amounts used to calculate the grant payments awarded pursuant to this Agreement.

Phase II: On or before December 31, 2009, Grantee shall install equipment and machinery ("Phase II Qualifying Equipment", and together with the Phase I Qualifying Equipment, the "Qualifying Equipment") at the New Facility, representing a new capital investment with a purchase value as of January 1, 2010, of between \$6,375,000 and \$8,500,000. The amount of this investment may exceed the maximum amount stated above, but this maximum amount shall serve as the highest amount used to calculate the grant payments awarded pursuant to this Agreement.

To the extent that the investments set forth above are not in place by the dates required above due to events and/or circumstances that are outside the reasonable control, and not the fault, of the Grantee in spite of the Grantee's use of commercially reasonable efforts to mitigate such events or circumstances (a "Force Majeure"), then such dates may be extended up to but not exceeding one year in order to permit the agreed upon investments to be put in place. Grantee acknowledges that in the event Grantee's construction and/or installation of the contemplated capital improvements and Qualified Equipment is extended beyond the dates set forth above due to reasons of Force Majeure, then the schedule for receiving grants as set forth in paragraph 2 of this Agreement shall likewise be postponed by one calendar year.

- (b) Qualifying Equipment: All Qualifying Equipment: (i) must remain in Union County throughout the grant term, unless such Qualifying Equipment is replaced due to defect, malfunction or upgraded as needed in the ordinary course of Grantee's business; provided, that, to the extent Grantee replaces Qualifying

Equipment during the term hereof, it must do so with equipment of equal or greater value that is not then being taxed within Union County and that otherwise constitutes Qualifying Equipment, as defined herein; (ii) must be capable of being capitalized for federal tax depreciation purposes over a period of more than six years; (iii) must not be currently taxed in Union County; (iv) must not be installed to replace existing personal property currently taxed in Union County; and (v) must not be rolling stock, goods in process, supplies, or inventory.

To facilitate appraisal by the Union County Assessor, Grantee shall itemize all business personal property (machinery, equipment, furniture, and fixtures) on Grantee's tax listing form as of January 1 of each year. In addition to such listing, Grantee shall also provide the Union County Assessor with Grantee's actual cost for each piece of machinery and equipment comprising the Qualifying Equipment.

- (c) Operation. Throughout the grant term, Grantee shall operate the New Facility and maintain the Qualifying Equipment in material compliance with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. By way of illustration and not limitation, Grantee shall comply with all applicable environmental laws in all material respects.
- (d) Taxes. Throughout the grant term, Grantee shall pay all applicable local taxes on Grantee's total taxable assets in Union County, including the full value of the completed improvements to the New Facility and the Qualifying Equipment, based on the value of those assets as determined by the Union County Assessor, and shall pay all ad valorem taxes and fees imposed by Union County and any municipality with jurisdiction.

2. Amount and Term of Grants.

If Grantee satisfies all of the Grant Terms and Conditions, then Union shall provide Grantee a grant for the New Facility and Phase I Qualifying Equipment payable over a seven-year period beginning in 2010 and for Phase II Qualifying Equipment payable over a seven-year period beginning in 2011. The total amount of each year's grant payment will be calculated as shown below using a multiplier of .004144 ("Multiplier"); provided that notwithstanding any other provision of this agreement to the contrary, at no time during the administration of this Agreement will the grant payment exceed the tax revenue actually received by Union County for the New Facility and the Qualifying Equipment for the current year, and provided further that the total amount of the Grant, when all payments are combined, will not exceed \$862,987. The annual grant payments shall be paid by Union County to the Grantee on or before April 15 of each stated calendar year pursuant to the schedule outlined below, provided that in the event

Grantee elects to dispute the assessed value of the New Facility or the Qualifying Equipment, then the grant payment shall be deferred until such dispute is finally resolved.

- 2010: [Assessed tax value of the New Facility + Assessed tax value of Phase I Qualifying Equipment, both as of January 1, 2009] x Multiplier. Grant payment estimated at \$141,124.
- 2011: [Assessed tax value of the New Facility + Assessed tax value of Phase II Qualifying Equipment + 2nd year depreciated assessed value of Phase I Qualifying Equipment, all as of January 1, 2010] x Multiplier. Grant payment estimated at \$160,787.
- 2012: [Assessed tax value of the New Facility + 2nd year depreciated assessed value of the Phase II Qualifying Equipment + 3rd year depreciated assessed value of Phase I Qualifying Equipment, all as of January 1, 2011] x Multiplier. Grant payment estimated at \$145,185.
- 2013: [Assessed tax value of the New Facility + 3rd year depreciated assessed value of the Phase II Qualifying Equipment + 4th year depreciated assessed value of Phase I Qualifying Equipment, all as of January 1, 2012] x Multiplier. Grant payment estimated at \$127,034.
- 2014: [Assessed tax value of the New Facility + 4th year depreciated assessed value of the Phase II Qualifying Equipment + 5th year depreciated assessed value of Phase I Qualifying Equipment, all as of January 1, 2013] x Multiplier. Grant payment estimated at \$108,179.
- 2015: [Assessed tax value of the New Facility + 5th year depreciated assessed value of the Phase II Qualifying Equipment + 6th year depreciated assessed value of Phase I Qualifying Equipment, all as of January 1, 2014] x Multiplier. Grant payment estimated at \$89,324.
- 2016: [Assessed tax value of the New Facility + 6th year depreciated assessed value of the Phase II Qualifying Equipment + 7th year depreciated assessed value of Phase I Qualifying Equipment, all as of January 1, 2015] x Multiplier. Grant payment estimated at \$82,548.
- 2017: [7th year depreciated assessed value of the Phase II Qualifying Equipment as of January 1, 2016] x Multiplier. Grant payment estimated at \$8,806.

3. **Compliance Audits.** Grant payments will continue throughout the grant term only so long as Grantee continues to satisfy the Grant Terms and Conditions. Grantee shall provide such data as may be reasonably required by Union County to verify and substantiate Grantee's initial and ongoing compliance with the Grant Terms and Conditions. Union County reserves the right to audit Grantee to ensure compliance, and in the event of an audit Grantee agrees to cooperate with Union County by providing such information and such access to Grantee's records as may

be reasonably necessary for Union County to establish compliance with the Grant Terms and Conditions.

To the extent permitted under North Carolina's Public Records Law, Union County agrees that it will make no disclosure of confidential information furnished to it by the Grantee that Grantee notifies Union County is confidential in nature at the time of disclosure or audit, without the prior written consent of the Grantee.

4. Termination. If Grantee fails to satisfy any of the Grant Terms and Conditions, then Union County may terminate this Agreement and have no further obligation to Grantee for any grant payment hereunder. In the event Union County terminates this Agreement for cause, as described in the preceding sentence, then Grantee must reimburse to Union County the amount of any grant award(s) already paid pursuant to this Agreement. Prior to termination based on Grantee's failure to pay applicable taxes when due, Union County shall provide written notice to Grantee stating that taxes are delinquent. If the taxes have not been paid within five business days of Grantee's receipt of notice, then Union County shall have the right to terminate this Agreement. Prior to termination for Grantee's failure to comply with Section 1(c), Union County shall provide written notice to the Grantee stating the basis for Grantee's failure to comply with applicable law. Grantee shall have a period of up to thirty (30) days to cure any such failure.

5. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their assigns and successors in interest. This Agreement contains the total agreement between the parties and may only be altered or amended by the parties hereto in writing. If this Agreement, or any provision hereof, is determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, this Agreement shall terminate and neither party shall have any further obligation to the other; provided, that, if Grantee has fulfilled its obligations hereunder, Union County will use its best efforts to fund its obligations hereunder with other sources of funds available to Union County if such expenditure is permissible pursuant to applicable law. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the State of North Carolina sitting in Union County, North Carolina. Grantee shall not assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of Union; provided, that, such consent shall not be unreasonably withheld, conditioned or delayed. Unless specifically stated to the contrary in any written consent to assignment and except for the assignment contemplated in the immediately following sentence, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement. Notwithstanding any of the above, Grantee shall have the right to assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) to any wholly owned subsidiary of SAFRAN USA, Inc. In such event, the wholly owned subsidiary of SAFRAN USA, Inc. is deemed to have assumed the Grantee's performance obligations in favor of Union County.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed on the day and year written above.

ATTEST: UNION COUNTY

BY: Lynn G. West
Clerk to the Board

BY: Richard P. Leah
County Manager

ATTEST: SAFRAN USA, INC.

BY: [Signature]
V.P. + Sec.

BY: [Signature]
Name: JOSEPH H. BOGOSIAN
Title: President + COO

Approved As To Legal Form [Signature]

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

1627

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

Party/Vendor Name: ATI ALLAC
Party/Vendor Contact Person: PAT DeCOWAY, CFO Contact Phone: 704-289-4511
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: P.O. Box 5030 City: Monroe State: NC Zip: 28111
Department: _____ Amount: 72,183,353.00
Purpose: Incentive Agreement for expansion
Budget Code(s) (put comma between multiple codes): _____

Amounts expended pursuant to this Agreement will be less than \$300,000. (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: 3/21/07

Approval by Board

ATTORNEY

Approval by Manager POC authorized 3/12/07 and 4/2/07

This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No

Attorney's Signature: [Signature] Date: 6/15/07

Use Standard Template

RISK MANAGEMENT

(Include the following coverages: CGL ; Auto ; WC ; Professional ; Property ; Pollution ; Nonprofit) 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: [Signature] Date: 3/26/07

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: _____

RECEIVED JUN 15 2007

Date Received 6/15/07

BUDGET AND FINANCE

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: 10549200-5699 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: [Signature] Date: 6/15/07

Date Received: 6-15-07 Agenda Date: 4/2/07 **CLERK** * Authorized Manager to approve

Signature(s) Required: Board Chairman/County Manager Finance Director Clerk Attorney Information Tech. Director Other: [Signature]

COUNTY MANAGER

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

County Manager's Signature: [Signature] Date: 6/18/07

This Agreement is made and entered into as of the 18 day of June, 2007, by and between UNION COUNTY, a political subdivision of the State of North Carolina ("Union"), and ATI ALLVAC, an Allegheny Technologies Company ("Grantee").

WITNESSETH;

WHEREAS, pursuant to N.C.G.S. § 158-7.1 et seq., the Union County Board of Commissioners (the "Board") desires to promote economic development in Union County by inducing existing industry to expand in Union County and inducing targeted new industries to locate in Union County; and

WHEREAS, Grantee is a manufacturer of metal alloy with an existing manufacturing facility (the "Facility") in Monroe, North Carolina; and

WHEREAS, Grantee plans to make improvements to the Facility valued at approximately \$34,021,000, to purchase approximately \$155,989,000 worth of machinery and equipment for installation at the Facility (together, Grantee's "Planned Investment"), and to create 100 new full-time jobs; and

WHEREAS, Union County Partnership for Progress ("UCPP") has recommended to the Board that Union County provide an incentive grant to Grantee in accordance with the terms stated herein as an inducement for Grantee to make its Planned Investment in Union County; and

WHEREAS, the Board held a public hearing on March 12, 2007, to receive comments regarding UCPP's incentive grant recommendation and thereafter voted to approve a grant to Grantee, the terms of which are set forth herein; and

WHEREAS, Grantee acknowledges that the incentive grant provided pursuant to this Agreement (the "Grant") has served as inducement for Grantee to make its Planned Investment in Union County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. Grant Terms and Conditions. Grantee shall comply with the following requirements ("Grant Terms and Conditions") in order to qualify for the Grant:

- (a) Phase I Investments: On or before December 31, 2007, Grantee shall make improvements to the Facility ("Phase I Improvements") representing a new capital investment with an assessed value as of January 1, 2008, of between \$14,367,750

and \$19,157,000. For purposes of this Agreement, the term "assessed value" shall refer to tax value as determined by the Union County Assessor. Also on or before December 31, 2007, Grantee shall install equipment and machinery ("Phase I Qualifying Equipment") at the Facility, representing a new capital investment with a purchase value as of January 1, 2008, of between \$28,196,250 and \$37,595,000. The values of the Phase I Improvements and Phase I Qualifying Equipment (collectively, "Phase I Investments") may exceed the maximum values stated above, but these maximum values shall serve as the highest values used to calculate the Grant amount awarded for Phase I Investments.

- (b) **Phase II Investments:** On or before December 31, 2008, Grantee shall make additional improvements to the Facility ("Phase II Improvements") representing a new capital investment with an assessed value as of January 1, 2009, of between \$10,962,000 and \$14,616,000. Also on or before December 31, 2008, Grantee shall install additional equipment and machinery ("Phase II Qualifying Equipment") at the Facility representing a new capital investment with a purchase value as of January 1, 2009, of between \$47,822,250 and \$63,763,000. The values of the Phase II Improvements and Phase II Qualifying Equipment (collectively, "Phase II Investments") may exceed the maximum values stated above, but these maximum values shall serve as the highest values used to calculate the Grant amount awarded for Phase II Investments.
- (c) **Phase III Investments:** On or before December 31, 2009, Grantee shall make additional improvements to the Facility ("Phase III Improvements") representing a new capital investment with an assessed value as of January 1, 2010, of between \$186,000 and \$248,000. Also on or before December 31, 2009, Grantee shall install additional equipment and machinery ("Phase III Qualifying Equipment") at the Facility representing a new capital investment with a purchase value as of January 1, 2010, of between \$37,767,000 and \$50,356,000. The values of the Phase III Improvements and Phase III Qualifying Equipment (collectively, "Phase III Investments") may exceed the maximum values stated above, but these maximum values shall serve as the highest values used to calculate the Grant amount for Phase III Investments.
- (d) **Phase IV Investment:** On or before December 31, 2010, Grantee shall install additional equipment and machinery ("Phase IV Qualifying Equipment" or "Phase IV Investment") at the Facility representing a new capital investment with a purchase value as of January 1, 2011, of between \$3,206,250 and \$4,275,000. The value of the Phase IV Qualifying Equipment may exceed the maximum value stated above, but this maximum value shall serve as the highest value used to calculate the Grant amount awarded for the Phase IV Investment.

- (e) Qualifying Equipment: All Qualifying Equipment: (i) must remain in Union County throughout the grant term; (ii) must be capable of being capitalized for federal tax depreciation purposes over a period of more than six years; (iii) must not be currently taxed in Union County; (iv) must not be installed to replace existing personal property in Union County; and (v) must not be rolling stock, goods in process, supplies, or inventory.

To facilitate appraisal by the Assessor, Grantee shall itemize all business personal property (machinery, equipment, furniture, and fixtures) on Grantee's tax listing form as of January 1 of each year. In addition to such listing, Grantee shall also provide the Assessor with Grantee's actual cost for each piece of machinery and equipment comprising the Qualifying Equipment.

- (f) Operation. Throughout the Grant term, Grantee shall operate the Facility and maintain the Qualifying Equipment in compliance with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. By way of illustration and not limitation, Grantee shall comply with all environmental laws.
- (g) Taxes. Throughout the Grant term, Grantee shall pay all applicable local taxes on Grantee's total taxable assets in Union County, including the full value of the completed improvements to the Facility and the Qualifying Equipment, based on the value of those assets as determined by the Union County Assessor, and shall remain current in the payment of all ad valorem taxes and fees imposed by Union County and any municipality with jurisdiction.

2. Amount and Term of Grant.

If Grantee satisfies all of the Grant Terms and Conditions, then Union shall provide a Grant to Grantee payable over a six-year period beginning in 2009. The amount of each year's payment will be calculated as shown below using a Multiplier of .00448; provided, however, that at no time during the administration of this Agreement will the Grant payment exceed the tax revenue actually received by Union County for Facility Improvements and Qualifying Equipment for the current year, and provided further that the total amount of the Grant, when all six payments are combined, will not exceed \$2,183,353.

2009: [Assessed tax value of Phase I Investments as of January 1, 2008] x Multiplier.
Payment estimated at \$237,406.

2010: [Assessed tax value of Phase II Investments as of January 1, 2009 + 2nd year depreciated assessed value of Phase I Investments] x Multiplier. Payment estimated at \$546,504.

2011: [Assessed tax value of Phase III Investments as of January 1, 2010 + 2nd year depreciated assessed value of Phase II Investments + 3rd year depreciated assessed value of Phase I Investments] x Multiplier. Payment estimated at \$716,008.

2012: [Assessed tax value of Phase IV Investment as of January 1, 2011 + 2nd year depreciated assessed value of Phase III Investments + 3rd year depreciated assessed value of Phase II Investments] x Multiplier. Payment estimated at \$483,059.

2013: [3rd year depreciated assessed value of Phase III Investments and 2nd year depreciated assessed value of Phase IV Investment] x Multiplier. Payment estimated at \$186,012.

2014: [3rd year depreciated assessed value of Phase IV Investment] x Multiplier. Payment estimated at \$14,364.

3. Compliance Audits. Grant payments will continue throughout the grant term only so long as Grantee continues to satisfy the Grant Terms and Conditions. Grantee shall provide such data as may be required by Union to verify and substantiate Grantee's initial and ongoing compliance with the Grant Terms and Conditions. Union reserves the right to audit Grantee to ensure compliance, and in the event of an audit Grantee agrees to cooperate with Union by providing such information and such access to Grantee's records as may be necessary for Union to establish compliance with the Grant Terms and Conditions.

4. Termination. If, with respect to one or more of the Investment Phases described above, (i) Union is unable to independently verify initial and ongoing compliance with the Grant Terms and Conditions upon exercise of reasonable effort, or (ii) Grantee fails to satisfy any or all of the Grant Terms and Conditions, then Union may terminate this Agreement and have no further obligation to Grantee for any grant payment hereunder. In the event Union terminates this Agreement for cause, as just described, then Grantee must reimburse to Union the amount of any grant award(s) already paid pursuant to this Agreement for the Investment Phase or Phases for which Union was unable to verify compliance with the applicable Grant Terms and Conditions or Grantee failed to satisfy the same. Prior to termination based on Grantee's failure to pay applicable taxes when due, Union shall provide written notice to Grantee stating that taxes are delinquent. If the taxes have not been paid within three days of Grantee's receipt of notice, then Union shall have the right to terminate this Agreement and demand reimbursement.

5. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their assigns and successors in interest. This Agreement contains the total agreement between the parties and may only be altered or amended by the parties hereto in writing. If this Agreement, or any provision hereof, is determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, this Agreement shall terminate and neither party shall have any further obligation to the other. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. Exclusive venue for any disputes arising hereunder is conferred upon the General Courts of Justice of the State of North Carolina sitting in Union County, North Carolina. Grantee shall not assign, sublet or transfer any rights under or

interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of Union. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed on the day and year written above.

ATTEST:

UNION COUNTY

BY: *Lynn H. West*
Clerk to the Board

BY: *Richard P. Beach*
Chairman, Board of Commissioners

ATTEST:

ATI ALLVAC

BY: *Paul J. Kelly*

BY: *Thomas E. Williams*

Approved As To Legal Form *JLC*

SWORN before me this 6th of July, 2007

Janet N. Horne

My Commission Expires:

July 6, 2008

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/4/10

Action Agenda Item No. 8
(Central Admin. use only)

SUBJECT: One Time Compensation Pay

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

ATTACHMENT(S): _____ **INFORMATION CONTACT:**
Wes Baker

TELEPHONE NUMBERS:
704-283-3630

DEPARTMENT'S RECOMMENDED ACTION: Give direction to staff.

BACKGROUND:

FINANCIAL IMPACT: Unknown

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/4/10

Action Agenda Item No. 9a&b
(Central Admin. use only)

SUBJECT: Request for Approval of Capital Expenditures over \$500,000

DEPARTMENT: CMC-Union

PUBLIC HEARING: No

ATTACHMENT(S):
Automated Dispensing Machines
Initiative Project Overview
The Wound Care Center at CMC-
Union Request Description

INFORMATION CONTACT:
Michael Lutes

TELEPHONE NUMBERS:
704-283-3460

DEPARTMENT'S RECOMMENDED ACTION: Recommend that the Board approve the capital expenditure requests

BACKGROUND:

a. Automated Dispensing Machine Initiative

BACKGROUND: Medication Automated Dispensing Machines (ADMs) are utilized in hospitals to enhance patient safety through bar-code medication verification, to ensure management of controlled substances (narcotics) in compliance with regulatory requirements, and to ensure patient medications are available for administration in a timely manner. CareFusion Pyxis ADMs have been utilized at CMC-Union since 1997, but have now been discontinued and repair parts and additional devices to support growth are now unavailable. Problems are surfacing with the interfaces linking ADMs to other patient care pharmacy technologies including the Cerner Pharmacy System and the McKesson MedCarousel. Subsequent to a multi-hospital vendor fair attended by the four major ADM vendors, the consensus decision of nursing, pharmacy, respiratory and anesthesia personnel was to convert to Omnicell ADMs. As a result, CMC-Union is requesting a conversion to Omnicell ADMs. The cost would be \$921,500 for the purchase of the new ADMs.

b. Wound Care Center

BACKGROUND: This project request entails the relocation and expansion of The Wound Care Center (WCC) at CMC-Union. The existing WCC consists of 1,765 total square feet, is located at 1309 E. Franklin Street and opened in December 2005. The new WCC would continue to be licensed and operated as a department of CMC-Union. The new facility would consist of 4,566 square feet located on the campus of CMC-Union in the Union Medical Plaza building at 1423 E. Franklin Street. Diversified Clinical Services (DCS) holds the Wound Management Program

contract today (since 2007).

The existing space does not have room for the addition of Hyperbaric Oxygen Therapy services. The existing waiting room space does not support multiple wheelchairs at one time. Patient wait time in the limited waiting room area is increased due to the limited number of patient exam rooms. There is inadequate clean utility storage room on the premises. The parking lot does not accommodate transportation vans from long term care facilities, EMS and handicap transportation services.

The new WCC would have five treatment rooms, decreasing the wait time in the waiting room. Hyperbaric Oxygen Therapy would be available with two hyperbaric oxygen chambers and space to add a third chamber in the future. It would also make it more efficient and easier to refer patients to CMC-Union for related imaging services, laboratory services and inpatient services.

CMC-Union is requesting a capital commitment of \$571,281 broken down into \$395,641 for renovation costs and \$175,640 for FFE.

FINANCIAL IMPACT: \$921,500 for the ADMs and \$571,281 for the WCC from CMC-Union's reserves.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

***Presentation to:
Union County Board of Commissioners***

AGENDA ITEM

9a

MEETING DATE 10/4/10

***Automated Dispensing Machines Initiative
CMC-Union Conversion to Omnicell
September, 2010***



Carolinus Medical Center

Uncompromising Excellence. Commitment to Care.

Project Overview

- **Medication Automated Dispensing Machines (ADMs) are utilized in hospitals to enhance patient safety through bar-code medication verification, to ensure management of controlled substances (narcotics) in compliance with regulatory requirements, and to ensure patient medications are available for administration in a timely manner.**
- **71% of hospitals surveyed in 2006 utilize ADMs.**
- **CareFusion Pyxis® ADMs have been utilized at CMC-Union since 1997.**
- **Current Pyxis® products have been discontinued by CareFusion and repair parts and additional devices to support growth are now unavailable.**
- **Subsequent to a multi-hospital vendor fair attended by the four major ADM vendors, the consensus decision of nursing, pharmacy, respiratory and anesthesia personnel was made to convert from CareFusion Pyxis® to OMNICELL® ADMs via a capital purchase agreement.**



Carolinan Medical Center

Uncompromising Excellence. Commitment to Care.

Benefits of Omnicell Initiative

Included in the total project are:

- 30 Nursing unit dispensing cabinets
 - 9 Anesthesia Workstations
 - 1 Pharmacy Secure Narcotic Vault
 - 1 Pharmacy Console Server (controls all remote devices)
-
- ADM's greatly improve efficiencies of nursing staff
 - Omnicell® offers enhanced bar-code medication safety by using this technology to ensure that the correct medication is placed in the correct Omnicell® "pocket" to significantly reduce the potential for medication errors.
 - Ensures accuracy of patient charges/billing and minimizes the potential for lost charges.



Carolina's Medical Center

Uncompromising Excellence. Commitment to Care.

Benefits of Omnicell Initiative

- ADM's ensure security of controlled substances (narcotics) and prevents unauthorized access to pharmaceuticals in compliance with DEA and NC Board of Pharmacy regulations.
- Omnicell® ADMs feature FlexLock with Temp Check® for units needing medications requiring refrigeration ensuring that all medications are stored in compliance with requirements of:
 - FDA
 - DEA
 - NC Board of Pharmacy
 - CDC
 - The Joint Commission



Carolinus Medical Center

Uncompromising Excellence. Commitment to Care.

Rationale for Project Approval

- **Conversion to Omnicell® ADMs will allow CMC-Union to continue provide excellent patient care in a safe and efficient process helping to improve patient outcomes**
- **As CareFusion Pyxis® ADMs have reached the end of their useful lives, problems are surfacing with the interfaces linking ADMs to other patient care pharmacy technologies including the Cerner Pharmacy System and our McKesson MedCarousel. Interface failures have the potential to negatively impact patient safety and should be avoided.**



Carolinus Medical Center

Uncompromising Excellence. Commitment to Care.

In Conclusion....

- **CMC-Union is requesting approval of \$921,500 for the purchase of Omnicell Automated Dispensing Machines**

QUESTIONS?

- **Thank you for your consideration and approval of this critical clinical initiative.**



Carolinus Medical Center

Uncompromising Excellence. Commitment to Care.

Carolinas Medical Center-Union

AGENDA ITEM

The Wound Care Center® at Carolinas Medical Center-Union

96

Request for County Commissioners Approval

MEETING DATE 10/4/10

September, 2010

Description

This project entails the relocation and expansion of The Wound Care Center® at Carolinas Medical Center-Union (WCC) to include an advanced Wound Management Program™ and new Hyperbaric Oxygen Therapy (HBOT) services. The WCC will continue to be licensed and operated as a department of Carolinas Medical Center-Union. This facility will consist of 4,566 square feet and will be located on the campus of CMC-Union in the Union Medical Plaza building at 1423 E. Franklin Street in Union County, NC. This location will replace the existing WCC located at 1309 E. Franklin Street, which opened in December 2005.

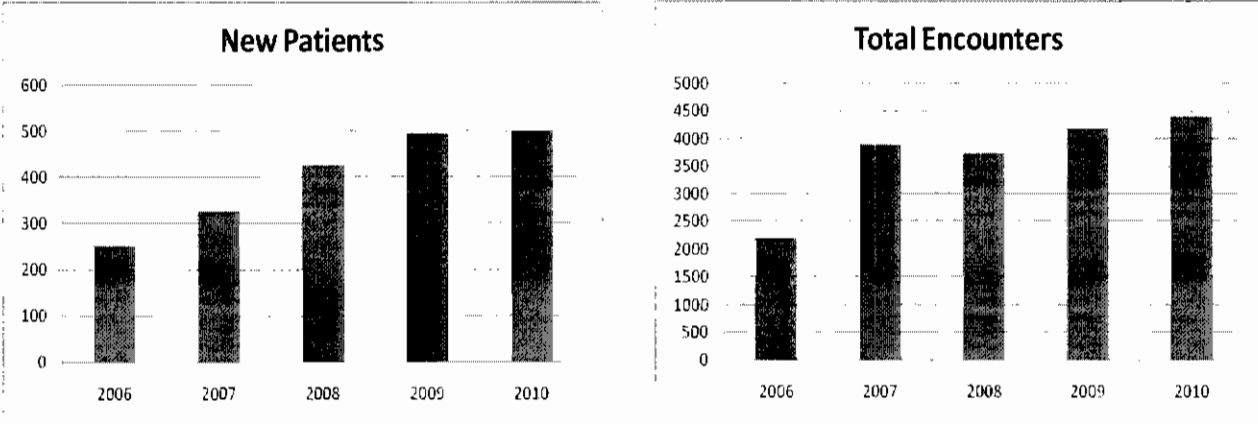
The following hospital-based services will be provided at the proposed Wound Care Center® at Carolinas Medical Center-Union:

- A comprehensive Wound Management Program™, with five treatment rooms staffed by wound care trained physician specialists. The WCC's comprehensive care of problem wounds utilizes the most up-to-date approaches in the science of healing chronic, non-healing wounds. The patient's individualized treatment plan may include specialized wound dressings, debridement, compression therapy, HBOT, bio-engineered skin grafting, edema management and non-invasive vascular assessment.
- Hyperbaric Oxygen Therapy with two hyperbaric oxygen chambers, with space to add a third chamber in the future. HBOT helps the body's oxygen-dependent, wound-healing mechanisms function more efficiently. While enclosed in a chamber at a greater-than-normal atmospheric pressure, patients breathe pure oxygen, saturating their blood plasma and allowing it to carry from 15 to 20 times the normal amount of healing oxygen to the body's tissues. Up to 18 percent of wound care patients may require HBOT treatments.
- As needed, patients will be referred to CMC-Union for related imaging services, laboratory services, surgical services and inpatient services.

Wound Care Center Background:

The existing WCC opened December 2005 and has provided advanced wound care services under a management contract with Curative Health Services. In 2007, Diversified Clinical Services (DCS) purchased Curative Health Services, holding the Wound Management Program™ contract today.

Since its opening in December 2005, patient volume has grown an average 8% year over year. Financially, the WCC is identified as a breakeven program for the hospital. However, it has produced a yearly average of \$1.2 million in inpatient and outpatient downstream or ancillary revenue since January 2008. In addition, the WCC established an outpatient continuum of care for chronic and acute problem wounds, reduced IP length of stay, and minimized readmissions for patients with wound related diagnoses.



*2010 Projected

The WCC received “Diversified Clinical Services Center of Excellence Award” for 2008 and 2009. This national award is presented annually by DCS to programs that exceed company benchmarks of 89% healing rate, average days to heal of 28 days or less, and patient satisfaction scores of 92% or higher. In 2009, the program received the “Robert Werriner Center of Excellence” designation for exceeding these benchmarks for two consecutive years.



Existing Wound Care Center Space:

The current space does not have enough space to accommodate patient volume, growth and to expand wound care services to a comprehensive wound care center by adding Hyperbaric Oxygen Therapy.

Additionally, existing space challenges include:

- The building size is 1765 total square feet. A minimum 3500 square feet is recommended for the addition of Hyperbaric Oxygen Therapy services.
- The existing waiting room space does not support multiply wheelchairs at one time.
- Limited number of patient exam rooms' decreases effective patient flow, increasing patient wait time in limited waiting room area.
- One stretcher room decreases effective patient flow, increasing patient wait time in limited waiting room area.
- There is inadequate clean utility storage room for proper storage of hooyer lift within department. This increases risk of workers comp injury related in lifting patients, increases hospital liability in safely moving patients form stretcher or wheelchair to exam table, decreases effective patient flow, and increases patient wait time in limited waiting room area.
- The parking lot does not accommodate transportation vans from long term care facilities, EMS and handicap transportation services.

CMC-Union's Capital Commitment

CMC-Union will fund, from the hospital's accumulated reserves, renovation costs and the furniture, fixtures, and equipment (FFE) costs. The building is owned by CMC-Union.

CMC-Union's capital commitment will be \$571,281 as follows:

Renovation Costs: \$395,641

FFE:

- Professional fees \$ 71,100
- Movers \$ 1,100
- Signage \$ 3,500
- Information Systems \$ 24,440
- Medgas \$ 50,150
- Medical Curtains \$ 2,350
- Furniture \$ 23,000

Subtotal FFE \$175,640

Projected Incremental Financial Statement

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Net Revenue	\$ 473,137	\$ 629,914	\$ 707,351
Expenses	<u>\$ 209,897</u>	<u>\$ 250,930</u>	<u>\$ 271,198</u>
Profit (Loss)	\$ 220,064	\$ 378,984	\$ 436,153

Project Schedule

- September 2010 Obtain Approval from Union County Commission
- September 2010 Begin Construction
- December 2010 Complete Construction
- January 2011 Open For Patients

Project Support

Community Trustee Council approved to proceed with the relocation and expansion of the **Wound Care Center®** on July 28, 2010.

We request approval from the County Commissioners to proceed with the relocation and expansion of the **Wound Care Center®**.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 4, 2010

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

SUBJECT: Contract Approval with Datamax Interstate Credit Collections

DEPARTMENT: Tax Administration **PUBLIC HEARING:** No

ATTACHMENT(S):
Contract and associated exhibits and forms

INFORMATION CONTACT:
Vann Harrell
John Petoskey

TELEPHONE NUMBERS:
704-283-3591
704-283-3748

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

BACKGROUND: In recent years, the collection of delinquent registered motor vehicle taxes has become increasingly more difficult. Across the state of North Carolina approximately only two-thirds of taxpayers pay their motor vehicle tax bill in a timely manner. In Union County for the most recent months billed, only 68% was paid timely. This is a high rate of delinquency when compared with real property taxes.

At the end of the fiscal year, the Union County Tax office typically has between 9% and 11% of the annual vehicle tax levy delinquent and uncollected. These delinquencies are pursued with every collection option currently available, and a significant amount is collected.

However, the tax office goal is to collect as much of the current year's levy as possible within the current fiscal year. The collection of delinquent taxes has become even more important recently with the county facing the fiscal issues associated with the slow down in the economy. It is not fair to the many county citizens who pay their taxes on time to shoulder the financial burden for those citizens that do not.

With reduced staff levels and the need for additional help due to higher delinquencies, there is a collection remedy available that the Union County Tax Office has not yet utilized. That remedy is the use of an outside collection agency and credit file reporting. Other Counties around the state have successfully used this tool and have reported that when used with other current delinquent

collection methods, the compliance rate regarding the payment of motor vehicle taxes is greatly improved.

Other counties that have used this company's service have experienced an average of \$10.00 collected for every dollar spent in service costs. This is a high rate of return that has significantly bolstered collection efforts and collection rates in other counties.

FINANCIAL IMPACT: The initial cost of the the project is estimated to be \$ 5,500.00 and the funds have been identified in the Tax Administrator's current budget. The expected rate of return is expected to be 10 to 1 on additional revenue collected verses dollars invested.

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

2591

Party/Vendor Name: Datamax Interstate Credit Collections

Party/Vendor Contact Person: Angie Hutchins Contact Phone: 336-831-1073

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

Address: 711 Coliseum Plaza Court City: Winston Salem State: NC Zip: 27106

Department: Tax Administration Amount: open ended

Purpose: To utilize the assistance of the collection agency in the collection of registered motor vehicle taxes

Budget Code(s)(put comma between multiple codes): 10-541500-5381

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: 9/5/10

Approval by Board **ATTORNEY** This document has been reviewed and approved by the

Approval by Manager (less than \$20,000) 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: 10/4/10

Clerk to confirm authorization given

Use Standard Template **RISK MANAGEMENT**

[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 See next page

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: _____

Date Received: _____ **BUDGET AND FINANCE**

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: _____

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

2591

Party/Vendor Name: Datamax Interstate Credit Collections

Party/Vendor Contact Person: Angie Hutchins Contact Phone: 336-831-1073

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

Address: 711 Coliseum Plaza Court City: Winston Salem State: NC Zip: 27106

Department: Tax Administration Amount: open ended

Purpose: To utilize the assistance of the collection agency in the collection of registered motor vehicle taxes

Budget Code(s)(put comma between multiple codes): 10-541500-5381

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: _____ Date: _____

Approval by Board **ATTORNEY** This document has been reviewed and approved by the

Approval by Manager (less than \$20,000) 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

Use Standard Template **RISK MANAGEMENT**

[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: [Signature] Date: 9/22/10

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: _____

Date Received: _____ **BUDGET AND FINANCE**

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: _____

Getting Started

1. Please complete the enclosed **Collection Service Application**. This gives us the information we need to know about your business.
2. Please read and sign the **Collection Service Agreement**.
3. Please initial and date the **Schedule of Fees**.
4. We have enclosed an **Account Listing Sheet**. You may use this form, or use it as a cover sheet attached to printouts from your computer system.
5. Send all three forms and your account listings to the attention of Devae Hanks by fax, **800-522-2396, 336-777-3520**, or you can email the forms and account listings to devae.hanks@datamax.com. (Please note a minimum of three account listings is required to open an account with ICC and allow us to begin collecting debt on your behalf).
6. Upon placing your first batch of accounts, you will receive an acknowledgment with your assigned Client Number. **Please use this client number on all future correspondence, by fax, mail, e-mail, or telephone**. This will ensure that we are receiving communication from an authorized person at your office.

Pre-Collect Plus Letter Series

Day 1 Accounts are entered into our system, and processed through to locate the best possible address. The initial collection notice is sent within two business days, or less of the account being entered into our system.

Days 10 & 20 If additional notices were purchased, they will be mailed at 10-day intervals.

Day 35+ If the debtor has not paid their account in full in 35 days, we will report the collection account on all three national credit reporting agencies: Trans Union, Equifax, and Experian.

Fees

One notice and listing on credit file as collection account.....	\$4.75
Two notices and listing on credit file as collection account.....	\$5.45
Three notices and listing on credit file as collection account.....	\$6.25

Business-to-Business Collections

All procedures and fees are the same for Commercial Collections. Collections that are not paid within the specified amount of time will be reported on the **Experian Business Credit File**.

COLLECTION SERVICE APPLICATION

1) Complete Firm Name: Union County Tax Administration

DBA/AKA (if Applicable): _____

E-mail: vannharrell @ co.union.nc.us

Mailing Address: PO Box 38 Monroe NC 28111
City State ZIP

Street Address: 500 North Main St. Suite 119 Monroe NC 28112
City State ZIP

Daytime Phone Number: 704-283-3591 Fax Number: 704-283-3848

Primary Contact Name(s) and Number: Vann Harrell: 704-283-3591

2) Please describe your primary service, product, etc: collection of county property
taxes as billed per North Carolina general statutes

Signature

Application completed by (Please print your name)

Date

Title

Please E-mail or fax completed Collection Service Application to:
devae.hanks@datamax.com
Fax: 800-522-2396/336-777-3585
Sales Client Services
DataMax Corporation
PO Box 3136
Winston-Salem, NC 27102-3136

Interstate Credit Collections

Collection Service Agreement

THIS COLLECTION SERVICE AGREEMENT ("Agreement") is made by and between Union County (hereinafter referred to as "Client") and Interstate Credit Collections (hereinafter referred to as "ICC").

Section I: Collection Services

ICC agrees to use its best efforts to collect accounts placed for collection by Client and to comply with all applicable federal, state, and local laws with respect thereto.

Client agrees and hereby warrants that all accounts forwarded to ICC for collection will be valid and legally enforceable debts, and that Client will both before and after forwarding said accounts, comply with all applicable federal, state and local laws with respect thereto. Further, Client agrees: (1) not to forward to ICC accounts that are included in an existing or pending bankruptcy; (2) to provide to ICC within two (2) business days of receipt by Client notification of bankruptcy filing involving any of Client's accounts forwarded to ICC; and (3) to provide, whenever requested to do so by ICC, a written verification of a claim; a copy of the judgment, if any, on which a claim is based; and the name and address of the person or entity to whom the debt was originally owed if different from Client.

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, and the Fair and Accurate Credit Transactions Act of 2003 (FACT Act) places certain requirements on those who furnish information to ICC. Those requirements have been summarized in a document titled Notice of Fair Credit Reporting Act/FACT Act Furnisher Requirements and Allowing Direct Disputes, which is attached as Exhibit A and incorporated herein by reference. Client hereby acknowledges receipt of that document. In addition to furnishing the amount of the debt and demographic and other available information, Client agrees to provide ICC with the month and year the delinquency began prior to placing the account for collection. Occasionally debtors round off their payment amounts resulting in unpaid balances of \$1 or less should this occur Client agrees to consider the account settled in full.

Client acknowledges that certain debtors prefer to pay their accounts directly to the client and client agrees to promptly report such payments to ICC. Client further acknowledges that as a result of ICC's efforts debtors will contact their insurance company or other sources of funds and effect payment of the debt. Client agrees to pay ICC commission (if applicable- see Schedule of Fees) on all accounts paid while placed with ICC regardless of to whom the payment is made or the source of the funds.

Client further agrees to pay ICC for its collection service according to the schedule of fees in effect at the time accounts are forwarded to ICC for collection. The current schedule of fees, a copy of which is attached to this Agreement, may be modified from time to time upon 30 days written notice.

It is further mutually agreed that ICC and Client shall each be liable to any third party claimant for its own acts or negligence with regard to the performance of its duties hereunder, and each shall indemnify and hold harmless the other for and from all such third party claims, including reasonable attorney fees arising on account of its acts or negligence, or on account of its failure to perform any of its obligations hereunder.

Client, by written notice, may immediately terminate this Agreement in whole or in part if ICC breaches any material terms or conditions of this Agreement. Client shall notify ICC of such default and ICC shall be given ten (10) days to correct the breach. ICC shall be deemed to have defaulted if it fails to correct the breach within such ten (10) day period.

DataMax INTERSTATE CREDIT COLLECTIONS REVENUE CYCLE MANAGEMENT

Upon termination of this Agreement for breach, and at client's written request, ICC shall immediately cease all collection activity for Client and shall, upon Client's written request, return all patient account information and related documents to Client. In such event, ICC shall extend the protections of this Agreement to copies of the patient account information and limit further uses and disclosures to those purposes required by this Agreement or law. Upon termination, ICC shall, within thirty (30) days, remit outstanding collections, net of ICC's commissions, received by ICC on behalf of Client.

This Agreement is to remain in full force and effect unless cancelled by either party giving the other a 30-day written notice of such cancellation. Upon cancellation the Client shall pay all fees due ICC on accounts paid prior to, and during this 30-day period.

Dated at Winston-Salem, North Carolina, this _____ day of _____, _____:

Company Name Union County Tax Administration

Address: 500 N. Main St., Suite 199

City, State, Zip Monroe, NC 28111-0038

Signature _____

Print name and title. _____

Devae J. Hanks

ICC Signature _____

Devae T. Hanks, Business Development Administrator
Print ICC name and title.

Facsimile signatures will be accepted as original by ICC

EXHIBIT A FURNISHED TO CLIENT

DataMax Corporation
d/b/a Interstate Credit Collections

Member of Associated Credit Bureaus & American Collectors Association N.C. Department of Insurance Permit Number

Please E-mail or fax completed Collection Service Agreement to:
devae.hanks@datamax.com
Fax: 800-522-2396/336-777-3585
Sales Client Services
DataMax Corporation
PO Box 3136
Winston-Salem, NC 27102-3136

Exhibit A: Notice of Fair Credit Reporting Act / FACT Act Furnisher Requirements and Allowing Direct Disputes

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). The Fair and Accurate Credit Transactions Act of 2003 (FACT Act) amended the FCRA to include new provisions aimed at enhancing the accuracy and integrity of the information that data furnishers provide to consumer reporting agencies. State law may impose additional requirements on furnishers. All furnishers of information to CRA's should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance with its simplest data furnishers:

- Should not report information to a CRA it has reasonable cause to believe is inaccurate.
- Should only provide complete, accurate and verifiable information to CRA's.
- Should correct and update information when appropriate.
- Should report to a CRA when an account has been disputed by a consumer.
- Should correct information found to be inaccurate.
- Should report voluntary closing of accounts.
- Should report correct dates of delinquency so accounts age off reports correctly.
- Should identify accounts that are for medical services, products or devices.
- Should have reasonable procedures in place to respond to notifications from CRA's that information furnished is the result of identity theft and to prevent refurnishing the information in the future.

A third party collection agency, such as Interstate Credit Collections (ICC) reporting information regarding a consumer debt on behalf of its clients to a CRA is a "Data Furnisher". ICC's clients, whose information it is reporting, are also "Data Furnishers". We have a shared legal and ethical responsibility to follow these requirements.

The Federal Trade Commission, Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the National Credit Union Administration, the Office of the Comptroller of the Currency, and the Office of Thrift Supervision (the agencies) under section 312 of the Fair and Accurate Credit Transactions Act of 2003 (FACT Act), have issued guidelines regarding the accuracy and integrity of information furnished to consumer reporting agencies. **The effective date for these rules and guidelines is July 1, 2010. The final rules focus on two issues: Accuracy and Integrity Rule and Direct Dispute Rule.**

Accuracy and Integrity Rule

The rules require data furnishers to establish and implement reasonable written policies and procedures regarding the accuracy and integrity of consumer information reported to a consumer credit reporting agency (CRA). The policies and procedures must be in writing and must be appropriate to the nature, size, complexity and scope of each furnisher's activities. Furnishers are required to consider and incorporate appropriate guidelines issued by government agencies when developing their policies and procedures. Furnishers must periodically review and update their policies and procedures to ensure continued effectiveness.

According to the rule guidelines, the policies and procedures should be reasonably designed to promote accuracy, integrity, reasonable investigations and the updating of information, as necessary. When developing these policies in compliance with the new rules, a furnisher should consider:

- The types of business activity in which it engages.
- The nature and frequency of the information it provides to CRA's; and
- The technology it uses to furnish information.

Third-party debt collectors report standard pieces of information to CRA's regarding consumer debt. This includes the amount of the debt, changes in the amount of the debt, payments from the consumer and whether the debt has been disputed. The data furnisher's policies and procedures need to address these pieces of information in order to make sure the information reported is accurate and has integrity.

The rule defines “accuracy” to mean information a furnisher provides to a CRA that correctly: (1) reflects the terms and liability for the account or other relationship; (2) reflects the consumer’s performance and other conduct with respect to the account or other relationship; and (3) identifies the appropriate consumer.

To ensure accuracy, data furnishers should develop policies and procedures reasonably designed to:

- Identify the appropriate consumer.
- Reflect the terms of and liability for accounts reported.
- Reflect the consumer’s performance and other conduct on the account.

“Integrity” is the second component that must be established under the rule. Integrity is defined to mean information a furnisher provides to a CRA about an account or other relationship with the consumer that:

- Is substantiated by the furnisher’s records when furnished.
- Is furnished in a way that is designed to minimize the likelihood the information may be incorrectly reflected in a consumer report; and
- Includes information in the furnisher’s possession that a relevant federal agency (the Federal Trade Commission for Debt Collectors and Asset Buyers) determines the absence of which would be materially misleading in evaluating a consumer’s creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living.

To ensure integrity of information, data furnishers should:

- Substantiate the information provided by the furnisher’s records.
- Furnish information in a form and manner that is designed to minimize the likelihood the information may be incorrectly displayed in a consumer report; and
- Include the credit limit of the account (where appropriate).

Under the rule guidelines, data furnishers should also identify practices or activities that can compromise the accuracy or integrity of information furnished to CRA’s. Feedback from staff can be an effective way of doing this. Data Furnishers should evaluate the effectiveness of existing policies and consider whether new policies and practices might better protect the accuracy or integrity of information.

The guidelines list 13 specific components that furnishers should address in developing their policies and procedures, including:

1. Establishing and implementing an appropriate system regarding the nature, size, complexity and scope of the furnisher’s business operations.
2. Using standard data reporting formats and standard procedures.
3. Maintaining records for a reasonable period of time.
4. Establishing and implementing appropriate internal controls regarding the accuracy and integrity of information.
5. Training staff appropriately.
6. Providing for appropriate and effective oversight of relevant service providers.
7. Furnishing information to CRA’s following mergers, portfolio acquisitions or sales, or transfers of accounts in a manner that prevents re-aging of information and duplicate reporting.
8. Deleting, updating and correcting records as appropriate to avoid furnishing inaccurate information.
9. Conducting reasonable investigations of disputes.
10. Advancing technology to mitigate inaccuracies in reporting.
11. Providing proper identification of the consumer.
12. Conducting periodic evaluations of its own practices.
13. Complying with applicable requirements under the Fair Credit Reporting Act (FCRA) and its implementing regulations.

These components should be evaluated and addressed as they apply to a company's specific business practices. Not all 11 components need to be included in any one policy. However, data furnishers should evaluate all the components and determine based on their own business practices, which components need to be implemented.

Furthermore, each furnisher should periodically review the policies and procedures required by the rules and update them as necessary to ensure their continued effectiveness. The FTC and the other federal agencies drafted the regulations regarding written policies as to allow for some flexibility depending on a furnisher's particular business model.

These guidelines should be closely reviewed when devising written policies as they provide examples and additional insight of the regulations. Sections II and III of Appendix A – “Establishing and Implementing Policies and Procedures” and “Specific Components of Policies and Procedures” – should be particularly helpful when drafting written policies and procedures as these sections provide more detail about the specific components a typical company's policies should include.

Direct Dispute Rule

This rule implements a provision in the FACT Act that provides consumers with a broad right to directly dispute inaccurate information in their consumer report with the entity that furnished the information. This rule also applies to ICC's clients who receive a direct dispute of their account ICC reported to the CRA's.

The direct dispute rule requires data furnishers to conduct a reasonable investigation of a dispute submitted directly to the furnisher by a consumer concerning the accuracy of any information contained in the consumer's credit report if the dispute relates to:

- The consumer's liability for a credit account.
- The terms of a credit account.
- The consumer's performance or conduct related to an account; or
- Any other information related to the consumer's credit standing, character or reputation.

The direct dispute rule requires consumers to provide certain information with their disputes in order to trigger the data furnisher's duty to investigate the dispute. The consumer's dispute must provide:

1. Sufficient information to identify the account or other relationship that is in dispute, such as an account number, the name and address and telephone number of the consumer; if applicable;
2. Specific information the consumer is disputing and an explanation of the basis for the dispute; and
3. All supporting documentation or other information reasonably required by the furnisher to substantiate the basis of the dispute. This documentation may include, for example, a copy of the relevant portion of the consumer report that contains the allegedly inaccurate information; a police report; a fraud or identity affidavit; a court order; or account statements.

Although the direct dispute rule does not explicitly require a direct dispute to be in writing, the rule includes a section explicitly detailing what to address a dispute must be sent. It is the opinion of the American Collector's Association the inclusion of an address requirement has the effect of requiring direct disputes to be submitted to the furnisher in writing.

A furnisher is not required to investigate a direct dispute unless the dispute is sent to the address provided by the furnisher. The address provided can be listed on the consumer report, or the address can be an alternate address if it is clearly and conspicuously specified by the furnisher for submitting direct disputes and was provided to the consumer in writing or electronically. Thus, a data furnisher can avoid the duty to investigate disputes sent to an incorrect address so long as it has communicated the correct address to which consumers should submit disputes.

Although a data furnisher is generally required to investigate a direct dispute from a consumer, the rule provides some exceptions when a reasonable investigation is not required. A furnisher is not required to investigate a direct dispute if an exception enumerated by the rule applies or if the furnisher determines the dispute is frivolous or irrelevant.

Exceptions

A data furnisher is not required to conduct an investigation if the dispute is related to:

- The consumer's identifying information, such as the consumer's name, date of birth, Social Security number, telephone number(s) or address(es).
- The identity of past or present employers.
- Inquiries or requests for a consumer report.
- Information derived from public records, such as judgments, bankruptcies, liens and other legal matters.
- Information related to fraud alerts or active duty alerts.
- Information provided to a consumer reporting agency by another furnisher.

Furthermore, one exception particularly relevant for the collection industry is that a furnisher is not obligated to investigate a direct dispute if the furnisher has a reasonable belief that the direct dispute was submitted or prepared on behalf of, or submitted on a form supplied to the consumer by a credit repair organization or any entity that would be defined as a credit repair organization, if not for its nonprofit status.

Thus, the ability to dispute items directly with a furnisher does not extend to credit repair organizations. A credit repair organization cannot trigger a reinvestigation by contacting a furnisher directly on behalf of a consumer.

Additionally, this exclusion applies to forms prepared by such organizations; thus, a consumer cannot trigger a reinvestigation by submitting a dispute form to a data furnisher on a form supplied to the consumer by a credit repair organization.

Frivolous or Irrelevant Dispute

A data furnisher is not required to investigate a dispute if it is deemed frivolous or irrelevant. A dispute may be deemed frivolous or irrelevant if:

1. The consumer did not provide sufficient information to investigate the disputed information as outlined above; or
2. The dispute is substantially the same as a dispute previously submitted by or on behalf of the consumer, regardless of whether the dispute had been previously submitted directly or through a Credit Reporting Agency (CRA), so long as the consumer has not provided additional supporting information regarding the dispute.

If a data furnisher determines a dispute is frivolous or irrelevant, the furnisher must notify the consumer of its determination within 10 business days of making the determination by mail or other means if authorized by the consumer. The notice must contain the furnisher's reasons for making the determination and identify what information is necessary to investigate the disputed information.

Duties upon Receiving a Valid Dispute

Upon receipt of a valid dispute data furnishers are required to conduct a "reasonable" investigation. The FTC and other federal agencies determined this is consistent with how courts have interpreted a furnisher's duty to conduct an investigation under the applicable sections of the FCRA.

After receiving a valid dispute notice from a consumer, a furnisher must:

1. Conduct a reasonable investigation with respect to the disputed information.
2. Review all relevant information provided by the consumer with the dispute notice.
3. Complete its investigation of the dispute and report the results within 30 days. If the consumer provides additional relevant information after the start of an investigation, the furnisher will have 45 days to complete the investigation.
4. If the investigation finds that the information reported was inaccurate promptly notify each Credit Reporting Agency (CRA) to which furnisher provided inaccurate information of that determination and provide to the CRA any correction to the information that is necessary to make the information provided to the furnisher accurate.

Disputes under the FDCPA and FCRA

As previously noted, the rules expressly state the obligation to reasonably investigate a direct dispute applies to a furnisher who is also a debt collector. Under both the Fair Debt Collection Practices Act (FDCPA) and the Fair Credit Reporting Act (FCRA), when a consumer disputes information that is a part of a consumer credit report, a debt collector who is also a furnisher must notify the CRA of the consumer's dispute.

This is true whether the consumer disputes the account verbally or in writing. Furthermore, direct written disputes under the FDCPA and FCRA require additional duties of debt collectors. In the event a dispute is received from a consumer, be it written or verbal, the debt should be marked as disputed on the consumer's credit report. This will be true in all instances when a consumer disputes a debt, so long as the debt is not being reported to a CRA.

FTC Advisory Opinion

The FTC released an advisory opinion concurrently with the adoptions of the rules resolving a potential conflict between the FDCPA and the FCRA that arises when a consumer requests a debt collector cease communication, but also submits a dispute about information the debt collector has furnished to a CRA.

The FTC stated in its opinion that if a consumer directly disputes information in his or her consumer report with a debt collector after sending a written cease communication request to the collector, the debt collector does not violate Section 805(c) of the FDCPA if the collector's communication to the consumer is solely to inform the consumer his or her dispute is frivolous or irrelevant in compliance with rule of the FCRA.

As a result, even if a consumer has asked a debt collector to stop communicating about a debt, the debt collector must still respond to the consumer's direct dispute, as required by the new rules under the FCRA.

Limitations on Liability

In general, furnishers are exempt from a private suit stemming from a violation of the duty to conduct an investigation based upon receipt of a dispute directly from a consumer. Still, the FTC and state attorneys general are obligated to enforce this section of the FCRA and may levy fines as well as injunctive relief.

More Information

Additional information regarding these rules, publications for businesses and the full text of the FCRA and FACT Act is available thru the Federal Trade Commission's Website at www.ftc.gov/credit

Schedule of Pre-Collect Plus Fees

- One notice and listing
on credit file as a collection account.....\$4.75
Initial and Date

- Two notices and listing
on credit file as a collection account.....\$5.45
Initial and Date

- Three notices and listing
on credit file as a collection account.....\$6.25
Initial and Date

Please initial and date one option only.

Initial and Date

Please E-mail or fax completed (initial and date) Schedule of Pre-Collect Plus Fees to:
devae.hanks@datamax.com
Fax: 800-522-2396/336-777-3585
Sales Client Services
DataMax Corporation
PO Box 3136
Winston-Salem, NC 27102-3136

Interstate Credit Collections
A Century of Experience

ACCOUNT LISTING SHEET
P O Box 3136
Winston-Salem, NC 27102-3136
336-777-3555 or 800-722-2141
Fax: 336-777-3520 or 800-522-2396
NC Dept. of Insurance Permit No. 100785

Pre Collect Plus Letter Series (Will list on credit file)

- 1 Letter (\$4.75)
- 2 Letters (\$5.45)
- 3 Letters (\$6.25)

The accounts below are assigned to you for collection subject to your established rates while accounts are in your office, whether the payments are made to you or to us. We will promptly report all payments received by us. You are authorized and directed to act as our agent to endorse checks given in payment of accounts and in placing out-of-town accounts with bonded agents.

Preventing Duplicate Accounts to our Office: We try to identify duplicate accounts that are sent to us in error. Due to the large volume we receive it is sometimes difficult to detect them all. Please review your previous acknowledgements prior to placing new accounts to be sure accounts have not been placed with us. Duplicate reporting to the credit file may cause confusion for the patient/debtor. If you find an error, please report it to us immediately. This information will help create a smooth process that will enable us to insure maximum efficiency in the collection of your accounts.

Thank you for your cooperation and your business!

Your Client No. _____ Your Company Name _____ Your Phone No. (____) _____

Client Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Signature: _____ Date: _____

FULL NAME (RESPONSIBLE PARTY): _____ SPOUSE NAME _____ JOINT ACCT YES NO

CHARGES ARE FOR (IF DIFFERENT FROM RESPONSIBLE PARTY) _____

ACCOUNT # _____ CURRENT BALANCE _____ PLEASE ADD CHECK FEE OF \$ _____ (IF APPLICABLE)

DATE OF SERVICE _____ DATE OF LAST PAYMENT _____ DATE OF DELINQUENCY _____

STREET ADDRESS/LAST KNOWN ADDRESS _____

CITY _____ STATE _____ ZIP _____

SSN OF RESP. PARTY _____ SPOUSE SSN _____

HOME PHONE # (____) _____ CELL PHONE # (____) _____ WORK # (____) _____

DATE OF BIRTH (RESP. PARTY) _____ Has this account been previously placed with another agency? YES NO Has a judgment been filed? YES NO

FULL NAME (RESPONSIBLE PARTY): _____ SPOUSE NAME _____ JOINT ACCT YES NO

CHARGES ARE FOR (IF DIFFERENT FROM RESPONSIBLE PARTY) _____

ACCOUNT # _____ CURRENT BALANCE _____ PLEASE ADD CHECK FEE OF \$ _____ (IF APPLICABLE)

DATE OF SERVICE _____ DATE OF LAST PAYMENT _____ DATE OF DELINQUENCY _____

STREET ADDRESS/LAST KNOWN ADDRESS _____

CITY _____ STATE _____ ZIP _____

SSN OF RESP. PARTY _____ SPOUSE SSN _____

HOME PHONE # (____) _____ CELL PHONE # (____) _____ WORK # (____) _____

DATE OF BIRTH (RESP. PARTY) _____ Has this account been previously placed with another agency? YES NO Has a judgment been filed? YES NO

FULL NAME (RESPONSIBLE PARTY): _____ SPOUSE NAME _____ JOINT ACCT YES NO

CHARGES ARE FOR (IF DIFFERENT FROM RESPONSIBLE PARTY) _____

ACCOUNT # _____ CURRENT BALANCE _____ PLEASE ADD CHECK FEE OF \$ _____ (IF APPLICABLE)

DATE OF SERVICE _____ DATE OF LAST PAYMENT _____ DATE OF DELINQUENCY _____

STREET ADDRESS/LAST KNOWN ADDRESS _____

CITY _____ STATE _____ ZIP _____

SSN OF RESP. PARTY _____ SPOUSE SSN _____

HOME PHONE # (____) _____ CELL PHONE # (____) _____ WORK # (____) _____

DATE OF BIRTH (RESP. PARTY) _____ Has this account been previously placed with another agency? YES NO Has a judgment been filed? YES NO

our Client No. _____ Your Company Name _____ Your Phone No. (____) _____
Client Address: _____ City: _____ State: _____ Zip: _____ nm
Contact Person: _____ Signature: _____ Date: _____

FULL NAME (RESPONSIBLE PARTY): _____ SPOUSE NAME _____ JOINT ACCT YES NO
CHARGES ARE FOR (IF DIFFERENT FROM RESPONSIBLE PARTY) _____
ACCOUNT # _____ CURRENT BALANCE _____ PLEASE ADD CHECK FEE OF \$ _____ (IF APPLICABLE)
DATE OF SERVICE _____ DATE OF LAST PAYMENT _____ DATE OF DELINQUENCY _____
STREET ADDRESS/LAST KNOWN ADDRESS _____
CITY _____ STATE _____ ZIP _____
SSN OF RESP. PARTY _____ SPOUSE SSN _____
HOME PHONE # (____) _____ CELL PHONE # (____) _____ WORK # (____) _____
DATE OF BIRTH (RESP. PARTY) _____ Has this account been previously placed with another agency? YES NO Has a judgment been filed? YES NO

FULL NAME (RESPONSIBLE PARTY): _____ SPOUSE NAME _____ JOINT ACCT YES NO
CHARGES ARE FOR (IF DIFFERENT FROM RESPONSIBLE PARTY) _____
ACCOUNT # _____ CURRENT BALANCE _____ PLEASE ADD CHECK FEE OF \$ _____ (IF APPLICABLE)
DATE OF SERVICE _____ DATE OF LAST PAYMENT _____ DATE OF DELINQUENCY _____
STREET ADDRESS/LAST KNOWN ADDRESS _____
CITY _____ STATE _____ ZIP _____
SSN OF RESP. PARTY _____ SPOUSE SSN _____
HOME PHONE # (____) _____ CELL PHONE # (____) _____ WORK # (____) _____
DATE OF BIRTH (RESP. PARTY) _____ Has this account been previously placed with another agency? YES NO Has a judgment been filed? YES NO

FULL NAME (RESPONSIBLE PARTY): _____ SPOUSE NAME _____ JOINT ACCT YES NO
CHARGES ARE FOR (IF DIFFERENT FROM RESPONSIBLE PARTY) _____
ACCOUNT # _____ CURRENT BALANCE _____ PLEASE ADD CHECK FEE OF \$ _____ (IF APPLICABLE)
DATE OF SERVICE _____ DATE OF LAST PAYMENT _____ DATE OF DELINQUENCY _____
STREET ADDRESS/LAST KNOWN ADDRESS _____
CITY _____ STATE _____ ZIP _____
SSN OF RESP. PARTY _____ SPOUSE SSN _____
HOME PHONE # (____) _____ CELL PHONE # (____) _____ WORK # (____) _____
DATE OF BIRTH (RESP. PARTY) _____ Has this account been previously placed with another agency? YES NO Has a judgment been filed? YES NO

FULL NAME (RESPONSIBLE PARTY): _____ SPOUSE NAME _____ JOINT ACCT YES NO
CHARGES ARE FOR (IF DIFFERENT FROM RESPONSIBLE PARTY) _____
ACCOUNT # _____ CURRENT BALANCE _____ PLEASE ADD CHECK FEE OF \$ _____ (IF APPLICABLE)
DATE OF SERVICE _____ DATE OF LAST PAYMENT _____ DATE OF DELINQUENCY _____
STREET ADDRESS/LAST KNOWN ADDRESS _____
CITY _____ STATE _____ ZIP _____
SSN OF RESP. PARTY _____ SPOUSE SSN _____
HOME PHONE # (____) _____ CELL PHONE # (____) _____ WORK # (____) _____
DATE OF BIRTH (RESP. PARTY) _____ Has this account been previously placed with another agency? YES NO Has a judgment been filed? YES NO

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 9/20/10

Action Agenda Item No. 4/1b
(Central Admin. use only)

SUBJECT: Favorite Healthcare Staffing

DEPARTMENT: Public Health

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:

Phillip Tarte

TELEPHONE NUMBERS:

704-296-4800

DEPARTMENT'S RECOMMENDED ACTION: Accept the contract extension for nurse staffing at the Union County Jail per the contract with Favorite Healthcare.

BACKGROUND: Upon request by the Health Director or a designee from Jail Health Staff at the Union County Jail, Favorite health care provides temporary employees for use 24/7/365. The agency contracts nursing for medical coverage during off hours, staff vacancies, absences or other gaps in service provision. Favorite Healthcare is one of many temporary staffing agencies solicited for medical coverage. Standard contract hiring practices follow Favorite such as license verification, certification, and competency testing.

The assignment of Favorite employees is made at our request for consideration for the skills and expertise of the employee, the needs of the clients we serve and ultimately the clients and staffs acceptance regarding the suitability of the employee to perform the duties of the assignment.

Our agency has contracted with Favorite for the past 24 months and look to continue our relationship if the need arises for coverage.

FINANCIAL IMPACT: \$40,000 designated for staffing services as needed.

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

2585

Party/Vendor Name: Favorite Healthcare

Party/Vendor Contact Person: Ken LaOrden, VP Contact Phone: 800-676-3456

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

Address: 7255 W. 98th Terrace, Suite 150 City: Overland Park State: KS Zip: 66212

Department: Health Amount: \$40,000

Purpose: Contract medical staffing for Inmate Health

Budget Code(s)(put comma between multiple codes): 10543135-1080

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: Nov. 25, 2010

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: 9/8/10

Approval by Board **ATTORNEY** This document has been reviewed and approved by the

Approval by Manager (less than \$20,000) Attorney and stamp affixed thereto. Yes No

Approval by Manager per authorization of Board

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

Approval by Manager subject to authorization by Board Date: 9-29-10

Date Board authorization requested: 10/4/10

Clerk to confirm authorization given _____

Use Standard Template **RISK MANAGEMENT**

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

OR See Working Copy OR No Insurance Required Current COI on file

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: [Signature] Date: 9/16/10

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: _____

Date Received: _____ **BUDGET AND FINANCE**

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: _____

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2010, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 N. Main Street, Monroe, N.C. 28112, hereinafter referred to as "Union," acting through the Union County Health Department and FAVORITE HEALTHCARE STAFFING, INC., whose address is 7255 W. 98th Terrace, Suite 150, Overland Park, K.S. 66212, hereinafter referred to as "Favorite." Upon its Effective Date, as defined in Section 17 below, this Agreement shall supersede all prior agreements between the parties, including, but not limited to, the one dated November 5, 2009.

WITNESSETH

WHEREAS, Union desires that Favorite provide the services of temporary employees for use by the Union County Health Department in the Union County Health Department and/or the Union County Jail; and

WHEREAS, Favorite is willing to provide these services.

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. JOBS TO BE PERFORMED. Upon request by the Health Director, hereinafter the "Director," or his designee, Favorite shall provide the services of Favorite employees for temporary use by the Union County Health Department in the Union County Health Department and/or the Union County Jail. These employees shall work during the dates and times specified by the Director. The parties agree to the terms found in the "Favorite Healthcare Staffing, Inc. Standard Terms and Conditions of Service" as modified, attached to this contract and incorporated herein by reference. When providing the services of Favorite employees for temporary use by the Union County Health Department, Favorite agrees to use the standard hiring practices listed in the "Standard Hiring Practices" attached to this contract and incorporated herein by reference. Union, in its sole discretion, may terminate the services of a Favorite employee for unsatisfactory job performance, incompetence, negligence, or misconduct and require that employee to immediately leave the premises of the Union County Health Department or the Union County Jail. In such event, Union shall promptly notify (within 24 hours) Favorite of the termination. Union shall only be obligated to compensate Favorite for the actual time worked by the terminated Favorite employee.

2. TERMS OF PAYMENT. Union shall pay Favorite in accordance with the rate schedule in the attached letter dated October 24, 2001 as modified, incorporated herein by reference. The Director, or his duly authorized designee, must approve the hourly rate for each

employee utilized. Favorite shall invoice Union on a weekly basis for services provided the preceding week. Union shall pay the verified invoice amount within twenty (20) days of receipt of invoice by Union's Finance Office. Prior to payment, Favorite shall provide to Union its federal identification number. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services. Amounts expended pursuant to this Agreement shall not exceed Forty Thousand Dollars (\$40,000) without written amendment hereto.

3. INSURANCE. At Favorite's sole expense, Favorite shall procure and maintain during the term of this agreement the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$3,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$5,000	Medical Expense Limit

C. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

Favorite shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

A. Favorite's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

Policy endorsement for Additional Insured status shall be provided to Certificate Holder within sixty (60) days of inception of contract.

- B. Before commencement of any work or event, Favorite shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Favorite shall have no right of recovery or subrogation against Union (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Union shall have no liability with respect to Favorite's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Favorite.
- E. All certificates of insurance shall be on approved ACORD 25 form and shall provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice. Notwithstanding the notification requirements of the insurer, Favorite hereby agrees to notify Certificate Holder immediately if any policy is cancelled or changed.
- F. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: Health
 - Contract #: 2585
- G. Insurance procured by Favorite shall not reduce nor limit Favorite's contractual obligation to indemnify, save harmless and defend Union for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event Favorite receives Notice of Cancellation of Insurance required pursuant to this Agreement, Favorite shall immediately cease performance of all services and shall provide Notice to Union County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

- J. If Favorite is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Favorite shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

4. INDEMNIFICATION. Favorite agrees to protect, defend, indemnify and hold Union County, the Union County Health Department, the Union County Sheriff's Office, their respective officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character to the extent arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or to the extent arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Favorite, its officers, employees, subcontractors or agents. Favorite further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

5. HIPAA. Favorite agrees to the terms in the HIPAA Addendum, attached and incorporated herein by reference.

6. FEDERAL, STATE, AND LOCAL PAYROLL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Union on behalf of Favorite or the employees of Favorite. Employees of Favorite shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

7. NOTICE TO FAVORITE REGARDING ITS TAX DUTIES AND LIABILITIES. Favorite understands that Favorite is responsible to pay, according to law, income tax on behalf of its employees.

8. UNION NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers compensation insurance shall be obtained by Union concerning Favorite or the employees of Favorite. Favorite shall comply with the workers' compensation law concerning Favorite and the employees of Favorite.

9. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

10. NO AUTHORITY TO BIND UNION. Favorite has no authority to enter into contracts or agreements on behalf of Union. This agreement does not create a partnership or any form of agency between the parties.

11. DECLARATION BY INDEPENDENT CONTRACTOR. Favorite declares that Favorite has complied with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the work to be performed under this agreement.

12. DHHS CERTIFICATIONS. The parties agree that the attached "Department of Health and Human Services Division of Public Health Federal Certifications," executed by Favorite, is incorporated herein by reference.

13. CHOICE OF LAW. Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of North Carolina.

14. ENTIRE AGREEMENT. This agreement, including the attached "Favorite Healthcare Staffing, Inc. Standard Terms and Conditions of Service" as modified, the attached "Standard Hiring Practices," the attached letter to Client dated October 24, 2001 as modified, the attached "HIPAA Addendum," and the attached "Department of Health and Human Services Division of Public Health Federal Certifications," constitutes the entire agreement of the parties.

15. SEVERABILITY. If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

16. AMENDMENTS. This agreement may be supplemented, amended or revised only in writing by agreement of the parties.

17. TERM. This agreement shall commence as of November 25, 2010 (the "Effective Date"), and shall continue for a term of one year, provided that either party may terminate this Agreement without cause upon not less than ten (10) days written notice to the other party.

18. RECORDS. Favorite shall maintain accurate and detailed records, in accordance with generally accepted accounting principles, consistently applied, of all expenditures or costs relating to any work performed pursuant to this Agreement. For all work being performed pursuant to this Agreement, Union has the right to inspect, examine, and make copies of any and all books, accounts, records and other writings relating to the performance of the work. If the work is being performed on a fixed price basis, Union has the above specified rights for all extra work and/or change orders under this contract. Such audit rights shall be extended to Union or to any representative designated by Union. Audits shall take place at times and locations mutually agreed upon by both parties, although Favorite must make the materials to be audited available within one (1) week of the request for them. In the event any such audit concludes that funds provided pursuant to this Agreement have been expended in a manner inconsistent with the

provisions of this Agreement, then Favorite agrees to refund to Union any such funds so expended.

19. SUBCONTRACTING/ASSIGNMENT. Favorite shall not subcontract or assign any of the work contemplated under this Agreement without prior written approval from Union. Any approved subcontract or assignment shall be subject to all conditions of this Agreement. Favorite shall be responsible for the performance of all of its subcontractors.

20. DRUG AND ALCOHOL TESTING. Favorite agrees to test its employees who will be involved in direct patient health care services for Union for drugs and alcohol, including random drug testing, in a manner that is consistent with the Union County Drug and Alcohol Free Workplace Policy, as amended, and applicable law. If a Favorite employee does not pass a drug or alcohol test, Favorite shall not use such employee in completing the services Favorite is to provide pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed, this the day and year first above written.

ATTEST:

UNION COUNTY

BY: _____
Lynn West, Clerk to the Board

BY: _____
Wes Baker, Interim County Manager

ATTEST:

FAVORITE HEALTHCARE STAFFING,
INC.

BY: _____

BY: _____

APPROVED AS TO LEGAL FORM CPM

**FAVORITE HEALTHCARE STAFFING, INC.
STANDARD TERMS AND CONDITIONS OF SERVICE**

~~This document describes the standard terms and conditions for the provision of services by Favorite Healthcare Staffing, Inc. to its clients. In the event any of these terms and conditions conflict with other arrangements agreed upon in writing or stated in a Favorite Healthcare Staffing, Inc. billing rate letter, such other terms and conditions shall apply. Changes to these standard terms and conditions of service may occur from time to time and will be published at the favoriteurses.com web site.~~

Int. AUG
K

THE RESPONSIBILITIES OF FAVORITE HEALTHCARE STAFFING, INC.

Int. AUG
K

~~Favorite Healthcare Staffing, Inc. agrees to assume responsibility to:~~

- Provide services in conformance with all Joint Commission standards applicable to Health Care Staffing Services ~~and all other applicable law.~~ Int. AUG K
- Provide service coordinator staff on a 24 hour per day, 365 day per year basis to receive and process service requests and changes. Int. AUG K
- Match client service requests with Temporary Healthcare Personnel (THPs) who are properly screened and qualified in accordance with our standard hiring practices. ~~and all applicable law.~~ Int. AUG K
- Provide clients, upon request, with documentation of the skills and qualifications of assigned personnel, either via e-mail or facsimile.
- Instruct all THPs to always carry on their person an original license, evidence of current CPR and any applicable specialty certifications, for immediate client inspection.
- Assume sole responsibility as the employer of record for the payment of wages to THPs and for the withholding of applicable federal, state and local income taxes, the making of required Social Security tax contributions, and the meeting of all other statutory employer responsibilities (including, but not limited to, unemployment and worker's compensation insurance, payroll excise taxes, etc.).
- Comply with all other applicable federal, state, and local laws governing the employer/employee relationship (including, but not limited to wage and hours laws, the Family Medical Leave Act, and the Health Insurance Portability and Accountability Act of 1996 [HIPAA]).
- Maintain a system ~~that conforms with the requirements of applicable law~~ documenting, tracking and reporting unexpected incidents, including errors, unanticipated deaths and other events, injuries, and safety hazards relating to the care and services provided. Int. AUG K
- ~~• Maintain general liability insurance and professional liability insurance with limits equal to or greater than \$1,000,000 per occurrence and \$3,000,000 aggregate and to provide certificates of insurance on request.~~ Int. AUG K
- Not use subcontractors in the ~~usual~~ course of providing staffing services. ~~Subcontracting is only utilized pursuant to management services agreements.~~ Int. AUG K
- Not discriminate in employment with respect to race, religion, sex, creed, disability or national origin in compliance with all applicable laws including Title VII of the Civil Rights Acts of 1964, or any of its amendments, and the Americans with Disabilities Act.
- Comply with Section 1861(v) of the Social Security Act, and, therefore, for a period of four years, make available upon written request such books, documents and records as are necessary to certify the nature and extent of the cost of providing services.

THE ROLE OF THE CLIENT

Our clients agree to:

- Make final determination of the suitability of THP documented competencies and experience as presented by Favorite Healthcare Staffing, Inc. for the designated assignment.
- Provide orientation which, at minimum, includes the review of policies and procedures regarding medication administration, documentation procedures, patient rights, infection control, and Fire and Safety
- Manage Favorite Healthcare Staffing, Inc.' THPs consistent with their own policies and procedures and address any incident consistent with those policies and procedures.
- Recognize Favorite Healthcare Staffing, Inc.' policy regarding the floating of staff whereby THPs are instructed not to accept a floating assignment if they do not have the skills required to perform a competent level of care.
- Assist Favonte Healthcare Staffing, Inc. with the periodic evaluation of THP job performance.
- Promptly notify (within 24 hours) Favorite Healthcare Staffing, Inc. of any unsatisfactory job performance or action taken to terminate the services of a THP due to incompetence, negligence, or misconduct. In such event the client shall only be obligated to compensate Favonte Healthcare Staffing, Inc. for actual time worked by the THP.
- File an internal complaint if unable to resolve a problem or complaint at the branch or department level. A copy of our Client Grievance Policy is available on our website at www.favoritestaffing.com or by calling our corporate office at 800-676-3456. Client may submit a grievance in writing to the corporate office by mail or by email to favoritejobs@favoritestaffing.com. **This does not limit Client's right to file suit in a court of law.** Int. AWG
- Provide at least two hours notice of any cancellation of assignment or accept responsibility for payment of two hours of service at the applicable rate. Int. AWG
- Timely and accurately approve an appropriate employee assignment record, sign-in-sheet, etc. reflecting the actual net time (i.e. excluding meal breaks, etc.) worked by THP. If the client requires the THP to provide additional information such as nursing notes, narratives, etc., the client approval acknowledges the receipt of such additional information.
- Remit payment for services upon receipt of invoice. In the event the client questions any amounts invoiced, an explanation of any items in question must be received by Favorite Healthcare Staffing, Inc.' Accounts Receivable department within 20 days. This notification must be made by one of the following means: Int. AWG
 - By telephone: (800) 676 - 3456
 - By fax: (888) 870 - 6526
 - By e-mail: accountsreceivable@favoritestaffing.com
 - By U.S. mail to: Favorite Healthcare Staffing, Inc.
Attn.: Accounts Receivable
7255 W. 98th Terr., Suite 150
Overland Park, Kansas 66212
- Pay interest equal to 1.5% per month plus cost and disbursements, including reasonable attorney and/or collection fees, incurred in the collection of the client's account in the event client fails to remit payment within 90 days from the invoice date.
- Not employ a Favorite Healthcare Staffing's THP ~~either directly or indirectly~~, for a period of 90 days following the THP's completion of any work assignment in the case of a Per Diem THP, or following 26 weeks of service for a THP who is a Travel Nurse, unless this right is specifically protected in accordance with state and/or local law. If applicable, the client must give Favorite Healthcare Staffing, Inc. notice of intent to hire its THP and observe the waiting period or, in the event the client does not observe these conditions, the client agrees to pay Favorite Healthcare Staffing, Inc. a placement fee in accordance with its current published rate schedule. A Traveler THP is any THP provided by Favorite Healthcare Staffing, Inc. for whom a confirmation of terms of an assignment of more than 4 weeks in duration has been made by client; otherwise, the THP is considered a Per Diem THP for the purpose of this provision. Int. AWG

FEES

~~Fees for service are those Favorite Healthcare Staffing, Inc. rates in effect for the applicable metropolitan area, classification of employee and area of specialty for the service provided unless otherwise stated in a bill rate letter specifically addressed to the client. Differentials may apply for evening and night shifts, weekends, holidays and charge positions. Services by a THP beyond 40 hours within Favorite Healthcare Staffing, Inc. work week are billed at one and one-half times the regular rate unless other overtime rules apply in accordance with local law. Favorite Healthcare Staffing, Inc. work week begins Saturday with the 7-3 shift and ends with the Friday 11-7 shift. Weekend rates will begin with the 3-11 shift on Friday and end with the 11-7 shift on Sunday. Clients will receive written notice of any rate changes.~~ Int. AWG



Joint Commission
Health Care Staffing Services
Certification



Standard Hiring Practices

The following documentation is collected and retained in the personnel file:

LICENSE VERIFICATION/COPY: the employee's license/certification verified with the state, unless the state does not offer verification. In addition, a copy of the license/certification is made.

CERTIFICATIONS: copies of a current C.P.R. card and other certifications (ACLS, PALS, etc.) as required.

SKILLS INVENTORY: a comprehensive skills inventory appropriate to job classification and age-specific self-assessment.

PICTURE IDENTIFICATION: a photo I.D. from a reliable source.

PRE-EMPLOYMENT DRUG SCREENING: all applicants are subjected to a 10 panel drug screen and otherwise tested in accordance with applicable regulatory requirements.

CRIMINAL BACKGROUND INVESTIGATION: all applicants are checked in a manner compliant with the requirements of our clients and always in accordance with government regulations.

ANNUAL TRAINING AND ORIENTATION: evidence of a yearly review of Fire & Safety, Infection Control, Hazardous Wastes, Joint Commission Patient Safety Goals and OSHA standards is required of all Favorite Healthcare Staffing, Inc. employees.

REFERENCES: At least two satisfactory written or verbal references verifying work performance in applicable clinical areas.

HEALTH/TB TEST: A health statement by a physician including TB within the past year/or chest x-ray. Other specific health requirements as directed by client or state health guidelines. Each applicant must have received the Hepatitis B vaccination series or have provided a signed declination.

TESTING: Documentation of applicants' competency tests for most clinical staffing areas. A passing grade of 80 percent or better must be obtained. Certain specialty areas and paraprofessional testing may be replaced with client interview or other evaluation.

Interview, Placement and Orientation:

- Prospective employees are interviewed by the branch director or designee. During the interview, emphasis is placed upon work history, clinical expertise and review of the testing results.
- Information is provided to applicants regarding performance requirements, Favorite's policies and procedures and, in many cases, specific policies and procedures of client institutions.
- The assignment of employees is made with consideration for the skills and expertise of the employee, the needs of the client and ultimately the client's acceptance of the suitability of the employee to perform the duties of the assignment.
- Favorite Healthcare Staffing, Inc. assists its client institutions, as requested, with implementation of their orientation policies and procedures.



Joint Commission
Health Care Staffing Services
Certification



October 24, 2001

Dear Client,

Effective November 24, 2001, the following hourly billing rates will take effect for Non Acute Facilities, served by our Charlotte branch. Rates are subject to change with a written notice.

	WEEKDAY			WEEKEND		
	7-3	3-11	11-7	7-3	3-11	11-7
RN	\$49.95	\$51.95	\$53.95	\$55.95	\$58.95	\$58.95
LPN/LVN	\$34.95	\$36.95	\$38.95	\$42.95	\$45.95	\$45.95
CNA	\$23.95	\$23.95	\$24.95	\$26.95	\$26.95	\$26.95
CNAII/MOA/MT	\$25.95	\$25.95	\$26.95	\$28.95	\$28.95	\$28.95

Int. ALG
KJ

All charge positions will be billed at \$2.00 above the regular rate. Favorite's work week begins on Saturday with the 7-3 shift and ends with the Friday 11-7 shift. Please note that the weekend rates will begin with the 3-11 shift on Friday and end with the 11-7 shift on Sunday.

The following holidays will be charged at 1 1/2 times regular rate:

1. New Year's Eve (3-11, 11-7)
2. New Year's Day (all shifts)
3. Easter Sunday (all shifts)
4. Memorial Day (all shifts)
5. July 4th (all shifts)
6. Labor Day (all shifts)
7. Thanksgiving Eve (11-7)
8. Thanksgiving Day (7-3, 3-11)
9. Christmas Eve (3-11, 11-7)
10. Christmas Day (all shifts)

The above rates include all payroll expenses, taxes, liability insurance, worker's compensation and bonding.

Minimum billing rate once supplemental personnel have started to work is ² hours. A criminal background check and drug screen will be performed on all Temps prior to working at Client.

Int. ALG
KJ

Overtime rates will apply as indicated by local labor statute. Any employee working beyond a 40 hour work week will be billed at time and one-half. In case of questions please contact our local office at (704) 531-9315.

for the Union County Health Department

Please review our ~~Standard Terms and Conditions of Service and Standard Hiring Practices~~ at www.favoritestaffing.com as they may change from time to time.

Int. ALG
KJ

Thank you for your continued trust in our health-care staffing; we are constantly working to continue to earn your trust and confidence in our ability to select quality supplemental personnel.

Sincerely,

Fran Coleman
Contracts & Rates Administration Manager

Page 1 of 1

60NH.b

* 30 days prior

HIPAA ADDENDUM
(BUSINESS ASSOCIATE AGREEMENT)

I. REFERENCES AND DEFINITIONS

(a) "Covered Entity" refers to Union County.

(b) "Business Associate" refers to Favorite Healthcare Staffing, Inc.

(c) "Agreement" refers to the underlying agreement between Covered Entity and Business Associate dated November 25, 2010, pursuant to which Business Associate provides services to Covered Entity involving the use or disclosure of Protected Health Information (defined below).

(d) "HIPAA" or "HIPAA Regulations" refer to those federal regulations created pursuant to Section 261 through 264 of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, found at 45 CFR Parts 160 and 164.

(e) "Protected Health Information" or "PHI" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is reasonable basis to believe the information can be used to identify the individual that is not public. "Protected Health Information" includes, without limitation, "Electronic Protected Health Information," as defined below.

(f) "Electronic Protected Health Information" or "Electronic PHI" means Protected Health Information which is transmitted by, or maintained in, "Electronic Media" (as defined under HIPAA).

(g) "Designated Record Set" means the medical records and billing records about individuals maintained by or for a health care provider; and "Record", as it appears in the phrase Designated Record Set, means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity, including videotapes from diagnostic studies, x-ray films, ultrasound images, and all other types of information.

(h) "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

(i) "HITECH Act" means the "Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5).

(j) “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in 45 CFR 164.402.

(k) All other capitalized terms appearing in this Addendum shall have the definitions set forth under HIPAA.

II. COORDINATION WITH HIPAA

In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of HIPAA, as amended, HIPAA Regulations in effect at the time shall control. Where provisions of this Addendum are different than those mandated under HIPAA, but are nonetheless permitted by HIPAA, the provisions of this Addendum shall control.

The parties agree that, in the event that any provisions of the Agreement are more restrictive than the provisions of this Addendum, the provisions of the more restrictive documentation will control. The provisions of this Addendum are intended to establish the minimum requirements regarding Business Associate’s use and disclosure of PHI.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

(a) Business Associate acknowledges and agrees that all PHI that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

(b) Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Addendum or as required by law.

(c) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required under HIPAA.

(d) Business Associate agrees to provide Covered Entity, upon reasonable request, access to and information about Business Associate’s security and confidentiality policies, processes, and practices that affect PHI of Covered Entity’s patients that has been provided to or created by Business Associate pursuant to this Addendum. To the extent that Business Associate has the ability to access one or more information systems in which Covered Entity electronically stores or maintains PHI, Business Associate further agrees to comply with Covered Entity’s security policies and procedures governing such access.

(e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that

is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

(f) Business Associate agrees to report to Covered Entity's Privacy Officer any use or disclosure of PHI not provided for by this Addendum of which Business Associate becomes aware and any Security Incident of which it becomes aware. Such event shall be initially reported by telephone within 24 hours of Business Associate's knowledge of the event and reported thereafter in writing within five days of the initial telephone call.

(g) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

(h) If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to permit, within 10 days of a request, an individual to inspect or copy PHI contained in that set about the individual under conditions and limitations required under Section 164.524 of the HIPAA Regulations.

(i) If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of Section 164.526 of the HIPAA Regulations.

(j) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity, or, at the request of Covered Entity, to the Secretary of Health and Human Services for the purpose of determining Covered Entity's compliance with HIPAA, in a time and manner designated by Covered Entity or the Secretary.

(k) Business Associate agrees to document any disclosures of and make PHI available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Regulations and Section 13405(c)(3) of the HITECH Act.

(l) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional requirements of the Privacy and Security Rules as applicable to Business Association, including specifically the requirements of 45 CFR 164.308, 164.310, 164.312, and 164.316.

(m) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate.

(n) Business Associate shall not directly or indirectly receive remuneration in exchange for

any protected health information except as specifically authorized by the Agreement and by the HITECH Act Section 13405(d) and its implementing regulations.

(o) Business Associate shall not engage in any communications within the definition of “marketing” in the HITECH Act except as authorized by the Agreement and by the HITECH Act and its implementing regulations.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity. In addition, Business Associate may use or disclose PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate. Business Associate may use and disclose protected health information subject to this Addendum only if such use or disclosure is in compliance with each applicable requirement of 45 CFR 164.504(e) pursuant to the HITECH Act.

V. VIOLATION OF ADDENDUM AS GROUNDS FOR TERMINATION

A material breach of any provision of this Addendum by Business Associate shall give Covered Entity the right to immediately terminate the Agreement. If termination is not feasible, Covered Entity shall report such violation to the Secretary of the Department of Health and Human Services.

VI. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

(a) Upon termination of the Agreement, Business Associate shall, within 10 days, return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

(b) Upon request of Covered Entity, Business Associate shall, within 10 days, return or destroy any PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.

(c) The Business Associate’s obligation to return or destroy PHI upon termination of the Agreement or upon request of Covered Entity, as set forth above, shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the PHI.

(d) If, upon termination or in response to a request by Covered Entity, Business Associate determines that return or destruction of PHI is not feasible, Business Associate shall, within 10 days, notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall

extend the protections of this Agreement to that PHI and limit further uses and disclosures of that PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the PHI.

VII. MISCELLANEOUS

(a) Indemnification. Business Associate shall indemnify and hold the Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including, without limitations, attorneys' fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any breach or alleged breach of this Addendum by Business Associate or subcontractors or agents of Business Associate.

(b) Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum or with HIPAA will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

(c) Survival. The obligations of Business Associate shall survive the expiration, termination, or cancellation of this Addendum, the Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

(d) No Rights in Third Parties. Except as expressly stated herein or in HIPAA, the Parties to this Addendum do not intend to create any rights in any third parties.

(e) Amendment. This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that this Addendum will be automatically amended to conform to any changes in HIPAA as is necessary for a Covered Entity to comply with the current HIPAA requirements. All references in this Addendum to HIPAA mean HIPAA as most recently amended.

(f) Assignment. No Party may assign its respective rights and obligations under this Addendum without the prior written consent of the other Party.

(g) Independent Contractor. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

(h) Governing Law. This Addendum will be governed by the laws of North Carolina.

(i) No Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

(j) Interpretation. Any ambiguity of this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA.

(k) Severability. In the event that any provision of this Addendum is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

(l) Notice. Any notification required in this Addendum shall be made in writing to the representative of the other Party who signed this Addendum or the person currently serving in that representative's position with the other Party.

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH
FEDERAL CERTIFICATIONS**

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action;

OR
 He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

Signature Title

Contracting Agency's Legal Name Date

[This Certification Must Be Signed By The Same Individual Who Signed the Contract.]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) 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. §§1681-1683, and 1685-1686), which prohibits 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 handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

.....

II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies** that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - (e) Notifying the Department within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):
 Street Address No. 1: _____
 City, State, Zip Code: _____
 Street Address No. 2: _____
 City, State, Zip Code: _____
3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended,

determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

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, 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 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 this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Standard Form SF-LLL and its instructions are located at the following URL: <http://www.whitehouse.gov/omb-assets/omb/grants/sflllin.pdf>
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 4, 2010

Action Agenda Item No. 4/1c
(Central Admin. use only)

SUBJECT: Approval of Contract with Turning Point for Domestic Abuse Program Services

DEPARTMENT: Department of Social Services **PUBLIC HEARING:** No

ATTACHMENT(S):
Contract

INFORMATION CONTACT:
Dontae Latson, Director

TELEPHONE NUMBERS:
(704) 296-4301

DEPARTMENT'S RECOMMENDED ACTION: Authorize the County Manager to contract with Turning Point for domestic abuse program services.

BACKGROUND: The Temporary Assistance for Needy Families (TANF) is one of the United State of America's federal assistance programs, administered by the State through local DSS departments. The General Assembly allocates TANF funds to Domestic Violence Programs (TANF-DV). The purpose of these funds is to provide direct services to victims and survivors of domestic violence. The goals of our program are to provide safe shelter for abused persons and to provide effective case management services for abuse victims.

Each year the Union County DSS and our local domestic violence non-profit agency (Turning Point) develop a plan on how these funds will be best utilized in Union County. In previous years, DSS has enjoyed a good working relationship with Turning Point. The plan was approved by the State, and was reviewed by the Union County Social Services Board. An allocation was determined by the State for the County to administer the plan. Our allocation for this fiscal year is \$33,060, which will pay for the cost of the contract.

The following is our process for administering the program:

- *Victims are identified and referred
- *Eligibility is determined by Social Services
- *Eligible families are assisted (may provide assistance with housing, shelter expense, transportation, education expense, counseling, attorney fees and work related expenses)

*Turning Point bills Social Services for cost

*Social Services pays invoice

FINANCIAL IMPACT: No additional County funding required (no General Fund impact).

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

2592

Party/Vendor Name: Turning Point

Party/Vendor Contact Person: Naomi Herndon Contact Phone: 704-283-9150

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: 538 Patton Ave P.O. Box 952 City: Monroe State: NC Zip: 28111-0952

Department: Social Services Amount: \$33,060.00

Purpose: Domestic Violence Assistance

Budget Code(s) (put comma between multiple codes): 10-553101-5381-1450

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: July 1, 2010

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: 9-21-10

Approval by Board **ATTORNEY** This document has been reviewed and approved by the

Approval by Manager (less than \$20,000) 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

Use Standard Template **RISK MANAGEMENT**

[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: Current COI on file

Risk Manager's Signature: [Signature] Date: 9/23/10

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: _____

Date Received: _____ **BUDGET AND FINANCE**

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: _____

COUNTY OF UNION

THIS AMENDMENT, made and entered into as of the _____ day of _____, 2010, by and between UNION COUNTY, a political subdivision of the State of North Carolina acting through the Union County Department of Social Services, hereinafter referred to as "Union," and TURNING POINT, INC., a North Carolina non-profit corporation with principal offices in Union County, North Carolina, hereinafter referred to as "Turning Point," shall modify as indicated that agreement between the parties dated September 20, 2010 (hereinafter referred to as the "Agreement").

W I T N E S S E T H

WHEREAS, the parties have agreed to certain changes to the terms and conditions of the Agreement as set forth below.

NOW, THEREFORE, in consideration of the parties' continuing obligations under the Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Delete Section 2 of the Agreement in its entirety and replace it with the following:
 2. Turning Point shall endeavor to secure one or more of the following services, as needed, for families identified by DSS as eligible to participate in the Program:
 - (a) Emergency/Shelter Care – which costs shall not exceed Four Thousand Five Hundred Fifty Nine Dollars and Twenty Eight Cents (\$4,559.28);
 - (b) Individual and family adjustment services – which shall not exceed Seventy Five Dollars (\$75.00) per hour for professional staff and Forty Five Dollars (\$45.00) per hour for paraprofessional staff. This includes, but is not limited to, counseling, court advocacy, individual assessments, support groups and parenting class facilitators, etc.;
 - (c) Housing assistance – which may include relocation expense deposits, rent assistance up to three (3) months, and emergency housing if shelter is unavailable. Lease must be in client's name. Housing cost shall not exceed One Thousand

Dollars (\$1,000.00) unless approved by Union's Director of Social Services or his designee (the "Director");

- (d) Transportation – which may include car repairs, down payments on vehicles, auto insurance. Transportation costs shall not exceed Eight Hundred Dollars (\$800.00) per family unless approved by the Director;
- (e) Education expenses – which may include the cost of tuition and books. Education expenses shall not exceed Four Hundred Dollars (\$400.00) unless approved by the Director;
- (f) Attorney fees – which shall not exceed One Hundred Twenty Five Dollars (\$125.00) per hour. These fees can be used for any civil action that will enable a victim to be safe and/or economically independent; and
- (g) Miscellaneous expenses – which shall not exceed Five Hundred Dollars (\$500.00). These expenses may include monies needed to help with supplies for work-related expenses, clothing, and monies to remove barriers to reach the goal of self-sufficiency, as approved by the Director.

2. In Section 3 of the Agreement, delete the fifth sentence which reads: "Notwithstanding any other provision of this Agreement to the contrary, amounts expended pursuant to this Agreement shall not exceed Four Thousand Six Hundred Thirty Four Dollars and Twenty Eight Cents (\$4,634.28)," and replace it with the following sentence:

Notwithstanding any other provision of this Agreement to the contrary, amounts expended pursuant to this Agreement shall not exceed Thirty Seven Thousand Six Hundred Ninety Four Dollars and Twenty Eight Cents (\$37,694.28).

3. In the first sentence of Section 6 of the Agreement, delete the date "September 30, 2010," and replace it with "May 31, 2011," such that this sentence shall now read as follows:

This Agreement shall commence July 1, 2010, and continue until May 31, 2011 unless earlier terminated as provided herein.

4. In Section 5 of the Contract Addendum, delete the Mailing Address, City, State, and Zip listed for Turning Point under the heading "IF DELIVERED BY US POSTAL SERVICE," and replace them with the following:

Mailing Address PO Box 952
 City State Zip Monroe, NC 28111-0952

5. Delete Section 6, Maximum Contract Amount and Funding Source(s), of the Contract Addendum, and replace it with the following:

- 6. Maximum Contract Amount and Funding Source(s):**
 The total amount paid by the County to the Contractor under this contract shall not exceed Thirty Seven Thousand Six Hundred Ninety Four Dollars and Twenty Eight Cents (\$37,694.28).
 This amount consists of:

Federal funds. Amount, or percentage, & CFDA# if known: \$37,694.28
 State funds. Amount, or percentage, if known: _____
 County funds. Amount, or percentage, if known: _____
 Other: _____. Amount, or percentage, if known: _____

There are no matching requirements from the Contractor.

6. Except as herein amended, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Amendment to be executed, this the year and the day first above written.

ATTEST:

UNION COUNTY

BY: _____
 Lynn West, Clerk to the Board

BY: _____
 Wes Baker, Interim County Manager

ATTEST:

TURNING POINT, INC.

BY: _____

BY: _____

Approved as to Legal Form _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 4/1d
(Central Admin. use only)

SUBJECT: Internet Service Provider

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

ATTACHMENT(S):
TW Telecom Service order

INFORMATION CONTACT:
Carl Lucas

TELEPHONE NUMBERS:
704-292-2520

DEPARTMENT'S RECOMMENDED ACTION: Approve

BACKGROUND: Presently Union County has two T1 lines to provide for internet communications. A T1 line provides a speed of 1.544 megabits per second. With the amount of traffic to the various web services provided by the County the T1s have become saturated. In an effort to provide adequate bandwidth the County solicited quotes from various vendors that could provide more bandwidth. TW Telecom provided a quote for a 100 megabit connection for \$2,100.00 per month. The other vendors came in at \$2,700.00 per month for the same service.

FINANCIAL IMPACT: The monthly charge for the service should have no increase over what is currently being spent on communications. Presently our agreement with TW Telecom for our PRIs (phone lines for the County) provide for a \$500.00 per month decrease. The T1 line from Verizon Business is \$1,089.37 per month and the T1 line from TW Telecom is \$508.00 per month. We will be terminating the T1 lines, saving \$1,597.37 per month along with the PRI reduction of \$500.00 per month would provide us with \$2,097.37 per month for the proposed 100 megabit connection. Along with the new agreement for the PRIs from TW Telecom, is 20,000 minutes of free long distance per month. The County has been averaging around 14,000 minutes of long distance per month over the years. That free long distance will save the County on average \$700.00 per month. With the new agreements in place, the County should reduce their communications costs by \$697.00 per month and still be able to provide greater bandwidth to those citizens that utilize the internet services provided by the County.

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

2590

Party/Vendor Name: TW Telecom Holdings, Inc.
Party/Vendor Contact Person: Steve Eanes Contact Phone: 704-231-2913
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: 11006 Rushmore Drive City: Charlotte State: NC Zip: 28227
Department: Information Systems Amount: \$25,000/yr for 3yr (75,600 total)
Purpose: Provide Internet connectivity. This will replace the Verizon T1 as well as the TW Telecom T1.
Budget Code(s)(put comma between multiple codes): 10-542109-5321, 10-542100-5491
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: Upon installation
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: *Carl Lucas* Date: 9/15/2010

Approval by Board **ATTORNEY** This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No
Approval by Manager (less than \$20,000)
Approval by Manager per authorization of Board
Date of Board authorization: _____ Attorney's Signature: _____
Approval by Manager subject to authorization by Board
Date Board authorization requested: 10/4/10 Date: _____
Clerk to confirm authorization given

Use Standard Template **RISK MANAGEMENT**
[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: *Veronica Roberts* Date: 9/16/10

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: *Carl Lucas*

Date Received: _____ **BUDGET AND FINANCE**
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: _____

Internet Service Order Form



Contract Classification
RENEWAL

Master Services Agreement on File
 TWTC Standard Terms and Conditions on File

Date of Original on File:	0/0/00
Date of Original on File:	11/13/09

This Service Order is entered into by **tw telecom holdings inc.** by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder (collectively "TWTC") and **Union County** ("Customer"). It is effective upon execution by both Parties ("Effective Date").

The Internet services described herein are governed by TWTC's Standard Terms and Conditions or Master Service Agreement executed by Customer. This Agreement incorporates by reference the attached Service Level Agreement for Internet Services.

In the event Customer terminates Services ordered hereunder prior to the end of the term, for any reason other than TWTC's failure to perform a material term or condition that continues beyond a reasonable cure period after written notice, Customer must promptly pay to TWTC 100% of the monthly recurring charges for the remaining term and, in the case of early termination of Services which are billed on a usage basis, Customer must pay to TWTC an amount equal to the average monthly usage charges billed for the terminated Services during all previous months since the Service was successfully installed and available for Customer's use ("Service Date"), multiplied by the number of months remaining in the Service term.

Customer and the individual signing below represent that such individual has the authority to bind Customer to this Agreement.

Customer Name: Union County	
Service Address: 500 N Main Street,	Billing Address: 500 N Main Street
Monroe, NC 28112-4774	Monroe, NC 28112-4774
Term: 36 Months	

Grand Total (Detailed Price Description Below)	Monthly Recurring Charges "MRC"	\$2,100.00	Non-Recurring Charges "NRC"	\$0.00
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Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

tw telecom holdings Inc.	Customer: Union County
Signature: _____	Signature: _____
Print Name: Travis Noble	Print Name: _____
Title: VP/GM	Title: _____
Date: _____	Date: _____
Sales Person: Steve Eanes	

INTERNET SERVICES	Unit Price	Quantity	Monthly Total	Unit Install	Total Install
Internet Transport					
Ethernet_100Mbps	\$ 276.00	1	\$ 276.00	\$ -	0.00
Internet Access					
100 Mbps	\$ 1,824.00	1	\$ 1,824.00	\$ -	\$ -
DNS					
Primary DNS (11+)					
Secondary DNS (51+)					
DATA SERVICES TOTAL			\$2,100.00		\$0.00
TOTAL MONTHLY RECURRING AND NON-RECURRING CHARGES			\$2,100.00		\$0.00



Internet Services – Union County, North Carolina

Network Availability

tw telecom ("TWTC")'s Internet Services will be available to Customer at least 99.99% of the time in a calendar month ("Network Availability") or Customer will receive service outage credits per the table below. A service outage causing Network non-availability is defined as the inability to transmit and receive data due to a failure in TWTC's equipment or network ("Service Outage"). Credits are based upon a percentage of the monthly recurring charge ("MRC") for the non-performing Internet Service as follows:

Per Service Outage	Percentage Credit
Up to 5 minutes (99.99% availability)	No Credit
5 minutes up to 4 hours	5% of the MRC
4 hours up to 8 hours	10% of the MRC
8 hours up to 12 hours	15% of the MRC
12 hours up to 16 hours	20% of the MRC
16 hours up to 24 hours	35% of the MRC
24 hours or greater	50% of the MRC

Network Latency

TWTC's Internet Services will have an average round-trip transmission of 45 milliseconds ("ms") or less between TWTC Internet points of presence ("POPs") in the forty-eight contiguous United States and an average round-trip transmission of 75 milliseconds or less between TWTC Internet POPs in the forty-eight contiguous states plus Hawaii ("Latency"). If TWTC fails to meet the applicable Latency standard, credits will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Internet Service as follows:

48 Contiguous U.S.	48 Contiguous U.S. + Hawaii	Credits
0.00 to 45.00 ms	0.00 to 75.00 ms	No Credit
45.01 to 55.00 ms	75.01 to 85.00 ms	5% of the MRC
55.01 to 60.00 ms	85.01 to 90.00 ms	10% of the MRC
60.01 to 65.00 ms	90.01 to 95.00 ms	15% of the MRC
65.01 to 70.00 ms	95.01 to 100.00 ms	20% of the MRC
70.01 to 75.00 ms	100.01 to 105.00 ms	35% of the MRC
75.01 ms or greater	105.01 ms or greater	50% of the MRC



Packet Delivery

TWTC's Internet Services will have packet delivery of 99.9% or greater. Packet Delivery is determined by averaging sample measurements taken during the most recent full calendar month between TWTC Internet POPs. If TWTC fails to meet the applicable Packet Delivery objective, credits will be calculated per the table below. Credits are based upon a percentage of the MRC for the non-performing Internet Service as follows:

Packet Delivery	Credits
99.9% or greater	No Credit
99.5% to 99.8%	5% of the MRC
99% to 99.4%	10% of the MRC
98% to 98.9%	15% of the MRC
97% to 97.9%	20% of the MRC
96% to 96.9%	35% of the MRC
Less than 96%	50% of the MRC

On-time Installation

For Internet Services provisioned completely on TWTC's Network, TWTC will complete installation within 12 business days from the date the Service Order is received by TWTC's Provisioning Network Operations Center ("PNOC"). For Off-net Services (provisioned through another provider), TWTC will complete installation within 12 business days from the date the Service Order is received by the PNOC, plus the underlying provider's actual installation interval. If TWTC fails to meet the installation interval, it will provide Customer with a 50% credit off the installation fee set forth in the applicable Service Order.

General Terms Applicable to Service Level Agreement

Customer shall report problems with its Services by contacting TWTC's Customer & Network Reliability Center ("CNRC") at 1-800-829-0420. TWTC will open a trouble ticket and provide a trouble ticket number for tracking purposes. For the purpose of determining the applicable credit, a Service Outage begins when the Customer reports the Service Outage to TWTC's CNRC and ends when the Service is restored. Credits are provided to Customer only upon request by Customer. The resources, equipment and methodology used to measure service level metrics are determined by TWTC in its sole discretion.

Service Outages and failures to meet the performance objectives herein do not include outages and failures caused by the equipment, acts or omissions of Customer or its End Users, Force Majeure events, fiber cuts caused by third-parties, failure of elements of the Internet outside of TWTC's control or outages occurring during scheduled or emergency maintenance. Standard maintenance windows are based on the time zone of a city's location and are available at: <http://info.twtelecom.net/info.php?id=1>. The duration of a Service Outage does not include any time during which TWTC is denied access to the premises necessary to restore the Service.

The remedies set forth in this service level agreement and in the Standard Terms and Conditions executed by Customer (incorporated by this reference) are Customer's sole and exclusive remedies if there are Service Outages and/or failures to meet the performance objectives in this Service Level Agreement. Credits issued during any calendar month, for any reason(s), will not exceed the MRC associated with the troubled Service.

Performance Metrics Available at TWTC's Website

Monthly Network Latency and Packet Delivery averages may be viewed at: www.twtelecom.com/performance/ip_network_overview_performance.html

tw telecom STANDARD TERMS AND CONDITIONS

This Agreement is by and between **tw telecom holdings inc.**, a Delaware corporation, by and through its wholly owned subsidiaries that are certified to provide the services being ordered hereunder, (collectively "TWTC" or "the Company") and **Union County** ("Customer"), a North Carolina governmental entity and is effective upon execution both by Customer and TWTC ("Effective Date"). Customer and TWTC may be referred to individually as a "Party" or collectively as the "Parties". TWTC will remain responsible for the performance of its subsidiaries under this Agreement, which own and operate the telecommunications facilities.

1. Service Orders: Customer may submit service orders to TWTC to purchase telecommunication and related services under this Agreement ("Service Orders"). The Service Orders describe the telecommunication and related services that are available for purchase ("Services"). When fully executed by both Parties, the Service Orders and these Standard Terms and Conditions form the final written agreement between the Parties ("Agreement"). The Agreement can only be amended or modified in a written document that is signed by both Parties. All Services are offered subject to availability, and TWTC has the right not to accept a Service Order submitted by Customer. If a Service Order has been accepted by TWTC, TWTC will provide Services for the term agreed to in such Service Order and renewal periods ("Service Term").

2. Term: The term ("Term") of this Agreement is 36 months commencing on the Effective Date. The Term will automatically renew for successive month to month periods unless terminated by either Party upon written notice given at least thirty days prior to expiration of the then existing Term. Upon expiration of a Service Term for a particular Service, the Service Term will automatically renew for successive month to month terms unless terminated by either Party upon written notice delivered in accordance with Section 20 below at least thirty days prior to expiration of the then existing Service Term. When the Term of this Agreement expires, existing Services continue in effect for the remainder of their respective Service Terms and will continue to be governed by this Agreement.

3. Cancellation, Modification or Expedite of Orders: "Cancellation", "Modification" and "Expedite Charges" referenced hereunder are posted to the TWTC Website (www.twtelecom.com) and are subject to modification by TWTC effective upon posting to the TWTC Website.

(a) **Cancellation.** Customer may cancel a Service Order(s) if the request is received in writing by TWTC prior to the planned installation date, and TWTC shall have the right to assess a Cancellation Charge (a Service Order can only be cancelled one time; the execution of a new Service Order restarts the cancellation process). If the request to cancel is received after installation has begun, Customer must pay full termination liability as set forth in Section 14 below.

(b) **Modification.** Customer may request in writing the modification of any Service Order(s). Such request shall result in a Modification Charge. If TWTC receives a written modification request for delay of installation less than 3 days prior to the planned installation date, Customer must pay, in addition to the Modification Charge, the monthly recurring charge ("MRC") applicable to the delayed Service for the shorter of one billing month or the period from the original due date to the requested installation date. TWTC reserves the right to limit the number of requests to delay the planned installation date.

(c) **Expedite.** Customer may request an expedited installation date. If TWTC accepts the expedited installation date, Customer must pay an Expedite Charge.

(d) **Third Party Charges.** In addition to the charges set forth in (a), (b) and (c) above, TWTC may bill Customer for any third party charges it incurs in order to complete Customer's request to cancel, modify, or expedite the Service Order(s).

4. TWTC Network, Access and Interconnection:

(a) **Responsibilities.** TWTC will own and control the telecommunications equipment, cable and facilities installed and operated by TWTC for provision of the Services to Customer ("TWTC Network"). The TWTC Network will remain TWTC's personal property regardless of where located or attached. TWTC has the right to upgrade, replace or remove the TWTC Network in whole or in part, regardless of where located, so long as the Services continue to perform. TWTC has the right to limit the manner in which any portion of the TWTC Network is used to protect the technical integrity of the Network. Customer may not alter, move or disconnect any parts of the TWTC Network and is responsible for any damage to, or loss of, the TWTC Network caused by Customer's (or its end users') breach of this provision, negligence or willful misconduct. TWTC has no obligation to install, maintain or repair any equipment owned or provided by Customer,

unless otherwise agreed to in a writing executed by the Parties. If Customer's equipment is incompatible with the Service, Customer is responsible for any special interface equipment or facilities necessary to achieve compatibility.

(b) Access. TWTC may require access to Customer's premises to install and maintain the Services and the TWTC Network. Customer must provide TWTC with a contact and/or help desk number that can be reached 24 hours per day/7 days per week. Customer also must provide reasonable access rights and/or rights of way from third parties, space, power and environmental conditioning as may be required for the installation and maintenance of the TWTC Network at Customer's premises.

(c) Letter of Authorization / Carrier Facility Assignment. If Customer intends to connect the Services to facilities that neither it nor TWTC owns, it must provide TWTC with and maintain (for the Service Term) a current letter of authorization and carrier facility assignment, as applicable.

5. Installation and Maintenance:

(a) Installation. TWTC will notify Customer when the Service has been successfully installed and is available for Customer's use ("Service Date"). Unless Customer notifies TWTC by the close of business on the Service Date that the Service is not operational, the Service Term will commence. If Customer so notifies TWTC, the Service Date will occur and the Service Term will commence when the Service is operational. The Service Date will not be delayed or postponed due to problems with Customer's equipment or Customer's lack of readiness to accept or use Service.

(b) Maintenance:

(i) Scheduled Maintenance. TWTC will monitor TWTC's Network 24 hours per day, 7 days per week. Scheduled Maintenance will be performed between the hours of midnight and 6:00 a.m. (local time where the maintenance is being performed) unless another time is agreed to by the Parties for the particular circumstance. TWTC will endeavor to provide Customer with at least five business days notice before performing Scheduled Maintenance unless a shorter notice period is required under the circumstances.

(ii) Emergency Maintenance. If TWTC has to perform maintenance outside of the Scheduled Maintenance window set forth in Section 5(b)(i) above, then TWTC will provide as much prior notice

to Customer as is practicable under the circumstances.

6. Charges, Billing, Taxes and Payment:

(a) Services are billed on a monthly basis commencing with the commencement of the Service Term. Services are invoiced in advance, but usage charges are invoiced in arrears. Any installation or other non-recurring charges, which are non-refundable, will appear on the first monthly invoice. TWTC acknowledges that funding to pay for Services ordered under this Agreement is subject to annual appropriations by the Union County Board of Commissioners, and in the event adequate sums are not appropriated in any fiscal year to fund Customer's use of telecommunications services ordered hereunder, Customer may terminate the affected Service Orders upon no less than 45 days prior written notice. Such termination will not affect Customer's obligations with respect to payment for the terminated Services during any prior period. If Customer exercises this termination right, it may not during the unexpired original term of the terminated Services obtain like services from another provider; and if funds are re-appropriated for a later fiscal year during the unexpired Service Term, Customer will notify TWTC and reinstate the terminated Services. Customer represents and warrants, however, that Customer will include sufficient funding to cover charges for all Services ordered under this Agreement in each Customer budget submitted for approval, and will actively support the appropriation of such funding, during the term of this Agreement.

(b) TWTC may require a deposit prior to the provision of any new Service. TWTC also may require a deposit as a condition to its obligation to continue to provide Service(s) if Customer has failed to timely pay for Service(s) on two occasions during any six month period.

(c) Taxes, as defined below, will be invoiced as a line item charge separate from the MRCs for the Services. Customer will be liable for Taxes which were assessed by or paid to an appropriate taxing authority within the applicable statute of limitations period. If Customer fails to pay any Taxes properly billed, then as between TWTC and Customer, Customer will be solely responsible for payment of the Taxes, and penalty and interest.

"Tax" or "Taxes" mean any federal, state or local excise, gross receipts, value added, sales, use or other similar tax, fee, tax-like fee or surcharge of whatever nature and however designated,

imposed, or sought to be imposed, on or with respect to purchases by Customer from TWTC for consideration under this Agreement or for TWTC's use of public streets or rights of way, which TWTC is required or permitted by law or a tariff to collect from Customer; *provided, however*, that the term "Tax" will not include any tax on TWTC's corporate existence, status, income, corporate property or payroll taxes.

If either Party is audited by a taxing or other governmental authority, the other Party agrees to cooperate reasonably by responding to the audit inquiries in a proper, complete and timely manner. TWTC will cooperate, at Customer's expense, with reasonable requests of Customer in connection with any Tax contest or refund claim. The Customer will ensure that no lien is attached to or allowed to remain on any asset of TWTC as a result of any Tax contest. To the extent permitted by law Customer will indemnify and hold TWTC harmless against any liabilities, damages, losses, costs or expenses arising out of such Tax proceedings, including without limitation any additional Taxes, interest, penalties and attorney's fees.

If Customer claims an exemption for any Taxes, Customer must provide TWTC with a proper tax exemption certificate as authorized by the appropriate taxing authority. Customer must pay the applicable Taxes to TWTC until it provides TWTC with a valid tax exemption certificate. If applicable law exempts a Service under this Agreement from a Tax, but does not also provide an exemption procedure, then TWTC will not collect such Tax if Customer provides TWTC with a letter signed by one of its officers: (i) claiming a right to the exemption; (ii) identifying the applicable law that allows such exemption and does not require an exemption certificate; and (iii) agreeing to indemnify and hold TWTC harmless to the extent permitted by law from any tax, interest, penalties, loss, cost or expense asserted against TWTC as a result of its not collecting the Taxes from Customer.

(d) Payment for all undisputed amounts due under this Agreement must be received by TWTC on or before the due date specified on the bill ("Due Date"), which shall be at least twenty (20) days from the date the invoice is mailed to Customer. Any payment or portion thereof not received by the Due Date is subject to a late charge on the unpaid amount at the lesser of 1.5% per month or the maximum rate permitted by law.

7. Disputes: Customer may dispute charges invoiced by TWTC by logging onto TWTC's online customer portal at

<https://customerportal.twtelecom.com/> and completing a dispute form, or by contacting TWTC's dispute telephone line at 1-800-829-0420. All disputes must be submitted to TWTC in the manner specified above within 120 calendar days of the date of the invoice associated with the disputed charges, or the invoice shall be deemed correct and all rights to dispute such charges are waived. Withheld disputed amounts determined in favor of TWTC must be paid by Customer within five (5) business days following written, electronic or telephonic notice of the resolution, and will bear interest at the lesser of 1.5% per month or the maximum rate allowed by law from the Due Date until the date paid.

8. Service Levels / Service Outage Credits:

(a) Service Level Agreement ("SLA"). The SLA for a particular Service, which specifies the applicable performance metrics and outage credit schedule, is contained in each Service Order. If no SLA is included with a Service Order, then credits for Service Outages (defined below) will be issued at 1/1440 of the applicable MRC per 30 minute outage for up to a 24-hour period, but if a Service Outage lasts greater than 24 hours, at 1/144 of the applicable MRC per 3 hour period. Credits issued during any calendar month will not exceed the MRC associated with the affected Service that experienced the Service Outage(s).

(b) Service Outage Definition. A "Service Outage" is defined as either: (a) material non-compliance with a specific performance metric in a service level agreement and such non-compliance is caused by TWTC's Network; or (b) a complete loss of transmission or reception capability for a Service caused by TWTC's Network.

(c) Reporting and Tracking of Service Outages. If there is a Service Outage, Customer must contact TWTC's Customer Network Reliability Center ("CNRC") at 800-829-0420, and TWTC will open a trouble ticket and provide Customer with a trouble ticket number for tracking purposes.

(d) Duration of Service Outage and Application of Credits. For the purpose of calculating applicable credits, a Service Outage begins when Customer reports the Service Outage to TWTC's CNRC, and ends when the Service is restored. The duration of the Service Outage only includes outages that are caused by TWTC's Network and do not include outages caused by the equipment, acts or omissions of Customer, third parties, Force Majeure events, or outages occurring during scheduled or emergency maintenance. The

duration of a Service Outage also does not include any time during which TWTC is not allowed access to the premises necessary to restore the Service. Credits for Service Outages are only issued if requested by Customer, and such requests must be submitted to TWTC within 120 days from the date Service is restored.

(e) Chronic Trouble Services. If two Service Outages have occurred on a particular Service during a 30-day period, and a third Service Outage occurs within thirty days following the second Service Outage, Customer may terminate the applicable Service without early termination liability provided that Customer supplies TWTC with a written termination notice no later than thirty days following the third Service Outage.

(f) Remedies. Notwithstanding anything to the contrary in this Agreement, the remedies set forth in the service level agreement and in Sections 8(a) and 8(e) of this Agreement constitute Customer's sole and exclusive remedy for Service Outages.

(g) Service Outages Not Caused by TWTC's Network. If TWTC responds to a service call initiated by Customer, and TWTC reasonably determines that the cause of the problem is not due to TWTC's Network, but is due to Customer's equipment or facilities, or a third party, Customer must compensate TWTC for the service call at TWTC's then prevailing rates.

9. Governmental Regulation - Changes:

(a) This Agreement is subject to all applicable federal, state and local laws, rules and regulations, and each Party must comply with them in performing its obligations hereunder. To the extent any provision herein conflicts with any applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision.

(b) TWTC may discontinue or impose additional requirements to the provision of Service, upon 15 days written notice, if necessary to meet regulatory requirements or if such requirements have a material, adverse impact on the economic feasibility of TWTC providing the Service. Customer is not responsible for the termination liability set forth in Section 14 below if TWTC discontinues the Service under this subsection.

10. Indemnification: Each Party ("Indemnitor") shall indemnify, defend and hold harmless the other Party ("Indemnitee") from all losses or damages arising from or related to bodily injury or physical damage to tangible property caused by the

negligence or willful misconduct of Indemnitor. Customer shall indemnify, defend and hold TWTC harmless from all losses or damages arising from Customer's violation of third party intellectual property rights, all claims of any kind by Customer's end users, or any act or omission of Customer associated with any Service. Customer's indemnification applies only to the extent permitted by applicable law.

11. Limitation of Liability: Except for the Parties' respective obligations set forth in Section 14 herein, neither Party is liable to the other for indirect, consequential, special, incidental, or punitive damages of any kind or nature whatsoever (including without limitation lost profits, lost revenues, lost savings, lost opportunity or harm to business), whether or not foreseeable, whether or not the Party had or should have had any knowledge, actual or constructive, that such damages might be incurred, and regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. Indirect damages include, but are not limited to, damages of the kinds specified in the preceding sentence that are incurred by a third party and are asserted against a Party (including attorneys' fees and expenses). TWTC's liability to Customer for direct damages may not exceed one month's calculation of the applicable MRCs regardless of the form of action, nature of the claim asserted or the frustration of either Party's purpose. TWTC has no liability for the content of information that Customer passes through TWTC's Network, Customer's transmission errors, or any failure to establish connections outside of the TWTC Network.

12. Termination by TWTC:

(a) Termination With Notice. TWTC may disconnect all Service(s) associated with a delinquent account upon ten (10) days written notice for Customer's failure to pay amounts due under this Agreement which remain uncured at the end of the notice period; or upon thirty (30) days written notice for: (i) Customer's material breach of a non-economic, material provision of this Agreement or any law, rule or regulation governing the Services which remains uncured at the end of the notice period; (ii) Customer's insolvency, bankruptcy, assignment for benefit of creditors, appointment of trustee or receiver; and/or (iii) any governmental prohibition or required alteration of the Services.

(b) Termination Without Notice. TWTC may terminate or suspend Services without notice if: (i)

necessary to protect TWTC's Network; (ii) TWTC has reasonable evidence of Customer's illegal, improper or unauthorized use of Services; or (iii) required by legal or regulatory authority.

(c) **Post Termination.** Any termination or disconnection shall not relieve Customer of any liability incurred prior to such termination or disconnection, or for payment of unaffected Services. TWTC retains the right to pursue all available legal remedies if it terminates this Agreement or disconnects Service(s) in accordance with this Section. All terms and conditions of this Agreement shall continue to apply to any Services not so terminated, regardless of the termination of this Agreement. If TWTC terminates Service in accordance with this Section, and Customer wants to restore such Service, Customer first must pay all past due charges, a reconnection charge and a deposit equal to 2 months' recurring charges. All requests by Customer for disconnection of On-Net Services will be processed by TWTC in 30 days or less, and for disconnection of long haul Off-Net Services in 45 days or less, following delivery of the written notice. Customer must pay for Services until such disconnection actually occurs. Customer must submit requests to disconnect or terminate Services to TWTC's Order Entry department in accordance with Section 20 below.

13. Termination by Customer: Customer may terminate this Agreement and/or any Service Order hereunder upon thirty (30) days prior written notice, without incurring termination liability, for TWTC's (i) breach of any material provision of this Agreement, or any law, rule or regulation that affects Customer's use of Service(s), which remains uncured at the end of the notice period and/or (ii) insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event.

14. Termination Liability: If TWTC terminates this Agreement or any Service Order(s) pursuant to Section 12 above (other than subsections a(iii), b(i), and/or b(iii)), or if Customer terminates this Agreement or any Service Order(s) for any reason other than as set forth in Section 13 above or Section 17 below, all MRCs associated with the terminated Service(s) for the balance of the applicable Service Term shall become immediately due and payable.

15. Assignment: Neither Party may assign this Agreement without the prior written consent of the other Party, not to be unreasonably conditioned, withheld or delayed, except that: (1) TWTC may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, (b) pursuant to

any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, or (c) for purposes of financing; and (2) Customer may assign its rights and/or obligations hereunder (a) to its parent, affiliates or subsidiaries, or (b) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets, provided that any assignment by Customer pursuant to this exception is subject to the following conditions: (i) the proposed assignee satisfies TWTC's credit and deposit standards; (ii) Customer has fully paid for all Services through the date of assignment; and (iii) the proposed assignee agrees in writing to be bound by all provisions of this Agreement.

16. Entire Agreement: This Agreement, together with the Service Order(s) and applicable tariffs set forth the entire agreement with respect to the subject matter hereof, and supersede all prior agreements, promises, representations, and negotiations between the Parties. If there is a conflict, the Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Modifications, amendments, supplements to or waivers of this Agreement must be in writing and executed by both Parties.

17. Force Majeure: Either Party shall be excused from performance if inability to perform is due to a cause or causes beyond such Party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cuts caused by a third party, adverse weather conditions, labor strikes and governmental action ("Force Majeure"). If such inability to perform continues for sixty days or longer, the other Party may terminate the affected Services. Customer's invocation of this clause does not relieve Customer of its obligation to pay for Services actually received.

18. Governing Law - Litigation: The interpretation of the rights and duties of the Parties and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and subject to the laws of the State of North Carolina, excluding its principles of conflicts of law. If either Party commences litigation under this Agreement, the prevailing Party is entitled to reimbursement of its costs and attorneys' fees from the other Party.

19. Headings: Headings herein are for convenience only and are not intended to have substantive significance in interpreting this Agreement.

20. Notices: Any notice required under this Agreement must be in writing and be delivered to the receiving Party at the addresses listed below (i) in person, (ii) by certified mail with return receipt requested, or (iii) by overnight courier. A notice is deemed given (i) when delivered, if personally delivered, (ii) at the time indicated on the return receipt, if delivered by certified mail, or (iii) at the time the party or its representative executes the delivery receipt, if delivered via courier. TWTC must provide such notice to Customer's billing address, and Customer must provide such notice to TWTC at 11006 Rushmore Drive, Suite 200, Charlotte NC 28277 Attn: General Manager, **except that if Customer is disconnecting Services for any reason, it must deliver notice to TWTC either by facsimile to 303-803-9638 or by email to "CustomerCare@twtelecom.com"**. Notice by facsimile or email is deemed given when delivered.

21. No Waiver: Either Party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

22. Public Releases, Use of Name: Neither Party may issue a news release, public announcement, advertisement or other form of publicity regarding this Agreement or the Services provided hereunder without the prior written consent of the other Party. Customer may not use TWTC's name, logo or service mark without TWTC's prior written consent. TWTC may use Customer's name and logo in materials presented to analysts and investors.

23. Representations and Warranties: Each Party represents and warrants that it, and the person signing on its behalf, is fully authorized to enter into this Agreement. TWTC represents and warrants that the Services will be performed by qualified and trained personnel. TWTC does not guarantee, represent or warrant that the Service(s) will be without interruption. TWTC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE.

24. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

25. Survival: The terms and conditions of this Agreement will survive the expiration or termination of this Agreement to the extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate.

26. Relationship of Parties; No Third Party Beneficiaries: The Parties are independent contractors, and nothing herein creates or implies an agency, joint venture or partnership relationship between the Parties. This Agreement shall bind and inure to the benefit of TWTC, Customer, and permitted successors and assigns. The Parties do not intend to create any rights for the benefit of any third parties.

27. Confidentiality: Each Party may disclose confidential information to the other Party in connection with this Agreement. Notwithstanding anything herein or in any Service Order or SLA to the contrary, TWTC acknowledges that Customer is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act, and that this Agreement, any Service Order, and any SLA, including all documents incorporated by reference, shall be public records as defined in such Act, and as such will be open to public disclosure and copying. Any other specific information that is claimed by TWTC to be confidential or proprietary must be clearly identified as such by TWTC. To the extent consistent with the Public Records Act, Customer shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view TWTC's proprietary or confidential information, Customer will notify TWTC of the request and of the date that such records will be released to the requestor unless TWTC obtains a court order enjoining the disclosure. If TWTC fails to obtain the court order enjoining disclosure, Customer will release the requested information on the date specified. Confidential Information may only be used in connection with performance under this Agreement. Confidential Information may not be disclosed except to those employees or affiliates of the receiving Party who have a need to know, or to consultants or subcontractors of the receiving Party who agree to be bound by this Section. Confidential Information does not include information that is generally available to the public through no wrongful act of the receiving Party or is independently developed by the receiving Party. Upon termination or expiration of this Agreement, the receiving Party will return the Confidential Information or destroy it. The obligations of this

provision will survive for five years after the termination or expiration of this Agreement.

tw telecom holdings inc

Signature: [Signature]
Name and Title: TRAUS Noble
Date: 11/24/09
Sales Person: Steve Eanes

Customer: Union County
Signature: [Signature]
Name and Title: Alfred W. Green 1 County Manager
Date: 11-13-09

APPROVED AS TO LEGAL FORM [Signature]

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

[Signature] 11.13.09
Finance Director

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 4, 2010

Action Agenda Item No. 4/3
(Central Admin. use only)

SUBJECT: FY 2010 Surplus Property Sale

DEPARTMENT: General Services

PUBLIC HEARING: No

ATTACHMENT(S):

- A - Vehicles - Nov 3rd Auction
- B - Equipment - Nov 3rd Auction
- C - Vehicles - Dec. 15th Auction

INFORMATION CONTACT:

Barry Wyatt
Nicole Hatch

TELEPHONE NUMBERS:

704-283-3868
704-283-3601

DEPARTMENT'S RECOMMENDED ACTION:

1. Declare the property itemized on Attachment A, B and C as "Surplus" to the needs of Union County.
2. Authorize the sale of surplus property itemized on Attachment A and B by the Director at public auction at 10:00 a.m., Wednesday, November 3, 2010. Authorize the sale of surplus property itemized on Attachment C by the Director at public auction at 10:00 a.m., Wednesday December 15, 2010 and authorize the Director or his designated agent to execute any and all documents necessary to transfer title to said property on behalf of Union County.
3. Set the location of the public auction at 1601 Skyway Drive and the terms as:
 - a. Sale to the highest bidder with all sales final on the day of the auction.
 - b. All items sold "as is" and "where is" with no warranty, express or implied, which extends beyond the description of the item.
 - c. Purchasers will bear sole risk of loss for all items remaining on the premises after five business days from the day of the sale.
 - d. Payment by cash or credit cards no checks will be accepted.

BACKGROUND:

North Carolina General Statutes allows the disposition of real and personal property by local governments through a variety of means including private negotiation and sale; advertisement for sealed bids; negotiated offer, advertisement, and upset bid; public auction; or exchange. In

2001, the legislature amended the Statutes to provide for disposition of property through electronic auctions.

FINANCIAL IMPACT: Estimated to be about \$90,000 in revenue to the County.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

ATTACHMENT A

1	04-00	170149	FORD	RANGER	2000	1FTYR14V6YPA38310
2	03-03	130183	CHEVROLET	S-10	2003	1GCCS14XX38187192
3	07-01	184907	DODGE	RAM 1500	2001	1B7HC16Y21S676548
4	07-03	130539	CHEVROLET	S-10	2003	1GCCS19X238197143
5	12-04	157987	FORD	CROWN VICTORIA	2004	2FAHP71W64X126970
6	14-04	137512	FORD	CROWN VICTORIA	2004	2FAHP71W54X126975
7	18-04	128701	FORD	CROWN VICTORIA	2004	2FAHP71W24X126979
8	19-03	101676	CHEVROLET	ASTROVAN AWD	2003	1GNEL19X83B131793
9	19-04	124745	FORD	CROWN VICTORIA	2004	2FAHP71W04X126981
10	23-03	88966	FORD	CROWN VICTORIA	2003	2FAFP71W13X188850
11	24-00	94555	FORD	CROWN VICTORIA	2000	2FAFP71W1YX151305
12	28-03	117987	FORD	CROWN VICTORIA	2003	2FAFP71W83X188859
13	29-03	122742	FORD	CROWN VICTORIA	2003	2FAFP71W43X188860
14	32-99	117570	FORD	EXPLORER AWD	1999	1FMZU35P5XUC16282
15	33-01	147410	CHEVROLET	S-10	2001	1GCCS19WX18204957
16	33-03	100927	FORD	CROWN VICTORIA	2003	2FAFP71W53X188849
17	34-00	152249	DODGE	DAKOTA QUAD CAB	2000	1B7GL22X8YS675915
18	35-03	111220	FORD	CROWN VICTORIA	2003	2FAFP71W93X188854
19	35-05	163149	FORD	CROWN VICTORIA	2005	2FAFP71W45X156199
20	39-05	135341	FORD	CROWN VICTORIA	2005	2FAFP71W05X156197
21	41-05	127150	FORD	CROWN VICTORIA	2005	2FAFP71W55X156194
22	02-07	2581	FORD	CROWN VICTORIA	2007	2FAHP71WX7X130668
23	10-04	102757	FORD	CROWN VICTORIA	2004	2FAHP71W84X126971
24	63-01	163830	DODGE	RAM 3500	2001	2B6LB31Z91K555135

ATTACHMENT B

ATV - FOURTRAX 250	HONDA	842/13025	JH3TE0600HC203909
BACKHOE FOR TRENCHER D100	CASE/D11	665	JAF0218002
CASE 660 TRENCHER/BACKHOE W/WEIGHT PKG. BRIGGS FOUR WHEEL STEER	CASE/660	1338	JAF0254679 JAF0305509
BORING MACHINE - HORIZONTAL (has compression but does not run)	AMERICAN AUGERS	620	12045565
TRAILER - DUAL AXIAL	HUDSON BROS	619/1-93	10HHSE14XD1000329
QTY 35+ 30"X48" WARNING SIGNS (One Lane Road, Utility Work Ahead, Slow Moving Vehicle, etc.)			
PUMP - MODEL KWS20A	KAWASAKI/BN21	1105	FE120D079951
PUMP - GASOLINE POWER MODEL PT3A	WACKER/PT3A	538	5022542
5 TON BAME TRAILER	BAME	662	1B99S0424MS026001
BACKHOE/TRENCHER	DITCH WITCH/RT55 A523-BACKHOE H515-TRENCHER	3345	5Y1072 5Y0557
TRENCHER/BACKHOE 560	CASE 560 D125 BACKHOE	1339/11872	JAF0198477 JAF0178631
BAME 12 TON/24,000LB TRAILER w/fencing&scrap metal	BAME	642/52-97	1B97D1028MS026012
TRENCHER W/BACKHOE - 660	CASE 660 D125 BACKHOE	573	JAF0296365 JAF0306987 JAF0299567
DIRECTIONAL BORING MACHINE W/PAL BORING GEL	DITCH WITCH/920L	3157/3159	920L-2V2872
GASBOY DIESEL FUEL TANK	GASBOY/123OUK		1217436
TRAILER - 12 TON TILT	HUDSON	977/25-95	10HHTD2C4S1000031
HYDROSTATIC/BACKHOE	DITCH WITCH/RT55 A523-Backhoe H515-Trencher	3385	CMWRT55HV60000227 CMWA523XH70000184
TILLER 5'	TAYLOR-WAY	681	2143/75760
DRILL PRESS 20" 9 SPEED - 5/8" CHUCK	DAYTON/3Z919	489	C63BXETL-3742
CENTURY FIVE STAR AC/DC HEAVY DUTY WELDER 250 AMP DC 295 AMP AC	CENTURY	495/7488	632522
YAMAHA GENERATOR 120V/240V	YAMAHA/YG6600DE		241125
WACKER MUD PUMP	WACKER/PDT3A	855	5145978
CH & E MUD PUMP	5537WR	856	D98091975
CH & E MUD PUMP	5307WR	861	P9505651
WACKER MUD PUMP	PD3A	863/12168	621602578
10' X 20' STORAGE BUILDING			
MOWER, JOHN DEERE GT275 170HV	JOHN DEERE/GT275	961	M0G275B076689
SANDBLAST MACHINE	CLEMCO/2452	767/11628	20236
HORIZONTAL/VERTICAL BAND SAW	JET/HVBS-7MV		20520891
WELDING CART			
YAZOO 62" CUT MOWER	YAZOO/YTKC25	871	6B976979
TELEMETRY TOWER (RADIO ANTENNA)			
DIESEL GENERATOR (Motor Runs Generator Head Broken)	K60	1384	BC32412FD 1FETG0114EA847366
HUDSON DUAL AXLE TRAILER	HUDSON	643/03-83	10HHSL146D1000008
TRAILER - 5X8 TILT	LEONARD	723	5BFB00812XX001726

ATTACHMENT C

1	07-02	93176	FORD	CROWN VICTORIA	2002	2FAFP71W12X132034
2	07-04	146820	FORD	CROWN VICTORIA	2004	2FAHP71W64X126967
3	13-04	132457	FORD	CROWN VICTORIA	2004	2FAHP71W14X126973
4	16-02	117662	FORD	CROWN VICTORIA	2002	2FAFP71W72X132040
5	20-04	129080	FORD	CROWN VICTORIA	2004	2FAHP71W94X126980
6	26-03	107475	FORD	CROWN VICTORIA	2003	2FAFP71W23X188856
7	27-03	122431	FORD	CROWN VICTORIA	2003	2FAFP71W63X188858
8	38-03	100027	FORD	CROWN VICTORIA	2003	2FAFP71W73X188853
9	43-05	109400	FORD	CROWN VICTORIA	2005	2FAFP71WX5X156188

RESOLUTION AUTHORIZING SURPLUS PROPERTY SALE

WHEREAS, Union County has certain items of personal property that it is no longer using and is wanting to sell these items to the highest bidder; and

WHEREAS, the Purchasing Agent has developed a list of these items as shown on Attachments "A", "B" and "C" for review by the Board of Commissioners for disposal;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Union County Board of Commissioners that the items of personal property included on Attachments "A," "B" and "C," attached and incorporated herein by reference, be declared surplus and sold at public auction to the highest bidder.

BE IT FURTHER RESOLVED that the Purchasing Agent be authorized to sell the property listed on Attachments "A" and "B" at public auction at 10:00 a.m. on Wednesday November 3, 2010, at 1601 Skyway Drive, Monroe, North Carolina, and that the Purchasing Agent or his designated agent be authorized to execute any and all documents necessary to transfer title to said property on behalf of Union County.

BE IT FURTHER RESOLVED that the Purchasing Agent be authorized to sell the property listed on Attachment "C" at public auction at 10:00 a.m. on Wednesday December 15, 2010, at 1601 Skyway Drive, Monroe, North Carolina, and that the Purchasing Agent or his designated agent be authorized to execute any and all documents necessary to transfer title to said property on behalf of Union County.

BE IT FURTHER RESOLVED that the terms of sale applicable at the aforementioned auctions shall be as follows:

1. Sale to the highest bidder with all sales final on the day of the auction.
2. All items sold "as is" and "where is" with no warranty, express or implied.
3. Purchasers shall bear sole risk of loss for all items remaining on the premises five (5) business days after the day of the sale. Purchasers will have five (5) days to pick up their items from the day of the sale at 1601 Skyway Drive, Monroe, North Carolina.
4. Payment by cash, money order or cashier's check.

BE IT FURTHER RESOLVED that payment of advertising and miscellaneous expenses be paid from the proceeds of the sale.

BE IT FURTHER RESOLVED that Dealer Auctions Inc. is authorized to conduct the sale and charge Union County \$85.00 per item sold.

Adopted this ____ day of October, 2010.

ATTEST:

Lynn G. West, Clerk to the Board

Kim Rogers, Chairwoman

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 4, 2010

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

SUBJECT: Retro-Commissioning Services Project Proposal Award

DEPARTMENT: General Services

PUBLIC HEARING: No

ATTACHMENT(S):
Bid Tabulation

INFORMATION CONTACT:
Barry Wyatt
Nicole Hatch

TELEPHONE NUMBERS:
704-283-3868
704-283-3601

DEPARTMENT'S RECOMMENDED ACTION: 1. Accept proposals. 2. Award project to the recommended service provider, MBP Carolinas, Inc., in the amount of \$90,500.00. Authorize the General Services Director to issue Purchase Order.

BACKGROUND: One of the primary recommendations arising out of the preliminary energy audit conducted in preparation for submitting the proposal to the US Department of Energy for the Energy Efficiency and Conservation Block Grant (EECBG) was to conduct a Retro-Commissioning project for the Government Center, Judicial Center, Union Village and the Main Library with the goal of reducing energy consumption. The initial estimate for the cost of these services was \$113,000.00

Retro-Commissioning (RCx) is a systematic process to improve how building equipment and systems function together. RCx is a building tune-up, ensuring that energy efficient operational strategies are in place and working properly. Often, as buildings and systems age, the designed sequences of operation are modified and/or disabled for a multitude of reasons. From operator misunderstanding to faulty sensors or control devices, RCx seeks to determine the cause of the inefficiencies and provide a solution in a systematic manner. On average, an RCx process will reduce the annual energy consumption of a building by 10-20%, with costs equivalent to a one-year payback or less. An additional benefit of the RCx process is that it serves to identify and target potential capital upgrades that could save even more energy over the life of a facility.

Once RCx is completed for each of the four identified buildings, additional bid packages will be

developed to address any deficiencies identified that were not within the scope of the Retro-Commissioning services. Funding for these projects will be covered through the EECBG funds.

Staff developed a Request for Proposal for RCx services, advertised in The Enquirer Journal, posted it on the County website, posted it on the State's Interactive Purchasing System, and mailed it to firms known to offer RCx services. Thirteen firms responded with proposals; a Bid Tabulation is attached.

MBP Carolinas, Inc. with a proposal of \$90,500.00 is recommended over the two lower priced proposals, Working Buildings of North Carolina at \$80,400.00 and McVEIGH & MANGUM at \$73,000.00 for the following reasons:

1. Working Buildings took exception to the Request for Proposal and did not include assistance with developing invitations to bid for deficiencies identified that were not within the scope of their services and did not include follow-up inspections to ensure that improvements were implemented fully and correctly. These two items could cost far more than the \$10,100.00 difference from the proposal submitted by MBP Carolinas, Inc. which took no exceptions to the RFP.
2. McVEIGH & MANGUM's proposal indicates they are more of a design engineering firm than a firm that provides Commissioning and Retro-Commissioning services. All referenced representative projects did not address RCx services and were design engineering based. In addition, McVEIGH & MANGUM did not include the additional services allowance for Building Management System contractors or Test and Balance technicians. MBP Carolinas, Inc. was all inclusive of those services.

FINANCIAL IMPACT: Funding for these services will be covered by the Energy Efficiency and Conservation Block Grant.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Bid Tabulation
Retro-Commissioning Services
September 21, 2010

Bidder	Amount
Big Woods Energy Engineering	\$121,000.00
Eaton-EMC	\$193,610.00
Elm Engineering, Inc.	\$174,550.00
ENG Engineering, Inc.	\$97,690.00
GRIFFIN Engineering & Technical Services	\$116,900.00
Heery International, PC	\$134,480.00
Horizon Engineering Associates, LLC	\$205,971.00
MBP Carolinas, Inc.	\$90,500.00
McVEIGH & MANGUM	\$73,000.00
Newcomb & Boyd	\$133,524.30
System WorCx, LLC	\$112,100.00
Working Buildings of North Carolina	\$80,400.00
2rw Consultants, Inc.	\$110,000.00

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 4, 2010

Action Agenda Item No. 4/5
(Central Admin. use only)

SUBJECT: Lighting Upgrade for Parkwood and Sun Valley Middle Schools

DEPARTMENT: General Services

PUBLIC HEARING: No

ATTACHMENT(S):
Bid Tabulation

INFORMATION CONTACT:
Barry Wyatt
Nicole Hatch

TELEPHONE NUMBERS:

704-283-3868

704-283-3601

DEPARTMENT'S RECOMMENDED ACTION: 1. Accept proposals. 2. Award bid to the lowest responsible, responsive bidder, Hinson Electric, Inc. in the amount of \$138,837.00. 3. Authorize the General Services Director to issue Purchase Order.

BACKGROUND: Two of the projects identified in the preliminary energy audit conducted in preparation for submitting the proposal to the US Department of Energy for the Energy Efficiency and Conservation Block Grant was to upgrade the interior lighting at Parkwood and Sun Valley Middle Schools.

Both schools currently are using the old T12 type fluorescent fixtures with conventional wall switches. These projects will provide the labor and materials to convert the existing fixtures by replacing ballasts and bulbs to high efficiency T8 fixtures and add occupancy sensors to each room to turn off the lights when the room is unoccupied.

The initial estimated cost of these projects was \$164,772.00 with a payback period of 8 years. With the low bid of \$138,837.00, the payback should be achieved in 6.75 years.

FINANCIAL IMPACT: Funding for these projects will be covered by the Energy Efficiency and Conservation Block Grant. No County or Schools funds will be required.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/04/2010

Action Agenda Item No. 4/6

(Central Admin. use only)

SUBJECT: DJJDP State Grant Funding for FY 2010-2011

DEPARTMENT: JCPC

PUBLIC HEARING: No

ATTACHMENT(S):
DJJDP County Funding Plan
Budget Ordinance Amendment 6

INFORMATION CONTACT:
Jim Bention, Sr.

TELEPHONE NUMBERS:
704-282-0471

DEPARTMENT'S RECOMMENDED ACTION: Adopt Budget Ordinance Amendment #6 and approve revised DJJDP County Funding Plan for FY 2010-2011.

BACKGROUND: The Department of Juvenile Justice and Delinquency Prevention (DJJDP) initially approved funding of \$283,078 for FY 2010-2011 for Union County. These funds were previously approved as part of the FY 2010-2011 Adopted Budget Ordinance. The DJJDP has requested a decrease in funding of \$21,418 for a total funding amount of \$261,600 for FY 2010-2011.

The Juvenile Crime Prevention Council (JCPC) Board has approved a decrease in funding for Connecting Futures of \$46,918 and a reallocation of \$25,500 to Shelter Care.

Union County has not approved line-item detail in the past for the JCPC programs; rather, the JCPC Board normally negotiates, approves, and monitors line item detail within the amount of funds allocated to the programs.

FINANCIAL IMPACT: This Budget Amendment requires a decrease in state funding. No impact on county funding.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Union
DJJDP County Funding Plan

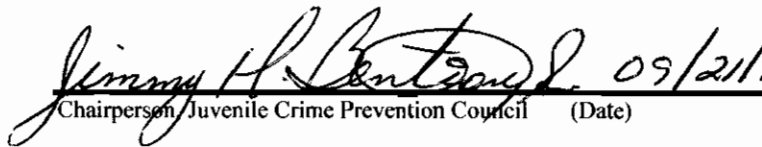
Revised 9-15-2011

Available Funds: \$294,504 Local Match: \$ \$111,937 Rate: 30%

A Program Agreement Form for each program listed below is attached.

#	Program Provider	DJJDP Funding	LOCAL FUNDING		OTHER	OTHER	Total
			Local Cash Match	Local In-Kind	State/ Federal	Funds	
1	Project Challengege	\$100,530		\$30,159			\$130,689
2	Union County Shelter Care	\$60,500	\$9,000	\$33,036			\$102,536
3	United Family Services	\$92,730	\$38,310	\$1,432			\$132,472
4	JCPC Administration	\$7,900					\$7,900
5							\$0
6							\$0
7							\$0
8							\$0
9							\$0
10							\$0
TOTALS:		\$261,660	\$47,310	\$64,627	\$0	\$0	\$373,597

The above plan was derived through a planning process by the Union County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 10-11


Chairperson, Juvenile Crime Prevention Council (Date) 09/21/10

Chairperson, Board of County Commissioners (Date)

BUDGET AMENDMENT

BUDGET DJJDP REQUESTED BY Jim Bention, Sr
 FISCAL YEAR FY2011 DATE October 04, 2010

INCREASE

<u>Description</u>	
Operating Expenses	21,418
State Revenue	21,418

DECREASE

<u>Description</u>	
Operating Expenses	21,418
State Revenue	21,418

Explanation: Decrease and reallocation of DJJDP Program Funding for FY 2011

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

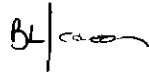
FOR POSTING PURPOSES ONLY

DEBIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>
10557100-5920-1601	Contingency	21,418
10457000-4496-1613	Connecting Futures	46,918
10557500-5699-1604	Shelter Care	25,500

CREDIT

<u>Code</u>	<u>Account</u>	
10457100-4920-1601	Contingency	21,418
10557000-5699-1613	Connecting Futures	46,918
10457500-4496-1604	Shelter Care	25,500

Total 93,836 Total 93,836
 Prepared By bl 
 Posted By _____
 Date _____ Number 6



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
4/7a
MEETING DATE 10/4/10
704-283-3848
704-283-3897 Fax

TO: Lynn West
Clerk to the Board

FROM: John Petoskey *JCP*
Tax Administrator

DATE: September 21, 2010

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending August 31, 2010 is attached for your information and review.

Should you desire additional information, I will do so at your request.

Attachment

JP/PH

**AUGUST 2010
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

AUGUST 31, 2010 REGULAR TAX	2010	2009	2008	2007
BEGINNING CHARGE	239,370.99	147,215,097.67	143,591,896.98	116,287,816.21
TAX CHARGE	146,847,773.67			
DISCOVERIES	43,223.90		-	
NON DISCOVERIES	5,391.01	146.18		
ABATEMENTS	(9,055.49)	(1,455.39)		
TOTAL CHARGE	147,126,704.08	147,213,788.46	143,591,896.98	116,287,816.21
BEGINNING COLLECTIONS	128,144.00	143,677,439.26	142,063,019.43	115,723,334.44
COLLECTIONS	220,000.46	379,334.60	93,316.91	12,663.50
TOTAL COLLECTIONS	348,144.46	144,056,773.86	142,156,336.34	115,735,997.94
BALANCE OUTSTANDING	146,778,559.62	3,157,014.60	1,435,560.64	551,818.27
PERCENTAGE OF REGULAR	0.24%	97.86%	99.00%	99.53%
AUGUST 31, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	1,790,622.88	10,678,340.88	11,731,279.10	12,061,061.65
3RD MOTOR VEHICLE BILLING	907,128.14	299.07		44.27
NON-DISCOVERIES	6,682.34	3,477.73	240.14	135.55
ABATEMENTS	(20,371.70)	(8,102.00)	(534.36)	(284.01)
REIMBURSEMENTS-JOURNAL ENTRY		7,309.13	503.27	142.22
TOTAL CHARGE	2,684,061.66	10,681,324.81	11,731,488.15	12,061,099.68
BEGINNING COLLECTIONS	535,145.34	9,926,387.92	11,553,967.27	11,933,889.31
COLLECTIONS	722,382.98	127,785.89	5,278.97	1,112.79
TOTAL COLLECTIONS	1,257,528.32	10,054,173.81	11,559,246.24	11,935,002.10
BALANCE OUTSTANDING	1,426,533.34	627,151.00	172,241.91	126,097.58
PERCENTAGE OF MOTOR VEHICLE	46.85%	94.13%	98.53%	98.95%
OVERALL CHARGED	149,810,765.74	157,895,113.27	155,323,385.13	128,348,915.89
OVERALL COLLECTED	1,605,672.78	154,110,947.67	153,715,582.58	127,671,000.04
OVERALL PERCENTAGE	1.07%	97.60%	98.96%	99.47%

**AUGUST 2010
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

AUGUST 31, 2010 REGULAR TAX	2006	2005	2004	2003
BEGINNING CHARGE	96,271,585.56	86,243,303.52	75,933,826.17	60,651,515.04
TAX CHARGE				
DISCOVERIES				
NON DISCOVERIES				
ABATEMENTS				
TOTAL CHARGE	96,271,585.56	86,243,303.52	75,933,826.17	60,651,515.04
BEGINNING COLLECTIONS	95,884,041.45	86,018,119.71	75,779,554.55	60,537,849.98
COLLECTIONS	5,393.60	2,673.56	2,917.24	22.88
TOTAL COLLECTIONS	95,889,435.05	86,020,793.27	75,782,471.79	60,537,872.86
BALANCE OUTSTANDING	382,150.51	222,510.25	151,354.38	113,642.18
PERCENTAGE OF REGULAR	99.60%	99.74%	99.80%	99.81%
AUGUST 31, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	10,333,573.26	-	-	-
3RD MOTOR VEHICLE BILLING	21.76	-	-	-
NON-DISCOVERIES	27.72	-	-	-
ABATEMENTS	(27.72)	-	-	-
REIMBURSEMENTS-JOURNAL ENTRY	55.09	-	-	-
TOTAL CHARGE	10,333,650.11	-	-	-
BEGINNING COLLECTIONS	10,246,834.67	-	-	-
COLLECTIONS	468.48	-	-	-
TOTAL COLLECTIONS	10,247,303.15	-	-	-
BALANCE OUTSTANDING	86,346.96	-	-	-
PERCENTAGE OF MOTOR VEHICLE	99.16%			
OVERALL CHARGED	106,605,235.67	86,243,303.52	75,933,826.17	60,651,515.04
OVERALL COLLECTED	106,136,738.20	86,020,793.27	75,782,471.79	60,537,872.86
OVERALL PERCENTAGE	99.56%	99.74%	99.80%	99.81%

**AUGUST 2010
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

AUGUST 31, 2010 REGULAR TAX	2002	2001	2000
BEGINNING CHARGE	51,673,845.76	48,122,602.16	43,552,864.81
TAX CHARGE			
DISCOVERIES			
NON DISCOVERIES			
ABATEMENTS			
TOTAL CHARGE	51,673,845.76	48,122,602.16	43,552,864.81
BEGINNING COLLECTIONS	51,590,629.03	48,061,498.66	43,510,144.77
COLLECTIONS	20.64	525.64	
TOTAL COLLECTIONS	51,590,649.67	48,062,024.30	43,510,144.77
BALANCE OUTSTANDING	83,196.09	60,577.86	42,720.04
PERCENTAGE OF REGULAR	99.84%	99.87%	99.90%
AUGUST 31, 2010 MOTOR VEHICLE			
BEGINNING CHARGE	-	-	-
3RD MOTOR VEHICLE BILLING	-	-	-
NON-DISCOVERIES	-	-	-
ABATEMENTS	-	-	-
REIMBURSEMENTS-JOURNAL ENTRY	-	-	-
TOTAL CHARGE	-	-	-
BEGINNING COLLECTIONS	-	-	-
COLLECTIONS	-	-	-
TOTAL COLLECTIONS	-	-	-
BALANCE OUTSTANDING	-	-	-
PERCENTAGE OF MOTOR VEHICLE			
OVERALL CHARGED	51,673,845.76	48,122,602.16	43,552,864.81
OVERALL COLLECTED	51,590,649.67	48,062,024.30	43,510,144.77
OVERALL PERCENTAGE	99.84%	99.87%	99.90%

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 4, 2010

Action Agenda Item No. 4/76
(Central Admin. use only)

SUBJECT: Untimely Disabled Veteran / Elderly / Exempt Applications

DEPARTMENT: Tax Administration **PUBLIC HEARING:** No

ATTACHMENT(S): Tax Office Summary of Recommendations for Untimely Applications **INFORMATION CONTACT:** John Petoskey

TELEPHONE NUMBERS: 704-283-3748

DEPARTMENT'S RECOMMENDED ACTION: Approve said applications

BACKGROUND: The tax office has received one late Disabled Veteran application, one late Elderly application and one late Exempt application.

North Carolina Tax Law contains provisions for the Board of County Commissioners to consider late applications for just cause after the Board of Equalization and Review has adjourned. The Board of Equalization and Review customarily approved such applications while it was in session.

FINANCIAL IMPACT: Negligible impact due to the small volume (3)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**BOCC - Tax Office Staff Recommendations for Disabled Veteran Exclusion, Elderly Exclusion
& Exempt Untimely Applications 9/22/2010**

Disabled Veteran Exclusion

ITEM #	PARCEL #	EXCLUSION INFO	OWNER	REASONS
1	09-397-169	Total Market Value = \$313,200 Exclusion Value = \$45,000 Total Taxable Value = \$268,200	Dully, Frank E. Jr. & Rebecca A.	The Assessment Data Staff recommends approval for the untimely filing of a 2010 Disabled Veteran Exclusion application pending the NCDVA-9 form (Certification for Disabled Veterans) is submitted prior to the end of the 2010 calendar year. Per a letter from Mrs. Dully: their application was submitted untimely because they were out of town for cancer treatment. The application was received by our office on September 20, 2010 (deadline was June 1, 2010).

Elderly Exclusion

2	09-292-002	Total Market Value = \$91,010 Exclusion Value = \$45,505 Total Taxable Value = \$45,505	Helms, Janice Faye	The Assessment Data Staff recommends approval for the untimely filing of a 2010 Elderly Exclusion application. Per a conversation with Ms. Helms: her application was submitted untimely due to a lot of sickness in her family. The application was received by our office on September 20, 2010 (deadline was June 1, 2010). All other qualifications were met.
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Exempt

3	02-145-014	Total Market Value = \$339,420 Exempt Value = \$339,420 Total Taxable Value = \$0	Greater Grace Community Missionary Baptist Church	The Assessment Data Staff recommends approval for the untimely filing of a 2010 Exemption application. Per a letter submitted by Rev. Rodney J. Evans, Sr.: They were under the impression that their tax exempt status was satisfied after the completion of their facility in July of 2009 and they had no knowledge of a need to complete a tax exempt application. The complete application was received by our office on September 17, 2010 (deadline was January 31, 2010). A field review of the property was conducted on September 21, 2010 and all other qualifications were met.
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UNION COUNTY
Office of the Tax Administrator
500 N. Main Street, Suite 236
P.O. Box 97
Monroe, NC 28111-0097

ITEM # 4/7c 704-283-3746
MEETING DATE 10/4/10 704/297-2588 Fax
John C. Petoskey
Tax Administrator

MEMORANDUM

TO: The Board of County Commissioners
FROM: John C. Petoskey
Tax Administrator
DATE: September 17, 2010
RE: **Fourth Motor Vehicle Billing**

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

JCP: jw

DATE: 9/17/10

LEVY TOTALS BY REVENUE UNIT-SUMMARY
9/18/2010 THROUGH 9/18/2010

PAGE 1
PROG# BL2140

REVENUE UNIT DESCRIPTION	CODE	PRINCIPAL TAXES	ASSESSMENTS	LATE LIST PENALTIES	REVENUE UNIT TOTAL	ASV	EXEMPT
UNION COUNTY	001	913,546.41			913,546.41	138,798,334	1,423,883.00
VILLAGE OF MARVIN	101	1,995.29			1,995.29	3,989,608	
CITY OF MONROE	200	87,152.19	11,125.00		98,277.19	18,867,787	1,261,440.00
MONROE DOWNTOWN SERVICE	222	30.18			30.18	15,090	
TOWN OF WINGATE	300	4,328.97			4,328.97	1,159,505	49,540.00
TOWN OF MARSHVILLE	400	3,811.76			3,811.76	1,003,097	
TOWN OF WAXHAW	500	22,155.07			22,155.07	6,516,223	
TOWN OF INDIAN TRAIL	600	33,646.32			33,646.32	23,234,101	30,333.00
TOWN OF STALLINGS	700	21,208.44			21,208.44	9,864,239	
TOWN OF WEDDINGTON	800	2,522.77			2,522.77	8,407,981	
VILLAGE OF LAKE PARK	900	5,329.78			5,329.78	2,317,274	
TOWN OF FAIRVIEW	930	442.19			442.19	2,927,841	
TOWN OF HEMBY BRIDGE	950	165.22			165.22	660,220	
VILLAGE OF WESLEY CHAPEL	970	675.97			675.97	4,096,449	
TOWN OF UNIONVILLE	980	770.22			770.22	3,851,096	
TOWN OF MINERAL SPRINGS	990	394.56			394.56	1,582,997	5,930.00
SPRINGS FIRE TAX	015	2,587.62			2,587.62	8,471,481	14,960.00
STALLINGS FIRE TAX	020	5,887.25			5,887.25	14,512,293	11,530.00
HEMBY BRIDGE FIRE TAX	023	7,813.60			7,813.60	15,866,889	18,473.00
WESLEY CHAPEL FIRE TAX	026	5,051.26			5,051.26	26,480,297	35,300.00
WAXHAW FIRE TAX	028	2,497.39			2,497.39	10,071,847	1,250.00
*** TOTALS ***		1,122,012.46	11,125.00		1,133,137.46	302,694,649	2,852,639.00

** NORMAL END OF JOB **

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 4, 2010

Action Agenda Item No. 4/8
(Central Admin. use only)

SUBJECT: Ammendment to the 2010-2011 Union County Pay and Classification Plan

DEPARTMENT: Personnel

PUBLIC HEARING: No

ATTACHMENT(S):
1) Memo
2) Quality Assurance Technician job description

INFORMATION CONTACT:
Mark Watson

TELEPHONE NUMBERS:
704-283-3869

DEPARTMENT'S RECOMMENDED ACTION:

Add the following Classification Title and Pay Grade to the 2010 - 2011 Union County Pay and Classification Plan:

1) NEW Classification: Temporary Part time Quality Assurance Technician - Pay Grade 58

BACKGROUND: Union County's Emergency Communications Center is currently accredited by the National Academy of Emergency Dispatch for Fire and Medical dispatch protocols. Recently, the Center implemented Emergency Police Dispatch protocols and is currently engaged in the accreditation process.

In order to obtain and maintain these important protocol accreditations, the National Academy requires that a percentage of emergency calls received in the Center to be screened weekly for protocol compliance and quality assurance. As additional protocols are implemented (Fire, Medical, Police), the volume of calls that must be screened for compliance increases. In addition to a full time Quality Improvement / Assurance Coordinator, the Center would like to reclassify 2 Temporary Part-Time Telecommunicators positions to Temporary Part-Time Quality Assurance Technicians to assist in screening emergency calls for protocol compliance.

Articles II and III of the Union County Personnel Resolution, requires the Pay and Classification Plans be administered and maintained so that they will accurately reflect the duties performed by employees in the classes to which their positions are allocated.

Therefore, the appropriate job analysis and evaluation was conducted to determine if a

substantial change would occur in the nature or level of duties and responsibilities of the Temporary Part-Time Telecommunicator positions that would solely assist in screening emergency calls for protocol compliance.

The results indicate that a substantial change has occurred. The classification and pay grade assignment should be:

Temporary Part time Quality Assurance Technician - Pay Grade 58.

PROCESS -

Job Analysis:

We conducted a formal job analysis of the indicated job to obtain a thorough understanding of the scope of responsibility and the major job functions associated with the job. Our job analysis process was a three-pronged approach that began with the administration of our Equi-Val Position Questionnaire (EPQ) followed by a comprehensive analysis of the data and information that was provided by the Interim Communications Director when the Questionnaire was completed. During this phase, the Classification and Compensation Analyst reviewed the County's existing job documentation, including job descriptions and job classification specifications to complete the analysis.

Job Evaluation:

We administered a factor-analysis job evaluation system to measure the level of complexity associated with the content of the job, to determine the relative worth of the job reviewed, to establish internal equity within the County's pay structure and to ensure a valid and reliable compensation plan for the County. The department's management was asked to review a preliminary evaluation for the purpose of providing input regarding their opinion as to the face validity of the outcomes.

The factor-analysis job evaluation covered the following job content factors and criteria in the evaluation of each job:

Job Function Requirements

- Information Processing
- People Relationships
- Technology Application

Aptitude Requirements

- Vocabulary Skill
- Quantitative Skill
- Procedural Judgment Skill
- Contingency Judgment Skill

Responsibility Requirements

- Physical Adroitness Skill
- Physical Strength Skill
- Job Sensory Skill
- Experience Derived Job Skill
- Supervisory Control
- Horizon Planning
- Budgetary Allocation
- Academically Derived Job Skill

Job Environment Requirements

- Working Conditions

Job evaluations based on the job-related criteria associated with the foregoing factors provided

a quantitative score for each job. The score determined for each job represented a measure of the degree of complexity or the level of difficulty associated with the particular job. The scores were also used to establish the grade level for each job. Different jobs with the same or similar scores would be grouped into the same pay grade indicating, that although different in content, they were of equal complexity.

Job Descriptions or Classification Specifications:

Using data from the position questionnaire and job description documentation from other agencies/jurisdictions, we prepared an accurate job description and/or a class specification for the job involved in this analysis. The job description, or job class specification, was designed to identify the essential duties and responsibilities of the job, the performance indicators, the requisites necessary for compliance with the Americans with Disabilities Act (ADA) and other applicable regulatory requirements. The job description and/or job specification also includes the minimum education and experience requirements of the job as well as the required knowledge, skills and abilities to perform the job duties described by the specification and/or description.

FINANCIAL IMPACT:

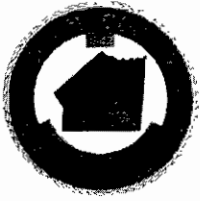
None.

The number of positions (FTE's) allocated to Communications in the 2010-2011 Approved Budget will remain the same.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



UNION COUNTY EMERGENCY COMMUNICATIONS

500 NORTH MAIN ST., SUITE 13
MONROE, NC 28112 - 0794

Dawn Johnson Hinkel, Interim Director

To: Wes Baker, Interim County Manager

From: Dawn Hinkel, Interim Emergency Communications Director

Ref: Part time positions

Date: September 10, 2010

We currently have five part-time positions available. I would like to request that two of those positions be moved to part-time Quality Assurance positions. We currently have two employees that are certified to review fire calls and one employee who is certified to review medical calls. However, our staffing levels keep them from being able to review any calls. The Quality Assurance Coordinator has been able to maintain medical and fire review requirements, but will not be able to meet the requirements for police as well. There will be no additional financial impact.

The Department of Emergency Communications has ever changing demands and needs that must be met in order to maintain the level of excellence that is expected of us. The National Academy of Emergency Dispatch requires a minimum number of calls be randomly selected and reviewed for Quality Assurance each week. Agencies whose call volume is below 43,333 a year are required to audit 25 cases per week. This applies to Union County in medical and fire protocols (25 per week each). With the implementation of the Emergency Police Dispatch protocols, the demand for Quality Assurance has increased significantly. Agencies whose call volume is greater than 43,333 are required to audit a percentage of their calls, ranging between one and three percent. Union County processed over 182,500 police calls in 2009. Our required percentage is 2.39% which equals eighty-four (84) calls per week.

Our goal is to earn accreditation in Emergency Police Dispatch within the next year, making us the second center in the world to be triple accredited. In order to achieve this goal, our quality assurance program must meet the requirements of the Academy.

Thank you for your consideration.

XXXX

UNION COUNTY JOB DESCRIPTION

**JOB TITLE: TPT - QUALITY ASSURANCE TECHNICIAN
COMMUNICATIONS**

GENERAL STATEMENT OF JOB

Under general supervision, reviews emergency and non-emergency calls to measure protocol compliance. Documents findings and submits recommendations to the coordinator. Has ability to exercise tact, courtesy and firmness in frequent contact with representatives of governmental agencies, civic groups, and the general public. Is able to establish and maintain effective working relationships as necessitated by work assignments. Reports to the Quality Improvement/Assurance Coordinator.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Conducts a random case review of emergency and non-emergency calls to measure protocol compliance.

Organizes and documents all quality improvement data, findings, and recommendations for submission to the Coordinator.

Assists with the coordination of emergency dispatch projects including research and studies by organizing, retrieving, and filing case review data.

Assists with quality improvement program development for emergency dispatch training.

Assists with coordination of emergency dispatcher certification and recertification training.

Ensures compliance to HIPAA, Public Right to Know Act, North Carolina General Statutes, and other applicable laws.

Stays abreast of protocol and system changes.

ADDITIONAL JOB FUNCTIONS

Attends reviewer comparison meetings as necessary.

Performs any other related duties as required.

MINIMUM TRAINING AND EXPERIENCE

High school diploma and one to two years of secretarial or clerical experience; or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

SPECIAL REQUIREMENTS

Certification as an emergency dispatcher for the protocol (EMD, EFD, EPD) in which quality assurance will be performed preferred; or the ability to obtain within three (3) months of employment.

Successful completion of the EMD-Q, EFD-Q and/or EPD-Q course.

CPR certification preferred, required for EMD-Q review.

Must pass any/all background investigations, including Criminal History check(s).

Must have a valid driver's license and be able to maintain a safe driving history as defined by the Union County Vehicle Use Policy.

Must be able to type 40 words per minute.

**MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED
TO PERFORM ESSENTIAL JOB FUNCTIONS**

Physical Requirements: Must be physically able to operate a variety of machinery and equipment including computers, typewriters, copiers, paper shredders, time clocks, box cutters, etc. Must be able to exert up to 20 pounds of force occasionally, and/or up to 2 pounds of force frequently, and/or a negligible amount of force constantly to move objects. Physical demand requirements are in excess of those for Sedentary Work. Light Work usually requires walking or standing to a significant degree. However, if the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

Data Conception: Requires the ability to compare and/or judge the readily observable, functional, structural or composite characteristics (whether similar or divergent from obvious standards) of data, people or things.

Interpersonal Communication: Requires the ability to speak clearly, to hear clearly, and to see clearly in order to convey or exchange information with people. Includes receiving instructions, assignments or directions from superiors.

Language Ability: Requires the ability to read a variety of reports, correspondence, logs, manuals, etc. Requires the ability to prepare correspondence, technical and narrative reports, forms, charts, diagrams, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style. Requires the ability to speak to people with poise, voice control and confidence.

Intelligence: Requires the ability to apply rational systems to solve problems and deal with a variety of concrete variables in situations where only limited standardization exists; to interpret a variety of instructions furnished in written, oral diagrammatic or schedule form.

Verbal Aptitude: Requires the ability to record and deliver information, to explain procedures, to follow oral and written instructions. Must be able to communicate effectively and efficiently in a variety of technical or professional languages including medical technology and emergency response codes.

Numerical Aptitude: Requires the ability to utilize mathematical formulas. Must be able to add, subtract, multiply, and divide. Must be able to utilize decimals and percentages; understand and apply statistical theory.

NEW CLASSIFICATION

Form/Spatial Aptitude: Requires the ability to inspect items for proper length, width and shape.

Motor Coordination: Requires the ability to coordinate hands and eyes rapidly and accurately in using office and communications equipment.

Manual Dexterity: Requires the ability to handle a variety of office equipment, communications equipment, control knobs, switches, etc. Must have minimal levels of eye/hand/foot coordination.

Color Discrimination: Requires the ability to differentiate between colors and shades of color.

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instructions. Must be adaptable to performing under stress and when confronted with persons acting under stress, and in emergency situations.

Physical Communication: Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear). Must be able to communicate via telephone and two-way radio.

PERFORMANCE INDICATORS

Knowledge of Job: Has thorough knowledge of the practices, procedures, standards and regulations regarding emergency communications at the local government level. Has thorough knowledge of the operation of a wide variety of communications equipment. Has thorough knowledge of the ethical guidelines applicable to the position as outlined by professional organizations and/or federal, state and local laws, rules and regulations. Has considerable knowledge of the geographical layout of the County and all political subdivisions. Has considerable knowledge of the locations and capabilities of available fire, rescue and emergency medical units. Has ability to maintain moderately complex records and to prepare and submit reports. Is able to effectively express ideas orally and in writing. Has ability to exercise tact, courtesy and firmness in frequent contact with representatives of governmental agencies, civic groups, and the general public. Is able to establish and maintain effective working relationships as necessitated by work assignments.

Quality of Work: Maintains high standards of accuracy in exercising duties and responsibilities. Exercises immediate remedial action to correct any quality deficiencies that occur in areas of responsibility. Maintains high quality communication and interacts with all County departments and divisions, co workers and the general public.

Quantity of Work: Maintains effective and efficient output of all duties and responsibilities as described under "Specific Duties and Responsibilities."

Dependability: Assumes responsibility for doing assigned work and meeting deadlines. Completes assigned work on or before deadlines in accordance with directives, County policy, standards and prescribed procedures. Accepts accountability for meeting assigned responsibilities in the technical, human and conceptual areas.

Attendance: Attends work regularly and adheres to County policies and procedures regarding absences and tardiness. Provides adequate notice to higher management with respect to vacation time and time off requests.

Initiative and Enthusiasm: Maintains an enthusiastic, self reliant and self starting approach to meet job responsibilities and accountabilities. Strives to anticipate work to be done and initiates proper and acceptable direction for completion of work with a minimum of supervision and instruction.

Judgment: Exercises analytical judgment in areas of responsibility. Identifies problems or

NEW CLASSIFICATION

situations as they occur and specifies decision objectives. Identifies or assists in identifying alternative solutions to problems or situations. Implements decisions in accordance with prescribed and effective policies and procedures and with a minimum of errors. Seeks expert or experienced advice and researches problems, situations and alternatives before exercising judgment.

Cooperation: Accepts supervisory instruction and direction and strives to meet the goals and objectives of same. Questions such instruction and direction when clarification of results or consequences are justified, i.e., poor communications, variance with County policy or procedures, etc. Offers suggestions and recommendations to encourage and improve cooperation between all staff persons and departments within the County.

Relationships with Others: Shares knowledge with supervisors and staff for mutual and County benefit. Contributes to maintaining high morale among all County employees. Develops and maintains cooperative and courteous relationships with department employees, staffers and managers in other departments, representatives from organizations, and the general public so as to maintain good will toward the County and project a good County image. Tactfully and effectively handles requests, suggestions and complaints from other departments and persons in order to maintain good will within the County. Interacts effectively with fellow employees, professionals and the general public.

Coordination of Work: Plans and organizes daily work routine. Establishes priorities for the completion of work in accordance with sound time management methodology. Avoids duplication of effort. Estimates expected time of completion of elements of work and establishes a personal schedule accordingly. Attends meetings, planning sessions and discussions on time. Implements work activity in accordance with priorities and estimated schedules. Maintains a calendar for meetings, deadlines and events.

Safety and Housekeeping: Adheres to all safety and housekeeping standards established by the County and various regulatory agencies. Sees that the standards are not violated. Maintains a clean and orderly workplace; includes cleaning kitchen and refilling ice trays.

July and Aug. 2010 Budget Transfers Report

09/16/2010 19:17 |MUNIS - LIVE
|JOURNAL INQUIRY

|PG 1
|glcjeinq

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	01	182 BUA	07/02/2010	07/08/2010	LIT	chelms		1N	J/E	2011	
LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB			
ACCOUNT						ACCOUNT DESCRIPTION					
1	10541700	5265			LIT01	FUNDS ELECTRONIC POLL BOOK	40,000.00				
10	-10-5-417-00	-5265	-			OFFICE COMPUTER EQUIPMENT					
2	10541700	5920			LIT01	FUNDS ELECTRONIC POLL BOOK		40,000.00			
10	-10-5-417-00	-5920	-			CONTINGENCY					
** JOURNAL TOTAL				0.00		0.00					

General Fund - LIT to adjust budget accounts for the purchase of electronic poll books within the Board of Elections program budget.

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	01	543 BUA	07/20/2010	07/23/2010	LIT	chelms		1N	J/E	2011	
LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB			
ACCOUNT						ACCOUNT DESCRIPTION					
1	10549700	5699			LIT2	ADJ CONTRACT AMOUNT C2543	1.00				
10	-50-5-497-00	-5699	-			PAYMENTS TO OTHER AGENCIES					
2	10549700	5920			LIT2	ADJ CONTRACT AMOUNT C2543		1.00			
10	-50-5-497-00	-5920	-			CONTINGENCY					
** JOURNAL TOTAL				0.00		0.00					

General Fund - LIT to adjust budget accounts for NC Div. of Forest Resources agreement within the Forest Management program budget.

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	01	637 BUA	07/27/2010	07/28/2010	LIT	chelms		1N	J/E	2011	
LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB			
ACCOUNT						ACCOUNT DESCRIPTION					
1	10543200	5381			LIT3	FUNDS DIRECTOR RECRUITMENT	19,500.00				
10	-20-5-432-00	-5381	-			PROFESSIONAL SERVICES					
2	10543200	5352			LIT3	FUNDS DIRECTOR RECRUITMENT		19,500.00			
10	-20-5-432-00	-5352	-			MAINT & REPAIRS-EQUIPMENT					
** JOURNAL TOTAL				0.00		0.00					

General Fund - LIT to adjust budget accounts for director recruitment agreement within the Communications program budget.

YEAR	PER	JOURNAL SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	01	770 BUA	07/30/2010	08/02/2010	LIT	chelms		1N	J/E	2011	
LN	ORG	OBJECT PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT OB			
ACCOUNT						ACCOUNT DESCRIPTION					

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 Meeting Date: 10-04-2010

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 01 770 BUA 07/30/2010 08/02/2010 LIT cheImS 1 N J/E 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553160	5290	1510			LIT4	GRP HOME VAN REPLACEMENT	712.00		
10	-60-5-531-60-5290			-1510			TOOLS AND SUPPLIES			
2	10553160	5540	1510			LIT4	GRP HOME VAN REPLACEMENT	23,509.00		
10	-60-5-531-60-5540			-1510			VEHICLES			
3	10553160	5800	1510			LIT4	GRP HOME VAN REPLACEMENT		24,221.00	
10	-60-5-531-60-5800			-1510			INTERDEPARTMENTAL CHARGES			
** JOURNAL TOTAL					0.00			0.00		

General Fund - LIT to adjust budget accounts for purchase of replacement Group Home van via higher anticipated JCPC charges within the DSS, Group Home program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 01 771 BUA 07/28/2010 08/02/2010 LIT5 cheImS 1N J/E 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10553160	5920	1535			LIT5	ADJ SMARTSTART & MOVE DIFF	4,662.00		
10	-60-5-531-60-5920			-1535			CONTINGENCY			
2	10553160	5220	1535			LIT5	ADJ SMARTSTART & MOVE DIFF	45.00		
10	-60-5-531-60-5220			-1535			FOOD AND PROVISIONS			
3	10453160	4920	1535			LIT5	ADJ SMARTSTART & MOVE DIFF		4,662.00	
10	-60-4-531-60-4920			-1535			CONTINENCY			
4	10453160	4447	1535			LIT5	ADJ SMARTSTART & MOVE DIFF	4,662.00		
10	-60-4-531-60-4447			-1535			ST GRANT-SMART START			
5	10553160	5260	1535			LIT5	ADJ SMARTSTART & MOVE DIFF		210.00	
10	-60-5-531-60-5260			-1535			PRINTING AND OFFICE SUPPLIES			
6	10553160	5265	1535			LIT5	ADJ SMARTSTART & MOVE DIFF		200.00	
10	-60-5-531-60-5265			-1535			OFFICE COMPUTER EQUIPMENT			
7	10553160	5311	1535			LIT5	ADJ SMARTSTART & MOVE DIFF		908.00	
10	-60-5-531-60-5311			-1535			TRAVEL			
8	10553160	5312	1535			LIT5	ADJ SMARTSTART & MOVE DIFF		600.00	
10	-60-5-531-60-5312			-1535			TRAVEL SUBSISTENCE			
9	10553160	5395	1535			LIT5	ADJ SMARTSTART & MOVE DIFF		325.00	
10	-60-5-531-60-5395			-1535			EDUCATION EXPENSES			
10	10553160	5399	1535			LIT5	ADJ SMARTSTART & MOVE DIFF		2,414.00	
10	-60-5-531-60-5399			-1535			PUBLIC ASSISTANCE			
11	10553160	5491	1535			LIT5	ADJ SMARTSTART & MOVE DIFF		50.00	
10	-60-5-531-60-5491			-1535			DUES AND MEMBERSHIPS			
** JOURNAL TOTAL					0.00			0.00		

General Fund - LIT to adjust budget accounts downward to maximum revenue contract amount within the DSS, Smart Start Assistance program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	01	773	BUA	07/29/2010	08/02/2010	LIT6	chelms		1N	J/E	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	64571400	5594	SE002	LIT6			EASTSIDE IMPROVEMENTS PERM	7,600.00		
64	-90-5-714-00	-5594	-SE002				ARCHITECTURAL & ENGINEERING			
2	64571400	5593	SE002	LIT6			EASTSIDE IMPROVEMENTS PERM		7,600.00	
64	-90-5-714-00	-5593	-SE002				CONSTRUCTION ADMIN EXPENDITURE			
** JOURNAL TOTAL					0.00		0.00			

Water & Sewer Capital Project Fund - LIT to adjust budget accounts within the Eastside Sewer Improvements project.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	01	856	BUA	07/22/2010	08/17/2010	See Backup			1N	J/E	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10423000	4150		LIT 7	LIT 7		Comment Entry - see backup			.01
10	-10-4-230-00	-4150	-				LOCAL SALES TAX-1 CENT			
2	10423000	4150		LIT 7	LIT 7		Comment Entry - see backup	.01		
10	-10-4-230-00	-4150	-				LOCAL SALES TAX-1 CENT			
3	10443400	4920		LIT 7	LIT 7		Comment Entry - see backup			.01
10	-20-4-434-00	-4920	-				CONTINENCY			
4	10443400	4920		LIT 7	LIT 7		Comment Entry - see backup	.01		
10	-20-4-434-00	-4920	-				CONTINENCY			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT for adopted budget backup comments within the Local Option Sales Tax revenue and Contingency revenue program budgets.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	01	860	BUA	07/02/2010	08/18/2010	LIT1A	chelms		1N	J/E	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10541700	5920		LIT1A			REVERSE LIT #1	40,000.00		
10	-10-5-417-00	-5920	-				CONTINGENCY			
2	10541700	5265		LIT1A			REVERSE LIT #1		40,000.00	
10	-10-5-417-00	-5265	-				OFFICE COMPUTER EQUIPMENT			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to reverse LIT # 1 (adjust budget accounts for the purchase of electronic poll books within the Board of Elections program budget).

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 01 861 BUA 07/22/2010 08/18/2010 LIT9 che1ms 1N J/E 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10541300	5128				LIT9	COVER TRAVEL ALLOWANCE NEW	4,440.00		
10	-10-5-413-00-5128						TRAVEL ALLOWANCE			
2	10541300	5121				LIT9	COVER TRAVEL ALLOWANCE NEW		4,440.00	
10	-10-5-413-00-5121						SALARIES & WAGES			
** JOURNAL TOTAL					0.00			0.00		

General Fund - LIT to adjust budget accounts for travel allowance within the Finance Department program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 02 255 BUA 08/06/2010 08/11/2010 BA1 che1ms 1N J/E 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10541700	5265				BA1	FUNDS FOR ELEC POLL BOOKS	40,000.00		
10	-10-5-417-00-5265						OFFICE COMPUTER EQUIPMENT			
2	10499100	4991				BA1	FUNDS FOR ELEC POLL BOOKS		40,000.00	
10	-99-4-991-00-4991						FUND BALANCE APPROPRIATED			
3	10	393500				BA1	BUDGET APPROPRIATIONS CONTROL		40,000.00	1
10	-393500-									
4	10	393400				BA1	BUDGET ESTIM REVENUE CONTROL	40,000.00		1
10	-393400-									
** JOURNAL TOTAL					40,000.00			40,000.00		

General Fund - BA to appropriate and carryover fund balance for available project balance for the electronic poll book project of fiscal year 2010 to fiscal year 2011. Approved by BOCC to increase appropriations for carryovers representing designations for special projects and purposes as they will be reflected in the audit report.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 02 256 BUA 08/06/2010 08/11/2010 BA2 che1ms 1N J/E 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10558100	5290	1680			BA2	TRANSP OPERATING ASSISTANC	2,968.00		
10	-60-5-581-00-5290						TOOLS AND SUPPLIES			
2	10553101	5396	1450			BA2	TRANSP OPERATING ASSISTANC	13,576.00		
10	-60-5-531-01-5396						TRANSPORTATION-DOT			
3	10458100	4485	1680			BA2	TRANSP OPERATING ASSISTANC		2,062.00	
10	-60-4-581-00-4485						ST GRANT-ROAP			
4	10458100	4495	1680			BA2	TRANSP OPERATING ASSISTANC		906.00	
10	-60-4-581-00-4495						ST GRANT-RGP			
5	10453101	4485	1450			BA2	TRANSP OPERATING ASSISTANC		13,576.00	
10	-60-4-531-01-4485						ST GRANT-ROAP-WORK FIRST			

General Fund - BA to appropriate additional State ROAP grant funds for the Social Services, Admin program budget and the Transportation program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 02 256 BUA 08/06/2010 08/11/2010 BA2 chelms 1 N J/E 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
6	10	393500			<u>BA2</u>			16,544.00	1	
10		-393500-					BUDGET APPROPRIATIONS CONTROL			
7	10	393400			BA2			16,544.00		1
10		-393400-					BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					16,544.00		16,544.00			

BA # 2 continued.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 02 257 BUA 08/06/2010 08/11/2010 BA4 chelms 1N J/E 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10561100	5381	1802		<u>BA4</u>		FUNDS FOR LSTA PLANNING GR	20,000.00		
10		-80-5-611-00-5381		-1802			PROFESSIONAL SERVICES			
2	10461100	4368	1802		BA4		FUNDS FOR LSTA PLANNING GR		20,000.00	
10		-80-4-611-00-4368		-1802			FED GRANT-FOR PUBLIC ED/LSCA			
3	10	393500			BA4				20,000.00	1
10		-393500-					BUDGET APPROPRIATIONS CONTROL			
4	10	393400			BA4			20,000.00		1
10		-393400-					BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					20,000.00		20,000.00			

General Fund - BA to appropriate Federal grant for LSTA planning in the Library, LSTA program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 02 450 BUA 08/18/2010 08/18/2010 LIT8 chelms 1N J/E 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10540500	5354			<u>LIT8</u>		TRAINING TRAVEL EXP SIRE T	11,304.00		
10		-10-5-405-00-5354		-			MAINT AGREEMNTS-COMP.SOFTWARE			
2	10540500	5510			LIT8		TRAINING TRAVEL EXP SIRE T		11,304.00	
10		-10-5-405-00-5510		-			OFFICE FURNITURE AND EQUIPMENT			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts for travel and training related to the agenda, minutes, meeting, and video management software within the Central Administration program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	02	452	BUA	08/02/2010	08/18/2010	BA3	chelms		1N	J/E	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10461100	4447	1804			BA3	SMART START PROG FUNDS FY2		3,000.00	
10	-80-4-611-00-4447					-1804	ST GRANT-SMART START			
2	10561100	5920	1800			BA3	SMART START PROG FUNDS FY2		662.00	
10	-80-5-611-00-5920					-1800	CONTINGENCY			
3	10561100	5126	1804			BA3	SMART START PROG FUNDS FY2	447.00		
10	-80-5-611-00-5126					-1804	SALARIES & WAGES-TEMP AND PART			
4	10561100	5181	1804			BA3	SMART START PROG FUNDS FY2	35.00		
10	-80-5-611-00-5181					-1804	FICA CONTRIBUTIONS			
5	10561100	5260	1804			BA3	SMART START PROG FUNDS FY2	3,184.00		
10	-80-5-611-00-5260					-1804	PRINTING AND OFFICE SUPPLIES			
6	10561100	5186	1804			BA3	SMART START PROG FUNDS FY2		4.00	
10	-80-5-611-00-5186					-1804	WORKERS COMPENSATION			
7	10	393500				BA3			3,000.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
8	10	393400				BA3		3,000.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					3,000.00		3,000.00			

General Fund - BA to appropriate adjustment for State grant for Smart Start Family Literacy in the Library, Union County Partnership for Children program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	02	453	BUA	08/16/2010	08/18/2010	BA5	chelms		1N	J/E	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10540500	5510				BA5	APPROP. FUNDS FOR SIRE TEC	154,676.00		
10	-10-5-405-00-5510					-	OFFICE FURNITURE AND EQUIPMENT			
2	10499100	4991				BA5	APPROP. FUNDS FOR SIRE TEC		154,676.00	
10	-99-4-991-00-4991					-	FUND BALANCE APPROPRIATED			
3	10	393500				BA5			154,676.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400				BA5		154,676.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					154,676.00		154,676.00			

General Fund - BA to appropriate and carryover fund balance for available project balance for the agenda, minutes, meeting, and video management software project of fiscal year 2010 to fiscal year 2011. Approved by BOCC to increase appropriations for carryovers representing designations for special projects and purposes as they will be reflected in the audit report.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	02	454	BUA	08/12/2010	08/18/2010	CMB1	chelms		1N	J/E	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
							ACCOUNT DESCRIPTION			

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 02 454 BUA 08/12/2010 08/18/2010 CMBAL chelms 1 N J/E 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10543130	5550	1064	CMBAL			APPROP. FUNDS JAG RESOLUTI	52,729.00		
10	-20-5-431-30-5550			-1064			OTHER EQUIPMENT			
2	10443130	4290	1064	CMBAL			APPROP. FUNDS JAG RESOLUTI		52,729.00	
10	-20-4-431-30-4290			-1064			DEPT INTERGOV RECEIPTS RIG-LSR			
3	10	393500		CMBAL					52,729.00	1
10	-393500-						BUDGET APPROPRIATIONS CONTROL			
4	10	393400		CMBAL				52,729.00		1
10	-393400-						BUDGET ESTIM REVENUE CONTROL			
** JOURNAL TOTAL					52,729.00		52,729.00			

General Fund - CMBA to appropriate funds for Edward Byrne Memorial Justice Assistance Grant (JAG, pre-application was approved by the BOCC on June 7th, Consent Agenda Item # 6). Approved as provided in Section D of the Resolution Governing Certain Contract, Personnel, and Fiscal Matters.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 02 558 BUA 08/20/2010 08/23/2010 LIT11 chelms 1N J/E 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10540500	5126		LIT11			INTERN WORK W/PIO	5,000.00		
10	-10-5-405-00-5126			-			SALARIES & WAGES-TEMP AND PART			
2	10540500	5121		LIT11			INTERN WORK W/PIO		5,000.00	
10	-10-5-405-00-5121			-			SALARIES & WAGES			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts for temporary part-time intern within the Central Administration program budget.

YEAR PER JOURNAL SRC EFF DATE ENT DATE JNL DESC CLERK ENTITY AUTO-REV STATUS BUD YEAR JNL TYPE
2011 02 559 BUA 08/19/2010 08/23/2010 LIT12 chelms 1N J/E 2011

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	66547201	5381		LIT12			CAMP DRESSER MCKEE CONTRAC	4,105.00		
66	-40-5-472-01-5381			-			PROFESSIONAL SERVICES			
2	66547300	5381		LIT12			CAMP DRESSER MCKEE CONTRAC		4,105.00	
66	-40-5-473-00-5381			-			PROFESSIONAL SERVICES			
** JOURNAL TOTAL					0.00		0.00			

Solid Waste Operating Fund - LIT to adjust budget accounts for contract within the Solid Waste program budget.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	02	560	BUA	08/20/2010	08/23/2010	LIT10	chelms		1N	J/E	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10542621	5800			LIT10		UNION VILLAGE COST OF IMPR		50,000.00	
10	-10-5-426-21-5800						IDC-PM CAPITAL COSTS			
2	10542621	5580	UV		LIT10		UNION VILLAGE COST OF IMPR	50,000.00		
10	-10-5-426-21-5580				-UV		BUILDINGS AND IMPROVEMENTS			
** JOURNAL TOTAL					0.00		0.00			

General Fund - LIT to adjust budget accounts for improvements at Union Village within the General Services program budget. Final project costs to be determined to allocate final funding. Costs to be charged back to DSS and Health Dept, unless funded from Capital Projects Fund.

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	02	561	BUA	08/20/2010	08/23/2010	COBA2	chelms		1N	J/E	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	10556000	5630			CMBA2		FEES IT LIONS CLUB SIGHT A	300.00		
10	-60-5-560-00-5630						PAYMENTS TO OTHER GOV UNITS			
2	10592000	5920			CMBA2		FEES IT LIONS CLUB SIGHT A		300.00	
10	-92-5-920-00-5920						CONTINGENCY			
** JOURNAL TOTAL					0.00		0.00			

General Fund - CMBA to appropriate contingency funds for Indian Trail Lions Club to Hold "Sight Awareness Project" at Fred Kirby Park in the Other Outside Agencies program budget. (August 06, 2010 Agenda, 2. Consent Agenda, Item j.)

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2011	02	643	BUA	08/26/2010	08/30/2010	LIT13	chelms		1N	J/E	2011	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
1	64571400	5595	SE002		LIT13		LEGAL EASEMENT EXPENDITURE		80,000.00	
64	-90-5-714-00-5595				-SE002		CONSTRUCTION			
2	64571400	5592	SE002		LIT13		LEGAL EASEMENT EXPENDITURE	80,000.00		
64	-90-5-714-00-5592				-SE002		CAPITAL LEGAL LAND EASEMENTS			
** JOURNAL TOTAL					0.00		0.00			

Water & Sewer Capital Project Fund - LIT to adjust budget accounts within the Eastside Sewer Improvements project.

** GRAND TOTAL 286,949.00 286,949.00

21 Journals printed

** END OF REPORT - Generated by Dept413 **

BA-A provided the interim budget for FY11 as approved by the BOCC on June 21, 2010. BA-A-R reversed this action once the FY11 Budget Ordinance was adopted on July 22, 2010. Because these are such lengthy budget journals (3,485 lines each), they have not been included in this report.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 4, 2010

Action Agenda Item No. 4/11

(Central Admin. use only)

SUBJECT: Self-Help Waterline Extensions (Wellington Woods II & III, Lake Providence East and Greylyn)

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Engineer's Report, Bid Tabulations
and Bid Tabulation Summary

INFORMATION CONTACT:
Ed Goscicki

TELEPHONE NUMBERS:
704-296-4212

DEPARTMENT'S RECOMMENDED ACTION: Award construction bid to the lowest responsible bidder and authorize the County Manager to approve the agreement.

BACKGROUND:

On September 21, 2009 the Board of County Commissioners appropriated funds for waterline extensions into Wellington Woods II & III, Lake Providence East and Greylyn Subdivisions through the Self Help Program.

Wellington Woods II & III Subdivision is located off Potter Road near the intersection of Forest Lawn Drive. The project consists of approximately 6,436 lf of waterline and appurtenances serving approximately 38 residential customers.

The Lake Providence East Subdivision is located off of Potter Road near the intersection of Waxhaw Indian Trail Road. The project consists of approximately 3,064 lf of waterline and appurtenances serving approximately 19 residential customers.

Greylyn Subdivision is located off Forest Lawn Drive near the intersection of Antioch Church Road. The project consists of approximately 2,625 lf of waterline and appurtenances serving approximately 19 residential customers

These projects were bid as one contract in order to attract the most competitive bid possible. The projects were bid on September 16, 2010 with four bids received. Bid prices ranged from \$427,710.47 to \$623,532.00. Bids were checked and certified by McKim and Creed

Engineering with a recommendation of award to the low bidder, State Utility Contractors in the amount of \$427,710.47. Each individual subdivision came in under the original participant's budget.

FINANCIAL IMPACT: The recommendation for award of the construction contract is in the amount of \$427,710.47. Current funding is available to cover bid amount.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



ENGINEERS

SURVEYORS

PLANNERS

September 21, 2010

00771.0029 (50)

Mr. Scott Huneycutt, PE
Assistant Public Works Director
Union County Public Works
500 N. Main Street, Suite 500
Monroe, NC. 28112-4730

RE: Self-Help 2010 Water Mains
Engineering Report on Bids

Dear Mr. Huneycutt,

On September 16, 2010, four bids were received for the Self-Help 2010 Water Mains Project. State Utility Contractors of Monroe, North Carolina submitted the apparent low bid for the project in the amount of \$427,710.47. McKim & Creed has completed a detailed analysis of each bid submitted. Several irregularities in the bids received were identified, however, the irregularities did not affect the order of the bid and we recommend they be waived.

We also identified and corrected several math errors in total bid for sections and the total bid amounts in the bid of Dellinger, Inc. The corrected bid amounts did not affect the order of the bids received.

Attached please find a Certified Summary and Detailed Tabulation of each of the bids received for the Self-Help 2010 Water Mains Project.

The bids were very competitive, reflective of the current market place, and are within the budget for the entire project. We therefore recommend that Union County award the construction contract for the Self-Help 2010 Water Mains Project in the amount of \$ 427,710.47 to State Utility Contractors.

8020 Tower Point Drive

Charlotte, NC 28227

704.841.2588

Fax 704.841.2567

www.mckimcreed.com

Mr. Scott Huneycutt, PE
September 21, 2010
Page 2

We look forward to working with Union County Public Works during the construction of this significant project. Please contact our office at 704.841.2588 with any questions or concerns.

Respectfully submitted,

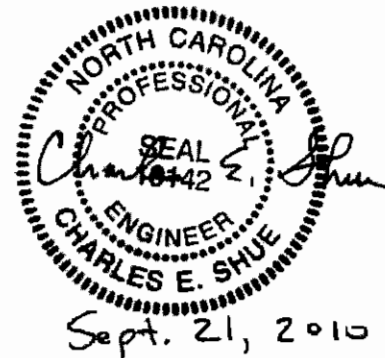
McKIM & CREED, PA

Charles E. Shue

Charles E. Shue, PE
Senior Project Manager

Enclosures

CC: Mike Garbark, PE



**CONTRACT A - WELLINGTON WOODS II & III
UNION COUNTY SELF-HELP 2010 WATER MAINS
DETAILED BID TABULATION
BID TABULATION OPENING: SEPTEMBER 16, 2010**

				State Utility Contractors NC License No. 17793		Ritchie Construction NC License No.5299		Dellinger, Inc NC License No. 5992		Harvest Environmental Services NC License No. 48312	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A	Mobilization (not to exceed 3% of Item B-W total)	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,150.00	\$ 8,150.00
B	Tie-in to Existing Water Line, Complete Station 0+00	LS	1	\$ 10,800.00	\$ 10,800.00	\$ 8,701.83	\$ 8,701.83	\$ 9,200.00	\$ 9,200.00	\$ 6,800.00	\$ 6,800.00
C	Water Line and Fittings										
	8-Inch Water Main	LF	1,570	\$ 18.20	\$ 28,574.00	\$ 18.16	\$ 28,571.20	\$ 19.00	\$ 29,830.00	\$ 19.00	\$ 29,830.00
	6-Inch Ductile Iron Pipe, CI 350, RJ	LF	357	\$ 33.00	\$ 11,781.00	\$ 28.84	\$ 10,295.88	\$ 42.00	\$ 14,994.00	\$ 35.00	\$ 12,652.00
	8-Inch Ductile Iron Pipe, CI 350, MJ	LF	40	\$ 46.00	\$ 1,840.00	\$ 36.53	\$ 1,461.20	\$ 60.00	\$ 2,400.00	\$ 32.00	\$ 1,280.00
	6-Inch Water Main	LF	3,217	\$ 12.60	\$ 40,534.20	\$ 13.68	\$ 44,008.56	\$ 15.00	\$ 48,255.00	\$ 17.00	\$ 54,689.00
	6-Inch Ductile Iron Pipe, CI 350, RJ	LF	345	\$ 28.50	\$ 9,832.50	\$ 24.97	\$ 8,614.65	\$ 37.00	\$ 12,765.00	\$ 32.00	\$ 11,040.00
	6-Inch Ductile Iron Pipe, CI 350, MJ	LF	40	\$ 37.00	\$ 1,480.00	\$ 28.75	\$ 1,150.00	\$ 50.00	\$ 2,000.00	\$ 39.00	\$ 1,560.00
	2-inch PVC, SDR 21	LF	867	\$ 11.90	\$ 10,317.30	\$ 9.63	\$ 8,349.21	\$ 10.00	\$ 8,670.00	\$ 12.00	\$ 10,404.00
	Chlorination Tap	EA	1	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 750.00	\$ 750.00
D	Steel Casing Pipe, Bored										
	18" Diameter Casing (t=0.250")	LF	35	\$ 188.00	\$ 6,580.00	\$ 157.79	\$ 5,522.65	\$ 250.00	\$ 8,750.00	\$ 170.00	\$ 5,950.00
	12.75" Diameter Casing (t=0.250")	LF	83	\$ 80.00	\$ 6,640.00	\$ 140.78	\$ 11,684.74	\$ 220.00	\$ 18,260.00	\$ 150.00	\$ 13,280.00
E	Gate Valves										
	6-Inch Gate Valve complete w/ box & ring	EA	4	\$ 625.00	\$ 2,500.00	\$ 602.98	\$ 2,411.82	\$ 850.00	\$ 3,400.00	\$ 850.00	\$ 3,400.00
	6"x2" Reducer, 2" Gate Valve complete w/box	EA	3	\$ 525.00	\$ 1,575.00	\$ 527.01	\$ 1,581.03	\$ 800.00	\$ 2,400.00	\$ 750.00	\$ 2,250.00
F	Fire Hydrant, Complete	EA	0	\$ 2,800.00	\$ 22,400.00	\$ 2,802.52	\$ 20,820.18	\$ 3,600.00	\$ 28,800.00	\$ 3,250.00	\$ 26,000.00
G	Air Release Valves	EA	0	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 2,600.00	\$ -	\$ 4,000.00	\$ -
H	2-inch Blow-off & Valve Assembly, w/boxes & rings	EA	2	\$ 525.00	\$ 1,050.00	\$ 681.53	\$ 1,363.06	\$ 1,100.00	\$ 2,200.00	\$ 975.00	\$ 1,950.00
I	Creek Crossing	EA	0	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 6,500.00	\$ -
J	Pavement Replacement (NCDOT Maintained Rds)	LF	10	\$ 45.00	\$ 450.00	\$ 51.94	\$ 519.40	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00
K	Paved Roadway/Driveway Undercrossing										
	8" Driveway Undercrossing (Free bores)	LF	26	\$ 36.00	\$ 936.00	\$ 40.00	\$ 1,040.00	\$ 38.00	\$ 936.00	\$ 75.00	\$ 1,950.00
	6" DIP RJ Driveway Undercrossing (Free bores)	LF	20	\$ 52.00	\$ 1,040.00	\$ 55.42	\$ 1,108.40	\$ 31.00	\$ 620.00	\$ 73.00	\$ 1,460.00
	6" Driveway Undercrossing (Free bores)	LF	84	\$ 33.00	\$ 2,772.00	\$ 40.00	\$ 3,360.00	\$ 20.00	\$ 1,680.00	\$ 70.00	\$ 5,880.00
	2" Driveway Undercrossing (Free Bores)	LF	20	\$ 26.00	\$ 520.00	\$ 30.00	\$ 600.00	\$ 10.00	\$ 200.00	\$ 55.00	\$ 1,100.00

CONTRACT A - WELLINGTON WOODS II & III UNION COUNTY SELF-HELP 2010 WATER MAINS DETAILED BID TABULATION BID TABULATION OPENING: SEPTEMBER 16, 2010				State Utility Contractors NC License No. 17793		Ritchie Construction NC License No. 5299		Dellinger, Inc NC License No. 5992		Harvest Environmental Services NC License No. 48312	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
L	Driveway Replacement										
	Asphalt Driveway Replacement	LF	160	\$ 31.00	\$ 4,960.00	\$ 31.18	\$ 4,985.60	\$ 45.00	\$ 7,200.00	\$ 25.00	\$ 4,000.00
	Gravel Driveway Replacement	LF	160	\$ 10.00	\$ 1,600.00	\$ 5.16	\$ 825.60	\$ 29.00	\$ 4,640.00	\$ 15.00	\$ 2,400.00
	Concrete Driveway Replacement	LF	0	\$ 80.00	\$ -	\$ -	\$ -	\$ 65.00	\$ -	\$ 30.00	\$ -
	Brick Dust Driveway Replacement	LF	0	\$ 100.00	\$ -	\$ -	\$ -	\$ 40.00	\$ -	\$ 50.00	\$ -
M	Subgrade Stabilization Stone	Ton	20	\$ 30.00	\$ 600.00	\$ 31.94	\$ 638.80	\$ 28.00	\$ 560.00	\$ 35.00	\$ 700.00
N	Gravel Check Dam										
	Stone Check Dam	EA	49	\$ 40.00	\$ 1,960.00	\$ 31.24	\$ 1,530.76	\$ 120.00	\$ 5,880.00	\$ 50.00	\$ 2,450.00
	Stone Outlet (with silt fencing per detail)	EA	0	\$ 200.00	\$ -	\$ -	\$ -	\$ 185.00	\$ -	\$ 75.00	\$ -
	Rock Silt Screen	EA	0	\$ 200.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ 100.00	\$ -
	Half-Ring Inlet Protection	EA	2	\$ 200.00	\$ 400.00	\$ 157.75	\$ 315.50	\$ 550.00	\$ 1,100.00	\$ 200.00	\$ 400.00
	Other	EA	0	\$ 200.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
O	Rip Rap	SY	5	\$ 50.00	\$ 250.00	\$ 51.94	\$ 259.70	\$ 60.00	\$ 300.00	\$ 40.00	\$ 200.00
P	Silt Fencing	LF	172	\$ 2.00	\$ 344.00	\$ 1.84	\$ 316.48	\$ 3.00	\$ 516.00	\$ 2.00	\$ 344.00
Q	NCDENR Erosion Control Measures & NPDES Stormwater Requirements	LS	1	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 6,500.00	\$ 6,500.00
R	Service Connections (Number of Taps)	EA	38	\$ 740.00	\$ 28,120.00	\$ 823.54	\$ 31,298.32	\$ 760.00	\$ 28,880.00	\$ 1,175.00	\$ 44,650.00
S	Service Lines (3/4" Long Services Broad)	EA	18	\$ 380.00	\$ 6,840.00	\$ 100.00	\$ 1,800.00	\$ 450.00	\$ 8,100.00	\$ 950.00	\$ 17,100.00
T	Traffic Control	LS	1	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00
U	Fence Replacement										
	Fence Replacement - Chain link	LF	0	\$ 20.00	\$ -	\$ -	\$ -	\$ 21.00	\$ -	\$ 15.00	\$ -
	Fence Replacement - Split Wood	LF	0	\$ 20.00	\$ -	\$ -	\$ -	\$ 21.00	\$ -	\$ 10.00	\$ -
V	2-Inch GSP Water Line Abandonment In-Place	LI	0	\$ 20.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 200.00	\$ -
W	Tree Undercrossing/Protection										
	Tree Undercrossing (Free bores)	LF	0	\$ 80.00	\$ -	\$ -	\$ -	\$ 21.00	\$ -	\$ 55.00	\$ -
	Tree Protection	EA	0	\$ 200.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 1.50	\$ -
	Subtotal (Item A - W)				\$ 213,186.00		\$ 204,534.65		\$ 262,736.00		\$ 281,959.00
X	Contingency Allowance, As specified, Complete In Place 5% of Subtotal (Item A-W)	LS	1	\$ 10,659.30	\$ 10,659.30	\$ 10,226.73	\$ 10,226.73	\$ 13,136.80	\$ 13,136.80	\$ 14,097.95	\$ 14,097.95
	Total Bid Contract A - Wellington Woods II & III Water Main Extension (Item A-X)				\$ 223,845.30		\$ 214,761.38		\$ 275,872.80		\$ 296,056.95

**CONTRACT B - LAKE PROVIDENCE EAST
UNION COUNTY SELF-HELP 2010 WATER MAINS
DETAILED BID TABULATION
BID TABULATION OPENING: SEPTEMBER 16, 2010**

**State Utility Contractors
NC License No. 17793**

**Ritche Construction
NC License No.5299**

**Dellinger, Inc
NC License No. 5992**

**Harvest Environmental Services
NC License No. 48312**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A	Mobilization (not to exceed 3% of Item B-W total)	LS	1	\$ 2,600.00	\$ 2,600.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,250.00	\$ 4,250.00
B	Tie-In to Existing Water Line, Complete										
	Station 0+00	LS	1	\$ 8,600.00	\$ 8,600.00	\$ 8,382.20	\$ 8,382.20	\$ 9,200.00	\$ 9,200.00	\$ 6,800.00	\$ 6,800.00
C	Water Line and Fittings										
	6-inch Water Main	LF	1,670	\$ 12.80	\$ 21,042.00	\$ 16.91	\$ 28,239.70	\$ 15.00	\$ 25,050.00	\$ 18.00	\$ 30,060.00
	6-inch Ductile Iron Pipe, CI 350, RJ	LF	262	\$ 28.50	\$ 7,467.00	\$ 28.20	\$ 7,388.40	\$ 37.00	\$ 9,094.00	\$ 32.00	\$ 8,384.00
	6-inch Ductile Iron Pipe, CI 350, MJ	LF	20	\$ 37.00	\$ 740.00	\$ 31.88	\$ 639.60	\$ 50.00	\$ 1,000.00	\$ 30.00	\$ 600.00
	2-inch PVC, SOR 21	LF	1,112	\$ 11.90	\$ 13,232.80	\$ 13.86	\$ 15,412.32	\$ 10.00	\$ 11,120.00	\$ 13.00	\$ 14,456.00
	Chlorination Tap	EA	1	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 750.00	\$ 750.00
D	Steel Casing Pipe, Bored										
	12 75" Diameter Casing (I=0 250")	LF	102	\$ 75.00	\$ 7,650.00	\$ 140.78	\$ 14,359.56	\$ 220.00	\$ 22,440.00	\$ 160.00	\$ 16,320.00
E	Gate Valves										
	6-inch Gate Valve, complete w/ box & ring	EA	1	\$ 625.00	\$ 625.00	\$ 577.98	\$ 577.98	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00
	6"x2" Reducer, 2" Gate Valve, complete w/box	EA	2	\$ 525.00	\$ 1,050.00	\$ 527.01	\$ 1,054.02	\$ 800.00	\$ 1,600.00	\$ 750.00	\$ 1,500.00
F	Fire Hydrant, Complete	EA	3	\$ 2,750.00	\$ 8,250.00	\$ 2,602.52	\$ 7,807.56	\$ 3,600.00	\$ 10,800.00	\$ 3,250.00	\$ 9,750.00
G	Air Release Valves	EA	0	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,600.00	\$ -	\$ 4,000.00	\$ -
H	2-inch Blow-off & Valve Assembly, w/boxes & rings	EA	2	\$ 525.00	\$ 1,050.00	\$ 681.53	\$ 1,363.06	\$ 1,100.00	\$ 2,200.00	\$ 975.00	\$ 1,950.00
I	Creek Crossing	EA	0	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 6,500.00	\$ -
J	Pavement Replacement (NCDOT Maintained Rds)	LF	10	\$ 45.00	\$ 450.00	\$ 51.94	\$ 519.40	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00
K	Paved Roadway/Driveway Undercrossing										
	6" DIP RJ Driveway Undercrossing (Free bores)	LF	0	\$ 52.00	\$ -	\$ -	\$ -	\$ 31.00	\$ -	\$ 73.00	\$ -
	6" Driveway Undercrossing (Free bores)	LF	22	\$ 33.00	\$ 726.00	\$ 40.00	\$ 880.00	\$ 20.00	\$ 440.00	\$ 70.00	\$ 1,540.00
	2' Driveway Undercrossing (Free Bores)	LF	142	\$ 26.00	\$ 3,692.00	\$ 30.00	\$ 4,260.00	\$ 10.00	\$ 1,420.00	\$ 55.00	\$ 7,810.00
L	Driveway Replacement										
	Asphalt Driveway Replacement	LF	0	\$ 45.00	\$ -	\$ -	\$ -	\$ 45.00	\$ -	\$ 25.00	\$ -
	Gravel Driveway Replacement	LF	0	\$ 10.00	\$ -	\$ -	\$ -	\$ 28.00	\$ -	\$ 15.00	\$ -
	Concrete Driveway Replacement	LF	0	\$ 80.00	\$ -	\$ -	\$ -	\$ 65.00	\$ -	\$ 30.00	\$ -
	Brick Dust Driveway Replacement	LF	0	\$ 100.00	\$ -	\$ -	\$ -	\$ 40.00	\$ -	\$ 50.00	\$ -

CONTRACT B - LAKE PROVIDENCE EAST UNION COUNTY SELF-HELP 2010 WATER MAINS DETAILED BID TABULATION BID TABULATION OPENING: SEPTEMBER 16, 2010				State Utility Contractors NC License No. 17793		Ritchie Construction NC License No. 5299		Dellinger, Inc NC License No. 5992		Harvest Environmental Services NC License No. 48312	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
M	Subgrade Stabilization Stone	Ton	10	\$ 30.00	\$ 300.00	\$ 31.94	\$ 319.40	\$ 28.00	\$ 280.00	\$ 35.00	\$ 350.00
N	Gravel Check Dam										
	Stone Check Dam	EA	9	\$ 40.00	\$ 360.00	\$ 31.24	\$ 281.16	\$ 120.00	\$ 1,080.00	\$ 50.00	\$ 450.00
	Stone Outlet (with silt fencing per detail)	EA	0	\$ 200.00	\$ -	\$ -	\$ -	\$ 185.00	\$ -	\$ 75.00	\$ -
	Rock Silt Screen	EA	0	\$ 200.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ 100.00	\$ -
	Half-Ring Inlet Protection	EA	0	\$ 200.00	\$ -	\$ -	\$ -	\$ 550.00	\$ -	\$ 200.00	\$ -
	Other	EA	0	\$ 200.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
O	Rip Rap	SY	5	\$ 50.00	\$ 250.00	\$ 51.94	\$ 259.70	\$ 60.00	\$ 300.00	\$ 40.00	\$ 200.00
P	Silt Fencing	LF	612	\$ 2.00	\$ 1,224.00	\$ 1.84	\$ 1,126.08	\$ 3.00	\$ 1,836.00	\$ 2.00	\$ 1,224.00
Q	NCDENR Erosion Control Measures & NPDES Stormwater Requirements	LS	1	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 7,000.00	\$ 7,000.00
R	Service Connections (Number of Taps)	EA	19	\$ 740.00	\$ 14,060.00	\$ 823.64	\$ 15,648.16	\$ 845.00	\$ 12,255.00	\$ 1,175.00	\$ 22,325.00
S	Service Lines (3/4" Long Services Bored)	EA	10	\$ 360.00	\$ 3,600.00	\$ 100.00	\$ 1,000.00	\$ 450.00	\$ 4,500.00	\$ 950.00	\$ 9,500.00
T	Traffic Control	LS	1	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
U	Fence Replacement										
	Fence Replacement - Chain link	LF	0	\$ 20.00	\$ -	\$ -	\$ -	\$ 21.00	\$ -	\$ 15.00	\$ -
	Fence Replacement - Split Wood	LF	0	\$ 20.00	\$ -	\$ -	\$ -	\$ 21.00	\$ -	\$ 10.00	\$ -
V	2-Inch GSP Water Line Abandonment In-Place	LF	0	\$ 20.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 200.00	\$ -
W	Tree Undercrossing/Protection										
	Tree Undercrossing (Tree bores)	1F	0	\$ 60.00	\$ -	\$ -	\$ -	\$ 21.00	\$ -	\$ 55.00	\$ -
	Tree Protection	EA	0	\$ 200.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 1.50	\$ -
	Subtotal (Item A - W)				\$ 97,568.80		\$ 114,119.30		\$ 122,265.00		\$ 149,069.00
X	Contingency Allowance, As specified, Complete In Place 5% of Subtotal (Item A-W)	LS	1	\$ 4,878.44	\$ 4,878.44	\$ 5,705.97	\$ 5,705.97	\$ 6,113.25	\$ 6,113.25	\$ 7,453.45	\$ 7,453.45
	Total Bid Contract B - Lake Providence East Water Main Extension (Ram A-X)				\$ 102,447.24		\$ 119,825.27		\$ 128,378.25		\$ 156,522.45

CONTRACT C - GREYLYN UNION COUNTY SELF-HELP 2010 WATER MAINS DETAILED BID TABULATION BID TABULATION OPENING: SEPTEMBER 16, 2010				State Utility Contractors NC License No. 17793		Ritchie Construction NC License No.5299		Dellinger, Inc NC License No. 5992		Harvest Environmental Services NC License No. 48312	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
A	Mobilization (not to exceed 3% of Item B-W total)	LS	1	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,850.00	\$ 4,850.00
B	Tie-In to Existing Water Line, Complete Station 0+00	LS	1	\$ 7,600.00	\$ 7,600.00	\$ 8,382.20	\$ 8,382.20	\$ 9,200.00	\$ 9,200.00	\$ 6,500.00	\$ 6,500.00
C	Water Line and Fittings										
	6-Inch Water Main	LF	1,418	\$ 13.00	\$ 18,434.00	\$ 16.98	\$ 24,077.64	\$ 15.00	\$ 21,270.00	\$ 23.00	\$ 32,614.00
	6-Inch Ductile Iron Pipe, CI 350, RJ	LF	337	\$ 29.00	\$ 9,678.00	\$ 28.27	\$ 9,385.64	\$ 37.00	\$ 12,284.00	\$ 32.00	\$ 10,624.00
	6-Inch Ductile Iron Pipe, CI 350, MJ	LF	20	\$ 38.00	\$ 760.00	\$ 32.05	\$ 641.00	\$ 50.00	\$ 1,000.00	\$ 30.00	\$ 600.00
	2-inch PVC, SDR 21	LF	855	\$ 11.90	\$ 10,174.50	\$ 13.93	\$ 11,910.15	\$ 10.00	\$ 8,550.00	\$ 16.00	\$ 13,680.00
	Chlorination Tap	EA	1	\$ 150.00	\$ 150.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 750.00	\$ 750.00
D	Steel Casing Pipe, Bored 12 75" Diameter Casing (t=0.250")	LF	50	\$ 75.00	\$ 3,750.00	\$ 140.76	\$ 7,039.00	\$ 220.00	\$ 11,000.00	\$ 160.00	\$ 8,000.00
E	Gate Valves										
	6-Inch Gate Valve, complete w/ box & ring	EA	1	\$ 625.00	\$ 625.00	\$ 577.98	\$ 577.98	\$ 850.00	\$ 850.00	\$ 650.00	\$ 650.00
	6"x2" Reducer, 2" Gate Valve, complete w/box	EA	2	\$ 525.00	\$ 1,050.00	\$ 527.01	\$ 1,054.02	\$ 600.00	\$ 1,600.00	\$ 750.00	\$ 1,500.00
F	Fire Hydrant, Complete	EA	3	\$ 2,750.00	\$ 8,250.00	\$ 2,602.52	\$ 7,807.56	\$ 3,600.00	\$ 10,800.00	\$ 3,250.00	\$ 9,750.00
G	Air Release Valves	EA	0	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 2,800.00	\$ -	\$ 4,000.00	\$ -
H	2-Inch Blow-off & Valve Assembly, w/boxes & rings	EA	2	\$ 525.00	\$ 1,050.00	\$ 681.53	\$ 1,363.06	\$ 1,100.00	\$ 2,200.00	\$ 975.00	\$ 1,950.00
I	Creek Crossing	EA	0	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 6,500.00	\$ -
J	Pavement Replacement (NCDOT Maintained Rds)	LF	10	\$ 45.00	\$ 450.00	\$ 51.94	\$ 519.40	\$ 100.00	\$ 1,000.00	\$ 50.00	\$ 500.00
K	Paved Roadway/Driveway Undercrossing										
	6" DIP RJ Driveway Undercrossing (Free bores)	LF	18	\$ 52.00	\$ 936.00	\$ 55.42	\$ 997.56	\$ 28.00	\$ 504.00	\$ 75.00	\$ 1,350.00
	6" Driveway Undercrossing (Free bores)	LF	163	\$ 33.00	\$ 5,379.00	\$ 40.00	\$ 6,520.00	\$ 15.00	\$ 2,445.00	\$ 73.00	\$ 11,809.00
	2" Driveway Undercrossing (Free Bores)	LF	202	\$ 26.00	\$ 5,252.00	\$ 30.00	\$ 6,060.00	\$ 7.00	\$ 1,414.00	\$ 60.00	\$ 12,120.00
L	Driveway Replacement										
	Asphalt Driveway Replacement	LF	0	\$ 45.06	\$ -	\$ -	\$ -	\$ 45.00	\$ -	\$ 25.00	\$ -
	Gravel Driveway Replacement	LF	0	\$ 10.00	\$ -	\$ -	\$ -	\$ 29.00	\$ -	\$ 15.00	\$ -
	Concrete Driveway Replacement	LF	0	\$ 80.00	\$ -	\$ -	\$ -	\$ 65.00	\$ -	\$ 30.00	\$ -
	Brick Dust Driveway Replacement	LF	0	\$ 100.00	\$ -	\$ -	\$ -	\$ 40.00	\$ -	\$ 50.00	\$ -

CONTRACT C - GREYLYN UNION COUNTY SELF-HELP 2010 WATER MAINS DETAILED BID TABULATION BID TABULATION OPENING: SEPTEMBER 16, 2010				State Utility Contractors NC License No. 17793		Ritchie Construction NC License No.5299		Dellinger, Inc NC License No. 5992		Harvest Environmental Services NC License No. 48312	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
M	Subgrade Stabilization Stone	Ton	10	\$ 30.00	\$ 300.00	\$ 31.94	\$ 319.40	\$ 28.00	\$ 280.00	\$ 35.00	\$ 350.00
N	Gravel Check Dam										
	Stone Check Dam	EA	26	\$ 40.00	\$ 1,040.00	\$ 31.24	\$ 812.24	\$ 120.00	\$ 3,120.00	\$ 50.00	\$ 1,300.00
	Stone Outlet (with all fencing per detail)	EA	0	\$ 200.00	\$ -	\$ -	\$ -	\$ 185.00	\$ -	\$ 75.00	\$ -
	Rock Silt Screen	EA	0	\$ 200.00	\$ -	\$ -	\$ -	\$ 150.00	\$ -	\$ 100.00	\$ -
	Half-Ring Inlet Protection	EA		\$ -	\$ -	\$ -	\$ -	\$ 550.00	\$ -	\$ 200.00	\$ -
	Other	EA	0	\$ 200.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
O	Rip Rap	SY	5	\$ 50.00	\$ 250.00	\$ 51.94	\$ 259.70	\$ 60.00	\$ 300.00	\$ 40.00	\$ 200.00
P	Silt Fencing	LF	400	\$ 2.00	\$ 800.00	\$ 1.84	\$ 736.00	\$ 3.00	\$ 1,200.00	\$ 2.00	\$ 800.00
Q	NCDENR Erosion Control Measures & NPDES Stormwater Requirements	LS	1	\$ 250.00	\$ 250.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ 8,000.00
R	Service Connections (Number of Taps)	EA	19	\$ 740.00	\$ 14,060.00	\$ 823.84	\$ 15,649.16	\$ 575.00	\$ 10,925.00	\$ 1,175.00	\$ 22,325.00
S	Service Lines (3/4" Long Services Bored)	EA	10	\$ 360.00	\$ 3,600.00	\$ 100.00	\$ 1,000.00	\$ 450.00	\$ 4,500.00	\$ 1,000.00	\$ 10,000.00
T	Traffic Control	LS	1	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
U	Fence Replacement										
	Fence Replacement - Chain link	LF	0	\$ 20.00	\$ -	\$ -	\$ -	\$ 21.00	\$ -	\$ 15.00	\$ -
	Fence Replacement Split Wood	LF	0	\$ 20.00	\$ -	\$ -	\$ -	\$ 21.00	\$ -	\$ 10.00	\$ -
V	2-Inch GSP Water Line Abandonment In-Place	LF	0	\$ 20.00	\$ -	\$ -	\$ -	\$ 3.00	\$ -	\$ 200.00	\$ -
W	Tree Undercrossing/Protection										
	Tree Undercrossing (Free bores)	LF	0	\$ 80.00	\$ -	\$ -	\$ -	\$ 21.00	\$ -	\$ 75.00	\$ -
	Tree Protection	EA	0	\$ 200.00	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ 1.50	\$ -
	Subtotal (Item A - W)				\$ 98,588.50		\$ 109,711.71		\$ 110,642.00		\$ 162,612.00
X	Contingency Allowance, As specified, Complete In Place 5% of Subtotal (Item A-W)	LS	1	\$ 4,829.43	\$ 4,829.43	\$ 5,485.59	\$ 5,485.59	\$ 5,532.10	\$ 5,532.10	\$ 8,140.60	\$ 8,140.60
	Total Bid Contract C - Greyllyn Water Main Extension (Item A-X)				\$ 101,417.93		\$ 115,197.30		\$ 110,174.10		\$ 170,952.60

CONTRACTS A, B & C UNION COUNTY SELF-HELP 2010 WATER MAINS DETAILED BID TABULATION BID TABULATION OPENING: SEPTEMBER 16, 2010		State Utility Contractors NC License No. 17793	Ritchie Construction NC License No. 5299	Dellinger, Inc NC License No. 5992	Harvest Environmental Services NC License No. 49312
ITEM NO.	DESCRIPTION	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
I	TOTAL BID CONTRACT A - WELLINGTON WOODS II & III WATER MAIN EXTENSION	\$ 223,845.30	\$ 214,761.38	\$ 275,872.80	\$ 296,056.95
II	TOTAL BID CONTRACT B - LAKE PROVIDENCE EAST WATER MAIN EXTENSION (NORTHERN SECTION)	\$ 102,447.24	\$ 119,825.27	\$ 128,378.25	\$ 156,522.45
III	TOTAL BID CONTRACT C - GREYLYN WATER MAIN EXTENSION (SOUTHERN SECTION)	\$ 101,417.93	\$ 115,197.30	\$ 116,174.10	\$ 170,952.60
1 - III	Total Combined Bid CONTRACTS A, B & C UNION COUNTY SELF-HELP 2010 WATER MAINS	\$ 427,710.47	\$ 449,783.95	\$ 520,425.15	\$ 623,532.00

No Unit Price Provided

I hereby certify that the above tabulation is a correct tabulation of the bids received on September 21, 2010 Self-Help 2010 Water Mains Project

Name Charles E. Shue
Date Sept. 21, 2010



**Union County Public Works Department
Self-Help 2010 Water Lines
McKim & Creed Project # 007710029**

**BID SUMMARY
September 16, 2010 @ 2:00PM**

CONTRACTOR	TOTAL COMBINED BID
State Utility Contractors	\$427,710.47
Ritchie Construction	\$449,783.95
Dellinger Inc.	\$520,425.15
Harvest Environmental Services	\$623,532.00

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET Water & Sewer Capital Project Ordinance Fund
 FISCAL YEAR FY 2010-11

REQUESTED BY David Cannon and Ed Goscicki
 DATE October 4, 2010

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
SH008- Wellington Woods PH II & III			
IFT From General Fund	72,000		72,000
IFT From Utility Fund	79,920	211	80,131
Customer Contributions	101,042		101,253
SH007- Greyllyn			
IFT From General Fund	70,000		70,000
IFT From Utility Fund	77,700	(211)	77,489
Customer Contributions	11,590		11,379
	<u>412,252</u>	<u>-</u>	<u>412,252</u>

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Architecture & Engineering	33,647	(4,320)	29,327
Construction	219,315	4,531	223,846
			-
Architecture & Engineering	21,081		21,081
Construction	138,209	(211)	137,998
	<u>412,252</u>	<u>-</u>	<u>412,252</u>

EXPLANATION: Adjust self help projects for construction bid awards.

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
64471400-4010-SH008	72,000	-	72,000
64471400-4061-SH008	79,920	211	80,131
64471400-4895-SH008	101,042	-	101,042
64471400-4010-SH007	70,000	-	70,000
64471400-4061-SH007	77,700	(211)	77,489
64471400-4895-SH007	11,590	-	11,590
	<u>412,252</u>	<u>-</u>	<u>412,252</u>

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
64571400-5594-SH008	33,647	(4,320)	29,327
64571400-5595-SH008	219,315	4,531	223,846
64571400-5594-SH007	21,081	-	21,081
64571400-5595-SH007	138,209	(211)	137,998
	-	-	-
	-	-	-
	<u>412,252</u>	<u>-</u>	<u>412,252</u>

Prepared By bl
 Posted By _____
 Date _____

Number CPO - 138

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 4, 2010

Action Agenda Item No. 4/12
(Central Admin. use only)

SUBJECT: Catawba River WWTP Reservoir Expansion

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Mitigation Plan Spreadsheet
Task Order No. 3 Engineering
Services for Mitigation Plan

INFORMATION CONTACT:
Ed Goscicki

TELEPHONE NUMBERS:
704-296-4211

DEPARTMENT'S RECOMMENDED ACTION: Accept Mitigation Plan as presented in the attached spreadsheet and Authorization the Immediate purchase of mitigation credits from each of the Mitigation Banks. Accept the scope of engineering services as shown in the attached Task Order for the Mitigation Plan and allow the County Manager to execute the Agreement upon legal review.

BACKGROUND: The Catawba River WTP Reservoir Expansion Project was approved as part of the Public Works 2007 Capital Improvements Plan. The project will construct a second raw water reservoir which will add approximately 845 million gallons of raw water storage on site. When constructed this reservoir will act as a drought buffer and allow the plant to operate without pulling water from the Catawba River during low flow conditions. On September 9, 2010 the Catawba River Water Board approved moving forward with the Mitigation Plan and the associated engineering services for this project, which are included in this Task Order. The Board also approved all funds associated with the Immediate Purchase of the available mitigation credits from the various Mitigation Banks and the engineering associated with Task Order No. 3 and recommended approval by the Union County BOCC and the Lancaster Water and Sewer District Board. The Lancaster Water and Sewer District Board has already approved the Immediate Mitigation Credit Purchase and Task Order No. 3 at their September 21, 2010 board meeting.

FINANCIAL IMPACT: Immediate Mitigation Credit Purchase \$1,511,203.00 (UCPW's - \$755,601.50; LWSD's - \$755,601.50). Task Order No. 3 284,000.00 (UCPW's - \$142,000.00; LWSD's \$142,000.)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Catawba River Water Treatment Facilities
Raw Water Reservoir Expansion and WTP Improvements
Stream/Wetland Mitigation Cost Summary

165000
9-Sep-10

Mitigation Type and Provider	Immediate Purchase			Later Purchase			Totals		
	Credits	Cost	Subtotal	Credits	Cost	Subtotal	Credits	Cost	Subtotal
Turners Branch Stream Mitigation Bank									
Restoration Credits	2,136	\$125	\$266,980	3,817	\$125	\$477,068	5,952	\$125	\$744,048
Preservation Credits	1,927	\$65	\$125,223	4,937	\$65	\$320,892	6,863	\$65	\$446,115
Subtotal			\$392,203			\$797,960			\$1,190,163
Taylor's Creek Stream Mitigation Bank									
Restoration Credits	5,000	\$75	\$375,000			\$0	5,000	\$75	\$375,000
Preservation Credits	10,000	\$75	\$750,000			\$0	10,000	\$75	\$750,000
Subtotal			\$675,000			\$450,000			\$1,125,000
			<i>60 Percent Now</i>			<i>40 Percent Later</i>			
Sandy Fork Stream Mitigation Bank									
Restoration Credits	3,700	\$120	\$444,000	0	\$120	\$0	3,700	\$120	\$444,000
Preservation Credits	0	\$40	\$0	9,000	\$40	\$360,000	9,000	\$40	\$360,000
Subtotal			\$444,000			\$360,000			\$804,000
Permittee Responsible - Riverchase Site *									
Preservation Credits				20,000	\$67	\$1,339,000 *	20,000	\$67	\$1,339,000
Turners Branch Mitigation Group									
Wetland Mitigation			\$0	2 Acres		\$200,000	2 Acres		\$200,000
Summary Totals									
Total Restoration Credits	10,836		\$935,980	3,817		\$627,068	14,652		\$1,563,048
Total Preservation Credits	11,927		\$575,223	33,937		\$2,319,892	45,863		\$2,895,115
Total Wetland Mitigation			\$0			\$200,000			\$200,000
Totals			\$1,511,203			\$3,146,960	60,516		\$4,658,163

TASK ORDER # 3

This Task Order pertains to an Agreement by and between UNION COUNTY, NC and LANCASTER COUNTY WATER & SEWER DISTRICT, SC (“OWNERS”), and BLACK & VEATCH INTERNATIONAL COMPANY (“ENGINEER”), dated March 10, 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 signed by all parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below. Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Agreement.

TASK ORDER NUMBER: 3

PROJECT NAME: Catawba River Water Treatment Plant / Raw Water Reservoir Expansion

PART 1.0 PROJECT DESCRIPTION:

The Catawba River Water Treatment Plant (CRWTP) is a 36-mgd water treatment facility and is owned as a joint venture by Union County, NC and Lancaster County Water & Sewer District, SC. The OWNER plans to make process improvements and expand the raw water storage capacity to the water treatment plant. OWNER has elected to divide the overall plant expansion into the following projects:

CRWTP Raw Water Reservoir Expansion – Expansion of the existing raw water reservoir facilities to 750 MG or greater volume. Facility improvements will include a new dam, saddle dikes, reservoir, outlet works, reservoir intake tower, reservoir pumping station, and conveyance piping. The existing reservoir pumping station will be demolished. The inlet and outlet facilities of the existing reservoir will be modified to accommodate the higher flows and to allow series operation.

CRWTP Water Treatment Plant Expansion – OWNER has selected Hobbs, Upchurch and Associates, P.A. and Marziano & McGoughan, P.A. to perform the CRWTP Water Treatment Plant Improvements.

OWNER hereby engages Black & Veatch (ENGINEER) to perform the work defined herein for the CRWTP Raw Water Reservoir Expansion (referred to as the Project or Reservoir Project).

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

Phase 410 – Implementation of Environmental Mitigation Strategy

restoration and stream preservation/buffer enhancement credits available from the mitigation banks located in the drainage basin and perform permittee responsible mitigation for the remaining stream and wetland credits needed for the project. Engineer will provide the following services in the implementation of the environmental mitigation strategy:

- Assist OWNER in the cost negotiation and contracting for the purchase of stream restoration and stream preservation/buffer enhancement credits with the mitigation banks. It is anticipated that all required stream restoration credits will be purchased from the banks. No stream restoration work is included in this Task Order.
- Research available properties in the drainage basin for suitable use for permittee responsible stream preservation/buffer enhancement. The Riverchase property has been identified as a single source property with stream lengths sufficient to meet remaining stream preservation/buffer enhancement credits. ENGINEER will search other properties in drainage basin to provide a second option for fulfilling the stream preservation credit needs. ENGINEER will perform preliminary evaluations of the streams for preservation/buffer enhancement quality and viability. ENGINEER will assist OWNER in the cost negotiation and contracting for purchase of the lands required for the stream preservation.
- Following selection by OWNER of desired stream preservation/buffer enhancement properties, ENGINEER will perform field surveys of the streams and stream buffer areas for documentation of the existing stream features and buffer features.
- Produce easement maps of the selected properties for use in the purchase of lands for stream preservation/buffer enhancement. ENGINEER has included the cost of easement mapping of one large parcel or three smaller parcels in this Task Order.
- Conduct detailed environmental mitigation evaluations and documentations of the selected properties. Prepare final mitigation plans for approval. This will include reviewing and documenting fully the existing conditions, developing a 5-10 year monitoring plan, developing a long term maintenance plan, developing contingency plans, and coordinating suitability, value accreditation, enhancement possibilities, monitoring, maintenance, and other requirements with the US COE. The final mitigation plan will strictly follow the guidelines set forth in the Mitigation Rule (33 CFR Parts 325 and 332 April 10, 2008). Execution of the stream preservation/buffer enhancement monitoring, maintenance, and contingency plans are not included in this Task Order.
- Assist OWNER in the cost negotiation and contracting for the purchase of wetland mitigation credits. Wetland credits will be permitted as permittee responsible mitigation. These credits will be purchased from a mitigation agent with suitable sites for restoring, enhancing, or preserving wetlands.
- Coordinate suitability, value accreditation, monitoring, maintenance, and other requirements with US COE for the wetland mitigation areas. Execution of the wetland monitoring, maintenance, and contingency plans are not included in this Task Order.

After written Task Order and authorization to proceed with the Bidding, Construction Administration, and Resident Project Representation Phases, ENGINEER will provide these services in accordance with the subject Agreement. These services shall be provided at a fee as stated in one or more subsequent Task Orders.

PART 4.0 OWNER'S RESPONSIBILITIES:

OWNER'S responsibilities are listed in Section 4 – OWNER'S Responsibilities of the Agreement.

PART 5.0 PERIODS OF SERVICE:

Phase 410: Implementation of Environmental Mitigation Strategy October 1, 2010 – April 1, 2011

PART 6.0 PAYMENTS TO ENGINEER:

For services covered by this Task Order, the OWNER agrees to pay ENGINEER as follows:

- A. For Phase 410 – Implementation of Environmental Mitigation Strategy, as defined in this Task Order, a budgeted amount of \$284,000.00 without further authorization based upon the ENGINEER'S Billable Hourly Rate Schedule, plus reimbursable expenses at a cost plus 15 percent (15%).
- B. Amounts expended pursuant to this Task Order shall not exceed \$284,000.00 without written amendment hereto. Union County and Lancaster County Water and Sewer District shall each be responsible for payment of one-half the amount billed for accepted services.

PART 7.0 OTHER:

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

BLACK & VEATCH INTERNATIONAL COMPANY

By: _____

Name: _____

Title: _____

Address: 8520 Cliff Cameron Drive, Suite 210
Charlotte, NC 28269

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 4, 2010

Action Agenda Item No. 4/13
(Central Admin. use only)

SUBJECT: Catawba River WWTP Reservoir Expansion and Process Modifications

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Task Order No. 2A Amendment for
additional Public Relations

INFORMATION CONTACT:
Ed Goscicki

TELEPHONE NUMBERS:
704-296-4211

DEPARTMENT'S RECOMMENDED ACTION: Accept scope of services as shown in the attached Task Order for additional Public Relations in support of both projects and allow the County Manager to execute the Agreement upon legal review.

BACKGROUND: The Catawba River WTP Reservoir Expansion Project was approved as part of the Public Works 2007 Capital Improvements Plan. The project will construct a second raw water reservoir which will add approximately 845 million gallons of raw water storage on site. When constructed this reservoir will act as a drought buffer and allow the plant to operate without pulling water from the Catawba River during low flow conditions. On September 9, 2010 the Catawba River Water Board approved moving forward with the additional Public Relations associates with both the reservoir and plant process modifications, which are included in this Task Order. The Board also approved all funds associated with the amendment of Task Order No. 2 for this work and recommended approval by the Union County BOCC and the Lancaster Water and Sewer District Board. The Lancaster Water and Sewer District Board has already approved this Task Order at their September 21, 2010 board meeting.

FINANCIAL IMPACT: \$247,000.00 (UCPW's - \$123,500.00; LWSD's - \$123,500.00)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

TASK ORDER # 2A

This Task Order pertains to an Agreement by and between UNION COUNTY, NC and LANCASTER COUNTY WATER & SEWER DISTRICT, SC (“OWNERS”), and BLACK & VEATCH INTERNATIONAL COMPANY (“ENGINEER”), dated March 10, 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 signed by all parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below. Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Agreement.

TASK ORDER NUMBER: 2A

PROJECT NAME: Catawba River Water Treatment Plant / Raw Water Reservoir Expansion

PART 1.0 PROJECT DESCRIPTION:

The Catawba River Water Treatment Plant (CRWTP) is a 36-mgd water treatment facility and is owned as a joint venture by Union County, NC and Lancaster County Water & Sewer District, SC. The OWNER plans to make process improvements and expand the raw water storage capacity to the water treatment plant. OWNER has elected to divide the overall plant expansion into the following projects:

CRWTP Raw Water Reservoir Expansion – Expansion of the existing raw water reservoir facilities to 750 MG or greater volume. Facility improvements will include a new dam, saddle dikes, reservoir, outlet works, reservoir intake tower, reservoir pumping station, and conveyance piping. The existing reservoir pumping station will be demolished. The inlet and outlet facilities of the existing reservoir will be modified to accommodate the higher flows and to allow series operation.

CRWTP Water Treatment Plant Expansion – OWNER has selected Hobbs, Upchurch and Associates, P.A. and Marziano & McGoughan, P.A. to perform the CRWTP Water Treatment Plant Improvements.

OWNER hereby engages Black & Veatch (ENGINEER) to perform the work defined herein for the CRWTP Raw Water Reservoir Expansion (referred to as the Project or Reservoir Project).

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

Phase 500 – Public Relations Assistance

ENGINEER shall provide Public Relations Assistance as set forth in Section 2.6 of the Agreement and as supplemented by this Task Order.

Engineer, with the aid of their public relations sub-consultant, will provide the following public outreach and education services in support of the WTP Improvements and Reservoir Expansion projects.

- Create project information materials to support all public outreach and opinion leader activation activities and help build accurate understanding of the project and its benefits. Engineer will produce project fact sheet/brochure, frequently asked questions, news release, project maps and graphics, and core PowerPoint presentation for use in media, community, business, or governmental settings.
- Plan, coordinate, and attend presentations to key community, business, governmental and regulatory groups or boards. Manage post-meeting responses to groups as required.
- Prepare and coordinate obtaining resolutions of support from key community, business, governmental and regulatory groups as appropriate. Distribute resolutions to regulatory and media audiences.
- Prepare project information materials designed for news media reporters and editors. The basic information kit will be a modified fact sheet, news release, project team contact information, project maps and graphics appropriate for use by the newspapers.
- Prepare in advance of project going public for proactive responses to questions posed by media about the project purpose, benefits, plans, and timeline.
- Monitor coverage, maintain contacts with reports so that the project team is prepared to quickly address any negative issues that begin to emerge as well as create opportunities to highlight project positives and need for the new reservoir.
- Support the regulatory permitting process by coordinating letters of support to key regulatory agency contacts from Lancaster County and Union County leaders as the process begins.
- Proactively address issues that may arise during the permitting process by creating and disseminating project team responses to the appropriate target audience. Manage team to quick responses, address misperceptions in the public, and keep appropriate members of public apprised of issues.
- Assist team in the preparation, planning, and conducting of public meetings for regulatory purposes including preparing presentations, contacting supporters and asking them to attend, post-meeting follow up and other meeting management tasks.
- Provide on-going public relations counsel and coordination throughout the public phases of the project. Provide counsel to project team to correct inaccuracies and misinformation about the project. Leverage relationships as appropriate to address environmental, water, and other community impact concerns that arise.
- Prepare project team for effective communication, outreach and “speaking with one clear voice” throughout the project.

OWNER and ENGINEER will communicate frequently on the status, progress, and engineering costs incurred in the performance of this phase of work. Budget costs for Public Relations Assistance contained in this Task order are for the period of service that is concurrent with the Detailed Design Services.

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

Any work requested by OWNER that is not included in one of the items specific to this Task Order, and is not reasonably attendant thereto, shall be considered Additional Services or Supplemental Services. ENGINEER has not been requested to provide any Supplemental Services pursuant to this Task Order.

After written Task Order and authorization to proceed with the Bidding, Construction Administration, and Resident Project Representation Phases, ENGINEER will provide these services in accordance with the subject Agreement. These services shall be provided at a fee as stated in one or more subsequent Task Orders.

PART 4.0 OWNER'S RESPONSIBILITIES:

OWNER'S responsibilities are listed in Section 4 – OWNER'S Responsibilities of the Agreement.

PART 5.0 PERIODS OF SERVICE:

Phase 500: Public Relations Assistance October 1, 2010 – April 1, 2011

PART 6.0 PAYMENTS TO ENGINEER:

For services covered by this Task Order, the OWNER agrees to pay ENGINEER as follows:

- A. For Phase 500 – Public Relations Assistance, as defined in this Task Order, a budgeted amount of \$247,000.00 without further authorization based upon the ENGINEER'S BILLABLE Hourly Rate Schedule, plus reimbursable expenses at a cost plus 15 percent (15%).
- B. Amounts expended pursuant to this Task Order shall not exceed \$247,000.00 without written amendment hereto. Union County and Lancaster County Water and Sewer District shall each be responsible for payment of one-half the amount billed for accepted services.

PART 7.0 OTHER:

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

BLACK & VEATCH INTERNATIONAL COMPANY

By: _____

Name: _____

Title: _____

Address: 8520 Cliff Cameron Drive, Suite 210
Charlotte, NC 28269

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 4, 2010

Action Agenda Item No. 4/13
(Central Admin. use only)

SUBJECT: Catawba River WWTP Reservoir Expansion and Process Modifications

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Task Order No. 2A Amendment for
additional Public Relations

INFORMATION CONTACT:
Ed Goscicki

TELEPHONE NUMBERS:
704-296-4211

DEPARTMENT'S RECOMMENDED ACTION: Accept scope of services as shown in the attached Task Order for additional Public Relations in support of both projects and allow the County Manager to execute the Agreement upon legal review.

BACKGROUND: The Catawba River WTP Reservoir Expansion Project was approved as part of the Public Works 2007 Capital Improvements Plan. The project will construct a second raw water reservoir which will add approximately 845 million gallons of raw water storage on site. When constructed this reservoir will act as a drought buffer and allow the plant to operate without pulling water from the Catawba River during low flow conditions. On September 9, 2010 the Catawba River Water Board approved moving forward with the additional Public Relations associates with both the reservoir and plant process modifications, which are included in this Task Order. The Board also approved all funds associated with the amendment of Task Order No. 2 for this work and recommended approval by the Union County BOCC and the Lancaster Water and Sewer District Board. The Lancaster Water and Sewer District Board has already approved this Task Order at their September 21, 2010 board meeting.

FINANCIAL IMPACT: \$247,000.00 (UCPW's - \$123,500.00; LWSD's - \$123,500.00)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

TASK ORDER # 2A

This Task Order pertains to an Agreement by and between UNION COUNTY, NC and LANCASTER COUNTY WATER & SEWER DISTRICT, SC ("OWNERS"), and BLACK & VEATCH INTERNATIONAL COMPANY ("ENGINEER"), dated March 10, 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 signed by all parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below. Unless otherwise defined herein, all capitalized terms shall have the meanings set forth in the Agreement.

TASK ORDER NUMBER: 2A

PROJECT NAME: Catawba River Water Treatment Plant / Raw Water Reservoir Expansion

PART 1.0 PROJECT DESCRIPTION:

The Catawba River Water Treatment Plant (CRWTP) is a 36-mgd water treatment facility and is owned as a joint venture by Union County, NC and Lancaster County Water & Sewer District, SC. The OWNER plans to make process improvements and expand the raw water storage capacity to the water treatment plant. OWNER has elected to divide the overall plant expansion into the following projects:

CRWTP Raw Water Reservoir Expansion – Expansion of the existing raw water reservoir facilities to 750 MG or greater volume. Facility improvements will include a new dam, saddle dikes, reservoir, outlet works, reservoir intake tower, reservoir pumping station, and conveyance piping. The existing reservoir pumping station will be demolished. The inlet and outlet facilities of the existing reservoir will be modified to accommodate the higher flows and to allow series operation.

CRWTP Water Treatment Plant Expansion – OWNER has selected Hobbs, Upchurch and Associates, P.A. and Marziano & McGoughan, P.A. to perform the CRWTP Water Treatment Plant Improvements.

OWNER hereby engages Black & Veatch (ENGINEER) to perform the work defined herein for the CRWTP Raw Water Reservoir Expansion (referred to as the Project or Reservoir Project).

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

Phase 500 – Public Relations Assistance

ENGINEER shall provide Public Relations Assistance as set forth in Section 2.6 of the Agreement and as supplemented by this Task Order.

Engineer, with the aid of their public relations sub-consultant, will provide the following public outreach and education services in support of the WTP Improvements and Reservoir Expansion projects.

- Create project information materials to support all public outreach and opinion leader activation activities and help build accurate understanding of the project and its benefits. Engineer will produce project fact sheet/brochure, frequently asked questions, news release, project maps and graphics, and core PowerPoint presentation for use in media, community, business, or governmental settings.
- Plan, coordinate, and attend presentations to key community, business, governmental and regulatory groups or boards. Manage post-meeting responses to groups as required.
- Prepare and coordinate obtaining resolutions of support from key community, business, governmental and regulatory groups as appropriate. Distribute resolutions to regulatory and media audiences.
- Prepare project information materials designed for news media reporters and editors. The basic information kit will be a modified fact sheet, news release, project team contact information, project maps and graphics appropriate for use by the newspapers.
- Prepare in advance of project going public for proactive responses to questions posed by media about the project purpose, benefits, plans, and timeline.
- Monitor coverage, maintain contacts with reports so that the project team is prepared to quickly address any negative issues that begin to emerge as well as create opportunities to highlight project positives and need for the new reservoir.
- Support the regulatory permitting process by coordinating letters of support to key regulatory agency contacts from Lancaster County and Union County leaders as the process begins.
- Proactively address issues that may arise during the permitting process by creating and disseminating project team responses to the appropriate target audience. Manage team to quick responses, address misperceptions in the public, and keep appropriate members of public apprised of issues.
- Assist team in the preparation, planning, and conducting of public meetings for regulatory purposes including preparing presentations, contacting supporters and asking them to attend, post-meeting follow up and other meeting management tasks.
- Provide on-going public relations counsel and coordination throughout the public phases of the project. Provide counsel to project team to correct inaccuracies and misinformation about the project. Leverage relationships as appropriate to address environmental, water, and other community impact concerns that arise.
- Prepare project team for effective communication, outreach and “speaking with one clear voice” throughout the project.

OWNER and ENGINEER will communicate frequently on the status, progress, and engineering costs incurred in the performance of this phase of work. Budget costs for Public Relations Assistance contained in this Task order are for the period of service that is concurrent with the Detailed Design Services.

PART 3.0 ADDITIONAL SERVICES, NOT PART OF BASIC SERVICES:

Any work requested by OWNER that is not included in one of the items specific to this Task Order, and is not reasonably attendant thereto, shall be considered Additional Services or Supplemental Services. ENGINEER has not been requested to provide any Supplemental Services pursuant to this Task Order.

After written Task Order and authorization to proceed with the Bidding, Construction Administration, and Resident Project Representation Phases, ENGINEER will provide these services in accordance with the subject Agreement. These services shall be provided at a fee as stated in one or more subsequent Task Orders.

PART 4.0 OWNER'S RESPONSIBILITIES:

OWNER'S responsibilities are listed in Section 4 – OWNER'S Responsibilities of the Agreement.

PART 5.0 PERIODS OF SERVICE:

Phase 500: Public Relations Assistance October 1, 2010 – April 1, 2011

PART 6.0 PAYMENTS TO ENGINEER:

For services covered by this Task Order, the OWNER agrees to pay ENGINEER as follows:

- A. For Phase 500 – Public Relations Assistance, as defined in this Task Order, a budgeted amount of \$247,000.00 without further authorization based upon the ENGINEER'S BILLABLE Hourly Rate Schedule, plus reimbursable expenses at a cost plus 15 percent (15%).
- B. Amounts expended pursuant to this Task Order shall not exceed \$247,000.00 without written amendment hereto. Union County and Lancaster County Water and Sewer District shall each be responsible for payment of one-half the amount billed for accepted services.

PART 7.0 OTHER:

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

BLACK & VEATCH INTERNATIONAL COMPANY

By: _____

Name: _____

Title: _____

Address: 8520 Cliff Cameron Drive, Suite 210
Charlotte, NC 28269

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/04/2010

Action Agenda Item No. 4/14
(Central Admin. use only)

SUBJECT: Library Board of Trustees Bylaws

DEPARTMENT: Library

PUBLIC HEARING: No

ATTACHMENT(S):
Library Bylaws revised 09-21-2010

INFORMATION CONTACT:
Martie Smith

TELEPHONE NUMBERS:
704-283-8184 x222
704-242-0180 (mobile)

DEPARTMENT'S RECOMMENDED ACTION: On the Consent Agenda, approve the Bylaws as revised by the Library Board.

BACKGROUND:

Taking its lead from the suggestions of the Chairwoman on the earlier version, the Library Board has, in large part, adopted the language of the statutes applying to library boards of trustees, particularly in Article 8. Powers and Duties of the Board.

The Library Board adopted the earlier suggestion from Commissioner Kuehler to retain the three at-large seats and add one seat for the Fairview Region, in order to create a board with an odd number of members. The designated seats are representative of geographic service regions -- the original five regions designated in the BOCC's 1999 Regional Library Plan, plus one in the Fairview area where future library development is anticipated. The seats are not intended to represent a specific number of county residents.

The annual meeting was changed to January in order that terms of office coordinate with terms of appointment.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Board of Trustees of the Union County Public Library Bylaws

Article 1 Name

The Board of County Commissioners has established the Board of Trustees of the Union County Public Library (hereinafter referred to as the "Board," the "Board of Trustees," or the "Library Board"), according to the provisions of North Carolina General Statute 153A-265, and has delegated to the Board of Trustees the authority described in these Bylaws.

Article 2 Purpose

The purpose of the Board of Trustees shall be to formulate and adopt, with assistance of the professional library director (hereinafter known as the Director), policies for the delivery of library services for all inhabitants of Union County, North Carolina, and to advise the Board of County Commissioners on matters of library development.

Article 3 Members

The Board of Trustees shall be composed of nine members appointed by the Union County Board of Commissioners. All members must be residents of Union County and shall be chosen from the populace with reference to their qualifications of such office.

One person shall be appointed to represent each of the following regions,

- Marshville Region – Marshville and eastern Union County
- Monroe Region – City of Monroe and central Union County
- Union West Region -- Indian Trail, Stallings, Lake Park, Hemby Bridge
- Weddington Region -- including Marvin and Wesley Chapel
- Waxhaw Region -- including Mineral Springs and southwestern Union County
- Fairview Region -- including Unionville and northwestern Union County

Deleted: (note: the map designating the regions – are the regions established based on population? Need to ensure that each region has an equal number of citizens within):

Three seats shall be at-large seats, and the person filling each of these seats may be a resident of any region of the County.

The Union County Board of Commissioners shall designate one of its own members to serve ex-officio on the Library Board. The Commissioner shall serve as a liaison and shall have no vote. Such member from the Board of Commissioners shall serve a term of one year to begin in the month of January.

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This Board acknowledges its responsibility to make periodic reports to the Union County Board of Commissioners. There shall be an annual report which shall cover operation of the library services rendered and will outline any new services for which need is recognized. Following approval by the County Board of Commissioners, this report shall be forwarded to the North Carolina Department of Cultural Resources.¶

The Union County Board of Commissioners may remove any member appointed to the Board of Trustees for incapacity, unfitness, misconduct, or neglect of duty. Failure to attend at least two-thirds of regularly scheduled meetings per year shall be interpreted as neglect of duty. Prior to the meetings, the secretary shall be notified of inability to attend.

¶
The appointed Board of Trustees recognizes that adequate financial support is basic for the good of the library service; and as the legally appointed Board, accepts the responsibility for requesting financial support from all resources available in addition to the Union County General Fund.¶

Members of the Board shall serve without compensation.

Article 4. Terms

Members shall be appointed for two-year terms. Four members shall be appointed in January of odd-numbered years and five members shall be appointed in January of even-numbered years.

All vacancies on the Board shall be immediately reported by the Board of Trustees to the Union County Board of Commissioners, which shall fill the unexpired term for the vacant seat.

Article 5. Quorum

A quorum for the transaction of business at any meeting shall consist of a simple majority of the Board, not counting vacancies, present in person. In the event a quorum is not present, any emergency action deemed necessary shall be taken with such action subject to ratification by a quorum at a called special meeting or at the next regular meeting.

Article 6. Officers

The officers shall be a ~~chairperson~~ and a ~~vice-chairperson~~, elected from among the appointed trustees at the annual meeting of the Board of Trustees.

Officers shall be elected to serve a term of one year or until their successors are duly elected.

The Chairperson shall preside at all meetings of the Board, authorize calls for any special meetings of the Board, appoint all committees, execute all documents authorized by the Board, serve as ex-officio member of all committees and generally perform all duties associated with that office.

The Vice-Chairperson, in the event of the absence or disability of the Chairperson, or vacancy in that office, shall assume and perform the duties and functions of the Chairperson.

The Director, ~~as Secretary~~, shall be responsible for keeping a true and accurate record of all meetings of the Board, for issuing notices of all regular and specially called meetings of the board, and shall perform such other duties as are generally associated with the office of Secretary.

The Director shall make pertinent financial reports at regular board meetings.

Deleted: chairman

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Manager Recommendation:

Article 7. Meetings

There shall be at least ten regular meetings of the Board of Trustees each year, held at a regular time and announced to the public via the Union County website. In addition, the schedule for regular meetings shall be filed with the Clerk to the Board of Commissioners.

The annual meeting shall be held at the time of the regular meeting in January of each year. Special meetings shall be called at the direction of the Chairperson or at the request of a majority of the Board for the transaction of business as stated in the call for the meeting. Public notice of special meetings shall be given at least forty-eight hours before the meeting in accordance with the provisions found in North Carolina's open meetings law.

Deleted: (NOTE: does it make sense to hold the annual meeting in January when you have new members take office in January? Why the change from May to January?)

Deleted: Chairman

Deleted: (NOTE: change throughout to be consistent)

Deleted: three members

All meetings are open to the public except for matters in which a closed session is permissible under North Carolina law.

The order of business for regular meetings shall include, but not be limited to the following items. (a) Call to order (b) Adoption of the Agenda (c) Public Comment period (d) Presentation to the Board (e) Disposition of minutes of previous meeting (f) Report of the Director (g) Committee Reports (h) Communications (i) Unfinished business (j) New business (k) Announcements (l)Adjournment.

Meetings shall be conducted according to standard conventions of Parliamentary Procedure. The rules contained in *Suggested Rules of Procedure for Small Local Government Boards* shall govern the Board in all cases in which they are applicable, and in which they are not inconsistent with the Bylaws.

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Article 8. Powers & Duties of the Library Board

In accordance with North Carolina General Statute 153A-266, the following powers and duties are delegated to the Library Board:

To formulate and adopt programs and policies for the government of the library which are consistent with state and federal statutes and regulations, and with Union County policies; and which assure public access to library resources and protection of County property.

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To make recommendations to the Board of County Commissioners concerning construction and improvements of library buildings and other structures for the library system.

To advise the County Manager on the appointment of a qualified Library Director, who holds or is eligible for a North Carolina Public Librarian Certificate (as required for State Aid eligibility).

Deleted: Revised 2/19/2010

To establish a schedule of fines and charges for late return of, failure to return, damage to, and loss of library materials, and to take other measures to protect and regulate the use of library resources.

Deleted: The Library Board of Trustees with the advice and consent of the County Commissioners and staff

To extend the privileges and use of the library system to nonresidents on terms prescribed by the Board.

Deleted: Personnel Director

Deleted: and consistent with state statutes, county manager's contract, and local

To otherwise advise the Board of County Commissioners on library matters.

Deleted: personnel statutes, regulations, practices and procedures

To make an annual report on the operations of the Library to the Board of County Commissioners; and to make an annual report to the Department of Cultural Resources as required by G.S. 125-5.

Deleted: policies, shall interview applicants and shall make recommendations to the Board of County Commissioners and County Manager relating to the employment of the Library Director. (NOTE: need to make it generic to state statutes, county manager contract – so if anything changes in those documents we don't need to change all of our policies and bylaws)¶

In accordance with G.S. 153A-263 (C), the Library Board shall make recommendations to the Board of County Commissioners regarding the acquisition of real property for the public library system.

¶ The Library Director may be terminated in accordance with any general personnel rules, regulations, policies, or ordinances that the board may adopt.¶

Article 9. The Library Director

Employees of the Union County Public Library shall be employed in accordance with the Personnel Resolution adopted by the Union County Board of Commissioners.

¶ With assistance of the Director, the Board shall formulate policies for the government of the library which are consistent with state and federal statutes and regulations and Union County policies; and which assure public access to library resources and protection of County property. ¶

The Director shall be responsible for adherence to the personnel policies of the County; for the direction and supervision of the staff, for the care and maintenance of the physical library property; for the adequate and proper selection of materials in keeping with stated library policies; for the efficiency of library services to the county inhabitants; for the financial operation within the limitations of budgeted appropriations; and for providing financial, staffing, and operations reports and information to the County Commissioners as they require.

¶ The Board shall

The Director shall keep the Library Board and the Board of County Commissioners abreast of all matters system wide.

Deleted: fees, including but not limited to: charges for the late return, failure to return, damage to, and loss of library materials; non-resident borrowers' card; and output from library equipment such as printers and copiers

The Library Director may be terminated in accordance with the Union County Personnel Resolution.

Deleted: ¶

¶ The Board shall make recommendations to the Board of Commissioners concerning construction and improvements of library buildings and the other structures for the library system; approve the annual report of library operations, and shall

Article 10. Amendment

These Bylaws may be amended by a majority vote of members present at a regular meeting of the Board of Trustees at which a quorum is present, provided that the proposed amendment was made known to all members in the call for the meeting.

Deleted: and any other pertinent state statutes or local board of commissioner policies

Deleted: The Director shall keep the Board informed in all matters of interest to the Library. ¶

Deleted: Revised 2/19/2010

Article 11. Approval

These Bylaws, and any amendments thereto, are subject to the approval of the Board of County Commissioners.

Deleted:

Adopted by the Board of Trustees of the Union County Public Library:

Chairperson

September 21, 2010
date

Deleted: January 19

Approved by the Board of County Commissioners:

Chairperson

date