

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

www.co.union.nc.us

Closed Session – 6:00 PM

1. **Opening of Meeting**
 - a. Invocation
 - b. Pledge of Allegiance
 - c. Featured Community Benefit Organization: Council on Aging in Union County
(*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. **Anson/Union County Water Agreement** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Authorize the County Manager to approve, subject to legal review.

New Business:

7. **Discussion of Health Benefits for Commissioners** (*Estimated Time 10 Minutes)
ACTION REQUESTED: Staff defers to Commissioner Baucom.
8. **Discussion of Legal and Ethical Concerns** (*Estimated Time 10 Minutes)
ACTION REQUESTED: Staff defers to Commissioner Baucom.

9. **Parks & Recreation Funds Release** (*Estimated Time 10 Minutes)
ACTION REQUESTED: That the BOCC review the previously submitted UCAC Grant Applications that are awaiting funding and provide Staff with guidance on how to proceed.
10. **Announcement of Vacancies on Boards and Committees** (*Estimated Time 10 Minutes)
- a. Adult Care Home Advisory Committee (at least 5 Vacancies)
 - b. Agricultural Advisory Board (1 Vacancy Expired in 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 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)
 - g. Library Board of Trustees - 5 Vacancies as follows:
 - 1) Two (2) At-Large Representatives
 - 2) One (1) Vacancy representing the Monroe Region (City of Monroe and Central Union County)
 - 3) Union West Region – Indian Trail, Stallings, Lake Park, Hemby Bridge
 - 4) Fairview Region – including Unionville and northwestern Union County
 - h. Historic Preservation Committee – (1 Vacancy due to a resignation with the term ending February 2011)
 - i. Animal Care Committee
 - 1) 4 Members at Large
 - 2) 1 Representative from a 501 c(3) Rescue Group
 - 3) 1 Veterinarian
 - 4) 1 Representative from the County Animal Shelter
 - j. Farmers Market Committee (1 Member at large as of December 2010)
 - k. Union County Home and Community Care Block Grant Advisory Committee (5 vacancies for community representatives as of December 2010).

ACTION REQUESTED: Announce vacancies

11. **Interim County Manager's Comments**

12. **Commissioners' Comments**

CONSENT AGENDA
November 1, 2010

1. **Contracts and Purchase Orders over \$20,000**
 - a. Appropriation for Forest Protection
ACTION REQUESTED: Authorize the County Manager to approve the contract as amended.
2. **Minutes**
ACTION REQUESTED: Approval of Minutes
3. **Tax Administrator**
 - a. Fifth Motor Vehicle Billing in the Grand Total Amount of \$1,147,830.07
 - b. Departmental Monthly Report for September 2010**ACTION REQUESTED:** Approve items a-b
4. **Library: "Great Stories CLUB" Grant Application (The American Library Association)**
ACTION REQUESTED: Authorize the Library Director to certify and submit the online grant application.
5. **Amendment to the 2010-2011 Union County Pay and Classification Plan**
ACTION REQUESTED: Approve amendments to the 2010-2011 Union County Pay and Classification Plan to add the following new job classifications and pay grade assignments: a) Solid Waste Manager, Pay Grade 79; b) Landfill Operations Superintendent, Pay Grade 72; and c) Lead Meter Technician, Pay Grade 63.
6. **Department of Social Services: Budget Amendment #8 to Appropriate \$11,948 in Additional Federal Funding for the Temporary Assistance for Needy Families (TANF) and Family Violence Prevention Services Act (FVPSA)**
ACTION REQUESTED: Adopt Budget Amendment #8 to accept a funding authorization in the amount of \$11,948 in additional Domestic Violence funds and Family Violence Prevention Services Act funds for domestic violence services.
7. **Veterans Services/Patriot Awards**
Proclamations for Patriot Awards for Outstanding JROTC Members to be Presented at the November 6, 2010, Veterans Day Program
ACTION REQUESTED: Adopt the proclamations to be awarded at the Veterans' Day Celebration on November 6, 2010.
8. **Goose Creek/Fairfield Plantation Mediation Agreement**
ACTION REQUESTED: Authorize the County Manager to approve the settlement agreement, pending legal review.
9. **Tyler-MUNIS Agreement**
ACTION REQUESTED: Ratify the Interim County Manager's approval of an Application Service Provider Agreement with Tyler Technologies, Inc. with a \$4,000 increase in price.

10. **Dodge City CDBG Grant – Language Access Plan**
ACTION REQUESTED: Accept the Language Access Plan with authorization for staff to modify the plan and add information to the plan as may be necessary for completion.
11. **Admin & Capital Community Transportation Grant Funding for FY 2011**
ACTION REQUESTED: Ratify the Interim County Manager's approval of the amended Grant Agreement.
12. **Catawba River Water Supply Project (CRWSP) Purchase of Mitigation Credits**
ACTION REQUESTED: Approve the revision to the Stream Mitigation Plan and authorize the Manager to approve the associated purchase agreement following legal review.

**Information Only
No Action Required**

1. Personnel Report for September 2010



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, November 1, 2010, at 6:00 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 consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3); 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, Chairwoman
Union County Board of Commissioners

Council on Aging in Union County

Council on Aging in Union County is a private nonprofit (501©(3)) agency supporting people age 60 and over in their efforts to remain healthy, active, and in control of their own lives. The agency connects clients with the services they need to live independently for as long as possible.

Formally organized in 1972 and chartered in 1973, the agency received its first Older Americans Act funding in 1974. Our mission to support older adults in their preference to be cared for at home remains the same some thirty years later, although today's 60 or 70 year-old may be caring for their parents.

In order to fulfill our mission, Council on Aging in Union County provides the following programs and services.

Information & Assistance

Information about aging services
 Assistance in accessing services
 Referrals for services
 Equipment Loan
 Caregiver Referrals
 SHIIP/Medicare Counseling

Senior Outreach

Union Seniors Outreach Programs
 Disease Prevention/Health Promotion
 Community Outreach Information
 Senior Wellness Expo
 Senior Scam Jam
 Annual Picnic, Meeting, Christmas Party

In-Home Services

Chore/Household Management
 Personal Care Assistance
 Shopping/Errands
 Respite/Caregiver Relief

Family Caregiver Support

Caregiver Classes & Support
 Respite/Caregiver Relief
 Supplemental Supplies
 Support for Grandparents/grandchildren

Senior Community Service Employment Program (Title V)

Employment & Training

1401 Skyway Drive
 PO Box 185
 Monroe NC 28111

704-292-1797
 704-292-1776 Fax
coauc@carolina.rr.com
www.coaunion.org

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11/1/2010

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

SUBJECT: Anson County Water Agreement

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Water Agreement between Anson
County, NC and Union County, NC

INFORMATION CONTACT:
Edward Goscicki

TELEPHONE NUMBERS:
704-296-4212

DEPARTMENT'S RECOMMENDED ACTION: Authorize the County Manager to approve, subject to legal review.

BACKGROUND: Union County has a current water agreement with Anson County for the purchase by Union of up to 4 Million Gallons per Day (MGD) of potable water to meet the service needs of our water customers in the eastern portion of the County. This agreement is scheduled to expire in 2014. We see the Anson water purchase as an integral part of our long term water supply. For the past year we have been in negotiations with Anson County to extend the term of the agreement by 30 years and to increase our allowable supply from 4 to 6 MGD. This increase in supply is conditional on the completion of new infrastructure within Anson County, described as "Anson Additional Improvements" the cost of which we agree to pay a 33% share, and additional improvements within Union County that will be defined in our Master Plan currently under development. The agreement also ratchets up our required minimum monthly purchase of water from the current 30 million gallons per month to 40 after the completion of the Phase 1 improvements and to 60 after the completion of the Phase 2 improvement. Most of the other terms of the agreement remain substantially the same as in our current agreement. Additional provisions have been added to deal with maintenance of water quality by Anson, drought restrictions, and dispute resolution.

FINANCIAL IMPACT: \$2.05 Million (33% of the estimated \$6.2 million cost of Anson Improvements)

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable:

Manager Recommendation:

WATER AGREEMENT

BETWEEN

ANSON COUNTY, NORTH CAROLINA

AND

UNION COUNTY, NORTH CAROLINA

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2010, by and between Anson County, a political subdivision of the State of North Carolina, hereinafter referred to as “Anson”; and Union County, a political subdivision of the State of North Carolina, hereinafter referred to as “Union”;

RECITALS

Anson and Union have previously entered into Agreements for the sale by Anson and the purchase by Union of water; and

Anson and Union have agreed that it would be in the best interests and for the general welfare of the citizens of each county that Union continue to purchase water from Anson; and

In order to meet the anticipated future demands of Union and the citizens of Anson for water, it will be necessary to make certain improvements to the water systems of Anson and Union; and

Anson and Union desire to memorialize their Agreement in this matter.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Construction of Improvements

(A) Anson’s Twenty Inch Water Main

Pursuant to an agreement between Anson and Union dated April 7, 1992, as modified by Amendment dated March 8, 1993, (the “1992 Agreement”), Anson agreed to commence construction not later than April 15, 1993, of either a twenty inch (20”) or

WATER AGREEMENT BETWEEN ANSON COUNTY, NC AND UNION COUNTY , NC

twenty-four inch (24") water main from Anson's Wadesboro, North Carolina Silk Mill Hill Water Tank, to the Union County line, which line was required to tie into the Union water system at or adjacent to an agreed upon metering station. The purpose of construction of this water main was to enable Anson to provide to Union up to four million gallons of water per day (4MGD). Also pursuant to the 1992 Agreement, Union agreed to pay to Anson seventy percent (70%) of the "local costs" attributable to the construction of the twenty inch (20") main pursuant to a schedule consistent with Anson's financing agreement. The obligations of the parties, as stated in the 1992 Agreement, pertaining to this water main remain in full force and effect and are attached and incorporated herein by reference as Attachment 1 to this Agreement. Union's final payment on the twenty inch (20") water main is due on May 1, 2013, after which payment Union shall have no further obligation for payment of this line.

(B) Anson's Additional Improvements

Anson agrees to construct such improvements to Anson's water system as will enable delivery by Anson of six million gallons of water per day (6MGD) to Union at such point (the "Point of Connection") as indicated in Attachment 2, attached and incorporated herein by reference. These improvements (the "Additional Anson Improvements") are more particularly described as follows: (i) 51,000 linear feet of 24" water transmission main extending from the Ground Storage High Service Pumping Station (HSPS) at Clark Mountain Road to the existing 1 million gallon elevated water storage tank in Wadesboro; (ii) upgrade to the HSPS from the current pumping capacity of 10 MGD (of which Anson has contracted 4 MGD to Union) in order to match the water treatment plant's permitted capacity of 16 MGD; and (iii) a Pressure

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Reducing/Pressure Sustaining Valve on the west side of Peachland in Anson County.

Anson shall commence the Additional Anson Improvements not later than January 1, 2012 and complete such improvements not later than January 1, 2014.

Union agrees to participate in the cost of the Additional Anson Improvements. Union's participation in the cost of the Additional Anson Improvements shall be thirty-three percent (33%) of the Local Costs of this project to Anson. "Local Costs" shall mean moneys appropriated and spent by Anson County for the construction of the Additional Anson Improvements, exclusive of any state or federal grant funds received for the project. These Local Costs shall include all sums actually expended by Anson County for the improvements, including labor, materials, and engineering fees, but shall not include the time of the staff of Anson County in overseeing the project. In the event Anson has previously incurred engineering fees in connection with the project that are to be shared by Union, such fees are as set forth in Attachment 3, attached hereto and incorporated by reference. Anson estimates the costs of the Additional Anson Improvements to be approximately Six Million, Two Hundred Thousand Dollars (\$6,200,000). Anson agrees to finance the Local Costs of this project in accordance with the provisions of G.S. 160A-20 and the improvements made shall be the property of Anson, subject only to the terms and conditions of this Agreement with Union. Anson must be able to obtain financing for this project on terms and conditions acceptable to both Anson and Union. Union specifically reserves the option to pay cash to Anson for its thirty-three percent (33%) share of the project costs as previously defined. In the event Union does not elect to pay cash for its portion of the project, then Union agrees to pay thirty-three percent (33%) of the principal, interest and costs in connection with the

financing as the same comes due and agrees to execute such documents as might be reasonably required by the entity financing the project. If Union elects to pay cash for its portion of the project, upon receipt of invoices approved by the project engineer Anson shall forward to Union a copy of the invoice. Union shall make payment to Anson for thirty-three (33%) of the invoice within ten (10) days of receipt of the invoice.

(C) Union's Improvements

Union agrees to construct such improvements to Union's system as will enable Union to utilize up to six million gallons of water per day (6MGD) delivered by Anson to the Union County Point of Connection. These improvements (the "Union Improvements") will be constructed in two phases.

Phase I, to allow Union to utilize up to four million gallons per day (4MGD), is more particularly described as follows: (i) construction of a new booster pumping station at the Union County/Anson County line and installation of approximately 30,000 linear feet of 24" pipe extending from the booster pumping station to Union's existing 1.0 MG elevated storage tank in Marshville; and (ii) construction of a second booster pumping station along Olive Branch Road in order to distribute the additional capacity to Union's existing 1.0 MG elevated tank along NC 218.

Union shall commence construction of Phase I of the Union Improvements not later than December 1, 2009, and complete such improvements not later than July 1, 2011. The scope of Phase II of the Union Improvements, to enable Union to utilize up to six million gallons per day (6MGD), will be determined from Union's Water and Sewer Master Plan, which Union is currently undertaking. It is anticipated that Phase II of the Union Improvements will be completed by July 1, 2013.

(D) Water to be Sold Exclusively to Union

Union and Anson acknowledge that Union participated in the cost of the twenty inch (20") water main pursuant to the 1992 Agreement and is participating in the costs of the Additional Anson Improvements in order to ensure that it can provide water to its customers in Union County. Union will pay for its costs of construction and for the water purchased under this Agreement through charges for water to its customers. In order to ensure that Union will continue to have a water customer base with which to meet its obligations under this Agreement, Anson agrees that for the duration of this Agreement, and any extensions thereof, that it will not sell water to any other person or entity in Union County, North Carolina. This provision shall not apply to Anson's existing Agreement to provide water to the Town of Marshville up to one million gallons of water per day (1MGD) through its existing twelve inch (12") line. This provision also shall not apply to any residential customers located in Union County, which Anson County is presently servicing with water; however these services shall not be expanded in any manner, such as the addition of more customers on existing lines, or the sale of water to existing customers for resale to third parties. Anson may provide service to additional residential customers located in Union County only upon the express approval of the Union County Board of Commissioners.

2. Duty of Anson to Provide Water to Union

(A) Duty of Anson to Provide Water to Union Prior to Final Completion of the Additional Anson Improvements and Phase II of the Union Improvements

From the effective date of this Agreement until final completion of both the Additional Anson Improvements and Phase II of the Union Improvements, Anson shall

provide water to Union in such amount as may be requested by Union, up to a maximum of four million gallons of water per day (4MGD). Prior to final completion of Phase I of the Union Improvements, Union shall be obligated to purchase thirty (30) million gallons of water per month from Anson, whether or not the water is actually received by Union.

Following completion of Phase I of the Union Improvements but prior to final completion of both the Additional Anson Improvements and Phase II of the Union Improvements, Union shall be obligated to purchase forty (40) million gallons of water per month from Anson, whether or not the water is actually received by Union.

Notwithstanding the foregoing, if, during the period that Union is obligated to purchase forty (40) million gallons of water per month, Anson is unable to supply Union with its contractually agreed four million gallons per day (4MGD) peak daily flow on any day during a given month, then in such event Union shall have no duty to purchase forty (40) million gallons per month and Anson shall bill, and Union pay, only for water actually used by Union during such month. The water furnished by Anson to Union under this paragraph will be supplied by Anson to the Point of Connection in Union County.

(B) Duty of Anson to Provide Water to Union Following Final Completion of the Additional Anson Improvements and Phase II of the Union Improvements

Following completion of both the Additional Anson Improvements and Phase II of the Union Improvements, Anson shall provide water to Union in such amount as may be requested by Union, up to a maximum of six (6) million gallons of water per day (6MGD). Following final completion of both the Additional Anson Improvements and Phase II of the Union Improvements, Union shall be obligated to purchase sixty (60) million gallons of water per month from Anson, whether or not the water is actually

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received by Union. Notwithstanding the foregoing, if, during the period that Union is obligated to purchase sixty (60) million gallons of water per month, Anson is unable to supply Union with its contractually agreed six million gallons per day (6MGD) peak daily flow on any day during a given month, then in such event Union shall have no duty to purchase sixty (60) million gallons per month and Anson shall bill, and Union pay, only for water actually used by Union during such month. The water furnished by Anson to Union under this paragraph will be supplied by Anson to the Point of Connection in Union County.

(C) Reduction of Minimum Purchase of Water by Union

The parties understand and agree that Union's need for water from Anson depends to a large extent on the continued operation of one or more major industrial/municipal customers. For purposes of this paragraph, "major industrial/municipal customer" shall be defined as any customer located in the Yadkin Pee Dee drainage basin of Union County using in excess of 200,000 gallons of water per day. Therefore, notwithstanding the provisions in paragraph 2 obligating Union to purchase minimum monthly amounts of water whether or not actually received, such minimum monthly amounts shall be reduced on an annual basis commensurate with any reduction in use by a major industrial/municipal customer due to plant closure or cutbacks in operation.

(D) Mandatory Drought Restrictions

In the event that mandatory water withdrawal restrictions beyond Anson's control are imposed on Anson that limit Anson's ability to meet the water supply provisions of this paragraph 2, Anson's obligation to provide the maximum daily flow to Union will be reduced by the same proportion as Anson's water withdrawal is reduced through these mandatory water withdrawal restrictions. Such reduction in Anson's obligation shall remain in effect only for the duration that the mandatory water withdrawal restrictions remain in force. During this period Union's obligation to purchase a minimum monthly quantity of water will also be suspended. In the event of diminution of service, the services and supply of water to Union shall be reduced or diminished in the same proportion as Anson will reduce or diminish services to other customers of Anson, but no greater.

3. Rates to be charged by Anson to Union for Water

Effective upon execution of this Agreement, the following metered rates shall apply to water sold on a monthly basis by Anson to Union pursuant to this Agreement:

First 3 Million Gallons:	\$1.6880/1000 gallons
Next 3 Million Gallons:	\$1.6880/1000 gallons
Next 3 Million Gallons:	\$1.6480/1000 gallons
Next 3 Million Gallons:	\$1.6280/1000 gallons
Over 12 Million Gallons:	\$1.6174/1000 gallons

These rates shall be subject to review and modification annually, with any changes to be effective on July 1 of each year; provided, however, that such rate adjustments for any component of the above rate schedule shall at no time be greater than the amount of percentage increase or decrease charged by Anson to the average water customer, as measured by water consumption, in the rate class comprised of the largest number of metered customers. Any proposed modification of the above rate schedule shall be

presented to Union, in writing, for review and discussion at least sixty (60) days prior to the effective date. Copies of rate calculations and records utilized in the determination of such adjustments shall be available to Union for inspection during this review.

4. Invoicing and Payment for Water

Anson shall furnish to the Director of Public Works for Union, not later than the tenth (10th) day of each month, an itemized statement of the amount of water delivered to Union during the preceding month and the charges therefor and Union agrees to make payment by the 20th day of each month for the water purchased the preceding month. Union's failure to make payment by the 25th day of the month for water purchased the preceding month may result in an additional late fee of 2% of the current due payment per month for each month the payment remains outstanding. Payment for services more than six (6) months overdue may result in a suspension of service by Anson. Service will be restored upon payment of the charges due, plus reasonable expenses actually incurred by Anson in connection with the termination and restoration of services.

5. Quality and Pressure of Water to be Furnished

Anson agrees to provide, at the Point of Connection between the Union and Anson water systems, treated water from its water system. This water shall meet or exceed all applicable requirements of Federal and State statutes and regulations. Should the water quality fail to meet the required standards, Anson shall immediately take corrective actions to bring the water quality into compliance. If the water quality does not meet applicable standards for thirty (30) or more consecutive days, Union reserves the right to implement additional treatment of Anson water to meet applicable requirements of Federal and State statutes and regulations. The capital and operating

costs incurred by Union for this additional treatment will be deducted from the payments due to Anson by Union.

Anson agrees to furnish water to Union at a reasonably constant normal pressure as set forth in Attachment 4, attached hereto, which is incorporated herein by reference.

Failure of Anson to meet the water quality and pressure provisions of this paragraph 5 or the water supply provisions of paragraph 2 due to power failure, floods, fire and use of water to fight fires, earthquake or other catastrophe shall excuse Anson from these provisions for such reasonable period as may be necessary to restore service; provided, however, in the event of diminution of service, the services and supply of water to Union shall be reduced or diminished in the same proportion as Anson will reduce or diminish services to other customers of Anson, but no greater.

6. Operation of Water System by Anson

Anson shall at all times operate and maintain its system in an efficient manner and will take such action, including upgrade of its water plant, as may be necessary to furnish Union with the quantity and quality of water required pursuant to this Agreement. Temporary or partial failure to deliver water at the specified quantities and quality shall be remedied with all possible dispatch. Anson shall not be responsible for any interruption of water supplied under this Agreement if said interruption is caused by circumstances set out in paragraph 5, above. Upon interruption of the delivery of water by Anson to Union or upon any treatment process upset that could result in substandard water quality, Anson shall immediately notify Union of the cause of the interruption or upset, the anticipated duration, and the measures undertaken to correct the interruption or upset. Notwithstanding the fact that Union is relieved of payment of a monthly minimum

during months in which Anson is unable to meet the peak daily flow required pursuant to this Agreement, both parties retain all remedies available pursuant to applicable law in the event of breach of this Agreement by the other party.

To promote communication and enhance cooperation among the parties, the parties agree to establish a Coordinating Committee comprised of a representative from each Board of County Commissioners or their designee, The County Managers or their designees, and the Counties' Public Works and Public Utility Directors.

The committee shall meet at least once per year at a mutually agreed upon time and location to review contract performance and discuss potential operational or administrative enhancements to this Agreement.

7. Measurement of Water Delivered to Union

Water purchased by Union from Anson shall be delivered by Anson to Union at the point on the Anson-Union county line where meters measuring the quantity of water delivered are currently located. As part of Phase I of the Union Improvements, Union shall construct a new metering station, to replace the current meter, and Union shall dedicate this new metering station to Anson. The cost of construction of this new metering station shall be credited from the Local Costs of the Anson Improvements allocated to Union. The current and new metering equipment shall be calibrated at Anson's expense whenever requested by Union, but not more frequently than every twelve (12) months. A meter registering more than two percent (2%) above or below the test result shall be deemed to be inaccurate. The previous readings at any meter disclosed by tests to be inaccurate shall be corrected for the six (6) months previous to the test in accordance with the percentage of inaccuracy found by such tests; provided, however, in

the event the approximate time of a malfunction of the meter can be determined, then the readings will be corrected for that period of time. If any meter fails to register for any period of time, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure unless Anson and Union agree upon a different amount. The metering equipment shall be read by Anson within four (4) days of the end of each month.

8. Duration of Agreement

This Agreement shall commence as of the date of execution and shall continue until April 15, 2044. This Agreement shall automatically renew for two (2) additional successive periods of ten (10) years each, unless one party shall give notice to the other, in writing, of its intent to terminate the agreement at the end of the original term, or the end of one of the extended terms. Such notice in order to be effective must be given at least five (5) years prior to the expiration of the term then in effect.

In the event that Anson should elect not to renew the Agreement at the end of the original term, or any extensions thereof, Anson agrees that it will not sell water to a person or entity, other than Union, in Union County, North Carolina, without first offering to sell the water to Union upon the same terms and conditions offered to such person or entity. Anson shall notify Union that it intends to enter into an Agreement with a person or entity other than Union, and shall attach to that notice a copy of the proposed Agreement with such person or entity. Union shall then have sixty (60) days from receipt of Anson's notification, in which to notify Anson that it agrees to purchase water under the same terms and conditions as provided in the proposed agreement with the third party. In the event that Union fails to so notify Anson of its intent to purchase water in

accordance with the proposed Agreement with the third party, then Anson shall be free to enter into the Agreement with the third party.

9. Resolution of Disputes Other than Payment and Conditions Precedent

It is the intent of the parties that the provisions of this Article are mandatory, and that the parties shall attempt to resolve all disputes arising under this Agreement by following the procedures hereinafter set forth prior to any litigation being commenced.

Upon the occurrence of one of the following, the Parties shall create a Dispute Resolution Committee: (1) One party shall contend that the other party is in default under the provisions of this Agreement; or (2) the Parties cannot agree on a decision necessary for the continuance of this Agreement. Prior to a declaration that the other party is in default, or upon a deadlock between the Parties on a decisions necessary for the continuance of this Agreement, one of the Parties shall activate the Dispute Resolution Committee by giving written notice to the other party. This notice shall contain the following information: (1) The nature of the default or deadlocked issue; (2) The designee of that party to sit on the Dispute Resolution Committee; (3) Notification to the other Party that they are required to designate a party to sit on the Dispute Resolution Committee within 48 hours of the receipt of the notice; and (4) That the two persons designated to sit on the Dispute Resolution Committee shall confer within 24 hours of each party naming its representative to the Committee to name a third party to sit on the Dispute Resolution Committee. If the two persons so designated cannot agree on a third representative to sit on the Dispute Resolution Committee within 72 hours after the designation of the second such person, they will request that the Executive Director of the

Centralina Council of Governments name a third person to serve on the Committee. This Committee shall then proceed to attempt to resolve the dispute as hereinafter set forth.

Once all three members of the Dispute Resolution Committee have been selected, then the Committee shall advise both parties in writing of the nature of the dispute, and request that both parties submit to the Committee a written statement of their respective positions on the matter. The parties shall then mail a copy of their statement to each of the Committee, within 48 hours of receipt of the notice from the Committee. Each party shall have the right to submit to the Committee whatever documentation supporting its position that it deems necessary to properly present its position. The Committee shall, within 48 hours of receipt of the Parties' statements schedule a meeting where all three of the members of the Committee shall be present. The Committee shall make a decision resolving the dispute by majority vote. The decision of the Committee shall be made in writing and mailed to each of the parties. Unless one of the parties shall file written objection to the decision with each member of the Committee within 7 days of receipt of the decision of the Committee, then the decision of the Committee shall be final and binding upon both of the parties.

In the event that one of the parties files written objection to the decision of the Committee as provided above, then either party shall have the right to litigate the matters which were presented to the committee.

The parties may by written waiver, signed by both parties to the Agreement, waive the provisions of this Article.

10. Records to be made available to Union

Anson will make available for inspection to representatives of Union at all times its records to the end that Union's representatives may audit all applicable records of Anson needed to verify the actual amounts charged to Union are in compliance with the terms of this Agreement. Union will also have the right to have its representatives inspect any improvements made to the Anson water system under this Agreement, and to have its engineers examine such improvements used in serving Union under this Agreement to the end that Anson and Union will work with each other to provide quality water at the lowest possible cost to the customers of Anson and Union.

11. Headings

Paragraphs, headings, titles and captions contained in this Agreement are inserted only for convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

12. Regulatory Bodies

Anson and Union through this Agreement seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of North Carolina. This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto past or future promulgated by the United States of America, the State of North Carolina, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agent of any of them; provided, however, that this clause shall not be construed as waiving the right of any party hereto to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Agreement.

13. Change of Law

The terms and conditions of this Agreement and the mutual covenants made between the parties are based upon existing law as of the date of this Agreement. All terms and conditions herein are intended to be absolute conditions hereof and are agreed to by all parties. It is the intent of the parties that this Agreement shall establish vested rights in each of the parties, which would not be abrogated by any changes in the laws of the State of North Carolina, or of the United States of America. In the event that the laws of the State of North Carolina or the laws of the United States of America should be changed so as to impair the abilities of the parties to perform their obligations under this Agreement, then the parties agree that they will renegotiate this Agreement. The renegotiated Agreement shall be upon substantially the same terms and conditions, with the exception that any provisions which have been affected by changes in State or Federal law shall be modified so as to not violate any new law. In the event that the Agreement cannot be modified to meet the requirements of State or Federal law, then this Agreement shall be terminated.

14. Force Majeure

Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby ("Force Majeure"), including but not limited to acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual, capacity), floods, torrential rainfall, other severe or unusual weather or

climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the completion deadline, epidemics, quarantines, other medical restrictions or emergencies, defects or failures in equipment or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, or of governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completion deadline.

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonable possible once the Force Majeure is overcome or ameliorated.

15. Applicable Law

This Agreement and any disputes which shall arise hereunder shall be governed by the laws of the State of North Carolina.

16. Designation of Venue

The Parties do hereby confer exclusive jurisdiction over any disputes which shall arise under this Agreement upon the General Courts of Justice for the State of North Carolina, sitting in either Anson or Union Counties.

17. Notices

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if mailed by United States of America certified or registered mail, return receipt requested, postage prepaid, to the following addresses:

For Anson County:

Anson County, North Carolina
c/o County Manager
101 South Greene Street
Wadesboro, NC 28170

with copy to:

Anson County Board of County Commissioners
c/o Chairperson,
101 South Greene Street
Wadesboro, NC 28170

Mr. George C. Bower, Jr.
111 East Wade Street
Wadesboro, NC 28170

For Union County:

Union County Manager
500 N. Main St.
Room 925, 9th Floor
Monroe, NC 2811

With copies to:

Union County Board of County Commissioner
c/o Chairperson
500 N. Main St.
Room 925, 9th Floor
Monroe, NC 2811

Union County Public Works Director
500 N. Main St.
Room 501
Monroe, NC 28112

Senior Staff Attorney
500 N. Main St., Suite 826
Monroe, NC 28112

A Party may change its address by giving notice in writing stating its new address to all other Parties.

18. Severability and Waiver

If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the provisions of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Provided, however, that if the provision which has been declared invalid or unenforceable shall be a provision that would prevent the continued operation of this Agreement, then the parties agreed that they will renegotiate this Agreement. The renegotiated Agreement shall be upon substantially the same terms and conditions, with the exception of the provisions which have been declared invalid or unenforceable, and with respect to such provision agree to substitute a substantially similar provision which is not invalid or unenforceable. No action, or failure to act by either party shall constitute a waiver of any provisions of this Agreement unless such waiver be in writing, and signed by the party to be charged with an act of waiver.

19. Non-Assignability

Except as hereinafter provided, no Party may sell, transfer, assign or otherwise transfer or mortgage, hypothecate or otherwise encumber or permit or suffer any

encumbrance of all or any part of their interest in this Agreement, unless approved in writing by all of the Parties. Any attempt to so transfer or encumber any such interest shall be void. Neither party may assign or delegate any of its duties or obligations to a third party, without the express written consent of the other party. Provided, however, that in the event that either Union or Anson shall merge its utilities operations with any other political subdivision of the State of North Carolina, then, and in that event, Union or Anson shall have the right to assign this Agreement, in its entirety to the entity created by the merger(s) of such utility systems, without the consent of the other party. Provided, further, that the party merging its utilities systems shall notify the other party, in writing, at least 180 days prior to the effective date of such a merger of utilities operations.

20. Execution in Counterparts

This Agreement is or may be executed in duplicates, each of which shall be deemed an original but all of which shall constitute but one instrument. The Agreement shall be deemed fully executed when both Parties have executed at least one copy of the Agreement, regardless of whether or not all Parties have executed the same copy.

21. Modification and Amendment

Any change, amendment or modification to this Agreement must be in writing and fully executed by both parties to this Agreement in order to be valid and enforceable.

22. Entire Agreement

This Agreement shall constitute the entire Agreement and understanding between the parties and shall supersede the 1992 Agreement, except as otherwise expressly stated herein. Any prior or contemporaneous oral or written agreements or understandings with respect to any matters expressed or addressed herein shall be deemed merged into this

WATER AGREEMENT BETWEEN ANSON COUNTY, NC AND UNION COUNTY , NC

Agreement and shall be of no force and effect. Notwithstanding, this Agreement may include amendments or modifications and such amendments or modifications, if in compliance with Article 21, above, shall be considered a part of this Agreement and included in the entire Agreement.

23. Authority to Bind

The undersigned, on behalf of the Parties to this Agreement, by their signatures, purport to bind, covenant, represent and warrant that they have the authority of their principal to bind it to the terms, covenants and conditions of this Agreement.

24. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective lawful successors and assigns.

WATER AGREEMENT BETWEEN ANSON COUNTY, NC AND UNION COUNTY , NC

IN WITNESS WHEREOF, the parties have set their hands and seals, the date and year first above written.

ANSON COUNTY, NORTH CAROLINA

Chairman of Board of Commissioners

ATTEST:

Clerk
(SEAL)

UNION COUNTY, NORTH CAROLINA

Chairman of Board of Commissioners

ATTEST:

Clerk
(SEAL)

WATER AGREEMENT BETWEEN ANSON COUNTY, NC AND UNION COUNTY , NC

STATE OF NORTH CAROLINA
COUNTY OF UNION

This is to certify that before me, a Notary Public of said county, personally appeared this day Lynn G. West, with whom I am personally acquainted, who being by me duly sworn, says that she is Clerk to the Board of County Commissioners for Union County, North Carolina and that _____, is the Chairman of the Board of County Commissioners for Union County, North Carolina; that she knows the common seal of the said county, and the name of the county was subscribed thereto and said common seal was affixed, all by order of the Board of County Commissioners for Union County, North Carolina and that the said instrument is the act and deed of said county.

Witness my hand and notarial seal this _____ day of _____, 2010.

Notary Public

My commission expires:

STATE OF NORTH CAROLINA
COUNTY OF UNION

This is to certify that before me, a Notary Public of said county, personally appeared this day _____, with whom I am personally acquainted, who being by me duly sworn, says that she is Clerk to the Board of County Commissioners for Anson County, North Carolina and that _____, is the Chairman of the Board of County Commissioners for Anson County, North Carolina; that she knows the common seal of the said county, and the name of the county was subscribed thereto and said common seal was affixed, all by order of the Board of County Commissioners for Anson County, North Carolina and that the said instrument is the act and deed of said county.

Witness my hand and notarial seal this _____ day of _____, 2010.

Notary Public

My commission expires:

ATTACHMENT 1

**Obligations of Anson and Union Regarding 20" Water Main
Constructed Pursuant to 1992 Agreement**

Section 1 of April 7, 1992, Agreement

1. Construction of Twenty Inch Water Main. Anson agrees to construct a twenty inch (20") water main from the Wadesboro, North Carolina Silk Mill Hill Water Tank, to the Union County line, which line shall tie into the Union County water system at or adjacent to the present metering station. Union agrees to participate in the cost of construction of this line. Union's participation in the cost of the twenty inch (20") water line shall be seventy percent (70%) of the local costs of this project to Anson. "Local costs" shall mean moneys appropriated and spent by Anson County for the construction of the twenty inch (20") water line, exclusive of any state or federal grant funds received for the project. These costs shall include all sums actually expended by Anson County for the improvements, including labor, materials, and engineering fees, including fees previously incurred in connection with the project as set forth in Exhibit A, attached hereto, but shall not include the time of the staff of Anson County in overseeing the project. Anson agrees to finance this project in accordance with the provisions of G.S. 160A-20 and the improvements made shall be the property of Anson, subject only to the terms and conditions of this Agreement with Union. Anson must be able to obtain financing for this project on terms and conditions acceptable to both Anson and Union. Union specifically reserves the option to pay cash to Anson for its seventy percent (70%) share of the project costs as

previously defined. In the event Union does not elect to pay cash for its portion of the project, then Union agrees to pay seventy percent (70%) of the principal, interest and costs in connection with the financing as the same comes due and agrees to execute such documents as might be reasonably required by the entity financing the project. Upon receipt of invoices approved by the project engineer, Anson shall forward to Union a copy of the invoice. Union shall make payment to Anson for seventy percent (70%) of the invoice within 10 days of receipt of the invoice.

Section 1 of the March 8, 1993, Amendment to the April 7, 1992, Agreement

1. Paragraph 1 of the [April 7, 1992]Agreement is supplemented by the following:

1. Construction of Twenty Inch Water Main. Anson agrees to construct a twenty inch (20”) water main from Anson’s Wadesboro, North Carolina Silk Mill Hill Water Tank, to the Union County line, which line shall tie into the Union water system at or adjacent to the present metering station. Construction of the line shall commence no later than April 15, 1993. Union agrees to participate in the cost of construction of this line as follows:

a. The entire “local costs” of the project shall be financed by Anson, pursuant to the provisions of G.S. 160A-20 upon the terms and conditions set forth in the financing documents entered into between Southern National Leasing Corp. and Anson County, copies of which are attached hereto, marked as Exhibit 1, and which are incorporated herein by reference. Anson shall close on the loan with Southern National Leasing Corp. by April 15, 1993. Anson shall be the party procuring the financing from Southern

National Leasing Corp., and Union shall not be party to any financing agreement or other documents pertaining to the financing, and Union's sole financial obligation in connection with the construction of the twenty inch (20") water main shall be to Anson under the terms of this Agreement. Union agrees that it will, upon request, provide to Anson or Southern National Leasing Corp. copies of any public documents which Union County now generates in the normal course of business which may be required by Southern National Leasing Corp.

- b. It is the intent of this Agreement that Union will pay seventy percent (70%) of the "local costs" attributable to the construction of the twenty inch (20") line. In the event that Anson elects to construct the twenty-four inch (24") line instead of the twenty inch (20") line, then the payments which Union shall make to Anson as set forth in subparagraphs c through h, below shall be based upon seventy percent (70%) of the "local costs" for the twenty inch (20") line. The parties agree that the determination of the additional costs attributable to the construction of the twenty-four inch (24") line shall be made by the project engineers, Hobbs & Upchurch.
- c. Union agrees to pay to Anson a sum equal to seventy percent (70%) of the principal payments due from Anson to Southern National Leasing Corp. under the Installment Purchase Contract. These payments shall be paid by Union to Anson at least five (5) business days prior to the payments being due from Anson to Southern National Leasing Corp. Anson agrees to provide Union with a schedule showing when payments are due under the Installment Purchase Contract, within thirty (30) days following the execution of a final Installment Purchase Contract by Anson.
- d. Union agrees to pay to Anson, in addition to the payments due under subparagraph c, above a sum equal to the lesser of the following: (1) seventy percent (70%) of the actual interest due upon each payment due under the final Installment Purchase Contract between Anson and Southern National Leasing Corp.; or (2) seventy percent (70%) of the amount of interest due upon each payment due under the final Installment Purchase Contract between Anson and Southern National Leasing Corp., computed at the rate of six percent (6%) per annum. These payments

shall be paid by Union to Anson at least five (5) business days prior to the payments being due from Anson to Southern National Leasing Corp.

- e. All interest which shall accrue upon the construction escrow account established under the Installment Purchase Contract for the disbursement of funds during the construction of the water line shall be applied to the debt service, and shall accrue to the benefit of Union County seventy percent (70%) and Anson County thirty percent (30%).
- f. Anson warrants that it can comply with all terms and conditions of the Installment Purchase Contract, and any other requirements of Southern National Leasing Corp.
- g. In the event that Anson shall elect to prepay the debt to Southern National Leasing Corp., then Union shall have the option of: (1) continuing to make payments to Anson in accordance with the provisions of subparagraphs c and d; or (2) to pay to Anson seventy percent (70%) of the then existing principal balance on the loan from Southern National Leasing Corp., together with any accrued interest upon the seventy percent (70%) of the then existing principal balance due to Southern National Leasing Corp., as computed in accordance with the provisions of subparagraph d, above. In the event that Anson shall be charged any prepayment penalty or premium, for the early payment of the debt to Southern National Leasing Corp., then Union shall not be responsible for any portion of such charges.
- h. Union shall have the right to prepay all or any portion of its seventy percent (70%) of the "local costs" for the construction of the twenty-inch (20") water main at any time prior to the completion of the construction of the water main. In the event that Union elects to prepay a portion of its share of the costs of the water main, then the parties shall recompute Union's percentage of the "local costs" which remain unpaid. Union's new percentage of the "local costs" shall be computed by subtracting the amount of the prepayment from Union's original seventy percent (70%) share of the "local costs" (Union's new gross cost). Union's new gross cost shall then be added to the total dollar amount of Anson County's share of the "local costs" and this total shall be divided into Union's new gross cost

to determine Union's new percentage which shall be used in lieu of seventy percent (70%) in determining the amounts that Union shall pay under subparagraphs c and d.

- i. In the event that Anson shall elect to restructure their financing, then Union's payments pursuant to subparagraphs c and d shall then be due five (5) business days before the new payment dates which shall be no sooner than the dates for Union's payments to Anson to be due under the original financing with Southern National Leasing Corp. In the event that Anson County shall restructure the loan to be with Southern National Leasing Corp. then Anson agrees that no additional monies shall be borrowed; that none of the costs of the restructuring of the loan shall be borne by Union; that Union's payments to Anson shall be no greater in amount, nor more frequent than under the terms of the Southern National Leasing Corp. loan; and that any reduced interest rate shall inure to the benefit of Union pursuant to the provisions of subparagraph d.
 - j. Time shall be of the essence in the performance of all obligations of the parties under this Paragraph 1.
2. By adding Paragraph 1(a) to the Agreement, to read as follows:
 - 1(a) Construction of Twenty-four Inch Water Line. Anson shall have the right to construct a twenty-four inch (24") water line in lieu of the twenty inch (20") water line provided for in paragraph 1. In the event that Anson decides to construct a twenty-four inch (24") water line, then Anson shall be responsible for all costs incurred in changing the size of the water line, including any additional engineering fees and construction costs.

EXHIBIT A

**COSTS EXPENDED BY ANSON COUNTY ON PROJECT
[INITIAL WATER MAIN PURSUANT TO 1992 AGREEMENT]**

COST ANALYSIS
24" WATER MAIN TO SERVE UNION COUNTY
MARCH 28, 1994

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Engineering Costs:
Design engineering          $110,000.00
Construction Management    48,000.00
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Total Engineering Costs    $158,000.00          $158,000.00

Construction Costs:
Original Contract Amount   $2,754,875.40
ECO # 1, Approved, 6/1/93    72,976.10
ECO # 2, Final, App. 4/5/94  44,190.73
-----
Tot. Construction Costs    $2,872,043.23          $2,872,043.23
=====
Total Costs of all Completed Work:          $3,030,043.23
=====
    
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The 24" water main is currently serving Union County through the existing meter vault. This vault is located on the 12" water main and has a meter is capable of supplying approximately 2.3 million gallons per day. To fulfill all of Anson County's obligation to serve Union County with up to 4 million gallons per day, a new meter installation option must be completed. These options are listed below:

Meter Option #1 - This option includes the installation of a new meter in the existing vault located on the 12" main. Estimated costs for Option #1 are \$30,000.00.

Meter Option #2 - This Option includes waiting until Union County extends a new main to tie into the 24" water main. This would require a new meter and meter vault, in addition to the existing service. Estimated costs for Option #2 are \$50,000.00.

Meter Option #3 - This Option is the same as Option #2, except the new meter and vault would have to be tied into Union County's existing 12" main. This Option requires a new Bore under US 74 and has an estimated costs of \$100,000.00.

Since Union County has not selected a meter option, and the first payment on the \$3.2 million loan is due in April, 1994, the following payment schedule should be required:

\$3,200,000.00 loan for 20 years @ 5.85% interest requires an April, 1994 annual payment amount of \$275,602.91. Union County will be responsible for 70% of the total costs of the 20" main. The total costs for the 20" water main is \$2,718,223.80. Union County will be responsible for 70% of that amount, or \$1,902,756.66. This will calculate into a loan payment amount for Union County that is equal to \$163,876.65. That leaves Anson County a balance of \$111,726.26 to add to the Union Payment to complete the total \$275,602.91. These numbers are subject to auditors approval and may change for future years.

WATER AGREEMENT BETWEEN ANSON COUNTY, NC AND UNION COUNTY, NC

Anson County / Union County Waterline Extension
 Union County's Portion of Anson County Loan
 365 Day year used throughout

Payment	Date	Rate	Union County's Portion of Anson Co. Payment	Interest	Principal	Balance
	4/23/93	5.850%				1,902,756.66
1	4/23/93		163,876.65	111,311.26	52,565.39	1,850,191.27
2	4/23/94		163,876.65	108,236.19	55,640.46	1,794,550.81
3	4/23/95		163,876.65	104,981.22	58,895.43	1,735,655.38
4	4/23/96		163,876.65	101,535.84	62,340.81	1,673,314.57
5	4/23/97		163,876.65	9,788.90	65,987.75	1,607,326.82
	1/1/99	6.000%		66,847.18	(66,847.18)	1,674,174.00
6	4/23/99	5.850%	164,153.19	30,052.57	134,100.62	1,540,073.38
7	4/23/00		164,153.19	90,094.29	74,058.90	1,466,014.48
8	4/23/01		164,153.19	85,761.85	78,391.34	1,387,623.14
9	4/23/02		164,153.19	81,175.95	82,977.24	1,304,645.90
10	4/23/03		164,153.19	76,321.78	87,831.41	1,216,814.49
11	4/23/04		164,153.19	71,183.65	92,969.54	1,123,844.95
12	4/23/05		164,153.19	65,744.93	98,408.26	1,025,436.69
13	4/23/06		164,153.19	59,988.05	104,165.14	921,271.55
14	4/23/07		164,153.19	53,894.39	110,258.80	811,012.75
15	4/23/08		164,153.19	47,444.25	116,708.94	694,303.81
16	4/23/09		164,153.19	40,616.77	123,536.42	570,767.39
17	4/23/10		164,153.19	33,389.89	130,763.30	440,004.09
18	4/23/11		164,153.19	25,740.24	138,412.95	301,591.14
19	4/23/12		164,153.19	17,643.08	146,510.11	155,081.03
20	4/23/13		164,153.20	9,072.17	155,081.03	0.00

EXHIBIT 1
[FINANCING DOCUMENTS ENTERED INTO BETWEEN SOUTHERN
NATIONAL LEASING CORP. AND ANSON COUNTY]

Contract No. 003-0114190-006

CONTRACT

Lender:

SOUTHERN NATIONAL LEASING CORP.
Post Office Box 31273
Charlotte, NC 28231

County:

ANSON COUNTY
Anson County Courthouse
Wadesboro, NC 27170

CONTACT: Veverly Hicks
(704) 522-6610

CONTACT: Steve Carpenter
(704) 694-2796

INSTALLMENT PURCHASE CONTRACT

1. **Contract** (a) County agrees to borrow from SNLC and SNLC agrees to lend to County the sum of \$3,200,000.00 upon receipt of a duly authorized, written and executed project construction escrow agreement, signed by an authorized officer of SNLC at its principal office, upon the terms and conditions of this Contract (the "Contract"). County represents, covenants and warrants, and as requested by SNLC will deliver an opinion of counsel substantially in the form attached as Exhibit B, to the effect, (i) that it is a fully constituted political subdivision or agency of the State where the Equipment is located as set forth in Section 6 and is authorized by the Constitution and laws of such State and its own internal or administrative procedure to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder, and (ii) that the Contract has been duly authorized, executed and delivered by County and constitutes a legal, valid and binding agreement enforceable in accordance with its terms. County agrees that it will do or cause to be done all things necessary to preserve and keep the Contract in full force and effect. County further represents, covenants and warrants that County has complied with all bidding requirements where necessary and by due notification presented this Contract for approval and adoption as a valid obligation on its part and that County has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year.

(b) County acknowledges that SNLC has agreed to enter into this Contract on the condition that a certain exception from non-deductibility of interest expense under Section 265(b) of the Internal Revenue Code of 1986 and the Regulations thereunder (the "Code") is available. Said exception is subject to certain conditions relating to County's use of the Equipment and to County's issuance of tax-exempt obligations. In that regard, County represents, covenants and warrants that:

(i) The Equipment will not be used directly or indirectly, in a trade or business carried on by any person other than a governmental unit, except for such use as a member of the general public;

(ii) No portion of the Payments as defined in Section 5: (A) will be secured, directly or indirectly, by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property; or (B) will be derived from payments, whether or not to County, in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit;

(iii) No portion of the gross proceeds of the Contract will be used (directly or indirectly) to make or finance loans to persons other than governmental units;

(iv) This Contract and the Payment Schedule(s) attached hereto have been designated as a qualified tax-exempt obligation for the purposes of Section 265(b) of the Code; and

(v) County reasonably anticipates that the amount of qualified tax-exempt obligations to be issued by County (together with qualified tax-exempt obligations issued by an entity deriving its issuing authority from County or by an entity subject to substantial control by County) during the current calendar year shall not exceed \$10,000,000.00.

(c) County acknowledges and agrees that the Payments have been calculated by SNLC assuming that the interest portion of each Payment is exempt from federal income taxation. County represents, covenants and warrants that it will do or refrain from doing all things necessary or appropriate to insure that the interest portion of the Payments is exempt from federal income taxation, including, but not limited to, executing and filing all information statements required by Section 149(e) of the Code and timely paying, to the extent of available funds, amounts required to be rebated to the United States pursuant to Section 148(f) of the Code.

(d) County acknowledges that the representations, covenants, and warranties set forth in Sections 1(b) and 1(c) shall survive the expiration of this Contract and that SNLC may pursue any applicable remedies for the breach of such representations, covenants and warranties at any time.

2. Equipment Delivery and Acceptance. County shall accept

the Equipment when delivered and placed in good repair and working order and hereby authorizes SNLC to add to this Contract the serial number of each item of Equipment so delivered. Any delay in such delivery shall not affect the validity of this Contract. County shall have thirty (30) days from the date of delivery to accept such Equipment and deliver an executed Equipment Acceptance Notice in the form attached hereto as Exhibit D. Notice of any defects must be given to SNLC within thirty (30) days of delivery. In the event the Equipment is not accepted by the County within thirty (30) days from the date of delivery and such acceptance is unreasonably withheld by County, SNLC, at SNLC's option, shall have the right to cancel this Contract.

3. **Warranties.** SNLC IS NOT A MANUFACTURER OR SUPPLIER OF THE EQUIPMENT, AND MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SNLC authorizes County to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. SNLC assumes no responsibility for shipment, delivery, installation or maintenance and all claims of County with respect thereto, whether for delay, damage or otherwise, shall be made against supplier. The obligation of County to pay the Payments as defined in Section 5 below, shall not be abated, impaired or reduced by reason of any claims of the County with respect to Equipment condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

4. **Contract Term.** This Contract shall become effective upon the execution hereof by SNLC. The term of this Contract shall commence on the date the Equipment is accepted pursuant to Section 2 above, and shall end at the expiration of the number of periods indicated in Schedule A of the Payment Schedule(s) (hereinafter the "Contract Term"). The Contract shall be automatically renewed on a year-to-year basis except as provided for in Section 5 and Section 15 below.

5. **Payments.** (a) County agrees to pay total Payments ("Payments") set forth in Schedule A of the Payment Schedule(s), including the interest, equal to the amount specified therein. Said Payments shall be payable without notice or demand at the office of SNLC (or such other place as SNLC may from time to time designate in writing). Any notice, invoicing, purchase orders, quotations or other forms or procedures required by County of SNLC as a condition precedent to payments shall be fully explained and provided to SNLC prior to execution of this Contract. Except as specifically provided in paragraph (c) of this Section, Payments shall be absolute and unconditional in all events and shall not be subject to any set-off, defense or counterclaim.

(b) County reasonably believes that funds can be obtained sufficient to make all Payments during the Contract Term

and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each biannual or annual budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved. It is County's intent to make Payments for the full Contract Term if funds are legally available therefor and in that regard County represents that the use of the Equipment is essential to its proper efficient and economic operation.

(c) In the event no funds or insufficient funds are appropriated or otherwise available by any means whatsoever in any fiscal year for Payments due under this Contract, then the County shall immediately notify SNLC or its assignee of such occurrence and this Contract shall create no further obligation of County as to such fiscal year and shall be null and void, except as to the portions of Payments for which funds shall have been appropriated and budgeted. In such event, this Contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to County of any kind whatsoever. Subsequent to such termination of this Contract, County shall have no continuing obligation to make Payments under this Contract. No right of action or damages shall accrue to the benefit of SNLC, or its assignee, as to this Contract which may so terminate except as specifically provided in the last paragraph of this Section 5. In the event of such termination, County agrees to peaceably surrender possession of the Equipment to SNLC or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by SNLC. SNLC shall have all legal and equitable rights and remedies to take possession of the Equipment.

(d) Notwithstanding the foregoing, County agrees that it will not cancel this Contract under the provisions of Section 5(c) if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment.

6. Location. The Equipment shall be delivered and thereafter based at the location specified in the Payment Schedule(s) and shall not be removed therefrom without SNLC's prior written consent.

7. Use; Repairs. County shall use the Equipment in a careful manner and shall comply with all laws, ordinances and regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. County, at its expense, shall keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

8. Alterations. County shall not make any alterations,

additions or improvements to the Equipment without SNLC's prior written consent unless such alterations, additions or improvements may be removed without damage to the Equipment.

9. **Loss and Damage.** County shall bear the entire risk of loss or damage to all Equipment from any cause whatsoever, and no such loss or damage of the Equipment nor defect therein or unfitness or obsolescence thereof shall relieve County of the obligation to make Payments or any other obligation under this Contract. In the event of damage to any item of Equipment, County shall immediately place the same in good repair. If SNLC determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, County at the option of SNLC shall:

(a) Replace the same with like equipment in good repair;
or

(b) Pay SNLC in cash all of the following: (i) all amounts then owed by County to SNLC under this Contract, and (ii) an amount equal to the Concluding Payment set forth in Schedule A to the Payment Schedule. Upon SNLC's receipt of such payment, County shall be entitled to whatever interest SNLC may have in said item, in its then condition and location, without warranty expressed or implied.

10. **Insurance.** County shall, during the term of this Contract, purchase and maintain insurance, or with SNLC's prior written consent may self-insure, covering specifically all Equipment of every description under this Contract against casualty occurrences, including the perils of FIRE, LIGHTNING, WINDSTORM, HAIL, EXPLOSION, AIRCRAFT, VEHICLES, SMOKE, RIOT, CIVIL COMMOTION, STRIKERS, LOCKED OUT WORKMAN OR THEFT, BURGLARY AND WATER DAMAGE, in an amount equal to the cost of replacement of all Equipment and with a company approved by SNLC and shall carry public liability and property damage insurance sufficient to protect SNLC from liability in all events. The proceeds under this insurance shall be payable to County and SNLC or its assignee as additional insured as their interest may appear under the terms and conditions of this Contract. Upon acceptance of the Equipment and upon each insurance renewal date, County shall deliver to SNLC or its assignee a duly authenticated certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, County shall promptly provide SNLC With written notice thereof and make available to SNLC all information and documentation relating thereto.

11. **Liens and Taxes.** County shall keep the Equipment free and clear of all levies, liens and encumbrances. County shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding, however, all taxes on or measured by SNLC's income. If

County fails to pay said charges and taxes when due, SNLC shall have the right, but shall not be obliged, to pay said charges and taxes. In any event, County shall pay SNLC the amount thereof upon demand whether or not SNLC shall have advanced the funds for County.

12. Indemnity. County shall indemnify SNLC against and hold SNLC harmless from any and all claims, actions, proceedings, expenses, damages or liabilities, arising in connection with the Equipment, including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon. To the extent permitted by law and except as provided in this Contract the County covenants to defend, indemnify and hold harmless the SNLC and its directors and employees (collectively the "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which the Indemnified Party may become subject under any statute or at law or in equity or otherwise solely in connection with the transactions contemplated by this Agreement and shall reimburse the Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions contemplated by this Contract. In particular, the County shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses, damages and costs, including legal fees and expenses, arising out of (1) the use, maintenance, condition or management of, or any work or thing done on the Equipment by the County, (2) any breach or default on the part of the County in the performance of any of its obligations under this Contract, (3) any act or negligence of the County or of any of its elected officials, agents, contractors, servants, employees or licensees with respect to the Equipment, (4) any act or negligence of any assignee or sublessee of the County with respect to the Equipment, (5) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials (as hereinafter defined) on, from, or affecting the Equipment, (6) any personal injury (including wrongful death) or Property damage (real or personal) arising out of or related to such Hazardous Materials, (7) any lawsuit brought or threatened settlement reached or government order relating to such Hazardous Materials or (8) any violation of laws, orders, regulations, requirements or demands of government authorities or any policies or requirements of the County which are based upon or in any way related to such Hazardous Materials. The obligation of the County under this paragraph shall survive any event of default by the County under this Contract and the termination of this Agreement by the County pursuant to the provisions hereof.

13. Hazardous Materials. The County represents and warrants

that, to the best of the County's knowledge, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials and that no Hazardous Materials have ever been installed on the Equipment except as may be described in a required current environmental assessment report as a condition for the funding of this transaction. The County covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Equipment, and the County shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the County or any sublessee, the installation of Hazardous Materials in the Equipment or a release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment. The County shall comply with and ensure compliance by all users and sublessees with all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. In the event that the County receives any notices from any governmental agency or any sublessee with regard to Hazardous Materials on, from or affecting the Equipment, the County shall immediately notify the SNLC. The County shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials, on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to the satisfaction of the SNLC. For purposes of this paragraph, "Hazardous Materials" shall include, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated thereto.

14. **Assignment.** (a) Without SNLC's prior consent, County shall not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Contract or the Equipment or any interest in this Contract or said Equipment, or (ii) lease or lend the Equipment or permit it to be used by anyone other than County or County's employees. SNLC may, without the consent of County, assign its rights, title and interest in and

to this Contract, and all attachments hereto including Payment Schedule(s), to various assignee/investors or their agents or trustees, and/or grant or assign a security interest in this Contract or the Equipment, in whole or in part and its assignee may reassign this Contract. County agrees that this Contract may become a part of a pool of contract obligations at SNLC's option, and SNLC or its assignees may assign or further assign either the entire pool or a fractionalized interest therein. Each such assignee shall have all of the rights of SNLC under this Contract. County shall recognize and acknowledge each such assignment and/or security interest. Subject to the foregoing, this Contract inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.

(b) This Contract and any interest herein may be transferred only through a book entry system as prescribed by Section 149(a) of the Code, as the same may be amended from time to time. During the term of this Contract, County shall keep a complete and accurate record of all assignments and other transfers in form and substance necessary to comply with Section 149(a) of the Code. Upon assignment of SNLC's interest herein, SNLC will cause written notice of such assignment to be sent to County and, upon receipt of such notice of assignment, County shall: (i) acknowledge the same in writing to SNLC; and (ii) record the assignment in County's "book entry system" as that term is defined in Section 149(a) of the Code. No further action will be required by SNLC or by County to evidence the assignment.

15. Prepayment and Early Termination. At the written request of County, delivered thirty (30) days prior to a Date of Payment as shown on Schedule A (Amortization Schedule) to the Payment Schedule(s), SNLC shall convey all of SNLC's right, title and interest in and to the Equipment to County upon payment of the remaining principal balance plus any termination premiums and any principal and interest payment outstanding and due, if County is not on such date in default pursuant to any term of this Contract. The termination premium is 1% of the net principal balance amount remaining at the time of prepayment. Upon satisfaction by County of such purchase conditions, SNLC shall deliver to County a full release of any right, title or interest of SNLC in and to the Equipment.

16. Taxes on and Title to Equipment. In addition to other payments to be made pursuant to this Contract, County shall indemnify and hold SNLC harmless from and against, and shall pay SNLC, as additional payment, on demand, an amount equal to, all license, assessments, taxes, levies, imposts, duties and charges, if any, together with any penalties, fines or interest thereon imposed against or on SNLC, County or the Equipment by any governmental authority upon or with respect to the Equipment or the purchase, ownership, possession, operation, return or sale of, or receipt of payments for, the Equipment, except any Federal or state

income taxes, if any, payable by SNLC. County may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Equipment or any interest therein.

This Contract is intended for security. For purposes of laws governing taxation and conditional sales, title to the Equipment shall be deemed to be transferred hereby to County, subject to immediate and automatic reversion to SNLC upon any default by County or upon failure to appropriate sufficient funds in order to make payments required hereunder, unless SNLC otherwise elects in writing.

To secure all of its obligations hereunder, County grants to SNLC a first and prior security interest in any and all right and interest of County in the Equipment, the Contract and payments due under this Contract, agrees that this Contract may be filed as a financing statement evidencing such security interest, and agrees to execute and deliver all financing statements and other instruments necessary or appropriate to evidence such security interest. County further agrees that the Uniform Commercial Code shall apply as between the parties hereto and assignees of SNLC.

17. Grant of Security Interest and Other Rights. (a) The County hereby grants SNLC a security interest in the pipes, valves, fittings and any other property to be financed with the proceeds made available to the County thereof (for the purposes of this Contract, the "designated waterlines"). The parties agree and intend that, even if all or any part of the Waterlines is installed in or on the ground, all the Waterlines shall be and remain personal property subject to the security interest granted in this Section. This Contract is intended as and constitutes a security agreement pursuant to the North Carolina Uniform Commercial Code with respect to the Waterlines and the security interest therein.

(b) The County may install the Waterlines over or across property as to which the County owns only an easement interest or some other limited interest, such as rights under an encroachment agreement with North Carolina Department of Transportation. The County hereby sells and grants to SNLC (in connection with effecting remedies on default) such licenses or other rights as may be necessary or desirable for SNLC or its agents to enter the real estate that is subject to such easements and other interests to remove, construct, operate, maintain and inspect the Waterlines. The County grants these licenses in connection with the other interests granted under this Contract to SNLC with the intent that such licenses hereby qualify as licenses coupled with an interest so as to be irrevocable.

(c) To the extent permitted by law, the County hereby makes a collateral assignment to SNLC of its rights under such easements and other interests. If any Event of Default shall be

continuing, then to the extent permitted by law, SNLC shall have all the County's rights under the easements and other interests.

18. Events of Default. County shall be deemed to be in default hereunder upon the occurrence of any of the following events:

(a) County shall fail to make any Payment, or to pay any other payments required hereunder, except as specifically allowed by Section 5 hereof; or

(b) County shall fail to comply with any other term, covenant or condition contained herein; or

(c) Any representations, covenant or warranty made by County herein, including, but not limited to, those representations, covenants or warranties made in Sections 1(b) and 1(c) hereof, shall be or become untrue or misleading in any material aspect.

19. Remedies of Default. Upon the occurrence of an event of default as specified in Section 18 of this Contract, which County shall fail to remedy within a period of ten (10) days after such occurrence, SNLC shall have the right, at its option, without any further demand or notice, to pursue any one or more of the following remedies:

(a) By written notice to County, declare an amount equal to all remaining principal Payments due during the Contract Term to be immediately due and payable, whereupon the same shall become immediately due and payable to the extent permitted by State law;

(b) At the sole discretion of SNLC, enter and take possession of the Equipment enforcing the Contract or terminating the Contract, and repossess the Equipment and sell or lease the Equipment for the account of the County, holding County liable for all payments, including any Payments or Concluding Payments then due up to the effective date of such selling or leasing and for the difference in the purchase price, rental and other amounts paid by the purchaser or lessee pursuant to such sale or lease and the amounts payable by County hereunder;

(c) Where the event of default arises because either (i) County has breached its representations, covenants or warranties under Section 1(b) and as a result thereof interest expense attributable to the Contract is not deductible, or (ii) County has breached its representations, covenants or warranties under Section 1(c) and as a result thereof the interest portion of the Payments is subject to federal income taxation; by written notice to County, create a new Schedule A to the affected Payment Schedule(s) using the alternative interest rate(s) as set forth in the Payment

Schedule(s) thereby increasing the remaining Payments or otherwise altering said Schedule A; or

(d) Take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of County under this Contract.

20. **Amendments and Addendums.** This Contract may be amended or any of its terms modified only by written consent of County and SNLC or its assignee.

In the event County desires to buy other equipment, the parties may execute an addendum to this Contract with respect to such other equipment by (i) executing a Payment Schedule for such equipment; (ii) executing an acceptance certificate of the equipment; and (iii) obtaining new opinions and other supporting documentation as required or permitted by the Contract. For purposes of construing subsequent transactions concerning other equipment as an integrated contract, the following shall be considered a single transaction or legal and binding agreement:

(a) The Contract, which provides basic terms and conditions;

(b) An executed Payment Schedule and acceptance certificate; and

(c) Schedules, exhibits, and other attachments to such documents that pertain to the equipment described in the Payment Schedule, and supporting documentation such as, e.g., opinions of counsel and insurance certificates.

21. **Notices.** All notices to be given under this Contract shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. **Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provisions of this Contract.

23. **Governing Law.** This Contract shall be governed by the General Statutes of North Carolina and N.C. G.S. 160A-20. Also, by statute there can be no deficiency judgement filed against a North Carolina municipal authority. The municipal authority is not pledging its taxing power to fulfill the obligation.

24. **Delivery of Related Documents.** County will execute or

provide, as required by SNLC, the following documents and information satisfactory to SNLC:

- (a) Equipment Acceptance Notice;
- (b) Legal Opinion of counsel as described in Section 1 above;
- (c) Statement of County describing the essential functions and uses of the Equipment;
- (d) Documents evidencing title and delivery;
- (e) Maintenance contract regarding Equipment;
- (f) Uniform Commercial Code Financing Statements;
- (g) Certificates of liability and casualty insurance naming SNLC and its assigns as additional insureds;
- (h) Invoicing Instructions; and
- (i) Other documents as reasonably requested by SNLC.

25. Entire Agreement; Waiver. This Contract, together with the Payment Schedule(s) and other attachments hereto, and other documents or instruments executed by County and SNLC in connection herewith; constitute the entire agreement between the parties with respect to the Equipment. Any provisions of the Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract. The waiver by SNLC of any breach by County or any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

26. Special Stipulations. Any amendment to standard language will be set forth in Exhibit A attached hereto ("Special Stipulations").

LENDER: Southern National Leasing Corp.
Post Office Box 31273
Charlotte, North Carolina 28231

CORP. SEAL

By: [Signature]
Title: [Signature]
Date: April 23, 1993

COUNTY: Anson County
Anson County Courthouse
Wadesboro, NC 28170

COUNTY SEAL

By: Steve W. [Signature]
Title: County Manager
Date: 4-23-93

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, Article 3, Chapter 159 of the General Statutes of North Carolina.

This the 23rd day of April, 1993.

Dorothy V. [Signature]
Finance Officer

**CERTIFIED TRUE AND EXACT
COPY OF ORIGINAL**

[Signature]

SOUTHERN REGIONAL LEASING CORP - SC 1000 "A"

SON COUNTY WATERLINE PROJECT 04-21-1993 Pg 1

Compounding period...: Annual

Nominal annual rate...: 5.850 %

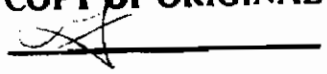
CASH FLOW DATA

Event	Date	Amount	#	Period	End-date
1 Loan	04-23-93	3,200,000.00	1		
2 Payment	04-23-94	275,602.91	20	Annual	04-23-13

AMORTIZATION SCHEDULE - Normal amortization

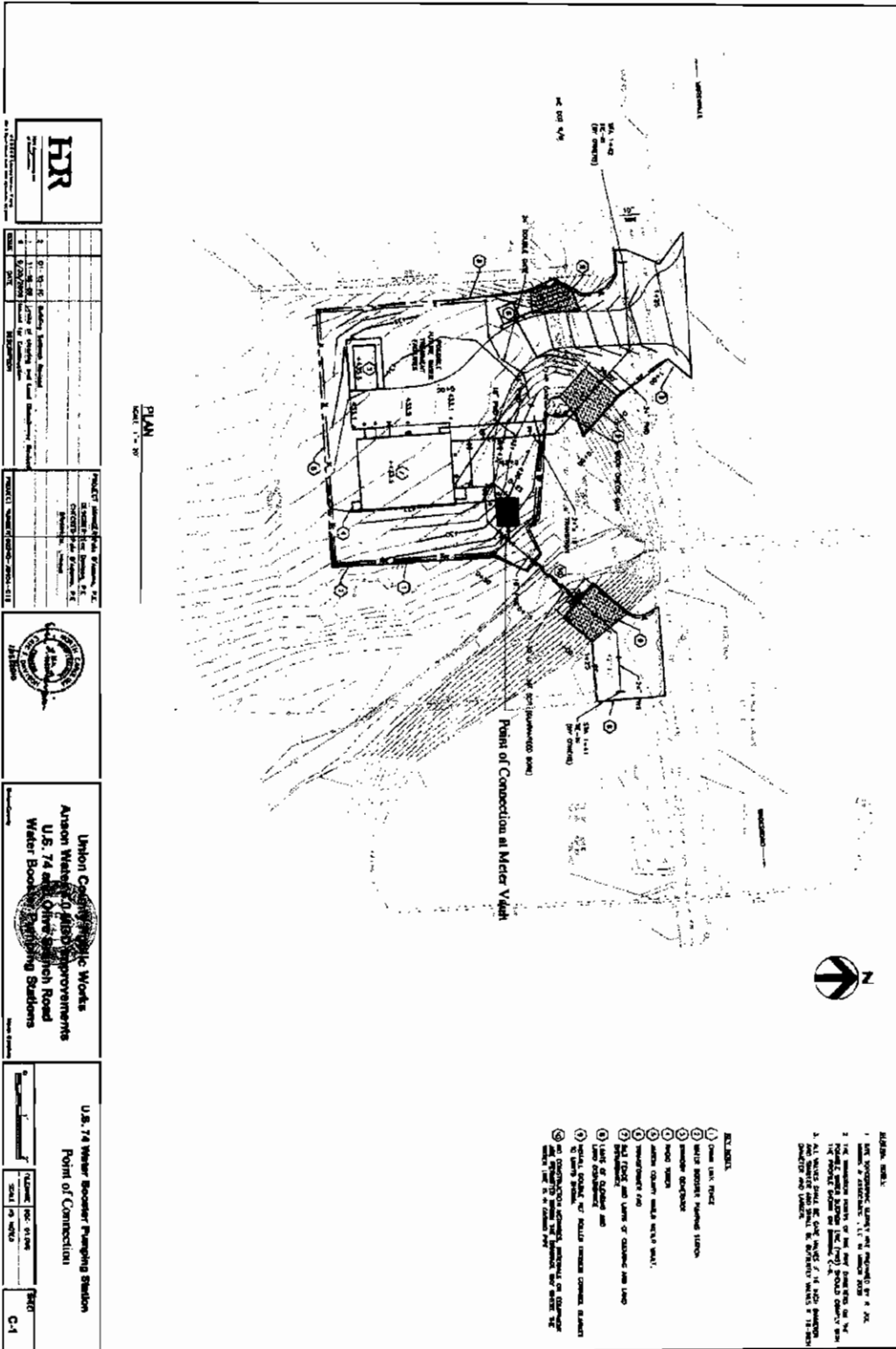
Pmt	Date	Payment	Interest	Principal	Balance
Loan	04-23-1993				3,200,000.00
1	04-23-1994	275,602.91	187,200.00	88,402.91	3,111,597.09
2	04-23-1995	275,602.91	182,028.43	93,574.48	3,018,022.61
3	04-23-1996	275,602.91	176,554.32	99,048.59	2,918,974.02
4	04-23-1997	275,602.91	170,759.98	104,842.93	2,814,131.09
5	04-23-1998	275,602.91	164,626.67	110,976.24	2,703,154.85
6	04-23-1999	275,602.91	158,134.56	117,468.35	2,585,686.50
7	04-23-2000	275,602.91	151,262.66	124,340.25	2,461,346.25
8	04-23-2001	275,602.91	143,988.76	131,614.15	2,329,732.10
9	04-23-2002	275,602.91	136,289.33	139,313.58	2,190,418.52
10	04-23-2003	275,602.91	128,139.48	147,463.43	2,042,955.09
11	04-23-2004	275,602.91	119,512.87	156,090.04	1,886,865.05
12	04-23-2005	275,602.91	110,381.61	165,221.30	1,721,643.75
3	04-23-2006	275,602.91	100,716.16	174,886.75	1,546,757.00
4	04-23-2007	275,602.91	90,485.28	185,117.63	1,361,639.37
15	04-23-2008	275,602.91	79,655.90	195,947.01	1,165,692.36
16	04-23-2009	275,602.91	68,193.00	207,409.91	958,282.45
17	04-23-2010	275,602.91	56,059.52	219,543.39	738,739.06
18	04-23-2011	275,602.91	43,216.24	232,386.67	506,352.39
19	04-23-2012	275,602.91	29,621.61	245,981.30	260,371.09
20	04-23-2013	275,602.91	15,231.82	260,371.09	0.00
Grand totals		5,512,058.20	2,312,058.20	3,200,000.00	

CERTIFIED TRUE AND EXACT COPY OF ORIGINAL



ATTACHMENT 2

POINT OF CONNECTION



ATTACHMENT 3

ENGINEERING FEES TO BE SHARED BY UNION COUNTY

(TO BE PROVIDED BY ANSON COUNTY)

ATTACHMENT 4

WATER PRESSURE REQUIREMENTS

Anson agrees to furnish water to Union County at a reasonably constant normal pressure per the following table.

Flow Rate (Gallons per Minute)	Pressure (Pounds per Square Inch)
2800	100
4200	80

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11-1-10

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

SUBJECT: Discussion of Health Benefits for Commissioners

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

ATTACHMENT(S):

INFORMATION CONTACT:
Alan Baucom

TELEPHONE NUMBERS:

DEPARTMENT'S RECOMMENDED ACTION: Staff defers to Commissioner Baucom for a recommendation. If the Board reaches consensus that a different approach to the structure of the Health Plan should be pursued, staff suggests that the matter be referred back to staff for further review and to draft appropriate changes to the plan for consideration by the Board at a later date.

BACKGROUND: Commissioner Baucom has asked that this item be on the agenda. The specific topic of discussion would be whether the County should continue to provide health insurance coverage for Commissioners. Under the current Health Plan the Board has the authority to make changes such that Commissioners would not be covered by the Plan. The Board could also decide, as an alternative, to allow Commissioners to choose to participate by reimbursing the County for Premiums.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11-1-10

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

SUBJECT: Discussion of Legal and Ethical Concerns

DEPARTMENT: Central Admin **PUBLIC HEARING:** No

ATTACHMENT(S): _____ **INFORMATION CONTACT:**
Alan Baucom

TELEPHONE NUMBERS:
704-753-4264

DEPARTMENT'S RECOMMENDED ACTION: Staff defers to Commissioner Baucom

BACKGROUND: Commissioner Baucom has asked that this item be on the agenda for discussion and consideration. Commissioner Baucom initially raised legal and ethical concerns regarding actions of former and current board members at the meeting of June 21st, and was advised that the discussion at that time was not on the agenda and should be placed on the agenda for July 19th. Commissioner Baucom provided an information package via email to Commission members on July 17th.

FINANCIAL IMPACT: N/A

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 1, 2010

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

SUBJECT: Update on Pending Union County Athletic Council (UCAC) Grant Requests

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

ATTACHMENT(S):
BOCC Agenda for Jan 4, 2010
BOCC Agenda for Feb 15, 2010
BOCC Minutes for Feb 15, 2010

INFORMATION CONTACT:
Bill Whitley, Director

TELEPHONE NUMBERS:
704-843-3919

DEPARTMENT'S RECOMMENDED ACTION: That the BOCC review the previously submitted UCAC Grant Applications that are awaiting funding and provide Staff with guidance on how to proceed.

BACKGROUND: There are three Athletic Associations that have grant application requests that are awaiting funding since they do not abide by the 25-year use agreement required by the UCAC Grant Guidelines. At this time there has been no progress in resolving this matter. (Please see attached BOCC agendas and minutes.)

Staff would request that the Board of County Commissioners reconsider the original requests and determine: (1) Which contingency items recommended by the Parks and Recreation Advisory Committee remain relevant for processing each grant to allow it to move forward for funding, and (2) Determine if it would be in the County's best interest to authorize the appropriate Athletic Association to file a request to the UCPS for their project and accept the amount of time authorized for use of the property for recreation through that formal written agreement (hopefully a minimum of at least three years).

Additionally, the Parks and Recreation Advisory Committee and the Parks and Recreation Staff would request that the BOCC consider approaching the Union County School Board, seeking to create a "School-Use Agreement Committee" that will bring back ideas for both entities to consider for a joint approval. The long term goal would be to make the best use of the tax dollars invested into both the schools and public recreation. If possible, we would ask that this partnership be considered to allow for incorporation with the FY-2011 Grant Guidelines that will be brought to the BOCC in the very near future.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation:



UNION COUNTY PARKS & RECREATION DEPARTMENT CANE CREEK PARK

5213 HARKEY ROAD, WAXHAW, NORTH CAROLINA 28173
PHONE • 704-843-3919 FAX • 704-843-4046
WWW.CO.UNION.NC.US

MEMORANDUM

SSIC: 8100

FROM: BILL WHITLEY, DIRECTOR PARKS AND RECREATION

TO: LYNN WEST, CLERK TO THE BOARD OF COUNTY COMMISSIONERS

DATE: OCTOBER 28, 2010

SUBJ: STATUS OF PENDING FY-2010 PENDING UCAC GRANT APPLICATION REQUESTS

Currently there are three (3) pending FY-2010 Union County Athletic Council (UCAC) Grant Application Requests that have not been processed for a contract and thus, have not been funded. These include grant requests for Porter Ridge Athletic Association, Prospect Athletic and Recreation Association, and Waxhaw Athletic Association. The projects identified in these requests are located on Union County Public School Property. These requests for funding have been delayed awaiting final determination of an appropriate amount of time that the Association should be allowed to use the school property based on the tax dollar investment.

An overview of the UCAC Grant Application process for FY-2010 can be reviewed from the January 4, 2010 BOCC Agenda (Pages 24-26) which has been attached as background material. This material covers the concerns with many of the applications and provides an overview of the grant requests for Prospect Athletic and recreation Association and Waxhaw Athletic Association. The background material for the updated grant request for Porter Ridge Athletic Association can be reviewed in the February 15, 2010 BOCC Agenda (Pages 11-16) and the February 15, 2010 BOCC Meeting Minutes (Pages 17-19).

Once again, at this time, there has not been any formal agreement with UCPS concerning an appropriate amount of time for the use of the property taking into consideration of the amount of County tax dollars invested in the project. Also, at this point, Staff does not have a letter from the Union Public Schools authorizing the project on school property which is required for the project to be developed.

Staff would request that the Board of County Commissioners reconsider the original requests and determine: (1) Which contingency items recommended by the Parks and Recreation Advisory Board remain relevant for processing each grant to allow it to move forward for funding, and (2) Determine if it would be in the best interest to authorize the appropriate Athletic Association to file a request to the UCPS for their project and accept the amount of time authorized for use of the property for recreation through that formal written agreement (hopefully a minimum of at least three years).

Note: In the long term, the Parks and Recreation Advisory Committee and the Parks and Recreation Staff would request that the BOCC consider approaching the Union County School Board, seeking to create a "School-Use Agreement Committee" that will bring back ideas for both entities to consider for a joint approval. The long term goal would be to make the best use of the tax dollars invested into both the schools and public recreation. If possible, we would ask that this be considered to allow for incorporation with the FY-2011 Grant Guidelines that will be brought to the BOCC in the very near future.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 12/14/09

Action Agenda Item No. 11
(Central Admin. use only)

SUBJECT: 2010 U.C.A.C. Grant Recommendations from the Parks and Recreation
Advisory Committee

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

ATTACHMENT(S):
Overview of 2010 UCAC Grant
Requests

INFORMATION CONTACT:
Wanda Smith

Award Recommendation of 2010
UCAC Grants

TELEPHONE NUMBERS:
704-843-3919

DEPARTMENT'S RECOMMENDED ACTION: Award 2010 UCAC Grants as recommended by the Parks and Recreation Advisory Committee (with contingencies as noted), Approve the balance of \$34,362.07 for applications by Associations for ADA projects, and Authorize the County Manager to execute contracts pending review by Legal.

BACKGROUND: Grant Funds in the amount of \$157,500 are available in the Parks and Recreation budget to Athletic Associations for assistance in providing recreation facilities to families in Union County.

Grant Applications have been received and reviewed by staff and by the Parks and Recreation Advisory Committee. Recommendations are available (with contingencies) from the Advisory Committee for consideration by the BOCC. An overview of each application was provided by Staff with comments and contingencies to the Advisory Committee who then endorsed, changed, or added contingencies to be submitted to the BOCC for consideration. The Advisory Committee recommended that all applications be approved with contingencies as noted, with the exception of Porter Ridge Athletic Association. The Advisory Committee asked that this association revisit the items on their application to ensure that all code requirements for restrooms have been met and approved by all applicable county/city departments. That accessible issues (walkways, viewing areas, parking, restrooms, etc.) and safety items are considered and placed on the top of the requested "project elements" for the Grant project.

A total of \$83,755.43 in grant funds are recommended by the Parks and Recreation Advisory Committee. A total of \$39,382.50 in grant funds is recommended to be held in the Parks and Recreation budget for Porter Ridge Athletic Association to resubmit a new application packet no

later than January 15, 2010 for consideration by the Advisory Committee and recommendation to the BOCC. With the award of these amounts, and holding of funds for the Porter Ridge project, a balance of \$34,362.07 is available for ADA projects.

The Advisory Committee felt strongly that each Association should complete an ADA audit of all their facilities and submit an application requesting funding from Parks and Recreation. ADA regulations are available through the Americans with Disabilities Act Guidelines at 1-800-514-0301.

It is important that Parks and Recreation remain on schedule and provide funding to the Athletic Associations in a timely manner so that the Associations can complete their projects in the spring of this coming year.

FINANCIAL IMPACT: Funds are available in the current budget 10-561372-5699 to cover these expenditures.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

AWARD RECOMMENDATION OF 2010 UCAC GRANTS
 (By Parks and Recreation Advisory Committee)

Indian Trail Athletic Association	\$32,641.14 with contingencies
Marshville Recreation Association	\$ -0- (no application)
Piedmont Recreation Association	\$ 9,000.00 with contingencies
Porter Ridge Athletic Association	Resubmit new application no later than 1/15/2010 (Hold \$39,382.50)
Prospect Athletic & Recreation Assoc.	\$ 7,629.31 with contingencies
South Union Athletic Association	\$ 5,390.79 with contingencies
Waxhaw Athletic Association	\$12,115.38 with contingencies
Weddington-Wesley Chapel Ath. Assoc.	\$16,978.81 with contingencies
<u>Wingate Athletic Association</u>	<u>\$ -0- (no application)</u>
TOTAL TO BE AWARDED (with contingencies)	\$83,755.43
<u>Amt. to be held (Porter Ridge)</u>	<u>\$39,382.50</u>
SUB-TOTAL	\$123,137.93
<u>AMOUNT AVAILABLE FOR AWARD</u>	<u>\$157,500.00</u>
REMAINING BALANCE	\$ 34,362.07 *
	=====

*Request Board Approval to allow the remaining \$34,362.07, or any additional unused funds above this amount, to remain in Parks and Recreation budget and be authorized for new ADA projects or improvements/upgrades of existing facilities to meet ADA standards.

Athletic Associations may apply for grant amounts, for this purpose, to be matched at the same % basis as previously approved by the Board of Commissioners. This will require an additional application packet to be completed, with a deadline of forty-five (45) calendar days after approval by the BOCC of the above noted award recommendations from the Parks and Recreation Advisory Committee.

This will allow all Park and Recreation budgeted Grant funds to be properly allocated this fiscal year.

Overview for FY-2010 UCAC Grant Requests

Staff has reviewed seven (7) application requests for the FY-2010 UCAC Grant Cycle. Special considerations were given to associations with incomplete packets due to the "*special dates/time frame*" for this grant time cycle. The Staff would like to provide the following concerns to the Advisory Committee in their consideration for forwarding their recommendation for approval/disapproval to the Board of County Commissioners:

(1) That Americans with Disabilities Act (ADA) Guidelines must be met during the construction of recreational facilities. Associations should call 1-800-514-0301 for information on compliance with ADA Guidelines which are required by law.

(2) That any required building permits, grading permits, etc. be obtained prior to beginning any projects.

(3) That required letters from schools meeting the requirements of the application guidelines be obtained as required. The verbiage reads:

"Capital projects must be on real property owned by the Athletic Association, by a Municipality, or by a School. A Municipality or a School must provide written consent of the full project, and accept responsibility, ownership, and liability for project improvements."

(4) That the certification by the President of the Association for recreational use for 25-years be followed as per the application guidelines be obtained. The verbiage reads:

"I hereby certify that property acquired with Union County Grant assistance will be dedicated in perpetuity to public recreation uses and/or any development will be maintained and managed for public recreation use for a minimum of 25 years." (This certification is signed by the Association's President.)

(5) That required copies of certificate or accord of insurance be obtained as required for attachment with the application packet.

"Each Athletic Association shall maintain general liability insurance in an amount not less than \$300,000 combined single limit for bodily injury and property damage. In the event the project, which is the subject of the grant, involves construction of a building, the Athletic Association shall maintain Builder's Risk insurance for the full replacement value of the structure. Copy of certificates or accord of insurance must be attached to application."

(6) That upon approval of the Grant Request, that updated quotes be obtained by the association for all construction of fences, fields, etc. to ensure that tax dollars are expended with good stewardship requirements. This will allow the best price be obtained by "qualified vendors".



After all grants requests are considered for approval, that any remaining funds be “ear-marked” for athletic associational use for completing ADA Compliance Projects on a “matching percentage dollar” basis. This would require an additional application packet be completed with pictures of the project area(s) to demonstrate/indicate the ADA concern. If approved, the deadline for the application would be 45 calendar days after review/approval by the Board of County Commissioners at a regularly scheduled meeting. This will allow funds to be properly allocated this fiscal year.

“Grants are also available for modifications to comply with ADA (Americans with Disabilities Act) requirements on Park projects which already exist.”

“Each Athletic Association must allow any resident of Union County to participate in any program or use any facility that involves County Grant money without regard to sex, race, religion, color, national origin, or age. The administration of programs, facilities, and land areas shall be the responsibility of the Athletic Association.”



**2010 UCAC Grant Request Updates
For
Porter Ridge Athletic Association**

FY-2010 Grant Request Overview

Name of Project: Hemby Bridge Complex Renovations

Project Narrative: Due to the age of the fields at PRAA's Hemby Bridge athletic complex, many renovations are needed to bring this property to a more presentable and safe condition for the Union County residents to enjoy. It is PRAA's goal that once these renovations are completed the park will be a much more pleasant environment for the Union County residents to enjoy. We propose renovating the parking lot area so it is more defined and safe, renovations of the current concession stand areas that will enable us to offer better service, walkways through the property, resurfacing the batting cage areas, grading and installing a stone drive access road, and renovations to the front ballfield by removing the dangerous infield grass including leveling the field and replacing the old dugouts. We feel these renovations will dramatically improve the overall condition of the complex and make it a more enjoyable, presentable, and safe park for the residents of Union County to enjoy.

Grant Type:

- Acquisition Only Development New Construction
 Renovation Acquisition and Development

Are Safety Items Included in the Grant request? Yes (Explain) No
Explanation:

Site is located on:

- Land owned by Municipality Land owned by Athletic Association
 Land owned by School Other (Explain)

Note:

Certification that property acquired with Union County Grant assistance will be dedicated in perpetuity to public recreation uses and/or any development will be maintained and managed for public recreation use for a minimum of 25 years. (See Questions 2 of Application: Certification by Athletic Association.)

Association's Required Match: \$ 39,382.50

County's Requested Match: \$ 39,382.50

Does the application indicate that the required Association's Matching Funds are available for the requested matching County Funds? Yes No (explain below)

Comments:

Through many years of use, the front baseball field has become unlevel and the grass infield is uneven. PRAA will totally renovate this field by removing the grass and building a retaining wall. This will allow the infield to be leveled and new dirt installed. This will make this field

much easier to maintain for all players who use the field. The existing dugouts show signs of rotten material and roofing. We will remove the bad sections of fencing, replacing with new fencing, and rebuild the dugouts with new framing and new roofing materials. PRAA also proposes installing walkways throughout the property to make it easier for people to walk from the parking lots to various field locations. At various times, parking is chaotic at the complex because the areas are not well defined. We will be constructing a more defined entrance that will help navigate the parking and visitors to the complex.

Is the Association indicating an overmatch of funds? Yes No

Staff Comments / Recommendation:

Staff has made a review of the application request. This request is on school property. There are monies sought in the request for walkways on the property, and the President of the Association indicated that it would be 956 linear feet of walk path. A site review indicated that this project may be in need of ADA Compliance issues (walkways to all fields, toilets, parking, picnic tables, concessions, and ball field viewing areas.) Areas on the "Harris Teeter Field" have areas that are unlevel and needs rework. The renovation of the concession stand is slated to remove the restrooms to make it larger.

Concerns: The making of the walkways ADA compliant is noteworthy and needs to be addressed for access to all fields and amenities. This item should receive "priority funding". The removal of the bathrooms from the concession stand may not be allowed by code requirements and sanitation needs. Our understanding is that Porta-Jons are for temporary use only. The letter from the school does not meet the requirements of the application (responsibility/liability). There is a concern on the limit of the agreement that has been made with the school by the association.

Recommendation:

Staff recommends that funding for the Renovation to Hembry Bridge Complex Renovations be considered with the following contingencies:

(1) That the association revisit the items on the application to ensure that all code requirements for rest rooms, accessibility issues (walkways, viewing areas, parking, restrooms, etc.), and safety items are considered and placed on the top of the requested "project elements" for the Grant project.

(2) All other items be placed on the "Cost Estimates and Project Elements" form in descending order of priority until reaching the maximum requested county match/association match obligations (\$39,382.50 was requested).

(3) That a letter meeting all requirements of the application be obtained from the principle of Hembry Bridge Elementary School.

(4) With approval from the BOCC of the above contingencies, that the association be required to resubmit a new application packet no later than January 15,2010 for reconsideration by the Advisory Committee. The Advisory Committee will at that point review the packet for completeness and resubmit to the BOCC for their final approval. (Process should allow funds to be allocated by Feb.15,2009 with a contract issued for execution at that time.)

Note: Call 1-800-514-0301 for information on compliance with ADA Guidelines.

Advisory Committee's Comments / Recommendation:

The Parks and Recreation Advisory Committee reviewed this packet and asked that the first recommendation be changed to read as follows:

(1) That the association revisit the items on the application to ensure that all code requirements for rest rooms have been met and approved by all applicable county departments. That accessibility issues (walkways, viewing areas, parking, restrooms, etc.) and safety items are considered and placed on the top of the requested "project elements" for the Grant projects.

Nick Peth made a motion to recommend approval and send the grant to the BOCC with all listed contingencies.

Andy Williams seconded the motion.

The motion passed unanimously.

2010 UCAC Grant Request Updates
For
Prospect Athletic & Recreation Association

FY-2010 Grant Request Overview

Name of Project: Continuation of Field #5 Project (Phase 3) and Facility Improvement Project.

Project Narrative: Project A consists of adding one infield light pole and lights along with adding lights to an already existing pole for illumination of Field #5 infield only. This is to include materials and installation by a qualified contractor.

Project B consists of purchasing four dugout benches. Two will be for the new Field #5 and two for Field #1 for replacement of old wood planks on blocks. It will also include purchasing equipment to include line markers, field rakes, and picnic tables for the grounds.

Project C consists of the purchase of safety equipment for players to include catcher chest protectors, shin guards, face mask helmets (one set for each team, approx 16 of each), and batter's helmets (one for each team). It also requests two L-screens to be used in already existing batting cages for protection of pitchers from hit balls.

Grant Type:

- Acquisition Only Development New Construction
 Renovation Acquisition and Development

Are Safety Items Included in the Grant request? Yes (Explain) No

Explanation:

Site is located on:

- Land owned by Municipality Land owned by Athletic Association
 Land owned by School Other (Explain)

Note:

Certification that property acquired with Union County Grant assistance will be dedicated in perpetuity to public recreation uses and/or any development will be maintained and managed for public recreation use for a minimum of 25 years. *(See Questions 2 of Application: Certification by Athletic Association.)*

Association's Required Match: \$ 3,051.72

County's Requested Match: \$ 7,629.31

Does the application indicate that the required Association's Matching Funds are available for the requested matching County Funds? Yes No (explain below)

Comment:

Is the Association indicating an overmatch of funds? Yes No

Staff Comments / Recommendation:

Staff reviewed the Cost Estimates and Project Elements Sheet provided. The items marked field rakes and line markers are not allowed for purchase according to the guidelines. The picnic table shown is not "wheelchair accessible". This project is on school property.

Staff recommendation:

(1) Field Rakes and Line Markers be removed from grant items authorized for purchase. These are not considered capital purchase items and show a total cost of \$1,074.87.

(2) That picnic tables be authorized for purchase as long as they meet ADA Guidelines for accessibility and are stated as such in the product's specifications.

(3) That the total project request of up to \$10,681.03 be authorized to assist in covering any increases in purchasing of "Accessible Picnic Tables" and to ensure that an accessible trail is developed to get to the "required number" of picnic tables on the facility as per ADA Guidelines.

(4) That President of Organization must have application notarized as required.

(5) That a proper letter from the school meeting the requirements of the application be provided to staff to file with the original grant packet.

(6) That a copy of the certificate or accord of insurance be obtained as required for attached with the original application.

Special Note: Call 1-800-514-0301 for information on compliance with ADA Guidelines.

Advisory Committee's Comments / Recommendation:

The Parks and Recreation Advisory Committee reviewed the staff comments and discussed the grant request with all of the contingencies listed above.

Kelley Blalock made a motion to approve the grant as written based on all contingencies.

Lyncoya Simpson seconded the motion.

The motion passed unanimously.

**2010 UCAC Grant Request Updates
For
Waxhaw**

FY-2010 Grant Request Overview

Name of Project: Field Renovation at Kensington Elementary

Project Narrative: The Waxhaw Athletic Association (WAA) proposes to renovate a section of Kensington Elementary School property, thereby creating three athletic fields. This piece of school property is located next to Waxhaw's new Harvey Clay Nesbit Memorial Park where the WAA plays most soccer games and will play baseball and softball games starting in Spring 2010. The proposed fields will round out the current complement of athletic fields located at the park and will include a much needed U12 and older size soccer field and two t-ball fields.

Grant Type:

- Acquisition Only Development New Construction
 Renovation Acquisition and Development

Are Safety Items Included in the Grant request? Yes (Explain) No
Explanation:

Site is located on:

- Land owned by Municipality Land owned by Athletic Association
 Land owned by School Other (Explain)

Note:

Certification that property acquired with Union County Grant assistance will be dedicated in perpetuity to public recreation uses and/or any development will be maintained and managed for public recreation use for a minimum of 25 years. *(See Questions 2 of Application: Certification by Athletic Association.)*

Association's Required Match: \$ 8,991.62

County's Requested Match: \$ 12,115.38

Does the application indicate that the required Association's Matching Funds are available for the requested matching County Funds? Yes No (explain below)

Comment:

Is the Association indicating an overmatch of funds? Yes No

Staff Comments / Recommendation:

This request is being placed on school property and we are unsure of the School-Use agreements at this point (commitment of use time-frame). Also, we believe it would be in the best interest of the County to ensure that the installation of any fields include any required infrastructure code requirements be met at the time of building the fields. These may include ADA requirements, restroom requirements, etc.

Staff Recommendation:

To approve this grant request upon meeting the following contingencies:

- (1) That the property receives a 25-year agreement for use.
- (2) That the President's signature on the application be "sealed" as required.
- (3) That an approved copy of certificate or accord of insurance be obtained for attachment with the application.
- (4) That any required permits (grading, construction, etc.) be obtained for the construction of the fields and any code required infrastructure be met.
- (5) That ADA Guidelines be met as part of the project.

Note: Call 1-800-514-0301 for information on compliance with ADA Guidelines.

Advisory Committee's Comments / Recommendation:

The Parks and Recreation Advisory Committee reviewed the Staff comments and discussed the grant request with all of the contingencies listed above.

Nick Peth made a motion to approve the grant as written based on all contingencies.

Kelley Blalock seconded the motion.

The motion passed unanimously.

JAN. 4, 2010

Monday, November 1 - Regular Meeting
Wednesday, November 10 - Work Session
Monday, November 15 - Regular Meeting

December:

Monday, December 6 - Regular Meeting
Wednesday, December 8 - Work Session
Monday, December 20 - *For informational purposes, no meeting will be held on Monday, December 20*

The regular meeting schedule in effect prior to 2010 will resume in 2011, unless further modified by the Union County Board of Commissioners.

Adopted this the 4th day of January, 2010.

*** 2010 Union County Athletic Council (UCAC) Grant Recommendations from the Parks and Recreation Advisory Committee:**

Al Greene, County Manager, explained that the current year's budget for Parks and Recreation contains \$157,500 for athletic association grants to provide and improve the recreational facilities that the athletic associations operate. He said that grant applications have been solicited, received, and reviewed, and recommendations have been made by the Parks and Recreation Advisory Committee to award all grants with contingencies as submitted with the current exception of the Porter Ridge Athletic Association application. He stated that the Parks and Recreation Advisory Committee has some technical questions and has asked that Porter Ridge address those technical issues and bring its application back to the Parks and Recreation Advisory Committee, which he thought would probably occur this month.

Mr. Greene stated that the recommendation from the Parks and Recreation Advisory Committee is that the grants be approved in the amounts requested provided that all contingencies as stipulated by the Parks and Recreation Advisory Committee are adhered to. He explained that the recommended action would be to award the 2010 athletic association grants with the exception of Porter Ridge Athletic Association as recommended by the Parks and Recreation Advisory Committee with contingencies as noted and to authorize the County Manager to approve agreements with the athletic associations pending legal review. Mr. Greene said if the

Board was to agree with those recommendations, it would leave the amount that Porter Ridge Athletic Association had requested to be set aside for future consideration and would also leave an additional amount of \$34,362.07 in the line item.

He further said that the Parks and Recreation Advisory Committee has requested that it be allowed to go through another round of grant applications with the athletic associations targeted toward Americans with Disabilities Act compliance (ADA) at all facilities. He stated that they have asked all of the athletic associations to undertake an ADA compliance audit at all facilities. He said they would like to use the remaining \$34,362 to make recommendations to the Board regarding additional grants for ADA compliance projects later this spring.

Commissioner Baucom said that he was disappointed in that he had assumed all of the parks were ADA compliant. He stated his disappointment is that the County is now setting aside some monies that are left over monies to bring parks into ADA compliance when audits are conducted. He said that seems like it is not quite right.

Mr. Greene said that the Parks and Recreation Advisory Committee now reviews the grant applications for ADA compliance.

In response to a question from Commissioner Baucom regarding the current level of compliance of the athletic association facilities, Wanda Smith, Parks and Recreation Director, stated that a number of the facilities being funded through athletic association grants are on school properties, and the athletic fields are not ADA compliant. She said that some of the fields such as South Union have made very good efforts in trying to make their fields compliant. She stated that there are a number of the older facilities that were built before the grant program began, and many of the associations are working to bring those facilities up to code. She said that the ADA for outdoor recreation has not been in place as long as ADA for building compliance. She explained that the ADA for recreation facilities became effective several years ago.

Vice Chairwoman Kuehler said that she has heard from some of the athletic associations that as part of the eligibility requirements for the grant funding, they have to complete a full audit within the year in which the grant money is to be spent. She asked if this was correct. Mrs. Smith deferred to Kai Nelson, Finance Director, for response to this question.

Mr. Nelson stated that he thought the current contracts with all the athletic associations require an audit that is conducted pursuant to single audit requirements. He said that is a compliance level that is much higher than simply a financial statement audit. He explained that because it is a higher compliance level, it also means the cost of having a single audit conducted is more expensive. Mr. Nelson said that the County's Finance Office does not receive the audits of the athletic associations. He stated that while this

requirement is in the contract, currently there is no mechanism to require submission or follow-up unless it is occurring within the Parks and Recreation Department.

Vice Chairwoman Kuehler said that the reason she had mentioned this issue is that this year there is concern that the grants are less substantial, and in some circumstances, the audit would cost as much or more than the grant. She stated the concern is whether there would be any leeway or any revision to the policy when it is this year's type of amount versus what the associations normally receive.

Mr. Crook said that these contracts go back many years, and he thought the contract uses the same audit requirements that have been used all along. He stated that this is a question that he and Mr. Nelson would need to look at. He said that he thought they have relied on the Finance staff to help identify the level of audit, and this might be something they could consider if contracts are prepared this year to determine if this requirement could be relaxed.

Vice Chairwoman Kuehler said that she would be comfortable approving the staff's recommendation but would also want to make sure that the audit requirement was being reviewed. Mr. Greene said that it would take a little time to develop the agreements with the associations so this should give staff time to look at the audit issue and come back to the Board.

Chairwoman Rogers asked if the Vice Chairwoman wanted her suggestion in the form of an amendment to the motion. Vice Chairwoman Kuehler said that she would like it added to the motion. [No motion had been offered at this time.]

Commissioner Mills said it was good that it had been brought up that some of the school athletic fields are not ADA compliant. He asked Chairwoman Rogers, as school liaison, if this was a matter she might want to discuss with the schools. Chairwoman Rogers asked Mrs. Smith whether she had spoken with Dr. Mike Webb with the schools about this issue.

Mrs. Smith responded that Dr. Webb had attended the Parks and Recreation Advisory Committee's November meeting, and there are some issues that Parks and Recreation would like to bring to the Board of Commissioners at a future meeting concerning contracts and lengths of contracts that athletic associations need to have in place in order to meet the grant requirements. She explained that the grant requirements call for a 25-year agreement with the schools for use of the properties for which County funds are going to develop or enhance in any way.

Chairwoman Rogers asked Mrs. Smith if she were comfortable that Dr. Webb is aware of the need for ADA compliance with some of the properties or should she as the school liaison have discussions with School Board Chairman Arp. Mrs. Smith said that they had discussed this briefly at the Parks and Recreation Advisory Committee's meeting, but she thought it would be good if Chairwoman Rogers discussed it with Chairman Arp.

Commissioner Openshaw said that he was present at the Parks and Recreation Advisory Committee's November meeting, and had since that time had a conversation with Dr. Webb. He said that what is being talked about are public/private partnerships essentially, and he proposed establishing a committee to consist of a member of the school board, a member of the Parks and Recreation, and a member of the Board of Commissioners to meet and to try and resolve this matter. Chairwoman Rogers suggested that a representative from the athletic associations also serve on that committee. Commissioner Openshaw said he would be glad to volunteer to represent the Board of Commissioners on the committee.

He stated that Dr. Webb had said that he could not recommend 25-year leases from the schools. Commissioner Openshaw said that from his perspective, some middle ground needed to be found. He stated that Dr. Webb also understood the County's position of wanting to extend the leases beyond three years.

Chairwoman Rogers asked if Commissioner Openshaw was making a motion to refer this matter to committee. She said that currently there is no motion on the table.

Commissioner Openshaw moved to establish a committee with representatives from the four elements of the school board, the athletic associations, Parks and Recreation, and the Board of Commissioners in order to be more proactive on the issue of length of lease agreements with the County school system.

Chairwoman Rogers questioned if Commissioner Openshaw's intent was not to move forward with awarding the grants. Commissioner Openshaw responded it was not, but he thought this was an opportunity to facilitate the process.

Commissioner Baucom asked what the desired outcome of the committee would be. Commissioner Openshaw responded that it would be to be able to have the athletic associations use and improve school facilities so that the schools will have a better product for their elementary students; the athletic associations would have access to fields and could invest in those fields; and in off hours, the public would have facilities they could use. He said that the committee would be bringing its recommendation to the Board of

Commissioners. He explained that the athletic associations would be making a significant investment in the fields so that is why they want a longer term commitment on their dollars.

Following the discussion, the motion passed unanimously.

Commissioner Openshaw said that there would need to be a designation by the Board of Commissioners for a member to serve on that committee. It was noted that he had volunteered to serve on the committee.

Commissioner Baucom moved to award 2010 UCAC grants as recommended by the Parks and Recreation Advisory Committee with contingencies with the exception of Porter Ridge Athletic Association (\$39,382.50 – resubmit new application no later than 1/15/2010) and authorize the County Manager to approve agreements with the athletic associations pending legal review. The motion further included approval of the remaining balance of budgeted funds for athletic grants for applications by the athletic associations for ADA projects with final approval coming back to the Board later in the fiscal year.

The award recommendations are set out below with contingencies:

- | | | |
|-----|-----------------------------------|--|
| (1) | Indian Trail Athletic Association | \$ 32,641.14 |
| | a) | That all three quotes for the power rake be updated when a contract with the county is executed, and that the vendor with the equipment that meets the required specifications and the best price for the equipment be selected as the final vendor. The association will have these quotes reviewed by P & R Staff prior to purchase. |
| | b) | That the association ensures that the final playground accepted for purchase must meet ADA Guidelines upon installation. (This should be included on the association's signed agreement to the vendor for installation.) |
| | c) | That any new development or upgrades meet ADA Guidelines to achieve compliance with the law. |
| 2) | Piedmont Recreation Association | \$ 9,000.00 |
| | a) | To ensure a proper life of the lawn mower, the Association shall develop a plan to determine areas that must be mowed for the safety of individuals using the Park and use this mower to service only those areas. Other areas |

will be mowed by other equipment or be left un-mowed to save funds and reduce funding shortages. This lawn mower will not be used to drag fields, aerate fields, or as a means of transportation.

- b) If possible, to extend the life of the equipment, assign the use of this mower to a team, consisting of a maximum of 4 people, that is trained on the proper use and required maintenance of the equipment. One of these people should serve as the primary custodian to maintain service records. This would include a "pre-use check list" of the equipment to ensure it is properly serviced.
- c) Ensure that an annual amount of \$500 (minimum) be budgeted by the Association each January 1st for the next five years for the proper maintenance of the equipment. (Oil, oil filters, grease, blades, tires, etc.). The warranty will cover parts and labor for two years for repairs that are not customer related. Only normal maintenance materials should be required to properly maintain the equipment during this period.
- d) That the FY-2011 UCAC Grant dollars that the Association would be eligible for be reduced by the actual dollar amount above the FY-2010 eligible amount (\$6,798.69).
- e) That the Association not be eligible for a variance of the guidelines for a 5-year period (until the 2015 UCAC Grant Cycle). (To Staff's knowledge, this is the first variance that this Association has requested.)
- f) That the following required items be obtained for the application packet: a) Copy of certificate of accord of insurance.

3) Prospect Athletic & Recreation Association \$ 7,629.31

- a) Field Rakes and Line Markers be removed from grant items authorized for purchase. These are not considered capital purchase items and show a total cost of \$1,074.87.
- b) That picnic tables be authorized for purchase as long as they meet ADA Guidelines for accessibility and are stated as such in the product's specifications.
- c) That the total project request of up to \$10,681.03 be authorized to assist in covering any increases in purchasing of "Accessible Picnic Tables" and to ensure that an accessible trail is developed to get to the "required number" of picnic tables on the facility as per ADA Guidelines.
- d) That President of Organization must have application notarized as required.
- e) That a proper letter from the school, meeting the requirements of the application be provided to staff to file with the original grant packet.
- f) That a copy of the certificate of accord of insurance be obtained as required for attachment with the original application.

- 4) South Union Athletic Association \$ 5,390.79
 - a) That required construction permits be obtained for construction of the new entrance.
 - b) That the new construction meets ADA Guidelines.
 - c) That the signature on the application be properly “sealed”.

- 5) Waxhaw Athletic Association \$ 12,115.38
 - a) That the property receives a 25-year agreement for use.
 - b) That the President’s signature on the application be “sealed” as required.
 - c) That an approved copy of the certificate of accord of insurance be obtained for attachment with the application.
 - d) That any required permits (grading, construction, etc.) be obtained for the construction of the fields and any code required infrastructure be met.
 - e) That ADA Guidelines be met as part of the project.

- 6) Weddington-Wesley Chapel Athletic Association \$ 16,978.81
 - a) That any infrastructure updates, to include fields and spectator areas, meet ADA Guidelines.
 - b) That a copy of the certificate of accord be obtained for attachment with the original application packet.
 - c) That any permits that are required for construction, grading, etc. be obtained prior to beginning the project.
 - d) That the Association provides a current or updated copy of the 25-year lease with Weddington Optimist Club prior to executing a signed contract. This was a contingency item for the BOCC’s approval of WCWAA’s FY -2009 Grant Request

[Marshville Recreation Association and Wingate Athletic Association did not submit applications.]

Vice Chairwoman Kuehler offered an amendment to the motion to include a review of the audit requirements given the amounts of the grants being allocated this year. Commissioner Baucom asked if the approval of the grants were contingent on review of the audit requirements. Vice Chairwoman responded that it did not, but as part of the process that it be considered to relax those requirements. Commissioner Baucom suggested that this be a separate motion.

Commissioner Mills asked if Commissioner Baucom's motion included approval of the balance of \$34,362.07 for applications by the athletic associations for ADA projects later in the fiscal year. Commissioner Baucom agreed that this approval was included in his motion.

Commissioner Openshaw stated, in response to an earlier comment by Commissioner Baucom, that a number of the facilities were older and were not required to be ADA compliant at the time of their construction, (i.e. bathrooms). He pointed out that the Optimist Park began a Challenger Program a year or so ago and one of the projects that they applied for was to make their dugouts wheelchair accessible.

Following the discussion, the motion passed unanimously.

Vice Chairwoman Kuehler moved to direct staff to look at the full audit requirements for the grant awards given that the amounts of this year's appropriations are less substantial, and the audits could cost more than the amounts being received by the Associations. The motion was passed unanimously.

Application for Environmental Protection Agency (EPA) Grant for Up to \$1,961,300 for the Union County East-Side Wastewater Collection System Improvements Project:

Matthew Delk, Assistant County Manager, explained that in 2001 and again in 2002, Union County was a recipient of two federal earmarks totaling approximately \$1.9 million for utility improvements. He said that based on federal regulations, in both appropriations, Union County government could use these funds for a water, wastewater, or storm water project(s). He stated that federal utility earmarks to local governments are typically administered by the Environmental Protection Agency through the State and Tribal Assistance Grants (STAG) process. He said that in addition to compliance with federal requirements, the EPA also requires an application process for the funds with a requirement for a 45 percent match for the project(s).

Mr. Delk stated that in 2003, Union County submitted an application for both appropriations in the full amount of funds for nine water and sewer projects. He said that at the time of the 2003 applications, those projects were already underway. He stated in 2009, the EPA submitted paperwork to County staff to accept those funds; however, after review, the County staff determined that Union County could not legally accept the funds, because it could not certify that the federal procurement requirements had been met. He explained that the completed projects included in the applications had been constructed in accordance with state and local

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 2/15/10

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

SUBJECT: 2010 UCAC Grant Recommendation for Porter Ridge Athletic Association
from Parks and Recreation Advisory Committee

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

ATTACHMENT(S):
Porter Ridge resubmitted application
summary

INFORMATION CONTACT:
Wanda Smith

TELEPHONE NUMBERS:
704-843-4367

DEPARTMENT'S RECOMMENDED ACTION: Award 2010 UCAC Grant to Porter Ridge Athletic Association (with contingencies as noted) in the amount of \$34,306 (which includes 5% contingency) as recommended by the Parks and Recreation Advisory Committee; Approve remaining balance available from Porter Ridge funds (\$5,076.50) to be added to the BOCC approved amount of \$34,362.07 to ADA projects for a total ADA Funding of \$39,438.57; authorize the county manager to execute contract pending Legal review.

BACKGROUND: At the 12/14/09 meeting of the BOCC, the Porter Ridge Athletic Association Application was pulled from the remaining applications/projects that were approved for funding by the BOCC in order that Porter Ridge could revisit the items in their application. They were requested to make sure that all code requirements for restrooms had been met and approved by all applicable county/city departments. After checking with Environmental Health and Building Inspections they found the restrooms must remain since it is the only one available. Porter Ridge will work on upgrading the concession/restroom facility with internal funds and labor at a separate time from this project.

Porter Ridge was also asked to check for other accessible issues (walkways, viewing areas, parking, etc.) and safety items should be considered and placed on the top of the requested "project elements" for the Grant Project. Porter Ridge Athletic Association is allotted a maximum of \$39,382.50, based on their membership numbers. The resubmitted application from Porter Ridge is in the amount of \$34,306 (which includes 5% contingency) and addresses many of the concerns from the original application. A copy of the resubmitted application narrative with comments and contingencies recommended from the Parks and Recreation Advisory Committee is included for BOCC review. The Parks and Recreation Advisory

Committee recommends approval of the Porter Ridge Application for 2010 UCAC Grant Funding with contingencies as noted.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

2010 UCAC Grant Request Updates
For
Porter Ridge Athletic Associtaion

FY-2010 Grant Request Overview (Resubmittal)

Name of Project: Hemby Bridge Complex Renovations

Project Narrative: (Resubmitted Project)

Due to the age of the fields at PRAA's Hemby Bridge athletic complex many renovations are needed to bring the property to a more presentable and safe condition for the Union County residents to enjoy. It is PRAA's goal that once these renovations are completed, the park will be a more pleasant environment for the Union County residents to enjoy. Currently vehicles are parking in playground areas where children are playing. We propose to define the parking lot area so that the parking lot is more defined with brick columns to properly designate the parking area and general grounds area thereby making the area safer for visitors and children on the playgrounds, paving an additional area that is now gravel, striping the parking area , installing handicap designated parking areas with handicap parking signs , installing paved pathway from parking area to each athletic field with new paved viewing area at each field, grading and installing stone drive access road, and renovations to the front ballfield by removing the dangerous infield grass, leveling the field and replacing the old dugouts. We feel these renovations will dramatically improve the overall condition of the complex and make it more enjoyable, more presentable, and a safer park for the residents of Union County to enjoy. In addition, the parking area and walkways will be installed according to ADA Design Guidelines.

Grant Type:

- Acquisition Only Development New Construction
 Renovation Acquisition and Development

Are Safety Items Included in the Grant request? Yes (Explain) No

Explanation:

At various times, parking is chaotic at the complex because the areas are not well defined. Currently vehicles are parking in the playground areas where children are playing. We propose to define the parking lot area so the parking lot is more defined with brick columns to properly designate the parking area and general grounds area and making the area safer for visitors and children on the playgrounds. We will be constructing a more defined parking area with brick columns to better define the parking area and the general grounds area. There will be additional asphalt installed where presently there is uneven gravel surfaces left over from where classroom trailers were removed. The new parking area will have striped parking spaces with appropriately marked handicap parking. We will be installing a paved path access to each field with a paved viewing area at each field location. The additional parking and paths to each field will be installed according to ADA Guidelines. Through many years of use the front baseball field has become unlevel and the grass infield is uneven. PRAA will totally renovate this field by removing the grass and build a retaining wall. This will allow the infield to be leveled and new dirt installed. This will make this field easier to maintain for all players who use this field. The existing dugouts show signs of rotten material and roofing. We will remove the bad sections of fencing, replacing with new fencing, and rebuild the dugouts with new framing and new roofing materials.

Site is located on:

- Land owned by Municipality
 Land owned by School

- Land owned by Athletic Association
 Other (Explain)

Note:

Certification that property acquired with Union County Grant assistance will be dedicated in perpetuity to public recreation uses and/or any development will be maintained and managed for public recreation use for a minimum of 25 years. (See Questions 2 of Application: Certification by Athletic Association.)

Association's Required Match: \$ 32,672.50

County's Requested Match: \$ 32,672.50

(This project sub-total \$65,345 plus 5% contingency of \$3,267 = \$68,612)

Does the application indicate that the required Association's Matching Funds are available for the requested matching County Funds? Yes No (explain below)

Comments:

Is the Association indicating an overmatch of funds? Yes No

Staff Comments / Recommendation:

Comments:

Staff has made a review of the "draft" application request. The complete request will be available to the Advisory Committee Meeting scheduled for January 20, 2010. This project will be located on school property. Due to the short time frame, this project has not been reviewed by the UCPS Board for their approval for the project to be constructed on school property. A letter is being drafted for this to happen and should be part of the final packet. As noted, UCPS Board may only agree to a 3-year use agreement.

Staff believes that all project elements are well documented and will greatly improve the site. Since this project consists of "construction only", and the request does not fully use all their allocated funding (\$39,382.50), staff believes that the association should add some contingency dollars for the "unforeseen items". This is common and the County is allowed normally 5% of the construction dollars for contingency in the PARTF Grants they receive. Use of contingency dollars, if used, must be used to support the project elements that are identified. (Examples include: Increase in paving costs due to oil increases, additional signage for walk paths, rock problems, etc.) A "DRAFT SITE PLAN" is attached to provide a clear overview of the project.

Staff Recommendation:

Staff recommends that funding for the Renovation to Hembry Bridge Complex be considered with the following contingencies:

- (1) That funding include a maximum of 5% contingency and not exceed their allocated UCAC Grant Funding. Note: Contingency dollars can only be used to support the project elements listed on the Cost Estimates and Project Elements Form.
- (2) That all projects meet ADA Guidelines. Call 1-800-514-0301 for information on ADA Compliance.
- (3) That proper documentation be received from the UCPS Board that the project can be completed on school property.
- (4) That any required permits (building, grading, etc.) be obtained prior to starting the project.
- (5) That PRAA complete an ADA Audit of all facilities used for other areas that need attention for possible future funding.

Advisory Committee's Comments / Recommendation:

Recommend approval in accordance with Staff recommendations listed above to include allowance for a 5% contingency. New Cost Estimates included in updated application request received at tonight's Advisory Committee meeting allow for the contingency:

Project subtotal:	\$ 65,345.00
5% Contingency:	\$ 3,267.00
Project Total Estimate:	\$ 68,612.00
County Share:	\$ 34,306.00
Association Share:	\$ 34,306.00

Hemby Bridge Elementary School
Site Plan Showing Project Areas



February 15, 2010

- Financial Leaders Coalition going on now through mid April on Monday and Tuesday nights and Saturday afternoons; and b) Department of Social Services.
2. The Rocky River Rural Planning Organization is seeking comments on the Union County Comprehensive Transportation Plan from February 22, 2010, through March 23, 2010. There will be two public open houses on March 4, 2010: 1) at Lanes Creek Volunteer Fire Department from 12:00 noon until 2:00 p.m.; and 2) at the Marshville Community Building from 3:30 p.m. to 5:30 p.m. Citizens can review the plan at www.rockyriveripo.org or for more information, they can contact Rueben Crummy with NCDOT at 919-715-5737.

***2010 UCAC Grant Recommendation for Porter Ridge Athletic Association:**

Chairwoman Rogers recognized Al Greene, County Manager, to explain this item.

Mr. Greene stated that several months ago, all other athletic association grant recommendations were presented to the Board and were approved. He said at that time, it was recommended that the application for Porter Ridge Athletic Association be delayed until the athletic association could review the ADA design of some of the proposed improvements. He said that Porter Ridge Athletic Association has completed that work and the association's revised grant application was presented to the Parks and Recreation Advisory Board. Mr. Greene noted one deletion from the application's scope was renovation of its concession stand. He said that after review of the ADA requirements, Porter Ridge has decided to delay this improvement.

He stated that the scope of improvements which remain in the Porter Ridge's application is to define its parking area, pave and stripe the parking area to include handicapped parking, construct paved pathways from the parking area to each of the fields. He said that this issue is an ADA compliance issue. He stated that its front ballfield is in very bad shape, and they would like to resod and replant grass on that ballfield and replace old dugouts. Mr. Greene said that the grant application is for \$32,672.50 in grant funds, and the Parks and Recreation Advisory Board recommends that five percent contingencies be included in that amount bringing the total to \$34,306, and the match from the athletic association would be in the same amount. He stated that it was recommended that the award be approved with the following contingencies: 1) that the five percent contingency be included; 2) that all improvements be included; 3) that all improvements be ADA compliant; 4) that Union County Public Schools provide acceptable assurances that the improvements can be made and that the facilities will remain available for public use through the required term; 5) that all construction permits be obtained; and 6) that the association also pursue a complete audit of all of its existing facilities.

Commissioner Openshaw pointed out that the agenda package indicated that the Board should receive a letter from the Board of Education by tonight's meeting. Mr. Greene stated that there is not a letter. He said that he and Wanda Smith, Director of Parks and Recreation, spoke earlier today and some of the associations have been trying to work with the principals of the schools, and the County has received notice from Union County Public Schools that this was not the proper process. He stated that staff is now notifying all athletic associations that they should submit their requests to Dr. Webb. He explained that this process would take a little time, and in the meantime, no grant applications would be processed until notification has been received from the schools.

Commissioner Openshaw said that he was somewhat disturbed to read that a part of the grant funding would be used in areas where trailers were located on the schools' property. He questioned what would happen if it were necessary for the mobile units to be again used on the property. He described the area as a high-growth area. He said he was concerned about this issue and he is on the committee that is supposed to meet and address it.

Chairman Openshaw said that he wanted to make a partial approval to award the Porter Ridge Athletic Association grant funds. He stated that he would like to remove Ballfield #1 from the application. He stated that there are a number of improvements listed in the application that would not be impacted by trailers, such as the paved paths, the gravel drive, and the paved parking entrance area, and he was agreeable to those improvements progressing. However, he said he wanted to see some resolution with the schools. He stated that there needed to be a decision whether the County would hold to the Parks and Recreation's current policy of 25 years or is it a two to three year deal. He said that he thought there were a couple of options on this matter: 1) wait a while or 2) unilaterally decide that a 25-year commitment is not needed but could decide on a short-term commitment, which could be expensive in the long range; or 3) adopt a partial approval of the grant funds. He said there was no motion at this time.

Vice Chair Kuehler said that the current policy is a 25-year requirement. She referred to Contingency #3 which states "That proper documentation be received from the UCPS Board that the project can be completed on school property." She asked if this contingency is stipulating that until Porter Ridge Athletic Association reaches an agreement with the schools, it cannot go ahead with the improvements. Mr. Greene responded that was correct unless they get permission from the schools that would allow the use of these facilities for 25 years. He said that as Commissioner Openshaw had mentioned, the 25-year requirement would also affect other applications.

Vice Chair Kuehler asked if Porter Ridge Athletic Association would be spending the grant funds if the Board approves this request. Mr. Greene said that he could envision that Porter Ridge might spend some of its own funds for planning work, but he would not think it would be a significant amount. Vice Chair Kuehler said that she had visited the Hemby Bridge Complex, and it is a great

asset. She stated that unless and until the proper documentation is received from the schools, the athletic association would not be able to do anything.

Chairwoman Rogers asked Vice Chair Kuehler if it were her desire that action on this matter be tabled until the documentation is received from the schools. Vice Chair Kuehler responded that she was trying to determine whether giving them permission was allowing them to move forward with some aspects of the project with the full understanding that until these issues are worked out, the money could not be spent. Mr. Greene pointed out that staff's recommendation is that the Board approve the application with the contingencies.

Vice Chair Kuehler asked if the committee studying the requirement with the schools reaches an agreement on the terms, then Porter Ridge would not have to come back to the Board. Mr. Greene responded that he would defer to Mr. Crook and Mrs. Smith as to whether or not the grant guidelines would have to come back to the Board for approval. Mr. Crook stated that if the guidelines changed, then they would need to be brought to the Board.

Vice Chair Kuehler said that she did not understand why this item would be approved at this time, because it seemed that Porter Ridge Athletic Association would not be able to do anything toward the improvements at this time. Commissioner Openshaw stated that was why he had offered the other alternative of making the improvements around Fields 2, 3, and 4, so they could get some of the work completed rather than doing nothing. However, he stated that it seems that the big improvement they want to do is Field 1. Vice Chair Kuehler noted that the athletic association would not be able to complete the other improvements, as had been suggested by Commissioner Openshaw, until they had reached an agreement with the schools.

Chairwoman Rogers said the problem that she sees is if they work on Fields 2, 3, and 4, and are doing the work based on the assumption they will get \$34,000, and one of the contingencies is not met, then it leaves them hanging. She stated that based on the discussion, she thought there were two issues: 1) Union County Public Schools documentation for the 25-year requirement; and 2) some type of commitment that if Field #1 is used for athletic purposes, that they will not put trailers on that property after the fact.

Commissioner Openshaw said that he would recommend tabling this matter and then moved to do so. He amended his motion to add that Porter Ridge Athletic Association be contacted to let them know of the Board's concerns. The motion was passed unanimously.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11/01/2010

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

SUBJECT: Appropriation for Forest Protection

DEPARTMENT: Central Admin **PUBLIC HEARING:** No

ATTACHMENT(S): Contract with State of North Carolina
Department of Environment and
Natural Resources

INFORMATION CONTACT:
Wes Baker

TELEPHONE NUMBERS:
704-283-3630

DEPARTMENT'S RECOMMENDED ACTION: Authorize the County Manager to approve the contract as amended.

BACKGROUND: : This contract has already been approved for FY 2010-2011. The total amount of the contract has not changed. However, the scope of the contract has been broadened to include 16% of the cost of a new position (a Forest Fire Equipment Operator Position).

FINANCIAL IMPACT: No additional funds required.

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

2619

Party/Vendor Name: State of North Carolina, Department of Environment & Natural Resources

Party/Vendor Contact Person: Andy Cranfill Contact Phone: 704-233-1437

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

Address: 3230-C Presson Road City: Monroe State: NC Zip: 28112

Department: Central Admin Amount: \$68,910.00

Purpose: FY2010-2011 Appropriation of Forest Protection

Budget Code(s)(put comma between multiple codes): _____

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: 11-1-2010

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: Wes Baker Date: 10/25/10

Approval by Board **ATTORNEY**

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

Approval by Manager per authorization of Board

Date of Board authorization: _____ Attorney's Signature: Jeffrey L. Cook

Approval by Manager subject to authorization by Board Date: 10/26/10

Date Board authorization requested: 10/11/10

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

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

Risk Manager's Signature: _____ Date: 10/26/10

RECEIVED
UNION COUNTY

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. OCT 26 2010

IT Director's Signature Date: _____

Date Received: 10-26-10 **BUDGET AND FINANCE** **FINANCE OFFICE**

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: 10549700-5699 Vendor No.: 1468 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: all Date: 10-27-10

19272008

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
DEPARTMENT OF
ENVIRONMENT AND NATURAL RESOURCES

\$172,274.00
Total Cooperative
Appropriation

\$103,364.00 60%
State

\$68,910.00 40%
County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT AND IMPROVEMENT
OF FOREST LANDS IN UNION COUNTY, NORTH CAROLINA

THIS AGREEMENT, made under the authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management," (Section 113-59 of the General Statutes of North Carolina - 1943), and also under authority of another Section of the General Statutes, namely Section 113-54, by the North Carolina Department of Environment, Health, and Natural Resources (hereinafter called the Department), party of the first part, and the Board of Commissioners of Union County in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

That WHEREAS the said Board, recognizing the need for active forest protection, development, reforestation, management and improvement in Union County, has accepted the offer of the Department for cooperation in accomplishing this object:

Now, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the said parties contract and agree to maintain a legally appointed and equipped Forest Ranger organization in said county at the joint cost of the State and county, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select, employ and appoint, after consultation with the Board, a County Forester or County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires that break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventive measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation, promotion and practice of Forest Management practices; and for protection from insects and diseases.

2. To furnish to each Forester or Forest Ranger so employed a badge of office, stationery and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.

3. To pay the Forester or Forest Ranger for all official services rendered, at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary schedules.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of the Forester or Forest Ranger, to discipline and, when necessary, discharge such Forester or Forest Ranger.

5. To submit to the Board of Commissioners monthly (or at other mutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for the proper conduct of the work within said County.

6. To make available annually from State, Federal, and other funds allotted to it, the sum of One Hundred Three Thousand Three Hundred Sixty-Four dollars (\$103,364.00) as its share of an annual budget of \$172,274.00 for carrying on the work in said County.

Part II. THE BOARD AGREES:

1. To pay the Department 40% of the total cost of the Forester or Forest Ranger salaries and expenses and of other proper expenditures made in connection with the over-all Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

2. To pay the Department 16% of the total salary and fringe of a Forest Fire Equipment Operator Position (Position #60032097) upon receipt and consequent approval of the periodic statements submitted by the Department. This amount is included in the amount appropriated by the Board in Item 3 below

3. To appropriate annually the sum of Sixty-Eight Thousand Nine Hundred Ten dollars (\$68,910.00), which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget for FY 2010-2011.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

1. That this Agreement becomes effective July 1, 2010 and ends June 30, 2011.

2. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

3. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

4. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by the Department for the proper conduct of the work therein.

5. That the Forester or Forest Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be fully informed at all times regarding the Forestry finances and activities within the County.

6. This Agreement shall supersede that agreement between the parties for FY 2010-2011 executed on August 31, 2010. The purpose for executing a new agreement is to enable expenditures in accordance with Item II(2) for support of a Forest Fire Equipment Operator Position, provided that the amount payable by the Board remains unchanged at \$68,910.00.

Int. _____

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the County Manager of Union County.

Date _____ Chairman

APPROVED AS TO LEGAL FORM *[Signature]*

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the "County Fiscal Control Act."

Date _____ Union County Finance Officer

For the North Carolina Department of Environment and Natural Resources

Date _____ Signature

Title Director, Division of Forest Resources

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

[Signature]
Assistant Finance Director 10/27/2010



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

704-283-3746
704-292-2588 Fax

AGENDA ITEM. John C. Petoskey
4/3 Tax Administrator

MEETING DATE 11/1/10

MEMORANDUM

TO: The Board of County Commissioners
FROM: John C. Petoskey
Tax Administrator
DATE: October 8, 2010
RE: Fifth Motor Vehicle Billing

I hereby certify the **Fifth 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:10/09/10

LEVY TOTALS BY REVENUE UNIT-SUMMARY
10/09/2010 THROUGH 10/09/2010

PAGE 1
PROG# BL2140

REVENUE UNIT DESCRIPTION	CODE	PRINCIPAL TAXES	ASSESSMENTS	LATE LIST PENALTIES	REVENUE UNIT TOTAL	ASV	EXEMPT
UNION COUNTY	001	924,578.39			924,578.39	139,400,577	367,212.00
VILLAGE OF MARVIN	101	1,731.07			1,731.07	3,461,022	
CITY OF MONROE	200	89,443.52	10,695.00		100,138.52	16,463,022	158,000.00
MONROE DOWNTOWN SERVICE	222	27.30			27.30	13,650	
TOWN OF WINGATE	300	3,593.74			3,593.74	936,065	14,627.00
TOWN OF MARSHVILLE	400	3,705.76			3,705.76	922,245	6,730.00
TOWN OF WAXHAW	500	22,253.60			22,253.60	6,573,255	28,080.00
TOWN OF INDIAN TRAIL	600	32,581.93			32,581.93	22,532,320	62,400.00
TOWN OF STALLINGS	700	23,274.11			23,274.11	10,827,223	2,280.00
TOWN OF WEDDINGTON	800	2,816.09			2,816.09	9,387,565	2,015.00
VILLAGE OF LAKE PARK	900	4,418.35			4,418.35	1,920,969	
TOWN OF FAIRVIEW	930	488.95			488.95	2,558,736	
TOWN OF HEMBY BRIDGE	950	5.30			5.30	21,170	
VILLAGE OF WESLEY CHAPEL	970	825.84			825.84	5,004,701	
TOWN OF UNIONVILLE	980	856.84			856.84	4,283,738	
TOWN OF MINERAL SPRINGS	990	376.93			376.93	1,506,838	
SPRINGS FIRE TAX	015	2,342.03			2,342.03	7,806,558	40,800.00
STALLINGS FIRE TAX	020	6,149.28			6,149.28	14,468,999	13,680.00
HEMBY BRIDGE FIRE TAX	023	7,765.39			7,765.39	16,282,036	36,640.00
WESLEY CHAPEL FIRE TAX	026	6,279.18			6,279.18	28,976,760	7,235.00
WAXHAW FIRE TAX	028	3,621.47			3,621.47	10,308,955	46,000.00
*** TOTALS ***		1,137,135.07	10,695.00		1,147,830.07	303,676,404	785,699.00


** NORMAL END OF JOB **



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
4/3b
MEETING DATE 11/1/10
704-283-3848
704-283-3897 Fax

TO: Lynn West
Clerk to the Board

FROM: John Petoskey 
Tax Administrator

DATE: October 19, 2010

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending Sept 30, 2010 is attached for your information and review.

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

Attachment

JP/PH

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

SEPTEMBER 30, 2010 REGULAR TAX	2010	2009	2008	2007
BEGINNING CHARGE	147,126,704.08	147,213,788.46	143,591,896.98	116,287,816.21
TAX CHARGE				
DISCOVERIES	249,944.44			
NON DISCOVERIES	38,309.66	14,373.83	417.62	409.88
ABATEMENTS	(64,249.66)	(22,165.02)	(518.35)	(254.70)
TOTAL CHARGE	147,350,708.52	147,205,997.27	143,591,796.25	116,287,971.39
BEGINNING COLLECTIONS	348,144.46	144,056,773.86	142,156,336.34	115,735,997.94
COLLECTIONS	8,533,812.09	237,246.22	52,470.49	13,495.43
TOTAL COLLECTIONS	8,881,956.55	144,294,020.08	142,208,806.83	115,749,493.37
BALANCE OUTSTANDING	138,468,751.97	2,911,977.19	1,382,989.42	538,478.02
PERCENTAGE OF REGULAR	6.03%	98.02%	99.04%	99.54%
SEPTEMBER 30, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	2,684,061.66	10,681,324.81	11,731,488.15	12,061,099.68
4TH MOTOR VEHICLE BILLING	937,383.53			
NON-DISCOVERIES	6,072.37	3,665.27	142.04	38.74
ABATEMENTS	(20,684.86)	(6,504.70)	(441.87)	(317.01)
TOTAL CHARGE	3,606,832.70	10,678,485.38	11,731,188.32	12,060,821.41
BEGINNING COLLECTIONS	1,257,528.32	10,054,173.81	11,559,246.24	11,935,002.10
COLLECTIONS	742,791.69	79,547.48	4,867.31	623.49
TOTAL COLLECTIONS	2,000,320.01	10,133,721.29	11,564,113.55	11,935,625.59
BALANCE OUTSTANDING	1,606,512.69	544,764.09	167,074.77	125,195.82
PERCENTAGE OF MOTOR VEHICLE	55.46%	94.90%	98.58%	98.96%
OVERALL CHARGED	150,957,541.22	157,884,482.65	155,322,984.57	128,348,792.80
OVERALL COLLECTED	10,882,276.56	154,427,741.37	153,772,920.38	127,685,118.96
OVERALL PERCENTAGE	7.21%	97.81%	99.00%	99.48%

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

SEPTEMBER 30, 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	(180.45)			
TOTAL CHARGE	96,271,405.11	86,243,303.52	75,933,826.17	60,651,515.04
BEGINNING COLLECTIONS	95,889,435.05	86,020,793.27	75,782,471.79	60,537,872.86
COLLECTIONS	4,824.33	1,837.55	1,387.33	421.23
TOTAL COLLECTIONS	95,894,259.38	86,022,630.82	75,783,859.12	60,538,294.09
BALANCE OUTSTANDING	377,145.73	220,672.70	149,967.05	113,220.95
PERCENTAGE OF REGULAR	99.61%	99.74%	99.80%	99.81%
SEPTEMBER 30, 2010 MOTOR VEHICLE				
BEGINNING CHARGE	10,333,650.11	-	-	-
4TH MOTOR VEHICLE BILLING				
NON-DISCOVERIES				
ABATEMENTS	(21.76)			
TOTAL CHARGE	10,333,628.35	-	-	-
BEGINNING COLLECTIONS	10,247,303.15	-	-	-
COLLECTIONS	369.94	-	-	-
TOTAL COLLECTIONS	10,247,673.09	-	-	-
BALANCE OUTSTANDING	85,955.26	-	-	-
PERCENTAGE OF MOTOR VEHICLE	99.17%			
OVERALL CHARGED	106,605,033.46	86,243,303.52	75,933,826.17	60,651,515.04
OVERALL COLLECTED	106,141,932.47	86,022,630.82	75,783,859.12	60,538,294.09
OVERALL PERCENTAGE	99.57%	99.74%	99.80%	99.81%

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

SEPTEMBER 30, 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	51,590,649.67	48,062,024.30	43,510,144.77
COLLECTIONS	135.42	(301.22)	12.88
TOTAL COLLECTIONS	51,590,785.09	48,061,723.08	43,510,157.65
BALANCE OUTSTANDING	83,060.67	60,879.08	42,707.16
PERCENTAGE OF REGULAR	99.84%	99.87%	99.90%
SEPTEMBER 30, 2010 MOTOR VEHICLE			
BEGINNING CHARGE	-	-	-
4TH MOTOR VEHICLE BILLING	-	-	-
NON-DISCOVERIES	-	-	-
ABATEMENTS	-	-	-
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	51,590,785.09	48,061,723.08	43,510,157.65
OVERALL PERCENTAGE	99.84%	99.87%	99.90%

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11/01/2010

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

SUBJECT: "Great Stories CLUB" Grant Application

DEPARTMENT: Library

PUBLIC HEARING: No

ATTACHMENT(S):

Great Stories CLUB Description 2011
Great Stories CLUB Application 2011
Great Stories CLUB certification 2011

Please note that this is an online application form with no place for a signature. It requires online certification and submission.

INFORMATION CONTACT:

Martie Smith

TELEPHONE NUMBERS:

704-283-8184 x222 (office)
704-242-0180 (mobile)

Deadline for submission is 11/19/2010

DEPARTMENT'S RECOMMENDED ACTION: On the Consent Agenda, authorize the Library Director to certify and submit the online grant application.

BACKGROUND:

One of the Library's goals is to increase services to at-risk teens. This grant program is a reading and discussion program that targets underserved, troubled teens. The program is designed to reach teens through books that are relevant to their lives. The kids are invited to read and keep the books, and to engage in a librarian-led group discussion with their peers about each title. The aim of the program is to show the teens that reading can be a source of pleasure, a tool for self-exploration and a window onto the world beyond their experience.

This grant is designed to foster partnerships between libraries and other agencies that serve troubled teens. Last year the Library partnered with South Providence School on this program to address the needs of the teens attending that alternative school. Because it was very successful, the school is again offering to partner on this program.

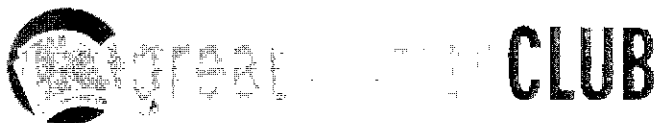
FINANCIAL IMPACT: None. The American Library Association grant provides the books (11 copies of each of three titles) and the discussion guides. No local match is required.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

jpeth@union.lib.nc.us | [Logout](#)



Connecting Libraries, Underserved Teens and Books

[Application Home](#)

[Contact Information](#)

[Program Description](#)

[Additional Programs \(Optional\)](#)

[Review and Submit](#)

Application Review

Please review your application. You can review your application by clicking [here](#). If you would like to change anything, please do so using the navigation links to the left. Once you are satisfied with your information, please submit your application by agreeing to the following certification and hitting the submit button below.

Authorizing Official

First name:

Last name:

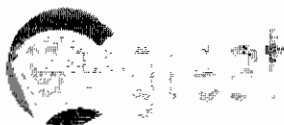
Title:

By checking this box and submitting this application, the authorized representative listed above certifies that all statements contained herein are true and correct to the best of their knowledge and belief.

The applicant further certifies that all titles included in the Great Stories Club grant have been reviewed and approved for use with teen audiences, as described in the Program Description. To view a list of the titles with professional reviews, click [here](#).

Certification of Authorizing Official

If your application is complete, you can submit it by clicking the link below.



Connecting Libraries, Underserved Teens and Books

CLUB

jpeth@union.lib.nc.us | [Logout](#)

Application Review

To return to the main application, simply close this screen.

Primary Information

Applying Librarian

Name: Jill Peth
Title: Reader's Services Librarian

Library Mailing Address

Library Name: Union County Public Library
Address Line 1: 316 E Windsor St
Address Line 2:
City: Monroe
State: NC
Zipcode: 28112
Email:
Telephone Number: 7042838184
Fax Number: 7042820657
Library Type: Public

Partner Organization Contact

Name: Lisa Holler

Title: Teacher
Email: lisa.holler@ucps.k12.nc.us

Partner Organization Information

Organization Name: South Providence School
Partner Address Line 1: 500 S Providence St
Partner Address Line 2:
Partner City: Waxhaw
Partner State: NC
Partner Zipcode: 28173
Partner Organization Type: Alternative High School/Alternative Learning Program

Program Description

Students from South Providence School will be the participants in the book club. They range in age from 13-18. Many come from broken homes and some from group homes. A large portion of the students receive free lunch. Many of the students are at this alternative school for discipline problems and absenteeism. The reading EOG scores are low for the school. Participation will be achieved by making the book club part of the reward system at the school. Students are rewarded for good behavior by being able to participate in various clubs. Posters will be displayed in the school and Lisa Holler and other teachers will promote it in the school. We also plan to provide refreshments. Union County Public Library partnered with South Providence School to do the Great Stories CLUB in the Spring of 2010. The school started a book club as a result of participating in the Great Stories CLUB. The school bought several books by the same authors (Gary Soto, Nancy Werlin, and Sonya Sones) because the students enjoyed their books so much. Ms. Holler intends to continue the book club this year as well. We plan to host the book discussions on Tuesdays, February 1, March 1, and April 5, 2011. We plan to have the book clubs at 2:30 p.m. at the school.

Budget Narrative

Not applicable.

Great Stories CLUB Connecting Libraries, Underserved teens Books Public Programs Office PPO reading discussion eligibility guidelines



<http://www.ala.org/ala/aboutala/offices/ppo/programming/greatstories/gsceligibility.cfm>
Eligibility and guidelines for the Great Stories CLUB underserved teen reading and discussion program.

Great Stories CLUB Award Eligibility and Guidelines

About the Great Stories CLUB

The Great Stories CLUB is a reading and discussion program that targets underserved, troubled teen populations. The program reaches teens through books that are relevant to their lives, inviting them to read and keep the books, and encourages them to consider and discuss each title with a group of their peers. It seeks to show that reading can be a source of pleasure, a tool for self-exploration, and a meaningful way to connect to the wider world. Its ultimate goal is to inspire young adults who face difficult situations to take control of their lives by embracing the power of reading.

The program is built on partnerships between libraries and a variety of organizations that serve troubled teens, including juvenile justice facilities, drug rehabilitation centers, nonprofits serving teen parents, alternative high schools, agencies serving teenaged foster children, shelters serving homeless and runaway youth, and other agencies.

Eligibility

- Applications will be accepted from all types of libraries (public, school, academic and special) in the United States and its territories.
- Unless the applicant library is located within an organization that serves troubled or at-risk teens (such as an alternative high school or residential treatment facility), the library must work with a partner organization.
- All other applicant libraries must work with a partner organization that serves troubled teens in order to be considered. Possible partner organizations include but are not limited to juvenile justice facilities, drug rehabilitation centers, nonprofits serving teen parents, alternative high schools, agencies serving teenaged foster children, and shelters serving homeless and runaway youth. Please contact publicprograms@ala.org if you have a question about partner eligibility.
- Institutions that provide services to troubled teen populations are encouraged to contact their local library, and create a partnering relationship with the library as the applicant.
- Individuals and organizations other than libraries are not eligible to apply.
- Ineligible applications will not be reviewed.

- Repeat applicants, including winners, are eligible and encouraged to apply. Previous award recipients that have not submitted a final report to ALA however will not be considered.

Online Application

Applications for Round IV will be accepted from September 13 through November 19 of 2010. View the online [application instructions](#).

Program Requirements

Libraries selected to participate in the Great Stories CLUB will be required to do the following:

- Each library must hold a minimum of three book discussion programs with participation by 6–10 teens (ages 13 and up). The programming period is from February 1 through August 31, 2011.
- Each library will present a plan for implementing the book discussion programs (in cooperation with their program partner, if applicable).
- Up to one copy of each book may be retained for use by the book discussion leader and one copy may remain in the library collection.
- The libraries must supply the remaining books to participating teens to keep. The books will not revert to the library collection, but be a gift to the participating teens.
- The library must complete an online final program report form; for Round IV winners, this form must be completed no later than September 30, 2011.

Applying for Multiple Grants

Applications will be accepted on behalf of multiple libraries and/or discussion programs. For example, an application may be submitted for:

- multiple branch libraries within a public library system, each working with an appropriate community partner;
- different programs run by the same library; (each program with its own community partner)
- multiple libraries within a state or regional correctional system

To be considered for multiple grants, you must complete the Additional Recipient Libraries portion of the online application. Successful applicants will receive one Great Stories CLUB grant (set of 33 books total) per Recipient Library listed. With questions about applying on behalf of multiple libraries or programs, please contact publicprograms@ala.org.

Award Details

Up to 150 libraries will be selected to receive the following:

- 33 books (11 copies of each of the three titles)
- Supplementary materials including tip sheets, discussion questions, related reading lists and additional online resources
- Access to an electronic discussion list for participating librarians

Please note: Up to 25 libraries will also be selected to receive small grants (\$100, \$150 or \$200) to

support program-related expenses. If you would like to be considered for a small grant, please complete the optional Budget Narrative area of the online application.

Selection Criteria

Applications will be evaluated based on the following criteria:

- Quality and completeness of program description (including proposed dates, information about the target audience, plans to recruit teen participants, etc.)
- Evidence of a workable and appropriate partnership (if applicable)
- Target audience need

To be considered for a small cash grant, libraries must complete the budget narrative statement within the online application. Please include how much money is being requested (\$100, \$150 or \$200), how the funds will be used, and why these uses are important to the success of your Great Stories CLUB program. Cash grants will be awarded based on need, as well as the overall contribution that funds will make to the program.

Review Process

Applications will be reviewed by a panel of librarians, in collaboration with the staff of ALA's Public Programs Office and YALSA. Only complete applications will be reviewed.

Award Notices

Libraries that apply for the Great Stories CLUB will be notified via email and/or letter regarding the success of their applications on December 20, 2010. Books and cash grants (if applicable) will be shipped by January 4, 2011.

Use of Books

Books must be distributed to participating youth to keep. One copy may be given to the book discussion leader, and one copy may remain in the library collection. In the event that program attendance is low, the library must work with their partner organization to gift any remaining books to teens. Books may not be sold or shipped back to ALA.

Reporting Requirements

Round IV winners must complete an online final program report form by September 30, 2011. Links to a sample final report form can be found on the [project directors resource page](#).

Award Administration Timeline

Application Period	Grant Notification	Book Shipping	Discussions Held	Final Report Due
Sept. 13–Nov.19,	Dec. 20, 2010	Jan. 4, 2011	Feb. 1–August 31,	September 30,

2010

2011

2011

Please contact publicprograms@ala.org with any questions.

- [Great Stories CLUB](#)
- [Great Stories CLUB Online Application](#)

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 1, 2010

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

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

DEPARTMENT: Personnel

PUBLIC HEARING: No

ATTACHMENT(S):
1) Job Description -
Solid Waste Division Manager

INFORMATION CONTACT:
Mark Watson
Ed Goscicki

2) Job Description -
Landfill Operations Superintendent

TELEPHONE NUMBERS:
704-283-3869
704-296-4212

3) Job Description -
Lead Meter Technician

DEPARTMENT'S RECOMMENDED ACTION:

Amend the 2010 - 2011 Union County Pay and Classification Plan by approving the addition of the following new job classifications and pay gade assignments.

- 1) Solid Waste Division Manager - Pay Grade 79
- 2) Landfill Operations Superintendent - Pay Grade 72
- 3) Lead Meter Technician - Pay Grade 63

BACKGROUND:

The requested job classifications were developed as part of a strategic, comprehensive, multi-phase process to reorganize and align current management and operational functions within the Public Works Department. This initiative is focused on creating process and resource management efficiencies. The reorganization and consolidation of water and wastewater field maintenance operations has already taken place along with the creation of a water resources division whose primary focus is water quality and supply transmission. The Union County Water & Wastewater Performance Improvement Plan and the Union County Water System, Water Conservation Program studies provided general guidance.

The new Solid Waste Division Manager classification will direct the solid waste program. Focus will be placed on improving service level delivery, sustainability, environmental impact and developing a strategic plan for addressing the current and future solid waste needs of Union County.

The Landfill Operations Superintendent classification will report to the Solid Waste Division Manager. This new classification aligns job duties and responsibilities of current day to day landfill operations supervision with existing supervisory classifications that perform similar work in other divisions of the department.

The Meter Services Division is comprised of two workgroups. The first installs new meters, replaces malfunctioning meters, and makes repairs. The second work group reads water meters. It is proposed that Lead Meter Technicians be assigned to each of these work groups in order to provide closer supervision, quality assurance, and a more efficient operation.

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

The appropriate job analysis and evaluation was conducted to determine the nature or level of duties and responsibilities of these positions.

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 Public Works 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:

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

The wage and benefit funding allocation for 2010-2011 is sufficient. No additional funding appropriation is required.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

XXXX

UNION COUNTY JOB DESCRIPTION

JOB TITLE: SOLID WASTE DIVISION MANAGER

DEPARTMENT: PUBLIC WORKS DEPARTMENT

GENERAL STATEMENT OF THE JOB

Under limited supervision, performs administrative and managerial work in the coordination of the County's solid waste planning, recycling, and hazardous waste/material programs. Employee coordinates program planning and facility development activities with other jurisdictions, governmental agencies and private companies concerned with waste management issues. Employee also monitors the effectiveness and efficiencies of services, identifies areas of improvement, directs and reviews the work of staff, and develops and monitors budget activities. Work includes program development, contract development and negotiations, planning, education, control, commercial waste control, safety, resource recovery, reduction, and diversion; procurement of waste management services; waste program and facility development; inter-jurisdictional relations; contract administration; grant administration; and environmental protection of disposal and/or other waste facilities. Work also involves publicizing and informing the public about waste management projects, programs, responding to and resolving citizen complaints and inquiries, participating on various boards, and preparing and presenting reports. Employee must exercise considerable initiative and independent judgment in ensuring proper administration of solid waste programs. Employee must also exercise tact and courtesy in frequent contact with employees, supervisors, directors, citizens, and representatives of outside agencies and organizations. Reports to the Director of Public Works.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Manages, directs, administers, and/or plans various solid or liquid non-hazardous and hazardous waste and materials programs and/or facilities including, but not limited to control of commercial waste collection, hazardous waste storage and control, and resource recovery activities, and directing environmental studies related to waste management.

Performs supervisory duties directly or through subordinate supervisors such as: evaluating performance; reviewing and proposing disciplinary actions; interviewing applicants and making selections; providing for career development, supporting and ensuring compliance with County policies.

Conducts and/or directs special technical and administrative studies to write reports, or to identify improved methods and procedures for accomplishing program goals. Conducts or directs studies of Union County's active and inactive landfills, transfer stations, programs and collections sites new and existing waste management facilities and programs to determine feasibility; makes recommendations; and implements and monitors changes.

Ensures procurement of waste management services.

Oversees waste management facility development including facility site and environmental review and permitting activities.

Represents the department on matters concerning Solid Waste, before the Board of Commissioners, other agencies, and committees.

Prepares and maintains waste management plans, resource recovery plans and elements, and facility site plans and elements; coordinates plan and element development with the advisory committees and with various local and State agencies.

Researches and develops proposed ordinances, policies, guidelines, and procedures for commercial waste regulations, resource recovery, planning, environmental regulation, and other waste related activities.

Writes correspondence and prepares complex reports and memoranda on a variety of technical matters.

Develops proposed fee schedules, regulation of commercial waste haulers and other funding mechanisms for waste management facilities.

Provides technical advice to and coordinates activities with other County Departments, State and Local agencies, industry, and the public on assigned programs.

Provides information to the public, local solid waste and recycling facility operators, commercial haulers, and representatives of other cities, counties, or state agencies regarding projects and facilities, programs and applicable ordinances, policies, and procedures.

Assists in the administration of the budget with specific responsibility for assigned organization unit.

Prepares, solicits, and administers State and Federal grants for resource recovery and other waste management programs.

Establishes procedures and controls to monitor and carry out field activities within a comprehensive Solid Waste Management program.

Anticipates and troubleshoots operational problems and identifies appropriate solutions.

Stays abreast of local and state legislation. Interprets and applies all applicable federal, state and local codes, regulations pertaining to solid and hazardous waste.

ADDITIONAL RESPONSIBILITIES

Attends advisory, committee, and Board meeting as necessary.

Performs additional duties as required.

MINIMUM TRAINING AND EXPERIENCE

Bachelor's degree in Environmental Engineering, Environmental Sciences, Planning, Industrial Hygiene or related field with 6-9 years of experience in solid non-hazardous or hazardous waste, non-hazardous or hazardous materials programs, and/or waste facilities management performing a broad range of technical and administrative duties including environmental research and analysis, grant writing, and program development with a minimum of 4 years of supervisory experience; or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

SPECIAL REQUIREMENTS

Solid Waste Association of North America Managing Municipal Solid Waste Collection Systems certification, Managing Transfer Station certifications preferred, but can be obtained within 18 months of employment.

Solid Waste Association of North America Manager of Landfill Operations preferred.

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; ability to obtain a Class B CDL preferred.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of machinery, equipment and tools including computers, calculators, radios, typewriters, compactors, etc. Must be physically able to operate a motor vehicle. Must be able to exert up to 150 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 25 pounds of force constantly to move objects. Requires the ability to maintain body equilibrium when bending, stooping, crouching, climbing, reaching and/or stretching arms, legs or other parts of body to grasp, push, pull or otherwise move objects. Physical requirements are for Heavy Work.

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

Interpersonal Communication: Requires the ability of speaking and/or signaling people to convey or exchange information. Includes giving instructions, assignments or directions to subordinates or assistants.

Language Ability: Requires the ability to read a variety of technical reports, correspondence, engineering proposals and specifications, contracts, surveys, etc. Requires the ability to prepare correspondence, technical reports, budgets, studies, requests for proposals, brochures, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style. Requires the ability to speak before groups of people with poise, voice control and confidence.

Intelligence: Requires the ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems; to deal with nonverbal symbolism in its most difficult phases; to deal with a variety of abstract and concrete variables; to comprehend the most complex classes of concepts.

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 engineering terminology.

Numerical Aptitude: Requires the ability to utilize mathematical formulas; to add and subtract; multiply and divide; utilize decimals and percentages; understand and apply the theories of algebra, geometry, trigonometry and calculus.

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 equipment and various tools.

Manual Dexterity: Requires the ability to handle a variety of items such as office equipment and various tools. 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 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.

PERFORMANCE INDICATORS

Knowledge of Job: Has thorough knowledge of the administration, design and function of solid waste disposal and recycling including applicable local, State and Federal laws, ordinances and regulations. Has considerable knowledge of the principles of supervision, organization and administration. Has considerable knowledge of the current literature, trends and developments in recycling. Has general knowledge of the practices, procedures, standards and regulations regarding hazardous material emergency response, containment and clean-up operations. Has general knowledge of the equipment and tools used in recycling. Is able to maintain complex technical data and records and prepare reports from such materials. Is able to interpret and apply technical rules and regulations associated with recycling. Is able to exercise considerable initiative and independent judgment in applying standards to a variety of work situations. Is able to respond quickly and calmly in emergency situations. Is able to exercise tact, courtesy and firmness in contact with business and industry representatives, governmental officials at a variety of levels, and the general public. Is able to effectively express ideas orally and in writing. Is able to establish and maintain effective 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 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, supervisor, 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.

Planning: Plans, directs and uses information effectively in order to enhance activities and production of the department. Knows and understands the expectations of the County regarding the activities of the department and works to see that these expectations are met. Designs and formulates ways, means and timing to achieve the goals and objectives of the department and the County. Within the constraints of County policy, formulates the appropriate strategy and tactics for achieving departmental and county objectives. Organizes, arranges and allocates manpower, financial and other designated resources in an efficient and effective way so as to achieve the goals and objectives of the department and County.

Organizing: Organizes work and that of subordinate staff well. Ensures that staff members know what results are expected of them and that they are regularly and appropriately informed of all County and department matters affecting them and/or of concern to them.

Staffing: Works with other County officials and management to select and recommend employment of personnel for the department who are qualified both technically and philosophically to meet the needs of the department and the County. Personally directs the development and training of department personnel in order to ensure that they are properly inducted, oriented and trained.

Leading: Provides a work environment which encourages clear and open communications. Has a clear and comprehensive understanding of the principles of effective leadership and how such principles are to be applied. Provides adequate feedback to staff so that they know whether their performance levels are satisfactory. Commends and rewards employees for outstanding performance yet does not hesitate to take disciplinary action when necessary. Exercises enthusiasm in influencing and guiding others toward the achievement of County goals and objectives.

Controlling: Provides a work environment which is orderly and controlled. Coordinates, audits and controls manpower and financial resources efficiently and effectively. Coordinates, audits and controls the utilization of materials and equipment efficiently and effectively. Has a clear and comprehensive understanding of County standards, methods and procedures.

Delegating: Assigns additional duties to staff as necessary and/or appropriate in order to meet department goals, enhance staff abilities, build confidence on the job and assist staff members in personal growth. Has confidence in staff to meet new or additional expectations.

Decision Making: Uses discretion and judgment in developing and implementing courses of action affecting the department. When a particular policy, procedure or strategy does not appear to be achieving the desired result, moves decisively and definitively to develop and implement alternatives.

Creativity: Regularly seeks new and improved methodologies, policies and procedures for enhancing the effectiveness of the department and County. Employs imagination and creativity in the application of duties and responsibilities. Is not averse to change.

Human Relations: Strives to develop and maintain good rapport with all staff members. Listens to and considers suggestions and complaints and responds appropriately. Maintains the respect and loyalty of staff.

Policy Implementation: Has a clear and comprehensive understanding of County policies regarding the department and County function. Adheres to those policies in the discharge of duties and responsibilities and ensures the same from subordinate staff.

Policy Formulation: Keeps abreast of changes in operating philosophies and policies of the County and continually reviews department policies in order to ensure that any changes in County philosophy or practice are appropriately incorporated. Also understands the relationship between operating policies and practices and department morale and performance. Works to see that established policies enhance same.

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UNION COUNTY JOB DESCRIPTION

JOB TITLE: LANDFILL OPERATIONS SUPERINTENDENT

DEPARTMENT: PUBLIC WORKS DEPARTMENT

GENERAL STATEMENT OF THE JOB

Under limited supervision, performs managerial, supervisory and technical work for Union County Public Works. Work involves managing solid waste facilities, operations and programs. Responsible for ensuring that equipment, facilities and grounds maintenance meet industry standards at a minimum. Work also involves developing, implementing and overseeing programs to ensure compliance with County, State, and Federal regulations. Employee must exercise tact and courtesy in frequent contact with government officials at various levels and the general public. Reports to the Solid Waste Division Manager.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Plans, schedules, coordinates, and supervises work of personnel involved in operating the landfill. Evaluates assigned personnel and initiates personnel actions of discipline, firing, promotion, termination, and training.

Formulates and implements practices, rules, techniques, and procedures to improve operational efficiency in accordance to County, State and Federal regulations. Develops and implements programs that maximize resources and landfill space in a cost effective manner.

Demonstrates superior understanding of the principles of solid waste management including municipal solid waste, construction and demolition waste, and recyclable materials.

Compiles and interprets reports; keeps detailed records and activity logs. Distributes information as appropriate.

Organizes and conducts routine training to ensure that personnel are trained in the safe and efficient operation of equipment, vehicles, machinery, and tools; aware of County, State, and Federal regulations; best management practices; and industry standards.

Ensures proper repair and maintenance of equipment assigned to the department. Demonstrate superior knowledge/skills as related to the proper operation and maintenance of various pieces of equipment.

Demonstrate superior knowledge and ability to properly collect, transport, and dispose of various forms of solid waste.

Responds to inquiries from the public. Investigates and resolves inquiries or refers to appropriate area.

Interprets various forms of data and provides appropriate response as applicable to solid waste related operations.

Assists the Division Manager with budget development; stays within a fixed budget and demonstrates fiscal responsibility. Projects future budget needs.

Works various shifts including weekends and holidays.

ADDITIONAL RESPONSIBILITIES

Performs various housekeeping and grounds maintenance duties as required for proper solid waste operation and positive appearance.

Operates equipment in the absence of operators and in emergencies.

Performs additional duties as required.

MINIMUM TRAINING AND EXPERIENCE

High school diploma or GED, supplemented by additional training and coursework pertaining to solid waste operations or related field and 5 to 7 years of experience in solid waste operations with 18 months of supervisory experience; or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

SPECIAL REQUIREMENTS

Solid Waste Association of North America Landfill Operations Specialist and Transfer Station certifications preferred, but can be obtained within 18 months of employment.

Solid Waste Association of North America Manager of Landfill Operations preferred.

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; ability to obtain a Class B CDL preferred.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of machinery, equipment and tools including computers, calculators, radios, typewriters, compactors, etc. Must be physically able to operate a motor vehicle. Must be able to exert up to 150 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 25 pounds of force constantly to move objects. Requires the ability to maintain body equilibrium when bending, stooping, crouching, climbing, reaching and/or stretching arms, legs or other parts of body to grasp, push, pull or otherwise move objects. Physical requirements are for Heavy Work.

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

Interpersonal Communication: Requires the ability of speaking and/or signaling people to convey or exchange information. Includes giving instructions, assignments or directions to subordinates or assistants.

Language Ability: Requires the ability to read a variety of technical reports, correspondence, engineering proposals and specifications, contracts, surveys, etc. Requires the ability to prepare correspondence, technical reports, budgets, studies, requests for proposals, brochures, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style. Requires the ability to speak before groups of people with poise, voice control and confidence.

Intelligence: Requires the ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems; to deal with nonverbal symbolism in its most difficult phases; to deal with a variety of abstract and concrete variables; to comprehend the most complex classes of concepts.

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 engineering terminology.

Numerical Aptitude: Requires the ability to utilize mathematical formulas; to add and subtract; multiply and divide; utilize decimals and percentages; understand and apply the theories of algebra, geometry, trigonometry and calculus.

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 equipment and various tools.

Manual Dexterity: Requires the ability to handle a variety of items such as office equipment and various tools. 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 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.

PERFORMANCE INDICATORS

Knowledge of Job: Has thorough knowledge of the administration, design and function of solid waste disposal and recycling including applicable local, State and Federal laws, ordinances and regulations. Has considerable knowledge of the principles of supervision, organization and administration. Has considerable knowledge of the current literature, trends and developments in recycling. Has general knowledge of the practices, procedures, standards and regulations regarding hazardous material emergency response, containment and clean-up operations. Has general knowledge of the equipment and tools used in recycling. Is able to maintain complex technical data and records and prepare reports from such materials. Is able to interpret and apply technical rules and regulations associated with recycling. Is able to exercise considerable initiative and independent judgment in applying standards to a variety of work situations. Is able to respond quickly and calmly in emergency situations. Is able to exercise tact, courtesy and firmness in contact with business and industry representatives, governmental officials at a variety of levels, and the general public. Is able to effectively express ideas orally and in writing. Is able to establish and maintain effective 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 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, supervisor, 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.

Planning: Plans, directs and uses information effectively in order to enhance activities and production of the department. Knows and understands the expectations of the County regarding the activities of the department and works to see that these expectations are met. Designs and formulates ways, means and timing to achieve the goals and objectives of the department and the County. Within the constraints of County policy, formulates the appropriate strategy and tactics for achieving departmental and county objectives. Organizes, arranges and allocates manpower,

financial and other designated resources in an efficient and effective way so as to achieve the goals and objectives of the department and County.

Organizing: Organizes work and that of subordinate staff well. Ensures that staff members know what results are expected of them and that they are regularly and appropriately informed of all County and department matters affecting them and/or of concern to them.

Staffing: Works with other County officials and management to select and recommend employment of personnel for the department who are qualified both technically and philosophically to meet the needs of the department and the County. Personally directs the development and training of department personnel in order to ensure that they are properly inducted, oriented and trained.

Leading: Provides a work environment which encourages clear and open communications. Has a clear and comprehensive understanding of the principles of effective leadership and how such principles are to be applied. Provides adequate feedback to staff so that they know whether their performance levels are satisfactory. Commends and rewards employees for outstanding performance yet does not hesitate to take disciplinary action when necessary. Exercises enthusiasm in influencing and guiding others toward the achievement of County goals and objectives.

Controlling: Provides a work environment which is orderly and controlled. Coordinates, audits and controls manpower and financial resources efficiently and effectively. Coordinates, audits and controls the utilization of materials and equipment efficiently and effectively. Has a clear and comprehensive understanding of County standards, methods and procedures.

Delegating: Assigns additional duties to staff as necessary and/or appropriate in order to meet department goals, enhance staff abilities, build confidence on the job and assist staff members in personal growth. Has confidence in staff to meet new or additional expectations.

Decision Making: Uses discretion and judgment in developing and implementing courses of action affecting the department. When a particular policy, procedure or strategy does not appear to be achieving the desired result, moves decisively and definitively to develop and implement alternatives.

Creativity: Regularly seeks new and improved methodologies, policies and procedures for enhancing the effectiveness of the department and County. Employs imagination and creativity in the application of duties and responsibilities. Is not averse to change.

Human Relations: Strives to develop and maintain good rapport with all staff members. Listens to and considers suggestions and complaints and responds appropriately. Maintains the respect and loyalty of staff.

Policy Implementation: Has a clear and comprehensive understanding of County policies regarding the department and County function. Adheres to those policies in the discharge of duties and responsibilities and ensures the same from subordinate staff.

Policy Formulation: Keeps abreast of changes in operating philosophies and policies of the County and continually reviews department policies in order to ensure that any changes in County philosophy or practice are appropriately incorporated. Also understands the relationship between operating policies and practices and department morale and performance. Works to see that established policies enhance same.

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UNION COUNTY JOB DESCRIPTION

**JOB TITLE: LEAD METER TECHNICIAN
DEPARTMENT: PUBLIC WORKS DEPARTMENT**

GENERAL STATEMENT OF THE JOB

Under general supervision, performs a variety of technical duties including: the reading and recording of water meter readings, connecting new or reinstated service and disconnecting service, installing, servicing and repairing of water meters. Work involves providing training, direction, and assistance as necessary to Meter Technicians, responding to and resolving customer concerns about services and consumption, and. Work also involves coordinating activities and resolutions of problems with other divisions. Employee must exercise tact and diplomacy in sensitive situations involving irate customers and establish and maintain effective working relationships with the public and other employees. This classification reports to the Meter Services Supervisor.

SPECIFIC DUITES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

Provides training, evaluates and reviews and guides employees in day-to-day work activities.

Monitors employee performance to determine compliance with operating and safety standards; completes employee performance evaluations.

Reviews citizen concerns and billing problems; coordinates with Billing and Customer Service as necessary to resolve.

Oversees and resolves problems the Meter Technicians incur during the installation, repair and testing of water meters and related metering equipment.

Plans, schedules and leads the technicians in the daily workload, including work orders, customer service, and meter reading requests.

Reads meters on varying routes using automated meter reading equipment; locates meters and accurately records readings; verifies service information to ensure proper identification and billing information for customer accounts, including meter number; performs rereads as necessary.

Performs water service connects and disconnects for service activation and deactivation, repairs, emergencies, and illegal or unauthorized water usage.

Performs complex field service investigations for Billing and Customer Service departments including: accounts involving possible tampering cross connections, and illegal idlers that require extensive research, documentation, and communication.

Provides training on required safety procedures in accordance with County and OSHA policies.

Installs new meters, repairs and replaces existing meters using wrenches and other tools when necessitated by such factors as leaks, complaints, erroneous readings, new construction, and exchanging meters.

Installs new and replacement meters, meter boxes, vaults and lids; checks for leaks and broken meters; repairs leaks in mains, service lines, meter boxes and vaults; raises and lowers meter boxes, vaults, and service lines.

Tests, repairs, and troubleshoots difficult to repair water meters to ensure the accurate operation of water meters.

Completes and posts shut-off notices at customers' residences to alert occupants of impending termination of service; terminates service of unpaid delinquent accounts; locks and pulls meters with appropriate security devices.

ADDITIONAL JOB FUNCTIONS

Serves as a back-up for the Meter Services Supervisor in their absence, performing related duties and responsibilities as needed.

Inspects and performs basic preventative maintenance checks and services on county operated vehicle; assists supervisor with monthly inspection of vehicles assigned to Meter Services.

Assists supervisor with projects as requested.

Performs additional duties as assigned.

MINIMUM TRAINING AND EXPERIENCE

Graduation from High School or equivalent and 3 to 5 years of experience in water meter reading, repair, testing, service and installation; or any equivalent combination of training and experience which provides the required knowledge, skills and abilities.

SPECIAL REQUIREMENTS

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. Water Meter Technician required, Cross Connection Control preferred

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 trucks, radios, tamping machines, tapping machines, etc. Must be able to exert up to 20 pounds of force occasionally, 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 compositional characteristics (whether similar or divergent from obvious standards) of data, people or things.

Interpersonal Communication: Requires the ability to speak and/or signal people to convey or exchange information. Includes giving instructions, assignments or directions to subordinates or assistants.

Language Ability: Requires the ability to read a variety of technical reports, engineering

schematics, invoices, purchase orders, budget reports, legislative reports, etc. Requires the ability to prepare technical reports, studies, specifications, contracts, budgets, newsletters, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style. Requires the ability to speak before groups of people with poise, voice control and confidence.

Intelligence: Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions; to interpret an extensive variety of technical instructions in mathematical or diagrammatic form; deal with several abstract and concrete variables.

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 civil engineering terminology.

Numerical Aptitude: Requires the ability to utilize mathematical formulas; to add and subtract; multiply and divide.

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 at a normal speed and accurately in using laboratory equipment.

Manual Dexterity: Requires the ability to handle a variety of items such as office and audio-visual equipment. 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 minimal levels of stress.

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 a telephone.

PERFORMANCE INDICATORS

Knowledge of job: Has general knowledge of the water and sewer meter design and function. Has general knowledge of the principles of supervision, organization and administration. Has some knowledge of the current literature, trends and developments in metering technology. Has thorough knowledge of the equipment and tools used in the collection of water consumption and sewer flows. Is able to effectively express ideas orally and in writing. Is able to establish and maintain effective 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 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, supervisors, 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.

Planning: Plans, directs and uses information effectively in order to enhance activities and production of the department. Knows and understands the expectations of the County regarding the activities of the department and works to see that these expectations are met. Designs and formulates ways, means and timing to achieve the goals and objectives of the department and the County. Within the constraints of County policy, formulates the appropriate strategy and tactics for achieving departmental and County objectives. Organizes, arranges and allocates manpower, financial and other designated resources in an efficient and effective way so as to achieve the goals and objectives of the department and County.

Organizing: Organizes work and that of subordinate staff well. Ensures that staff members know what results are expected of them and that they are regularly and appropriately informed of all County and department matters affecting them and/or of concern to them.

Staffing: Works with other County officials and management to select and recommend

employment of personnel for the department who are qualified both technically and philosophically to meet the needs of the department and the County. Personally directs the development and training of department personnel in order to ensure that they are properly inducted, oriented and trained.

Leading: Provides a work environment which encourages clear and open communications. Has a clear and comprehensive understanding of the principles of effective leadership and how such principles are to be applied. Provides adequate feedback to staff so that they know whether their performance levels are satisfactory. Commends and rewards employees for outstanding performance yet does not hesitate to take disciplinary action when necessary. Exercises enthusiasm in influencing and guiding others toward the achievement of County goals and objectives.

Controlling: Provides a work environment which is orderly and controlled. Coordinates, audits and controls manpower and financial resources efficiently and effectively. Coordinates, audits and controls the utilization of materials and equipment efficiently and effectively. Has a clear and comprehensive understanding of County standards, methods and procedures.

Delegating: Assigns additional duties to staff as necessary and/or appropriate in order to meet department goals, enhance staff abilities, build confidence on the job and assist staff members in personal growth. Has confidence in staff to meet new or additional expectations.

Decision Making: Uses discretion and judgment in developing and implementing courses of action affecting the department. When a particular policy, procedure or strategy does not appear to be achieving the desired result, moves decisively and definitively to develop and implement alternatives.

Creativity: Regularly seeks new and improved methodologies, policies and procedures for enhancing the effectiveness of the department and County. Employs imagination and creativity in the application of duties and responsibilities. Is not adverse to change.

Human Relations: Strives to develop and maintain good rapport with all staff members. Listens to and considers suggestions and complaints and responds appropriately. Maintains the respect and loyalty of staff.

Policy Implementation: Has a clear and comprehensive understanding of County policies regarding the department and County function. Adheres to those policies in the discharge of duties and responsibilities and ensures the same from subordinate staff.

Policy Formulation: Keeps abreast of changes in operating philosophies and policies of the County and continually reviews department policies in order to ensure that any changes in County philosophy or practice are appropriately incorporated. Also understands the relationship between operating policies and practices and department morale and performance. Works to see that established policies enhance same.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 416
(Central Admin. use only)

SUBJECT: Budget Amendment - TANF Domestic Violence & Family Violence
Prevention Services Act (FVPSA)

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

ATTACHMENT(S):
Funding Authorizations and letters
dated July 30, 2010
Budget Amendment #8

INFORMATION CONTACT:
Dontae Latson, Director

TELEPHONE NUMBERS:
(704) 296-4301

DEPARTMENT'S RECOMMENDED ACTION: Approve budget amendment to accept a funding authorization in the amount of \$11,948.00 in additional Domestic Violence funds and Family Violence Prevention Services Act funds for domestic violence services. Please increase the expenditures in 10553101-5381-1450 and the revenues in 10453101-4342-1450 by \$11,948.00.

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 FVPSA funding is available for a short term. 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 2010-2011 has been increased by \$11,948 over the budgeted amount for this year. Approval of this budget amendment will allow the County to accept this additional funding.

FINANCIAL IMPACT: The County will receive an additional \$11,948 in funding which does not require any County match or funds.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



North Carolina Department of Health and Human Services
Division of Social Services

325 North Salisbury Street • 2410 Mail Service Center • Raleigh, North Carolina 27699-2410
Courier # 56-20-25

Beverly Eaves Perdue, Governor
Lanier M. Cansler, Secretary

Sherry S. Bradsher, Director
(919) 733-3055

July 30, 2010

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

SUBJECT: ADDITIONAL DOMESTIC VIOLENCE SERVICES FUNDING

Effective July 1, 2010, Family Violence Prevention Services Act (FVPSA) funds have been authorized for all county departments of social services (DSS) that had expended any Temporary Assistance to Needy Families/Domestic Violence (TANF/DV) funds in SFY 2009-2010. This FVPSA funding is available only for a short term so DSS may take time to engage in planning and discussion with their local domestic violence (DV) agency in order to develop a comprehensive TANF/DV Plan and Memorandum of Understanding (MOU) for SFY 2010-2011. DSS are only able to draw down FVPSA funding for services rendered from July through September 2010. The Division anticipates authorizing the availability of TANF/DV funding by October 1, 2010.

DSS and DV agencies can utilize their SFY 2009-2010 TANF/DV Plans for the use of these FVPSA funds through September 2010. DSS and DV agencies may also amend their plans if in agreement to utilize this funding in a different strategic manner. For more specific information regarding the TANF/DV Plan and MOU, please review the TANF/DV Plan and MOU "Dear County Director" letter that was released on this date as well as a reference to the development of SFY2010-2011 plans.

As DSS and DV agencies are following or amending their SFY 2009-2010 plans, please note that there are some differences between TANF/DV and FVPSA funding. When utilizing FVPSA funds, there is no TANF eligibility requirement on the part of the client being served. Also, in addition to serving families, FVPSA funding allows for service provision to men and women who are victims of domestic violence and do not have children.

FVPSA funds require a twenty percent (20%) match share on total services costs. This local match can be in form of cash or in-kind resources. For SFY 2010-2011, the Division will assume the 20% match responsibility for these funds. **However, please note that if FVPSA funding is available for county DSS in future years, the county DSS will be required to assume the match requirement.**

Like with TANF/DV funds, DSS staff time to screen and provide a referral to a DV agency continues to be non-reimbursable. Another similarity is that the approved expenditures listed on the Guidelines for TANF/DV Funds are also the approved expenditures for FVPSA services. A continued practice is that the local domestic violence agency should provide a thorough domestic violence assessment with the client to determine the need for services. A DSS worker would continue to get a client's signature on a DSS-5027 form and provide reimbursement to the DV agency or other vendor providers for the purchase of approved services/assistance.

A **Services Information System (SIS)** manual update will provide new service codes in the near future. The service code to be utilized on the Client Entry Form (DSS-5027) and Administrative Costs Report (DSS-1571) part IV for the purchase of the service/assistance provided to the client is **353 and the program code is 20**. The service code to be utilized on the day sheet (DSS-4263) for non-reimbursable DSS staff time is **352 and the program code is N**.

There are data reporting requirements for the use of FVPSA funds in **Burke, Clay, Cleveland, Durham, Forsyth, Granville, Halifax, Harnett, Hoke, Hyde, Martin, Montgomery, Moore, Person, Pitt, Swain, Tyrrell, and Washington** counties because there is not currently a FVPSA funded DV agency in your community that would be able to continue tracking the data requirements. Attached is a spreadsheet to assist with recording these required data fields. Counties will need to communicate closely with their DV agency in order to get an accurate account of the supportive services that were provided to the clients. Save and submit the spreadsheet via email to eric.zechman@dhhs.nc.gov by **November 1, 2010**. A separate letter/invitation will be emailed to these counties encouraging the DSS and DV agencies to join a webinar event to address any data reporting requirement questions.

Any questions regarding this letter should be directed to Rick Zechman via email at eric.zechman@dhhs.nc.gov or by phone at (919) 334-1108.

Sincerely,



Charisse S. Johnson, Chief
Child Welfare Services

Attachments:

FVPSA Data Report

FVPSA Allocation through September 2010 Services

cc: Sherry Bradsher
Jack Rogers
Dean Simpson
Hank Bowers
Domestic Violence Agencies
NC Coalition Against Domestic Violence
Children's Program Representatives
Work First Program Consultants
Local Business Liaisons



North Carolina Department of Health and Human Services
Division of Social Services

325 North Salisbury Street • 2410 Mail Service Center • Raleigh, North Carolina 27699-2410

Courier # 56-20-25

Beverly Eaves Perdue, Governor
Lanier M. Cansler, Secretary

Sherry S. Bradsher, Director
(919) 733-3055

July 30, 2010

DEAR COUNTY DIRECTORS OF SOCIAL SERVICES

SUBJECT: 2010-2011 TANF/DV PLAN AND MEMORANDUM OF UNDERSTANDING

The purpose of the Temporary Assistance to Needy Families/Domestic Violence (TANF/DV) fund is to provide direct services to eligible clients and their children to promote safety and economic stability. Utilizing TANF/DV funds requires a written agreed plan between the county department of social services (DSS) and local domestic violence agency. Child Welfare and Work First policy on responding to domestic violence cases recommends that county DSS create a MOU with community agencies including local domestic violence (DV) agencies. Convening a meeting with the DV agency involving DSS staff with specific knowledge of child welfare and Work First is a wonderful opportunity to inform a written plan and MOU describing how all will work together to improve the outcomes of the families served.

Attached are Guidelines for appropriating TANF/DV funds. The list of expenditures noted in the Guidelines is not exclusive. Any appropriate expenditure that DSS and the DV agency agree on that will promote safety and economic stability for clients and children can be allowed as long as it falls within TANF Guidelines.

Also attached is a Sample TANF/DV and MOU combined plan. This serves as a guide to address not only the process and agreed use of the TANF funds but also contains several pertinent MOU strategies that highlight successful collaboration between the county DSS and the DV agency. A list of optional MOU strategies to consider is attached that all parties may discuss to include in the combined TANF/DV Plan and MOU if agreed as appropriate. All MOU strategies were developed collaboratively within the Domestic Violence and Child Welfare Committee consisting of the Division of Social Services, NC Coalition Against Domestic Violence, NC Council for Women, University partners, providers of service, and county DSS.

Counties are encouraged to be innovative in determining how to meet the needs of families. Please share the TANF/DV Plan and MOU information with staff at all levels including child welfare and Work First program staff in order to seek feedback as to any identified strengths to build on, needs to improve, as well as a means to provide some awareness of the fund and collaboration efforts.

The Plan must be received by August 30, 2010.

The Division of Social Services and the NC Council for Women will review the Plans and provide consultation and technical assistance to DSS and local DV agencies if needed. The NC Coalition Against Domestic Violence is also a resource for technical assistance or training and can be reached at www.nccadv.org or 888-232-9124. The 2010-2011 TANF/DV funding allocation for each county is attached. The Division anticipates authorizing TANF/DV funding for all counties by October 1, 2010 after the final draft TANF/DV Plan is received and reviewed.

If submitting hard copies (one original signed in *blue ink* and one copy), it must be signed by the Director or the Director's designee in blue ink for both the DSS and the DV agency. An alternative option is to submit a soft copy with an electronic signature by both agencies is sufficient.

Please submit the 2010-2011 TANF/DV Plan by **August 30, 2010** to:

(MAILING ADDRESS)

North Carolina Division of Social Services
Child Welfare Services
Attn: Rick Zechman
2410 Mail Service Center
Raleigh, NC 27699-2410

(DELIVERY ADDRESS for UPS, FEDEX & DHL)

North Carolina Division of Social Services Child Welfare Services
Attn: Rick Zechman
325 N. Salisbury Ste. 779
Raleigh, NC 27603

Email: eric.zechman@dhhs.nc.gov

Any questions regarding the TANF/DV Plan and information in this letter should be directed to Rick Zechman via email at eric.zechman@dhhs.nc.gov or by phone at (919) 334-1108.

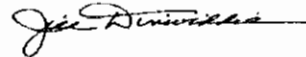
Sincerely,



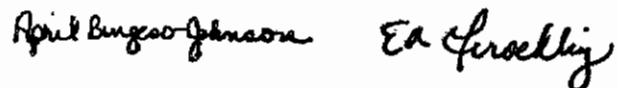
Charisse S. Johnson, Chief
Child Welfare Services



Dean Simpson, Chief
Economic & Family Services Section



Jill Dinwiddie, Executive Director
NC Council for Women



April Burgess-Johnson & Beth Froehling
Co Executive Directors
NC Coalition Against Domestic Violence

Attachments:

Sample TANF/Domestic Violence Plan and MOU

Guidelines for Temporary Assistance to Needy Families/Domestic Violence Funds

Sample Optional MOU Strategies

SFY 2011 TANF/DV Allocation Worksheet

cc: Sherry Bradsher
Jack Rogers
Sarah Barham
Dean Simpson
Hank Bowers
Domestic Violence Agencies
NC Council for Women/Domestic Violence Commission
NC Coalition Against Domestic Violence
Children's Program Representatives
Work First Program Consultants
Local Business Liaisons

EVPSA

52	Jones	\$1,214
53	Lee	\$2,646
54	Lenoir	\$818
55	Lincoln	\$3,813
56	Macon	\$1,942
57	Madison	\$2,201
58	Martin	\$1,616
59	McDowell	\$2,564
60	Mecklenburg	\$18,677
61	Mitchell	\$3,551
62	Montgomery	\$2,303
63	Moore	\$2,267
64	Nash	\$2,358
65	New Hanover	\$6,359
66	Northampton	\$1,734
67	Onslow	\$2,636
68	Orange	\$3,585
69	Pamlico	\$730
70	Pasquotank	\$2,516
71	Pender	\$2,223
72	Perquimans	\$1,723
73	Person	\$1,665
74	Pitt	\$3,724
75	Polk	\$1,344
76	Randolph	\$9,736
77	Richmond	\$1,758
78	Robeson	\$7,064
79	Rockingham	\$5,835
80	Rowan	\$3,680
81	Rutherford	\$3,090
82	Sampson	\$3,930
83	Scotland	\$3,286
85	Stokes	\$1,294
86	Surry	\$1,554
87	Swain	\$1,465
88	Transylvania	\$2,109
89	Tyrrell	\$255
90	Union	\$4,634
91	Vance	\$3,459
92	Wake	\$11,191
93	Warren	\$1,270
94	Washington	\$1,414
95	Watauga	\$1,651
96	Wayne	\$3,948
97	Wilkes	\$3,612
98	Wilson	\$3,140
99	Yadkin	\$1,402
100	Yancy	\$1,787

\$302,760

← FVPSA

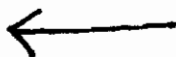
FVPSA Allocation available through September 2010 Services

1	Alamance	\$4,933
2	Alexander	\$1,980
3	Alleghany	\$950
4	Anson	\$2,353
5	Ashe	\$1,367
6	Avery	\$1,541
7	Beaufort	\$978
8	Bertie	\$1,105
9	Bladen	\$2,451
10	Brunswick	\$2,625
11	Buncombe	\$5,477
12	Burke	\$4,629
13	Cabarrus	\$3,796
14	Caldwell	\$1,325
15	Camden	\$1,211
16	Carteret	\$2,013
17	Caswell	\$1,456
18	Catawba	\$5,256
19	Chatham	\$3,705
20	Cherokee	\$2,183
21	Chowan	\$1,357
22	Clay	\$1,682
23	Cleveland	\$5,367
24	Columbus	\$3,924
25	Craven	\$2,898
26	Cumberland	\$8,490
27	Currituck	\$1,859
28	Dare	\$2,004
29	Davidson	\$3,115
30	Davie	\$1,547
31	Duplin	\$1,734
32	Durham	\$4,074
33	Edgecombe	\$3,512
34	Forsyth	\$8,491
35	Franklin	\$1,778
36	Gaston	\$4,611
37	Gates	\$1,191
38	Graham	\$1,228
39	Granville	\$1,550
40	Greene	\$1,671
41	Guilford	\$8,353
42	Halifax	\$471
43	Harnett	\$2,455
44	Haywood	\$3,513
45	Henderson	\$4,904
46	Hertford	\$1,528
47	Hoke	\$720
48	Hyde	\$1,042
49	Iredell	\$3,148
50	Jackson	\$2,151
51	Johnston	\$4,286

TAX DU

50	Jackson	\$11,176.00
51	Johnston	\$26,050.00
52	Jones	\$6,789.00
53	Lee	\$19,719.00
54	Lenoir	\$14,624.00
55	Lincoln	\$20,084.00
56	Macon	\$11,908.00
57	Madison	\$11,427.00
58	Martin	\$8,173.00
59	McDowell	\$13,816.00
60	Mecklenburg	\$140,549.00
61	Mitchell	\$24,392.00
62	Montgomery	\$17,792.00
63	Moore	\$14,709.00
64	Nash	\$25,016.00
65	New Hanover	\$38,075.00
66	Northampton	\$11,059.00
67	Onslow	\$16,250.00
68	Orange	\$20,534.00
69	Pamlico	\$7,149.00
70	Pasquotank	\$14,117.00
71	Pender	\$11,296.00
72	Perquimans	\$7,856.00
73	Person	\$10,417.00
74	Pitt	\$31,530.00
75	Polk	\$10,268.00
76	Randolph	\$82,927.00
77	Richmond	\$16,576.00
78	Robeson	\$48,492.00
79	Rockingham	\$31,980.00
80	Rowan	\$25,189.00
81	Rutherford	\$17,652.00
82	Sampson	\$20,086.00
83	Scotland	\$18,167.00
84	Stanly	\$14,741.00
85	Stokes	\$10,821.00
86	Surry	\$14,465.00
87	Swain	\$8,732.00
88	Transylvania	\$13,139.00
89	Tyrrell	\$5,141.00
90	Union	\$33,060.00
91	Vance	\$30,243.00
92	Wake	\$98,660.00
93	Warren	\$8,455.00
94	Washington	\$7,658.00
95	Watauga	\$10,125.00
96	Wayne	\$26,301.00
97	Wilkes	\$24,400.00
98	Wilson	\$21,053.00
99	Yadkin	\$8,826.00
100	Yancey	\$15,152.00

Includes \$2100 for American Indians



\$2,125,000

TANF/DV Allocation for SFY 2011

	County	SFY 2011
1	Alamance	\$30,768.00
2	Alexander	\$11,979.00
3	Alleghany	\$7,337.00
4	Anson	\$17,029.00
5	Ashe	\$9,078.00
6	Avery	\$10,547.00
7	Beaufort	\$10,421.00
8	Bertie	\$12,028.00
9	Bladen	\$14,404.00
10	Brunswick	\$17,735.00
11	Buncombe	\$40,812.00
12	Burke	\$34,806.00
13	Cabarrus	\$24,943.00
14	Caldwell	\$9,189.00
15	Camden	\$6,711.00
16	Carteret	\$12,954.00
17	Caswell	\$8,110.00
18	Catawba	\$29,779.00
19	Chatham	\$18,467.00
20	Cherokee	\$10,595.00
21	Chowan	\$8,375.00
22	Clay	\$8,996.00
23	Cleveland	\$25,667.00
24	Columbus	\$22,439.00
25	Craven	\$22,733.00
26	Cumberland	\$64,093.00
27	Currituck	\$8,262.00
28	Dare	\$10,801.00
29	Davidson	\$21,143.00
30	Davie	\$8,846.00
31	Duplin	\$13,067.00
32	Durham	\$29,409.00
33	Edgecombe	\$22,291.00
34	Forsyth	\$60,912.00
35	Franklin	\$13,612.00
36	Gaston	\$27,768.00
37	Gates	\$7,965.00
38	Graham	\$7,931.00
39	Granville	\$12,304.00
40	Greene	\$10,916.00
41	Guilford	\$93,841.00
42	Halifax	\$13,931.00
43	Harnett	\$19,389.00
44	Haywood	\$21,838.00
45	Henderson	\$24,361.00
46	Hertford	\$9,194.00
47	Hoke	\$8,492.00
48	Hyde	\$5,503.00
49	Iredell	\$26,413.00

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 417
(Central Admin. use only)

SUBJECT: VETERANS DAY CELEBRATION

DEPARTMENT: VETERANS SERVICE **PUBLIC HEARING:** No

ATTACHMENT(S):
PROCLAMATIONS

INFORMATION CONTACT:
MICHELLE MARCANO

TELEPHONE NUMBERS:

704-283-3711
704-283-3807

DEPARTMENT'S RECOMMENDED ACTION: TO ADOPT PROCLAMATIONS TO BE AWARDED AT THE VETERANS DAY CELEBRATION ON NOVEMBER 6, 2010.

BACKGROUND: In October 2002, the Union County Board of Commissioners established the Patriot Award to recognize one outstanding JROTC cadet from each of the high school programs in Union County. The recipient will be selected for demonstrating a high degree of patriotism, leadership, military bearing, scholarship and general excellence. Each high school's JROTC Senior Instructor selects a cadet to receive the Patriot Award.

FINANCIAL IMPACT: Cost to frame & medallion engraving approximately \$500.00

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11/01/2010

Action Agenda Item No. 418
(Central Admin. use only)

SUBJECT: Goose Creek/Fairfield Plantation Mediation Agreement

DEPARTMENT: Central Admin **PUBLIC HEARING:** No

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

TELEPHONE NUMBERS:
704-283-2526

DEPARTMENT'S RECOMMENDED ACTION: Authorize the County Manager to approve the settlement agreement, pending legal review.

BACKGROUND: A tentative settlement has been reached, with the terms roughed out in a mediated settlement agreement written by the mediator. However, it is understood that the parties will enter a more formal settlement agreement and this is being prepared by Trotter's attorney. The terms of the settlement are the same as those presented to you in closed session.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11/01/2010

Action Agenda Item No. 419
(Central Admin. use only)

SUBJECT: Tyler Technologies Application Service Provider Agreement

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

ATTACHMENT(S): _____ **INFORMATION CONTACT:**
Carl Lucas

TELEPHONE NUMBERS:
704-292-2520

DEPARTMENT'S RECOMMENDED ACTION: Ratify the Interim County Manager's approval of an Application Service Provider Agreement with Tyler Technologies, Inc. with a \$4,000 increase in price.

BACKGROUND: The Board of Commissioners previously authorized the Manager to approve an Application Service Provider Agreement with Tyler Technologies, Inc. in the amount of \$141,987. However, this amount did not cover the \$4,000 cost for the VPN device and installation. Because this contract had to be processed by October 31, 2010, in order to avoid a substantial pricing increase, the Interim County Manager approved the contract with the \$4,000 increase over the \$141,987 amount previously approved by the Board. The VPN device is used by the provider to establish a secure network connection between the Union County private network and the providers private network through a standard internet connection.

FINANCIAL IMPACT: an additional \$4,000 to the \$141,987 previously approved by the Board for this contract

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

2368

Party/Vendor Name: Tyler Technologies (Munis)

Party/Vendor Contact Person: Lee Horne Contact Phone: 919-871-6940 x5638

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

Address: 370 U.S. Route 1 City: Falmouth State: Maine Zip: 04105

Department: Information Systems/Finance Amount: \$47,329.00/yr (3 yr \$141987.00) + \$4,000 (VPN)

Purpose: Move Munis Financials from hosted to vendor hosted. Will eliminate the County purchasing new hardware to run the app.

Budget Code(s)(put comma between multiple codes): 105421005354

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: Carl Luca Date: 10/19/09

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: Courtney P. Peter

Approval by Manager subject to authorization by Board Date: 10/27/10

Date Board authorization requested: 11/2/09 w/ ratification on 11/1/10

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

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

Risk Manager's Signature: Debbie Daniels Date: 10/19/09

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
UNION COUNTY

OCT 27 2010

Date Received: 10/27/2010 **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.

FINANCE OFFICE

Budget Code: 11 Vendor No.: 11086 Encumbrance No.: 116051

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: 10/28/2010

CLERK

Date Received: 10/29/10 Agenda Date: 11/1/2009 Approved by Board: Yes No at meeting of _____

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: Wes Baker Date: 10/29/10

PLEASE EXPEDITE

Application Service Provider Agreement

between

**Tyler Technologies, Inc.
370 U.S. Route 1
Falmouth, Maine 04105**

and

**Union County
500 North Main Street
Monroe, NC 28112**

STATE OF NORTH CAROLINA

A G R E E M E N T

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of the 29 day of October, 2010 (Effective Date), 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 "Client" or "Licensee," and TYLER TECHNOLOGIES, INC., a Delaware Corporation, with offices at 370 U.S. Route 1, Falmouth, Maine 04105, hereinafter referred to as "Tyler" or "Licensor."

W I T N E S S E T H

WHEREAS, Client owns perpetual licenses to financial software (hereinafter "MUNIS software") it purchased from Computer Center Software, a predecessor in interest to Tyler; and

WHEREAS, Client currently hosts the MUNIS software on a Client-owned and operated server with a HP-UX operating system; and

WHEREAS, Tyler's next release of the MUNIS software to which Client is entitled will not support use of an HP-UX operating system; and

WHEREAS, Tyler has offered to serve as an application service provider for Client and host Client's MUNIS software, including any updates and releases thereto; and

WHEREAS, Client desires to contract for this application service provider service because it will relieve Client from having to purchase a new server; and

WHEREAS, the parties agree that Client will retain perpetual licenses to the MUNIS software licensed heretofore notwithstanding the execution and termination, cancellation, or non-renewal of this Agreement for application service provider 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. Tyler shall furnish the products and services described in this Agreement, and Client shall pay the prices set forth in this Agreement. Tyler shall mail invoices to Client at the following address:

Union County
Attn: Finance Director
500 N. Main St., Suite 901
Monroe, NC 28112

2. This Agreement consists of this instrument as well as the following documents which are attached and incorporated herein by this reference: Investment Summary, License Agreement for Tyler Software (hereinafter referred to as "License Agreement"), Terms and Conditions, Addendum A, Exhibit 1 – Service Level Agreement, Exhibit 2 – Adobe End User License Agreement, and Exhibit 3 – Account Reconciliation With Payee Name – Issue Input File Format – Data Transmission (File sent to bank).

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

ATTEST:

UNION COUNTY

BY: Lynn D. West
Clerk to the Board

BY: Wes Baker
Wes Baker, Interim County Manager

DATE: 10/29/10

ATTEST:

TYLER TECHNOLOGIES, INC.

BY: _____

BY: _____

Printed/Typed Name & Title

Printed/Typed Name & Title

DATE: _____

APPROVED AS TO LEGAL FORM CLP

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

[Signature]
Assistant Finance Director 10/28/2010

Section A - Investment Summary



Quoted By: Lee Horne
 Date: 10/05/2009
 Quote Expiration: 00/00/n/a
 Quote Name: ASP Flip
 Quote Number: 16459

Sales Quotation For:

Mr. Carl Lucas
 Union County
 P. O. Box 635
 Monroe, NC 28110

Phone: (704) 622-8013
 Fax: (704) 282-0121
 Email: clucas@co.union.nc.us

1 Services

Model #	Description	Quantity	Price	Extended Price	Discount	Services Total
ASP-VPN-HDW-1001	VPN Installation	1.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
Total:						Total:
\$0.00						\$4,000.00
		Total Other Services:	Total Consulting:	Total Training:	Total Conversion Services:	Total Services:
		\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00
Total Training Days: 0						Total Consulting Days: 0

2 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
ASP-LIC-CC-1001	Concurrent Users	3.00	\$25,000.00	\$75,000.00	\$0.00	\$75,000.00
FA-AC-AS-B	Accounting/GL/BG/AP - ASP - B	3.00	\$4,352.00	\$13,056.00	\$0.00	\$13,056.00
FA-PA-AS-B	Project & Grant Accounting - ASP - B	3.00	\$1,249.00	\$3,747.00	\$0.00	\$3,747.00
FA-PO-AS-B	Purchase Orders - ASP - B	3.00	\$1,665.00	\$4,995.00	\$0.00	\$4,995.00
FA-RQ-AS-B	Requisitions - ASP - B	3.00	\$1,041.00	\$3,123.00	\$0.00	\$3,123.00
HR-PM-AS-B	HR Management - ASP - B	3.00	\$2,914.00	\$8,742.00	\$0.00	\$8,742.00
HR-PR-AS-B	Payroll - ASP - B	3.00	\$4,372.00	\$13,116.00	\$0.00	\$13,116.00
OF-CRW-AS-B	MUNIS Crystal Reports - ASP - B	3.00	\$1,755.00	\$5,265.00	\$0.00	\$5,265.00
OF-MO-AS-B	MUNIS Office - ASP - B	3.00	\$1,041.00	\$3,123.00	\$0.00	\$3,123.00
RB-AR-AS-B	Accounts Receivable - ASP - B	3.00	\$1,386.00	\$4,158.00	\$0.00	\$4,158.00
TF-AC-ASP-B	Tyler Forms Processing - ASP - B	3.00	\$2,554.00	\$7,662.00	\$0.00	\$7,662.00
Total:						Total:
\$0.00						\$141,987.00

Summary

	Fees	Maintenance
Total Services	\$4,000.00	
Total Software		\$141,987.00
Summary Total	\$4,000.00	\$141,987.00

Comments

Customer Approval: _____
Print Name: _____

Date: _____
P.O. #: _____

All primary values quoted in US Dollars

LICENSE AGREEMENT FOR TYLER SOFTWARE

Now, therefore, the Tyler and Client agree as follows:

1. GRANT OF LICENSE

Client is hereby granted the limited, non-exclusive and non-transferable license and right to use the Tyler Software Products listed in the Investment Summary, any modifications and enhancements to such Tyler Software Products, any related interfaces and related documentation. Tyler agrees to extend and the Client agrees to accept a license subject to the terms and conditions contained herein for Tyler Software Products identified herein. The grant of license is contingent on Client remitting payment of fees required under a current ASP Agreement. LICENSOR HAS THE RIGHT TO REVOKE THIS LICENSE IF LICENSEE TERMINATES, CANCELS OR FAILS TO RENEW AN ASP AGREEMENT. LICENSOR HAS THE RIGHT TO REVOKE THIS LICENSE IF LICENSEE FAILS TO REMIT ANY REQUIRED ASP FEES AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE. Licensor's right of revocation shall not apply to licenses that Client licensed prior to this Agreement from Licensor or any predecessor in interest to Tyler, including but not limited to Computer Center Software or Munis.

2. LIMITED USE

The Tyler Software Products listed are licensed for use only for the internal business purposes of Client listed in this Agreement. The software products are not licensed to be used to perform functions or processing for subdivisions or entities that were not considered by Tyler when Client was placed in the categories listed in the Investment Summary.

3. CONFIDENTIALITY

The Client agrees that the Tyler Software Products are proprietary to the Tyler and have been developed as a trade secret at the Tyler's expense. The Client agrees to keep the Tyler Software Products confidential and use its best efforts to prevent any misusc, unauthorized use or unauthorized disclosures by any party of any or all of the Tyler Software Products or accompanying documentation. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

4. MODIFICATION

The Tyler Software products may be modified but such modification shall be only for the use on the Tyler's hosted computer system for which the Tyler Software Products are licensed and shall not cause the Client or anyone performing such modification to gain any proprietary or other interest in the Tyler Software Products.

5. COPIES

The Client may make copies of the Tyler Software Products for archive purposes only. The Client will repeat any proprietary notice on the copy of the Tyler Software Products. The documentation accompanying the Tyler Software Product may not be copied except for internal use.

6. WARRANTY AND LIMITATION OF WARRANTY

a) Tyler warrants that it is Tyler's intent that all Tyler Software Products to which access is provided under this Agreement will operate as described in the user manuals of Tyler, and Tyler further agrees to correct promptly and without additional charge any nonconformity that it is notified of while the Client maintains an active ASP Agreement with Tyler. The Client acknowledges that this warranty is limited to Tyler Software Products installed and used on Tyler's hosted computer system and accessed by Client. Client further acknowledges that modifications made to the Tyler Software Products by the Client will

void Tyler's warranty of the modified programs, unless specifically stated and approved in writing by Tyler. Notwithstanding anything herein to the contrary, the modifications to the Client supplied source code described in the attached Exhibit 3 in Section 12 of Addendum A are hereby approved by Tyler and shall not void any of Tyler's warranties.

b) Tyler warrants that it is authorized by the manufacturer of all software included with or used by the Tyler Software Products, listed in the Investment Summary, to grant licenses or sublicenses to such software, including but not limited to the license and rights granted in the attached Adobe End User License Agreement.

c) Tyler represents and warrants that the Tyler Software Products(s) and/or services for this Agreement are Year 2000 compliant. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if other information technology properly exchanges date/time data with it.

d) Tyler warrants that the Tyler Software Products do not infringe any United States patents or copyright held by any other person or entity.

e) Tyler shall defend, indemnify and hold harmless the Client and its officers, agents, and employees from any claim or proceedings brought against the Client, and from any costs, damages, and expenses incurred by Client, which arise as a result of any claim that is based on an assertion that the Client's use of the Tyler Software Products under this Agreement constitutes an infringement of any United States or other patent, copyright, trademark, provided that the Client notifies Tyler promptly of any such claim or proceeding and gives Tyler full and complete authority, information, and assistance to defend such claim or proceeding and further provided that Tyler shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement, provided that Tyler shall consult with the Client regarding such defense. In the event that the Tyler Software products are finally held to be infringing and its use by the Client is enjoined, Tyler shall, at its election; (1) procure for the Client the right to continue use of the Tyler Software Products; (2) modify or replace the Tyler Software Products so that it becomes non-infringing or (3) if procurement of the right to use or modification or replacement can not be completed by Tyler, terminate the access to the infringing Tyler Software Product, and upon termination, refund the ASP fees paid for the infringing software product as depreciated on a straight-line basis over a period of three (3) years with such depreciation to commence on the execution of this Agreement. Tyler shall have no liability hereunder if the Client modified the Tyler Software Products in any manner without the prior written consent of Tyler and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement. The foregoing states Tyler's entire liability, and the Client's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trademark or other property interest rights by the Tyler Software Products, or any part thereof, or use thereof.

f) Tyler's obligation for breach of warranty shall include correction or replacement of the Tyler Software Product which fails to conform to such warranty. In no event shall Tyler be liable for special, incidental, or consequential damages including any damages resulting from loss of use or access, or loss of data arising out of or in connection with the use of the Tyler Software Products or hardware products. In no event shall Tyler be liable for any breach of warranty unless notice thereof is given to Tyler within the period covered by an active ASP Agreement or extension thereof.

g) THE WARRANTIES CONTAINED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION. THE EXPRESSED WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATIONS OR LIABILITIES SHALL ARISE OUT

OF, THE RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE TYLER SOFTWARE PRODUCTS LISTED IN THE INVESTMENT SUMMARY.

TERMS AND CONDITIONS

1. LICENSES

Ownership of the software products, any modifications and enhancements to such software products and any related interfaces listed in the Investment Summary shall remain with Tyler, and Tyler grants limited License to the Client to use these products according to the Licensing Agreement herein.

2. PRICE

The three-year financial obligation of the Client to Tyler for the software products and services listed in the Investment Summary herein shall be as outlined in Addendum A of the Agreement. The price shall be payable by the Client to Tyler as provided in Section 3 hereof. All applicable sales tax, use tax or excise tax shall be paid by the Client to Tyler on demand in the event that Tyler is responsible or demand is made on Tyler for the payment thereof. If tax exempt, Client must provide Tyler with its tax exempt number or form.

Services utilized in excess of those specified in this Agreement and additional related services not specified in this Agreement will be billed at the then current rate for the service as they are incurred. Any modifications or adjustments to the financial obligation of the Client shall be effective only if contained in a written amendment to this Agreement signed by both parties.

3. PAYMENT

Client will remit to Tyler ASP fees in accordance with the terms and provisions found in Addendum A of this Agreement. Tyler will invoice Client in accordance with the terms of Addendum A of this Agreement. Until notified otherwise, Tyler shall mail invoices to the attention of the person identified on page 2 of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice.

CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE HOSTED APPLICATIONS LISTED IN THE INVESTMENT SUMMARY IS CONTINGENT ON CLIENT'S PAYMENT OF ASP FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED ASP FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, TYLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY ACCESS TO THE HOSTED APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE, AND CLIENT'S FAILURE TO REMIT THE AMOUNT IN ARREARS DURING THAT THIRTY (30) DAY NOTICE PERIOD.

4. LIMITATION OF LIABILITY

In no event, shall Tyler be liable for damages in excess of one and one half (1.5) times the fees identified in the Investment Summary and paid by Client pursuant this Agreement. In no event shall Tyler be liable for special, incidental, or consequential damages including any damages resulting from loss of use or access, or loss of data arising out of or in connection with the use of the Tyler Software Products or hardware products. With the exception of Tyler's indemnification of Client in Section 6(e) of the License Agreement, this limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

5. CONFIDENTIALITY

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any

confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. Confidential information shall include but is not limited to the data Client stores on the ASP. Notwithstanding anything in this Agreement to the contrary, Tyler acknowledges that Client is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act, and that this Agreement including all documents incorporated by reference, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying. Any specific information that is claimed by Tyler to be confidential or proprietary must be clearly identified as such by Tyler. To the extent consistent with the Public Records Act, Client shall maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view Tyler's proprietary information, Client will timely notify Tyler of the request and of the date that such records will be released to the requester unless Tyler obtains a court order enjoining that disclosure. If Tyler fails to obtain the court order enjoining disclosure, Client will release the requested information on the date specified.

The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

6. RESOLUTION OF DISPUTES

In the event of disputes pertaining to performance levels, upon Tyler's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. Tyler shall perform according to the problem resolution plan and shall be responsible for updating any hardware on Tyler's site or taking additional action within Tyler's control to reach the agreed upon performance level. In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall first be referred to non-binding mediation. In the event that both parties cannot agree through mediation, each party shall retain the right to pursue other remedies available at law or equity or otherwise available pursuant to this Agreement.

7. TERMINATION, CANCELLATION OR MODIFICATION

This Agreement may not be terminated, canceled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that Client licensed prior to this Agreement shall remain with Client under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and Client's access to the licensed applications shall be denied. In the event of termination or cancellation, Client will be responsible for payments made by Tyler, or payments due from Tyler, to any third parties for the purchase of Systems software, other third party software or hardware delivered to Client's site as of the date of termination or cancellation.

8. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

9. NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the following addresses or other such address or addresses as to which a party shall have notified the other party in accordance with this Section:

If to Tyler Technologies, Inc.:

If to Client:

Contracts Manager
Tyler Technologies Inc.
370 U.S. Route One
Falmouth, ME 04105

County Manager
500 North Main Street
Suite 918
Monroe, NC 28112

w/ copy to Information Systems Director
500 North Main Street
Suite 843
Monroe, NC 28112

10. NO INTENDED THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of Tyler and Client. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

11. ENTIRE AGREEMENT

This Agreement represents the entire agreement of Client and Tyler with respect to the hardware and software products and related services and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Client's State of domicile.

ADDENDUM A

The following are clarifications and/or modifications to the License Agreement and to the Terms and Conditions. In the event of a conflict between Addendum A and the License Agreement or the Terms and Conditions, Addendum A shall prevail.

1. The term of this Application Service Provider (“ASP”) Agreement shall be October 1, 2010 through September 30, 2013 (“Term”). Client is hereby granted the option to renew this Agreement for one additional three (3) year term (the “Renewal Term”), commencing October 1, 2013, provided that notice of exercise of said option is given by Client to Tyler at least sixty (60) days prior to the expiration of the original term. All terms, covenants, and provisions of this Agreement shall be applicable to the Renewal Term except that Tyler may increase its ASP fees for the Renewal Term by an amount not to exceed five percent (5%) of the ASP fees for the original Term.
2. The financial obligation of the Client to Tyler for the software products and services listed in the Investment Summary herein (\$145,987) shall be payable as follows:
 - a. VPN Device and Installation Fee (\$4,000) will be invoiced following its successful installation; and
 - b. Within twenty (20) days of the parties’ mutual execution of this Agreement, and on or before the first day in each subsequent quarter until the end of the Term (January 1, April 1, July 1, October 1), Client will remit to Tyler quarterly ASP fees in the amount of \$11,832.25. Notwithstanding the foregoing, Client may have an additional two (2) weeks to remit 4th quarter (those payments due on or before July 1) quarterly ASP payments during the Term. Tyler will provide Client’s Finance Department with a quarterly invoice at least thirty (30) days in advance of each date that a quarterly ASP fee is due.
 - c. All payments shall be due within thirty (30) days of Client’s Finance Department’s receipt of an accurate invoice.
3. Prices do not include travel expenses incurred in accordance with the provisions in this Section 3. All travel expenses must be pre-approved in writing by the Union County Information Systems Director and the Union County Finance Director before travel expenses may be incurred. Client shall have no obligation to reimburse Tyler for travel expenses that were not pre-approved as herein provided.
4. Prices include two environments and three databases: test, training, and production.
5. The Concurrent User fee is based on Twenty Five (25) concurrent users. Concurrent users are the users logged into Client’s ASP system at the same time. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the Concurrent User Fee based upon any resulting changes in the pricing categories. Any increase in the Concurrent User Fee would only be up to the number of concurrent users regularly using the system (in single user increments), and would not exceed \$1,000 per year per

additional concurrent user during the initial three (3)-year Term. Prior to exercising its right to re-negotiate the Concurrent User Fee, Tyler shall provide Client with written notice that Client has exceeded its number of concurrent users (25), and shall provide Client with a thirty (30) day cure period. Tyler's written notice shall include reports showing when the use exceeded this cap, and by whom. If Client fails to cure its excess of concurrent users within this thirty (30) day cure period, Tyler shall have the right to re-negotiate the Concurrent User fee, which new fee shall only be effective for subsequent quarters.

6. Tyler will provide ASP Services in accordance with the Service Level Agreement attached hereto as Exhibit 1.
7. As long as this Agreement is in effect, its terms and provisions shall govern with respect to the products listed in Section A-Investment Summary of this Agreement. If, however, this Agreement is terminated or is otherwise cancelled or expires, then the terms and provisions of the agreement, dated February 19th, 1996, between Computer Center Software (predecessor in interest to Tyler) and Union County (the "1996 Agreement") shall not be affected or superseded by this Agreement, and shall continue in the same manner and degree that they would have had the parties not entered into this Agreement. The foregoing notwithstanding, the Client continues to maintain the same license rights granted in the 1996 Agreement as well as in any other agreement between the parties, including but not limited to agreements between Client and any predecessors in interest to Tyler.
8. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.
9. Back up log detail will be sent to Client on a quarterly basis during the Term of this Agreement as well as at the conclusion (whether through expiration or termination) of this Agreement.
10. Tyler will configure a test database and make such database available to Client. Provided this Agreement is signed by Client and returned to Tyler on or before November 1, 2010, and provided that Client timely complies with reasonable requests for information from Tyler after such execution, Tyler will make this test database available to Client beginning December 1, 2010. For the following thirty (30) days (the "Testing Period"), the Client has the right to terminate this Agreement with such termination effective upon Tyler's receipt of written notice of intent to terminate in the event the Client experiences unsatisfactory VPN or overall speed of processing performance issues. Such termination shall be conducted in accord with the following conditions:
 - a. Prior to termination, both parties work in good faith to cure the identified deficiencies;
 - b. Client, upon termination, has the right to resume self hosting the applications listed in the Investment Summary.

11. In the event the Client wishes to resume self-hosting of the Tyler Software products, the Client will be responsible for paying any fees required by 3rd party software and/or hardware product providers to effect such self hosting.
12. Client will provide Tyler with Client's 4GL Accounts Payable and Payroll Positive Pay source code so that Tyler can modify such code to enable the creation of Accounts Payable and Payroll Positive Pay files for Client's banking institutions during the term of this Agreement in accordance with Exhibit 3, attached and incorporated herein by reference. Union County sends the bank two files in ASCII format. One file is for payroll and the other file is for accounts payable. Both files sent utilize the enhanced positive pay layout shown in Exhibit 3. Should Client's banking institutions subsequently make changes to the file layout requiring modification of the previously supplied code to maintain the positive pay files referenced herein, Tyler will perform such modification after request by the Client and at then-current development rates. The foregoing notwithstanding, Tyler reserves the right to make changes to the database structure within the Application Service Provider environment provided, however, such changes shall not prevent Client from continuing to use the positive pay files as described herein.
13. In the event that Client wishes to resume self-hosting of the Tyler Software Products, Tyler agrees that it will not charge Client any penalties or premiums for services or products purchased from Tyler by Client. This section shall not, however, prevent Tyler from charging Client for purchased services or products at the then-current standard Maintenance and/or Services fees being charged to other similarly situated Tyler Clients.
14. Client may terminate this Agreement at any time and for any reason by giving at least thirty (30) days advance written notice. Such termination shall be effective upon the conclusion of the thirty (30) day notice period. Client shall pay for all products delivered, services provided, and any expenses incurred pursuant to the terms of this Agreement before the date of Client's written notice provided pursuant to this section.
15. Tyler shall indemnify and hold harmless Client and its agents, officials and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Tyler's negligence or willful misconduct.
16. Client shall indemnify and hold harmless Tyler and its agents, officials and employees from and against any and all direct claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) for personal injury or property damage arising from Client's negligence or willful misconduct except to the extent that Client is prohibited from indemnifying Tyler by applicable law.

17. Within five (5) business days of the termination or non-renewal of this Agreement, and after receipt of Notice from Client of such termination or non-renewal, Tyler agrees to provide Client with the following:
 - a. The version of the Tyler Software Products in the ASP Agreement when the Agreement Term ended; and
 - b. A copy of the production software version Client is using within the ASP; and
 - c. Client data then residing in the hosted environment in ASCII format (or other mutually agreeable format).

18. On a monthly basis and within five (5) business days of the end of the agreement (regardless of whether the end is by virtue of termination, cancellation or non-renewal), Tyler will provide Client via Tyler's secure FTP server a copy of Client's database. It is the Client's responsibility to obtain such copy it and notify Tyler in the event the transfer fails. Also, upon execution of this Agreement, Tyler shall make available to Client for download and local storage, the current version of the Tyler Software Products which the Client is then using via the ASP services pursuant to this Agreement, and a copy of the production software version that Client is then using within the ASP environment. Throughout the term of this Agreement, as updates to these versions become available, Tyler shall make any such update available to Client for download and local storage upon Client request. Tyler's right of license revocation described in Section 1, Grant of License, of the License Agreement, and the license termination provisions in Section 7, Termination, Cancellation or Modification, of the Terms and Conditions shall not apply to, negate, or in any way affect the requirements and provisions set forth in Sections 17 and 18 of this Addendum A.

19. Tyler shall maintain the security and disaster recovery measures, safeguards, practices, and policies as represented by Tyler to Client prior to execution of this Agreement to protect the data that Client transmits, accesses, uses, or stores pursuant to this Agreement. Tyler has the right to modify such security and disaster recovery measures, safeguards, practices, and policies, provided that such modifications do not result in a level of protection lower than industry standard with respect to the data that Client transmits, accesses, uses, or stores pursuant to this Agreement. Client, at its own expense, may request a test of ASP Disaster Recovery facilities on an annual basis. Upon request from Client from time to time, Tyler shall provide Client and/or Client's auditors with reasonable access during normal business hours to audit Tyler's security and disaster recovery measures, practices, and policies. If Tyler knows or has reason to suspect that there may have been unauthorized disclosure or access of Client's data, Tyler shall immediately notify Client's Finance Director of such knowledge or suspicion, the details surrounding such suspected or known disclosure or access, and the steps Tyler is taking to prevent any further unauthorized disclosure or access. When notified in writing to do so by the Client following the termination or cancellation of this Agreement, Tyler shall completely purge its systems, facilities, etc. of all of the data stored by Client pursuant to this Agreement, and none of Client's data will be retained by Tyler following this purging. This requirement to purge shall not apply to Client information, if any,

contained in backup tapes or files that Tyler maintains pursuant to this Agreement. The provisions in this section shall survive the termination or cancellation of this Agreement.

20. At no additional cost to Client, and provided that Client makes payment in accord with section 2(b) of this Addendum A, for the period beginning October 1, 2010 and continuing until Client completes its testing of the ASP Test Database and begins using the ASP Production Database, Tyler shall provide the same support services Tyler provided to Client during the period beginning October 1, 2009 and ending September 30, 2010. These services are listed below:

SUPPORT & UPDATE LICENSING – ACCOUNTS RECEIVABLE
SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP
SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS
SUPPORT & UPDATE LICENSING – HUMAN RESOURCES
MANAGEMENT
SUPPORT & UPDATE LICENSING – MUNIS OFFICE
SUPPORT & UPDATE LICENSING – PAYROLL
SUPPORT & UPDATE LICENSING – PROJECT ACCOUNTING
SUPPORT & UPDATE LICENSING – PURCHASE ORDERS
SUPPORT & UPDATE LICENSING – REQUISITIONS
TYLER FORM PROCESSING SUPPORT
GUI SUPPORT
TYLER DEVELOPMENT CLIENT ACCESS MAINTENANCE
OPERATING SYSTEM DATABASE ADMINISTRATIVE SUPPORT

These services are also indicated in invoices dated September 8, 2010 and issued to Client for the period beginning October 1, 2010 through September 30, 2011 (Invoice No. 35348, Invoice No. 35351, and Invoice No. 35347). Tyler agrees that said invoices are void, and that Client does not owe any of the amounts described by these invoices. In addition, Tyler agrees that an additional invoice issued to Client dated September 8, 2010 (Invoice No. 35350) is void, and that Client does not owe Tyler any of the amounts described by such invoice.

Exhibit 1

SERVICE LEVEL AGREEMENT

I. Service Levels

Service levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

A. Definitions

When used in this section the following shall mean:

Application shall mean Application Services.

Business Day shall mean Monday through Friday excluding Tyler holidays.

Business Hours shall mean 8:00 a.m. – 6:00 p.m. (EST) on Business Days.

EST shall mean Eastern Standard Time and, where applicable, Eastern Daylight Savings Time.

OSDBA shall mean Operating System and Data Base Administration of Tyler

ISP shall mean Internet Service Provider.

B. Service to the Client

The following service levels apply to ASP Operations Support. Application support calls are handled by the Application Support Teams. All service levels are based on attainment rates shown below and calculated on a quarterly basis on the following summary chart and explanations following.

SUMMARY CHART

Service Type	Time	Attainment
Application Availability - Green	6:00 a.m. to 9:00 p.m. EST Mon-Fri 6:00 a.m. to 3:00 p.m. EST Sat	99%
Application Availability – Yellow	9:00 p.m. to 12:00 a.m. EST Mon – Fri 3:00 p.m. to 12:00 a.m. EST Sat 8:00 a.m. to 12:00 p.m. EST Sun 6:00 p.m. to 12:00 a.m. EST Sun	No SLA
Application Availability – Red	12:00 a.m. to 6:00 a.m. EST Mon – Sun 12:00 p.m. to 6:00 p.m. EST Sun	No SLA
Adding/Changing User Access or Printer	Request by noon: same day before 9:00 p.m. Request by noon: by noon next business day Request after noon; by noon next business day Request by noon: next business day before 9:00 p.m.	90% 100% 90% 100%
Data or File Restoration	Next Business Day Second Business Day	95% 100%
Synchronization of “live” and “test” databases	Next Business Day	95%
New Release/Update Testing Period	10 Business Days	95%
VPN Appliance Repair	Next Business Day	95%
Support Call Response	By Severity Level Level 0 2 Business Hours Level 1 4 Business Hours Level 2 8 Business Hours Level 3 12 Business Hours	80%
Support Call Response for Escalated Issues	By Severity Level Level 0 1 Business Hours Level 0 2 Business Hours	90% 100%

	Level 1 4 Business Hours	100%
	Level 2 8 Business Hours	100%
	Level 3 12 Business Hours	100%
File Back-up	Nightly	95%

Explanations

1. Application Availability:

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. Tyler reserves the right to use this time for scheduled maintenance, repairs that require a longer window of downtime, scheduled testing. 24-hour advance user notification will be given when possible.

Red time: System is not available. Reserved for backups and routine maintenance.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total green minutes in a quarter to determine % of goal in the above summary chart. All percentage calculations shall be rounded to the lowest whole number.

Exclusions: Red Time. Yellow time.

Target is 99% attainment.

If actual attainment is 98-97%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 96-94%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 94%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

2. Adding/Changing User Access or Printer:

A request to add or change a user or printer must be made through the Tyler support department. All requests / issues should be logged by calling the OSDBA team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be

used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the OSDBA team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 90% within guidelines specified above:

If actual attainment is 89-88%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 87-85%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 85%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if in the quarter immediately following the correction Tyler does not attain that service level, the credits that would normally be due will be doubled.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler

of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

3. Data or File Restoration:

Data that may be restored include the complete database, files in the user's home directory and spool files.

A request to restore spool file must be made through the Tyler support department and must include the user name, exact file name and date when file may be found. A request to restore a database must be made through the Tyler Support Department and must be made only by the Client's authorized personnel. A list of such will be provided by the Client signed by the Comptroller or Director of Information Technology Department. All requests / issues should be logged by calling the OSDBA team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls. A list of personnel with authority to make specific requests, other than relating to the database, will also be provided by the Client's authorized representative.

Measurements: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Service levels exclude files that are older than 20 business days. Requests that are not made through the OSDBA team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 95% attainment:

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

4. Data Synchronization in the Test Database:

Tyler shall maintain two databases containing the Client data: Production Database and Test Database. Tyler shall synchronize the Test Database upon request of the Client. There shall be no limit to such requests. However, it is understood that all users must be off of the system during such synchronization.

A request to synchronize the test database must be made through the Tyler support department. All requests / issues should be logged by calling the OSDBA team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the OSDBA team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

5. New Release/Update Testing Period:

Tyler shall load its new releases into the training database prior to Production. These releases shall remain in the training environment for a minimum of ten business days. Tyler shall develop and publish a migration plan for each release for each site. Tyler shall discuss any changes to the plan with Client.

Client agrees to devote time and resources to testing new release to remain no more than two releases behind.

Measurement: A date stamp is created when the program directory for training is updated. This will be compared to the requested date for migration to production.

Exclusions: Individual programs that have been requested to fix a "bug" or add functionality for a site may be moved from training to production at the Client's request.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

6. VPN Appliance Repair:

Client's data is encrypted using a Nortel Contivity 1010. This is a piece of hardware that is installed on Client's network to create a virtual private network. If the appliance should fail, we have guaranteed 4-hour response from the vendor. Should a new device be required during the reconfiguration of the Client's network by the Client, if we are notified by 6PM EST, a preconfigured device can be sent via overnight mail.

A hardware failure notice must be made through the Tyler support department. All requests / issues should be logged by calling the OSDBA team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the OSDBA team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

7. Support Call Response:

Definition of Severities:

- 0 Critical Issue – Tyler is down
- 1 Severe issue, but there is a work around
- 2 Important issue – not severe
- 3 Lowest priority

All requests / issues should be logged by calling support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Currently you would press 3 for support, then you would press one of the following numbers based on Client's need:

Application Teams:

- 1 Financials

- This includes general ledger, budget, project accounting, fixed assets, accounts payable, purchase orders, requisitions, bids and quotes.
- 2 Payroll, personnel, applicant tracking
- 3 Tax
- This team also handles any accounts receivable or general billing questions.
- 4 Utility Billing
- This team also handles any accounts receivable or general billing questions.

Operating System / Database:

- 5 OSDBA
- This would cover any non-application requests such as setting up new users or printers, scheduling a refresh of Client’s test database or restoration of Client’s file.

You may press 0 at any time and be transferred to the operator. The Operator phone is answered by a receptionist between the hours of 8:00 AM and 6:00 PM EST

Escalation Procedure:

If you need to escalate a reported problem, please page/call the following people in the order shown:

Name	Title	Business Phone	Cell Phone
	Receptionist	800-772-2260	
On-Call Support:			
Tom Lowrie	OS/DB Administrator	ext 4126	207-831-5218
John MacVane	Network Engineer	ext 4181	207-671-8347
John Hill	Manager, ASP Operations	ext 4467	207-712-3765
Danelle Daley	VP, ASP Operations & Implementation - LFD	ext 4456	207-229-2688
CJ McCarron	VP, Support - Large Financial Division	ext 4124	
Dick Peterson	President - Large Financial Division	ext 4102	
Jim Hurley	VP, Sales - Large Financial Division	ext 4108	

Exclusions: Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Holiday Schedule:

Tyler will observe the following Holiday schedule. If assistance is required on a published holiday, 30 days advance notice must be given.

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Target is 80% within guidelines specified above.

If actual attainment is 79-78%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 77-75%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 75%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

8. Support Call Response for Escalated Issues:

After call is placed according to the procedures described in service level 7. Support Call Response, the Client may make an additional call to Tyler' receptionist to have the receptionist page the ASP department.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Where target is 90%:

If actual attainment is 89-88%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 87-85%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 85%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

Where target is 100%:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

9. Data or File Back-Up:

Nightly backups of the following files will be completed: live database, training database, home directories, and spool directories.

Back-up media will be cycled off-site nightly to a fireproof vault.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

C. Telecommunications

Tyler is constantly measuring the speed of its network to ensure the highest level of data delivery and efficiency. At the time of execution of this Agreement, the levels in this section can not be provided by Tyler because the commitments of the Client's ISP are not known. When the Client is able to receive commitments regarding such levels from an ISP provider, Tyler and the Client will mutually agree upon the service levels in this section which shall be inserted herein and initialed by the parties.

Service	Level	Goal
Latency	Xms or less (Site specific)	90%
Packet Delivery	X% or greater (Site specific)	90%

1. Latency:

Speed is measured from the ASP network through the encryption equipment to the CLIENT VPN device.

Measurement: Data will be collected every 10 minutes during green time. Quarterly statistics will be derived from all readings taken during the quarter.

Goal: Total roundtrip latency readings of Xms or less will be divided by total readings for the quarter.

Exclusions: Delays due to customer network(s) or ISP.

2. Packet Delivery:

Packet delivery statistics will be gathered in the same manner as the latency statistics.

Goal: Packet delivery of X% or greater between the ASP server and the customer VPN.

Exclusions: Delays due to customer network(s) or ISP.

II. Force Majeure

Failure to meet service levels caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delays reasonably deemed to be beyond Tyler' control will be recognized by Client. Tyler may be relieved of responsibility of meeting service levels as stipulated in this SLA upon Tyler' filing with Client just and true statements requesting that such failure to meet the service levels, signed by Tyler and giving in detail all the essential circumstances which, justify such action under the provisions of this section by Client and are reasonably acceptable to the Client.

Exhibit 2

Adobe End User License Agreement

ADOBE SYSTEMS INCORPORATED
ADOBE CENTRAL OUTPUT SOFTWARE
Software License Agreement

NOTICE TO USER: THIS LICENSE AGREEMENT GOVERNS INSTALLATION AND USE OF THE ADOBE SOFTWARE DESCRIBED HEREIN BY LICENSEES OF SUCH SOFTWARE. INSTALLATION AND USE OF THE SOFTWARE IS NOT PERMITTED UNLESS ADOBE HAS GRANTED LICENSEE THE RIGHT TO DO SO AS SEPARATELY PROVIDED IN WRITING BY ADOBE. LICENSEE AGREES THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. BY CLICKING TO ACKNOWLEDGE AGREEMENT TO BE BOUND DURING REVIEW OF AN ELECTRONIC VERSION OF THIS LICENSE, OR DOWNLOADING, COPYING, INSTALLING OR USING THE SOFTWARE, LICENSEE ACCEPTS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST ANY PERSON OR ENTITY THAT INSTALLS AND USES THE SOFTWARE AND ANY PERSON OR ENTITY (E.G., SYSTEM INTEGRATOR, CONSULTANT OR CONTRACTOR) THAT INSTALLS OR USES THE SOFTWARE ON ANOTHER PERSON'S OR ENTITY'S BEHALF.

LICENSEE'S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS IN A SEPARATE WRITTEN AGREEMENT WITH ADOBE THAT SUPPLEMENTS OR SUPERSEDES ALL OR PORTIONS OF THIS AGREEMENT.

1. Definitions

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1.2 "Authorized Users" means employees and individual contractors (i.e., temporary employees) of Licensee.

1.3 "Computer" means one or more central processing units ("CPU") in a hardware device (including hardware devices accessed by multiple users through a network ("Server")) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

1.4 "Deliver" means to transmit data directly or indirectly over a network to a printing device or any other device for the purpose of printing.

1.5 "Development Software" means Software licensed for use in a technical environment solely for internal development and testing and not for use as Production Software.

1.6 "Disaster Recovery Environment" means Licensee's technical environment designed solely to allow Licensee to respond to an interruption in service due to an event beyond Licensee's control that creates an inability on Licensee's part to provide critical business functions for a material period of time.

1.7 "Documentation" means the user manuals and/or technical publications as applicable, relating to installation, use and administration of the Software.

1.8 "Internal Network" means Licensee's private, proprietary network resource accessible only by Authorized Users. "Internal Network" specifically excludes the Internet (as such term is commonly defined) or any other network community open to the public, including membership or subscription driven groups, associations or similar organizations. Connection by secure links such as VPN or dial up to Licensee's Internal Network for the purpose of allowing Authorized Users to use the Software should be deemed use over an Internal Network.

1.9 "License Metric" means each of the per-unit metrics used by Adobe in connection with the licensed quantities identified as separately provided in writing by Adobe to describe the scope of Licensee's right to use the Software. One or more of the following types of License Metrics applies to each Software Product as further provided herein:

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(c) Per-Server. The total number of Servers on which the Software is installed may not exceed the licensed quantity of Servers.

1.10 "Location" means a specific building or physical location as identified by its unique street address.

1.11 "Production Software" means Software licensed for productive business use.

1.12 "SDK Components" means the sample software code, application programming interface, header files and related information, and the file format specifications, if any, included as part of the Software as described in the Documentation or a "Read Me" file accompanying the applicable Software.

1.13 "Software" means the object code version of the software program(s) specified in a separate written agreement signed by Adobe, including all Documentation and other materials provided by Adobe to Licensee under this Agreement. The term "Software Product" may also be used to indicate a particular product, and otherwise has the same meaning as Software.

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2.2 SDK Components. Licensee's Authorized Users may install and use the SDK Components for purposes of facilitating use of the Software in accordance with this Agreement. Licensee agrees that Licensee will treat the API Information with the same degree of care to prevent unauthorized disclosure to anyone other than Authorized Users as Licensee accords to Licensee's own confidential information, but in no event less than reasonable care. Licensee's obligations under this Section 2.2 with respect to the API Information shall terminate when Licensee can document that the API Information was in the public domain at or subsequent to the time it was communicated to Licensee by Adobe through no fault of Licensee's. Licensee may also disclose the API Information in response to a valid order by a court or other governmental body, when otherwise required by law, or when necessary to establish the rights of either party under this Agreement, provided Licensee gives Adobe advance written notice thereof.

2.3 Backup and Disaster Recover. Licensee may make and install a reasonable number of copies of the Software for backup and archival purposes and use such copies solely in the event that the primary copy has failed or is destroyed, but in no event may Licensee use such copies concurrently with Production Software or Development Software. Licensee may also install copies of the Software in a Disaster Recovery Environment for use solely in disaster recovery and not for production, development, evaluation or testing purposes other than to ensure that the Software is capable of replacing the primary usage of the Software in case of a disaster.

2.4 Documentation. Licensee may make copies of the Documentation for use by Authorized Users in connection with use of the Software in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that Licensee makes must contain the same copyright and other proprietary notices that appear on or in the Documentation.

2.5 Outsourcing. Licensee may sub-license use of the Software to a third party outsourcing or facilities management contractor to operate the Software on Licensee's behalf, provided that (a) Licensee provides Adobe with prior written notice; (b) Licensee is responsible for ensuring that any such contractor agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the Software on the same basis as applies to Licensee; (c) such use is only in relation to Licensee's direct beneficial business purposes as restricted herein; (d) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (e) Licensee shall remain fully liable for any and all acts or omissions by the contractor related to this Agreement.

2.6 Font Software. If the Software includes font software, then Licensee may (a) use the font software on Licensee's Computers in connection with Licensee's use of the Software as permitted under this Agreement; (b) output such font software on any output devices connected to Licensee's Computers; (c) convert and install the font software into another format for use in other environments provided that use of the converted font software may not be distributed or transferred for any purpose except in accordance with the transfer section in this Agreement; and (d) embed copies of the font software into Licensee's electronic documents for the purpose of printing and viewing the document, provided that if the font software Licensee is embedding is identified as "licensed for editable embedding" on Adobe's website at <http://www.adobe.com/type/browser/legal/embeddingeula.html>, Licensee may also embed copies of that font software for the additional limited purpose of editing Licensee's electronic documents.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.
ERP and School Division

Union County

By: _____

By: Wes Baker

Name: _____

Name: Wes Baker

Title: _____

Title: Interim County Mgr.

Date: _____

Date: 10/29/10

APPROVED AS TO LEGAL FORM CPR

Exhibit 3 - Account Reconciliation With Payee Name - Issue Input File Format - Data Transmission (File sent to bank)

<input type="checkbox"/> Stornet Name	Account Number	Date
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To ensure accurate implementation and/or timely revision, please supply the desired information and return to your Treasury Sales Officer within 10 days.

REQUIRED FILE SPECIFICATIONS

File type (check one) <input type="checkbox"/> ASCII <input type="checkbox"/> EBCDIC	Record Length 150	
Data Field Content Character Only All numeric fields are Right Justified Zero Filled (RJ/ZF).		

HEADER RECORD FORMAT

The use of a Header Record must precede all Detail Records for this and each subsequent account.

On stacked accounts Header Records are required and must precede all Detail Records for this and each subsequent account.

Position	Field Description	Field Size	Type
01-20	RECONCILIATIONHEADER (literal)	20	Alpha
21-24	Bank Number <small>D(+ 0052, FI - 0003, 1) A + 000.5, MD + 0014, NC - 0001, SC - 0004 TN - 0006, VA - 0007 rt -txr21.QL-0040.tA NY NJ - 0075</small>	04	Numeric (R.I/ZF)
25-37	Account Number	13	Numeric (R.T/ZF)
38-49	Total Dollar Amount of File or all Zeros (without the decimal point)	12	Numeric (RPM')
50-54	Total Item Count of File or all Zeros (without the commas)	05	Numeric (R.I/ZF)
55-150	Filler (check one) zero <input type="checkbox"/> blank	96	Alphanumeric

DETAIL RECORD

All standards are assumed unless otherwise indicated.

Position	Std.	Other	Field Description	Max. Field Size	Type	
01-13		n/a	Account Number	13	n/a	Numeric (R.UZF)
14-23			Check Serial Number	10		Numeric (R.UZF)
24-33			Check Amount (without the decimal point)	10		Numeric (R.I/ZF)
34-41			Issue Date (YYVYMMDD-std.)	8		Numeric
42		n/a	Void Indicator (V-std.) Other [extent X or -	01	n/a	Alphanumeric
43-72			Additional Data (SSN, payee name, etc.)"Please note important point below	30		Alphanumeric
73-80		n/a	Filler (check one) zero blank	8	n/a	Alphanumeric
81-130		n/a	Payee Name for Payee Match (Field is Required Field for PMPP)	50	n/a	Alphanumeric
131-150			Filler (check one) <input type="checkbox"/> <input type="checkbox"/> blank	20		Alphanumeric

To ensure the most expedient return of your reconciliation information, checks and bank statement, please transmit your input files immediately after checks are written.

For information to appear on paper ARP reports use first 15 characters only; for ARP CD's or Data Transmissions, 30 characters are available.

For technical assistance, please call your Customer Service Representative at 1-800-3862, option 3.	Format Approved: <hr/> Customer Signature _____ Date _____ <hr/> Customer Technical Contact (please print) _____ Phone _____
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**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 1, 2010

Action Agenda Item No. 4/10
(Central Admin. use only)

SUBJECT: Dodge City CDBG Grant - Language Access Plan

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Language Access Plan

INFORMATION CONTACT:
Ed Goscicki

TELEPHONE NUMBERS:
704-296-4212

DEPARTMENT'S RECOMMENDED ACTION: Accept the Language Access Plan with authorization for staff to modify the plan and add information to the plan as may be necessary for completion

BACKGROUND: As the Board is aware, we have been awarded a \$225,434 CDBG Grant for the construction of water lines to serve the Dodge City community. As a part of that process the Department of Commerce must authorize the "Release of Funds" before the project can be bid and constructed. We received notice from our Grant administrator (Centralina Council of Governments) that the County must submit a "Language Access Plan" which must be adopted by the board and submitted to DCA prior to release of funds. The Language Access Plan (LAP) is a policy which ensures appropriate communication for Spanish speaking individuals and other non-English speaking individuals. The plan requires that program notices be advertised in both Spanish and English and that interpreters are available for translation (if needed).

Included in your Agenda Package is the Draft Language Access Plan, which still needs some information added to complete the plan. Therefore we are requesting that the BOCC accept the Draft Language Access Plan with authorization for staff to modify the plan and add information to the plan as may be necessary for completion

FINANCIAL IMPACT: Loss of the \$225,434 CDBG Grant if the plan is not adopted

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

Language Access Plan

4-1

Union County

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

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

This policy and plan is effective September 30, 2010.

I. Scope of Policy

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

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

II. Definitions

- A. Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.
- B. Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require

a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

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

III. Providing Notice to LEP Individuals

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

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

Name: Lynn West
Telephone Number: 704-283-3810
Office Address: 500 North Main Street, Monroe, NC 28112

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

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

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

- C. The agency will include statements of the right to free language assistance in Spanish and other significant languages in all outreach material that is routinely disseminated to the public (including electronic text).

- D. The agency will also disseminate information in the following manner:

Dissemination of pamphlets explaining the rights in this policy.

IV. Provision of Services to LEP Applicants/Recipients

A. Assessing Linguistic Needs of Potential Applicants and Recipients

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

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

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

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

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

3. Determining the Language Needs of Each Applicant/Recipient

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

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

Check all methods that will be used:

- multi-language identification cards, a poster-size language list, or the use of "I speak" peel-off language identification cards for indicating preferred languages
 - English proficiency assessment tools, provided they can be administered in a manner that is sensitive to and respectful of individual dignity and privacy
 - Other (describe):
- b. If the LEP person does not speak or read any of these languages, the agency will use a telephone interpreting service to identify the client's primary language.
 - c. Staff will not solely rely on their own assessment of the applicant or recipient's English proficiency in determining the need for an interpreter. If an individual requests an interpreter, an interpreter will be provided free of charge. A declaration of the client will be used to establish the client's primary language.
 - d. When staff place or receive a telephone call and cannot determine what language the other person on the line is speaking, a telephone interpreting service will be utilized in making the determination.
 - e. If any applicant/recipient is assessed as LEP, they will be informed of interpreter availability and their right to have a language interpreter at no cost to them with a notice in writing in the languages identified in Section C. Provisions of Written Translations.

B. Provision of Bilingual/Interpretive Services

1. The agency will ensure that effective bilingual/interpretive services are provided to serve the needs of the non-English speaking population. The provision of bilingual/interpretive services will be prompt without undue

delays. In most circumstances, this requires language services to be available during all operating hours.

This requirement will be met by: *(describe whether the agency has bilingual staff, and if so, how many and in what Sections/Programs/Divisions, whether the agency uses contractual services to meet this requirement, whether the agency relies on telephone interpreter services, etc.)*

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

Describe how this requirement will be met:

(Note: The agency may use paid interpreters, qualified bilingual employees, and qualified employees of other agencies or community resources. Telephone interpreter services should only be utilized as a back-up system or where other language assistance options are unavailable.)

3. Interpreter Standards

- a. Those providing bilingual/interpretive services will meet the linguistic and cultural competency standards set forth below. The agency will ensure that interpreters and self-identified bilingual staff, have first been screened to ensure that the following standards are met before being used for interpreter services:
 - i. Can fluently and effectively communicate in both English and the primary language of the LEP individual
 - ii. Can accurately and impartially interpret to and from such languages and English
 - iii. Has a basic knowledge of specialized terms and concepts used frequently in the provision of the agency's services
 - iv. Demonstrates cultural competency
 - v. Understands the obligation to maintain confidentially
 - vi. Understands the roles of interpreters and the ethics associated with being an interpreter

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

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

4. Using Family Members or Friends as Interpreters

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

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

C. Provision of Written Translations

- 1. The agency must provide written materials in languages other than English where a substantial number or percentage of the population eligible to be served or likely to be directly affected by the program needs services or information in a language other than English to communicate effectively.
- 2. Translation of Vital Documents

- a. The agency will ensure that vital documents for locally designed programs are translated into Spanish.
 - b. When DCA forms and other written material contain spaces in which the local entity is to insert information, this inserted information will also be in the individual's primary language. When such forms are completed by applicants/recipients in their primary language, the information must be accepted.
 - c. If, as a result of the local language assessment, it appears there are a substantial number of potential applicants or recipients of the agency (defined as 5% or 1,000 people whichever is less) who are LEP and speak a language other than Spanish, the agency will translate and provide vital documents in the appropriate language.
 - d. The agency will keep a record of all vital documents translated, and will submit this information to DCA at their request.
3. If the primary language of an LEP applicant or recipient is a language other than Spanish AND the language does not meet the threshold for translation as defined in the preceding paragraph, the LEP individual will be informed in their own language of the right to oral translation of written notices. The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**

D. Documentation of Applicant/Recipient Case Records

1. The agency will maintain case record documentation in sufficient detail to permit a reviewer to determine the agency's compliance with this policy.
2. The agency will ensure that case record documentation, including computerized records if appropriate, identifies the applicants/recipient's ethnic origin and primary language. In those cases where the applicant/recipient is non-English speaking, the agency will:
 - a. Document the individual's acceptance or refusal of forms or other written materials offered in the individual's primary language.
 - b. Document the method used to provide bilingual services, e.g., assigned worker is bilingual, other bilingual employee acted as interpreter, volunteer interpreter was used, or client provided interpreter. When a minor is used as interpreter, the agency will

document the circumstances requiring temporary use of a minor and will provide this information to DCA upon request.

3. Consent for the release of information will be obtained from applicants/recipients when individuals other than agency employees are used as interpreters and the case record will be so documented.

E. Staff Development and Training

1. The agency will provide staff training at new employee orientation and continuing training programs. The training will include, but not be limited to:
 - a. Language assistance policies and procedures, resources available to support such procedures, methods of effective use of interpreters, and familiarization with the discrimination complaint process.
 - b. Cultural awareness information, including specific cultural characteristics of the groups served by the agency to provide a better understanding of, and sensitivity to, the various cultural groups to ensure equal delivery of services.
2. The agency will provide or ensure training is provided for bilingual staff and interpreters employed or utilized by the agency. This includes the ethics of interpreting, including confidentiality; methods of interpreting; orientation to the organization; specialized terminology used by the agency; and cultural competency.
3. The agency will ensure that applicable grantees, contractors, cooperative agreement recipients and other entities receiving state or federal dollars are trained in the requirements of this policy.

Describe how this provision will be met:

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

V. Compliance Procedures, Reporting and Monitoring

A. Reporting

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

B. Monitoring

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

VI. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

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

B. Investigation

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

C. Resolution of Matters

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

SUBMITTED AND APPROVED BY:

Name of Mayor or Chairman of Board

Signature of Mayor or Chairman of Board

Date

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 1, 2010

Action Agenda Item No. 4/11

(Central Admin. use only)

SUBJECT: Admin & Capital Community Transportation Grant Funding for FY 2011

DEPARTMENT: Transportation Dept **PUBLIC HEARING:** No

ATTACHMENT(S):
Contract Agreement with NCDOT,
Public Transportation Division

INFORMATION CONTACT:
Annette Sullivan

TELEPHONE NUMBERS:
704-292-2566

DEPARTMENT'S RECOMMENDED ACTION: The Board is being asked to ratify the Interim County Manager's approval of the amended Grant Agreement.

BACKGROUND: The Board originally authorized the County Manager to approve the Admin & Capital Community Transportation Grant Funding for FY 2011 on March 1, 2010. The State later decided that the Transportation Department did not have an adequate supply of vehicles for back-up purposes. Consequently funding was added by the State to allow Union County to purchase one additional vehicle. As a result, the required matching funds from the County increased by \$4,151. This additional amount was already included in the department's budget for the current year. The amended contract was required to be in the State's hands by October 31, 2010, or the County would lose the grant funds. Consequently, the Interim County Manager signed the amended contract (a copy is included in your agenda package) on October 26, 2010 and sent to the State pending ratification by the Board. The amended contract was reviewed and approved by Legal on October 22, 2010.

FINANCIAL IMPACT: \$566,839 in Federal and State grant monies. Local fund matches were already included in Transportation's FY 2011 budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

March 1, 2010 BoCC mtg

UNION COUNTY - CONTRACT CONTRACT

DEPARTMENT EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2604

Party/Vendor Name: NCDOT Public Transportation Division

Party/Vendor Contact Person: Charlie Wright, Financial Manager Contact Phone: 919-733-4743 ext. 277

Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
 Address: 1550 Mail Service Center City: Raleigh State: NC Zip: 27699-1550

Department: Transportation Amount: \$566,839 (Federal & State Shares)

Purpose: Admin & Capital Community Transportation Grant Funding for FY2011

Budget Code(s)(put comma between multiple codes): 10558100--1680, 10458100--1680

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: Annette Sullivan Date: 10-6-2010

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: 3/1/10 Attorney's Signature: Jeffrey A. Cook

Approval by Manager subject to authorization by Board Date: 10/22/10

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: 10/21/10

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: 10-21-10 **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: [Signature] Date: 10/25/10

CLERK *

Date Received: 10/25/2010 Agenda Date: 3/1/2010* Approved by Board: Yes No at meeting of _____

Signature(s) Required: Board Chairman/County Manager Finance Director Clerk Attorney Information Tech. Director Other: 260

COUNTY MANAGER

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

County Manager's Signature: [Signature] Date: 10/26/10

PLEASE EXPEDITE

STATE OF NORTH CAROLINA
COUNTY OF WAKE

**NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

and

UNION COUNTY

NONURBANIZED AREA
PUBLIC TRANSPORTATION
GRANT AGREEMENT FOR
PUBLIC BODY ORGANIZATIONS
COMMUNITY TRANSPORTATION
PROGRAM – SECTION 5311

CFDA NUMBER: 20.509

PROJECT NUMBER: 11-CT-089

THIS AGREEMENT made this the ___ day of _____, 20___, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **UNION COUNTY**, (acting in its capacity as the designated Section 5311 recipient hereinafter referred to as the "Contractor").

WHEREAS, Chapter 53 of 49 U.S.C. app 5311 et seq. (formerly Section 18 program) provides federal administrative, operating, and capital assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

WHEREAS, the purpose of 49 U.S.C. 5311 is to enhance access of people in nonurbanized areas for purposes such as health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of public passenger transportation systems; and

WHEREAS, the Contractor has been designated as the recipient of 49 U.S.C. 5311 funds, and

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes (N.C.G.S.) designated the Department of Transportation as the agency of the State of North Carolina responsible for administering all Federal and/or State programs relating to public transportation, and granted the Department authority to do all things required under applicable Federal and/or State legislation to properly administer the public transportation within the State of North Carolina; and

WHEREAS, the Governor of North Carolina, in accordance with Section 5311 of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), Public Law 109-59, August 10, 2005, and the Transportation Equity Act for the 21st Century (TEA-21), Public Law 105-178, June 1998, as amended, has designated the North Carolina Department of Transportation as the agency to receive and administer Federal funds under this program; and

WHEREAS, in order to assist in providing transportation services, the Department, under the terms of this Agreement shall make grants of administrative, operating and capital assistance to the Contractor; and

WHEREAS, the Department and the Contractor desire to secure and utilize Section 5311 grant funds and State funds for the above referenced purposes.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Contractor agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the undertaking of nonurbanized area public transportation services as described in the project application (hereinafter referred to as "Project") properly prepared, endorsed, approved, and transmitted by the Contractor to the Department, and to state the terms and conditions as to the manner in which the Project will be undertaken and completed.

Section 2. Project Implementation. The Contractor shall carry out the Project as follows:

- a. **Scope of Project.** **Union County (operating as Union County Transportation) will continue providing community transportation services to human service agencies and to the general public; replace one (1) conversion van replacement, three (3) lift equipped van, one (1) minivan/crossover and three**

(3) 20 ft light transit vehicles with lift, one (1) radio base station, twenty-five (25) mobile radio units, two (2) hand-held radio units and vehicle lettering and logos for eight (8) vehicles. .

b. The Contractor shall undertake and complete the nonurbanized area public transportation services in accordance with the procedures and guidelines set forth in the following documents:

- (1) Federal Transit Administration (hereinafter referred to as "FTA") Circular 9040.1F, dated April 1, 2007 at: (www.fta.dot.gov/laws/leg_reg_circulars_guidance.html);
- (2) **FTA Master Agreement, FTA MA (16), October 1, 2009**, at (www.fta.dot.gov/documents/16-Master.pdf);
- (3) The State Management Plan for Federal and State Transportation Programs (hereinafter referred to as "State Management Plan");and
- (4) The Section 5311 grant application for financial assistance.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Section 3: Cost of Project/Project Budget. The total cost of the Project approved by the Department is **SIX HUNDRED FORTY THOUSAND FIVE DOLLARS (\$640,005)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible administrative, operating, and capital expenses. The Contractor hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost.

Administration WBS	Administration Total	Administration Federal (80%)	Administration State (5%)	Administration Local (15%)
36233.105.10.1	\$183,278	\$146,622	\$9,163	\$27,493
PO				
Capital WBS	Capital Total	Capital Federal (80%)	Capital State (10%)	Capital Local (10%)
36233.105.10.3	\$456,727	\$365,381	\$45,673	\$45,673
PO				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$640,005	\$512,003	\$54,836	\$73,156

Section 4: Period of Performance. This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **July 1, 2010 to June 30, 2011**, unless written authorization to the contrary is provided by the Department. **Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA.** The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

Section 5. Contractor's Capacity.

a. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:

- (1) Plan, manage, and complete the Project and provide for the use of Project property;
- (2) Carry out the safety and security aspects of the Project; and
- (3) Comply with the terms of this agreement, the Master Agreement between the FTA and the Department, the Approved Project Budget, the Project schedules, the Contractor's annual Certifications and Assurances to the Department, and applicable Federal and State laws, regulations, and directives.

b. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:

- (1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18 at (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>).
- (2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B at (<http://reports.oah.state.nc.us/ncac.asp>).

c. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Contractor makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.

d. Contractor's Primary Responsibility to Comply with Federal and State Requirements. Irrespective of involvement by any other participant in the Project, the Contractor agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, the Master Agreement between the FTA and the Department, and this Agreement, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Contractor shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the FTA and the Department. If the Contractor leases any Project asset to another party, the Contractor agrees to retain ownership of the leased asset, and assure that the Lessee will use the Project asset to provide mass transportation service, either through a "Lease and Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

(1) Significant Participation by a Third Party Contractor. Although the Contractor may enter into a third party contract, after obtaining approval from the Department, in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Contractor (such as in a turnkey contract), the Contractor agrees that it, rather than the third party contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

(2) Significant Participation by a Subcontractor. Although the Contractor may delegate any or almost all Project responsibilities to one or more subcontractors, the Contractor agrees that it, rather than the subcontractor, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.

(3) Significant Participation by a Lessee of a Contractor. Although the contractor may lease project property and delegate some or many project responsibilities to one or more lessees, the Contractor agrees that it, rather than any lessee, is ultimately responsible for

compliance with all applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

e. Contractor's Responsibility to Extend Federal and State Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants, such as subrecipients and third party contractors, will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

(2) Documents Affected. The applicability provisions of Federal and State laws, regulations, and directives determine the extent to which their provisions affect a Project participant. Thus, the Contractor agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. In addition, the Contractor also agrees to require its third party contractors, subrecipients, and lessees to include adequate provisions to ensure compliance with applicable Federal and State laws, regulations, and directives in each lower tier subcontract and subagreement for the Project, except to the extent that the Department determines otherwise in writing. Additional requirements include the following:

(a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing, the Contractor agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake responsibilities for the Project usually performed by the Contractor, the Contractor agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." FTA and the Department caution, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

(b) Subagreements. Because Project activities performed by a subcontractor/ subrecipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that the Department determines otherwise in writing, the Contractor agrees as follows:

1 Written Subagreement. The Contractor agrees to enter into a written agreement with each subrecipient (subagreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.

2 Compliance with Federal Requirements. The Contractor agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each subagreement appropriate clauses directing the subrecipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level subagreement or any third party contractor at each tier, except as the Department determines otherwise in writing.

f. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to

any subrecipient, third party contractor, lessee or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal/State Government has no obligations or liabilities to such entity, including any subrecipient, third party contractor, or lessee.

g. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Contractor agrees to notify the Department immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor also agrees to notify the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations; and agrees to inform the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum.

h. Limitations of Agreement. This Agreement shall be subject to the availability of Federal and State funds, and contingent upon the terms and conditions of the Master Agreement between the FTA and the Department.

Section 6. Ethics.

a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, subagreements, or leases financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier, any subrecipient at any tier or agent thereof, or any lessee. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit the its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, its third party contractors or sub-recipients or their agents.

(1) Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract, or sub-agreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(2) Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement, may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or sub-recipient or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Contractor agrees to comply, and assures the compliance of each third party contractor, sub-recipient, or lessee at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29.

The Contractor agrees to, and assures that its third party contractors, sub-recipients, and lessees will, review the Excluded Parties Listing System at (<http://epls.arnet.gov/>) before entering into any contracts.

c. Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal/State assistance application for the Project.

d. Lobbying Restrictions. The Contractor agrees that:

(1) In compliance with 31 U.S.C. 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement;

(2) It will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

(3) It will comply, and will assure the compliance of each sub-recipient, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

e. Employee Political Activity. To the extent applicable, the Contractor agrees to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a non-supervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

f. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 7. Project Expenditures/Payment/Reimbursement.

a. General. The Department shall reimburse the Contractor for allowable costs for work performed under the terms of this Agreement which shall be financed with Federal Section 5311 funds and State matching funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved Project Budget(s), included as Attachment C to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual

cost basis by the Contractor. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department.** All payments issued by the Department will be on a reimbursable basis unless the Contractor requests and the Department approves an advance payment. The Department allows grantees in good standing to request advance payment (prior to issuing payment to the vendor) for vehicles and other high-cost capital items. The Contractor agrees to deposit any advance payments into its account when received and issue payment to the vendor within 3 (three) business days. The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs. The Contractor shall provide its share of project costs from sources other than FTA and State funds from the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Contractor.

b. Administrative Expenditures. In order to assist the Contractor in financing the administrative costs of the project, the Department shall reimburse the Contractor up to the percentage specified in the Approved Project Budget of allowable administrative costs which shall be determined by available funding.

c. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Contractor for the lesser of the following when providing Section 5311 operating assistance:

(1) The balance of unrecovered operating expenditures after deducting all farebox and other operating revenues, or

d. Payment and Reimbursement. The Contractor shall submit a request for reimbursement to the Department for the Period Covered not more frequently than monthly, nor less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. Failure to request reimbursement for expenses incurred within the Period Covered may result in non-payment. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.**

Additional forms must be submitted with reimbursement requests to report on contracting activities with Disadvantaged Business Enterprise (DBE) firms. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. All requests must be submitted within thirty (30) days following the end of the quarter. Failure to request reimbursement for eligible projects costs as outlined may result in termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment.

e. Excluded Costs. The Contractor understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

- (1) In determining the amount of Federal/State assistance the Department will provide, the Department will exclude:
 - (a) Any Project cost incurred by the Contractor before the effective date of the grant;
 - (b) Any cost that is not included in the latest Approved Project Budget;
 - (c) Any cost for Project property or services received in connection with a third party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by FTA;
 - (d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); and

- (e) Any profit or fee sought by the recipient for its services under the Grant Agree, except to the extent determined by applicable.
- (f) Any cost ineligible for FTA participation as provided by applicable Federal/State laws, regulations, or directives.

(2) The Contractor shall limit reimbursement for meals, lodging and travel to the rates established by the State of North Carolina Travel Policy. Costs incurred by the Contractor in excess of these rates shall be borne by the contractor.

(3) The Contractor understands and agrees that payment to the Contractor for any Project cost does not constitute the Federal/State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Contractor of the terms of this Agreement. The Contractor acknowledges that the Federal/State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal/State Government determines that the Contractor is not entitled to receive any portion of the Federal/State assistance the Contractor has requested or provided, the Department will notify the Contractor in writing, stating its reasons. The Contractor agrees that Project closeout will not alter the Contractor 's responsibility to return any funds due the Federal/State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal/State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the Federal/State Government may recover any Federal/State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal/State Government may have against the Contractor.

f. Program Income

1. **State, Local, or Indian Tribal Governments.** In addition to uses of program income authorized under 49 C.F. R Section 18.25, FTA reserves the right to permit the Department to add program income to the funds FTA and the recipient have committed to that Grant agreement and use that program income for the purposes of and under the conditions of the grant agreement.
2. **Institutions of Higher Education, private Non-Profit Organizations, and Private For Profit Organizations.** In addition to uses of program income permitted under 49 C.F.R. Section 19.24, FTA reserves the right to permit a recipient to add the program income to the funds FTA and the recipient have committed to that Grant agreement and use that program income to further eligible project or program objectives.
3. **Cost Associated With Program Income.** Except to the extent FTA determines otherwise in writing, the cost incident to the earning program income may be deducted from the Recipient's gross income to determine program income, provided these costs have not been charged to the Grant Agreement.

g. Federal/State Claims, Excess Payments, Disallowed Costs, including Interest.

(1) Contractor 's Responsibility to Pay. Upon notification to the Contractor that specific amounts are owed to the Federal/State Government, whether for excess payments of Federal/State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.

(2) Amount of Interest. The Contractor agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23. Upon notification to the Contractor that specific amounts are owed to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges.

(3) Payment to FTA. Upon receipt of repayment from the Contractor, the Department shall be responsible to remit amounts owed to FTA.

h. De-obligation of Funds. The Contractor agrees that the Department may de-obligate unexpended Federal and State funds before Project closeout.

Section 8. Accounting Records.

a. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Annual Budget and shall be reported to the Department in accordance with UPTAS.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 49 C.F.R. 18, the Office of Management and Budget Circulars A-87, "Costs Principles for State, Local, and Indian Tribal Governments" and A-102 "Grants and Cooperative Agreements with State and Local Governments."

c. Allowable Costs. Expenditures made by the Contractor shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

- (1) Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement;
- (2) Necessary in order to accomplish the Project;
- (3) Reasonable in amount for the goods or services purchased;
- (4) Actual net costs to the Contractor, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;
- (5) Incurred (and be for work performed) within the period of performance **and period covered** of this Agreement unless specific authorization from the Department to the contrary is received;
- (6) Satisfactorily documented;
- (7) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department; and
- (8) In compliance with U.S. DOT regulations pertaining to allowable costs at 49 C.F.R. § 18.22(b) or 49 C.F.R. § 19.27, which regulations specify the applicability of U.S. Office of Management and Budget (U.S. OMB) circulars and Federal Acquisition Regulation (FAR) provisions are follows:
 - (a1) U.S. OMB Guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)", 2 C.F.R. Part 225, applies to Project costs incurred by a Contractor that is a State, local, or Indian tribal government.
 - (b1) U.S. OMB Guidance for Grants and Agreements, "Cost Principles for Educational Institutions (OMB Circular A-21)", 2 C.F.R. Part 220, applies to Project costs incurred by a Contractor that is an institution of higher education.
 - (c1) U.S. OMB Guidance for Grants and Agreements "Cost Principles for Non-profit Organizations (OMB Circular A-122)," 2 C.F.R. Part 230, applies to Project costs incurred by a Contractor that is a private nonprofit organization.
 - (d1) FAR, at 48 C.F.R., Subpart 31.2, "Contracts with

Commercial Organizations” applies to Project costs incurred by a Contractor that is a for-profit organization.

Section 9. Reporting, Record Retention, and Access.

a. Reports. The Contractor shall advise the Department regarding the progress of the Project at a minimum quarterly and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Contractor shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

b. Record Retention. The Contractor and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Contractor, or until all audit exceptions have been resolved, whichever is longer, in accordance with “Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006,” at (<http://www.ah.dcr.state.nc.us/records/local/>).

c. Access to Records of Contractor and Subcontractors. The Contractor shall permit and shall require its third party contractors to permit the Department, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to correct defects or to provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

d. Project Closeout. The Contractor agrees that Project closeout does not alter the reporting and record retention requirements of this Section 6 of this Agreement.

Section 10. Project Completion, Audit, Settlement, and Closeout.

a. Project Completion. Within ninety (90) calendar days following Project completion, the end of the Project’s period of performance, or termination by the Department, the Contractor agrees to submit a final reimbursement request to the Department for eligible Project expenses.

b. Financial Reporting and Audit Requirements. In accordance with OMB Circular A-133, “Audits of State, Local Governments and Non-Profit Organizations,” revised on June 27, 2003, and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit the required number of copies of the audit reporting package to the Local Government Commission four months after the Contractor’s fiscal year-end.

c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of OMB Circular A-133 are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in OMB Circular A-87 “Cost Principles for State, Local, and Indian Tribal

Governments." The cost of any audit not conducted in accordance with OMB Circular A-133 and N.C.G.S. 159-34 is unallowable and shall not be charged to State or Federal grants.

d. Funds Owed to the Department. The Contractor agrees to remit to the Department any excess payments made to the Contractor, any costs disallowed by the Department, and any amounts recovered by the Contractor from third parties or from other sources, as well as any penalties and any interest required by Subsection 7g of this Agreement.

e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

Section 11. Civil Rights. The Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Contractor agrees to comply and assures the compliance of each third party contractor at any tier or subrecipient at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

d. Disadvantaged Business Enterprises.

(1) Policy. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal

opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

The Contractor is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.

(2) Obligation The Contractor, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

(3) Goals. Even though specific DBE goals are not established for this project, the Department encourages the Contractor to have participation from DBE contractors and/or suppliers.

(4) Listing of DBE Subcontractors. The contractor, at the time the Letter of Interest is submitted, shall submit a listing of all known DBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the Department's Form RS-2. In the event the contractor has no DBE participation, the contractor shall indicate this on the Form RS-2 by entering the word 'None' or the number 'zero' and the form shall be signed. Form RS-2 may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

(5) Certified Transportation Firms Directory. Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. Only contractors identified as DBE certified in the Directory shall be listed in the proposal.

The listing of an individual contractor in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

(6) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels (Contractor, subconsultant or subcontractor) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the contractor has no DBE participation, the contractor shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Contractor, subconsultant or subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

e. Age Discrimination in Employment Act (ADEA) 29 U.S.C. Section 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F. R. Part 1625, which prohibits discrimination against individuals on the basis of age.

f. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor

also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Department determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

g. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201dd -290dd-2 et seq., and any subsequent amendments to these acts.

h. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70Fed. Reg. 74087 et seq., December 14, 2005.

i. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations

and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.

i. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 12. Planning and Private Enterprise.

a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following:

(1) 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1);

(2) Joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, as amended by joint FHWA/FTA guidance, "SAFETEA-LU Deadline for New Planning Requirements (July 1, 2007)," dated May 2, 2006 [clarifying Guidance on Implementation of SAFETEA-LU Planning Provisions], and subsequent Federal directives implementing SAFETEA-LU, except to the extent FTA determines otherwise in writing;

(3) Joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and

(4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R.

Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 12a of this Agreement, to the extent feasible the Contractor agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

c. Infrastructure Investment. During the implementation of the Project, the Contractor agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

Section 13. Preference for United States Products and Services. To the extent applicable, the Contractor agrees to comply with the following U.S. domestic preference requirements:

a. Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA or the Department determines otherwise in writing.

b. Cargo Preference-Use of United States-Flag Vessels. The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.

c. Fly America. The Contractor understands and agrees that the Federal/State Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

Section 14. Procurement. To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

a. Federal Standards. The Contractor agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 18.36 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department or the FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed. The Contractor shall establish written procurement procedures that comply with the required Federal and State standards.

b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department and FTA.

c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any Federal assistance awarded by FTA to support a procurement using exclusionary or discriminatory specifications.

d. Geographic Restrictions. The Contractor agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA. However, for example, in procuring architectural, engineering, or related services, the Contractor's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.

e. In-State Bus Dealer Restrictions. The Contractor agrees that in accordance with 49 U.S.C. § 5325(i), any State law requiring buses to be purchased through in-State dealers will not apply to purchases of vehicles acquired with funding authorized under 49 U.S.C. chapter 53.

f. Neutrality in Labor Relations. To the extent permitted by law, the Contractor agrees to comply with Executive Order No. 13502, "Use of Project Labor Agreements (PLA) for Federal Construction Projects," February 6, 2009, 74 Fed. Reg. 6985 et seq. As a result, the Recipient is no longer prohibited from requiring an affiliation with a labor organization, such as a project labor agreement, as a condition for award of any third party contract or subcontract at any tier for construction or construction management services, except to the extent that the Federal Government determines otherwise in writing.

g. Federal Supply Schedules. State, local, or nonprofit Recipients may not use Federal Supply Schedules to acquire federally assisted property or services except to the extent permitted by U.S. GSA, U.S. DOT, or FTA laws, regulations, directives, or determinations.

h. Force Account. The Contractor agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

i. Department Technical Review. The Contractor agrees to permit the Department to review and approve the Contractor's technical specifications and requirements to the extent the Department believes necessary to ensure proper Project administration. The Contractor agrees to submit the following to the Department for its review and approval prior to solicitation:

(1) New/adapted specifications for equipment, supplies, apparatuses and new-type rolling stock. This requirement does not apply to equipment, supplies, or apparatuses with cost of less than \$30,000; or to Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).

(2) Drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters.

j. Department Pre-award Approval. The Contractor agrees to submit procurement documents to the Department for its review and approval prior to award of a contract/ subcontract under this Agreement for any of the following:

- (1) All new-type rolling stock, excluding Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).
- (2) All construction projects equal to or greater than \$30,000;
- (3) Any "brand name" product or sole source purchase equal to or greater than \$2,500;
- (4) Any contract/subcontract to other than apparent lowest bidder equal to or greater than \$2,500;
- (5) Any procurement equal to or greater than \$90,000;
- (6) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.

k. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Contractor agrees that the Department's award of Federal and State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.

l. Preference for Recycled Products. To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.

m. Clean Air and Clean Water. The Contractor agrees to include in each third party contract and subagreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

n. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA or the Department determines otherwise in writing.

o. Rolling Stock. In acquiring rolling stock, the Contractor agrees as follows:

(1) Method of Acquisition. The Department's Public Transportation Division, through the North Carolina Department of Administration, Purchase and Contract Division, awards vehicle contracts for its grant recipients to purchase public transit vehicles. These vehicle contracts comply with FTA and State requirements. The Contractor will utilize these vehicle contracts to purchase public transit vehicles included in the Approved Budget for this Project. For public transit vehicles not included in these contracts, the Contractor shall conduct a competitive procurement process in accordance with this Agreement.

(2) Multi-year Options. In accordance with 49 U.S.C. § 5325(e)(1), the Contractor may not enter into a multi-year contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.

(3) Pre-Award and Post-Delivery Requirements. The Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663 and, when promulgated, any amendments to those regulations. The Contractor understands and agrees that to the extent the provisions of 49 U.S.C. § 5323(m), as amended by SAFETEA-LU conflict with FTA's implementing regulations, as currently promulgated, the provisions of 49 U.S.C. § 5323(m), as amended, prevail.

(4) Bus Testing. To the extent applicable, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

p. Bonding. For construction projects, the Contractor agrees to provide bid guarantee bond (5% of bid price) and performance and payment bonds (100% of contract price) and comply with any other construction bonding provisions as the Department may determine.

q. Architectural, Engineering, Design, or Related Services. For all architectural, engineering, design, or related services the Contractor shall use qualifications-based competitive proposal [Request for Qualifications (RFQ) in accordance with the Brooks Act] procedures. The Contractor shall follow applicable statutes, N.C.G.S. 143-64.31-34 and requirements set forth in FTA Circular 4220.1F, to retain a qualified, registered architect or professional engineer.

(1) The Contractor agrees to comply with qualifications-based competitive proposal procedures, which require:

- (a) An offeror's qualifications be evaluated;
- (b) Good faith effort to use minority-owned businesses;
- (c) Price be excluded as an evaluation factor;
- (d) Negotiations be conducted with only the most qualified offeror;
and
- (e) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable.

(2) Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) The Contractor acknowledges and agrees that qualifications-based competitive proposal procedures can only be used for procurement of the following services:

- (a) Program management;
- (b) Construction management;
- (c) Feasibility studies; and
- (d) Preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

(4) The Contractor also agrees to:

- (a) Include applicable Federal requirements and certifications in the solicitation;

- (b) Submit procurement documents to the Department for its review and approval prior to the award of any contract for A&E services for the Project; and
- (c) Maintain written documentation to support each step of the procurement process.

r. Design-Bid-Build Projects. The Design-Bid-Build method of construction is where there are separate contracts and procurement processes for the design and construction. Typically the designer coordinates the numerous prime contractors that are involved in the construction process. The Contractor may use design-bid-build procurements to implement its projects after it has complied with applicable Federal and State requirements and obtains approval from the Department prior to solicitation and award of the contract.

s. Design-Build Projects. The Design-Build method of construction is where a single contractor is given responsibility for both design and construction, thus eliminating an intermediate procurement step with possible time saving, and more effective coordination and opportunities for cost savings. Currently, this procurement method is not an allowable method of procurement by the State of North Carolina. The Contractor may request to use the design-build method as an "alternate" method. Submission of justification must be presented to the State Building Commission for a 2/3-majority vote of approval. One of the drawbacks of design-build is that the owner does not have an independent source (the A/E in traditional construction) overseeing design implementation and verifying conformance with the drawings and specifications.

t. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:

- (a) Construction/repair work; or
- (b) Purchase of apparatus, supplies, materials or equipment. See Subsection 14t(2), this Agreement, regarding information technology goods as services.

(2) The Contractor agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The Contractor will comply with the following minimum requirements [N.C.G.S. 143-129.8]:

- (a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).
- (b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.
- (c) The Contractor may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals.
- (d) The Contractor may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Contractor.
- (e) Any negotiations shall not alter the contract beyond the scope of

the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

- (f) Proposals submitted shall not be subject to public inspection until a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA Circular 4220.1F, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 14t(1) and 14t(2) of this Agreement. For all architectural, engineering, design, or related services, the Contractor agrees that the qualifications-based competitive proposal process shall be used (see Subsection 14q, this Agreement).

(4) When the RFP method is used for procurement of professional services, the Contractor agrees to abide by the following minimum requirements:

- (a) Normally conducted with more than one source submitting an offer (proposal);
- (b) Either fixed price or cost reimbursement type contract will be used;
- (c) Generally used when conditions are not appropriate for use of sealed bids;
- (d) Requests for proposals will be publicized;
- (e) All evaluation factors will be identified along with their relative importance;
- (f) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;
- (g) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;
- (h) Awards will be made to the responsible firm whose proposal is most advantageous to the Contractor's program with price and other factors considered; and
- (i) In determining which proposal is most advantageous, the Contractor may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.

u. Award to Other than the Lowest Bidder. In accordance with Federal and State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than \$2,500 to other than apparent lowest bidder, the Contractor shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.

v. Award to Responsible Contractors. The Contractor agrees to award third party contracts only to responsible contractors who possess potential ability to successfully perform under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or

otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29. For procurements over \$25,000, the Contractor shall comply, and assure the compliance of each third party contractor and subrecipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that grantees use a certification form for projects over \$25,000, which are funded in part with Federal funds. A sample certification form can be obtained from the Department. The Contractor also agrees to check a potential contractor's debarment/suspension status at the following Web site: <http://epls.arnet.gov/>.

w. Procurement Notification Requirements. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more (in Federal funds), the Contractor agrees to:

- (1) Specify the amount of Federal and State funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- (2) Express the said amount as a percentage of the total costs of the planned acquisition.

x. Contract Administration System. The Contractor shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

y. Access to Third Party Contract Records. The Contractor agrees, and agrees to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the Federal and State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 15. Leases.

a. Capital Leases. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.

b. Leases Involving Certificates of Participation. The Contractor agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 16. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA or the Department determines otherwise in writing, upon request by the Federal or State Government, the Contractor agrees to indemnify, save, and hold harmless the Federal and State Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the Federal or State Government for any such liability caused by the wrongful acts of Federal or State employees or agents.

Section 17. Use of Real Property, Equipment, and Supplies. The Contractor understands and agrees that the Federal/State Government retains a Federal/State interest in any real property, equipment, and supplies financed with Federal/State assistance (Project property) until, and to the extent, that the Federal/State Government relinquishes its Federal/State interest in that Project property. With respect to any Project property financed with Federal/State assistance under this Agreement, the Contractor agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

a. Use of Project Property. The Contractor agrees to maintain continuing control of the use of Project property to the extent satisfactory to FTA. The Contractor agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for

the duration of the useful life of that property, as required by FTA or the Department. Should the Contractor unreasonably delay or fail to use Project property during the useful life of that property, the Contractor agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Contractor further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Contractor has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

b. General. The Contractor agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.33, including any amendments thereto, and with other applicable Federal and State regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.33 requires the express approval of the Federal Government in writing. The Contractor also consents to the Department's reimbursement requirements for premature dispositions of certain Project equipment, as set forth in Subsection 17i of this Agreement.

c. Maintenance and Inspection of Vehicles, Facilities and Other Project Equipment . The Contractor shall maintain all project equipment at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer. The Contractor shall register all vehicle maintenance activities in a Comprehensive Maintenance Record or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this Subsection 17c of this Agreement and the State Management Plan. The Contractor shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Public Transportation Management System (PTMS).

The Contractor shall maintain the facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Contractor pursuant to Subsection 17c of the Agreement and the State Management Plan. Such inspections may or may not be scheduled ahead of time, but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Contractor shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections. The Contractor shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of the Department's Public Transportation Management System (PTMS) and any and all other reports the Department deems necessary. The Contractor shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Contractor's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.

d. Records. The Contractor agrees to keep satisfactory records pertaining to the use of Project property, and submit to the Department upon request such information as may be required to assure compliance with this Section 14 of this Agreement.

e. Incidental Use. The Contractor agrees that:

- (1) General. Any incidental use of Project property will not exceed that permitted under applicable Federal and State laws, regulations, and directives.

- (2) Alternative Fueling Facilities. As authorized by 49 U.S.C. § 5323(p), any incidental use of its federally financed alternative fueling facilities and equipment by non-transit public entities and private entities will be permitted, only if the:
- (a) Incidental use does not interfere with the Contractor's Project or public transportation operations;
 - (b) Contractor fully recaptures all costs related to the incidental use from the non-transit public entity or private entity;
 - (c) Contractor uses revenues received from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and
 - (d) Private entities pay all applicable excise taxes on fuel.
- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Contractor. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Contractor shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee.
- g. Encumbrance of Project Property. The Contractor agrees to maintain satisfactory continuing control of Project property as follows:
- (1) Written Transactions. The Contractor agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Contractor agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Contractor agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Contractor's continuing control of the use of Project property.
- h. Transfer of Project Property. The Contractor understands and agrees as follows:
- (1) Contractor Request. The Contractor may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a local governmental authority to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the Federal Transit Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) through 5334(h)(3).
 - (2) Federal/State Government Direction. The Contractor agrees that the Federal or State Government may direct the disposition of, and even require the Contractor to transfer title to any Project property financed with Federal/State assistance under this Agreement.
 - (3) Leasing Project Property to Another Party.
 - (a) General. Prior to entering into any third party contract for leasing Project property to

another party, the Contractor agrees to obtain approval from the Department. If the Contractor leases any Project property to another party, the Contractor agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, through a written lease between the Contractor and lessee. The Contractor agrees to use the standard lease agreement form provided by the Department and to provide a copy of the signed, executed lease agreement to the Department. In accordance with Subsection 5g of this Agreement, regardless of assignment of work to be completed under this Project or lease of Project assets to a third party, it is the Contractor's primary responsibility to comply with Federal and State requirements of this Agreement and assure the compliance of any third party contractors.

- (b) Lease of Vehicles. The lease of vehicles acquired with financial assistance authorized for 49 U.S.C. 5311 to any third party is contingent upon approval of the Department. It is allowable to lease vehicles to another Community Transportation System providing general public service in the State of North Carolina, upon approval of the Department. It is also allowable for vehicles to be leased to a third party operator or transportation management company that operates the transit service within a county/region under contract to the Contractor, upon approval of the Department. The Contractor agrees to use the vehicle lease agreement provided by the Department when vehicles are leased, even if on a short-term basis, to another Community Transportation System or a management company. The Contractor agrees to obtain written approval from the Department before the lease is executed and forward a copy of the signed, executed lease agreement to the Department. The Contractor, as a Community Transportation System, shall not lease vehicles to human service agencies, county agencies/government, community agencies or school systems. The Contractor agrees not to loan vehicle(s) to other agencies/individuals for short-term use, even during hours that the transportation system is not providing service, as the vehicle(s) will generally be used to provide service that is "closed-door," i.e., not open to the general public.
- i. Disposition of Project Property. With prior Department approval, the Contractor may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. § 5334(h)(4). The Contractor also agrees that the Department shall determine "useful life" for all Project property and that the Contractor will use Project property continuously and appropriately throughout the useful life of that property. Upon the end of the period of useful life, the Contractor may dispose of Project property after notifying and receiving disposition instructions from the Department.
 - (1) Project Property Whose Useful Life Has Expired. When the useful life of Project property has expired, the Contractor agrees to comply with the Department's disposition requirements.
 - (2) Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Contractor agrees as follows:
 - (a) Notification Requirement. The Contractor agrees to notify the Department immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
 - (b) Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Contractor agrees that the Federal/State Government retains a Federal/State interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal/State interest in the Project property shall be determined by the ratio of the Federal/State assistance awarded for the property to the actual cost of the property. The Contractor agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

1. Equipment and Supplies. The Contractor agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established by the Department. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, or the amount of insurance coverage, whichever is greater.

2. Real Property. The Contractor agrees that the fair market value of real property financed under the Project shall be determined by FTA either on the basis of competent appraisal based on an appropriate date approved by FTA, as provided by 49 C.F.R. Part 24, by straight line depreciation of improvements to real property coupled with the value of the land as determined by FTA on the basis of appraisal, or other Federal law or regulations that may be applicable.

3. Exceptional Circumstances. The Contractor agrees that the Department may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Contractor may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Department may consider any action taken, omission made, or unfortunate occurrence suffered by the Contractor with respect to the preservation of Project property withdrawn from appropriate use.

(c) Financial Obligations to the Federal/State Government. The Contractor agrees to remit to the Department the Federal and State interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In turn, the Department shall be responsible to remit the Federal interest to the FTA. In the case of fire, casualty, or natural disaster, the Contractor may fulfill its obligations to remit the Federal and State interest by either:

1. Investing an amount equal to the remaining Federal and State interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal/State assistance for the Project property prematurely withdrawn from use; or

2. Returning to the Department an amount equal to the remaining Federal and State interest in the withdrawn Project property.

j. Insurance Proceeds. If the Contractor receives insurance proceeds as a result of damage or destruction to the Project property, the Contractor agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.

k. Transportation - Hazardous Materials. The Contractor agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packaging," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

l. **Misused or Damaged Project Property.** If any damage to Project property results from abuse or misuse occurring with the Contractor's knowledge and consent, the Contractor agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

m. **Responsibilities after Project Closeout.** The Contractor agrees that Project closeout by the Department will not change the Contractor's Project property management responsibilities as stated in Section 14 of this Agreement, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

Section 18. Insurance: The Contractor shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Contractor shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Contractor to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply, the Contractor agrees as follows:

a. **Minimum Requirements.** At a minimum, the Contractor agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

b. **Flood Hazards.** To the extent applicable, the Contractor agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

Section 19. Relocation. When relocation of individuals or businesses is required, the Contractor agrees as follows:

a. **Relocation Protections.** The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons displaced and persons whose property is acquired as a result of Federal and federally assisted programs. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, at 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to relocation in connection with all interests in real property acquired for the Project regardless of Federal participation in the costs of that real property.

b. **Nondiscrimination in Housing.** In carrying out its responsibilities to provide housing that may be required for compliance with Federal relocation requirements for individuals, the Contractor agrees to comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 et seq., and with Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note.

c. **Prohibition Against Use of Lead-Based Paint.** In undertaking construction or rehabilitation of residential structures on behalf of individuals affected by real property acquisition in connection with implementing the Project, the Contractor agrees that it will not use lead-based paint, consistent with the prohibitions of Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and the provisions of U.S. Housing and Urban Development regulations, "Lead-based Paint Poisoning in Certain Residential Structures."

Section 20. Real Property. For real property acquired with Federal assistance, the Contractor

agrees as follows:

a. Land Acquisition. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in the cost of that real property.

b. Covenant Assuring Nondiscrimination. The Contractor agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.

c. Recording Title to Real Property. To the extent required by FTA and the Department, the Contractor agrees to record the Federal and/or State's interest in title to real property used in connection with the Project and/or execute at the request of the Department any instrument or documents evidencing or related to the State's interest in the Project's property.

(1) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project, expected to be forty (40) years, following completion of the Project; or the prorated share of the original investment or current fair market value (the higher value of the two); whichever comes first.

d. Department Approval of Changes in Real Property Ownership. The Contractor agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.

e. Disposal of Real Property.

(1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.

(2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement, so that the transferee becomes obligated as if the transferee had been the original party.

Section 21. Employee Protections.

a. Construction Activities. The Contractor agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with the following laws and regulations providing protections for construction employees:

(1) Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), which requires compliance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 et seq., and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and

Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;

(2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of Section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and

(3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. Section 3145 and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.

b. Activities Not Involving Construction. The Contractor agrees to comply, and assures the compliance of each third party contractor and each subrecipient at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

c. Activities Involving Commerce. The Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

d. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas Authorized by 49 U.S.C. § 5311. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

Section 22. Environmental Protections. The Contractor recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each third party contractor, with any applicable Federal laws, regulations and directives as the Federal Government are in effect now or become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Department. The Contractor understands and agrees that those laws, regulations, and directives may not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

a. National Environmental Policy. Federal assistance is contingent upon the Contractor's facilitating FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as

amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated.

The Recipient agrees to comply with the applicable provisions of 23 U.S.C. Section 139 pertaining to environmental procedures, and 23 U.S.C. Section 326, pertaining to State responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 et seq., November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(1) The Contractor agrees to comply with the applicable requirements of Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Contractor agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

c. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. In addition:

(1) The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

d. Use of Public Lands. The Contractor agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and it will not use any land from a historic site of national, state, or local significance, unless the

Federal Government makes the findings required by 49 U.S.C. §§ 303(b) and 303(c). The Contractor also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Parts 771 and 774, and 49 C.F.R. Part 622, when promulgated.

e. Wild and Scenic Rivers. The Contractor agrees to comply with applicable provisions of the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 C.F.R. Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 C.F.R. Part 8350.

f. Coastal Zone Management. The Contractor agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 through 1465.

g. Wetlands. The Contractor agrees to facilitate compliance with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," at 42 U.S.C. § 4321 note.

h. Floodplains. The Contractor agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

i. Endangered Species and Fisheries Conservation. The Contractor agrees to comply with protections for endangered species set forth in the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.

j. Historic Preservation. The Contractor agrees to encourage compliance with the Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; with Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:

(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of those properties that are affected.

(2) The Contractor agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

k. Indian Sacred Sites. The Contractor agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note, except to the extent the Federal Government determines otherwise in writing.

l. Mitigation of Adverse Environmental Effects. Should the proposed Project cause or result in adverse environmental effects, the Contractor agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Contractor agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (i.e., environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303) and agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Contractor agrees that those environmental mitigation measures are incorporated by reference and made part of this Agreement for the Project. The Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of this Agreement for the Project as soon as agreement with the Federal Government is

reached. The Contractor agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

Section 23. Energy Conservation. The Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

Section 24. Charter Service Operations.

The Contractor acknowledges that Federal and State requirements prohibit the use of vehicles, facilities and equipment funded by Federal or State grant programs for the provision of charter services unless it is determined that there are no willing and able charter operators in the service area. Federal law does not provide exceptions to these regulations for vehicles that are loaned or leased to other agencies or entities.

The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

Section 25. School Transportation Operations. The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that school transportation operations agreement the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

Section 26. Geographic Information and Related Spatial Data. In accordance with U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19,2002, the Contractor agrees to implement its Project so that any activities involving spatial data and geographic information systems activities financed directly or indirectly, in whole or in part, by Federal assistance, consistent with the National Spatial Data infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Section 27. Motor Carrier Safety. To the extent applicable, the Contractor agrees to comply with, and assures the compliance of its subrecipients, lessees, and third party contractors with, applicable provisions of the following regulations promulgated by the U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA):

a. **Financial Responsibility.** The Contractor agrees as follows:

- (1) To the extent that the Contractor is engaged in interstate commerce and not within a defined commercial zone, the Contractor agrees to comply with U.S. FMCSA regulations, "Minimum Levels of Financial

Responsibility for Motor Carriers," 49 U.S.C. Part 387, dealing with economic registration and insurance requirements. For recipients of Federal assistance under 49 U.S.C. §§ 5307, 5310, or 5311, 49 C.F.R. Part 387 is modified by 49 U.S.C. § 31138(e)(4) which reduces the amount of insurance required of such recipients to the highest amount of any state in which the transit provider operates.

- (2) To the extent that the Contractor is engaged in interstate commerce and not within a defined commercial zone and is not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Contractor agrees to comply with U.S. FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulations," at 49 CFR Parts 390 through 396.
- b. Driver Qualifications. The Contractor agrees to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. Part 383.
- c. Substance Abuse Rules for Motor Carriers. The Contractor agrees to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements," 49 C.F.R. Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

Section 28. Substance Abuse. To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

- a. Drug-Free Workplace. U.S. OMB Guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 C.F. R. Part 182, U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.
- b. Alcohol Misuse and Prohibited Drug Use. FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

Section 29. Seat Belt Use. In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

Section 30. Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

a. Definitions. As used in this Special Provision:

(1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

(2) "Text Messaging" means reading from or entering data into any handheld or other electric device, including the purpose of short message service texting, e-mailing, instant messaging, obtaining navigating information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the

limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Section 31. Protection of Sensitive Security Information. To the extent applicable, the Contractor agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

Section 32. Disputes, Breaches, Defaults, or Other Litigation. The Contractor agrees that FTA and the Department have a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to the Department. The Contractor agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations. If the Contractor seeks to name the Federal/State Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the Department in writing before doing so. In turn, the Department shall be responsible for notifying FTA.

b. Federal/State Interest in Recovery. The Federal/State Government retains the right to a proportionate share, based on the percentage of the Federal/State share awarded for the Project, of proceeds derived from any third party recovery, except that the Contractor may return any liquidated damages recovered to its Project Account in lieu of returning the Federal/State share to the Department.

c. Enforcement. The Contractor agrees to pursue all legal rights provided within any third party contract.

d. FTA and Department Concurrence. The FTA and the Department reserve the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.

e. Alternative Dispute Resolution. The Department encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

Section 33. Amendments/Revisions to the Project. The Contractor agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment **or revision** to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Contractor agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. **The Contractor agrees that the project will not incur any costs**

associated with the amendment or revision before receiving notification of approval from the division. The Contractor agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.

Section 34. Information Obtained Through Internet Links. This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 35. Severability. If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 36. Termination of Agreement.

a. The Department of Transportation. In the event of the Contractor's noncompliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Contractor thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the Agreement for the Project. In general, termination of Federal and State assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date to the extent those obligations cannot be canceled. If, however, the Department determines that the Contractor has willfully misused Federal/State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, the Department reserves the right to require the Contractor to refund the entire amount of Federal and State assistance provided for the Project or any lesser amount as the Department may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Contractor a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination section (Section 8) of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Contractor within sixty (60) days in advance of such termination.

b. The Contractor. The Contractor may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

Section 37. Contract Administrators. All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: MR CHARLIE C. WRIGHT Title: FINANCIAL MANAGER Agency: NCDOT/PTD MSC: 1550 MSC City/Zip: RALEIGH NC 27699-1550 Phone: 919-733-4713, EXTENSION 277 Fax: 919-733-2304 Email: CCWRIGHT@NCDOT.GOV	Name: MR CHARLIE C. WRIGHT Title: FINANCIAL MANAGER Agency: NCDOT/PTD Street: TRANSPORTATION BLDG Address: 1 S WILMINGTON ST RM 524 City: RALEIGH NC

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Ms. Annette Sullivan Title: Director Agency: Union County Transportation Postal: 610-A Patton Avenue Address: City/Zip: Monroe, NC 28110 Phone: 704-292-2566 Fax: 704-283-2568 Email: AnnetteSullivan@co.union.nc.us	Name: Ms. Annette Sullivan Title: Director Agency: Union County Transportation Street: 610-A Patton Avenue Address: City: Monroe, NC 28110

Section 38. Federal Certification Regarding Lobbying. The Contractor certifies, by signing this Agreement, its compliance with Subsection 6d of this Agreement.

Section 39. Federal Certification Regarding Debarment. The Contractor certifies, by signing this Agreement, its compliance with Subsection 6b of this Agreement.

Section 40. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 28 of this Agreement.

Section 41. Ethics Acknowledgement Policy on Gifts.

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

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Contractor by and through a duly authorized representative, and is effective the date and year first above written.

UNION COUNTY

CONTRACTOR'S FEDERAL TAX ID NUMBER: 56-6000345
CONTRACTOR'S FISCAL YEAR END: JUNE 30, 2011

BY: *Wes Baker*

TITLE: Interim COUNTY MANAGER

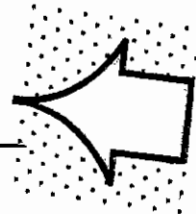
(SEAL)

ATTEST: *Lynn D. West*
TITLE: _____

APPROVED AS TO LEGAL FORM *JC*

DEPARTMENT OF TRANSPORTATION

BY: _____



TITLE: DEPUTY SECRETARY FOR TRANSIT

ATTEST: _____
TITLE: SECRETARY

Attachment
APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 11-CT-089
APPROVED BUDGET SUMMARY
EFFECTIVE DATE JULY 1, 2010

PROJECT SPONSOR: UNION COUNTY
PROJECT DESCRIPTION: FY2011 COMMUNITY TRANSPORTATION PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4521 ADMINISTRATION - 36233.105.10.1	\$183,278
PERIOD OF PERFORMANCE JULY 01, 2010 - JUNE 30, 2011	
DEPARTMENT - 4523 CAPITAL I - 36233.105.10.3	\$456,727
PERIOD OF PERFORMANCE JULY 01, 2010 - JUNE 30, 2011	

II. TOTAL PROJECT FUNDING

	<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
ADMINISTRATION - 36233.105.10.1	100%	80%	5%	15%
PURCHASE ORDER	\$183,278	\$146,622	\$9,163	\$27,493
	<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
CAPITAL I - 36233.105.10.3	100%	80%	10%	10%
PURCHASE ORDER	\$456,727	\$365,381	\$45,673	\$45,673
TOTAL	\$640,005	\$512,003	\$54,836	\$73,166

Attachment C

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 11-CT-089
SPONSOR: UNION COUNTY
WBS: 36233.105.10.1

DEPARTMENT 4521 - ADMINISTRATION

<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>
G121	SALARIES AND WAGES - FULL TIME	\$ 119,932
G122	SALARIES AND WAGES - OVERTIME	\$ -
G125	SALARIES AND WAGES-PART-TIME (BENEFITS)	\$ -
G126	SAL. AND WAGE-TEMP/PT-TIME (NO BENEFITS)	\$ -
G127	SALARIES AND WAGES - LONGEVITY	\$ -
G181	SOCIAL SECURITY CONTRIBUTION	\$ 9,175
G182	RETIREMENT CONTRIBUTION	\$ 11,861
G183	HOSPITALIZATION INSURANCE CONTRIBUTION	\$ 16,195
G184	DISABILITY INSURANCE CONTRIBUTION	\$ -
G185	UNEMPLOYMENT COMPENSATION	\$ -
G186	WORKER'S COMPENSATION	\$ -
G189	OTHER (PHYSICALS, BONUS, INS, ETC.)	\$ 2,806
G191	ACCOUNTING	\$ -
G192	LEGAL	\$ -
G195	MANAGEMENT CONSULTANT	\$ -
G196	DRUG & ALCOHOL TESTING CONTRACT	\$ -
G197	DRUG & ALCOHOL TESTS	\$ -
G198	MEDICAL REVIEW OFFICER	\$ -
G199	OTHER - PROFESSIONAL SERVICES	\$ -
G211	JANITORIAL SUPPLIES - (HOUSEKEEPING)	\$ -
G212	UNIFORMS	\$ -
G261	OFFICE SUPPLIES AND MATERIALS	\$ -
G281	AIR CONDITIONER / FURNACE FILTERS	\$ -
G291	COMPUTER SUPPLIES	\$ -
G311	TRAVEL	\$ -
G312	TRAVEL SUBSISTENCE	\$ -
G314	VEHICLE RENTAL	\$ -
G321	TELEPHONE SERVICE	\$ -
G322	INTERNET SERVICE PROVIDER FEE	\$ -
G323	COMBINED SERVICE FEE	\$ -
G325	POSTAGE	\$ -
G329	OTHER COMMUNICATIONS	\$ -
G331	ELECTRICITY	\$ -
G332	FUEL OIL	\$ -
G333	NATURAL GAS	\$ -
G334	WATER	\$ -
G335	SEWER	\$ -
G336	TRASH COLLECTION	\$ -
G337	SINGLE/COMBINED UTILITY BILL	\$ -
G339	OTHER UTILITIES	\$ -
G341	PRINTING AND REPRODUCTION	\$ -

<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>
G349	OTHER PRINTING AND BINDING	\$ -
G355	REPAIR & MAINT-OFFICE/COMPUTER EQUIP	\$ -
G357	REPAIRS & MAINTENANCE - COMM EQUIP	\$ -
G359	OTHER REPAIRS & MAINTENANCE	\$ -
G371	MARKETING - PAID ADVERTISEMENTS	\$ 3,465
G372	PROMOTIONAL ITEMS	\$ 538
G373	OTHER ADVERTISING/PROMOTION MEDIA	\$ -
G381	COMPUTER PROGRAMMING SERVICES	\$ -
G382	COMPUTER SUPPORT/TECH ASSISTANCE SVS	\$ -
G391	LEGAL ADVERTISING	\$ -
G393	TEMPORARY HELP	\$ -
G394	CLEANING SERVICES	\$ -
G395	TRAINING - EMPLOYEE EDUCATION EXPENSE	\$ -
G396	MANAGEMENT SERVICES	\$ -
G398	SECURITY SERVICES	\$ -
G399	OTHER SERVICES	\$ -
G411	RENT OF LAND	\$ -
G412	RENT OF BUILDING	\$ -
G413	RENT OF OFFICES	\$ -
G419	OTHER RENTAL	\$ -
G421	LEASE OF COMPUTER HARDWARE	\$ -
G422	LEASE OF COMPUTER SOFTWARE	\$ -
G431	LEASE OF REPRODUCTION EQUIPMENT	\$ -
G432	LEASE OF POSTAL METER	\$ -
G433	LEASE OF COMMUNICATION EQUIPMENT	\$ -
G439	LEASE OF OTHER EQUIPMENT	\$ -
G441	MAINTENANCE CONTRACTS - COMM EQUIP	\$ -
G442	MAINTENANCE CONTRACTS - OFFICE EQUIP	\$ -
G443	MAINTENANCE CONTRACTS - REPRO EQUIP	\$ -
G445	MAINTENANCE CONTRACT-COMPUTER EQUIP	\$ -
G449	OTHER SERVICE & MAINTENANCE CONTRACT	\$ -
G451	INSURANCE - PROPERTY & GENERAL LIABILITY	\$ -
G452	INSURANCE - VEHICLES	\$ 6,006
G453	INSURANCE - FIDELITY	\$ -
G454	INSURANCE - PROFESSIONAL LIABILITIES	\$ -
G455	INSURANCE - SPECIAL LIABILITIES	\$ -
G481	CENTRAL SERVICES - INDIRECT COSTS	\$ 13,300
G491	DUES AND SUBSCRIPTIONS	\$ -
	TOTAL ADMINISTRATION	\$ 183,278

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 11-CT-089
SPONSOR: UNION COUNTY
WBS: 36233.105.10.3

<u>DEPARTMENT 4523 - CAPITAL I</u>		<u>APPROVED BUDGET</u>
<u>OBJECT</u>	<u>TITLE</u>	
G511	OFFICE FURNITURE	\$ -
G512	OFFICE EQUIPMENT	\$ -
G513	AUDIO-VISUAL EQUIPMENT	\$ -
G514	MICRO PORTABLE PROJECTOR / LAPTOP	\$ -
G521	PERSONAL COMPUTER SYSTEM	\$ -
G522	PRINTER	\$ -
G523	COMPUTER SOFTWARE	\$ -
G525	NETWORK SERVER	\$ -
G541	30 TO 40 FT TRANSIT BUS W/ LIFT (REP.) 12-YR	\$ -
G542	30 TO 40 FT TRANSIT BUS W/ LIFT (REP.) 10-YR	\$ -
G543	25 FT LIGHT TRANSIT VEHICLE (REPLACEMENT)	\$ -
G544	22 FT LIGHT TRANSIT VEHICLE (REPLACEMENT)	\$ -
G545	VAN CONVERSION (REPLACEMENT)	\$ 37,850
G546	STANDARD VAN (REPLACEMENT)	\$ -
G547	25 FT LIGHT TRANSIT VEHICLE W/ LIFT (REP.)	\$ -
G548	LIFT EQUIPPED VAN (REPLACEMENT)	\$ 123,450
G549	CENTER AISLE VAN (REPLACEMENT)	\$ -
G551	VEHICLE SPARE PARTS	\$ -
G552	SHOP EQUIPMENT	\$ -
G553	REPEATER STATION	\$ -
G554	RADIO BASE STATION	\$ 3,067
G555	RADIO UNIT (MOBILE OR HAND HELD)	\$ 80,560
G556	TELEPHONE EQUIPMENT	\$ -
G557	FAREBOXES	\$ -
G559	OTHER EQUIPMENT	\$ -
G561	30 TO 40 FT TRANSIT BUS W/ LIFT (EXP.) 12-YR	\$ -
G562	30 TO 40 FT TRANSIT BUS W/ LIFT (EXP.) 10-YR	\$ -
G563	25 FT LIGHT TRANSIT VEHICLE (EXPANSION)	\$ -
G564	22 FT LIGHT TRANSIT VEHICLE (EXPANSION)	\$ -
G565	VAN CONVERSION (EXPANSION)	\$ -
G566	STANDARD VAN (EXPANSION)	\$ -
G567	25 FT LIGHT TRANSIT VEHICLE W/ LIFT (EXP.)	\$ -
G568	LIFT EQUIPPED VAN (EXPANSION)	\$ -
G569	CENTER AISLE VAN (EXPANSION)	\$ -
G571	MINI-VAN (REPLACEMENT)	\$ 41,000
G572	MINI-VAN (EXPANSION)	\$ -
G573	ALLOWABLE ALTERNATE VEHICLE (REP/EXP)	\$ -
G574	SUPPORT VEHICLE (SPECIFY REP. OR EXP.)	\$ -
G575	20 FT LT TRANSIT VEHICLE (SPECIFY REP OR EXP)	\$ -
G576	22 FT LIGHT TRANSIT VEHICLE W/ LIFT (REP.)	\$ -

<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>
G577	OTHER TRANSIT VEHICLE (EXPANSION)	\$ -
G578	20 FT LT TRANSIT VEHICLE W/ LIFT (REP. OR EXP.)	\$ 168,000
G579	22 FT LIGHT TRANSIT VEHICLE W/ LIFT (EXP.)	\$ -
G585	BUS STOP SIGNS	\$ -
G591	VEHICLE LETTERING AND LOGOS	\$ 2,800
G595	SERVICE VEHICLE (SPECIFY REP. OR EXP.)	\$ -
G596	VEHICLE SECURITY/SURVEILLANCE EQUIPMENT	\$ -
G598	28' LIGHT TRANSIT VEHICLE W/LIFT (REP. OR EXP)	\$ -
G599	OTHER CAPITAL	\$ -
	TOTAL CAPITAL	\$ 456,727

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET
SALARY AND WAGE DETAIL

PROJECT: 11-CT-089
SPONSOR: UNION COUNTY

SQ NO	POSITION	NO	%	FTE RATE	BUDGET AMOUNT
DEPT. 4521 OBJECT CODE 121					
01	DIRECTOR	01	80%	\$ 60,240	\$ 48,192
02	ASSOCIATE DIRECTOR	01	100%	\$ 41,000	\$ 41,000
03	BILLING REP	01	100%	\$ 30,740	\$ 30,740
					\$ -
					\$ -
					\$ -
					\$ -
	TOTAL - OBJECT CODE 121				\$ 119,932
DEPT. 4521 OBJECT CODE 125					
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	TOTAL - OBJECT CODE 125				\$ -
DEPT. 4521 OBJECT CODE 126					
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	TOTAL - OBJECT CODE 126				\$ -
TOTAL DEPT. 4521 SALARIES AND WAGES					\$ 119,932

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 PUBLIC TRANSPORTATION DIVISION
 PROJECT NUMBER: 11-CT-089
 APPROVED BUDGET SUMMARY
 EFFECTIVE DATE JULY 1, 2010

PROJECT SPONSOR: UNION COUNTY
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NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 11-CT-089
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DEPARTMENT 4521 - ADMINISTRATION

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G199	OTHER - PROFESSIONAL SERVICES	\$ -
G211	JANITORIAL SUPPLIES - (HOUSEKEEPING)	\$ -
G212	UNIFORMS	\$ -
G261	OFFICE SUPPLIES AND MATERIALS	\$ -
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G322	INTERNET SERVICE PROVIDER FEE	\$ -
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G341	PRINTING AND REPRODUCTION	\$ -

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G396	MANAGEMENT SERVICES	\$ -
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G411	RENT OF LAND	\$ -
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G454	INSURANCE - PROFESSIONAL LIABILITIES	\$ -
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NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 11-CT-089
SPONSOR: UNION COUNTY
WBS: 36233.105.10.3

DEPARTMENT 4523 - CAPITAL I

<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>
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G512	OFFICE EQUIPMENT	\$ -
G513	AUDIO-VISUAL EQUIPMENT	\$ -
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G599	OTHER CAPITAL	\$ -
	TOTAL CAPITAL	\$ 456,727

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET
SALARY AND WAGE DETAIL

PROJECT: 11-CT-089
SPONSOR: UNION COUNTY

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03	BILLING REP	01	100%	\$ 30,740	\$ 30,740
					\$ -
					\$ -
					\$ -
					\$ -
	TOTAL - OBJECT CODE 121				\$ 119,932
DEPT. 4521 OBJECT CODE 125					
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	TOTAL - OBJECT CODE 125				\$ -
DEPT. 4521 OBJECT CODE 126					
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
	TOTAL - OBJECT CODE 126				\$ -
TOTAL DEPT. 4521 SALARIES AND WAGES					\$ 119,932

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date:

Action Agenda Item No. 4/12
(Central Admin. use only)

SUBJECT: CRWSP Purchase of Mitigation Credits

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:
Ed Goscicki

TELEPHONE NUMBERS:

704-292-4212

DEPARTMENT'S RECOMMENDED ACTION: Approve the revision to the Stream Mitigation Plan as described below and authorize the Manager to approve the associated purchase agreement following legal review.

BACKGROUND: At the Board's Oct 4th Meeting the Board voted to accept the Mitigation Plan for the Catawba River Water Supply Project and authorize the immediate purchase of mitigation credits from each of three Mitigation Banks and allow the County Manager to approve the Agreement upon legal review. The initial purchases approved by the Board were for a total of \$1,511,000.

As furtherance of this effort on Oct 18th the Board approved entering into a Preliminary Reservation of Stream Restoration Credits with the Sandy Forks Stream Mitigation Bank pursuant to which Union County was asked to pay half of 10% of the cost of these credits, or \$20,400, which will be matched by LCWSD. In return for payment, the bank set aside 3400 mitigation credits.

In finalizing negotiation with the three mitigation banks some changes to the proposed contract terms were anticipated. The Taylor Creek Stream Mitigation Bank was to sell us 15,000 credits for an initial payment of \$675,000 with a future payment of \$450,000 after our permit from the Army Corp of Engineers has been recieved. We are now being asked to pay a larger portion (an additional \$100,000) of the total cost as part of the initial payment for these credits but in doing so we establish a first right of refusal on additional credits that may become available, at the same unit price. The total payment for these mitigation credits stays the same as the original proposal.

Negotiations with the other two banks are anticiapted to result in contracts within the originally approved dollar amounts

FINANCIAL IMPACT: \$100,000

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation: