



AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, August 31, 2009
7:00 P.M.
Board Room, First Floor
Union County Government Center
500 North Main Street
Monroe, North Carolina

www.co.union.nc.us

Closed Session - 6:00 P.M.

1. **Opening of Meeting**
 - a. **Invocation**
 - b. **Pledge of Allegiance** - Led by Holly Gosnell and Rebecca McCall, Girl Scout Gold Award Recipients
2. **Informal Comments** (*Estimated Time: 15 Minutes)
3. **Additions, Deletions and/or Adoption of Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Adoption of Agenda
4. **Consent Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Approve items listed on the Consent Agenda
5. **Public Information Officer's Comments** (*Estimated Time: 10 Minutes)
6. **Miscellaneous Presentations and Updates** (*Estimated Time: 20 Minutes)
 - a. Update by Phillip Tarte, Health Director, Regarding H1N1 Flu Virus
 - b. Farm City Week Presentation by Richard Melton, County Extension Director, and Everette Medlin, Chair, Union County Agricultural Advisory Board
 - c. Farmers Market Presentation by Jeff Rieves, Extension Agent, Horticulture**ACTION REQUESTED:** Receive updates and presentations

Old Business:

7. **Fire Study Request for Proposals** (*Estimated Time: 15 Minutes) (From August 11, 2009, Meeting)
ACTION REQUESTED: Either Action #1) Authorize staff to negotiate an agreement with Emergency Services Education and Consulting Group (ESECG) in an amount not to exceed \$76,000 and return the agreement to the Board for approval at a future meeting; or Action #2) Authorize the County Manager to approve an agreement with Emergency Services Education and Consulting

*Estimated Times Only

Group (ESECG) in an amount not to exceed \$76,000 and approve Budget Amendment #7

8. **Belk-Tonawanda Park** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Discuss and provide direction to staff
9. **County Attorneys' Policies** (*Estimated Time: 15 Minutes) (from August 11, 2009, Meeting)
ACTION REQUESTED: Receive update
10. **Update on Anson Agreement** (*Estimated Time 20 Minutes)
ACTION REQUESTED: Approve amendment to Anson Agreement in concept to extend the term and increase the minimum purchase provision; and authorize the manager to approve final document subject to legal review
11. **Appointments to the Transportation Advisory Board**
 - a. Five (5) Members from Unincorporated Union County who are Located in Areas Not Served by the Focus of a Municipality
 - b. Parks and Greenway Representative**ACTION REQUESTED:** Consider appointments

New Business:

12. **Marvin Deputy Agreement** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: (i) Authorize County Manager to approve the new Marvin deputy agreement; (ii) approve budget ordinance amendment #8; and (iii) increase full/part-time positions allocated to the Sheriff's Office from 249.55 to 251.55 reflecting two additional deputies in accordance with the terms of the agreement.
13. **Proclamation for National Long-Term Care Residents' Rights Week 2009**
ACTION REQUESTED: Adopt Proclamation
14. **Announcements of Vacancies on Boards and Committees** (*Estimated Time: 10 Minutes)
 - a. Adult Care Home Advisory Committee (6 Vacancies)
 - b. Nursing Home Advisory Committee (4 Vacancies)
 - c. Region F Aging Advisory Committee (1 Vacancy)
 - d. Juvenile Crime Prevention Council:
 1. Member of Faith Community
 2. County Commissioner Appointees (3)
 3. Substance Abuse Professional
 - e. Union County Industrial Facilities and Pollution Control Authority (2 Vacancies for Unexpired Terms Ending May 2014)**ACTION REQUESTED:** Announce Vacancies
15. **Manager's Comments**
16. **Commissioners' Comments**

CONSENT AGENDA
August 31, 2009

1. **Contracts/Purchase Orders Over \$20,000**
 - a. Settlement and Release Agreement with Itron (Public Works)
ACTION REQUESTED: Authorize County Manager to approve pending legal approval

2. **Minutes**
ACTION REQUESTED: Approval

3. **Union Soil and Water Conservation District Operational Agreement**
ACTION REQUESTED: Authorize the County Manager to approve agreement

4. **Library - Application for State Aid to Public Libraries**
ACTION REQUESTED: Authorize execution of Application by the Chairman and submission of Application to the State Library of North Carolina

5. **Finance**
 - a. Motor Vehicle Tax Refund Overpayments for July 2009 in the Amount of \$4,745.31
ACTION REQUESTED: Approve overpayments

6. **Tax Administrator**
 - a. Departmental Monthly Report for July 2009
ACTION REQUESTED: Approve

#####
INFORMATION ONLY
NO ACTION REQUESTED

1. Contract Lists
 - a. Central Administration
 - b. Communications
 - c. Finance
 - d. General Services
 - e. Health
 - f. Information Systems
 - g. Inspections
 - h. Internal Auditor
 - i. Legal
 - j. Library
 - k. Outside Agencies
 - l. Parks and Recreation
 - m. Personnel
 - n. Public Works
 - o. Register of Deeds
 - p. Sheriff
 - q. Social Services



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, August 31, 2009, 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 discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations in accordance with G.S. § 143-318.11(a)(4); and 2) to discuss matters within the attorney/client privilege in accordance with G.S. 143-318.11(a)(3).

Lanny Openshaw

Lanny Openshaw, Chairman
Union County Board of Commissioners

Two earn Girl Scouts' Gold

BY TIFFANY LANE
Staff Writer

MONROE

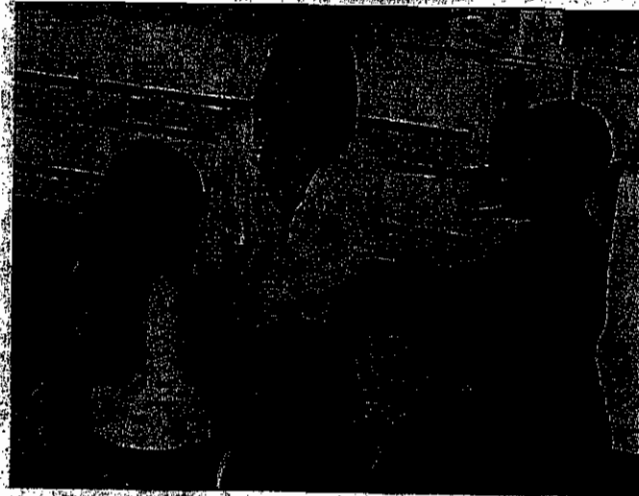
Piedmont High School juniors Holly Gosnell and Rebecca McCall have been friends since third grade when they joined the same Girl Scout troop. Both girls recently received their gold pins, the highest award in Girl Scouts, after spending a combined total of about 214 hours on service projects.

McCall led a Go Green Day for younger Scouts, teaching them what "carbon footprint" and "recycle" mean, educating them on endangered animals and joining them in making household cleaners and toys out of recyclable materials. She said she wanted to be a Girl Scout since kindergarten when her older sister was in Scouts and hopes to pass on what she's learned to the

other girls.

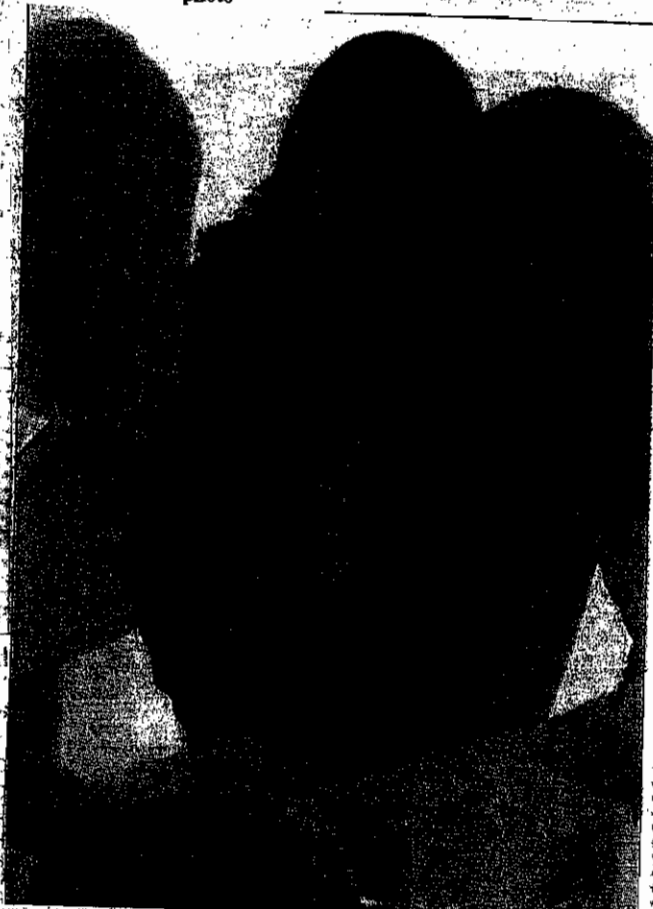
McCall and Gosnell are still in the same troop, but Gosnell focused on children with special needs for her Gold Project, designing toys to improve their motor skills. The toys were delivered to Unionville and Sardis Elementary Schools, First Presbyterian Preschool in Monroe, the Head

See GOLD / Page 14A



Holly Gosnell works with a group of children at First Presbyterian Preschool. Gosnell and Rebecca McCall have been awarded the highest honor in Girl Scouting.

Contributed photo



Rebecca McCall on a project that helped her earn the Gold Award. It is the Girl Scout equivalent of the Eagle Award for Boy Scouts.

Gold

Continued from Page 1A

"Start program and Walter Bickett Education Center, Boy Scouts helped build the wooden toy boxes they were delivered in.

"I got to see how it helps people in the community," said Gosnell, adding that the project was near and dear to her heart because her cousin has autism. She dedicated the project to another friend, Alex Taylor, who had muscular dystrophy and died at 15. "He was an amazing person," she said. Gosnell's goal is to be a special education teacher for elementary school students.

Both girls said camping was always their favorite part of Girl Scouts growing up, but their tastes have changed a little since their final projects.

For a landscaping project at Unionville Com-

munity Center, McCall learned "that there are so many people that would drop everything that they're doing to come help me. Nineteen people showed up in the rain on Valentine's Day to help," she said.

Still, she said constant homework assignments didn't always mesh well with project planning. "You feel like you want to procrastinate, but you can't." Along with juggling school work with Girl Scouts, McCall works at a local corn maze in the fall and has taken up ice skating in her spare time. She hopes to be a marine biologist.

Gosnell is also involved in school, playing the piccolo and flute in the marching band and the orchestra at church. She said Scouts has "taught me how to budget my time."

Their next challenge? Exams.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 8/31/09

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

SUBJECT: H1N1/Seasonal Flu Update

DEPARTMENT: Public Health **PUBLIC HEARING:** No

ATTACHMENT(S): None **INFORMATION CONTACT:**
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: None

BACKGROUND: The Health Department, over the last several months, has surveilled flu activity and intervention efforts related to the H1N1 worldwide outbreaks. It is the intent of the presentation to publicly inform the Union County Board of Commissioners and general public regarding the counties preparation and partnering activities for the current H1N1 strain and upcoming seasonal flu.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 8-31-09

Action Agenda Item No. 66
(Central Admin. use only)

SUBJECT: Invitation to BOCC to attend 2009 Farm City Celebration

DEPARTMENT: NC Coop. Ext. **PUBLIC HEARING:** No

ATTACHMENT(S): None **INFORMATION CONTACT:**
Richard Melton

TELEPHONE NUMBERS:
704-283-3738

DEPARTMENT'S RECOMMENDED ACTION: For BOCC to attend Celebration with all five in attendance.

BACKGROUND: Our Farm-City Celebration is an opportunity to recognize the role agriculture plays in Union County and to increase understanding between the urban and farm communities. This year the Farm-City Committee has worked hard to create a little different environment for those things to occur. There will be several activities during the week that will help to add to the overall experience.

The celebration banquet will be held Thursday, September 24th at 6:30 p.m. at the Agricultural Services and Conference Center. The entertainment will feature musical presentations by Union County 4-Her's. That is one way we are trying to highlight the centennial celebration of 4-H in North Carolina. Plus it is a chance for the community to see some of their very own home grown talent.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 8-31-09

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

SUBJECT: Update on Union County Farmers Market

DEPARTMENT: NC Cooperative Extension **PUBLIC HEARING:** No

ATTACHMENT(S): N/A **INFORMATION CONTACT:** Jeff Rieves

TELEPHONE NUMBERS:
704-283-3741

DEPARTMENT'S RECOMMENDED ACTION: None

BACKGROUND: With all the interest in local foods and food safety in the current economic situation, the local Farmers Markets can provide fresh foods to many Union County citizens. The UC Market currently has several new programs that they are offering.

Jeff will be providing a general update on the local markets.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 31, 2009 - Deferred from August 11, 2009, Meeting

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

SUBJECT: Fire Study

DEPARTMENT: Fire Marshal's Office **PUBLIC HEARING:** No

ATTACHMENT(S):

Bid Tabulation 2009-016 Fire
Protection Study

ESECG Proposal

Letter from ESECG dated August 17,
2009

INFORMATION CONTACT:

Neal Speer

TELEPHONE NUMBERS:

704-296-4296

704-226-5582

DEPARTMENT'S RECOMMENDED ACTION: Either Action #1) Authorize staff to negotiate an agreement with Emergency Services Education and Consulting Group (ESECG) in an amount not to exceed \$76,000 and return the agreement to the Board for approval at a future meeting; or Action #2) Authorize the County Manager to approve an agreement with Emergency Services Education and Consulting Group (ESECG) in an amount not to exceed \$76,000 and approve Budget Amendment #7

BACKGROUND: On February 2, 2009 the Union County Board of Commissioners directed staff to develop an RFP for consulting services to conduct a fire study for Union County. The purpose of the study, among other things, would be to:

1. Define "adequate fire protection" for the County as a whole and for each of the 18 volunteer fire departments
2. Make recommendations regarding funding for fire protection services
3. Make recommendations as to changes to the various fire district lines that might be warranted to accomplish the adequate fire protection definition and goals.

An RFP committee was created with members of the Union County Fire Chief's Association including Johnny Blythe, Don Gaddy, Chris Griffin, Joshua Dye, Robert Sweatt, and Charlie Porter; along with Dawn Hinkel and Neal Speer representing county staff. Commissioner Kuehler also asked that Rick Denton serve on the committee to represent the Union County Fire Commission. The committee met four times; on February 17th and 24th, and on March 4th and 9th and reached consensus to recommend the draft RFP go to the Fire Chief's Association, then

to present to the Fire Commission. Staff was directed to accomplish the development of the RFP and review by the Fire Chief's Association and the Fire Commission in sufficient time to have the final recommendation on the Board of Commissioners agenda for April 6th.

The Fire Chief's Association met on March 12th, 2009 to consider the draft RFP. After discussion the Chief's Association recommended the RFP be approved, contingent upon amending language regarding "adequate fire protection" to reflect "fire protection needs" throughout the document. The concern expressed by the Chief's Association was that the wording "adequate fire protection" gave a connotation of an absolute minimum level of service instead of determining the fire protection needs of the community.

On March 19th, 2009 the Union County Fire Commission met to consider the RFP. Neal Speer, representing Union County staff gave an overview of the process that was involved in developing the RFP. Johnny Blythe, representing the Union County Fire Chief's Association, discussed the concern of the Chief's Association with the use of the phrase "adequate fire protection". After some discussion, the Fire Commission recommended sending the RFP to the Board of Commissioners for approval and also recommended replacing the phrase "adequate fire protection" where it appears in the document with "fire protection needs".

This study will define what the fire protection needs are for all areas of Union County. In addition the study will:

Analyze the administration and organization of fire suppression forces
Perform evaluations of apparatus and inventory equipment and mobile water supply apparatus

Evaluate water sources and identify additional water source needs

Recommend future station locations and size

Determine adequate personnel requirements

Provide budget analysis and financing options for the fire service

Discuss and make recommendations regarding insurance and ISO ratings, mutual aid availability

Review standard operating practices and procedures

Analyze population distribution and future growth trends

Conduct a risk analysis of target and special hazards

Evaluate training programs of fire fighters, pump operators, and officers, and determine an adequate cost for operational and administrative costs.

The consultant will solicit input from each municipal governing board as to their concept of the fire protection needs within their individual town, as well as input from the public through forums conducted within communities. The consultant will also meet with members of each volunteer fire department, their chiefs and board of directors.

A formal presentation of the final report along with a detailed explanation of the findings and recommendations will be made to the Union County Board of Commissioners, Union County Fire Chiefs Association and the Union County Fire Commission. The final report shall include prioritized recommendations that Union County may implement or phase in over a period of time that will include cost estimates for each phase.

Union County staff utilized the same committee that had assisted in writing the RFP to evaluate the vendors who bid on the fire study. The evaluation criteria as outlined in the RFP are as follows;

Response to the requirements of this RFP.
Previous experience in fire protection planning in a similar environment.
Expertise and experience of individuals assigned to this project.
Cost of the project.
Projected completion date and history of the firm in completing similar projects in a timely manner.
References.
Review of deliverables from similar projects developed for other jurisdictions.

Each vendor was scored independently by the committee members and the scores were collectively tallied. The number one ranked vendor by the committee is Emergency Services Education and Consulting Group (ESECG) with a total proposed cost of \$76,000.00. Number two is Emergency Services Consulting International with a total proposed cost of \$192,271.00. Number three is Matrix Consulting Group with a total proposed cost of \$118,300.00.

ESECG is a division of Volunteer Firemen's Insurance Services (VFIS) which has provided insurance coverage to fire departments and rescue squads since 1969. In 1979 their training group was created to provide their clients with driver training, accident and loss prevention education. Out of this group developed the Emergency Services Education and Consulting Group that provides consulting services. Collectively the organization provides advice and council to over 200 public safety organizations annually.

ESECG was selected because the committee felt the proposal best met the requirements of the RFP. ESECG has recently conducted Fire Service or Rescue studies in Carteret County and Mecklenburg County, NC. Committee members contacted Carteret County and Mecklenburg County personnel independently and both expressed satisfaction with the quality of work that ESECG performed in these counties. ESECG is able to meet the six month time frame to complete the study that is outlined in the RFP.

The proposed cost of the number two ranked vendor is \$116,271.00 more than the number one ranked vendor. The proposed cost of the number three ranked vendor is \$42,300.00 more than the number one ranked vendor.

The recommended action is to authorize staff to negotiate an agreement with Emergency Services Education and Consulting Group (ESECG) and return the agreement to the Board for approval at a future meeting. However, if the Board is concerned with time constraints regarding the implementation of any recommendations during the current budget year, it could authorize the Manager to approve an Agreement with Emergency Services Education and Consulting Group (ESECG) in an amount not to exceed \$76,000, pending legal approval, and approve the necessary budget amendment.

FINANCIAL IMPACT: The FY2010 budget contains \$64,943 for the fire service study. Assuming Emergency Services Education and Consulting Group (ESECG) is selected, a budget ordinance amendment will be necessary in order to fund the remainder of the proposed cost of \$76,000. The amendment is in the amount of \$11,057.00 with contingency being the funding source.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:



ESECG
... a subsidiary of VFIS

Emergency Services Education & Consulting Group

183 Leader Heights Road • P.O. Box 2726 • York, PA 17405 • (800) 233-1957 • Fax: (717) 741-3130 • www.esecg.com

August 17, 2009

Mr. Neal Speer, Fire Marshal
Union County
805 Skyway Drive
Monroe, NC 28110

Dear Fire Marshal Speer

Emergency Service Education and Consulting Group (ESECG) is a division of VFIS Inc, a leading provider of insurance, training, and risk management services to the emergency service community. For over 20 years, we have also provided consulting services to assist insured and non-insured clients with emergency service operational issues.

The education, training, and consulting staff is not directly involved in the sale of insurance and financial products/services to fire companies in Union County North Carolina. The staff involved in the consulting work are in fact fire service operational and educational experts as opposed to a traditional insurance sales agent. In fact the staff assigned to the project may have had contact with Union County Fire Officials in the past as a course instructor, conference lecturer, or fellow fire service trade group member. However, there is no relationship between the sale of insurance, service of the insurance agreement, or claim handling, by any of the consulting team.

In addition, ESECG has not had any prior complaints regarding conflict of interest and our ability to be objective in the analysis of our projects.

If you have any further questions, feel free to contact me.

Sincerely,

William F. Jenaway, Ph.D., CFPS, CFOD, MIFE, CSP
Executive Vice President
Chief Operating Officer

BUDGET AMENDMENT

BUDGET Fire Marshal's Office REQUESTED BY Neal Speer
 FISCAL YEAR FY2010 DATE August 31, 2009

INCREASE

Description

Operating Expenditures 11,057

DECREASE

Description

Contingency 11,057

Explanation: Appropriate additional funding for Fire Service Study.

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

FOR POSTING PURPOSES ONLY

DEBIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>
<u>10543400-5381</u>	<u>Professional Services</u>	<u>11,057</u>

CREDIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>
<u>10592000-5920</u>	<u>Contingency</u>	<u>11,057</u>

Total 11,057

Total 11,057

Prepared By dhc
 Posted By _____
 Date _____

Number 7

June 2, 2009

Bid Tabulation 2009-016 Fire Protection Study

Vendor	Cost Proposal	Possible Additional Misc. Costs	Alternate Option	Total Cost Proposal
ESECG	\$ 68,500.00	\$ 7,500.00		\$ 76,000.00
Management Advisory Group, Inc.	\$ 39,800.00	\$ -		\$ 39,800.00
System Planning Corporation	\$ 59,873.00	\$ -		\$ 59,873.00
Matrix Consulting Group	\$ 118,300.00	\$ -	\$ 91,600.00	\$ 118,300.00
Emergency Services Consulting Int	\$ 192,271.00	\$ -	\$ 151,670.00	\$ 192,271.00
The Sage Group	\$ 55,000.00	\$ -		\$ 55,000.00
ICMA Public Safety Services	\$ 90,000.00	\$ -	Plus travel	\$ 90,000.00
JLN Associates	\$ 58,000.00	\$ -		\$ 58,000.00
Springsted	\$ 79,870.00	\$ 7,500.00		\$ 87,370.00

Emergency Services Education and Consulting Group presents:

A Consulting Services Proposal

for

Union County, North Carolina

May 29, 2009



ESECG

*Emergency Services
Education & Consulting Group*
A Subsidiary of VFIS

**183 Leader Heights Road
York, PA 17402**

Call: (800) 233-1957

Fax: (717) 747-7028

Web Site: www.vfis.com



INTRODUCTION & EXECUTIVE SUMMARY

Emergency Services Education and Consulting Group (ESECG) a division of VFIS is pleased to submit this proposal for consideration to Union County, North Carolina to conduct a county-wide Fire Protection Study. This study will include:

1. An analysis of the strengths and weaknesses of the fire departments that provide emergency services, including
 - a. Fire suppression
 - b. Rescue
 - c. Medical response
 - d. Hazardous materials response
 - e. develop a comprehensive Fire Protection Master Plan for the county
2. A definition of fire protection needs for the county as a whole and for each of the 18 volunteer fire departments.
3. A recommendation on how fire protection should be funded.
4. A recommendation on what, if any changes to the various fire district lines should be made to accomplish the fire protection needs, definition and goal.
5. An analysis of the administration and organization of fire suppression forces, including:
 - a. Evaluations of apparatus
 - b. Equipment inventory and mobile water supply apparatus
 - c. Identification and evaluation of water sources
 - d. Future station locations and size recommendations
 - e. Personnel requirements
 - f. Budget analysis and financing options for the fire service
 - g. Insurance and ISO ratings
 - h. Analysis of population distribution and future growth trends
 - i. Conduct a risk analysis of target and special hazards
 - j. Evaluate training programs of firefighters, pump operators and officers
 - k. Determine an adequate cost for operation, maintenance and administrative costs

VFIS began providing insurance coverage to fire departments, ambulance and rescue squads in 1969. In 1979, as the leading emergency service insurance provider, VFIS created its first educational program. This new venture was designed to help clients better understand how to operate emergency vehicles, prevent accidents and reduce loss. The program was well received, and over the next two decades an array of training and educational offerings were added, and VFIS Education and Training was born.

Emergency Services Education and Consulting Group, once a concept, became a reality in 1976, when there were several claims reported to VFIS, related to driver training. Our Loss Control Department took these claims seriously. VFIS researched these claims and decided to start a training program to reduce the losses taking place. The Education Training Services (ETS) Department was established and we continued to grow through



the years in knowledge and experience, as Emergency Services Education and Consulting Group. Our home is in York, Pennsylvania on the campus of The Glatfelter Insurance Group. Our full-time Education, Training and Consulting Staff has over 300 years of combined emergency service experience.

Our combined staff provides advice and counsel to over 200 public safety organizations each year, across the US and abroad. Our programs, concepts, and philosophies are state of the art and designed to help clients implement real world and proven solutions.

In the 1990's consulting services became a consistent client need. Today, VFIS/ESECG offers over 600 programs and trains some 20,000 emergency responders annually while conducting customized consulting services on a regular basis. Our staff consults with clients daily in the area of fire service management expertise and operations. As an example of recent project, VFIS/ESECG has provided the following fire service consulting services over the last three (3) years:

National Level

- United States Fire Administration – 21st Century Emergency Services Recruitment and Retention (text and training program)
- United States Fire Administration – Safe Vehicle Operations for Volunteer and Small Combination Emergency Service Organizations
- National Volunteer Fire Council
- Volunteer Fire Department and EMS Cost Savings Calculators
- NVFC Strategic Plan
- Establishing Mutual Aid Agreements in Volunteer and Small Combination Emergency Service Organizations
- Threat Assessment Program
- Fire Corps Curriculum Development

State Level

- Delaware State Fireman's Association – Development of a Strategic Plan for Recruitment and Retention of Fire and EMS Personnel in the State of Delaware.
- Massachusetts Call/Volunteer Fireman's Association – Recruitment and Retention Training

County/Regional/Local Level

Carteret County, North Carolina,

- Rescue Services Assessment.
- Fire Services Assessment
- EMS Assessment



Mecklenburg County, North Carolina - Fire Services Study

Tri-Borough Fire Association – Multiple Fire/EMS Agency Consolidation project

Upper Dublin Township, Montgomery County, Pennsylvania, Risk Analysis and Standard of Response Cover

Moorestown Fire District #1 and Moorestown First Aid Squad, New Jersey – Fire and EMS Evaluation and Strategic Plan

Upper Providence Township, Pennsylvania – Fire Service Training, Officer Qualification and Programmatic Development

Lower Gwynedd Township, Pennsylvania, Fire/EMS Evaluation & Station Location Study

Lower Moreland Township & Bryn Athyn Borough, Pennsylvania, Fire & EMS Evaluation and Station Location Study

Millersville Borough & Manor Township, Pennsylvania, Fire Services Consolidation

***Our ESECG Associates identified for service on this project
have over 300 years of emergency service experience.***

REFERENCES

Jim Cabbage, Executive Director, Delaware Volunteer Firemen's Association
302-734-9390, exsec@dvfassn.com

JoAnn Smith, Director of Emergency Services, Carteret County, NC
252-728-8470, joanns@carteretcountygov.org

Michael Fox, Fire Marshal, Mecklenburg County NC
Phone: 704-336-4375, michael.fox@mecklenburgcountync.gov

Heather Schafer, Executive Director, National Volunteer Fire Council
Phone 202,887-5700 x17, hschafer@nvfc.org



PROJECT APPROACH

ESECG would propose to use its typical customized approach to this project. The main focus points as presented by the RFP are included in the proposed statement of work which follows:

PHASE I – Initiate Project (complete within 45 days of contract signing)

- Upon award of contract, a joint planning discussion will occur with representations from Union County and ESECG leadership teams to develop a project plan. This will result in a plan that defines:
 1. Primary tasks to be performed
 2. Person(s) responsible for each task
 3. Timetable for each task to be completed
 4. Method of evaluating results
 5. Resources to be utilized
 6. Possible obstacles or problem areas associated with the accomplishment of each task. This plan will be completed within 14 days of the awarding of the project to the consultant. This plan will list actions of proposed interviewees.
 7. Data requirements will be presented to the Union County Leadership Team.

- Through a series of meetings and similar activities, gather information from the following:
 1. Union County Commissioner(s) – as desired
 2. Union County Manager, Fire Marshal, and Planner
 3. Other Union County officials as deemed necessary/appropriate
 4. Appropriate representatives of the business community and educational agencies
 5. Emergency Dispatch Center
 6. Schedule at least two public hearings/meetings to gain citizen input
 7. Representatives from each of the fire departments in the County (See Phase II)
 8. Law Enforcement leaders as deemed appropriate
 9. Others as they may contribute to this project, with approval of staff

• **Each of the primary responding agencies will be asked to complete a self-assessment questionnaire (based on current industry best practices and a propriety analytical tool developed by ESECG), which will then be correlated and validated by the consultants working on this project.**

From these interviews, the consultants will obtain an additional perspective on operational, staffing, economics, and policy issues facing the fire service. In addition the consultant will learn more about availability of data necessary to meet projected goals.



**PHASE IIA – Emergency Services Information Review/Analysis/Direction Setting
(complete within 60 days of contract signing)**

- Define and determine the fire protection needs for Union County.
- Conduct an analysis of the administration and organization of fire suppression forces and make recommendations for improvement.
- Conduct an analysis of insurance (ISO) ratings and make recommendations for improvement.
- Conduct an analysis of each fire station's location in relation to insurance district and response district boundaries including coverage maps.
- Conduct an evaluation of fire apparatus to include, but not limited to the following:
 - Inspect all apparatus on site. Review pump test records, evaluate age and condition, compare pump capacity with the needs of the area, and projected replacement dates.
 - Evaluate all mobile water supply apparatus by making on site flow and operational tests. Assign gallons per minute (GPM) rating based on the ability of each one to haul water over a distance of up to five miles.
 - Determine the amount of usable water, and make recommendations for improvement or replacement of tankers.
 - Make recommendations, along with documentation of the need, for additional apparatus with suggested specifications where needed.
 - Prepare an apparatus replacement schedule to be included in the final report by comparing both the apparatus recommendations of NC DOI, OSFM, NFPA 1901, and NFPA 1911.
 - Prepare a recommended long range capital budget to provide for replacement of apparatus in a timely manner, along with suggested methods of funding.
 - Compare the inventory of equipment that is available on all apparatus with NC DOI OSFM requirements and make recommendations on priorities and schedule for eliminating deficiencies.
 - Prepare tanker coverage maps showing GPM capabilities in each portion of the area based on the water supply points that have been identified and the capabilities of tankers that were established when they were evaluated. One map should show the existing flow capability with the second showing the expected flow capability after all recommended improvements have been made.
 - Prepare water supply coverage maps based on the distance around each hydrant system and water supply point that the tankers can travel as estimated on the tanker coverage maps. One map should show existing capability, with the other showing the proposed improvements.
 - Perform a risk analysis on specific target hazards and problem areas that have been identified by the fire department with fire flow needs and specific methods of satisfying them. This analysis should include detailed fire flow capabilities in areas that have to depend on mobile water supply to meet the needs of the risk.
 - Define the personnel requirements in order to provide for the fire protection needs considering the use of all volunteer, combination, or paid personnel.
 - Determine the adequacy of personnel in each fire department including a review of the number of alarms, average response to each of them, and the total number of active members in the department.



- Make recommendations for providing additional personnel where it is needed.
- Review standard operating practices and response to alarms, and make recommendations for improvements where they are needed.
- Review training records and determine the number of firefighters that have been certified by the state, participation in formal training programs and local training programs, and whether the individual records contain sufficient detail to meet the legal requirements and NC DOI OSFM standards.
- Evaluate the overall training program for firefighters and officers with special emphasis on mutual aid and inter-company training activities and make recommendations for improvement.
- Provide recommendations for training of officers, pump operators, and firefighters that would enable them to develop the skills that will be needed to implement this long range plan and improve the ISO rating of the rural departments.
- Conduct an analysis and determine the operating cost for each department.
- Conduct an analysis and determine the cost of training the personnel of each department.
- Conduct an analysis and determine the administrative cost for each department.
- Determine the cost of fire protection needs for each fire district and for Union County collectively as defined in paragraph "A" of this section.
- Conduct an analysis and determine the current and future financial needs of each department including a five year and ten year capital improvement plan.
- Recommend funding options that are available to Union County.

SPECIFIC CONCERNS TO BE ADDRESSED IN THE STUDY

Consistent with the Request for Proposal, the following specific concerns will be addressed in the study. A number of specific concerns have been identified that will have to be dealt with in this study, along with questions that need to be answered and decisions that will have to be made to provide the fire protection needs to all of the citizens and taxpayers, now and in the future. They include:

- Include the City of Monroe Fire Department in this study from a service and response viewpoint only. Their evaluation should be limited to the giving and receiving of automatic and mutual aid.
- Some of the volunteer fire departments are having difficulty in raising the money to purchase apparatus and equipment to meet their responsibilities.
- Some volunteer departments are located in areas with limited population and potential for financial support, but with fire protection responsibilities that require a minimum of apparatus, equipment and personnel.
- Rapid growth in industrial, commercial, and residential areas is placing demands on the emergency services that they may not be presently equipped to meet.
- Rapidly escalating costs of apparatus, equipment, and operating expenses are making it difficult for fire departments to maintain their present capabilities, much less purchase the additional apparatus and equipment that is needed.
- Volunteer Fire Departments frequently find it difficult to fund purchases of new apparatus. Additional funding sources will be required if the fire departments are to be expected to cope with the problems that they face.



- Water supply to provide the needed fire flow may be inadequate in many parts of the county.
- Public water systems distribution lines may not be large enough to provide the needed fire flow in many locations.
- Fire hydrant location and distribution may not be adequate.
- Large buildings are being constructed in areas where no public water supply is available.
- Static water sources throughout much of the county have not been identified and improved as needed.
- With the utilization of the E-911 system, it has brought a certain amount of standardization to the fire service. There is very little coordination between departments in establishing standard response and standard operating procedures.
- Union County has adopted the National Incident Management System and therefore Incident Command. However fire-ground organization with ICS has not been fully developed.
- Due to the rating system used by the NC DOI OSFM, insurance rates vary widely throughout the county from a protection class 5 to 9E in the insurance districts and to class 10 in the unprotected areas.
- Offer criteria for determining fire insurance and response district lines and recommend if, and/or how district lines should change in the future.
- The consultant should include input from each municipal town board as to their concept of the fire protection needs within their individual town.
- The consultant should include input from the public, by capturing comments from forums conducted within communities, including members of the volunteer fire department and individuals who have had close contact with the volunteer fire service in the county as well as from community member.
- Invite persons who have had experiences with the fire departments to attend meetings and solicit comments regarding their experiences and their expectations for service.
- Invite community members to attend and make comments as to their expectation for service.
- Invite members of the volunteer fire department to make comments.
- The consultant shall meet with and consider input from each fire department chief and its board of directors.

Data received by ESECG will be evaluated in concert with additional documents received from each agency meeting, including but not limited to

- A Risk and Demand Analysis for each fire company to determine resources needed including, but not limited to staffing, equipment, specialized equipment and cost estimates for equipment.
- The analysis for each station will include a Station Location and Response Time Analysis to determine the possible need to modify fire & rescue districts, establish new stations or move stations.
- Evaluate training programs and officer qualifications to assure an adequate and consistent level of service can be provided.



- Evaluate and determine the need for the extent of mutual aid activity and the existence of need for standard operating guidelines at the county level. This would include the current interface of local fire companies to the Fire Marshal with the intent to develop as much standardization of reporting, operations, and performance as possible.
- Review the contracts in use by the county and the relationship to each organization's operating practices.
- Review the budgeting process for each agency and county-wide approaches in place that can be integrated to make appropriate recommendations related to operating budgets, funding, fees, funding resources, and funding alternatives; as well as purchasing opportunities that may save money.

The following information will be provided by Union County for review by the ESECG/VFIS:

- A list of fire stations and a map showing the location of each of them, outlining each fire insurance district and response district.
- An inventory of the apparatus that is housed in each station, along with information on the age and condition.
- An inventory of the equipment that is carried on each piece of apparatus or available in each station.
- Budget information on each fire department including the amount and source of funding and expenditures in general categories.
- Information on personnel available in each department, status of training, and average response to alarms.
- ISO ratings for each department and a copy of the results of the latest ISO evaluation where it is available.
- Scale maps showing all roads, water lines, and hydrant coverage will be provided by Union County's GIS Department.
- Potential static or alternate sources of water for filling tankers that have been identified will be provided by each fire department.
- Data on population distribution, growth trends and projections, and expected property valuations for various areas.
- Locations and descriptions of target hazards or special problems that are to be evaluated.

RESPONSE INFORMATION FOR THE LAST THREE (3) YEARS (2008, 2007, 2006)
AS DIRECTED BY ESECG.

Opportunities will be identified for standardization, benchmarking and service delivery. They will include analysis of ISO Reports and Prior Consulting Reports



PHASE IIB – Site Visits and Meetings (complete within 90 days of contract signing)

- ESECG will conduct a series of site visits and meetings in Union County at the convenience of the staff and volunteers, to assure the project team meets with those individuals/groups indicated in Phase I. These visits will enable ESECG to acquire physical observations and assessments, enable interviews with various individuals and community members.
- A comparison will be made to national and regional benchmarks.

NOTE: It is anticipated that Union County will provide an individual who will play a key role in coordinating meetings.

PHASE IIC – Evaluation Items and Report Components (complete within 45 days of contract signing)

Activity:

Upon completing phase IIB, a county-wide summary evaluation will be prepared which will discuss the following aspects:

- Organizational Overview & Design, and Management Overview
- Mission, Vision and Goals of the organization
- Standard of Cover and Response Times
- Personnel Management, Staffing (including recruitment and retention)
- Recordkeeping
- Communications (internal and public communication/relations)
- Funding (including budgeting and financing)
- Capital Improvement Plan (including financing model)
- Facilities
- Apparatus and Equipment (type, serviceability and future needs)
- Training and Officer Qualifications
- Standard Operating Procedures (policies and organizational guidelines)
- Mutual Aid Agreements & Relationships

PHASE III – Prepare Draft Report (within 4 ½ months of contract signing)

A draft report will be submitted to Union County that will undergo a process review for accuracy by key Union County representatives and the consultant in preparation for the production of the final report. A meeting will be held with the assigned Union County team as well as a public meeting including editorial and critical comments.

PHASE IV – Prepare Final Report (complete within 6 months of contract signing)

Adhering to the parameters as established by the County, ESECG will prepare and present an oral and written report, in a meeting environment, focused for stakeholders in the process and local elected officials (as well as the public). In addition to the number of requested hard copies of the report, ESECG will also provide an electronic/PDF version of the final report suitable for posting and distribution on a public access website.



RESOURCES

Based upon the type of Request for Proposal and a match of staff resources to the perceived skill and knowledge sets necessary to meet the scope of work, we believe the staff members listed below would be best suited for this project either as on-site staff assessment team members or data/informational review specialists.

Why VFIS/ESECG is most qualified to perform this project for Union County

The expertise in analytical approach, knowledge of the discipline, knowledge of the region, and establishing benchmarks is the hallmark of the team assigned to this project that would assure success. ESECG, coupled with its parent's experience of VFIS, the leading provider of insurance, financial products and education to the volunteer emergency service community, is un-matched in its knowledge, skills, expertise, and performance in understanding and enhancing volunteer and combination emergency service organizations. In addition, the opportunity for fire service representatives in Union County to learn from this team's vast experience is enormous. Most importantly they all work together to understand the future needs and enhance the county's emergency service system. In the RFP, you have specifically referenced NFPA Standards to use as evaluative tools. We maintain representatives on these committees as follows:

NFPA 1021 – Bill Jenaway, member and former chair

NFPA 1500 – Dave Love, member

NFPA 1001 – Mike Young, member

NFPA 1901 – Bill Jenaway, member

NFPA 1720 – Richard Trexler, member

In addition, Bill Jenaway is Vice-Chair of the Commission on Fire Service Accreditation.

William F. Jenaway, Ph.D., CFO, CFPS, Principal Consultant, Project Manager.

Dr. William F. Jenaway, CFO, CFPS will serve as Project Manager for this engagement. Dr. Jenaway is the CEO of ESECG responsible for training, education and consulting services provided to clients of VFIS and ESECG. His organization provides training to over 20,000 fire/EMS personnel annually and provides technical guidance and consultation to over 200 agencies annually. He has served as Chief and Fire Marshal of the East Bethlehem Township, Pennsylvania, Volunteer Fire Department; and as Chief and President of the King of Prussia, Pennsylvania, Volunteer Fire Company, as well as being Chairman of the municipality's Fire and Rescue Services Board. Under Chief Jenaway's leadership, the department became the first all volunteer Accredited Fire Service Agency in the US. Fire Chief Magazine named him the "Volunteer Fire Chief of the Year" in 2001. Bill's background includes 30-plus years of volunteer fire and EMS experience. In 2004 he was named to Chair the Pennsylvania Senate Resolution 60 Commission to evaluate and provide recommendations to the Pennsylvania legislature and fire service on strategic approaches to the state's fire and EMS delivery system. Over the years, Bill has authored over 200 articles, seven texts and provided over 100 speeches on fire and life safety issues. He holds Certified Fire Protection Specialist and Certified



Fire Officer designations as well. In 1999 he was named to the Presidential/Congressional Commission known as the "Advisory Panel to Assess Preparedness for Terroristic Acts Involving Weapons of Mass Destruction" (a/k/a Gilmore Commission). Dr. Jenaway also serves as President of the Congressional Fire Services Institute and is Past President of the Pennsylvania Fire Services Institute. He serves on the National Fire Protection Association Committees of Emergency Services Risk Management, Providing Emergency Services to the Public, Fire Department Apparatus, and Fire Service Training. Dr. Jenaway is in his second, three-year term as a Commissioner on the Commission on Fire Department Accreditation. Bill serves as an adjunct faculty member in the Graduate School of Public Safety at St. Joseph's University in Philadelphia (Risk Analysis, Strategic Planning & Disaster Preparedness) and the Graduate School of Legal Studies at California University of Pennsylvania (Terrorism Threat Assessment).

Daniel B.C. Gardiner, M.S., CFPS, Consultant, Site Team Leader

Daniel B.C. Gardiner retired as the Chief of the Department of Fire-Rescue Services, in Fairfield, Connecticut, serving there for 31 years. Fairfield is a combination (career and volunteer) fire/EMS department. Prior to his appointment as Chief, he was the department's Budget Control Officer in charge of a budget of over eight million dollars. Chief Gardiner holds a Bachelor's Degree in Fire Science and holds two Masters Degrees, one in Public Administration and one in Fire Science Technology, from the University of New Haven, Connecticut. He serves on the NFPA 1021 Committee (Fire Officer Standard). Chief Gardiner has been extensively involved in fire department consulting projects, as well as managing and conducting assessment center activities for various positions, throughout the Northeast. He has also provided testimony before numerous fire commissions, boards of inquiry and study panels, in addition to serving on a number of review boards as well. An author of a number of fire service texts and articles, Chief Gardiner edited the book, *Managing Fire Department Operations*, and co-authored the best selling text, *Fire Protection in the 21st Century*. Now serving his fifth term as a Director of the Certified Fire Protection Specialist Board, Chief Gardiner speaks nationally on fire protection, and fire service finance. He is a Past President of the International Society of Fire Service Instructors and a Past President of the Fire Department Safety Officers Association.

Richard Trexler, Consultant, Project Member.

Richard retired as Fire Chief of Colfax Fire Department in Guilford County, NC after twenty years of service. He has worked on many projects with ESECG as a consultant. Richard worked with New Hanover County, NC and Brunswick County, NC on an evaluation of the fire departments in those counties. He was project manager in Davie County, NC on an evaluation of fire and rescue services. He assisted with projects in Brenham, Texas, Port Washington, NY, Okeechobee, FL, Estero, FL and Johnstown, PA, among others. He was instrumental with the growth study in Winston Salem, NC and has worked with the cities of Greensboro and High Point in NC on consolidation/merger studies and the development of Strategic Planning efforts. Richard has been a presenter at the Fire Department Instructors Conference and at regional and state conferences. He worked with Guilford County, NC in the development of a Strategic Plan involving



twenty seven fire departments. Richard has extensive experience working with LEPC groups and in the delivery of training programs for industrial groups. In addition to his 20 years as Fire Chief of the Colfax Fire Department, he has a total of 39 years volunteer and career experience with volunteer and combination departments; is a member of the NPFA 1720 Committee "Standard on Fire Department Operations in Volunteer and Combination Fire Departments" (including EMS and rescue) and has served on boards of fire departments and rescue squads. Additional affiliations include Chairman, North Carolina Fire and Rescue Commission, President, North Carolina Fire Chiefs Association, and Chairman, Training Committee of Guilford County LEPC.

David A. Bradley, B.S., NREMT-P, Staff Consultant.

David is responsible for EMS related issues for VFIS/ESECG, a subsidiary of the Glatfelter Insurance Group. His responsibilities include: research of EMS issues, and related delivery of educational and training programs, curriculum development, and information analysis and representation on major organizations and committees. Prior to joining VFIS, Dave managed a large EMS agency. Dave has over twenty-eight years of experience in Emergency Services. He has functioned in many roles during his career from volunteer EMT to Career EMS Chief. Dave's involvement includes IAFC, NFPA, NAEMT, and NAEMSE, along with several state-level organizations. He is a Nationally Registered Paramedic and holds a Bachelors Degree in Safety Engineering.

Dave has presented on various topics in the areas of emergency service, risk management, health, and safety. He remains active as a Paramedic at First Aid & Safety Patrol, Lebanon PA.

Robert Drennen, M.S. CFPS, Consultant

Robert Drennen is Director of St. Joseph's University Public Safety and Environmental Protection Master's Degree Program. Within this program, Mr. Drennen directs the students' development and the course program. Research papers of the students serve to broaden the perspective of Mr. Drennen and his team in the development of new techniques and procedures for fire service. Under the direction of Mr. Drennen, St. Joseph's worked with Dr. Jenaway in the development of an efficient and effective model for businesses to utilize in the preparation, prevention, response and recovery to emergencies as well as projects for the National Volunteer Fire Council involving volunteer recruitment, retention and cost savings. Mr. Drennen is responsible for student research projects, many of which involve specialized evaluations of their local emergency service organization. This provides him with a unique insight and understanding of current trends in volunteer and combination fire service operations in the Mid-Atlantic states. Mr. Drennen holds a Masters Degree, is a Certified Fire Protection Specialist and is a retired Chief Officer of the Philadelphia Fire Department, currently serving as Safety Officer of the Willow Grove, PA, Fire Company.

David A. Love, Jr., Associate Project Member

David is an Education and Training Specialist for VFIS/ESECG. His responsibilities include: National delivery of educational and training programs, curriculum development, and information analysis for VFIS. Dave recently retired after 30 years of service as Chief of the Department of Fire Rescue Services for the City of York,



Pennsylvania. He started his career in 1970 as a firefighter, EMT and has held the ranks of Lieutenant, Assistant Chief, Deputy Chief, and Chief. Dave is currently a member of the International Association of Fire Chiefs, The International Society of Fire Service Instructors, The International Association of Firefighters, The Pennsylvania Firefighters Association, The Central Pennsylvania Firefighters Association and the Keystone Chapter of Fire Service Instructors. Dave is a 1979 graduate of Harrisburg Area Community College majoring in Fire Science Technology, and serves as a Senior Fire Instructor for the State of Pennsylvania. He continues to conduct seminars on NFPA 1500, Emergency Vehicle Driver Training, Emergency Vehicle Response Safety, Firefighter Safety, and Grant Writing. He serves on the Fire Service Advisory Board for Harrisburg Area Community College, is a liaison to the Regional Terrorist Taskforce, and serves on the NFPA Fire Service Occupational Safety Technical Committee.

Greg Jakubowski, M.S., P.E., CFPS, Consultant.

Greg is a principal founding partner responsible for project management and technical oversight for Fire Planning Associates, a Bucks County company that provides pre-emergency planning, ISO review and submittals, and fire protection engineering to municipal and private clients. Recent assignments include conducting NFPA 1500/1710 audit for a 5-station county fire department, leading preplanning effort for a \$140MM pharma plant in Asia, a 13 building, 2.5MM square foot research/office campus, and a major finance company headquarters for 4000+ employees. He is an experienced firefighter/command officer for over 30 years and has responded to more than 9,000 emergency incidents. He currently serves as Chief of the Linghocken Fire Co. in Central Bucks County, PA, where he has led an effort to reduce the ISO rating in one community from a 9 to a 7, with no public water supply, resulting in community savings estimated at \$50,000 - \$75,000 annually. Greg has a B.S. in Fire Protection Engineering from the University of Maryland, and a M.S. in Public Safety from St. Joseph's University. He is a Licensed Fire Protection Engineer in Pennsylvania and New Jersey, a Certified Safety Professional (CSP) and nationally recognized author and instructor. Greg is an experienced manager of major projects that include, safety, fire protection and environmental engineering design, employee training, system evaluation, hazards analysis, preplanning and fire control methodologies. He has developed and taught classes in several Philadelphia-area fire science and safety college curriculums, teaches for the National Fire Academy, and has instructed emergency response programs to thousands of students in nine (9) states, Puerto Rico, Brazil, Costa Rica, France, Singapore, Ireland, China, Korea, Canada, and South Africa. Greg was nominated by his peers as a Fellow in the Society of Fire Protection Engineers.



GENERAL PROVISIONS & CERTIFICATIONS

GENERAL PROVISIONS

1. ESECG agrees to not assign or sublet the whole or part of the contract without prior written consent of the client(s).
2. ESECG will agree not to refuse to hire, discharge, promote, demote or to otherwise discriminate in matters of compensation against any person otherwise qualified, solely because of age, race, creed, color, sex, national origin, ancestry or handicap.
3. ESECG is a division of VFIS, a subsidiary of The Glatfelter Insurance Group, York, PA. Upon request, ESECG will provide all required certificates of insurance coverage or bonds upon award of contract.
4. All instruction and consultation provided by associates of ESECG is provided to the recipients of such service without guarantee of fitness or applicability to any particular setting or circumstance. The advice, consultation, or education provided is for the use of the purchaser and/or participant and the decision to employ the processes or procedures identified are at the sole discretion of the purchaser or participant.

CERTIFICATIONS

1. This proposal is signed by William F. Jenaway, an authorized representative of the firm.
2. ESECG/VFIS will provide certificates of insurance within 10 calendar days after notice of the award.
3. The cost and availability of all equipment, materials, and supplies associated with performing the services, described herein, have been determined and included in the proposed cost.
4. All labor costs, direct and indirect, have been determined and included in the proposed cost.
5. A member of our staff contacted Union County regarding the pre-proposal conference for information and was advised it was not necessary to attend. Sufficient investigation was completed to assure a proposal can be submitted.
6. ESECG/VFIS has read and understands the conditions set forth in this RFP.
7. This proposal is submitted without connection to any other organization/person making a similar proposal, and that it is in all respects fair and in good faith without collusion and fraud.

Authorized Project Negotiator

Dr. William F. Jenaway, CFPS, CFO, is the Chief Executive Officer of ESECG and is the authorized representative for this project and would serve as Project Manager. His contact information is:

William F. Jenaway, Ph.D., CFPS, CFO, Executive Vice President, ESECG
183 Leader Heights Road; PO Box 2726, York, PA 17405
Cell: (717) 887-1058 Email: wjenaway@vfis.com



COST PROPOSAL

ESECG formally bids [time and materials as follows]:

- ❖ Quote is effective for 60 days from date of letter and proposal.
- ❖ Work to be performed with not less than 15 days notice.
- ❖ Starting date to be determined. We are prepared to begin the project on or about 8/1/09.
- ❖ It is anticipated the project (final draft) will take between 90 and 120 days to complete, depending on the client's ability to provide information requested in a timely fashion.

QUOTE:

ESECG will conduct an evaluation of your Emergency Services Operations as indicated for the fee of \$68,500, PLUS RESONABLE AND CUSTOMARY TRAVEL COSTS, NOT TO EXCEED \$7,500.

Phase I:	Project Review/Coordination/Initiation-----	\$ 7,500
Phase II:	Emergency Services Review & Data Analysis---	\$ 14,500
Phase III:	Site Visits and Meetings-----	\$ 31,500
Phase IV & V:	Preparation and Presentation of Final Report---	\$ 15,000

Fees are payable at the conclusion of the month each phase is complete.

**TOTAL COST \$68,500,
PLUS REASONABLE AND CUSTOMARY TRAVEL
COSTS, NOT TO EXCEED \$7,500**

Respectfully submitted,

William F. Jenaway, Ph.D., CFO, CFPS

ESECG

800.233.1957, ext. 7902

183 Leader Heights Road

Fax: 717.747.7028

York, Pennsylvania 17402

Cell: 717-887-1058

wjenaway@vfis.com

If you agree to this ESECG Proposal, please complete the following:

Please sign, date, and mail this form (in the enclosed envelope) to assure you and/or your organization accept this agreement as written in this Proposal. Signing this form documents that you have agreed to the Scope of Work and Cost Quotation that ESECG states in this Proposal. Please send the original, signed document and make a "COPY" for your file.

Agreed by (print your name): _____

Date: _____

Signature: _____ Title: _____

Organization: _____

STATE OF NORTH CAROLINA
COUNTY OF ANSON

AGENDA ITEM
10
MEETING DATE 8/31/09 **AGREEMENT**

THIS AGREEMENT made and entered into this 7th day of April, 1992, 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

Anson has entered into an Agreement with the Town of Marshville, in Union County to provide up to 1 million gallons of water per day to the Town of Marshville; 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~~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:

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.

(B) Union's Improvements

Union agrees to construct such improvements to Union's system as will enable Union to utilize up to a minimum of 4 million gallons of water per day delivered by Anson to the Union County line. These improvements (the "Union Improvements") are 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 lf of 24" line extending from the Booster Pumping Station to the existing 1.0 MG elevated storage tank in Marshville; and (ii) construction of a second Booster Pumping Station along Olive Branch Road to distribute the additional capacity to the existing 1.0 MG elevated tank along NC 218. Union shall commence construction of the Union Improvements not later than _____.

2. Duty of Anson to Provide Water to Union Prior to Completion of the 20 Inch Water Line. Prior to the completion of the 20 inch water line as set forth in paragraph 1, above, Anson shall provide to Union up to 800,000 gallons of water per day. Anson will exercise its best efforts to supply this water to Union and to maintain its water system in operating order. In the event that the Anson system cannot provide the amount of water required by all of its customers, then Anson shall provide to Union an equitable share of the water actually produced by its system.

3. Duty of Anson to Provide Water to Union

Following the completion of the 20 inch water line as set forth in paragraph 1, 1(A) above, Anson shall provide water to Union in such amount as may be requested by Union, up to but not exceeding 4 million gallons of water per day. Prior to final completion of the Union Improvements, and Union shall be obligated to purchase 30 million gallons of water per month from Anson, whether or not the water is actually received by Union. Following final completion of the Union Improvements, Union shall be obligated to purchase 45 million gallons of water per month from Anson, whether or not the water is actually received by Union. The water furnished by Anson to Union under this paragraph will be supplied by both the 20-inch and the 12-inch water lines.

4. Rates to be charged by Anson to Union for Water. Effective upon execution of this Agreement, for the first Three Million (3,000,000) Gallons of water sold by Anson to Union, the rate for each one thousand (1,000) gallons of water shall be equal to Anson's present "in county" municipal rate of \$0.9994/1000 gallons plus pumping charges of \$0.0706/1000 gallons for a total of \$1.07/1000 gallons. A volume discount will apply to the total rate (combined water and pumping charges) for water received in a given month, as follows:

First 3 Million Gallons:	\$1.07/1000 gallons
Next 3 Million Gallons:	\$1.05/1000 gallons
Next 3 Million Gallons:	\$1.03/1000 gallons
Next 3 Million Gallons:	\$1.01/1000 gallons
Over 12 Million Gallons:	\$0.9994/1000 gallons

These rates shall be subject to review and modification semi-annually, on or about May 1st and November 1st of each year. Modification of rates, if adopted by Anson, shall be presented to the Union County Board of Commissioners, in writing, for review and discussion at least thirty (30) 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. The rates charged by Anson to Union for water shall be adjusted in the future such that the amount of increase or decrease shall at no time be greater than the amount of increase or decrease charged by Anson to all its other customers (excluding all residential customers) at that time.

5. 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 therefore and Union agrees to make payment by the 20th day of each month for the water purchase 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 a termination 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.

6. Quality and Pressure of Water to be Furnished. Anson agrees to provide, at the present 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. Anson agrees to furnish water to Union at a reasonably constant normal pressure as set forth in Exhibit B, attached hereto, which is incorporated herein by reference. Emergency failure of pressure or supply to main supply line breaks, power failure, floods, fire and use of water to fight fires, earthquake or other catastrophe shall excuse Anson from this provision 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.

7. 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 as may be necessary to furnish Union with the quantity of water required by Union, subject to the limitations herein set forth. Temporary or partial failure to deliver water 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 6, above. Upon interruption of the delivery of water by Anson to Union, Anson shall immediately notify Union of the cause of the interruption, the anticipated duration of the interruption, and the measures undertaken to correct the interruption.

8. 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. The 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 not later than the 29th day of each month.

9. Duration of Agreement. **[Section 9 was deleted in its entirety and replaced pursuant to the 1993 Amendment. Changes shown below are to the 1993 version of Section 9.]**

This Agreement shall ~~have a term of twenty (20) years from the date that water is first delivered by Anson through the new twenty inch (20") line to Union.~~ commence as of the date of execution and continue until June 1, 2034. This Agreement shall automatically renew for four (4) additional successive periods of five (5) 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 at the end of one of the extended terms. Such notice, in order to be effective, must be given at least one (1) year prior to the expiration of the term 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 County 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.

10. 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. 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 in accordance with the provisions of Articles 16 and 17, below.

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

11. 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 records of Anson 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.

12. 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.

13. 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.

14. 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.

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:

Anson County, North Carolina
c/o County Manager
Anson County Courthouse
Wadesboro, NC 28170

with copy to:

Mr. George C. Bower, Jr.

111 East Wade Street
Wadesboro, NC 28170

Union County, North Carolina
P.O. Box 218
Monroe, NC 28111-0987
Attn: County Manager

with copy to:

Sanford L. Steelman, Jr.
P.O. Box 1034
Monroe, NC 28111-1034

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 has 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. 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 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 22, 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.

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)

STATE OF NORTH CAROLINA
COUNTY OF UNION

This is to certify that before me, a Notary Public of said county, personally appeared this day Barbara Moore, with whom I am personally acquainted, who being by me duly sworn, says that she is Clerk of the Board of County Commissioners for Union County, North Carolina and that Walter F. Perry, 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 7th day of April, 1992.

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 of the Board of County Commissioners for Anson County, North Carolina and that Herman K. Little, 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 7th day of April, 1992.

Notary Public

My commission expires:

EXHIBIT A

COSTS EXPENDED BY ANSON COUNTY ON PROJECT

EXHIBIT B

WATER PRESSURE REQUIREMENTS

STATE OF NORTH CAROLINA

COUNTY OF ANSON

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT made and entered into this 8TH day of March, 1993 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

On April 7, 1992, Anson and Union entered into an Agreement concerning the purchase of water by Union from Anson; and

This Agreement provided that Anson would construct a water line from Wadesboro to the Union County line, and that Union would contribute seventy percent (70%) of the costs of the construction of said line, and that Anson would procure financing for this project pursuant to G.S. 160A-20, upon terms and conditions satisfactory to Union; and

Anson has now procured financing satisfactory to Union and Anson and Union now wish to amend their Agreement in this matter.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to amend their Agreement of April 7, 1992 as follows:

1. Paragraph 1 of the 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.

3. By adding Paragraph 1(b) to the Agreement, to read as follows:

1(b) Water to be sold Exclusively to Union. Union and Anson acknowledge that Union is participating in the costs of construction of the new water line in order to insure that it can provide water to its customers in Union County. Union will pay for its costs of the construction of the line, and for the water purchased under this Agreement through charges for water to its customers.

In order to insure 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 1 million gallons of water per day through its existing twelve inch (12") line. The provision 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.

4. By deleting Paragraph 9 of the Agreement, in its entirety, and replacing it with the following:

9. Duration of Agreement. This Agreement shall have a term of twenty (20) years from the date that water is first delivered by Anson through the new twenty inch (20") line to Union. This Agreement shall automatically renew for four (4) additional successive periods of five (5) 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 at the end of one of the extended terms. Such notice, in order to be effective, must be given at least one (1) year prior to the expiration of the term 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 County 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.

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

ANSON COUNTY, NORTH CAROLINA

Henry K. Little
Chairman of Board of Commissioners

ATTEST:

Bonnie M. Huntley
Clerk
(SEAL)

UNION COUNTY, NORTH CAROLINA

Samuel R. Stroman
Chairman of Board of Commissioners

ATTEST:

Burke W. Moore
Clerk
(SEAL)

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

Michael Wilson
Finance Director

Samuel R. Stroman

STATE OF NORTH CAROLINA
COUNTY OF UNION

This is to certify that before me, a Notary Public of said county, personally appeared this day Barbara Moore, with whom I am personally acquainted, who being by me duly sworn, says that she is Clerk of the Board of County Commissioners for Union County, North Carolina and that Leroy J. Pittman III, 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 8th day of March, 1993.

Lynn H. West
Notary Public

My commission expires: 2-5-98

STATE OF NORTH CAROLINA
COUNTY OF ANSON

This is to certify that before me, a Notary Public of said county, personally appeared this day Bonnie M. Hueston, with whom I am personally acquainted, who being by me duly sworn, says that she is Clerk of the Board of County Commissioners for Anson County, North Carolina and that Herman K. Little, 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 9th day of March, 1993.

Dorothy V. Dyer
Notary Public

My commission expires: 4-4-97

EXHIBIT 1

ANSON COUNTY FINANCING DOCUMENTS

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 pursuant 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").

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

CORP. SEAL

By: _____
Title: _____
Date: _____

COUNTY: Anson County
Anson County Courthouse
Wadesboro, NC 28170

**COUNTY
SEAL**

By: _____
Title: _____
Date: _____

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 ____ day of _____, 1993.

Finance Officer

AGENDA ITEM

* 11a & b
MEETING DATE 8/3/09

The Transportation Advisory Board was established by the Board of Commissioners March 2, 2009. The Commissioners charged the Committee to “investigate, evaluate, advise and make recommendations to the board of commissioners concerning all matters relating to transportation within Union County, including, but not limited to, the need for construction, operation, relocation, or improvement of streets, bridges, sidewalks, and bikeways, as well as the possible establishment and improvement of alternative methods of mass transportation.” Please see the attached description of the Transportation Advisory Board.

The Committee will consist of one member appointed by each Town’s governing body (elected official or town resident), five members from unincorporated Union County who are located in areas not served by the focus of a municipality; one member of the Chamber of Commerce; one member of the Union County Public School system; and one member representing parks and greenways. The Committee will be facilitated by the Commissioners representing the Mecklenburg-Union Metropolitan Planning Organization (MUMPO), currently Commissioner Tracy Keuhler, and the Rocky River Rural Planning Organization (RRRPO), currently Commissioner Allen Baucom.

All 14 municipalities, Union County Public Schools, and the Chamber of Commerce have appointed members. Please see the attached roster. We still need 1 member representing parks and greenways, and 5 members who are located in areas not served by the focus of a municipality. It is our understanding that the Commissioners will nominate 1 member each who are not municipal residents, and that the Board will vote on 1 member to represent parks and greenways.

TRANSPORTATION ADVISORY BOARD (“TAB”)

The Transportation Advisory Board shall investigate, evaluate, advise and make recommendations to the board of commissioners concerning all matters relating to transportation within Union County, including, but not limited to, the need for construction, operation, relocation, or improvement of streets, bridges, sidewalks, and bikeways, as well as the possible establishment and improvement of alternative methods of mass transportation.

The Transportation Advisory Board (TAB) shall consist of one member appointed by each Town’s governing body (elected official or resident of said Town), five members from unincorporated Union County who are located in areas not served by the focus of a municipality; one member of the Chamber of Commerce; one member of the UCPS system; and one member representing parks and greenways. The MPO and RPO Commissioner representatives shall act as facilitators. The TAB shall appoint a secretary for the purpose of recording minutes in compliance with the Open Meetings laws. This Board shall work in conjunction with the TCC to establish priorities, examine feasibility of projects, and determine recommendations to be presented to the governing and advisory boards to the Department of Transportation.

The TAB shall report to the Board of Commissioners *as requested by the Board* and shall undertake such studies or perform such duties as the Board may request from time to time. The recommendations of TAB, and in consensus with the BOCC, shall be the unified recommendation to the appropriate agencies by the MPO and RPO representatives.

TAB will advise the Board and provide information and comments on major transportation issues; and provide to the Board recommendations regarding the overall planning and programming of transportation improvements in the County, including:

- Identify and prioritize the County’s roadway needs and available or possible sources of funding;
- Assist in development and review of the transportation component of the Comprehensive Plan;
- Provide recommendations to the Board regarding Federal and State legislation affecting transportation in Union County;
- Explore and make recommendations on innovative techniques and methods to improve the efficiency and capacity of existing and future transportation systems.
- Work in conjunction with the Union County TCC to establish viable, fundable projects to the State for consideration.

The authority for establishing the Transportation Advisory Board is Title 23 of the United States Code (U.S.C.) 134; Sections 3 (a) (2), 4 (a), 5 (g) (1), and 5 (1) of the Federal Transit Act of 1964, as amended; 49 U.S.C. 1602 (a) (2), 1603 (a), 1604 (g) (1), and 1604 (1); and Chapter 136, Article 3A, Section 136-66.2 (a) (b) of the North Carolina General Statutes.

The TAB has the responsibility for serving as a medium for open discussion and policy development for recommendations made to the general bodies of local government, the TCC, and the boards of the various modes of transportation and as a forum for cooperative and unified transportation planning and decision making for the Metropolitan Planning Organization (MPO) and the Rural Planning Organization (RPO).

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 31, 2009

Action Agenda Item No. 12
(Central Admin. use only)

SUBJECT: Marvin Deputy Agreement

DEPARTMENT: Sheriff's Office

PUBLIC HEARING: No

ATTACHMENT(S):
Proposed Interlocal Agreement
Between the Village of Marvin, Union
County, and Sheriff Cathey

INFORMATION CONTACT:
Jeff Crook, Senior Staff Attorney
Sheriff Eddie Cathey

TELEPHONE NUMBERS:
Jeff Crook - (704) 283-3673
Sheriff Cathey (704) 292-2613

DEPARTMENT'S RECOMMENDED ACTION: (i) Authorize County Manager to approve the new Marvin deputy agreement; (ii) approve budget ordinance amendment #8; and (iii) increase full/part-time positions allocated to the Sheriff's Office from 249.55 to 251.55 reflecting two additional deputies in accordance with the terms of the agreement.

BACKGROUND: Union County and the Village of Marvin have a current interlocal agreement for the provision of law enforcement services by one deputy. On May 19, 2008, the Union County Board of Commissioners authorized the County Manager to approve an amendment to this agreement which would have provided two additional deputy sheriffs to the Village. As with other deputy agreements, the amended agreement would have required the Village to pay 90% of the cost of the deputy sheriffs, with the County paying the remaining 10%. However, subsequent to Board approval, Marvin indicated its desire that the two new deputy sheriffs begin work only after resolution of an involuntary annexation by Marvin, currently working its way through the court system. In response, the Sheriff requested that processing of the amendment be deferred.

Attorneys for the parties have recently resolved the terms of a new agreement that will become effective upon final resolution of the Marvin annexation. Services of the current deputy will continue pending annexation, at which time the Sheriff will begin efforts to recruit and outfit two new deputies. At such time as the new agreement becomes effective, the cost for provision of deputy services will be prorated for the balance of the fiscal year. Approval of a new agreement will require a budget amendment and authorization for the hire of two additional deputies.

FINANCIAL IMPACT: The required County match of 10% for the additional two deputies was

not included in the original budget. The budget ordinance amendment reflects the appopriation of funds from Marvin (\$101,397) and the local match requirement from contingency (\$11,266). For the purposes of the budget amendment, the financial numbers are reflective of an effective date of October 1.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

STATE OF NORTH CAROLINA

COUNTY OF UNION

INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF MARVIN, NORTH CAROLINA, UNION COUNTY, NORTH CAROLINA AND EDDIE CATHEY, SHERIFF OF UNION COUNTY

This Interlocal Agreement (the "Agreement"), made and entered into the _____ day of _____, 2009, by and among Union County, North Carolina (hereinafter referred to as "County") and the Village of Marvin (hereinafter referred to as "Village") and Eddie Cathey, Sheriff of Union County (hereinafter referred to as "Sheriff") (collectively, the "Parties"), upon taking effect shall supersede all prior agreements among the Parties pertaining to the provision of law enforcement services within the Village;

W I T N E S S E T H

WHEREAS, this Agreement is made pursuant to the authority of N.C.G.S. § 160A-461 et seq.; and

WHEREAS, the Village currently contracts with the County and the Sheriff to provide law enforcement services within the Village limits; and

WHEREAS, the Village desires to further increase the level of law enforcement protection traditionally provided by the Sheriff; and

WHEREAS, the County, the Sheriff and the Village believe it to be in their best interests to enter into this Agreement solely for the purpose of providing additional law enforcement services to the Village by the Sheriff or his designees; and

WHEREAS, the Parties reached this Agreement for the provision of additional law enforcement services to the Village in May 2008 but now desire to reduce the terms of that agreement to writing.

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the Parties agree as follows:

I. The Sheriff agrees to station three (3) deputy sheriffs within the municipal limits of the Village of Marvin. All deputy sheriffs covered by this Agreement shall work a full time, regular schedule within the Village in accordance with the Sheriff's standard work period. Such schedules shall be subject to all applicable leave provided under the Union County Personnel Resolution, as amended or superseded, and to the requirements of State and federal law. Leave taken pursuant to the Union County Personnel Resolution or State or federal law shall not entitle the Village to a refund, a reduction in costs, or a replacement/substituted deputy sheriff. It is the intent of this Agreement that the schedule of hours worked within each cycle shall be as determined by the Sheriff or his designee.

2. The deputy sheriffs so assigned to be within the municipal limits of the Village shall patrol and answer calls only within the Village limits except as follows:

The deputy sheriffs may respond to other incidents outside of the municipal limits of the Village upon order of the Sheriff or his designee, including but not limited to, the shift supervisor in charge at the time.

3. The Sheriff shall use good faith efforts to provide law enforcement officers who are qualified to provide law enforcement services in a manner consistent with customary law enforcement standards and practices. All such deputy sheriffs shall be sworn and certified law enforcement officers employed by the Sheriff.

4. Each deputy sheriff assigned to the Village, pursuant to this Agreement, shall at all times be the employee of the Sheriff of Union County and shall at no time be an employee of the Village. The deputy sheriffs assigned to the Village, pursuant to this Agreement, shall be under the exclusive control, direction and supervision of the Sheriff of Union County or his designee. Neither the Village nor any of its employees or elected officials shall have the right to control, direct or supervise the activities of the deputy sheriffs assigned to the Village for purposes of this Agreement.

5. The County shall be solely responsible for compensating the deputy sheriffs assigned under this Agreement and shall be exclusively responsible for the provision of those benefits to the deputy sheriffs which accrue from the policies and regulations of the Union County Board of Commissioners.

6. All calls for service, dispatch, complaint or special request and duty assignments shall go through the official channels of the Union County Sheriff's Office pursuant to the Sheriff's policies and procedures.

7. Any and all vehicles and law enforcement equipment purchased pursuant to this Agreement shall become the property of the County for use by the Sheriff of Union County for law enforcement purposes.

8. The Village agrees to pay the County an annual amount equal to Ninety Percent (90%) of the County's actual cost of providing services pursuant to this Agreement, which annual amount shall cover services on a fiscal year basis, July 1 to June 30, which amount shall be referred to as the "Contract Price." The County's actual cost shall be determined annually by the Union County Finance Department on the basis of unit cost per deputy sheriff multiplied by the number of deputy sheriffs providing services pursuant to this Agreement. Not later than April 30 of each year, the County shall provide to the Village the Contract Price for the upcoming fiscal year. The Contract Price shall be paid by the Village, in advance, in four equal installments on the first day of each calendar quarter without receipt of invoice or other notice from the County that the quarterly payment is due.

9. This Agreement shall become effective on the date that annexation ordinance OR-2008-06-02, adopted by the Village Council on June 26, 2008, becomes effective (the "Effective Date"). Upon notice from the Village that annexation ordinance OR-2008-06-02 has become effective, the Sheriff will begin recruiting for and training the two additional deputy sheriffs that

will be assigned to the Village pursuant to this Agreement. Upon the Effective Date, the Village agrees to pay to the County the cost of three (3) deputy sheriffs as established under this Agreement. For the fiscal year in which this Agreement becomes effective, the Contract Price for each deputy sheriff shall be pro-rated based upon the hiring dates of the two additional deputy sheriffs assigned to the Village pursuant to this Agreement.

10. The Village agrees to report immediately to the Sheriff any misconduct, improper conduct or illegal conduct of any deputy sheriff assigned to the Village under this Agreement.

11. In the event the Sheriff and County have assisted the Village in the successful application for a State or federal grant for the purpose of financing all or any part of any additional law enforcement services, then in such event the Sheriff and County agree to exercise their best efforts to administer any such grant in accordance with its rules and regulations and to assist compliance by the Village with the applicable grant terms.

12. The Village agrees to provide adequate office space for the deputy sheriffs to perform their administrative duties pursuant to their law enforcement duties under this contract.

13. Nothing in the performance of this Agreement shall impose any liability on the Village for claims against the County other than claims for which liability may be imposed by applicable law.

14. Nothing in the performance of this Agreement shall impose any liability on the County and/or Sheriff for claims against the Village other than claims for which liability may be imposed by applicable law.

15. This Agreement may be terminated by any Party at will, without assigning a reason or cause therefore, by giving ninety (90) days advance written notice to allow all Parties to transition.

16. Each Party to this Agreement will be responsible for its own actions in providing service under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Party.

17. The Parties to this Agreement do not intend for any third-party to obtain any rights by virtue of this Agreement.

18. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any Party not a signatory hereto.

19. This Agreement constitutes the entire agreement of the Parties. There are no other agreements, oral or written, other than those in this Agreement. Any amendments to this Agreement must be in writing and signed by all Parties.

IN WITNESS WHEREOF, the Parties 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: _____
Clerk to the Board

BY: _____
County Manager

ATTEST:

VILLAGE OF MARVIN

BY: _____
Village Deputy Clerk

BY: _____
Acting Village Administrator/
Village Clerk

ATTEST:

SHERIFF OF UNION COUNTY

BY: _____

BY: _____

Approved as to Legal Form _____

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

Village Finance Officer

BUDGET AMENDMENT

BUDGET Sheriff's Office REQUESTED BY Sheriff Eddie Cathey
 FISCAL YEAR FY2010 DATE August 31, 2009

INCREASE

<u>Description</u>	<u>Amount</u>
Personnel Expenditures	80,675
Operating Expenditures	19,950
Capital Expenditures	12,038
Departmental Intergovernmental Revenue	101,397

DECREASE

<u>Description</u>	<u>Amount</u>
General Fund Contingency	11,266

Explanation: Appropriate intergovernmental revenue from the Village of Marvin for two additional contract deputy positions and related operating costs and equipment. Budget based on 9 months with effective start date of October 1, 2009.

DATE _____

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

FOR POSTING PURPOSES ONLY

DEBIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>
10543130-5920-1054	Departmental contingency (until annexation completed)	112,663

CREDIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>
10443130-4920-1054	Dept. revenue contingency (until annexation completed)	101,397
10592000-5920	General Fund Contingency	11,266

Total 112,663

Total 112,663

Prepared By aar
 Posted By _____
 Date _____

Number 8

National Long-Term Care# 13 Residents' Rights Week 2009 MEETING DATE 8/31/09 Proclamation

Hear Our Voice: Residents in Long-Term Care Facilities Speak Out About Residents' Rights

Whereas, there are more than 1.6 million individuals living in 16,000 nursing homes; and 1 million individuals living in 50,000 board and care/assisted living facilities in the U.S.; and

Whereas, the federal Nursing Home Reform Act of 1987 guarantees residents their individual rights in order to promote and maintain their dignity and autonomy; and

Whereas, all residents should be aware of their rights so they may be empowered to live with dignity and self-determination; and

Whereas, we wish to honor and celebrate these citizens, to recognize their rich individuality, and to reaffirm their rights as community members and citizens, including the right to have a say in their care; and

Whereas, individuals and groups across the country will be celebrating Residents' Rights Week with the theme– "Hear Our Voice: Residents in Long-Term Care Facilities Speak Out About Residents' Residents"– to emphasize the importance of affirming these rights through facility practices, public policy and resident-centered decision-making that impacts quality of care and quality of life.

Now, therefore, the Union County Board of Commissioners, does hereby proclaim October 4 – 10, 2009 as **National Long-Term Care Residents' Rights Week**, in Union County and encourages all citizens to join me in these important observances.

Adopted this 31st day of August, 2009

Attest:

Lynn G. West, Clerk to the Board
Union County Board of Commissioners

Lanny Openshaw, Chairman
Union County Board of Commissioners



A HISTORY OF CELEBRATING RESIDENTS' RIGHTS WEEK

NCCNHR, The National Consumer Voice for Quality Long-Term Care invites you to honor residents of long-term care settings by celebrating Residents' Rights Week, the first full week of October (October 4-10, 2009). This is an opportunity to show tribute to residents as well as support ombudsmen, citizen advocates, facility staff and family members who work to promote and support residents' rights. Setting aside a week to focus on rights is an effective way to make sure that this important topic is never forgotten in your community, facility or state.

Residents' Rights Week is designated by NCCNHR each year to highlight residents living in all long-term care settings. It is a time to reflect on the importance of the Nursing Home Reform Law of 1987 that promises quality of life and care and rights for each resident. During this week NCCNHR also gives special recognition to the work of thousands of individuals who collaborate daily to help assure that dignity, privacy and other basic human rights - often taken for granted in the community - are maintained as an integral part of the lives of residents living in long-term care settings.

Residents' Rights Week originated in 1981 at a NCCNHR annual meeting. Several nursing home residents in attendance from across the United States decided that it would be special for all residents if time were set aside to celebrate residents and their rights, separate from annual National Nursing Home Week events always held in May. NCCNHR organized a successful petition drive to persuade Congress to designate a "Residents' Rights Day." Senator Claude Pepper (D-FL) and Senator David Pryor (D-AR) responded by introducing a Congressional Resolution for that purpose.

Since 1980, NCCNHR has preserved this tradition of celebrating Residents' Rights, although we have extended the designation to a full week so that facility staff, family members, community advocates and ombudsmen will have flexible opportunities to conduct educational programs and festive events.

Every year, numerous states and communities designate Residents' Rights Week! Celebrations and activities take place all over the country and include rallies, parties, training events, and more!

Thank you for working to make Residents' Rights Week special and meaningful for all involved. Please remember to share information about how you will be celebrating Residents' Rights Week. NCCNHR would like to highlight these celebrations on our website. If you have questions, please call us at (202) 332-2275 ext. 222.



OUTLINE FOR RESIDENTS RIGHTS WEEK 2009

HEAR OUR VOICE **RESIDENTS OF LONG-TERM CARE FACILITIES** **SPEAK OUT ABOUT RESIDENTS' RIGHTS**

Residents' Rights Week is designated by NCCNHR, The National Consumer Voice for Quality Long-Term Care and is celebrated the first full week in October each year to honor residents living in all long-term care facilities, including nursing homes, sub acute units, assisted living, board and care, and retirement communities. It is a time for celebration and recognition offering an opportunity for every facility to focus on and celebrate awareness of dignity, respect and the value of each individual resident.

The 2009 theme is ***Hear Our Voice – Residents' of Long-Term Care Facilities Speak Out About Residents' Rights.*** This theme was selected to call attention to the fact that residents of long-term care facilities have a voice; and that voice should be part of decision making in long-term care facilities.

Included in the 2009 Residents' Rights Week Informational Packet:

Introduction:

- History and Overview

Activity Suggestions:

- Host an area-wide/regional resident or family council meeting
- Set up a Town Hall meeting
- Host an Open House at Ombudsman Program's agency offices
- Set up a display in a local shopping center

Sample In-Service Training Programs :

- Residents' Rights
- Supporting Family Council Development

Promotional Materials:

- Sample Ombudsman Program Newsletter Article
- Sample Letter to the Editor

- Sample Press Release
- Residents' Rights Week Proclamation – Governor
- Residents' Rights Week Proclamation – Mayor

Resources and Acknowledgements:

- Starting a Residents' Council
- Sample Residents' Council Bylaws
- Residents' Council Rights
- Tips for Making Meetings Meaningful
- Family Council Success Information Sheet
- Promoting Participation in Family Councils
- Key Components of a Family Council
- 2009 Advisory Committee

The Residents' Voice:

Last year, NCCNHR launched a new feature of Residents' Rights Week called, *The Residents' Voice*. It is designed as a forum for residents to express themselves about Residents' Rights.

Residents are encouraged to think about and respond to the following questions:

1. What does it mean to you when someone listens to your opinion or asks for your advice?
2. Why are Residents' Rights important and what would you like staff members to know about Residents rights?
3. How are residents involved in decision-making at your facility?

NCCNHR encourages residents to share their thoughts and responses to the above questions by sending us poems, essays, or stories; through art of any kind; or with short videos/recordings.

NCCNHR will post resident submissions on our website. All submissions are due by August 20, 2009.

**** Note – Residents should review the submission criteria and include release forms with any photos or recordings (video or audio).**

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 31, 2009

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

SUBJECT: Settlement Agreement with ITRON

DEPARTMENT: Public Works

PUBLIC HEARING: No

ATTACHMENT(S):
Settlement Agreement

INFORMATION CONTACT:
Edward Goscicki

TELEPHONE NUMBERS:

296-4212

DEPARTMENT'S RECOMMENDED ACTION: Approve Agreement

BACKGROUND: In 2004 UCPW began a phased program for the conversion of our water meter reading from a manual read system to Automated Meter Reading (AMR). The selected vendor for this program was ITRON. The original phase was completed in the March - May 2005 time frame with the installation of approximately 5000 units. These units came with a one-year warranty. In May of 2005 ITRON upgraded its AMR units and also provided an extended 10 year warranty with this new product line. Starting in 2006/07 we began experiencing significant reliability problems with the original ITRON units, and to date have replaced more than 1800 of these units.

This settlement agreement provides for ITRON to immediately provide 2000 new model units and associated installation kits to replace the 1800 plus units we used from our inventory to replace failed older units. Provides for ITRON to provide additional reading devices and other associated equipment to compensate Union County for the labor involved in our replacement of failed units and provides for a special extended 5 year replacement warranty on all remaining AMR units from the original phase of the program

FINANCIAL IMPACT: \$40,000

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

STATE OF NORTH CAROLINA

SETTLEMENT AND RELEASE AGREEMENT

COUNTY OF UNION

THIS SETTLEMENT AND RELEASE AGREEMENT is made and entered into this ____ day of _____, 2009, by and between ITRON, INC. ("Itron") and UNION COUNTY ("Customer") acting through its Public Works Department.

WHEREAS, Customer has experienced and continues to experience a number of performance problems with the Pit Set Water ERTs; and

WHEREAS, as a result of these problems, Customer claims that it has suffered loss and damage, including but not limited to, labor costs and other financial costs associated with the replacement of failed units; and

WHEREAS, Itron expressly denies any liability associated with the Pit Set Water ERTs, but is willing to offer Customer a 100%, 1 for 1, replacement Special Warranty on all 50W-2 ERT products, manufactured prior to May 2005, as well as the immediate shipment of the other items described herein at no cost to Customer; and

WHEREAS, the parties have agreed upon the terms set forth herein.

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) Itron agrees to, immediately upon execution of this Agreement and at its sole expense, provide Customer with a one-time shipment of Two Thousand (2,000) 60W Endpoints for use on the Elster Invision encoder register. (Part Number ERW-0771-201)

(2) Itron agrees to, at its sole expense, provide Customer with a one-time shipment of Five Hundred (500) 60W Endpoints for use on the Elster Invision encoder register. (Part Number ERW-0771-201).

(3) Itron agrees to, immediately upon execution of this Agreement and at its sole expense, provide Customer with one (1) MC Lite mobile reading system. (Part Number MCLITE-PORT)

(4) Itron agrees to, immediately upon execution of this Agreement and at its sole expense, provide Customer with one (1) FC200SR handheld loaded with MVRS and End Point Link. (Part Number FC2SR)

(5) Itron agrees to, immediately upon execution of this Agreement and at its sole expense, provide Customer with one (1) Desk Docking Station and Cables for the FC200SR handheld. (Part Number OEM-0065-004-R)

(6) Itron agrees to, immediately upon execution of this Agreement and at its sole expense, provide Customer with a one-time shipment of Two Thousand Five Hundred (2,500) Installation Kits for use with the 60W Endpoint.

(7) Itron agrees to, at no cost to Customer, provide Customer with a 100%, 1 for 1, replacement Special Warranty on all remaining 50W-2 ERT products, manufactured prior to May 2005, with said warranty to begin July 1, 2009 and expire on June 30, 2014. The terms of this Special Warranty are more particularly described in the attached, Attachment "A" Supplemental Product Warranty And Support Agreement For Pit Set Water ERTs, as modified, which is incorporated herein by this reference. Returned units will be replaced by Itron, at no cost to Customer, with 60W Endpoints or Itron's then current replacement product. Return shipment of the initial Two Thousand Five Hundred (2,500) units will be paid by Itron.

(8) Customer agrees to provide system performance data on a monthly/quarterly basis to Itron for review. Itron agrees to provide to Customer a template for collecting data.

(9) The parties agree that all remaining ERT products, manufactured after May 2005, will continue to be covered under Itron's 10/20 warranty and will not be affected by this agreement.

(10) In consideration of Itron's timely provision of the aforementioned items and the aforementioned Special Warranty, Customer does hereby release and forever discharge Itron from any and all right, claim and demand of Customer on account of any failure of or defect in the 50W-1 and 50W-2 ERT Modules manufactured prior to May 2005. This Agreement applies only to the 50W-1 and 50W-2 ERT Modules manufactured prior to May 2005, and in no way implicates any other product or arrangement between Itron and Customer.

(11) The undersigned representative of Itron warrants that Itron has approved this transaction in accordance with applicable law and procedures, that he is authorized to execute this Agreement on behalf of Itron, that he has read and understands the terms and conditions of this Agreement, and that Itron is entering into this Agreement voluntarily and without any promise of benefit other than as set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate original as of the year and the day first above written.

ATTEST:

Signature

Printed Name & Title

ATTEST:

Lynn West, Clerk to the Board

ITRON, INC.

BY: _____
Signature

Printed Name & Title

UNION COUNTY

BY: _____
Alfred W. Greene, County Manager



Attachment "A"
Supplemental Product Warranty
And
Support Agreement
For Pit Set Water ERTs

In connection with the resolution of performance problems with the Pit Set Water ERTs, Itron, Inc. ("Itron") and the Union County Public Works ("Customer" or "Union County") have agreed to the terms contained in this Supplemental Product Warranty and Support Agreement ("Agreement") for the Pit Set Water ERT ("ERT").

Customer Commitments:

In exchange for the Warranty as defined herein, Customer commits to the following:

1. Customer will support any requested Itron field visits, including cooperative efforts to a) investigate non-functioning ERT equipped water meters ("ERT'd Meters"), b) test or service meter reading equipment, and c) provide Customer training, installation, field investigation, service, data processing, and meter reading practices.
2. Customer will create and utilize, at its own expense, the following:
 - (a) A process to document ERT installation dates by ~~part # and~~ identification number. **Int. _____**
 - (b) A field investigation process that collects all relevant "as found" information regarding the ERT'd Meter's condition. This information will include the water meter brand (manufacturer), the meter register type/model (if available), the water meter number and the ERT identification number. All aforementioned information will be consolidated within a single document or, preferably, a data source (Microsoft Excel file), in accordance with state laws governing records retention Customer will make such information available to Itron or manufacturer representatives as may be requested by Itron.
 - (c) A process to replace damaged or non-functioning ERT'd Meters in accordance with the respective manufacturer's prescribed procedures. Customer will provide training to its field personnel in accordance with Itron's documentation to ensure proper installation and service of ERT Modules and will provide evidence of such training upon request from Itron.
3. Customer will conduct at least one (1) scheduled (monthly/quarterly) ERT Module/meter reading attempt using either a radio-equipped Itron handheld or vehicle-based collection unit, prior to initiating a field investigation of a non-functioning ERT'd Meter. During the field investigation, Customer will attempt to read the ERT'd Meter using an Itron Handheld Reader. If Customer cannot obtain a response from the ERT'd Meter or obtains an incorrect response, then Customer will remove the ERT Module from service in accordance with Itron's prescribed procedures.



2111 North Moller Road
Liberty Lake, WA 99019
509.924.9900 Tel
509.891.3355 Fax
www.itron.com

4. Customer's field personnel will document the date the ERT Module and register is removed from service along with information collected in accordance with the Customer's field investigation process. Additionally, Customer's field personnel will document manufacturer and model information on any replacement products installed as part of the field investigation process and will include the installer's name and employer (if a contracted labor resource). Supplies or labor necessary for investigation or replacement of water metering equipment shall be at Customer's sole expense.
5. On a regular basis, or ~~when 12 or more failed ERTs are collected,~~ **every two weeks** during the Warranty period, Customer will contact Itron Customer Care and request a Return Materials Authorization (RMA) number for warranty replacement of non-functioning ERT Modules. Customer will provide Itron with model and quantity information on non-functioning ERT Modules which Customer has removed from service. Customer will package and ship non-functioning ERT modules; via Customer-paid freight to Itron's designated servicing location. ERT Modules that have been physically damaged are not subject to warranty replacement and should not be returned to Itron. Customer will create and utilize a process for segregating physically damaged ERT Modules from non-functioning ERT Modules. Additionally, Customer will coordinate disposal, at its own expense, of physically damaged ERT Modules and meter registers in accordance with applicable manufacturer and government guidelines for proper disposal. **Int. _____**
6. Customer will not destroy, salvage, or dispose of any non-functioning ERT'd Meter removed from service within the Warranty period without written authorization from Itron, which will not be unreasonably withheld. Absent written authorization for equipment disposal, Customer may dispose of the non-functioning ERT'd Meter six (6) months after removal from service.

Customer agrees to provide system performance data, on a monthly basis, ~~or when requested,~~ to Itron for review. (Itron to provide template for data collection) **Int. _____**

Itron Commitments:

1. Itron will provide the Union County Public Works with a 100%, 1 for 1, Special Warranty on 50W-1 and 50W-2 ERT returns, for ERTs manufactured prior to May 2005. This Special Warranty will expire on ~~December 31, 2010.~~ *** June 30, 2014.** This warranty is subject to Section 4 of the End User License and Warranty Agreement between the Union County Public Works and Itron, Inc. dated March 6, 1999. Notwithstanding the foregoing, this Warranty will not apply to ERTs with physical damage. **Int. _____**
2. All remaining 50W-2 and 60W endpoints with a manufacturing date code of May 2005 and later will continue to have a 10-year 100% replacement warranty.



Electric / Gas / Water
Information collection, analysis and application

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Liberty Lake, WA 99019
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~~Customer agrees this Agreement constitutes the sole and exclusive understanding between Itron and Customer relating to the replacement of the 50W-1 and 50W-2 ERTs, manufactured prior to May 2005, and by accepting the terms of this Agreement all claims Customer may have against Itron with regard to ERT Modules are resolved. All other provisions of Itron's End User License and Warranty Agreement with the Union County Public Works will remain in full force and effect. This Agreement is a contractual settlement executed for the purpose of settling a disputed claim with regard to the ERT Module. Nothing in this Agreement will be deemed or construed to be an admission of liability by any party and all such liability is expressly denied. This Agreement applies only to the ERT Module and in no way implicates any other product or arrangement between Itron and Customer. Upon execution of this Agreement, it is understood that neither Itron nor the customer will have any future obligations related to the current performance of the Itron ERTs.~~

Int. _____

~~The undersigned Company representative warrants that Company has approved this transaction in accordance with applicable law and procedures, that he is authorized to execute this Agreement on behalf of Company, that he has read and understands the terms and conditions of this Agreement, and that Company is entering into this Agreement voluntarily and without any promise of benefit other than as set forth in this Agreement.~~

Int. _____

Itron, Inc.

Union County Public Works

 5/26/09
Signature Date

Customer Signature Date

Bob Burks

Customer Name (Please Print)

Vice President, Operations

Title

Please sign both original documents, retaining one original for your records.
Please return one original document to;

Mr. Bob Burks
Itron, Inc.
2111 N. Molter Road
Liberty Lake, WA 99019
Tel: (864) 638-4820

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 31 August, 2009

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

SUBJECT: Operational Agreement between Union County, the United States Department of Agriculture Natural Resources Conservation Service, the North Carolina Department of Environment and Natural Resources Division of Soil and Water, and the Union Soil and Water Conservation District

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

ATTACHMENT(S):
Letter from Mark Ferguson, District Conservationist
Proposed Operational Agreement

INFORMATION CONTACT:
Matthew Delk, Asst. Manager
Wayne Moser, Union County Soil Conservation District Director
Mark Ferguson, District Conservationist

TELEPHONE NUMBERS:

Delk, 704-283-3656

Moser, 704-233-1621

Ferguson, 704-233-1621 ext 3

DEPARTMENT'S RECOMMENDED ACTION: Authorize the County Manager to sign the operational agreement

BACKGROUND: This proposed agreement updates a 2006 agreement currently in effect. No major changes were made in this proposed version.

Soil Conservation is carried out in Union County by federal and county employees through the planning and implementation of conservation practices on cropland, pastureland, hayland and woodland. Federal and State cost share programs are implemented between landowners and the government after conservation plans are developed by these officials. These officials have offices in the Union County Agriculture Center. This type of working arrangement between local, state, and federal conservation employees is typical in North Carolina Counties that have strong agricultural economies, and helps deliver good services without duplication of efforts.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation:

OPERATIONAL AGREEMENT

Between the

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

and

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES -
DIVISION OF SOIL AND WATER CONSERVATION

and

THE UNION SOIL AND WATER CONSERVATION DISTRICT

and

UNION COUNTY, NORTH CAROLINA

For their Cooperation in the
Conservation of Natural Resources

BACKGROUND STATEMENT AND PURPOSE

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the DENR-Division of Soil and Water Conservation (DSWC), an agency of the State of North Carolina, the Union Soil and Water Conservation District (SWCD), and Union County,* collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

* (the "County")

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA-Natural Resources Conservation Service, North Carolina Department of Environment and Natural Resources, North Carolina Soil and Water Conservation Commission, and the Union Soil and Water Conservation District. The operational agreement documents those areas of common interest of the federal, state, and local partnership in the natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision making process; communicating, coordinating, and cooperating; promoting mutual respect and sharing leadership, ownership, and credit and responsibility.

AUTHORITIES, STATUTES, LAWS

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil and Water Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

DSWC is authorized to enter into this agreement by the North Carolina General Statutes * 139-4 and * 143B-294 - * 143B-297.

The District authority is defined in the Soil and Water Conservation District Laws, General Statutes of North Carolina * 139-1 - *139-47.

Int. _____

The county is authorized to enter into this agreement by the North Carolina General Statute * 153A-11 and * 160A-11 - * 160A-464.

461

ROLES AND RESPONSIBILITIES:

CONSERVATION PROGRAM IMPLEMENTATION

The parties recognize the natural resources conservation program as a blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resource conservation program in the areas of mutual concern. The ~~implementation of the~~ parties will coordinate with the public and private resource groups, other resource agencies, and interested parties to share information and resources as needed to facilitate implementation of the conservation program.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for resource planning and evaluation. The parties further agree that gathered data will be mutually shared and used in support of the conservation program implementation as needed to facilitate implementation of the conservation program as shown in Attachment A. The parties will coordinate with public and private resource groups, other resource agencies, and interested parties to share information and resources as needed to facilitate implementations of the conservation program. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities and Equipment Section of this agreement.

Setting Program Priorities: The parties agree to implement the conservation program based on the mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further agree to annually re-evaluate established priorities and to adjust as warranted. SWCD supervisors have responsibility to organize local work groups to assess resource conditions and establish local priorities.

Programs to be Implemented: The parties agree to use federal, state, and local programs in a complementary fashion to address local priorities and concerns. Attachment A includes a list of programs that will be utilized to address priorities and concerns.

Marketing: The parties agree to conduct a common effort to inform the public of program opportunities and benefits.

TECHNICAL STANDARDS AND JOB APPROVAL AUTHORITY

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, maintenance, and interpretation of the Field Office Technical Guide. When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets NRCS planning

policy. At a minimum, the conservation planning will encompass the field or fields impacted by the cost-shared conservation practices.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice (job approval) authority, which is based on acquired knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation (job approval) authority will be determined and documented according to NRCS National Engineering Manual, Part 501, by the certification system authorized by the NC Soil and Water Commission and in accordance with the NC NRCS policy and procedures regarding job approval authority. Each technical employee in the office will acquire the necessary skills to qualify for job approval authority for the routinely used engineering and non-engineering conservation practices prevalent in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice design, layout, checkout, and certification.

PERSONNEL AND FISCAL MANAGEMENT

The parties recognize that the natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will work together to provide staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation program. Staffing will be a mix of employees provided by federal, state, county, and district resources. There are certain authorities delegated to specific staff as follows:

Personnel Management

- a. Hiring and dismissal of employees is the responsibility of their parties
- b. The management of NRCS personnel is the responsibility of NRCS
- c. The management of county ~~and/or district~~ employees is the responsibility of the ~~District Board of Supervisors and/or County Manager~~.^{*} In the interest of facilitating these responsibilities the Union County Soil Conservation District Director is delegated the authority for:

Int. _____

1. Daily supervision and guidance
2. Leave (absence from duty) coordination and approval
3. Delivery of employee training and development

**

Int. _____

- d. The Union County Soil Conservation District Director will make recommendations to the District Board of Supervisors regarding the following ~~in accordance with county policy~~.^{***}

Int. _____

1. Recruitment and hiring of district employees
2. Employee performance evaluation, including awards, disciplinary actions and separation
3. Leave coordination and approval
4. Certification of time and attendance reports
5. Determination and approval of training requiring expenditure of district funds.
6. *Counties with Agriculture Cost Share Program (ACSP) employee(s) are required to annually document for each position, the number of hours dedicated to work on nonpoint pollution control issues under the ACSP and adherence to state regulations.*

* The management of district employees is the responsibility of the District Board of Supervisors.

** Those parties with supervisory authority over County employees shall comply with the County's Personnel Policy and all applicable laws in the performance of their duties.

*** matters when dealing with district employees and to the County Manager regarding the following matters when dealing with County employees:

The NRCS District Conservationist (DC) is delegated the authority for:

1. Technical oversight – As a condition of assigning Job Approval Authority to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The DC is assigned as the NRCS representative to provide this oversight. NRCS Area Personnel will also periodically review the technical work of both NRCS and Union SWCD employees in the office.
2. Delivery of employee technical training and development.

In the event that a district employee feels aggrieved, their recourse is to the district board. County government personnel policy will be followed where appropriate. The parties agree to work cooperatively to resolve employee grievances.

Hiring, supervision, development, evaluation and dismissal of employees will be done in accordance with applicable and specific governmental or agency policy. *

Int. _____

Fiscal Management

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs. Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head will actively assist the district with the following:

1. Development of operating budgets
2. Tracking of expenditures for maintaining funding accountability
3. Making recommendations regarding expenditure of funds and purchases

**

Int. _____

RECORDS, FACILITIES, AND EQUIPMENT

The parties will work together to provide office space, vehicles, and equipment ~~with~~ ^{within} funding limits; operating guidelines, authorities, federal and state laws, and local ordinances. The parties will work cooperatively to share these resources through the use of formal and informal agreements as follows:

Int. _____

Office Space – In the Union County Agricultural Building.

Vehicles – NRCS will provide vehicle to NRCS employee for daily use in the scope of their work. District personnel with approval to operate government vehicles may use the federal vehicle for promoting conservation programs, commensurate with the NRCS mission and priorities, when it is not needed by NRCS personnel.

Equipment – owned by NRCS and Union Soil and Water Conservation District. Use will be shared by both agencies.

The parties will agree on the maintenance, update, and disposal of relevant records. Access to records will be governed by the Federal Freedom of Information Act (FOIA), and/or the North Carolina Public Records Law depending on whether the record is a federal record or a state/local record. Section 1619 of the Food, Conservation and Energy Act of 2008 prohibits disclosure of certain confidential customer information that is provided to, or in the possession of, NRCS. NRCS may share this information with local and state entities in order to implement conservation programs, provided the local and state entities agree to not disclose the information. Therefore,

* Notwithstanding anything herein to the contrary, only the Union County Manager has the authority to hire, take disciplinary action against, or dismiss a County employee and County employees must be treated in accordance with the County's Personnel Policy.

** All County payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services.

the parties to this agreement agree that any customer information obtained from NRCS and/or other USDA agencies, employees, files, databases, web applications, similar sources, will not be disclosed but will be protected under the same federal guidelines and laws as would be applicable to a NRCS employee. Each party accepts responsibility for any security breach caused by their employee(s).

All parties agree to protect personally identifiable and/or confidential information from customers and employees by securing this information in locked file cabinets. When the information is being used and not in a locked cabinet, the employees will keep it with them personally (folder, memory storage device) to avoid improper disclosure or loss of the data. Personally identifiable and/or confidential information will only be used for authorized purposes.

FEE FOR SERVICES

The parties recognize that nonfederal signatories may establish procedures to collect fees, where permissible, for delivery of such services, which are not provided through federal financial or technical assistance.

ACCOUNTABILITY

The parties agree to cooperatively develop and utilize natural resource and program database to measure effectiveness in program delivery and customer satisfaction. Annually the District will provide a copy of its Plan of Operations by September 1 and Annual Report by September 1 to other signatories of this agreement.

SCOPE OF AGREEMENT

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resource conservation programs within the conservation districts.

TORT LIABILITY

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

CIVIL RIGHTS

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist customer base, and having a diverse staff to assist this customer base, and having diversity within the district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing. The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and in accordance with the regulations of the Secretary of Agriculture (7CFR-15, Subparts A and B) which provide

that no person in the United States shall, on the grounds of race, color, national origin, sex, age religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency thereof.

REVIEW, MODIFICATION, TERMINATION

This agreement will be reviewed at least annually. This agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party by giving 60 days notice to the other parties. **This Agreement shall continue until terminated by either party as provided herein.**

Int. _____

UNITED STATES DEPARTMENT
OF AGRICULTURE
NATIONAL RESOURCES
CONSERVATION SERVICE

DENR-DIVISION OF SOIL AND
WATER

By: _____
Mary K. Combs, State Conservationist

By: _____
Patricia K. Harris, Director

Date: _____

Date: _____

UNION SOIL AND WATER
CONSERVATION DISTRICT

UNION COUNTY

By: *J. Kenneth Mills*
J. Kenneth Mills, Chairman

By: _____
Al Greene, County Manager

Date: *May 19, 2009*

Date: _____

APPROVED AS TO LEGAL FORM *CPH*

Attachment A

The following is a list of programs which will be utilized to address local priorities and concerns. This list is subject to informal changes or updates.

RESOURCE INVENTORY & DATA SHARING

Natural Resources Inventory (NRI)
Agricultural Census Data
Natural Resource Plans (Food Security Act, NCACSP, .0200)
Geographic Information Systems (GIS)
Toolkit
Maps (USGS Topographical, National Wetland Inventory, Flood Insurance Rate Maps)
Management Plan
Soil Survey of Union County
Historical Aerial Photos

PROGRAMS

Federally Initiated Programs

Conservation Technical Assistance (CTA)
Wetland Reserve Program (WRP)
Conservation Reserve Program (CRP)
Highly Erodible Land Provisions (HEL)
Wildlife Habitat Incentives Program (WHIP)
Environmental Quality Incentives Program (EQIP)
Grassland Reserve Program (GRP)
Conservation Security Program (CSP)
Other Farm Bill authorized conservation programs

North Carolina Initiated State Programs

Stewardship Incentives Program (SIP) – Division of Forest Resources (DFR)
Forest Development Program (FDP) – NC Forest Service (NCFS)
Agricultural Cost Share Program (NCACSP) –DSWC
Wildlife Biology and Fishery Tech Assistance-NC Wildlife Resources Commission (NCWRC)
Confined Animal Permits –NC DENR
Farmland Protection
NC Agriculture Drought Assistance Program (NCCCAP) -DSWC

Locally Initiated Programs

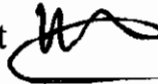
Cooperation w/NC Cooperative Extension Service, Farm Service Agency, NCFS,
NCWRC, Union County Health Department.

**NATURAL RESOURCES CONSERVATION SERVICE
3230-B PRESSON RD., SUITE B
MONROE, NC 28112
TELEPHONE: 704-233-1621 ext. 3
FAX: 704-233-0148**

August 8, 2009

TO: Matthew Delk, Assistant County Manager

FROM: Mark Ferguson, District Conservationist



RE: Operational Agreement Summary

As requested, I have summarized the purpose of the Operational Agreement and briefly described the function of the parties involved in it.

This is an updated version of the Operational Agreement signed in 2006. Minor changes were made to several sections which did not change the intent of the 2006 version. No major changes were made to the document. The main purpose for updating this document is to have current approval signatures.

The agreement is between the Natural Resources Conservation Service, an agency of the United States Department of Agriculture, the Department of Environment and Natural Resources-Division of Soil and Water Conservation, an agency of the State of North Carolina, the Union Soil and Water Conservation District and Union County. All of these parties have a significant interest in the conservation of natural resources such as soil, water and air. Resource conservation is carried out in Union County by federal and county employees through the planning and implementation of conservation practices on cropland, pastureland, hayland and woodland. Federal and state cost share programs are utilized to help landowners offset their costs in implementing conservation practices on their land.

The purpose of this agreement is to document those areas of common interest of the federal, state, and local partnership in the conservation of natural resources. The agreement covers the roles and responsibilities of the agencies in conservation program implementation, technical standards and job approval authority (for design and approval of conservation practices), personnel management and records, facilities and equipment. It basically is an agreement in which the parties involved mutually agree to work together to promote the conservation of natural resources in Union County.

If you have any questions please call me at 704-233-1621 ext. 3.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: August 31, 2009

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

SUBJECT: Application for State Aid

DEPARTMENT: Library

PUBLIC HEARING: No

ATTACHMENT(S):
Application for State Aid to Public
Libraries

INFORMATION CONTACT:
Martie Smith

TELEPHONE NUMBERS:
704-283-8184 x222
704-242-0180 (mobile)

DEPARTMENT'S RECOMMENDED ACTION: On the consent agenda, authorize the Chairman to sign the Application for State Aid to Public Libraries.

BACKGROUND: The State Aid for Public Libraries fund provides an annual appropriation of state funds, administered by the State Library of North Carolina. The rules for eligibility are included on the application form, and have not changed from prior years. Union County meets all of the eligibility requirements. The exact amount of Union County Public Library's appropriation for FY 2010 is not yet known. It will depend upon the final appropriation to the fund by the State Legislature and will be adjusted proportionately by the reduction in the County's budgeted expenditures for the Library for FY 2010 as compared with the original FY 2009 budget.

FINANCIAL IMPACT: Approximately \$157,000 will be added to Revenue.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Department of Cultural Resources
State Library of North Carolina
APPLICATION FOR STATE AID TO PUBLIC LIBRARIES
State Fiscal Year 2009-2010
(Submit one form only)

The type of library and its governance determine the signature required on this document.

County Library: Chair of County Commissioners
Municipal Library: Chair of Town/City Council
Regional Library: Chair of Regional Board of Trustees
Independent County Library: Chair of Board of Trustees

I, Lanny Openshaw

Print Name

Chairman, Union County Board of Commissioners

Print Title

(signature) _____

certify that Union County Public Library

Name of Library

having met the following requirements, hereby applies for funding from the Aid to Public Libraries Fund.

07 NCAC 02E .0301 QUALIFICATIONS FOR GRANT ELIGIBILITY

Libraries requesting funding from the Aid to Public Libraries Fund shall submit annually to the State Library of North Carolina an application for State Aid and supporting documentation including financial and statistical reports and shall meet the following eligibility requirements:

- (1) Be established consistent with the provisions of Article 14, Chapter 153A of the North Carolina General Statutes.
- (2) Provide library services in compliance with applicable State and Federal law to all residents of the political subdivision(s) supporting the library. Public library services shall be provided from at least one designated facility with a catalogued collection that is open to the public a minimum of 40 hours per week.
- (3) Employ a full-time library director having or eligible for North Carolina public librarian certification. Full-time means working a minimum of 35 hours per week.
- (4) Secure operational funds from local government sources at least equal to the average amount budgeted and available for expenditure for the previous three years. A grant to a local library system from the Aid to Public Libraries Fund shall not be terminated but shall be reduced proportionately by the Department if the amount budgeted and available for expenditure by local government is below the average of the previous three fiscal years. State funds shall not replace local funds budgeted and available for expenditure for public library operations.
- (5) Secure aggregate operational funds from local sources at least equaling state aid.
- (6) Expend funds as authorized in the budget adopted by the Board of Trustees of a Regional Library, a County, or a Municipality. Any library having an unencumbered operational balance of more than 17 percent of the previous year's operating receipts shall have the difference deducted from its state allocation.
- (7) Pay salaries for professional positions funded from the Aid to Public Libraries Fund at least at the minimum rate of a salary grade of 69 as established by the Office of State Personnel.
- (8) Provide to the State Library of North Carolina an annual audit of the political subdivision(s) funding the library consistent with generally accepted accounting principles.
- (9) Submit annually to the State Library of North Carolina a copy of the bylaws of the library system's Board(s) of Trustees.
- (10) Submit annually a current long-range plan of service to the State Library of North Carolina. A long-range plan of service is a plan of at least five years. Upon request, submit an assessment of a community's library needs to the State Library of North Carolina.
- (11) Submit a copy of the agreement establishing the library system, if composed of more than one local governmental unit.
- (12) Meet the following stipulations when establishing a new library or re-establishing eligibility for the Aid to Public Libraries Fund:
 - (a) meet all qualifications for the state aid to public libraries program on July 1 of the year prior to the fiscal year that the library plans to receive State Aid,
 - (b) continue to meet all qualifications for the state aid to public libraries program from July 1 to June 30 of that year, which shall be known as the demonstration year,
 - (c) file a full application for state aid by the June 30 deadline at the close of the demonstration year in order to receive state aid in the next fiscal year.

Submit application to: Anne Marie Elkins
Library Development Section
State Library of North Carolina
4640 Mail Service Center
Raleigh, NC 27699-4640
**Deadline for submission of FY July 1, 2009- June 30, 2010
application is:
Postmarked on or before September 15, 2009**

MOTOR VEHICLE TAX REFUNDS
for JULY 2009

AGENDA ITEM
4/5
MEETING DATE 8/31/09

Approval of Board of County Commissioners not required:

Collector Refunds for July 2009	3,607.62
(adjustment to July collector refund register)	(466.36)

To be approved by Board of County Commissioners on 8-31-09
(to be submitted by Assessor's Office)

Assessor Refunds for July 2009	497.66
(Correction on release worksheet)	(261.14)

*** Approval requested for overpayments:

Overpayments for July 2009	<u>4,745.31</u>
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Total to be refunded for July 2009	<u><u>8,123.09</u></u>
------------------------------------	------------------------

Debbie Cox
8.10.09

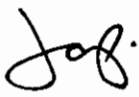


UNION COUNTY
Office of the Tax Administrator
Collections Division
500 N. Main St. Ste 119
P.O. Box 38
Monroe, NC 28111-0038

AGENDA ITEM
46
MEETING DATE 8/31/09

704-283-3848
704-283-3897 Fax

TO: Lynn West
Clerk to the Board

FROM: John Petoskey 
Tax Administrator

DATE: August 14, 2009

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending July 31, 2009 is attached for your information and review.

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

Attachment

JP/PH

**JULY 2009
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

JULY 31, 2009 REGULAR TAX	2009	2008	2007	2006
BEGINNING CHARGE	314,980.49	143,607,175.84	116,275,162.52	96,259,164.00
DISCOVERIES				
FARM DEFERMENTS		14,041.30	9,876.06	9,078.81
RELEASES				
TOTAL CHARGE	314,980.49	143,621,217.14	116,285,038.58	96,268,242.81
BEGINNING COLLECTIONS	59,606.74	139,616,138.33	115,391,325.02	95,788,187.38
COLLECTIONS	3,838.24	423,016.54	51,846.05	19,372.73
TOTAL COLLECTIONS	63,444.98	140,039,154.87	115,443,171.07	95,807,560.11
BALANCE OUTSTANDING	251,535.51	3,582,062.27	841,867.51	460,682.70
PERCENTAGE OF REGULAR	20.14%	97.51%	99.28%	99.52%
JULY 31, 2009 MOTOR VEHICLE				
BEGINNING CHARGE	976,355.30	11,743,219.17	12,062,318.73	10,333,949.79
2nd MOTOR VEHICLE BILLING	953,239.85			
ASSESSOR RELEASE	(4,005.55)	(2,691.02)	(345.10)	
ASSESSOR REFUND	(110.70)	(210.76)	(111.66)	
COLLECTOR RELEASE	(4,525.78)	(3,952.97)	(125.75)	
COLLECTOR REFUND	(359.92)	(2,415.19)	(349.68)	
REIMBURSEMENTS	38.71	3,940.10	555.71	192.23
ADJUSTMENTS	(1.64)	(1.23)	(0.69)	
TOTAL CHARGE	1,920,630.27	11,737,888.10	12,061,941.56	10,334,142.02
BEGINNING COLLECTIONS	192,508.52	10,619,334.98	11,889,685.17	10,238,989.43
COLLECTIONS	710,310.69	265,054.21	5,884.75	636.63
TOTAL COLLECTIONS	902,819.21	10,884,389.19	11,895,569.92	10,239,626.06
BALANCE OUTSTANDING	1,017,811.06	853,498.91	166,371.64	94,515.96
PERCENTAGE OF MOTOR VEHICLE	47.01%	92.73%	98.62%	99.09%
OVERALL CHARGED	2,235,610.76	155,359,105.24	128,346,980.14	106,602,384.83
OVERALL COLLECTED	966,264.19	150,923,544.06	127,338,740.99	106,047,186.17
OVERALL PERCENTAGE	43.22%	97.14%	99.21%	99.48%

**JULY 2009
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

JULY 31, 2009 REGULAR TAX	2005	2004	2003	2002
BEGINNING CHARGE	86,248,818.85	75,936,883.58	60,651,659.92	51,673,900.40
DISCOVERIES				
FARM DEFERMENTS				
RELEASES				
TOTAL CHARGE	86,248,818.85	75,936,883.58	60,651,659.92	51,673,900.40
BEGINNING COLLECTIONS	85,984,863.21	75,762,935.80	60,530,119.96	51,586,393.10
COLLECTIONS	4,660.78	1,548.29	544.25	53.89
TOTAL COLLECTIONS	85,989,523.99	75,764,484.09	60,530,664.21	51,586,446.99
BALANCE OUTSTANDING	259,294.86	172,399.49	120,995.71	87,453.41
PERCENTAGE OF REGULAR	99.70%	99.77%	99.80%	99.83%
JULY 31, 2009 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
2nd MOTOR VEHICLE BILLING				
ASSESSOR RELEASE				
ASSESSOR REFUND				
COLLECTOR RELEASE				
COLLECTOR REFUND				
REIMBURSEMENTS				
ADJUSTMENTS				
TOTAL CHARGE	-	-	-	-
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS				
TOTAL COLLECTIONS	-	-	-	-
BALANCE OUTSTANDING	-	-	-	-
PERCENTAGE OF MOTOR VEHICLE				
OVERALL CHARGED	86,248,818.85	75,936,883.58	60,651,659.92	51,673,900.40
OVERALL COLLECTED	85,989,523.99	75,764,484.09	60,530,664.21	51,586,446.99
OVERALL PERCENTAGE	99.70%	99.77%	99.80%	99.83%

**JULY 2009
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

JULY 31, 2009 REGULAR TAX	2001	2000	1999	1998
BEGINNING CHARGE	48,122,649.67	43,552,864.81	40,736,778.57	37,964,034.52
DISCOVERIES				
FARM DEFERMENTS				
RELEASES				
TOTAL CHARGE	48,122,649.67	43,552,864.81	40,736,778.57	37,964,034.52
BEGINNING COLLECTIONS	48,058,319.93	43,508,953.58	40,697,791.86	37,936,462.82
COLLECTIONS	52.67	17.20		
TOTAL COLLECTIONS	48,058,372.60	43,508,970.78	40,697,791.86	37,936,462.82
BALANCE OUTSTANDING	64,277.07	43,894.03	38,986.71	27,571.70
PERCENTAGE OF REGULAR	99.87%	99.90%	99.90%	99.93%
JULY 31, 2009 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
2nd MOTOR VEHICLE BILLING	-	-	-	-
ASSESSOR RELEASE	-	-	-	-
ASSESSOR REFUND	-	-	-	-
COLLECTOR RELEASE	-	-	-	-
COLLECTOR REFUND	-	-	-	-
REIMBURSEMENTS	-	-	-	-
ADJUSTMENTS	-	-	-	-
TOTAL CHARGE	-	-	-	-
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS	-	-	-	-
TOTAL COLLECTIONS	-	-	-	-
BALANCE OUTSTANDING	-	-	-	-
PERCENTAGE OF MOTOR VEHICLE	-	-	-	-
OVERALL CHARGED	48,122,649.67	43,552,864.81	40,736,778.57	37,964,034.52
OVERALL COLLECTED	48,058,372.60	43,508,970.78	40,697,791.86	37,936,462.82
OVERALL PERCENTAGE	99.87%	99.90%	99.90%	99.93%