



AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, November 2, 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

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

2. **Public Hearing - Proposed Text Amendments to Sections 400, 401, and 402 of Article XXIV Flood Damage Prevention of the Union County Land Use Ordinance** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Conduct public hearing to amend Sections 400, 401, and 402 of Article XXIV Flood Damage Prevention of the Union County Land Use Ordinance

3. **Informal Comments** (*Estimated Time: 15 Minutes)

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

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

6. **Public Information Officer's Comments** (*Estimated Time: 10 Minutes)

Old Business:

7. **Hospital Engagement** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Provide direction to staff regarding next steps

New Business:

8. **Carolinas Medical Center-Union** (*Estimated Time: 20 Minutes)
 - a. Community Update
ACTION REQUESTED: Receive presentation
 - b. Capital Expenditures for Waxhaw
ACTION REQUESTED: Approve capital expenses

9. **Proposed Development Policies and Vision Statements and Corresponding Policy** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Referral to the Planning Board for consideration and review, in conjunction with the proposed Comprehensive Land Use Plan and consultation with staff, of the proposed development policies, to be brought back to the Board with recommendations and suggestions for adoption

10. **Discussion of BOCC Special Meetings, Called Meetings and Work Sessions** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Discussion

11. **Announcements of Vacancies on Boards and Committees** (*Estimated Time: 5 Minutes)
 - a. Adult Care Home Advisory Committee (4 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)
 - f. Parks and Recreation Advisory Committee (1 Vacancy for Unexpired Term Ending in February 2011 Due to Resignation)
 - g. Planning Board (1Vacancy for unexpired term ending April 10, 2010 due to a resignation)
ACTION REQUESTED: Announce vacancies

12. **Appointments to Boards and Committees** (*Estimated Time: 5 Minutes)
 - a. Adult Care Home Community Advisory Committee
ACTION REQUESTED: Consider Appointment

13. **Manager's Comments**

14. **Commissioners' Comments**

CONSENT AGENDA
November 2, 2009

1. **Contracts/Purchase Orders Over \$20,000**
 - a. Information Systems: Financial Software Service Provider Agreement with Tyler Technology, Inc. in the Amount of \$141,987 (\$47,329 annually)
 - b. Health Department: Agreement Extension with Favorite Healthcare for Nurse Staffing at the Union County Jail

ACTION REQUESTED: Authorize the Manager to approve items a-b, above, pending legal review

2. **Contract Amendment for Town of Indian Trail Contract Deputies**

ACTION REQUESTED: 1) Authorize County Manager to approve contract amendment with Indian Trail regarding the provision of law enforcement personnel 2) Increase the full/part-time position authorization allocated to the Sheriff's Office from 251.55 to 256.55 reflecting five additional deputies in accordance with the terms of the contract amendment 3) Adopt Budget Ordinance Amendment # 18

3. **Minutes**

ACTION REQUESTED: Approve

4. **Health Department - Budget Ordinance Amendment #19**

ACTION REQUESTED: Adopt Budget Ordinance Amendment #19 to appropriate additional \$7,000 in federal revenues to be used to increase storage capacity for immunization supplies

5. **Amendments to Environmental Health Food and Lodging Fees**
 - a. Increase the Temporary Food Establishment Fee from \$50 to \$75
 - b. Increase the Allowable Charge for Plan Reviews for Prototype Franchised or Chain Facilities Food Establishments from \$200 to \$250

ACTION REQUESTED: Approve the increases as set forth in Items a and b, above, as recommended by the Union County Board of Health. Both fees are allowed per the 2009 legislative session and will be used to support the food, lodging and institutional requirements of Environmental Health

6. **Tax Administrator - Departmental Report for September 2009**

ACTION REQUESTED: Approve report

7. **Communications - Budget Ordinance Amendment #17 to Appropriate Insurance Reimbursement Funds Received to Replace Radio Equipment Damaged by Lightning to the Communications Tower Located at the Sheriff's Office on Presson Road**

ACTION REQUESTED: Adopt Budget Ordinance Amendment #17 to appropriate insurance reimbursement funds in the amount of \$23,033 to replace radio equipment damaged by lightning to the communications tower located at the Sheriff's Office on Presson Road

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 2 November 2009

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

SUBJECT: Community Benefits Organization Presentation for the Union County
Christmas Bureau

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

ATTACHMENT(S):

INFORMATION CONTACT:

Brett Vines, Public Information
Officer
Matthew Delk, Assistant Manager

TELEPHONE NUMBERS:

Vines, 704-283-3546
Delk, 704-283-3656

DEPARTMENT'S RECOMMENDED ACTION: Receive Brief presentation from Mrs. Gloria Haney, Volunteer Services Coordinator for the Union County Department of Social Services and head of the Union County Christmas Bureau.

BACKGROUND: The Union County Christmas Bureau was established in 1979 to assist needy families during Christmas. The Christmas Bureau opened on Monday, Oct. 26 to begin accepting applications from families that request assistance for the Christmas season. The Christmas Bureau is located at 1416 Skyway Drive in Monroe at the Monroe Plaza Shopping Center .

During the 2008 Christmas season, 1,996 families and 10,329 individuals received some type of assistance from the Christmas Bureau or outside sponsors. This year, there will once again be many families that will seek assistance. The Christmas Bureau needs businesses, churches, families, groups and individuals that are willing to provide hope to these needy families.

Donations of toys, nonperishable food and money will be of great importance in order to meet the needs of these families in Union County . Groups or individuals may also assist by sponsoring families, gift trees or filling stockings for children. Volunteers are also needed for various tasks throughout November and December.

FINANCIAL IMPACT: none

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will on Monday, November 2, 2009, at 7:00 p.m. in the Commissioners' Board Room, first floor, Union County Government Center (formerly the Union County Courthouse), 500 North Main Street, Monroe, North Carolina, conduct a public hearing to receive comments from the public on the amendments and petitions set forth below.

TEXT AMENDMENT: UNION COUNTY LAND USE ORDINANCE PROPOSED AMENDMENT

This proposed amendment will apply to Sections 400(a)(1), 401(b)(1), and 402(a)(1) of the Article XXIV Flood Damage Prevention of the Union County Land Use Ordinance. The current ordinance allows any development permitted by the Table of Uses to occur within floodplain areas as long as the applicant can demonstrate that the proposed development will have no impact on base flood elevations. The proposed amendment will prohibit new development as well as the addition of new fill material to floodplain areas and will restrict uses within floodplain areas to agricultural activities, lawns, gardens, parks, trails, golf courses, and open space. The uses listed above are restricted in that before the use can be established the applicant must demonstrate that the proposed use will not have any effect on base flood elevations. Essential services as allowed in Sections 400(a)(2), 401(b)(2), and 402(a)(2) are unaffected by this amendment.

The proposed amendments may later undergo, without further notice, substantial changes resulting from objections, debate, and discussions at the hearing.

The full text and/or supporting documents relative to the proposed amendments are available for inspection and study at the Union County Planning Department located at 407 North Main Street, Room #149, Monroe, NC from 8:00 a.m. to 5:00 p.m. Monday through Friday. Anyone having any questions on the above petition or amendments may contact the Planning Department at 704-283-3565.

Any person requesting a sign language interpreter, please call (704) 225-8554 and make a request at least 96 hours in advance. Any other special assistance needed by an individual due to a disability under the Americans with Disabilities Act should call (704) 283-3810 and make a request at least 96 hours in advance.

Lynn G. West
Clerk to the Board

Publish on: Wednesday, October 21, 2009, and Tuesday, October 27, 2009

Sec. 400 STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Sec. 386, where no Base Flood Elevation (BFE) data have been provided by FEMA, the following provisions, in addition to the provisions of Sec. 398(a) shall apply:

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) ~~it is demonstrated that the proposed encroachment would~~the development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, golf courses or open space and the development does not require fill or construction of new buildings; and provided further that any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (b) If Sec. 400(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (c) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (1) When Base Flood Elevation (BFE) data are available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Sec. 398(a) and (b).

- (2) When floodway or non-encroachment data are available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Sec. 398(b) and Sec. 402.
- (3) All subdivision, manufactured home park and other development proposals shall provide Base Flood Elevation (BFE) data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with the provisions of Sec. 386 and utilized in implementing this ordinance.
- (4) When Base Flood Elevation (BFE) data are not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Sec. 384. All other applicable provisions of Sec. 398(b) shall also apply.

Sec. 401 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where Base Flood Elevation (BFE) data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (a) Standards of Sec. 398(a) and (b); and
- (b) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) ~~it is demonstrated that the proposed encroachment would~~The development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, or open space and the development does not require fill or construction of new buildings. Any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the

proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.

- (c) If Sec. 401(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

Sec. 402 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS AND WITH FLOODWAYS ~~AND~~ OR NON-ENCROACHMENT AREAS.

Areas designated as floodplains with base flood elevations and with floodways or non-encroachment areas are ~~located within the~~ Special Flood Hazard Areas established in Sec. 386. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to the standards outlined in Sec. 398(a) and (b), shall apply to all development within such areas:

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
- (1) ~~it is demonstrated that the proposed encroachment would~~The development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, or open space and the development does not require fill or construction of new buildings. Any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.

- (b) If Sec. 402(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (c) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:
 - (1) the anchoring and the elevation standards of Sec. 398(b)(3); and
 - (2) the no encroachment standard of Sec. 402(a).

Exhibit A Proposed Text

Sec. 400 STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Sec. 386, where no Base Flood Elevation (BFE) data have been provided by FEMA, the following provisions, in addition to the provisions of Sec. 398(a) shall apply:

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) the development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, golf courses or open space and the development does not require fill or construction of new buildings; and provided further that any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (b) If Sec. 400(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (c) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (1) When Base Flood Elevation (BFE) data are available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Sec. 398(a) and (b).
 - (2) When floodway or non-encroachment data are available from a Federal, State, or other source, all new construction and substantial

Exhibit A Proposed Text

improvements within floodway and non-encroachment areas shall also comply with the requirements of Sec. 398(b) and Sec. 402.

- (3) All subdivision, manufactured home park and other development proposals shall provide Base Flood Elevation (BFE) data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with the provisions of Sec. 386 and utilized in implementing this ordinance.
- (4) When Base Flood Elevation (BFE) data are not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Sec. 384. All other applicable provisions of Sec. 398(b) shall also apply.

Sec. 401 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where Base Flood Elevation (BFE) data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (a) Standards of Sec. 398(a) and (b); and
- (b) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) The development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, or open space and the development does not require fill or construction of new buildings. Any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for

Exhibit A Proposed Text

conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.

- (c) If Sec. 401(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

Sec. 402 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS AND WITH FLOODWAYS OR NON-ENCROACHMENT AREAS.

Areas designated as floodplains with base flood elevations and with floodways or non-encroachment areas are Special Flood Hazard Areas established in Sec. 386. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to the standards outlined in Sec. 398(a) and (b), shall apply to all development within such areas:

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) The development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, or open space and the development does not require fill or construction of new buildings. Any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (b) If Sec. 402(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

Exhibit A Proposed Text

- (c) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:
 - (1) the anchoring and the elevation standards of Sec. 398(b)(3); and
 - (2) the no encroachment standard of Sec. 402(a).



Planned Progress

UNION COUNTY PLANNING

P O Box 1398, Monroe, NC 28111-1398
(407 North Main Street, Suite 149, Old Post Office Bldg., Monroe, NC 28112)
Phone: (704) 283-3565 Fax: (704) 292-2582

MEMORANDUM

To: Al Greene, County Manager

From: Dick Black, Planning Director
Lee Jenson, Land Use Administrator

Date: October 19, 2009

Re: Flood Damage Prevention Amendment

On Tuesday, October 6, 2009, the Union County Planning Board (the "Planning Board") voted unanimously to recommend that the Union County Board of Commissioners (the "Board") amend the text of the Union County Land Use Ordinance to prohibit most development within areas designated as Special Flood Hazard Areas (SFHAs). Special Flood Hazard Areas are locations recognized by FEMA, the State of North Carolina, and Union County that present a potential flooding hazard during large storm events. Special Flood Hazard Areas are more commonly referred to as "floodplains." The proposed amendment would prohibit any new residential or commercial development and/or any new fill material to be added to the SFHA.

Currently, the Land Use Ordinance allows development as long as the applicant can demonstrate that the proposed development will not increase base flood elevations (BFE). Base Flood Elevations are the elevations at which flood waters should reach during a 100-year flood event. The current ordinance also allows "essential services" with a Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR). Essential services are defined as street, road, highway, and railroad crossings, overhead and underground utility crossings where crossings are made perpendicular to the stream, municipal and county owned sanitary sewers, stormwater facilities, and stream restoration activities. The CLOMR and LOMR processes are in place to allow increases to BFEs. These processes exist to officially notify the affected communities and affected residents. The processes also officially, if approved, amend the Flood Insurance Rate Maps. These "essential services" are thus allowed with increases. SFHAs are regulated as overlay zoning districts in the Land Use Ordinance. Overlay zoning districts typically apply more stringent regulations to unique areas such as floodplains, watersheds, etc. Overlay districts typically do not regulate uses, as that is normally a function of the underlying zoning district, although there is no prohibition of this. So basically, our

current ordinance allows development in SFHAs, pursuant to the underlying zoning district, with the added stipulation that any development must not impact BFEs with the exception of essential services.

This amendment was initiated during the Planning Boards June 2, 2009, meeting. The Planning Board expressed concerns regarding potential development taking place inside the SFHAs even if the applicant could produce a study that demonstrates that the proposed development will not have any effect on BFEs. The Planning Board's concerns revolved around three main points as shown below.

1. Increased development will increase stormwater runoff, which in turn will increase flows in streams during storm events. The idea here is that the cumulative impacts of increased development, even if all of that development is able to show a "no impact" to BFEs, will eventually, through increased runoff, cause BFEs to increase.
2. If development is allowed in SFHAs, and the above scenario happens, the County may need to "buy out" properties that are in the SFHA.
3. Is commercial and residential development the proper use of SFHAs?

Based on these concerns, the Planning Board directed staff to prepare a text amendment to the Union County Land Use Ordinance that would prohibit commercial and residential development and that would prohibit the addition of fill material to SFHAs. The Planning Board further spelled out a number of uses that would be a proper use of SFHAs. These uses are generally parks, golf courses, lawns, gardens, trails, and open space. The Planning Board expressed that they did not want to amend the ordinance regarding "essential services."

With this information, planning staff researched the issue and prepared a draft amendment that was sent to the State Floodplain Mapping Office for review and recommendation. After making a few minor modifications, officials with the State Floodplain Mapping Office were comfortable with the amendment. The draft was then sent to County legal staff for review and comment. Legal staff made a few minor changes and warned that "at some point the ordinance could become so restrictive that its application may constitute a taking." These modifications were incorporated into the draft and that document is attached as "Exhibit A Proposed Text." We have also attached a document "Exhibit B Existing Text" which contains the current language in the Land Use Ordinance.

Planning staff have no objection to this amendment. We feel that recreational uses are an appropriate use of SFHAs. In fact this idea is prevalent throughout the region and country.

Exhibit A Proposed Text

Sec. 400 STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Sec. 386, where no Base Flood Elevation (BFE) data have been provided by FEMA, the following provisions, in addition to the provisions of Sec. 398(a) shall apply:

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) the development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, golf courses or open space and the development does not require fill or construction of new buildings; and provided further that any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (b) If Sec. 400(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (c) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (1) When Base Flood Elevation (BFE) data are available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Sec. 398(a) and (b).
 - (2) When floodway or non-encroachment data are available from a Federal, State, or other source, all new construction and substantial

Exhibit A Proposed Text

improvements within floodway and non-encroachment areas shall also comply with the requirements of Sec. 398(b) and Sec. 402.

- (3) All subdivision, manufactured home park and other development proposals shall provide Base Flood Elevation (BFE) data if development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with the provisions of Sec. 386 and utilized in implementing this ordinance.
- (4) When Base Flood Elevation (BFE) data are not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Sec. 384. All other applicable provisions of Sec. 398(b) shall also apply.

Sec. 401 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where Base Flood Elevation (BFE) data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (a) Standards of Sec. 398(a) and (b); and
- (b) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) The development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, or open space and the development does not require fill or construction of new buildings. Any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for

Exhibit A Proposed Text

conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.

- (c) If Sec. 401(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

Sec. 402 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS AND WITH FLOODWAYS OR NON-ENCROACHMENT AREAS.

Areas designated as floodplains with base flood elevations and with floodways or non-encroachment areas are Special Flood Hazard Areas established in Sec. 386. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to the standards outlined in Sec. 398(a) and (b), shall apply to all development within such areas:

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) The development is one of the following uses: agricultural activities, lawns, gardens, parks, trails, or open space and the development does not require fill or construction of new buildings. Any development activity associated with the above uses shall be minimal and shall be preceded by a certification that demonstrates that the proposed development will not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (b) If Sec. 402(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

Exhibit A Proposed Text

- (c) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:
 - (1) the anchoring and the elevation standards of Sec. 398(b)(3); and
 - (2) the no encroachment standard of Sec. 402(a).

Exhibit B Existing Language

Sec. 400 STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS.

Within the Special Flood Hazard Areas designated as Approximate Zone A and established in Sec. 386, where no Base Flood Elevation (BFE) data have been provided by FEMA, the following provisions, in addition to the provisions of Sec. 398(a) shall apply:

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) it is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (b) If Sec. 400(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (c) The BFE used in determining the Regulatory Flood Protection Elevation shall be determined based on the following criteria:
 - (1) When Base Flood Elevation (BFE) data are available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this ordinance and shall be elevated or floodproofed in accordance with standards in Sec. 398(a) and (b).
 - (2) When floodway or non-encroachment data are available from a Federal, State, or other source, all new construction and substantial improvements within floodway and non-encroachment areas shall also comply with the requirements of Sec. 398(b) and Sec. 402.
 - (3) All subdivision, manufactured home park and other development proposals shall provide Base Flood Elevation (BFE) data if

Exhibit B Existing Language

development is greater than five (5) acres or has more than fifty (50) lots/manufactured home sites. Such BFE data shall be adopted by reference in accordance with the provisions of Sec. 386 and utilized in implementing this ordinance.

- (4) When Base Flood Elevation (BFE) data are not available from a Federal, State, or other source as outlined above, the reference level shall be elevated or floodproofed (nonresidential) to or above the Regulatory Flood Protection Elevation, as defined in Sec. 384. All other applicable provisions of Sec. 398(b) shall also apply.

Sec. 401 STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS OR NON-ENCROACHMENT AREAS.

Along rivers and streams where Base Flood Elevation (BFE) data is provided by FEMA or is available from another source but neither floodway nor non-encroachment areas are identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- (a) Standards of Sec. 398(a) and (b); and
- (b) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) it is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (c) If Sec. 401(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.

Exhibit B Existing Language

Sec. 402 FLOODWAYS AND NON-ENCROACHMENT AREAS.

Areas designated as floodways or non-encroachment areas are located within the Special Flood Hazard Areas established in Sec. 386. The floodways and non-encroachment areas are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to the standards outlined in Sec. 398(a) and (b), shall apply to all development within such areas:

- (a) No encroachments, including fill, new construction, substantial improvements and other developments shall be permitted unless:
 - (1) it is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of a floodplain development permit, or
 - (2) for essential services a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained upon completion of the proposed encroachment. Development in floodplains, with or without adopted regulatory floodways, shall be held to 44 CFR 65.12 including but not limited to an application to FEMA for conditional approval, individual legal notice, concurrence of any other communities impacted by the proposed actions, and certification of structures.
- (b) If Sec. 402(a) is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this ordinance.
- (c) No manufactured homes shall be permitted, except replacement manufactured homes in an existing manufactured home park or subdivision, provided the following provisions are met:
 - (1) the anchoring and the elevation standards of Sec. 398(b)(3); and
 - (2) the no encroachment standard of Sec. 402(a).

CAROLINAS MEDICAL CENTER UNION



AGENDA ITEM
82
MEETING DATE 11-2-09



Carolinas Medical Center
Union

Our Mission In Volumes

2009 Projections



Admissions: 9,160



ED Visits: 46,302



Outpatient Visits: 70,310



Active Medical Staff: 139
UPN/CPN Physicians: 51
UPN/CPN Physician Office
Visits: 210,000



Total Employees: 1,429
Full-Time Employees: 1,139



Births: 1,393



Home Health Visits: 25,081



Surgeries: 7,700



Carolinas Medical Center
Union

Community Benefit

**Total Value of Uncompensated Care
and Other Community Benefits**

\$21,165,000

Charitable Contributions

\$481,200

Examples:

United Way: ~\$80,000 annually

HealthQuest: ~ \$60,000 annually

Franklin Street Ambulatory Clinic: ~ \$100,000 annually



Community Wellness

Participated / Hosted 100 Community Events in 2009 including:

- Health Fairs
- Clinical Screenings
- Support Groups
- Sponsored Events
- Education



Carolinas Medical Center
Union

Community Benefit

Richard Heins, *Executive Director of Union County's United Way*



“CMC-Union is instrumental to the success of our United Way agencies in Union County. They are an active leader in all facets of the United Way – leading key committees, sitting on our board and many of our agency boards and through their financial generosity. There probably isn’t another organization that donates the amount of time that CMC-Union leaders and employees donate in Union County.”

Phillip Tarte, *Director of Union County Health Department*

“It is reassuring to know that Union County’s Health Department can always count on CMC-Union to help serve our community’s public health needs. They are a wonderful partner in education, prevention and treatment.”



Carolinas Medical Center
Union

Community Wellness

Health Fairs

- Union County Public Schools
- Goodrich Corporation
- Cooper Tools
- Goulston Technology
- Union County Expo
- Wal-Mart Distribution
- Scott Health & Safety
- Dale Jarrett Ford
- Charlotte-Mecklenburg Schools
- Union Academy
- Union Power Coop Annual Meeting



Clinical Screenings

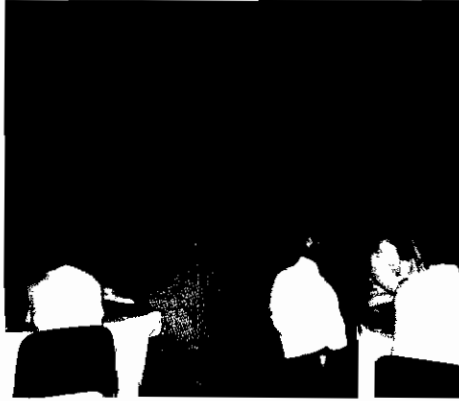
- Blood Pressure
- Blood Sugars
- Prostate
- Peripheral Vein Disease
- Skin Cancer
- Lipids
- PFTs



Community Wellness

Sponsored Events

- Day of Dance for Heart Health
- Girls on the Run
- Kid's Care Health Fair
- MomArama
- National Night Out
- Relay for Life
- Win by Losing
- Cancer Survivors Day
- Tickled Pink



Cancer Survivors Day



Kids' Care Health Fair

Support Groups

- Better Breathers
- Brain Injury
- Cancer
- Diabetes Wellness
- Gastric Bypass
- Look Good Feel Better



Community Wellness

Community Education

•Dinner with the Doctor Series

- Cervical Cancer
- Heart Disease
- Colorectal Cancer
- Asthma and Allergies
- Skin Cancer
- Pain Awareness
- Gastrointestinal Issues
- Breast Cancer
- Diabetic Eye Health



Cub Scouts' Bike
Safety Patch

•Safe Kids

- Child Passenger Safety Seminars
- Car Seats and Booster Seats Distributions
- Bicycle Helmets Distributions
- Drivers' Ed Classes with DUI Simulation Golf Cart

•Latino Outreach Program

- Asthma in Children
- Cholesterol Screenings
- Diabetes Screenings



•Community CPR Certification

Community Wellness



Union County Public Schools Programs

- **Employee Screenings**
- **Inservices**
 - **Diabetes Update for Coaches and PE Teachers**
 - **Sports Injury Clinic**
 - **Diabetes Care Manager**
 - **Signs of Labor for Middle/High School Nurses**
- **Athletic Trainer Program**



Community Benefit

Partners in Education

- **Accredited Family Medicine Residency Program:**

- focuses on educating residents desiring to practice medicine in a small town, rural or suburban community
- fully approved by the ACGME

- **Pharmacists Preceptors:**

- serve as preceptors for students from Wingate University, UNC-Chapel Hill, Campbell University and SC College of Pharmacy.

- **Healthcare Professional Education:**

- collaborates with South Piedmont Community College, Stanly Community College, UNC-Charlotte & Central Piedmont Community College

- **Job Shadowing Program**

- local High Schools students
- Union County Job Ready Program

- **Career Investigators Academy (CIA)**

- summer program for Middle School students



Simulation Training Lab
Collaboration w/SPCC



Economic Impact

CMC-Union and Carolinas HealthCare System (CHS) clearly make significant economic and social impacts on North Carolina and Union County. To objectively measure these impacts on the state and county in 2007, CHS retained the services of national research firm Tripp Umbach to complete an in-depth impact study. According to this study:

- 1. 3,421 FTE jobs in North Carolina and 2,020 FTE jobs in Union County were generated to support CMC-Union services.**
- 2. CMC-Union contributed \$232.5 million in annual business volume impact to the North Carolina economy and \$64.7 million to the Union County economy.**
- 3. Tripp Umbach estimates that CMC-Union employees donated \$2.2 million worth of time and \$2.6 million of personal income to charities throughout the state each year.**



Award Winning Quality

USA Today Top 100 Hospital

- *AMI Mortality*
- *Pneumonia Mortality*



Pulmonary Care Excellence Award

Critical Care Excellence Award

Heart Attack Inpatient Mortality 5 Star Award

HealthGrades 5 Star Quality Rating

Chronic Obstructive Pulmonary Disease,

Gastrointestinal Bleed, Heart Attack,

Pneumonia, Respiratory Failure, and

Sepsis



Carolinian Medical Center
Union

Award Winning Quality



Wound Care Center: Center of Distinction

- Outstanding Clinical Outcomes
- Exceptional Patient Satisfaction
- One of only 12 centers nationally to receive this award

Carolina Parenting Inc.

**Family-
Friendly**

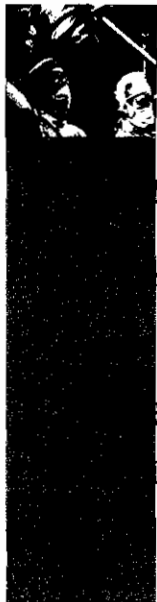


For the 5th year, CMC-Union is one of 50 organizations in North Carolina selected as a “family friendly” company.



Carolinas Medical Center
Union

Award Winning Quality



Society of Chest Pain Centers



Chest Pain Center Accreditation

**One of only 14 hospitals
in North Carolina**



**Commission
on Cancer**

*The anesthesiology program of the
Edwards College of Surgeons*

The Edwards Cancer Center received a Three-Year Reaccreditation with Commendation by the Commission on Cancer of the American College of Surgeons. Only one in four cancer programs in the country are accredited by ACoS. Even fewer receive commendation, the highest level of accreditation.



**Carolinan Medical Center
Union**

Patient Care Enhancements

Oncology Services

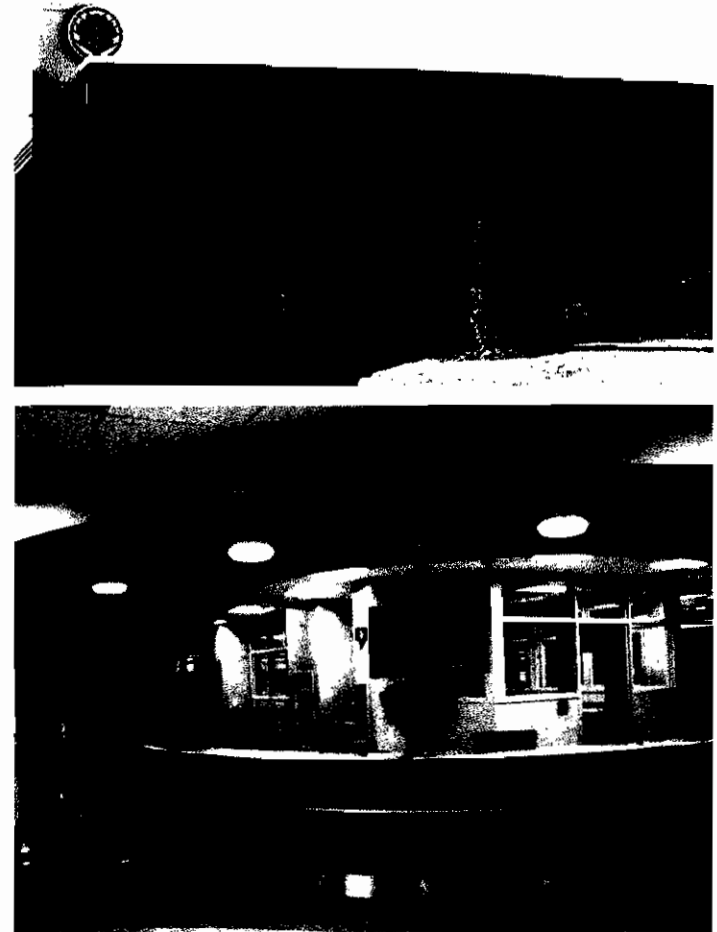
- **PET / CT CON**
- **Linear Accelerator CON**
- **Breast Center**
- **Patient Navigator**



Patient Care Enhancements

Emergency Services Expansion - Phase I

- *29 New Treatment Rooms including:*
 - 2 state-of-the-art resuscitation rooms with designated Imaging capabilities
 - comprehensive decontamination suite
 - private SANE Suite
- *Expanded clinical support space*



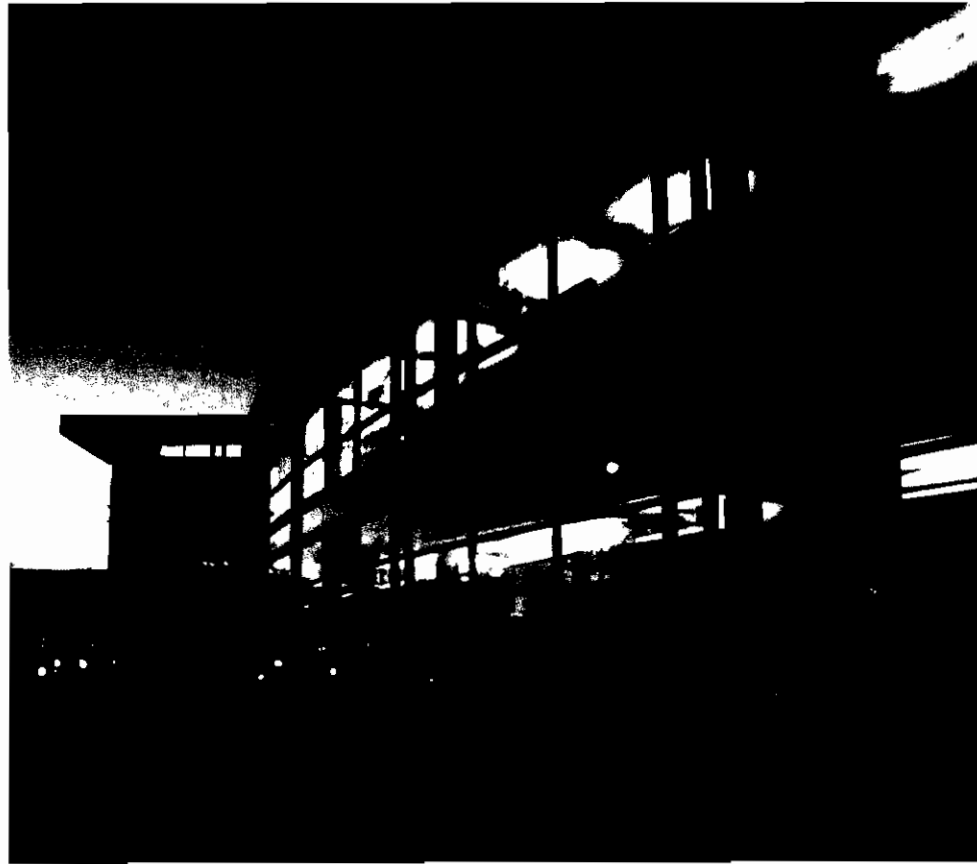
Patient Care Enhancements

Emergency Services Expansion - Phase II

- *5 additional treatment rooms*
- *Dedicated 64-slice CT Scanner*
- *Dedicated Digital Radiography room*
- *Expanded waiting room*



Questions and Comments



Carolinas Medical Center
Union

CMC-Waxhaw Free-Standing Emergency Room



November 2, 2009

AGENDA ITEM # 8b
MEETING DATE 11-2-09

Free Standing Emergency Room Differentiation

	Attracts Patients	Care for Patients	Retain Patients
What Creates Differentiation? <ul style="list-style-type: none"> • Community Involvement • Patient Involvement 	<ul style="list-style-type: none"> • Awareness • Facility location • Care setting • Aesthetics • Community meeting space 	<ul style="list-style-type: none"> • Human interaction – focus on patients and families • Patient comfort • Superior customer training 	<ul style="list-style-type: none"> • Relational care coordination

CMC-Waxhaw

Free-Standing Emergency Room

Patients' and Physicians' Guide to Services

Type of Service	CMC-Waxhaw Emergency Services	Urgent Care Centers
Ability to treat and stabilize all emergencies	YES	Usually just fast track services
Open 24/7, 365 days a year	YES	NO
Full Diagnostics CT scanner, ultrasound, digital X-ray	YES	NO
Observation beds with monitoring by emergency staff	YES	NO
Full diagnostic laboratory services	YES	NO
Physicians board certified in emergency medicine	YES	Sometimes
On-call medical specialists available for consultation	YES	NO
Private treatment rooms	YES	Sometimes
Emergency and Helicopter transport services	YES	Probably NOT
Direct access to trauma services at Carolinas Medical Center facilities	YES	YES
Seamless transfer of diagnostic and patient data between CMC-Waxhaw and CMC hospitals	YES	NO
Bedside registration for convenience and privacy	YES	NO
Accepts most insurance	YES	Probably NOT

Carolinas Medical Center-Union

CMC-Waxhaw Pavilion

Request for Union County Commission Approval

November 2, 2009

Description

This project entails the development of CMC-Waxhaw Pavilion to include a freestanding emergency department (ED), imaging, and laboratory services. The ED will be licensed and operated as a department of Carolinas Medical Center-Union. This facility will consist of 24,714 square feet and will be located at the intersection of Providence Road (Highway 16) and Gray Byrum Road in Union County, NC. The ED, imaging and laboratory services will be located adjacent to, and connected with a 49,000 square foot medical office building which is currently under development and funded by the Carolinas HealthCare System (CHS). Land totaling 8.65 acres was purchased in 2006 by CHS for the CMC-Waxhaw Pavilion.

The following hospital-based services will be provided at the Pavilion to serve emergency room patients and outpatients:

- 24-hour freestanding emergency department with eight treatment rooms and two additional private observation beds, staffed by board-certified emergency physicians.
- Imaging services including a CT scanner, diagnostic radiology, and ultrasound.
- Laboratory services.
- One exterior pad for future mobile technology and a helicopter landing pad.

Justification

- The CMC-Waxhaw Pavilion will provide a unique and innovative approach for needed emergency care services and outpatient diagnostic services to the growing population in southwest Union County.
- The regional emergency departments currently serving the residents of Waxhaw and surrounding communities are highly utilized, therefore indicating a need for additional capacity located in southwest Union County.
- Annual emergency visits are projected to be 11,019 with 348 patients using observation beds in the third year of operation. Likewise, 23,443 annual imaging procedures and 77,756 annual lab tests are projected to be performed in the third year of operation.
- This project will create a new point of access for CMC-Union and will generate downstream services for CMC-Union.

- Hospital-based freestanding emergency departments are gaining momentum nationally as a market growth and demand management strategy. This is a cost-effective alternative to provide community health services in an underserved area. This new facility will be an integral component of the emergency care network in Union County and Mecklenburg County.

CMC-Union's Capital Commitment

CHS will fund the building shell, site preparation costs, land purchase, and architectural, engineering, and consulting fees. In addition, CHS will provide an interior construction upfit allowance of \$40 per square foot. The building shell and related costs will be leased to CMC-Union from CHS.

CMC-Union will fund, from the hospital's accumulated reserves, the interior upfit costs above the \$40 per square foot allowance (the upfit overage) and the furniture, fixtures, and equipment (FFE) costs. CMC-Union's capital commitment will be \$11,271,876 as follows:

Upfit Overage: \$6,098,249

FFE:

• Medical Equipment – Fixed	\$3,062,794
• Furniture	\$ 386,250
• Signage	\$ 40,000
• Information Systems	\$1,392,755
• Security Systems	\$ 138,699
• Other	<u>\$ 153,129</u>
Subtotal FFE	\$5,173,627

Projected Financial Statement

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Net Revenue	\$6,661,957	\$8,466,899	\$9,915,057
Expenses	<u>\$7,020,161</u>	<u>\$8,303,897</u>	<u>\$9,599,880</u>
Profit (Loss)	(\$358,204)	\$163,002	\$315,177

Project Schedule

- November 2, 2009 Obtain Approval from Union County Commission
- December 2009 Begin Construction
- July 2010 Complete Construction
- August 2010 Move In
- September 2010 Open For Patients

Project Support

CMC-Union and the Carolinas HealthCare System received Certificate of Need (CON) approval from the State of North Carolina on June 30, 2008 to proceed with this project. This project has also been approved by the hospital's Finance Committee and Community Trustee Council on September 24, 2009.

We request approval from the Union County Commissioners to proceed with the development of CMC-Waxhaw.

AGENDA ITEM

#

9

MEETING DATE 11-2-09



Tracy Kuehler to: Al Greene, Lanny Openshaw, Kim Rogers
Cc: Lynn West

10/21/2009 05:05 PM

Lanny, Kim, Al, and Lynn:

I would like to have the following item placed on the Agenda for our next meeting...

Referral to the Planning Board for consideration and review, in conjunction with the proposed LUP and consultation with staff, of the proposed development policies, to be brought back to the Board with recommendations and suggestions for adoption.

Thanks

Tracy Kuehler

Union County Commissioner
704-843-7117



PROPOSED DEVELOPMENT POLICIES.doc

PROPOSED DEVELOPMENT POLICIES:

It is the intent of the Union County Board of Commissioners to address the potential decline of Union County's special quality of life unless specific growth management action is taken to prevent it and to enhance the continued challenge of providing a high level of public services while keeping property taxes at a reasonable level. Furthermore, by establishing a Growth Management Plan, it is the intent of the Board of County Commissioners to:

1. Recognize that all individual growth management decisions are part of a larger interconnecting framework of building sustainable and quality growth within Union County;
2. Discourage high density development in areas where significant urban infrastructure are not anticipated;
3. Encourage rural lot designs in those areas where urban infrastructure is not anticipated that will enhance groundwater recharge ability while preserving open space;
4. Recognize and respect constitutionally protected private property rights in the interpretation of all policies and to achieve community goals such as open space preservation through incentives to landowners in voluntary programs that recognize consumer demand;
5. Minimize the effects of large developments in rural areas on the visual landscape and protect farmers from residential neighbors who may not fully understand the nature of farming;
6. Ensure the opportunity for landowners to achieve the highest and best uses of their land that are consistent with growth management policies in order to protect the economic viability of the County's citizens and tax base; and
7. Consider the costs as well as the benefits of growth management policies in order to preserve affordability for citizens' real estate and housing needs.

Five Guiding Policies:

1. The rural, small town and natural character of the county should be preserved.
2. Land use and development should be managed and regulated in order to preserve the quality of our growing county.
3. The guiding policy in any government actions in relation to the use and development of land should be to limit regulation to specific public health, safety, and welfare objectives balanced with responsible freedom in the use of land.
4. County roads should be improved and maintained to a level consistent with present development and expected future development.
5. Growth and development should be balanced with provision of adequate public support infrastructure.

During the past several years, Union County and its municipalities have faced a number of challenges as the region has undergone considerable change. Areas of new growth and development have continued their shift from urban to suburban and rural locations. As new development moves farther into the countryside, greater demands are being placed on area roads, utilities, parks, and other local government services. Resource issues have become overwhelming, including sprawling development, farmland and forestry losses, drainage and flooding issues, and environmental degradation.

As the region grows and continues to change, local elected leaders must make difficult decisions about how to manage growth and about how to allocate the area's finite financial and natural resources to deal with these many growth-related issues.

VISION STATEMENTS and CORRESPONDING POLICY:

1. Well Managed Growth

Area and local governments and service providers must be able to coordinate their policies and action to direct new growth where it can best be served. New developments should generate fewer land use conflicts, less sprawl, and less traffic congestion, while creating more planned open spaces, and a cleaner, healthier environment. We must facilitate more efficient, clustered and mixed use development patterns in order to be able to deliver public services for tax rates below state averages. Better, more quality-conscious development standards shall be applied consistently throughout the county, resulting in higher quality developments. At the same time, such standards shall respect the inherent differences found in development practices for rural versus urban areas, small towns versus large city areas, and historic versus modern areas.

Policy 1.1 An urban areas shall be identified and mapped where urban level development and redevelopment is to be especially encouraged and where a full range of urban services, including centralized water and sewer, as well as stormwater management services, are already available or can be provided in a timely, cost-effective manner.

Policy 1.2 A rural areas shall be identified and mapped where development at a non-urban density is to be encouraged and where on-site sewer services (ie: septic tanks) are most appropriate.

Policy 1.3 Community areas shall be identified and mapped to include small towns where a mixture of community level land uses is to be encouraged to help meet the housing, shipping, and employment needs of are residents.

Policy 1.4 Conservation areas shall be identified and mapped to include 100-year foodplains, riparian buffers along streams, natural heritage areas, critical wildlife habitat, public parks, and other significant, limited or irreplaceable natural areas. Development, if any, should be limited and attentive to the protection of environmental features.

Policy 1.5 Regardless of location on the growth strategy map, new development should occur at densities appropriate for the site. Density factors shall include whether the site is within an environmentally sensitive area, the type of sewage treatment available, the topography and drainage of the site, the capacity of transportation facilities serving the site, the proximity of the site to other existing services, and other relevant factors.

Policy 1.6 Factors used to determine preferred locations for multi-family developments shall include: close proximity to employment and shopping centers, access to major thoroughfares, the availability of public services and facilities, stormwater management issues, and compatibility with adjacent areas and land uses.

Policy 1.7 Access to higher intensity development shall generally not be permitted through an area of lower intensity development.

Policy 1.8 The particular housing needs of senior citizens and the disabled shall be recognized in local government policies and actions regarding residential development.

Policy 1.9 Incentives may be provided for infill development and the rehabilitation of existing housing already provided with urban services to acknowledge the lower service and infrastructure costs to the taxpayer. Development requiring the expansion of services and infrastructure may be required to assist in the cost of such service expansions.

Policy 1.10 Existing neighborhoods shall be protected from encroachment by incompatible land uses. At the same time, convenient services designed to be compatible with nearby residential uses may be permitted at an appropriate level of design and scale.

Policy 1.11 New infill development shall be architecturally compatible with existing structures, landscape features and the streetscape within its vicinity.

Policy 1.12 Housing throughout the county shall be required to meet or exceed minimum housing and nuisance abatement standards to eliminate unlawful activity and blight. Individual structures that have declined to levels beyond reasonable rehabilitation and repair shall be removed so as not to adversely affect the economic health of other nearby structures.

Policy 1.13 Proposed residential development that would expose residents to the harmful effects of incompatible development or to environmental hazards shall be prohibited.

Policy 1.14 All forms of housing development should be discouraged from “leapfrogging” into the countryside, thereby destroying the rural character of the County, breaking up large farmland areas, and making the provision of urban services more costly to taxpayers.

Policy 1.15 Detailed neighborhood and small area planning (or public information meetings) shall be supported so as to encourage greater resident involvement and closer attention to area specific issues and needs.

(Action requirements:

- Integrate road and transportation considerations into the land use plan
- Include as part of land use plan: 1) open space standards and required dedication of open space, 2) intergovernmental agreements to encourage compact development through zoning and collaborative planning efforts, 3) traditional town centers and similar design, 4) planned mix of residential and commercial uses, 5) encouragement of urban development concentration and discouragement of rural development dispersion, 6) air quality impact of development patterns and designs, 7) water quality impacts of development patterns and designs, 8) provision of pedestrian and bicycle linkages within developments and between residential and commercial areas, and 9) preservation of tree cover.
- Multi-family and manufactured home park developments should be required to design for buffering from surrounding uses, minimum paved internal streets at least 18 feet wide, safe

access to public roads, drainage, off street parking, common open space, and provision for fire and emergency service.

- Location of higher density development to be limited to areas with adequate provision of utilities and services.)
- As part of any land use regulations, establish a grievance, review, and relief or variance process for property owners whose land value is substantially affected by county regulation of land use.)

2. Infrastructure That Keeps Pace

The location of new development shall be carefully coordinated with area plans for infrastructure, including water and sewer services, stormwater management, schools, parks and open space, and transportation needs. Utilities must be shown to be adequate and in place prior to occupancy of the new developments they serve. Sewer services should be strategically employed to encourage urban level growth where it can best be accommodated. Advanced planning for future school and park sites should be acquired ahead of their need. Future greenway corridors shall be indentified so that they may be incorporated into the design of new developments.

Policy 2.1 Recognizing that infrastructure has a powerful influence on growth and development, the availability of infrastructure (along with other factors) should determine where development will occur in the region, rather than the other way around.

Policy 2.2 Advanced planning for all infrastructure facilities shall be supported and routinely updated on a countywide basis. Facilities benefited by advanced planning shall include, at a minimum, schools, roads, water, sewer, stormwater management, parks, and greenways.

Policy 2.3 Development intensity should be matched, generally, with the availability of infrastructure. There will be locations, however, where infrastructure alone cannot make up for poor soils, inadequate topography (drainage), or other overriding factors.

Policy 2.4 Generally, infrastructure with excess capacity should be utilized first before spending additional monies to install and maintain new infrastructure elsewhere.

Policy 2.5 New infrastructure shall not be placed in areas where it would encourage development incompatible with current development strategies. New infrastructure shall not be placed in areas where it would encourage sprawling or scattered development in outlying rural areas. Exception may be made for major economic development initiatives, or a need to address an imminent public health emergency.

(Action requirements:

- Create a task force/committee to study and evaluate long range sewer needs and formulate policies and a plan for future sewer improvements and infrastructure growth
- Maintain a minimum standard of 18 feet of paved road width with two foot shoulders as a condition precedent for major developments.

- Require a formal traffic impact study for subdivisions or other developments that would generate at full development 500 or more trips p/day [approximately 50 lots in a subdivision]
- Prepare a countywide evaluation on long-range sewerage needs based on projected densities of development in various areas, and adopt a policy plan to guide decisions concerning the location and funding of future sewer improvements
- Incorporate an infrastructure inventory into the county comprehensive plan, with assessment of adequacy based on defined standards
- Address any inadequacies in support infrastructure by specific improvement plans)

3. Expanded Parks and Recreation

As Union County grows, more park and recreation facilities must be added to meet demand. Parks that include active recreation facilities for the youth, such as soccer, baseball, and multi-purpose fields as well as passive recreation areas that include a well developed system of walking and biking trails shall be included in the development plan. Numerous smaller parks and open space shall be created as part of routine development approval processes.

Policy 3.1 Parks development shall be emphasized as being vital to Union County as a great community with a high quality of life that can attract new businesses and industry to the area.

Policy 3.2 Parks shall be located and designed according to population density and needs of the people residing within the most likely park service area.

Policy 3.3 Efforts to develop a system of open space greenways and hiking trails to connect residential areas with schools, parks, service areas, downtowns, and cultural areas shall be supported. Natural corridors such as streams and floodplains, and man-made corridors such as utility and transportation rights-of-way and easements shall be strategically employed.

Policy 3.4 Smaller parks shall be encouraged in existing and proposed neighborhoods to meet the needs of small children and to encourage social interaction and mutual support among area families.

Policy 3.5 Neighborhood parks should be located with exposure to residences, businesses, and other activities, where informal observation and oversight can provide enhanced security to park properties.

Policy 3.6 New residential development should provide for adequate open space and recreation areas in proportion to the demand created by the development. Acreage or funding may be determined according to local government criteria.

Policy 3.7 Cooperative public-private arrangements for the development, programming, and maintenance of park and recreation facilities shall be encouraged.

(Action requirements:

- Adopt subdivision regulations to allow sidewalks and/or pedestrian pathways that would be interconnected with each other and the road system
- Prepare a plan for bikeways and trails linked to the road system [perhaps by committee]
- Opportunities to partner with the school system for the development and operations of new parks and recreation facilities should be pursued)

4. Preserved Open Space & Rural Character

Losses of open space, farmland, and rural character must be protected by growth management policies, by directing new development away from prime agricultural areas, significant open spaces, and environmentally sensitive lands. Urban services, such as centralized water and sewer, roads, schools, and parks shall be strategically placed to facilitate compact, contiguous growth, rather than promoting leapfrog developments in the midst of productive farmland. New development shall be encouraged to occur in the form of full service, mixed use communities, rather than a series of unrelated, single use, sprawling, suburban-style subdivisions.

Policy 4.1 Local government policies shall seek to conserve rural area agricultural lands having a high productive potential for appropriate agricultural use.

Policy 4.2 Actions concerning infrastructure (e.g. schools, parks, utilities) and regulations shall direct new development first to targeted growth areas near existing towns, rather than “leapfrogging” to locations in the midst of farmland and greenspace.

Policy 4.3 Environmentally sensitive areas shall be identified and managed so as to protect them from incompatible land uses.

Policy 4.4 Floodprone areas shall be conserved for the valuable open space, environmental and flood hazard benefits they provide and shall be managed for suitable land use activities.

Policy 4.5 All park and recreation master plans shall include open space, greenways, and natural areas as key components.

Policy 4.6 Conservation easements shall be promoted as a means of providing appropriate open space areas and corridors for public use, while also providing tax benefits to the donor.

Policy 4.7 All land that is set aside for open space shall be managed by a community association, non-profit organization, government authority, or other suitable entity.

(Action requirements:

- formulate a strategic plan to preserve farmland
- explore option for funding purchase and/or transfer of development rights)

5. Compatible Commercial Development & Services

Shopping and service centers should be convenient to nearby residential areas, while protecting these same areas from incompatible commercial encroachment. Local development regulations should control the types of services allowed near residential areas as well as their size and physical design. New and rehabilitated commercial buildings shall exhibit well-groomed landscaping, attractive signage, and appropriate architectural design. Policies shall be implemented to prevent indiscriminate abandonment and prolonged vacancies of “big boxes” left behind for “bigger boxes.”

Policy 5.1 Taxpayer investment in major roadways shall be protected by prohibiting uncontrolled strip development along the area’s important traffic moving arteries. Beyond traffic considerations, the quality of development adjoining the area’s travel corridors should have a positive influence on community image, appearance, and economic development.

Policy 5.2 Government shall avoid rezoning residentially zoned land to commercial zoning solely because it adjoins a major highway or street. Proper design and/or buffering has shown that land tracts adjoining major streets can be properly developed for residential use.

Policy 5.3 Office and institutional development may be encouraged to locate as a transitional land use between residential areas and activities of higher intensity, including major highways. Existing residences fronting on a once quiet roadway, now intensively traveled, may be candidates for conversion to office and institutional issues.

Policy 5.4 Smaller scale commercial development should be clustered in consolidated locations convenient to surrounding residential areas. Pedestrian and bicycle facilities should be installed along all streets leading to such commercial areas.

Policy 5.5 So as to minimize unsafe turning movement into and out of the flow of traffic, government shall encourage the consolidation of commercial driveways onto major streets and the connection of adjacent parking lots.

Policy 5.6 Government may establish special design standards for big box retail stores so as to avoid accepting the “anywhere USA” standard, minimal building design.

(Action requirements:

- formulate and adopt guidelines for design, appearance, and relationships of buildings, parking areas, signs, pedestrian paths, landscaping, and other aspects of the visual and functional environment
- concentrate commercial zoning at key intersections
- require planting plan to screen development bordering major roads with particular emphasis on parking areas, loading areas, dumpster areas, HVAC areas, and other areas that may pose visual impact
- reduce visual clutter of signs
- restrict tower location and height, and require blending towers into surroundings)

6. Attractive Community Appearance & Image

Major urban corridors and gateway roadways should be landscaped, contain understated signage, and architecturally appealing buildings. Both urban and rural roadways shall be free of clutter and litter. Strict enforcement of regulations concerning junked vehicles and dilapidated structures shall be observed. Area citizens place a high value on the unique history of our community, and emphasis shall be placed on preserving historic buildings and places.

Policy 6.1 The important economic, tourism, and community image benefits of attractive major travel corridors through the area shall be recognized. Such entryway corridors shall receive priority attention for improved appearance and development standards, including landscaping, signage, tree preservation, underground utilities, streetlights, and sidewalks.

Policy 6.2 Proper code enforcement shall be employed to deal with the public health and safety issues of abandoned and neglected residential properties.

Policy 6.3 The significance of street trees in providing visual relief, summer cooling, improved air quality, and livability shall be recognized through public policies to encourage their planting and maintenance. Highest priority shall be given to gateway travel corridors and urban centers. Programs urging voluntary efforts by property owners shall be preferred. Power companies shall be encouraged to aesthetically trim trees under or near power lines when those trees do not interfere with power line operations.

Policy 6.4 The placement of utility wires underground shall be required in all new public and private developments. Existing overhead utilities should be relocated to underground locations when redevelopment or new construction affords the opportunity and where high visibility justifies the cost.

Policy 6.5 The placement of Communication and other towers in Union County shall be monitored through the use of the special use permitting process. Their design and location shall continue to be regulated as necessary.

Policy 6.6 Clear cutting of trees (except those grown for timber) shall not be permitted without advance notice and just cause. Those proposing the removal of trees shall demonstrate a good faith effort to incorporate existing trees into their site designs. Incentives and disincentives may be used to encourage appropriate site development.

(Action requirements:

- review and revise the county regulations, and formulate and adopt design guidelines for preservation of open space, preservation of natural features, protection of stream banks, minimization of visual impact, and other design elements.
- establish a percent of usable open space standard in subdivision regulations and zoning, and require developer dedication of open space
- amend subdivision regulations and zoning to require retention of natural cover and minimize land disturbance during construction

- amend subdivision regulation to require open space treatment at entrance to subdivision, e.g. greater lot setback, berm, or buffer)

7. A Healthy, Sustainable Environment

In managing growth, area local governments must work together to minimize adverse impacts to the region's air and water quality. Joint growth policies and development standards can serve to accomplish these goals. Cluster developments, walkable neighborhoods, and nearby services are designed to generate less traffic and require shorter distances to shop or work. Streams and drainage ways passing through the county receive less stormwater runoff and pollution when based on low impact design, tree preservation, protection of wetlands, landscaped parking areas, and vegetated buffer strips adjoining stream channels and roadsides.

Policy 7.1 We shall strive to make our communities walkable and pedestrian-friendly, and less dependent on the individual automobile.

Policy 7.2 Runoff and drainage from development shall be of a quality and quantity as near to natural conditions as possible.

Policy 7.3 Site plans for commercial and multi-family development should demonstrate a good faith effort to preserve the natural features of the site, including existing topography and significant existing vegetation.

Policy 7.4 Government may employ a combination of incentives and disincentives to protect existing trees and/or require the replacement of trees removed for development.

Policy 7.5 The environmental benefits of low impact development, including the use of vegetated roadside drainage swales, shall be recognized. Requirements for curb and gutter shall be reserved to urban level development that is served by stormwater collection, retention, and slow release facilities.

Policy 7.6 Government shall require the retention of a vegetated riparian buffer (natural or planted) along all creeks, rivers, lakes, and other non-privately held water bodies in Union County.

Policy 7.7 Large parking lots shall have landscaped planting islands and perimeter buffer strips and may use other materials and design technologies to intercept and absorb runoff from the parking surface. Parking requirements shall be carefully gauged by land use so as not to create excessive paved surface areas.

Policy 7.8 Development activities in the 100-year floodplain shall be carefully controlled. If development must occur, it should be limited to open space, recreation, and adequately buffered agricultural activities.

Policy 7.9 Local economic development and industrial recruitment efforts shall focus on businesses and industries that have a clean air and water quality impact.

8. Safety Services Closer to the People

As Union County continues to grow it is necessary for local area law enforcement, fire safety, and emergency medical officials to operate from substations closer to the populations they serve. Not only does this improve response times, it allows the area public safety personnel to become attuned to the issues and problems unique to each area of the county. Public safety services must be continually upgraded in terms of communications capability, equipment, personnel, and advanced planning.

Policy 8.1 Government shall encourage development patterns and housing choices that support community policing and defensible space principles, e.g. mixed use development, defined public and private spaces, appropriate lighting, etc.

Policy 8.2 The shared use of public buildings and facilities (county, municipal, other) shall be encouraged to allow public safety services (substations) to be located closer to the people and properties they serve.

Policy 8.3 Public safety classes and programs shall be offered in senior centers, recreation sites, schools, and community buildings throughout the county.

9. Intergovernmental Cooperation & Efficiency

Local governments in Union County must join forces on many fronts to address matters of common interest. These matters include, for example: economic development, growth management, transportation, water and sewer services, open space preservation, and environmental quality, among others. Local and County government would benefit from the guidance of multi-jurisdictional boards, committees, and meetings. The County must follow a policy of frequent, effective communication between local government leaders and area residents which will lead to enhanced decision-making in the region.

Policy 9.1 Government shall support on-going intergovernmental planning on issues of common concern, including land use and development, transportation, utilities, environmental management, economic development, law enforcement, emergency management, education, and recreation and tourism, among others.

Policy 9.2 Multi-jurisdictional plans for infrastructure and services shall be jointly prepared and updated.

Policy 9.3 Public and private sector efforts to plan for and promote the region as a coherent metropolitan whole shall be supported. At the same time, the unique identity and character of individual communities shall be respected.

Policy 9.4 Multi-jurisdictional boards and committees shall be supported as they evaluate and recommend improvements in the delivery of government services and infrastructure.

Policy 9.5 Joint meetings, routinely held, shall be supported to allow elected and appointed board members, as well as key support staff, to better coordinate the planning and delivery of government services.

10. An Active, Involved Citizenry

Area citizens have shown a keen interest in the affairs of their local government. There is a can-do spirit driven by civic pride and revealed through broad community involvement. Volunteerism is a constant source of energy and government officials should routinely seek the views of their constituents on growth and development issues.

Policy 10.1 Local government boards and committees should be roughly representative of the constituent voting population of the planning area.

Policy 10.2 Neighborhood and special area planning shall be encouraged to foster public involvement in the preparation of closely tailored, action-oriented, special area plans and improvements. Public participation should be a central, on-going feature in all plans.

Policy 10.3 The Union County website should have quick links to all other local governments in the county to facilitate convenient access to public information by area citizens. Local governments are encouraged to provide the same links on their sites as well.

11. A More Diversified Economy

While workers in retail trade, construction, healthcare, and manufacturing continue to be an important part of the local economy, other types of work need to be expanded, including information services, professional and technical services, and wholesale trade, to name a few. Improving our competitive ability for attracting new business is paramount.

Policy 11.1 The expansion of existing businesses and the start up of new businesses shall be a critical component of the area's economic development effort.

Policy 11.2 The rehabilitation and reuse of currently unused or underutilized structures, sites, and infrastructure shall be encouraged.

Policy 11.3 Local governments shall be included as active participants, facilitators, and partners in the creation of business and industrial development opportunities capitalizing upon the unique human and economic resources of the area.

Policy 11.4 Agri-tourism shall be encouraged as a means to supplement and sustain family farms while also bolstering the local area economy.

Policy 11.5 New and expanding businesses and industries shall be encouraged that: 1) diversify the local economy, 2) train and employ a more highly skilled workforce, and 3) increase area residents' incomes.

Policy 11.6 Economic development incentives shall be identified, evaluated and only implemented after cost-benefit analysis is conducted to encourage appropriate and desirable growth and development within the region.

Policy 11.7 Appropriate opportunity sites for manufacturing and new technology enterprises shall be identified and protected through appropriate zoning. Such sites shall be based upon factors such as transportation access, availability of utilities, compatibility with nearby land uses, soil conditions, drainage, and other considerations.

Policy 11.8 Activities that bring new people and businesses to the area, including special events, sports tournaments, tourism, and convention activities shall be encouraged and supported.

Adopted in part from
Cumberland County's 2030 Growth Vision Plan
Randolph County's Growth Management Plan
Blunt County's Policies Plan

Tracy Kuehler/Draft
November 2, 2008

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 2, 2009

Action Agenda Item No. 511a
(Central Admin. use only)

SUBJECT: Financial Software Service Agreement

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

ATTACHMENT(S):
Application Service Provider (ASP)
Agreement

INFORMATION CONTACT:
Carl Lucas

TELEPHONE NUMBERS:
704-292-2520/704-622-8013

DEPARTMENT'S RECOMMENDED ACTION: Authorize County Manager to approve Application Service Provider Agreement with Tyler Technology Inc. in the amount \$141,987 (\$47,329.00 annually)

BACKGROUND: Union County's financial application software (accounts payable, payroll, human resources, general ledger, purchasing, budget) is provided by Tyler Technologies, Inc. The County provides the hardware server which hosts the application software and operating system. The operating system that is running on this server is HP-UX. Tyler Technologies, Inc., in their next release of the software, will no longer support the HP-UX operating system. Tyler will continue to support the software on three other platforms (IBM, Red Hat, Windows). Tyler Technologies decision places the County in the position of having to purchase a new server and server operating system that will support future releases of the software provided by Tyler Technologies, Inc. or to utilize the application service provider (ASP) option offered by Tyler Technologies, Inc.

In an ASP option, the service provider hosts the application software on the company's network server and accepts responsibility for maintaining up-to-date services, 24 x 7 technical support, physical and electronic security and business continuity.

Should Union County continue to host the Tyler Technologies, Inc software, the County would need to purchase a new server. While Tyler Technologies, Inc. will continue to support the three other platforms, the firm is placing its new customers on the Windows platform, suggesting that over time the IBM and Red Hat platforms will also be phased out. If Union County were to continue to host the application software on a County server, the estimated cost of the server is \$15,000. The cost of migrating the financial data to a new server is estimated at \$22,827. The

software maintenance would be \$41,218 annually for the next two years and would increase to \$63,218 in the third year. The total three year investment to run the financial software in a County hosted environment would be \$183,481.

The application service provider offering from Tyler Technologies, Inc, would not require the County to purchase any new hardware. The software application would be hosted and maintained by Tyler Technologies, Inc. The annual rate would be \$47,329. The total three investments would be \$141,987. The ASP offering also includes the added business continuity and up-to-date release services mentioned previously.

FINANCIAL IMPACT: Annual maintenance included in FY2010 budget

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

UNION COUNTY – CONTRACT CONTROL SHEET

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

DEPARTMENT

EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2368

Party/Vendor Name: Tyler Technologies (Munis)

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

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

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

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

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

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

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

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

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

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

Department Head's Signature: *Carl Pucca* Date: 10/19/09

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

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

Approval by Manager per authorization of Board

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

Approval by Manager subject to authorization by Board Date: _____

Date Board authorization requested: _____

Clerk to confirm authorization given

Use Standard Template **RISK MANAGEMENT**

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

OR See Working Copy OR No Insurance Required

Hold Contract pending receipt of Certificate of Insurance

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

Risk Manager's Signature: *Bill D'Amico* Date: 10/19/09

INFORMATION TECHNOLOGY DIRECTOR

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

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

IT Director's Signature Date: _____

Date Received: _____ **BUDGET AND FINANCE**

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

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

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

Notes: _____

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

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

Finance Director's Signature: _____ Date: _____

CLERK

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

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

Attorney Information Tech. Director Other: _____

COUNTY MANAGER

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

County Manager's Signature: _____ Date: _____



UNION COUNTY INFORMATION TECHNOLOGY

October 19, 2009

Re: Application Service Provider Agreement with Tyler Technologies, Inc.

Presently Union County's financial software provided by Tyler Technologies, Inc, is running on a server located within the County. The operating system that is running on this server is HP-UX. Tyler Technologies, Inc in their next release of the software will no longer support the HP-UX operating system. This puts the County in the position of having to purchase a server and server operating system that will support future releases of the software provided by Tyler Technologies, Inc. or to utilize the application service provider option offered by Tyler Technologies, Inc.

For Union County to continue to host the Tyler Technologies, Inc software, the County would need to purchase a server. Since Tyler Technologies, Inc. is moving their application to be only supported on the Windows platform, Union County would need to purchase a Windows server. Estimated cost of the server is \$15,000.00. To move the data to the new server is estimated to cost \$22,827.00. The annual software maintenance would be \$41,218.00 for the next two years and would be increased in the third year. The third years increase would bring the annual software maintenance to \$63,218.00 per year. The total three investments to run the financial software in a hosted environment would be \$184,090.00.

The application service provider offering from Tyler Technologies, Inc, would not require the County to purchase any new hardware. The software application would be hosted and maintained by Tyler Technologies, Inc. The annual rate would be \$47,329.00. The total three investments would be \$141,987.00.

In addition to hosting the financial software the ASP (application service provider) provides for disaster recovery.



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

Sales Quotation For:

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

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

1 Services

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

2 Maintenance

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

Summary

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

Comments

Customer Approval: _____
Print Name: _____

Date: _____
P.O. #: _____

All primary values quoted in US Dollars

Application Service Provider Agreement

between

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

and

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

Agreement

This Agreement made this _____ day of October, 2009 ("Effective Date") between **Tyler Technologies, Inc.**, a Delaware Corporation, with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and Union County, with its principal office at 500 North Main Street, Monroe, NC 28112 ("Client").

Tyler and Client agree as follows:

1. Tyler shall furnish the products and services as described in this Agreement, and Client shall pay the prices set forth in this Agreement. Tyler shall mail invoices to Client at the above address to the attention of _____.

2. This Agreement consists of this Cover, Investment Summary, License Agreement, Sections 1 through 6, Terms and Conditions, Sections 1 through 12 and the following Attachments and Exhibits:

Addendum A

Exhibit 1 - Service Level Agreement

Exhibit 2 - Business Travel Policy

Exhibit 3 - Adobe End User License Agreement

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement, including Addendum A and all Exhibits hereto. This Agreement is effective as of the date last set forth below.

Tyler Technologies, Inc.

Client: Union County

By: _____
NAME
TITLE

By: _____
NAME
TITLE

Date: _____

Date: _____

Section A - Investment Summary

LICENSE AGREEMENT FOR TYLER SOFTWARE

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

1. GRANT OF LICENSE

Client is hereby granted the limited, non-exclusive and non-transferable license and right to use the Tyler Software Products listed in the Investment Summary, any modifications and enhancements to such Tyler Software Products, any related interfaces and related documentation. Tyler agrees to extend and the Client agrees to accept a license subject to the terms and conditions contained herein for Tyler Software Products identified herein. The grant of license is contingent on Client remitting payment of fees required under a current ASP Agreement. LICENSOR HAS THE RIGHT TO REVOKE THIS LICENSE IF LICENSEE TERMINATES, CANCELS OR FAILS TO RENEW AN ASP AGREEMENT. LICENSOR HAS THE RIGHT TO REVOKE THIS LICENSE IF LICENSEE FAILS TO REMIT ANY REQUIRED ASP FEES AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

2. LIMITED USE

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

3. CONFIDENTIALITY

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

4. MODIFICATION

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

5. COPIES

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

6. WARRANTY AND LIMITATION OF WARRANTY

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

- b) Tyler warrants that it is authorized by the manufacturer of all software included with or used by the Tyler Software Products, listed in the Investment Summary, to grant licenses or sublicenses to such software.
- c) Tyler represents and warrants that the Tyler Software Products(s) and/or services for this Agreement are Year 2000 compliant. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, Year 2000 compliant information technology, when used in combination with other information technology, shall accurately process date/time data if other information technology properly exchanges date/time data with it.
- d) Tyler warrants that the Tyler Software Products do not infringe any United States patents or copyright held by any other person or entity.
- e) Tyler shall defend, indemnify and hold harmless the Client and its officers, agents, and employees from any claim or proceedings brought against the Client, and from any cost damages and expenses finally awarded against the Client, which arise as a result of any claim that is based on an assertion that the Client's use of the Tyler Software Products under this Agreement constitutes an infringement of any United States or other patent, copyright, trademark, provided that the Client notifies Tyler promptly of any such claim or proceeding and gives Tyler full and complete authority, information, and assistance to defend such claim or proceeding and further provided that Tyler shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement, provided that Tyler shall consult with the Client regarding such defense. In the event that the Tyler Software products are finally held to be infringing and its use by the Client is enjoined, Tyler shall, at its election; (1) procure for the Client the right to continue use of the Tyler Software Products; (2) modify or replace the Tyler Software Products so that it becomes non-infringing or (3) if procurement of the right to use or modification or replacement can not be completed by Tyler, terminate the access to the infringing Tyler Software Product, and upon termination, refund the ASP fees paid for the infringing software product as depreciated on a straight-line basis over a period of three (3) years with such depreciation to commence on the execution of this Agreement. Tyler shall have no liability hereunder if the Client modified the Tyler Software Products in any manner without the prior written consent of Tyler and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement. The foregoing states Tyler's entire liability, and the Client's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trademark or other property interest rights by the Tyler Software Products, or any part thereof, or use thereof.
- f) Tyler's obligation for breach of warranty shall include correction or replacement of the Tyler Software Product which fails to conform to such warranty. In no event shall Tyler be liable for special, incidental, or consequential damages including any damages resulting from loss of use or access, or loss of data arising out of or in connection with the use of the Tyler Software Products or hardware products. In no event shall Tyler be liable for any breach of warranty unless notice thereof is given to Tyler within the period covered by an active ASP Agreement or extension thereof.
- g) THE WARRANTIES CONTAINED IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION. THE EXPRESSED WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATIONS OR LIABILITIES SHALL ARISE OUT OF, THE RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE TYLER SOFTWARE PRODUCTS LISTED IN THE INVESTMENT SUMMARY.

TERMS AND CONDITIONS

1. LICENSES

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

2. PRICE

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

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

3. PAYMENT

Commencing on the first day of the Term of this Agreement and in each quarter through the end of the Term of this Agreement, Client will remit to Tyler ASP fees in the amount shown in Addendum A of this Agreement with payment due ten (10) days prior to the beginning of each upcoming quarter. Tyler will invoice Client in accordance with the terms of the Agreement. Until notified otherwise, Tyler shall mail invoices to the attention of the person identified in Addendum A of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice.

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

4. LIMITATION OF LIABILITY

In no event shall Tyler be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software or hardware products. In no event, shall Tyler be liable for damages in excess of amounts paid by Client for the ASP fees identified in the Investment Summary. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

5. CONFIDENTIALITY

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the

products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

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

6. RESOLUTION OF DISPUTES

In the event of disputes pertaining to performance levels, upon Tyler's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic procedures. Tyler shall perform according to the problem resolution plan and shall be responsible for updating any hardware on Tyler's site or taking additional action within Tyler's control to reach the agreed upon performance level. In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

7. TERMINATION, CANCELLATION OR MODIFICATION

This Agreement may not be terminated, canceled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that Client licensed prior to this Agreement shall remain with Client under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and Client's access to the licensed applications shall be denied.

In the event of termination or cancellation, Client will be responsible for payments made by Tyler, or payments due from Tyler, to any third parties for the purchase of Systems software, other third party software or hardware delivered to Client's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, Client shall make a payment to Tyler equal to Tyler's daily rate for implementation, consulting and conversion services delivered by Tyler prior to termination or cancellation.

8. SEVERABILITY

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

9. NOTICES

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

If to Tyler Technologies, Inc.:

Richard E. Peterson, Jr.
Tyler Technologies Inc.
370 U.S. Route One
Falmouth, ME 04105

If to Client:

TITLE
500 North Main Street
P.O. Box 635
Monroe, NC 28110

10. NO INTENDED THIRD PARTY BENEFICIARIES

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

11. ENTIRE AGREEMENT

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

12. GOVERNING LAW

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

ADDENDUM A

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

1. The term of this Application Service Provider ("ASP") Agreement shall be October 1, 2009 through September 30, 2012 ("Term").
2. The Client will receive a credit of \$2,253.75 for the fees paid by Client to Tyler under the Operating System and Data Base Administration ("OSDBA") Contract Services Agreement for the time period October 1, 2009 until June 30, 2010.
3. The financial obligation of the Client to Tyler for the software products and services listed in the Investment Summary herein (\$145,987) shall be payable as follows:
 - a. VPN Device and Installation Fee (\$4,000) will be invoiced as provided;
 - b. Upon execution of this Application Service Provider Agreement, Tyler will apply the above credit of \$2,253.75 to the quarterly ASP fee for the period October 1, 2009 until December 31, 2009 of \$11,832.25. Accordingly, upon the Effective Date of this Agreement, Tyler will invoice the Client \$9,578.50, and
 - c. On or before January 1, 2010 and on or before the first day in each subsequent quarter until the end of the Term, Client will remit to Tyler quarterly ASP fees in the amount of \$11,832.25.
4. Prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy. Tyler's current Business Travel Policy is attached hereto as Exhibit 2.
5. Prices include three databases: test, training, and production.
6. The ASP fees are based on Twenty Five (25) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the Application Service Provider Fees based upon any resulting changes in the pricing categories.
7. Tyler will provide ASP Services in accordance with the Service Level Agreement attached hereto as Exhibit 1.
8. The Agreement, dated, between Tyler Technologies, Inc. and Union County with respect to the products listed in Section A - Investment Summary of this Agreement shall terminate upon the Effective Date of this ASP Agreement.
9. The Tyler Software Product "Tyler Forms Processing" must be used in conjunction with a Hewlett Packard printer supported by Tyler for printing checks.

Exhibit 1

SERVICE LEVEL AGREEMENT

I. Service Levels

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

A. Definitions

When used in this section the following shall mean:

Application shall mean Application Services.

Business Day shall mean Monday through Friday excluding Tyler holidays.

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

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

OSDBA shall mean Operating System and Data Base Administration of Tyler

ISP shall mean Internet Service Provider.

B. Service to the Client

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

SUMMARY CHART

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

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

Explanations

1. Application Availability:

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

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

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

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

Exclusions: Red Time. Yellow time.

Target is 99% attainment.

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

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

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

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

2. Adding/Changing User Access or Printer:

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

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

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

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

Where target is 90% within guidelines specified above:

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

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

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

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

Where target is 100% within guidelines specified above:

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

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

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

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

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

3. Data or File Restoration:

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

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

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

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

Where target is 95% attainment:

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

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

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

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

Where target is 100% within guidelines specified above:

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

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

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

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

4. Data Synchronization in the Test Database:

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

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

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

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

Target is 95% attainment.

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

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

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

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

5. New Release/Update Testing Period:

New releases of Tyler will be loaded into the training database prior to Production. These releases will remain in the training environment for a minimum of ten business days. A migration plan should be developed and published for each release for each site. Changes to the plan should be discussed with both parties.

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

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

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

Target is 95% attainment.

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

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

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

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

6. VPN Appliance Repair:

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

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

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

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

Target is 95% attainment.

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

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

If actual attainment is less than 90%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

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

7. Support Call Response:

Definition of Severities:

- 0 Critical Issue – Tyler is down
- 1 Severe issue, but there is a work around
- 2 Important issue – not severe
- 3 Lowest priority

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

Currently you would press 3 for support, then you would press one of the following numbers based on Client's need:

Application Teams:

- 1 Financials

- This includes general ledger, budget, project accounting, fixed assets, accounts payable, purchase orders, requisitions, bids and quotes.
- 2 Payroll, personnel, applicant tracking
- 3 Tax
- This team also handles any accounts receivable or general billing questions.
- 4 Utility Billing
- This team also handles any accounts receivable or general billing questions.

Operating System / Database:

- 5 OSDBA
- This would cover any non-application requests such as setting up new users or printers, scheduling a refresh of Client’s test database or restoration of Client’s file.

You may press 0 at any time and be transferred to the operator. The Operator phone is answered by a receptionist between the hours of 8:00 AM and 6:00 PM EST

Escalation Procedure:

If you need to escalate a reported problem, please page/call the following people in the order shown:

Name	Title	Business Phone	Cell Phone
	Receptionist	800-772-2260	
On-Call Support:			
Tom Lowrie	OS/DB Administrator	ext 4126	207-831-5218
John MacVane	Network Engineer	ext 4181	207-671-8347
John Hill	Manager, ASP Operations	ext 4467	207-712-3765
Danelle Daley	VP, ASP Operations & Implementation - LFD	ext 4456	207-229-2688
CJ McCarron	VP, Support - Large Financial Division	ext 4124	
Dick Peterson	President - Large Financial Division	ext 4102	
Jim Hurley	VP, Sales - Large Financial Division	ext 4108	

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

Holiday Schedule:

Tyler will observe the following Holiday schedule. If assistance is required on a published holiday, 30 days advance notice must be given.

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

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

Target is 80% within guidelines specified above.

If actual attainment is 79-78%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 77-75%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 75%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

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

8. Support Call Response for Escalated Issues:

After call is placed according to the procedures described in service level 7. Support Call Response, the Client may make an additional call to Tyler' receptionist to have the receptionist page the ASP department.

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

Where target is 90%:

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

If actual attainment is 87-85%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 85%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

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

Where target is 100%:

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

If actual attainment is 97-95%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

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

9. Data or File Back-Up:

Nightly backups of the following files will be completed: live database, training database, home directories, and spool directories.

Back-up media will be cycled off-site nightly to a fireproof vault.

Target is 95% attainment.

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

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

If actual attainment is less than 90%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

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

C. Telecommunications

Tyler is constantly measuring the speed of its network to ensure the highest level of data delivery and efficiency. At the time of execution of this Agreement, the levels in this section can not be provided by Tyler because the commitments of the Client's ISP are not known. If the Client were able to receive commitments regarding such levels from an ISP provider, Tyler and the Client will mutually agree upon the service levels in this section which shall be inserted herein and initialed by the parties.

Service	Level	Goal
Latency	Xms or less (Site specific)	90%
Packet Delivery	X% or greater (Site specific)	90%

1. Latency:

Speed is measured from the ASP network through the encryption equipment to the CLIENT VPN device.

Measurement: Data will be collected every 10 minutes during green time. Quarterly statistics will be derived from all readings taken during the quarter.

Goal: Total roundtrip latency readings of Xms or less will be divided by total readings for the quarter.

Exclusions: Delays due to customer network(s) or ISP.

2. Packet Delivery:

Packet delivery statistics will be gathered in the same manner as the latency statistics.

Goal: Packet delivery of X% or greater between the ASP server and the customer VPN.

Exclusions: Delays due to customer network(s) or ISP.

II. Force Majeure

Failure to meet service levels caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delays reasonably deemed to be beyond Tyler's control will be recognized by Client. Tyler may be relieved of responsibility of meeting service levels as stipulated in this SLA upon Tyler's filing with Client just and true statements requesting that such failure to meet the service levels, signed by Tyler and giving in detail all the essential circumstances which, justify such action under the provisions of this section by Client and are reasonably acceptable to the Client.

Exhibit 2

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Agent will provide an employee with the lowest available airfare within two hours before or after the requested departure time. If a net savings of \$100 or more is possible through an alternate flight with not more than one stop, the flight with the lower fare should be accepted. Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities.

B. Baggage Fees

Fees for checking up to two pieces of baggage will be fully reimbursed, provided they are directly related to Tyler business. Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Business use of an employee's private automobile will be reimbursed at a rate of \$.55 per mile plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use.

C. Public Transportation

Taxi or airport limousine services should be considered when traveling in and around cities or to and from airports. The Company will reimburse the actual fare plus a reasonable tip (15-18%). In the case of a free hotel shuttle to the airport, a \$1 tip per bag is reimbursable.

3. Lodging

Tyler's Travel Agent will select hotel chains that are well established, reasonable in price and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Fairfield Inn, Hampton Inn and Holiday Inn Express. If the customer has a discount rate with a local hotel, notify Tyler's Travel Agent as soon as possible to ensure that all employees can take advantage of the rate.

4. Meals

Employee meals while on travel status are reimbursable in the form of a flat per diem rate. The reimbursement rates for individual meals are as follows:

Breakfast	\$ 6.00
Lunch	10.00
<u>Dinner</u>	<u>28.00</u>
Total	\$44.00

A. Overnight Travel

Employees on overnight travel status are eligible to claim all three meals on their expense report except as follows:

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 8:00 p.m.	Breakfast and lunch
Return after 8:00* p.m.	Breakfast, lunch and dinner

*8:00 is defined as direct travel time and does not include time taken to stop for dinner

B. Same Day Travel

Employees traveling at least 2 hours to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 8:00* p.m.

*8:00 is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If your hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Effective Date: January 1, 2009

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10. General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. Updates may be licensed to Licensee by Adobe with additional or different terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Adobe and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

11. Notice to U.S. Government End Users.

11.1 Commercial Items. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States. Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA 95110-2704, USA.

11.2 U.S. Government Licensing of Adobe Technology. Licensee agrees that when licensing Adobe Software for acquisition by the U.S. Government, or any contractor therefore, Licensee will license consistent with the policies set forth in 48 C.F.R. Section 12.212 (for civilian agencies) and 48 C.F.R. Sections 227-7202-1 and 227-7202-4 (for the Department of Defense). For U.S. Government End Users, Adobe agrees to comply with all applicable equal opportunity laws including, if appropriate, the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38 USC 4212), and Section 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, 60-250, and 60-741. The affirmative action clause and regulations contained in the preceding sentence shall be incorporated by reference in this Agreement.

12. Compliance with Licenses. Adobe may, at its expense, and no more than once every twelve (12) months, appoint its own personnel or an independent third party to verify the number of copies and installations, as well as usage of the Adobe software by Licensee. Any such verification shall be conducted upon seven (7) business days notice, during regular business hours at Licensee's offices and shall not unreasonably interfere with Licensee's business activities. Both Adobe and its auditors shall execute a commercially reasonable non-disclosure agreement with Licensee before proceeding with the verification. If such verification shows that Licensee is using a greater number of copies of the Software than that legitimately licensed, or are deploying or using the Software in any way not permitted under this Agreement and which would require additional license fees, Licensee shall pay the applicable fees for such additional copies within thirty (30) days of invoice date, with such underpaid fees being the license fees as per Adobe's then-current, country specific, license fee list. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Licensee shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.

13. **Third-Party Beneficiary.** Licensee acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

Adobe is either a registered trademark or trademark of Adobe Systems Incorporated in the United States and/or other countries.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.

Union County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11/2/09

Action Agenda Item No. 511b
(Central Admin. use only)

SUBJECT: Favorite Healthcare Staffing

DEPARTMENT: Public Health

PUBLIC HEARING: No

ATTACHMENT(S):
Proposed Contract

INFORMATION CONTACT:
Phillip Tarte, Public Health Director

TELEPHONE NUMBERS:
704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Approve the attached contract with Favorite Healthcare for nurse staffing services with the Union County Health Department.

BACKGROUND: The Union County Health Department uses multiple contract healthcare providers to supply medical personnel on an as-required basis. The Health Department typically has multiple contract providers working at any given time in the General Clinic and at the Union County Jail. This staffing model allows the Health Department to provide multiple required services, allows the Department to use contract providers to cover temporary staff vacancies and absences, and allows greater cost control.

Union County has contracted with Favorite Healthcare Staffing in the past for Nurses, and the Health Department is satisfied with their responsiveness, consistency of service, and rates. The Health Department desires to continue contracting with Favorite, particularly for Jail Medical Services. Favorite has been consistent and reliable in providing temporary Nurses on an as needed basis.

This Contract is for set hourly amounts for 4 listed Nurse descriptions, with an overall \$60,000 expenditure limit. The Nurses could be used for General Clinics if needed, but the Health Department anticipates using them for the Jail as the need arises. The \$60,000 amount of the Contract is a limit. Standard Health Department contract hiring practices are followed in the document, including license verification, certification, HIPAA compliance, and competency testing. The Health Department often selects contract Nurses based on the skills and expertise of the contract employee, willingness to work in a jail environment, and the needs of the clients.

FINANCIAL IMPACT: This contract allows the Health Department to use no more than \$60,000 worth of Nurse staffing services from Favorite Healthcare Staffing on an as needed basis. Approving this contract does not change any overall budgeted authorizations, or change the scope of services provided to clients or the jail population. Adequate funding is currently budgeted.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

UNION COUNTY - CONTRACT CONTROL SHEET

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

DEPARTMENT EVERY FIELD IN THIS SECTION MUST BE COMPLETED

2364

Party/Vendor Name: Favorite Healthcare Staffing, Inc.
Party/Vendor Contact Person: Fran Coleman Contact Phone: 800-676-3456
Party/Vendor Address to mail contract to (be sure this is accurate or it could delay the processing of this contract):
Address: 7255 West 98th Terrace, Suite 150 City: Overland Park State: KS Zip: 66212
Department: Health Amount: \$60,000
Purpose: Temporary staffing services
Budget Code(s)(put comma between multiple codes): 10543135-1080
Amounts expended pursuant to this Agreement will be more than \$20,000. [Check if applicable]
TYPE OF CONTRACT: (Please Check One) New Renewal Amendment Effective Date: 11/25/09
If this is a grant agreement, pre-application has been authorized by the Board of Commissioners.
This document has been reviewed and approved by the Department Head as to technical content.
Department Head's Signature: [Signature] Date: _____

Approval by Board **ATTORNEY** This document has been reviewed and approved by the Attorney and stamp affixed thereto. Yes No
Approval by Manager (less than \$20,000)
Approval by Manager per authorization of Board
Date of Board authorization: _____ Attorney's Signature: _____
Approval by Manager subject to authorization by Board Date: _____
Date Board authorization requested: 11/2/09
Clerk to confirm authorization given

Use Standard Template **RISK MANAGEMENT**
[Include these coverages: CGL ; Auto ; WC ; Professional ; Property ; Pollution ; Nonprofit ; Technology E&O
OR See Working Copy OR No Insurance Required
Hold Contract pending receipt of Certificate of Insurance
With incorporation of insurance provisions as shown, this document is approved by the Risk Manager:
Risk Manager's Signature: [Signature] Date: 10/6/09

INFORMATION TECHNOLOGY DIRECTOR
(Applicable only for hardware/software purchase or related services)
This document has been reviewed and approved by the Information Systems Director as to technical content.
IT Director's Signature Date: _____

Date Received: _____ **BUDGET AND FINANCE**
Yes No - Sufficient funds are available in the proper category to pay for this expenditure.
Yes No - This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.
Budget Code: _____ Vendor No.: _____ Encumbrance No.: _____
Notes: _____
Yes No - A budget amendment is necessary before this agreement is approved.
Yes No - A budget amendment is attached as required for approval of this agreement.
Finance Director's Signature: _____ Date: _____

CLERK
Date Received: _____ Agenda Date: _____ Approved by Board: Yes No at meeting of _____
Signature(s) Required: Board Chairman/County Manager Finance Director Clerk
 Attorney Information Tech. Director Other: _____

COUNTY MANAGER
This document has been reviewed and its approval recommended by the County Manager. Yes No
County Manager's Signature: _____ Date: _____

STATE OF NORTH CAROLINA

AGREEMENT

COUNTY OF UNION

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2009, by and between UNION COUNTY, a political subdivision of the State of North Carolina, whose address is 500 N. Main Street, Monroe, N.C. 28112, hereinafter referred to as "Union," acting through the Union County Health Department and FAVORITE HEALTHCARE STAFFING, INC., whose address is 7255 W. 98th Terrace, Suite 150, Overland Park, K.S. 66212, hereinafter referred to as "Favorite." This Agreement shall supersede that agreement between the parties dated November 25, 2008.

W I T N E S S E T H

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

WHEREAS, Favorite is willing to provide these services.

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

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

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

preceding week. Union shall pay the verified invoice amount within twenty (20) days of receipt of invoice by Union's Finance Office. Prior to payment, Favorite shall provide to Union its federal identification number. All payments shall be conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services. Amounts expended pursuant to this Agreement shall not exceed Sixty Thousand Dollars (\$60,000) without written amendment hereto.

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

A. **WORKERS' COMPENSATION**

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

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

B. **COMMERCIAL GENERAL LIABILITY**

Covering all operations involved in this Agreement.

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

C. **PROFESSIONAL LIABILITY**

\$1,000,000 Per Occurrence

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

ADDITIONAL INSURANCE REQUIREMENTS

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

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

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

- B. Before commencement of any work or event, Favorite shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Favorite shall have no right of recovery or subrogation against Union (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Union shall have no liability with respect to Favorite's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Favorite.
- E. All certificates of insurance shall be on approved ACORD 25 form and shall provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice. Notwithstanding the notification requirements of the insurer, Favorite hereby agrees to notify Certificate Holder immediately if any policy is cancelled or changed.
- F. The Certificate of Insurance should note in the Description of Operations the following:
 - Department: Health
 - Contract #: 2364
- G. Insurance procured by Favorite shall not reduce nor limit Favorite's contractual obligation to indemnify, save harmless and defend Union for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event Favorite receives Notice of Cancellation of Insurance required pursuant to this Agreement, Favorite shall immediately cease performance of all services and shall provide Notice to Union County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows:

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

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

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

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

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

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

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

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

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

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

12. **CERTIFICATION REGARDING DEBARMENT.** The parties agree that the attached Exhibit A, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, executed by Favorite, is incorporated herein by reference.

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

14. **ENTIRE AGREEMENT.** This agreement, including the attached "Favorite Healthcare Staffing, Inc. Standard Terms and Conditions of Service" as modified, the attached "Standard Hiring Practices," the attached letter to Client dated October 24, 2001 as modified, the attached "HIPAA Addendum," and the attached Exhibit A, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, constitutes the entire agreement of the parties.

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

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

17. **TERM.** This agreement shall commence as of November 25, 2009 (the "Effective Date"), and shall continue for a term of one year, provided that either party may terminate this Agreement without cause upon not less than ten (10) days written notice to the other party.

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

within one (1) week of the request for them. In the event any such audit concludes that funds provided pursuant to this Agreement have been expended in a manner inconsistent with the provisions of this Agreement, then Favorite agrees to refund to Union any such funds so expended.

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

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

ATTEST:

UNION COUNTY

BY: _____
Clerk to the Board

BY: _____
County Manager

ATTEST:

FAVORITE HEALTHCARE STAFFING,
INC.

BY: _____

BY: _____

APPROVED AS TO LEGAL FORM _____

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

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

Int. AWG
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THE RESPONSIBILITIES OF FAVORITE HEALTHCARE STAFFING, INC.

~~It is~~ Favorite Healthcare Staffing, Inc. ^{agrees} ~~responsibility~~ to:

Int. AWG
K

- Provide services in conformance with all Joint Commission standards applicable to Health Care Staffing Services ~~and all other applicable law.~~ Int. AWG
- Provide service coordinator staff on a 24 hour per day, 365 day per year basis to receive and process service requests and changes. Int. AWG
- Match client service requests with Temporary Healthcare Personnel (THPs) who are properly screened and qualified in accordance with our standard hiring practices. ~~and all applicable law.~~ Int. AWG
- Provide clients, upon request, with documentation of the skills and qualifications of assigned personnel, either via e-mail or facsimile.
- Instruct all THPs to always carry on their person an original license, evidence of current CPR and any applicable specialty certifications, for immediate client inspection.
- Assume sole responsibility as the employer of record for the payment of wages to THPs and for the withholding of applicable federal, state and local income taxes, the making of required Social Security tax contributions, and the meeting of all other statutory employer responsibilities (including, but not limited to, unemployment and worker's compensation insurance, payroll excise taxes, etc.).
- Comply with all other applicable federal, state, and local laws governing the employer/employee relationship (including, but not limited to wage and hours laws, the Family Medical Leave Act, and the Health Insurance Portability and Accountability Act of 1996 [HIPAA]).
- Maintain a system ~~documenting, tracking and reporting unexpected incidents, including errors, unanticipated deaths and other events, injuries, and safety hazards relating to the care and services provided.~~ Int. AWG
- ~~Maintain general liability insurance and professional liability insurance with limits equal to or greater than \$1,000,000 per occurrence and \$2,000,000 aggregate and to provide certificates of insurance on request.~~ Int. AWG
- Not use subcontractors in the ~~usual~~ course of providing staffing services. ~~Subcontracting is only utilized pursuant to management services agreements.~~ Int. AWG
- Not discriminate in employment with respect to race, religion, sex, creed, disability or national origin in compliance with all applicable laws including Title VII of the Civil Rights Acts of 1964, or any of its amendments, and the Americans with Disabilities Act.
- Comply with Section 1861(v) of the Social Security Act, and, therefore, for a period of four years, make available upon written request such books, documents and records as are necessary to certify the nature and extent of the cost of providing services.

THE ROLE OF THE CLIENT

Our clients agree to:

- Make final determination of the suitability of THP documented competencies and experience as presented by Favorite Healthcare Staffing, Inc. for the designated assignment.
- Provide orientation which, at minimum, includes the review of policies and procedures regarding medication administration, documentation procedures, patient rights, Infection Control, and Fire and Safety.
- Manage Favorite Healthcare Staffing, Inc.' THPs consistent with their own policies and procedures and address any incident consistent with those policies and procedures.
- Recognize Favorite Healthcare Staffing, Inc.' policy regarding the floating of staff whereby THPs are instructed not to accept a floating assignment if they do not have the skills required to perform a competent level of care.
- Assist Favorite Healthcare Staffing, Inc. with the periodic evaluation of THP job performance.
- Promptly notify (within 24 hours) Favorite Healthcare Staffing, Inc. of any unsatisfactory job performance or action taken to terminate the services of a THP due to incompetence, negligence, or misconduct. In such event the client shall only be obligated to compensate Favorite Healthcare Staffing, Inc. for actual time worked by the THP.
- File an internal complaint if unable to resolve a problem or complaint at the branch or department level. A copy of our Client Grievance Policy is available on our website at www.favoritestaffing.com or by calling our corporate office at 800-676-3456. Client may submit a grievance in writing to the corporate office by mail or by email to favoritejobs@favoritestaffing.com. **This does not limit Client's right to file suit in a court of law.**
- Provide at least two hours notice of any cancellation of assignment or accept responsibility for payment of two hours of service at the applicable rate. **Int. AUG**
- Timely and accurately approve an appropriate employee assignment record, sign-in-sheet, etc. reflecting the actual net time (i.e. excluding meal breaks, etc.) worked by THP. If the client requires the THP to provide additional information such as nursing notes, narratives, etc., the client approval acknowledges the receipt of such additional information.
- Remit payment for services upon receipt of invoice. In the event the client questions any amounts invoiced, an explanation of any items in question must be received by Favorite Healthcare Staffing, Inc.' Accounts Receivable department within ~~10~~ **20** days of notification must be made by one of the following means: **Int. AUG**
 - By telephone: (800) 676 - 3456
 - By fax: (888) 870 - 6526
 - By e-mail: accountsreceivable@favoritestaffing.com
 - By U.S. mail to: Favorite Healthcare Staffing, Inc.
Attn.: Accounts Receivable
7255 W. 98th Terr., Suite 150
Overland Park, Kansas 66212
- Pay interest equal to 1.5% per month plus cost and disbursements, including reasonable attorney and/or collection fees, incurred in the collection of the client's account in the event client fails to remit payment within 90 days from the invoice date.
- Not employ a Favorite Healthcare Staffing's THP ~~either directly or indirectly~~, for a period of 90 days following the THP's completion of any work assignment in the case of a Per Diem THP, or following 26 weeks of service for a THP who is a Travel Nurse, unless this right is specifically protected in accordance with state and/or local law. If applicable, the client must give Favorite Healthcare Staffing, Inc. notice of intent to hire its THP and observe the waiting period or, in the event the client does not observe these conditions, the client agrees to pay Favorite Healthcare Staffing, Inc. a placement fee in accordance its current published rate schedule. A Traveler THP is any THP provided by Favorite Healthcare Staffing, Inc. for whom a confirmation of terms of an assignment of more than 4 weeks in duration has been made by client; otherwise, the THP is considered a Per Diem THP for the purpose of this provision. **Int. AUG**

FEES

~~Fee for service are those Favorite Healthcare Staffing, Inc. rates in effect for the applicable metropolitan area, classification of employee and area of specialty for the service provided unless otherwise stated in a bill rate letter specifically addressed to the client. Differentials may apply for evening and night shifts, weekends, holidays and charge positions. Services by a THP beyond 40 hours within Favorite Healthcare Staffing, Inc. work week are billed at one and one-half times the regular rate unless other overtime rules apply in accordance with local law. Favorite Healthcare Staffing, Inc. work week begins Saturday with the 7-3 shift and ends with the Friday 4-7 shift. Weekend rates will begin with the 3-11 shift on Friday and end with the 11-7 shift on Sunday. Clients will receive written notice of any rate changes.~~

Int. AUG
[Signature]



Joint Commission
Health Care Staffing Services
Certification



Standard Hiring Practices

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

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

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

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

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

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

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

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

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

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

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

Interview, Placement and Orientation:

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



Joint Commission
Health Care Staffing Services
Certification



October 24, 2001

Dear Client,

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

Int. AWG
K2

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

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

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

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

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

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

Int. AWG
K2

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

For the Union County Health Department

Int. AWG
K2

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

Int. AWG
K2

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

Sincerely,

Fran Coleman
Contracts & Rates Administration Manager

* 30 days prior

HIPAA ADDENDUM
(BUSINESS ASSOCIATE AGREEMENT)

I. REFERENCES AND DEFINITIONS

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

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

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

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

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

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

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

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

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

II. COORDINATION WITH HIPAA

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

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

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

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

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

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

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

(e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum.

(f) Business Associate agrees to report to Covered Entity's Privacy Officer any use or disclosure of PHI not provided for by this Addendum of which Business Associate becomes aware and any Security Incident of which it becomes aware. Such event shall be initially reported by

telephone within 24 hours of Business Associate's knowledge of the event and reported thereafter in writing within five days of the initial telephone call.

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

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

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

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

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

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

Except as otherwise limited in this Addendum, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate HIPAA if done by Covered Entity. In addition, Business Associate may use or disclose PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

V. VIOLATION OF ADDENDUM AS GROUNDS FOR TERMINATION

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

VI. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

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

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

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

(d) If, upon termination or in response to a request by Covered Entity, Business Associate determines that return or destruction of PHI is not feasible, Business Associate shall, within 10 days, notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to that PHI and limit further uses and disclosures of that PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains the PHI.

VII. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

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

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

Signature

Title

Agency/Organization

Date

(Certification signature should be same as Contract signature.)

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 2, 2009

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

SUBJECT: Indian Trail Contract Deputies

DEPARTMENT: Sheriff's Office

PUBLIC HEARING: No

ATTACHMENT(S):
Contract Amendment

INFORMATION CONTACT:
Captain Steven M. Simpson

Budget Ordinance Amendment #18

TELEPHONE NUMBERS:
704-283-3578
704-400-4584

DEPARTMENT'S RECOMMENDED ACTION: 1) Authorize County Manager to approve contract amendment with Indian Trail regarding the provision of law enforcement personnel 2) Increase the full/part-time position authorization allocated to the Sheriff's Office from 251.55 to 256.55 reflecting five additional deputies in accordance with the terms of the contract amendment 3) Adopt Budget Ordinance Amendment # 18

BACKGROUND: The Union County Sheriff's Office has been contracting with various municipalities for enhanced law enforcement coverage since 1989, with the execution of a service contract between the Sheriff, Union County and the Town of Weddington. The Town of Indian Trail followed suit shortly thereafter. Over the years, as these municipalities have grown, they have contractually increased the number of officers present to keep pace with the level of service demanded by each town. Currently, Weddington, Indian Trail, Marvin and Lake Park participate in these contracts. The arrangement has been a symbiotic one for the Sheriff, Union County and each participating municipality, as the County has been able to increase field force staffing while offering municipal law enforcement at the economy of scale cost realized by a large law enforcement operation. The basic tenets of the program entail a 90%/10% division of costs between the municipality and the County. Contracted officers are expected to spend approximately 90% of their time and effort performing law enforcement functions within their respective municipalities. In exchange for the 10% subsidy paid by the County, the municipality allows the Sheriff to use the contracted deputy outside that municipality for emergency response to calls for service outside the town limits, as well as use the officer for back-up to calls for service that are dangerous in nature. This program has been in place for almost 20 years, to the mutual satisfaction of all parties involved.

The Town of Indian Trail currently contracts with the Sheriff's Office for thirteen (13) deputies

which includes one supervisor. The town council has authorized adding five additional positions including two supervisors to their current contract.

FINANCIAL IMPACT: Costs for the remaining fiscal year (with staggered start dates for the supervisors and officers) are estimated at \$274,205 with a County 10% match of \$27,420 and Indian Trail providing \$246,785. The match requirement is included in the FY2010 budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

STATE OF NORTH CAROLINA

AMENDMENT # 2

COUNTY OF UNION

THIS AMENDMENT, made and entered into this _____ day of _____, 2009, by and among Union County, North Carolina, hereinafter referred to as "County," the Town of Indian Trail, hereinafter referred to as "Town," and the Sheriff of Union County, hereinafter referred to as the "Sheriff," shall modify and supersede as indicated that agreement among the parties dated the 8th day of August, 2008, as modified by an amendment dated September 15, 2008, hereinafter collectively referred to as the "Agreement."

W I T N E S S E T H

WHEREAS, the parties entered into the Agreement for the stationing of thirteen Deputy Sheriffs, one of which with the rank of Sergeant, in order to increase the level of law enforcement protection traditionally provided by the Sheriff; and

WHEREAS, the parties now desire to increase the number of Deputy Sheriffs within the Town limits from thirteen (13) Deputy Sheriffs to eighteen (18) Deputy Sheriffs; and

WHEREAS, the parties desire that of the five additional Deputy Sheriffs to be stationed within the Town limits pursuant to this amendment, one of the Deputy Sheriffs shall have the rank of Sergeant, and one of the Deputy Sheriffs shall have the rank of Lieutenant.

NOW THEREFORE, in consideration of the parties' continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. Page 1, Section 1. Delete the first sentence of this section which reads: "The Sheriff agrees to station thirteen (13) Deputy Sheriffs (12 deputies and 1 deputy sheriff with the rank of Sergeant) within the municipal limits of the Town of Indian Trail." Replace this sentence in its entirety with the following:

The Sheriff agrees to station eighteen (18) Deputy Sheriffs (15 deputies, 2 deputy sheriffs with the rank of Sergeant, and 1 deputy sheriff with the rank of Lieutenant) within the municipal limits of the Town of Indian Trail.

2. Page 2, Section 8. The following changes should be made to this section:

The Town 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, ~~which amount shall be referred to as the "Contract Price."~~ Not later than April 30 of each year, the County shall provide to the Town the Contract Price for the upcoming fiscal year. The Contract Price shall be paid by the Town, 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. The parties agree that the Contract Price for the 2008-2009 fiscal year shall be a maximum of \$877,290.00. ~~The Contract Price for the four new deputies added pursuant to this Agreement shall be prorated based upon the starting date for the officers selected for those positions.~~ The parties agree that the Contract Price for the 2009-2010 fiscal year shall be \$891,890.00, and that this amount shall be increased based upon the hiring dates of the five additional deputy sheriffs assigned to the Town during the 2009-2010 fiscal year. The Union County Finance Department will provide the Town with notice of the amount of this increase, and the Town shall pay for the total amount of this increase in lump sum within thirty (30) days of receipt of such notice.

Section 8 shall now read:

The Town 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 Town the Contract Price for the upcoming fiscal year. The Contract Price shall be paid by the Town, 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. The parties agree that the Contract Price for the 2008-2009 fiscal year shall be a maximum of \$877,290.00. The

parties agree that the Contract Price for the 2009-2010 fiscal year shall be \$891,890.00, and that this amount shall be increased based upon the hiring dates of the five additional deputy sheriffs assigned to the Town during the 2009-2010 fiscal year. The Union County Finance Department will provide the Town with notice of the amount of this increase, and the Town shall pay for the total amount of this increase in lump sum within thirty (30) days of receipt of such notice.

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

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

ATTEST:

UNION COUNTY

BY: _____
Lynn West, Clerk to the Board

BY: _____
Alfred W. Greene, County Manager

ATTEST:

TOWN OF INDIAN TRAIL

BY: _____

BY: _____

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

Town Finance Officer

WITNESS:

SHERIFF OF UNION COUNTY

BY: _____

BY: _____
Sheriff Eddie Cathey

Approved as to Legal Form _____

BUDGET AMENDMENT

BUDGET Sheriff's Office REQUESTED BY Sheriff Eddie Cathey
 FISCAL YEAR FY2010 DATE November 02, 2009

INCREASE

DECREASE

<u>Description</u>		<u>Description</u>	
Personnel Expenditures	190,946	Department's Contingency for this budget program	27,420
Operating Expenditures	43,134		
Capital Expenditures (per allocation)	40,125		
Departmental Intergovernmental Revenue	246,785		

Explanation: Appropriate intergovernmental revenue from the Town of Indian Trail for five additional contract deputy positions and related operating costs and equipment. Budget based on 8 months for a Lieutenant and Sergeant with earliest estimated start date of November 1, 2009 plus 7 months for 3 Deputies with an earliest estimated start date of December 1, 2009.

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

FOR POSTING PURPOSES ONLY

DEBIT

CREDIT

<u>Code</u>	<u>Account</u>	<u>Amount</u>	<u>Code</u>	<u>Account</u>	
10-543130-5121-1056	Salaries & Wages	136,456	10-543130-5920-1056	Contingency	27,420
10-543130-5122-1056	Salaries & Wages- OT	1,386	10-443130-4290-1056	Intergov Revenue	246,785
10-543130-5132-1056	Separation Allowance	3,226			
10-543130-5134-1056	401K	6,892			
10-543130-5181-1056	FICA	10,545			
10-543130-5182-1056	Retirement	6,741			
10-543130-5183-1056	Health Insurance	21,775			
10-543130-51842-1056	OPEB	2,482			
10-543130-5187-1056	Dental	1,443			
10-543130-5212-1056	Wearing Apparel	5,346			
10-543130-5233-1056	Periodicals Books	1,079			
10-543130-5239-1056	Medical Supplies	462			
10-543130-5290-1056	Tools Supplies	7,998			
10-543130-5290-1056	Tools Supplies - Car Allo	5,545			
10-543130-5312-1056	Travel Subsistence	617			
10-543130-5321-1056	Telephone Comm	3,836			
10-543130-5353-1056	Maint Repairs-Fuel	8,202			
10-543130-5358-1056	Maint Repairs-Vehicle	5,026			
10-543130-5381-1056	Professional Services	231			
10-543130-5383-1056	Medical Services	462			
10-543130-5395-1056	Education Expenses	1,388			
10-543130-5450-1056	Insurance Bonding	2,942			
10-543130-5540-1056	Vehicles	26,875			
10-543130-5550-1056	Other Equipment	13,250			

Total 274,205 Total 274,205

Prepared By aar
 Posted By _____
 Date _____

Number 18

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 02, 2009

Action Agenda Item No. 514
(Central Admin. use only)

SUBJECT: FUNDS FOR IMPROVING IMMUNIZATION CAPACITY

DEPARTMENT: HEALTH

PUBLIC HEARING: No

ATTACHMENT(S):
Agreement Addendum
Budget Ordinance Agreement #19

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Adopt Budget Ordinance Agreement #19 and accept \$7,000 in funding for improving immunization capacity.

BACKGROUND: With the increase in state supplied vaccines, further equipment is necessary to increase storage capacity and safeguard the additional vaccine. These funds will be used to purchase refrigerators, freezers, back-up generators, etc. The funds can also be used to purchase dedicated phone lines and auto dialers which may be used in the event of a calldown.

FINANCIAL IMPACT: No financial impact to the County.

Increase revenue:

10451150-4320-1321 \$7,000

Increase expenditures:

10551150-5239-1321 \$7,000

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**Union County Health Department
1224 W. Roosevelt Blvd.
Monroe, NC 28110
704-296-4800**

Facsimile Transmittal

To: Lynn West	Fax: 704-282-0121
From: Cynthia Fisher	Date: 10/15/2009
Phone: 704-296-4803	Pages: 6
Re: Agreement Addendum	
<input checked="" type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

Notes:

Lynn,

Here is the Agreement Addendum for the item I placed on the BOCC Agenda.

Thanks,

Cynthia

Division of Public Health Agreement Addendum FY 09-10

CONTRACTS

SEP 25 2009

Page 1 of 2

UNION COUNTY HEALTH DEPT

Local Health Department Name

842 Funds for Improving Immunization Capacity
Activity Number and Description

10/01/2009 - 12/31/2009

Service Period MM/DD/YYYY-MM/DD/YYYY

12/01/2009 - 12/31/2009

Payment Period MM/DD/YYYY-MM/DD/YYYY

Women's and Children's Health/Immunization
DPH Section/Branch Name

Davelle Bunch, 919-707-5560
Davelle.Bunch@dhhs.nc.gov

DPH Program Contact Name, Telephone Number (with area code) and Email

DPH program signature (only required for negotiable agreement addendum)

- Original Agreement Addendum**
- Agreement Addendum Revision # ___ (please do not put the WIRM revision # here)**

I. Background:

The spread of vaccine preventable diseases presents a real threat to the health and quality of life of the citizens of North Carolina. With a grant from the Centers for Disease Control and Prevention (CDC) and by partnering with local health agencies, the Immunization Branch seeks to provide preventive health measures through the administration of vaccine to age appropriate populations within the state.

II. Purpose:

The goal of the immunization program is to eliminate vaccine-preventable diseases in North Carolina. Immunization Branch programs, services and subrecipients help to reduce the spread of vaccine preventable childhood diseases by assuring that individuals are age appropriately immunized, and by managing outbreaks of vaccine-preventable diseases statewide. To assist Local Health Departments (LHDs) improve immunization rates and local immunization capacity. LHDs will receive funding to purchase equipment (i.e. auto dialers, generators, refrigerators and/or freezers etc.) to ensure adequate and properly functioning services are available to improve coverage rates and safeguard state supplied vaccines.

III. Scope of Work and Deliverables:

1. Recipients should purchase equipment which will increase immunization coverage rates and the capacity to handle vaccines. For example:

Phillip E. Tarr
Health Director Signature (use blue ink)

10-14-09
Date

Local Health Department to complete:
(If follow up information is needed by DPH)

LHD program contact name: _____
Phone number with area code: _____
Email address: _____

Signature on this page signifies you have read and accepted all pages of this document.

- Telephone auto-dialers for reminder/recall
- Dedicated phone lines for auto-dialers
- Postcards and postage for reminder/recall
- Portable refrigeration units for off-site clinics
- Refrigerator or freezer units
- Back-up generator
- Desktop/laptop computer(s) dedicated to registry/reminder recall/auto-dialers
- Refrigerator monitors or alarms
- Temperature chart recorders
- Plug guards, door locks

2. These one-time funds are in addition to your Aid-to-County funds and must be spent or encumbered by the end of the service period (10/01/2009 – 12/31/2009) outlined above.

IV. Performance Measures/Reporting Requirements:

Documentation showing proof of all items purchased must be submitted by March 1, 2010 to the Immunization Branch at:

NC Immunization Branch
Attn: Davelle Bunch
1917 MSC
Raleigh, NC 27699-1917

V. Performance Monitoring and Quality Assurance:

Purchased equipment and documentation must be available for inspection upon request during monitoring and site visits after January 31, 2010. Failure to use the allotted funds in the manner outlined in this document will require that funds in the amount provided are returned to the Immunization Branch no later than March 31, 2010.

VI. Funding Guidelines or Restrictions: (if applicable)

Seven thousand dollars (\$7,000.00) per participating county are provided for purchase of the immunization related equipment described above. These categorical funds are limited to immunization related purchases (outlined in Section III) and must be encumbered before December 31, 2009.

Allocations By County for Fund Item

Fiscal Year: 09/10

Estimate Number:

Activity: B42 Fund : 1570 RCC : 6318 FRC : EJ

Actual Allocations : \$0.00 Proposed Allocations : \$700,000.00 Actual Requests : \$0.00

County Name	State Allocation	Proposed Allocation
ALAMANCE	\$0.00	\$7,000.00
ALBEMARLE REG	\$0.00	\$49,000.00
ALEXANDER	\$0.00	\$7,000.00
ANSON	\$0.00	\$7,000.00
APPALACHIAN	\$0.00	\$21,000.00
BEAUFORT	\$0.00	\$7,000.00
BLADEN	\$0.00	\$7,000.00
BRUNSWICK	\$0.00	\$7,000.00
BUNCOMBE	\$0.00	\$7,000.00
BURKE	\$0.00	\$7,000.00
CABARRUS	\$0.00	\$7,000.00
CALDWELL	\$0.00	\$7,000.00
CARTERET	\$0.00	\$7,000.00
CASWELL	\$0.00	\$7,000.00
CATAWBA	\$0.00	\$7,000.00
CHATHAM	\$0.00	\$7,000.00
CHEROKEE	\$0.00	\$7,000.00
CLAY	\$0.00	\$7,000.00
CLEVELAND	\$0.00	\$7,000.00
COLUMBUS	\$0.00	\$7,000.00
CRAVEN	\$0.00	\$7,000.00
CUMBERLAND	\$0.00	\$7,000.00
DARE	\$0.00	\$7,000.00
DAVIDSON	\$0.00	\$7,000.00
DAVIE	\$0.00	\$7,000.00
DUPLIN	\$0.00	\$7,000.00
DURHAM	\$0.00	\$7,000.00
EDGECOMBE	\$0.00	\$7,000.00
FORSYTH	\$0.00	\$7,000.00
FRANKLIN	\$0.00	\$7,000.00
GASTON	\$0.00	\$7,000.00

GRAHAM	\$0.00	\$7,000.00
GRAN-VANCE	\$0.00	\$14,000.00
GREENE	\$0.00	\$7,000.00
GUILFORD	\$0.00	\$7,000.00
HALIFAX	\$0.00	\$7,000.00
HARNETT	\$0.00	\$7,000.00
HAYWOOD	\$0.00	\$7,000.00
HENDERSON	\$0.00	\$7,000.00
HERTFORD	\$0.00	\$7,000.00
HOKE	\$0.00	\$7,000.00
HYDE	\$0.00	\$7,000.00
IREDELL	\$0.00	\$7,000.00
JACKSON	\$0.00	\$7,000.00
JOHNSTON	\$0.00	\$7,000.00
JONES	\$0.00	\$7,000.00
LEE	\$0.00	\$7,000.00
LENOIR	\$0.00	\$7,000.00
LINCOLN	\$0.00	\$7,000.00
MACON	\$0.00	\$7,000.00
MADISON	\$0.00	\$7,000.00
MAR-TYR-WASH	\$0.00	\$21,000.00
MECKLENBURG	\$0.00	\$7,000.00
MONTGOMERY	\$0.00	\$7,000.00
MOORE	\$0.00	\$7,000.00
NASH	\$0.00	\$7,000.00
NEW HANOVER	\$0.00	\$7,000.00
NORTHAMPTON	\$0.00	\$7,000.00
ONslow	\$0.00	\$7,000.00
ORANGE	\$0.00	\$7,000.00
PAMLICO	\$0.00	\$7,000.00
PENDER	\$0.00	\$7,000.00
PERSON	\$0.00	\$7,000.00
PITT	\$0.00	\$7,000.00
R-P-M	\$0.00	\$21,000.00
RANDOLPH	\$0.00	\$7,000.00
RICHMOND	\$0.00	\$7,000.00

ROBESON	\$0.00	\$7,000.00
ROCKINGHAM	\$0.00	\$7,000.00
ROWAN	\$0.00	\$7,000.00
SAMPSON	\$0.00	\$7,000.00
SCOTLAND	\$0.00	\$7,000.00
STANLY	\$0.00	\$7,000.00
STOKES	\$0.00	\$7,000.00
SURRY	\$0.00	\$7,000.00
SWAIN	\$0.00	\$7,000.00
TOE RIVER	\$0.00	\$21,000.00
TRANSYLVANIA	\$0.00	\$7,000.00
UNION	\$0.00	\$7,000.00
WAKE	\$0.00	\$7,000.00
WARREN	\$0.00	\$7,000.00
WAYNE	\$0.00	\$7,000.00
WILKES	\$0.00	\$7,000.00
WILSON	\$0.00	\$7,000.00
YADKIN	\$0.00	\$7,000.00

[Signature] 9/25/09
 Signature and Date - DPH Program Administrator

[Signature] 9/24/09
 Signature and Date - DPH Section Chief

[Signature] 9-24-09
 Signature and Date - DPH Budget Officer

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 11/2/09

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

SUBJECT: Environmental Health Food and Lodging Fee Changes

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

ATTACHMENT(S): Food Service Plan Review
Temporary Food Establishment Fee

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:
704-296-4800

DEPARTMENT'S RECOMMENDED ACTION: Per the recommendation of the Union County Board of Health the Department wishes to increase the Temporary Food Establishment fee from \$50 to \$75 and increase the allowable charge for plan reviews for prototype franchised or chain facilities food establishments from \$200 to \$250.
Both fees are allowed per the 2009 legislative session and will be used to support the Food, lodging and institutional requirements for Environmental Health.

BACKGROUND: attached in PDF

FINANCIAL IMPACT: Increase of \$25 per TFE and \$50 per Plan review

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

FOOD AND LODGING INSPECTION FEES INCREASES

SECTION 13.2.(a) Effective August 15, 2009, G.S. 130A-248(d) reads as rewritten:

"(d) The Department shall charge each establishment subject to this section, except nutrition programs for the elderly administered by the Division of Aging of the Department of Health and Human Services, establishments that prepare and sell meat food products or poultry products, and public school cafeterias, an annual fee of ~~fifty dollars (\$50.00)~~ seventy-five dollars (\$75.00). The Commission shall adopt rules to implement this subsection. Fees collected under this subsection shall be used for State and local food, lodging, and institution sanitation programs and activities. No more than thirty-three and one-third percent (33 1/3%) of the fees collected under this subsection may be used to support State health programs and activities."

SECTION 13.2.(b) Effective August 15, 2009, G.S. 130A-248(e) reads as rewritten:

"(e) In addition to the fees under subsection (d) of this section, the Department may charge a fee of ~~two hundred dollars (\$200.00)~~ two hundred fifty dollars (\$250.00) for plan review of plans for prototype franchised or chain facilities for food establishments subject to this section. All of the fees collected under this subsection may be used to support the State food, lodging, and institution sanitation programs and activities under this Part."

SECTION 13.2.(c) G.S. 130A-248(f) reads as rewritten:

"(f) Any local health department may charge a fee not to exceed ~~two hundred dollars (\$200.00)~~ two hundred fifty dollars (\$250.00) for plan review by that local health department of plans for food establishments subject to this section that are not subject to subsection (e) of this section. All of the fees collected under this subsection may be used for local food, lodging, and institution sanitation programs and activities. No food establishment that pays a fee under subsection (e) of this section is liable for a fee under this subsection."

**ENVIRONMENTAL HEALTH SERVICE AND FEE
ADJUSTMENT RECOMMENDATION FOR FOOD,
LODGING, AND INSTITUTIONS PROGRAMS**

CURRENT FOOD SERVICE PLAN REVIEW FEES

Food Stands and Restaurants.....\$200.00
Proposed Plan Review Fee.....\$250.00

Initial Consultation.....1.0 Hour

Travel Time (Construction walk-thru, pre-opening and permitting).....2.0 Hours

Plan Review (Initial review, revision review, consult and walk-thrus)..4.5 Hours

TOTAL 7.5 Hours

COST

EHS: 7.5 Hours x \$26.00 = \$195.00

CLERICAL: .5 Hours x \$18.00 = \$9.00

VEHICLE: 60 miles x \$.55/mile = \$33.00

TOTAL = \$237.00

RECOMMENDATION:

\$250 Plan Review Fee for all Food Service Establishments

ENVIRONMENTAL HEALTH
SERVICE AND FEE ADJUSTMENT RECOMMENDATION FOR
FOOD, LODGING AND INSTITUTIONS PROGRAMS

CURRENT TEMPORARY FOOD ESTABLISHMENT FEE

Current Operation Permit.....\$50.00
Proposed Operation Permit Fee.....\$75.00

Special Event Coordinating.....1.0 Hours

Travel Time (Initial permit, inspection and compliance visit).....1.5 Hours

Permitting and Inspection.....0.5 Hours

Plan Review.....0.5 Hours

COST (Permitting, Plan Review, and Consulting)

EHS: 3.5 Hours x \$26.00 = \$91

Clerical: .25 Hours x \$18 = \$4.50

Vehicle: 50 miles x \$.55/mile = \$27.50

TOTAL = \$123.00


RECOMMENDATION:

\$75.00 Temporary Food Establishment Operation Permit Fee



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

AGENDA ITEM
5/6
MEETING DATE 11-2-09
704-283-3848
704-283-3897 Fax

TO: Board of County Commissioners
FROM: John Petoskey
Tax Administrator 
DATE: October 15, 2009
SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending September 30, 2009 is attached for your information and review.

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

Attachment

JP/PH

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

SEPTEMBER 30, 2009 REGULAR TAX	2009	2008	2007	2006
BEGINNING CHARGE	145,083,826.03	143,622,865.95	116,286,360.87	96,269,426.75
PUBLIC UTILITIES	2,342,016.61			
DISCOVERIES	122,323.14			
FARM DEFERMENTS				
RELEASES	(165,335.92)	(11,402.60)	(1,155.53)	(141.65)
WRITE OFF \$5.00 OR LESS	(8,559.39)			
GL CORRECTION	(43.73)			
TOTAL CHARGE	147,374,226.74	143,611,463.35	116,285,205.34	96,269,285.10
BEGINNING COLLECTIONS	2,130,275.94	140,389,109.61	115,486,269.11	95,814,346.69
COLLECTIONS	7,550,014.07	234,371.64	27,832.99	9,166.09
TOTAL COLLECTIONS	9,680,290.01	140,623,481.25	115,514,102.10	95,823,512.78
BALANCE OUTSTANDING	137,693,936.73	2,987,982.10	771,103.24	445,772.32
PERCENTAGE OF REGULAR	6.57%	97.92%	99.34%	99.54%
SEPTEMBER 30, 2009 MOTOR VEHICLE				
BEGINNING CHARGE	2,894,893.66	11,735,430.31	12,062,245.51	10,333,885.01
4TH MOTOR VEHICLE BILLING	1,010,341.46			
ASSESSOR RELEASE	(5,083.57)	(693.50)	(120.89)	
ASSESSOR REFUND	(410.80)	(399.92)	(370.17)	
COLLECTOR RELEASE	(5,794.43)	(1,343.82)	(64.41)	
COLLECTOR REFUND	(1,241.39)	(1,266.13)	(4.78)	
REIMBURSEMENTS	2,089.20	2,331.67	102.47	22.12
ADJUSTMENTS	17.58	7.30	0.38	
TOTAL CHARGE	3,894,811.71	11,734,065.91	12,061,788.11	10,333,907.13
BEGINNING COLLECTIONS	1,567,625.78	11,072,163.77	11,900,903.50	10,240,272.89
COLLECTIONS	838,195.38	93,028.93	4,454.83	348.33
TOTAL COLLECTIONS	2,405,821.16	11,165,192.70	11,905,358.33	10,240,621.22
BALANCE OUTSTANDING	1,488,990.55	568,873.21	156,429.78	93,285.91
PERCENTAGE OF MOTOR VEHICLE	61.77%	95.15%	98.70%	99.10%
OVERALL CHARGED	151,269,038.45	155,345,529.26	128,346,993.45	106,603,192.23
OVERALL COLLECTED	12,086,111.17	151,788,673.95	127,419,460.43	106,064,134.00
OVERALL PERCENTAGE	7.99%	97.71%	99.28%	99.49%

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

SEPTEMBER 30, 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
PUBLIC UTILITIES				
DISCOVERIES				
FARM DEFERMENTS				
RELEASES				
WRITE OFF \$5.00 OR LESS				
GL CORRECTION				
TOTAL CHARGE	86,248,818.85	75,936,883.58	60,651,659.92	51,673,900.40
BEGINNING COLLECTIONS	85,990,549.57	75,764,762.68	60,531,083.05	51,586,446.99
COLLECTIONS	5,203.68	1,384.43	107.81	794.66
TOTAL COLLECTIONS	85,995,753.25	75,766,147.11	60,531,190.86	51,587,241.65
BALANCE OUTSTANDING	253,065.60	170,736.47	120,469.06	86,658.75
PERCENTAGE OF REGULAR	99.71%	99.78%	99.80%	99.83%
SEPTEMBER 30, 2009 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
4TH 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	85,995,753.25	75,766,147.11	60,531,190.86	51,587,241.65
OVERALL PERCENTAGE	99.71%	99.78%	99.80%	99.83%

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

SEPTEMBER 30, 2009 REGULAR TAX	2001	2000	1999
BEGINNING CHARGE	48,122,649.67	43,552,864.81	40,736,778.57
PUBLIC UTILITIES			
DISCOVERIES			
FARM DEFERMENTS			
RELEASES			
WRITE OFF \$5.00 OR LESS			
GL CORRECTION			
TOTAL CHARGE	48,122,649.67	43,552,864.81	40,736,778.57
BEGINNING COLLECTIONS	48,058,732.38	43,508,976.86	40,697,791.86
COLLECTIONS	314.69	198.06	274.22
TOTAL COLLECTIONS	48,059,047.07	43,509,174.92	40,698,066.08
BALANCE OUTSTANDING	63,602.60	43,689.89	38,712.49
PERCENTAGE OF REGULAR	99.87%	99.90%	99.90%
SEPTEMBER 30, 2009 MOTOR VEHICLE			
BEGINNING CHARGE	-	-	-
4TH 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
OVERALL COLLECTED	48,059,047.07	43,509,174.92	40,698,066.08
OVERALL PERCENTAGE	99.87%	99.90%	99.90%

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: November 2, 2009

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

SUBJECT: Budget Amendment - Account for the funds received and the expenses paid to replace radio equipment that was damaged by a lightning to the communications tower located at the Union County Sheriffs Office.

DEPARTMENT: Communications **PUBLIC HEARING:** No

ATTACHMENT(S): BA # 17 **INFORMATION CONTACT:** Gary J. Thomas

TELEPHONE NUMBERS:
704-283-3550

DEPARTMENT'S RECOMMENDED ACTION: Adopt Budget Amendment # 17 increasing the communications expenditure budget account 10-543200-5352 by \$23,033 and increasing the revenue account 10-443200-4850 by \$23,033.

BACKGROUND: On July 23, 2009 the radio communications tower located at the Union County's Sheriff's Office (3344 Presson Road) suffered a lightning strike that caused damage to the law enforcement's primary UHF (ultra high frequency) receive antenna, antenna line, and other equipment related to the operation of the radio channel. The antenna, antenna line, and other damaged equipment were replaced and an insurance claim was filed with Hanover Insurance Company. The Insurance company has reimbursed the county for all expenses minus the \$1,000 deductible. Budget amendment is requested in order to account for the funds received from the insurance company and the expenses related to replacing the damaged antenna and equipment.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation:

From: Keith Richards/UnionCounty
To: <GaryThomas@co.union.nc.us>, <LeeLesslie@co.union.nc.us>

Date: Tuesday, October 06, 2009 08:29AM
Subject: Re: Fw: Union County - claim # 1400233351

IAs/Rev. Ded. Exp
 23,033.37 <1,000.00> 24,033.37

We are waiting on the check for \$5,066.61. Our total recovery for this loss, after application of the \$1,000 DED, will be \$23,033.37.

Gary, thank you for your work on this loss.
 -----"ERIC D. MANN" <ERMANN@HANOVER.COM> wrote: -----

To: <KeithRichards@co.union.nc.us>
 From: "ERIC D. MANN" <ERMANN@HANOVER.COM>
 Date: 10.06.2009 08:24AM
 cc: <GaryThomas@co.union.nc.us>, <LeeLesslie@co.union.nc.us>, <doug.metz@willis.com>, <elizabeth.clifford@willis.com>
 Subject: Re: Fw: Union County - claim # 1400233351

Payments have been issued on this claim previously, since you have not received the supplemental payment. I have reissued the payment. Please view payment information below.

Check

Check Number
 Bank Code
 In Payment Of SUPPLEMENT PAYMENT FOR LIGHTNING DAMAGE

Pay To The Order Of UNION COUNTY
 Primary Payee Name UNION COUNTY
 Payee Type
 Payee Tax ID NA
 Address 500 NORTH MAIN STREET STE 130
 City MONROE
 State NC
 Zip 28112
 Net Amount \$5,066.61

Deduction Details

Gross Amount \$5,066.61
 Deductions Deduction Type Comments Amount
 Sum: \$0.00

Details

Claimant UNION COUNTY
 Invoice Number
 Date of Service
 Service Description
 Mail to Instructions
 Recipient UNION COUNTY
 Mailing Address 500 NORTH MAIN STREET STE 130

MONROE, NC, 28112
Payment Method Issue Check
Check Delivery Send

Tracking

HCS Status Awaiting submission
Request Date 10/06/2009
Process Status
Process Date
When To Pay 10/06/2009
Check Print Date
Created By Eric Mann
Post to PMS? Yes

Void/Stop Date

Recurrence

Description N/A
Total Recurrence Amount N/A

Eric Mann
The Hanover Insurance Group
P.O. Box 15147
Worcester, MA 01615-0147
(803)802.3466 Office
(803)431.6741 Mobile
(508)926.5660 Fax
ERMANN@Hanover.com

You may direct status inquiries and general questions regarding Marine claims to our newly created Marine Claim Email-hotline: IMCLAIMINFO@hanover.com
email documents to: DOCUMENTMGT@HANOVER.COM

>>> <KeithRichards@co.union.nc.us> 10/06/2009 08:04 AM >>>
Eric, please advise as to my question below. Thank you.

-----Keith Richards/UnionCounty wrote: -----

To: ermann@hanover.com
From: Keith Richards/UnionCounty
Date: 10.01.2009 11:42AM
cc: Lee Lesslie/UnionCounty@UnionCounty, Gary Thomas/UnionCounty@UnionCounty
Subject: Fw: Union County - claim # 1400233351

Hi Eric, please advise. I need to get some information to our finance dept.

-----Forwarded by Keith Richards/UnionCounty on 10.01.2009 11:42AM -----

To: ermann@hanover.com
From: Keith Richards/UnionCounty
Date: 09.29.2009 09:03AM

Subject: Union County - claim # 1400233351

Hi Eric, On 9.21.09 you confirmed an additional check(s) were mailed to the incorrect address and were being reissued. We need to prepare a budget amendment and to do so we need the exact amount Hanover will be sending to Union County in response to our claim of \$24,033.37. We have received \$17,966.76. Our DED is \$1,000, leaving a balance due of \$5,066.61 from Hanover. Please confirm. Thank you.

Keith A. Richards, CPCU, ARM, AIC
Risk Manager
Union County
500 N. Main Street Suite # 130
Monroe, NC 28112
office: 704.283.3663
fax: 704.283.3832
keithrichards@co.union.nc.us

Have a Safe Day !

From: Keith Richards/UnionCounty
To: Lee Lesslie/UnionCounty@UnionCounty
cc: Andrea Robinson/UnionCounty@UnionCounty, Gary Thomas/UnionCounty@UnionCounty, Rosemary Dodd/UnionCounty@UnionCounty, Amanda Smith/UnionCounty@UnionCounty

Date: Wednesday, September 23, 2009 02:04PM
Subject: Re: hanover check / Insurance Pmts for Lightening strikes

Total damages submitted are \$24,033.37. We have a \$1,000 deductible. Total expected from Hanover is \$23,033.37 but I do not know if they will be excluding anything. They have not said they won't be paying what we have submitted.

- K

-----Lee Lesslie/UnionCounty wrote: -----

To: Keith Richards/UnionCounty@UnionCounty
 From: Lee Lesslie/UnionCounty
 Date: 09.23.2009 01:59PM
 cc: Andrea Robinson/UnionCounty@UnionCounty, Gary Thomas/UnionCounty@UnionCounty, Rosemary Dodd/UnionCounty@UnionCounty, Amanda Smith/UnionCounty@UnionCounty
 Subject: hanover check / Insurance Pmts for Lightening strikes

Keith:

Do you know a total figure the county should be receiving from Hanover for the lightening strikes at Presson Rd?

I'm thinking from a budget amendment standpoint (increasing both the xxxx-4850 misc. insurance refund account and the xxxx-5352 maint/repairs expenditure account).

thanks,
 Lee Lesslie
 Union County Finance
 704-283-3562

-----Lee Lesslie/UnionCounty wrote: -----

To: Keith Richards/UnionCounty@UnionCounty
 From: Lee Lesslie/UnionCounty
 Date: 09/22/2009 09:11AM
 cc: Gary Thomas/UnionCounty@UnionCounty, Rosemary Dodd/UnionCounty@UnionCounty, Amanda Smith/UnionCounty@UnionCounty
 Subject: Re: hanover check

Thanks Keith. this looks to be where similar funds were put in '07.

Gary; I've mentioned to Amanda to charge the repairs to the 10-543200-5352 (R&M equipment) account.

thanks,
 Lee Lesslie

Union County Finance
704-283-3562

-----Keith Richards/UnionCounty wrote: -----

To: Gary Thomas/UnionCounty@UnionCounty
From: Keith Richards/UnionCounty
Date: 09/21/2009 10:28AM
cc: Rosemary Dodd/UnionCounty@UnionCounty, Lee Lesslie/UnionCounty@UnionCounty
Subject: hanover check

Gary, thank you for your call last week. Hanover had issued a check in the amount of \$17,966.76 on 8.26.09 but mailed it to Charlotte. I have asked about the status of additional checks. I will deliver the check to finance today using acct # 10-443200-4850.

Lee/Rosie - if acct # is incorrect, please advise. The Hanover checks are insurance payments for damages to the sheriff communication tower.

Keith