



# NORTH CAROLINA 911 BOARD MEETING

June 23, 2017

Banner Elk Room

3514 Bush Street (rear entrance)

Raleigh, NC

10:00 AM – 12:00 PM

Call To Order

Eric Boyette

Roll Call

Richard Taylor



Chairman's Opening Remarks

Eric Boyette

~ Resignation of Josh Brown, CenturyLink,  
representing a LEC

## Taylor, Richard

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**From:** Brown, Joshua T <Joshua.T.Brown@centurylink.com>  
**Sent:** Tuesday, May 23, 2017 11:14 AM  
**To:** 'Darrell.Malcolm@ncleg.net'  
**Cc:** Brewer, Steven K; Ward, Amy T; Taylor, Richard; Kelly, Derek  
**Subject:** NC 911 Board Resignation

Darrell,

I wanted to reach out to you and say with deepest regret that I am submitting my resignation as a NC 911 Board member effective June 15, 2017. My job responsibilities have changed and thus requiring me to relocate to Florida. I will deeply miss North Carolina and being a member of the Board. I want to express appreciation to Senator Berger and his office for the appointment to the Board. Please let me know if you have any questions or need any additional information.

Thank you!

**Josh Brown**

Director Network Planning - East Region

**CenturyLink**

Voice: 919-554-7448 | Wireless: 919-358-4320 | Fax: 919-554-9473

Email: joshua.t.brown@centurylink.com

14111 Capital Blvd, Wake Forest, NC 27587

Mailstop: NCWKFR0215

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Chairman's Opening Remarks

Eric Boyette

~ Recognition of Amanda Honeycutt, City of  
High Point 911



Presented to  
Amanda Honeycutt  
of

High Point 911

For Outstanding Teamwork, Professionalism  
and Commitment to Public Safety  
Demonstrated By You

December 30, 2016

Thank You for Striving to Make North  
Carolina's 911 System Excellent

June 23, 2017

# Ethics Awareness/Conflict of Interest Statement

Eric Boyette

In accordance with G.S. 138A-15, It is the duty of every Board member to avoid both conflicts of interest and potential conflicts of interest.

Does any Board member have any known conflict of interest or potential conflict of interest with respect to any matters coming before the Board today?

If so, please identify the actual or potential conflict and refrain from any undue participation in the particular matter involved.

Consent Agenda

Richard Taylor

*(vote required)*

(Complete Reports Located in Agenda Book On Web Site)

# Consent Agenda

Richard Taylor

a) 1) *Minutes of April 28, 2017 Board Meeting*

**North Carolina 911 Board Meeting**  
**MINUTES**  
**Banner Elk Room**  
**3514A Bush Street, Raleigh, NC**  
**April 28, 2017**  
**10:00 AM – 12:00 PM**

<b><u>Members Present</u></b>	<b><u>Staff Present</u></b>	<b><u>Guests</u></b>
David Bone (NCACC) Martin County	Richard Bradford (DOJ)	Ron Adams, Southern Software
Eric Boyette (NC CIO) Board Chair	Tina Bone (DIT) (phone)	Randy Beeman, CCES
Josh Brown (LEC) CenturyLink (WebEx and phone)	Ronnie Cashwell (DIT)	Rachel Bello, Wake Co
Andrew Grant (NCLM) Town of Cornelius (WebEx & phone)	Dave Corn (DIT)	Eric Carroll
Chuck Greene (LEC) AT&T	David Dodd (DIT)	Nikki Carswell, Iredell Co 911
Len Hagaman (Sheriff) Watauga County	Karen Mason (DIT)	Linda Draughn-Woloski, Akimeka LLC
Greg Hauser (NCSFA) Charlotte Fire Department (WebEx and phone)	Marsha Tapler (DIT)	Tera Dufault, Iredell Co 911
Jeff Ledford (NCACP) City of Shelby PD	Richard Taylor (DIT)	Ed Gonzalez, Akimeka LLC
John Moore (VoIP) Spectrum		James E. Holloway, ECU
Niraj Patel (CMRS) Verizon (WebEx)		Wanda Johnson, Iredell Co 911
Jeff Shipp (LEC) Star Telephone		Jesus Lopez, DIT
Jimmy Stewart (NCAREMS) Hoke Co 911		Philip Penny, MCP
Slayton Stewart (CMRS) Carolina West Wireless		Angie Schulz, Raleigh-Wake ECC
Donna Wright (NENA) Richmond Co Emergency Services		Craig Schulz, MCP
		Jonathan Shaw, DIT
		Candy Streszinski, Iredell Co 911
		Victor Williams, Beaufort Co Sheriff 911
<b><u>Members Absent</u></b>	<b><u>Staff Absent</u></b>	<b><u>WebEx Guests</u></b>
Heather Campbell (CMRS) Sprint		Brian Drum, Catawba Co 911
Eric Cramer (LEC) Wilkes Communication		Mike Edge, Scotland Co 911
Dinah Jeffries (NCAPCO) Orange Co Emergency Services		Brad Fraser, Shelby PD
		Jon Greene, GeoComm
		Del Hall, Stokes Co 911
		Melanie Neal, Guilford Metro 911
		Glen Parnell, Wilson Co 911
		Wade Sanstra, Synergem
		Stephanie Wiseman, Mitchell Co 911
		Brenda Womble, Wilson Co 911

**Introduction of Eric Boyette, Secretary of the Department of Information Technology and State Chief Information Officer**—911 Board Executive Director Richard Taylor introduced Secretary Boyette, appointed by Governor Cooper approximately three weeks ago. Mr. Taylor noted Secretary Boyette has been in state government over twenty years, having served both DOT and DIT. In addition, he has a connection to the Fire Service, serving on the Kinley Fire Department Board of Directors, living in the Kinley area. Mr. Taylor drew attention to the fact that he has a first responder background and, in light of that, indicated upon their first meeting that he wished to serve as the 911 Board Chair himself; he was not interested in appointing someone else. Mr. Taylor then turned the meeting over to Chairman Boyette, who called the meeting to order and asked Mr. Taylor to call the roll.

**Roll call**—911 Board Executive Director Richard Taylor noted that Sheriff Hagaman was delayed, and that he had not heard from Heather Campbell so he didn't know whether she would be attending or not. He then polled Board members he expected to be on the phone bridge: Josh Brown confirmed he was online; Eric Cramer did not respond, and Mr. Taylor mentioned he had received an email yesterday from Mr. Cramer indicating he might not be able to attend today; Greg Hauser confirmed with a cheerful "Good morning, everybody"; Niraj Patel did not respond; and Andrew Grant confirmed he was present. Mr. Taylor observed a quorum was present, and yielded the floor to Chairman Boyette.

### **1. Chairman's opening remarks**

Chairman Boyette thanked Mr. Taylor and stated that up front he wanted to thank Board members for all they do. He related that while he was going through the list of his duties and responsibilities after his appointment as Secretary of the Department of Information Technology and State Chief Information Officer and reached the part about the chairmanship of the 911 Board, he knew immediately it was something he wanted to do himself rather than appoint someone else in his stead. He pointed out that emergency response is something he really believes in, having been involved in it his entire life. He said he looks forward to serving as chair, stressing that his door is always open—if he can do anything for anyone, pick up the phone and call him; he has a very good administrative assistant who can find time quickly, so don't hesitate to reach out if he can help. With that, he asked Mr. Taylor to move ahead with some Board recognitions.

~Recognition of David Dodd, retiring from the 911 Board staff—Mr. Taylor moved to the podium and announced that this first recognition was very bittersweet; bitter because you're losing a valuable staff person and sweet because we all work toward being able to one day retire. He noted that the Board has only experienced one other retirement, that being Ron Adams', whom Mr. Dodd replaced as PSAP Liaison in 2011. Mr. Taylor summarized that Mr. Dodd has been extremely valuable, having brought a great perspective to the Board. "He's a country boy from Shelby, North Carolina, and he can talk to other PSAP managers in their lingo." Mr. Taylor also referred to Mr. Dodd's penchant for coming up with amusing names, such as calling his home office the 'Western Regional Office', his white state car (a Chevrolet Impala) 'Casper', and the 911 Board office in Raleigh 'the Mother Ship'. Mr. Taylor observed that Mr. Dodd has not only been a great employee, but a great friend as well, and he is happy to report that Mr. Dodd will continue to work for the Board on a part-time basis going forward.

Mr. Taylor then announced that Governor Cooper had sent over a very nice framed certificate commemorating Mr. Dodd's service. Chairman Boyette read the inscription—*Presented to David D. Dodd, the State of North Carolina acknowledges and extends its sincere appreciation for your many years of dedicated service. May 1<sup>st</sup>, 2017*—and congratulating Mr. Dodd, presented it to him, precipitating a standing ovation in the room. Once the applause subsided, Mr. Taylor presented him with an acrylic plaque cut in the shape of a map of North Carolina, mounted on a pedestal base and engraved *Presented to David Dodd, for your dedicated service to the citizens of North Carolina and the North Carolina 911 System 2006-2017* on behalf of the 911 Board. Mr. Taylor noted, for those who didn't know, that Mr. Dodd had served as a member of the 911 Board representing APCO from 2006 until joining the staff in 2011, then invited him to say a few words.

Mr. Dodd reminisced that he had begun attending 911 Board meetings even before he became a Board member, and when he had interviewed for the staff position, he knew what his little part of the 911 world looked like and he really looked forward to learning what the rest of it looked like in North Carolina. He said he was very grateful for having been given that opportunity; he's worked with a lot of great PSAP folks, and they have kinda become a

part of his family. He said he's excited about the opportunity to retire and do some new things, but as Mr. Taylor said, he'll still be around some.

~Recognition of Mike Byers, Tera Dufault, Wanda Johnson of Iredell County Emergency Communications—Reminding everyone that the Board always likes to recognize telecommunicators for the outstanding work they do, Mr. Taylor observed the call being recognized today was really quite interesting—sad in one respect because of what precipitated it, but happy because of a really great outcome due to the teamwork of dedicated telecommunicators: Mike Byers (unable to attend today), Tera Dufault, and Wanda Johnson of Iredell County. The circumstance was that a father had hired people to kidnap his son, but the kidnapping had been witnessed by a neighbor who reported it. The outcome was both the kidnappers and the victim were safely apprehended in Virginia the same day thanks to these TC's work, and the father was apprehended the next day. The whole time that the caller was providing detailed information to Ms. Dufault, Mr. Byers and Ms. Johnson were getting the information out to responders, including issuing a national alert that resulted in the apprehension.

Mr. Taylor invited Iredell County 911 Assistant Director Nikki Carswell to offer comments, and she simply said how proud they were of these TCs and how their collaborative efforts yielded such a positive outcome. She then asked Ms. Dufault to speak. Ms. Dufault related that while the call was ongoing they were able to notify the airports (the father had reserved a flight to escape) and surrounding agencies, including those in surrounding states. Although the teenager who was kidnapped did not attend school in the school district where he lived, a School Resource Officer at the school he did attend was, fortunately, familiar with him and was able to provide additional history, enabling responders to learn who his family members were and to put several pieces of information together which resulted in his returning home safely.

Mr. Taylor pointed out that just answering a 911 call is not all that TC's do—there is a lot of behind-the-scenes work connecting all the dots, and it is through the efforts of folks like this that North Carolina has such a great 911 system. He then read the inscription on the plaque presented to the team: *Presented to Mike Byers, Tera Dufault, and Wanda Johnson, 'A' Squad of Iredell County Emergency Communications Center, for Outstanding Teamwork, Professionalism, and Commitment to Public Safety Demonstrated by You on February 15<sup>th</sup>, 2017. Thank You for Striving to Make North Carolina's 911 System Excellent. April 28<sup>th</sup>, 2017.* He also thanked both Candy Strezinski and Nikki Carswell for being great managers, asking them to pass along to Mike Myers that he was missed, and to thank him for his efforts.

## **2. Ethics Awareness/Conflict of Interest Statement**

Chairman Boyette read the Ethics Awareness/Conflict of Interest statement printed in the agenda and asked if any Board members were aware of any conflict or potential conflict of interest with respect to matters coming before the Board today. Josh Brown said he would abstain from voting on agenda item 6a. Chairman Boyette thanked him, and moved on to the Consent Agenda.

## **3. Consent Agenda**

Relating that the draft minutes of the last meeting had been distributed earlier in the week, Mr. Taylor said he has not heard back from anyone with comments or corrections, and asked if anyone wished to voice any now. Hearing none, he moved on to the financials, reporting that all grant recipients with the exception of Washington County have completed their grant contracts. Washington County had to completely change its back-up plan due to the fact that the location it was going to use for the back-up PSAP became unavailable, so the project is on hold until that is resolved. Mr. Taylor said he has been communicating with the interim county manager there and they are working on getting a new location and a new plan in place. With that said, he reported the Grant Fund has \$34,944,794 encumbered and an unencumbered balance of \$2,688,682. He pointed out that the unencumbered balance will probably increase as grants for Rockingham County, Dare County, and the Lenoir-Jones County project close out under cost.

Mr. Taylor continued by reporting the NG911 Fund has still seen no disbursements, and he anticipates none for at least another couple of months, with a fund balance presently standing at \$10,246,819. Noting that \$340,668 had been paid out of the CMRS fund last month, he reported a CMRS Fund balance of \$5,869,620. He observed that PrePaid CMRS revenue amounted to \$966,035 during the period, that total revenue into the PSAP fund totaled

\$5,592,409 and disbursements totaled \$4,300,794, yielding a PSAP fund balance of \$7,952,164. He opened the floor to questions. Hearing none, Jeff Shipp made a motion to approve the Consent Agenda as presented, David Bone seconded, and the motion carried unanimously.

#### **4. Public Comment**

Chairman Boyette read the invitation to public comment printed in the agenda. No one had registered in advance to speak, and no one in the room or on the phone indicated they wished to, so he asked Mr. Taylor to move to the next agenda item.

#### **5. Executive Director Report**

a) 911 Board Staff Update—Mr. Taylor began his report with the staff update, first observing that *staffing* is “moving at the speed of government.” Of the 288 applications submitted to HR for the new financial specialist position, they forwarded 115 to Mr. Taylor; he has read through the 115 and narrowed it down to 20 and hopes to further reduce the number to about 8 over the weekend and begin setting up interviews next week. He stressed his goal is to have somebody on board by July 1, as both Marsha Tapler and Karen Mason are completely overwhelmed with the revenue/expenditure reports, funding reconsiderations, and back-up plans. He praised both of them for doing a “bang-up” job, putting in many long, hard hours yet still playing catch-up.

Mr. Taylor explained that as soon as the financial position has been filled, he will be turning to David Dodd’s replacement; the application window for that position has closed, and HR has the applications, but he won’t have time to review them until the financial position is filled. He also announced that Ronnie Cashwell has now become a full-time staff member. Until now the Board was only paying half of his salary, the other half coming from another group, but the Board has put so many demands upon him with all the committee meetings and regional PSAP Managers meetings, as well as Board meetings, that the other group has asked that the Board take him on full-time. Mr. Taylor advised that we certainly have funding available for that, so he’s working now with HR and the CFO to make it so.

Mentioning that it will be discussed within the budget portion of today’s meeting, Mr. Taylor advised we are going to be asking for two more staff positions: an additional network analyst to assist with the NextGen project, and another financial person because it is becoming that large a task. Mr. Bone interjected that with all these staffing needs and the voluminous number of applications presently at hand coupled with the fact that Mr. Taylor has myriad other demands upon his time as Executive Director, is there any way HR can help him expedite the hiring process a bit more than it already has, observing Mr. Taylor could easily spend all his time on the hiring process alone. Chairman Boyette replied that unfortunately, Mr. Taylor is not alone within the department in that regard—all of its managers and directors easily spend 50% of their time on just such tasks. He pointed out that the department (DIT) has only a staff of three in HR serving over 600 total employees (although one of those positions, the Personnel Director, is currently vacant) and they stay very busy keeping track of employee benefits, etc., as well as hiring. He said he apologized, but he just doesn’t have anything to offer.

Turning to another topic, Mr. Taylor reported that the 911 Board Office is still slated to move into different quarters sometime soon, but he still doesn’t know where. He spoke with the new Facilities Manager at DIT, who explained there are several things in play: whereas we were supposed to move to Jenkins House downtown, now another group is going to get that (although it is not presently ready for them to move into), and once they move we are supposed to occupy their spot at the Phillips Building, so there are a lot of pieces and parts in play. He said he wished he could say when the move will happen—but he can’t!

Mr. Taylor then parenthetically observed to Chairman Boyette, rather whimsically tongue-in-cheek, that the former location of the 911 Board office in the front of this building still has not been occupied—“just sayin”—which was greeted with peals of laughter in the room. Chairman Boyette assured Mr. Taylor that he has a meeting with DOA on Wednesday, and this is in his notes. Mr. Taylor pressed on by noting that the space could be shared with GIS and maybe FirstNet...saying, “There’s plenty of space in there and it makes it very convenient for Board meetings—just sayin’.”

b) Legislative Update (H418, H476, H565, H582, H835)—Mr. Taylor pointed out that yesterday was a busy day in the General Assembly, being the last day for crossover, explaining for anyone who might not be familiar with what that means that if a bill has not cleared the House or the Senate by crossover, then it is basically considered dead, although it *can* be resurrected in another form attached to another bill. Looking at the bills which have been of interest to the Board he observed that H418, sponsored by Rep. Clappitt, which had originally sought to use 911 funds to pay rewards to discourage street sign theft, was, as he has reported previously, modified in committee to use DOT funds for that purpose. Although it has not crossed over, since it has a financial component (it is presently in Finance Committee), it can still cross over after the deadline. H476 regarding police telecommunicator training and certification did not make crossover and has not been assigned to an appropriations or finance committee, so Mr. Taylor speculated the chances are it is dead in its current form. He reported that H565, again sponsored by Rep. Clappitt, to modify the composition of the 911 Board by adding three additional members, has not seen much movement but is still in the Finance Committee as well, so there is still potential for it to move forward. Repeating he has not learned of any activity on this, if it clears Finance it will go to Rules. He next turned to the Anonymous Tip Line bill, H582, which provides funding through DPI (Department of Public Instruction) for the emergency tip line for schools but still none for the panic button application in which the 911 Board has been involved.

Lastly, thanking Donna Wright for originally bringing it to his attention, he advised that H835, short titled *Create a Chain of Survival Task Force*, was introduced by Rep. Carney, who suffered a heart attack at the General Assembly and survived due to the presence and use of an AED in the building. He advised the bill would require AEDs be provided in state agencies/facilities, and he and Ms. Wright noticed language [Section 1(3)] regarding activation of 911 followed by early CPR with an emphasis on compressions as well as rapid AED use. Knowing that not all 911 PSAPs in North Carolina are EMD (Emergency Medical Dispatch) certified, i.e. certified to provide that type of instruction to a 911 caller, they reasoned that this might provide an impetus for a mandate that all Primary PSAPs provide EMD. Mr. Taylor reviewed that OEMS (Office of Emergency Medical Services) provides EMD credentialing in the state, but there is no mandate for them to require it of all PSAPs, just as there is none for the 911 Board either, although 911 funds may be used to pay for EMD. He hypothesized that if the Board so wishes, maybe we could work with Rep. Carney to ensure she understands that not all 911 PSAPs provide the service alluded to in the bill—to let her know that will only happen if EMD becomes a requirement—and perhaps she could help us make that happen. He said he didn't know whether deciding to do that will require a vote from the Board or not, but at the least he wanted to bring it to the Board's attention. He said he would like to assign it to the Standards Committee, of which Ms. Wright is chair, and let that committee work with Rep. Carney to investigate the potential of leveraging this to establish EMD as a mandate. He then asked Ms. Wright if she would like to comment.

Ms. Wright said she thinks the Board needs to have representation in this either way; we need to have a 911 voice on this Task Force which is talking about 911 service. She agreed with Mr. Taylor that this is an opportunity to advance EMD in those counties which have not voluntarily chosen to use it over the years.

Chairman Boyette asked "What is the pleasure of the Board?" David Bone observed he thinks everyone on the Board is in favor of promoting EMD service statewide, and made a motion to do what Mr. Taylor has suggested. Slayton Stewart seconded the motion, and the vote was unanimous in agreement. Jeff Shipp said, "We will coordinate this effort with OEMS, right?" Both Chairman Boyette and Mr. Taylor simultaneously replied "Absolutely!" Mr. Bone asked what Mr. Taylor thought was a realistic timetable. Mr. Taylor speculated that a one-year time frame was realistic, given the need for training as well as all the other pieces and parts that go into it; if this bill were to pass, a one-year implementation would probably be sufficient.

#### c) FCC Update

1) AT&T Outage Ex Parte—Mr. Taylor reviewed an AT&T outage in March, saying the FCC had contacted him in his role as the State Administrator, as well as all the State Administrators across the country, in an effort to come up with a better notification system. For the benefit of new Board members, Mr. Taylor explained that over the years one of the Board's greatest concerns has been the lack of notification from providers when the 911 system suffers an outage. He has told carriers his concern is not with the nuts and bolts of the problem, but rather just knowing that it has happened so we can notify the public as quickly as possible, but historically carriers have not contacted him. He noted that his first notification of this particular problem came from the Franklin

County PSAP Director sharing a notification from ComTech indicating that the “ComTech operation center may be experiencing an outage in your area affecting AT&T VoLTE 911 calls.” He related that his second notification came from his NASNA (National Association of State 911 Administrators) counterpart in DC when she shared it with all the state 911 directors in trying to find out what was going on.

Mr. Taylor and Mr. Bradford participated in a teleconference with members of the FCC’s Public Safety and Homeland Security Bureau in April, which Mr. Taylor characterized as those members’ effort to understand what went on, what the reaction was, what did the PSAPs do. They asked if 911 calls were being sent via text messaging, and how many of our PSAPs are text-capable; they were very impressed with how many North Carolina PSAPs are text-capable—a high ratio when compared with other states. They also asked if the Emergency Notification System (ENS) had been activated; it had not, and Mr. Taylor hypothesized this may be one area where we could work a little closer with Emergency Management—Mike Sprayberry’s group—because they take care of that system, and the FCC would like to see it used more frequently than it is used now, which is one of the takeaways he got from this call. He said he did relay our concerns about timely notification, the main thing being we want citizens to know that if they cannot dial 911 we need to be able to give them an alternative method of “...what to do and how to do it.” Mr. Taylor added that he is pleased to see the FCC giving this topic its attention as a ‘hot-button’ issue.

Jimmy Stewart asked if PSAP managers should forward any notifications they receive to Mr. Taylor on the chance he has not been made aware; Mr. Taylor replied, “Absolutely.” He also added he has to give particular credit to Chuck Greene regarding this particular incident for keeping up an email correspondence with him and sharing whatever he could learn as quickly as possible. Mr. Taylor observed that is another example of the value of having telecomm industry representation on this Board.

2) Annual Use of Fund Report—Mr. Taylor displayed onscreen a copy of the letter the FCC sent Gov. Cooper regarding this year’s annual report on the state’s use of 911 funds, the ninth such congressionally mandated report. He observed that over the years it has grown from an approximately three-page report to one that is now up to twenty-some pages. Referring to the revenue-expenditure reports PSAPs must submit to the 911 Board every year, he pointed out this is one of the reasons they are so important; we have to use the data provided in those reports to complete this one, to verify that North Carolina’s 911 fund is not being misused. He noted that the hope is that the federal NG911 initiative will begin producing grants later this year, but such grants will not be available to any state which has misused its 911 fund—such misuse of funds will render them ineligible. Mr. Taylor pointed out that this year’s report for the first time includes questions about cybersecurity and how the state’s PSAPs are addressing that. Mr. Taylor advised he anticipates sharing a completed version of the report with the Board at its next meeting.

Chuck Greene mentioned the National 911 Office evaluation report which was discussed at last December’s work session and asked if this information will be used to create a new one of those or if it is something separate. Mr. Taylor replied this is something separate.

## **6. 911 Funding Committee Report**

a) Funding reconsideration request for Chowan County—Funding Committee Chair David Bone advised this funding reconsideration request does involve Chowan County’s back-up PSAP plan implementation, wherein Chowan and Perquimans Counties are backing each other up. He observed it involves some capital expenses for a CAD server, telephone equipment, computer workstations, and fiber, as well as some recurring costs. He pointed out that since the PSAP is housed in a public safety center which serves multiple departments, the fiber is not eligible at 100% of cost. He reported their request is for an increase of \$388,840.56 this year to meet these expenses and the Funding Committee has unanimously recommended approval of the request.

Hearing no questions, Chairman Boyette called a vote on the recommendation which carried unanimously.

b) Presentation of FY18 Budget—Mr. Bone observed the Funding Committee is forwarding the proposed budget to the Board for review, asking Marsha Tapler to provide details. Ms. Tapler began by presenting a pie chart onscreen graphically illustrating how the budget would break down (please see online agenda book at <https://ncit.s3.amazonaws.com/s3fs-public/documents/files/04282017%20Agenda%20Book.pdf>, page 127 for

details): 66% for PSAP distribution, 8% for CMRS cost recovery, 12% NG911 Expenditures, 12% estimated fund balance for FY2018, and 2% for administrative expenditures. She explained how personnel funds budgeted for FY2017 but not expended will carry forward, as well as how additional personnel funding will be added in FY18 in anticipation of growing to a staff of eight employees. She noted additional funds were also budgeted for anticipated administrative expenses involving hiring contractors for upcoming special projects. She pointed out that the Operational Services amount had remained the same, as the anticipated additional employee in the FY2017 budget had never been hired, so the hope is that will happen this year.

Ms. Tapler observed the Travel budget had been left the same, for both employees and Board members. She pointed out that the Other Purchased Services amount had been decreased, as anticipated expenses incurred with radio advertising had not materialized to the degree expected, but \$15K was left in the Advertising line item in case the Education Committee decided it needed to advertise something. She said the Equipment amount had seen an increase in anticipation of purchasing some needed new audio-visual visual equipment. With all that said, she reported the total proposed Administrative Expenditures budget for FY18 is \$1,471,050.

She then turned to Next Gen, observing an additional \$10M is anticipated to be expended in the next fiscal year. Moving to CMRS Cost Recovery & PSAP Expenditures, she related that as CMRS cost recovery requests have been declining, that line item has been decreased by \$500K, whereas PSAP distributions have been growing due to the back-up PSAP plan implementations and their attendant financial reconsideration requests, so that has grown \$1M, from \$54M to \$55M. Moving on, she pointed out an increase to the Grant Fund budgeted amount in the neighborhood of \$3.4M, noting that the Grant Fund is very dynamic, subject to fluctuations as encumbered funds are expended or returned, so this is a floating number that will change on June 30<sup>th</sup>.

Moving to the revenue side, Ms. Tapler anticipates income from the CMRS fund, PSAP fund, NG911 fund, and Administrative fund totaling \$89,703,056 before interest, with an expected interest revenue (provided by the State Treasurer's Office) of ~\$522K. She explained the Telecommunication Relay Service fee collection is a pass through to DHHS—it is a holdover from when the Board was the Wireless 911 Board—the 911 Board does not earn anything from providing that collection service. Lastly, she stepped through the budget roll-up, summarizing what she had previously reported in detail.

Chairman Boyette asked if there were any questions. Jeff Shipp observed he understands that the TRS collection is completely a 100% pass-through, but asked if the interest is passed through as well. Ms. Tapler replied that is correct; we receive nothing. Mr. Shipp asked, "Is there no way to assess administrative inter-departmental...", but before he could complete his question Mr. Taylor assured him it could not be done without a change from the General Assembly. Mr. Taylor continued with a quick synopsis of the history of the subject, noting that the equivalent wireline fee goes through the Utilities Commission, but because the wireless companies did not want to establish a relationship with that commission due to regulatory matters, they looked to the Wireless 911 Board, which was at the time working on some other legislation as well. He said it ended up that Senator Kerr from Wayne County, who is now deceased, told him in no uncertain terms that we would perform this service at no charge.

## **7. Standards Committee Update**

Committee Chair Donna Wright reported that the Standards Committee met on April 7<sup>th</sup> and reviewed two applications for peer reviewers: Greg Hauser and Joanna Prentice. She brings a recommendation from the committee to the Board to approve these two individuals as the newest peer reviewers. Chairman Boyette called the committee recommendation vote, which passed unanimously. Mr. Hauser had recused himself from the vote.

Mr. Taylor asked Ms. Wright how the peer review program is doing. She replied it is growing and getting better. She related that the group went to Charlotte Fire, Mr. Hauser's PSAP, on April 20<sup>th</sup>, although she was personally unable to attend, and it is continuing to streamline the process, trying to make the form more user-friendly so it flows more easily with what they are trying to do. She speculated that perhaps the biggest concern they have is securely uploading data prior to going onsite, which really helps things go more smoothly once they are onsite. Mr. Hauser offered that the team did a great job at his facility; they were professional and very thorough. He stated the documentation seems to be requiring the greatest amount of time, so uploading those documents to some type of central location for the evaluators to review beforehand is going to be vital as the process ramps up,

necessitating performing more than one review per day. Speaking to other PSAP managers, he advised it is not a scary process—it just takes a little time—so if they're not going through the review process right now, it's a good time to start reviewing and understanding the rules in preparation for their own reviews.

Ms. Wright advised they will be meeting again May 25<sup>th</sup> to provide updates for existing peer reviewers who have not been able to attend the latest site reviews—things that have changed since their initial training. Mr. Taylor added that training will take place in Cumberland County, with Randy Beeman hosting.

## **8. NC911 Update**

Jeff Shipp began by recognizing the committee, and more specifically the evaluation team that has been reviewing the RFPs, including Jesus Lopez as well as others from DIT in the room today, personally thanking them and Secretary Boyette for that help. Mr. Shipp said he had attended a couple of the review/evaluation meetings this past week and was impressed with the questions asked and the involvement of the team members, especially after having had to read thousands and thousands of pages just to get to this point, observing they have really been dedicated to this. He said the committee hopes to see some action soon and asked Dave Corn to provide a brief update on what he is permitted to share publicly, also thanking him for all his dedication as well.

Mr. Corn reviewed there are three RFPs in the project, relating that the team started with the ESINet RFP in June of last year. He noted it was a two-part process, the first being evaluation of the technology proposed by the eleven bidders in ~12K-13K pages of documentation. Based upon answers to questions provided by the vendors, the team narrowed the scope to a select few bidders, which led to the second phase of the evaluation, the financial phase, which was begun in February and is still in process now. He related that when faced with projecting costs, some vendors modified their technology proposals, requiring the team to go through that process again for those vendors, but he judges that good progress is being made. He said there are many entities and people involved in this and Mr. Shipp is spot-on—he, too, feels lucky to be working with DIT and so many sharp folks. He reported the committee has been involved in the last three or four vendor meetings, and in talking with them—mostly explaining what we need and asking questions about what they provide and making sure the two match up—and he thinks he can say without getting into any trouble that we are very close to finishing this selection process. He conceded there is a final offer that needs to be done, adding that he is very concerned that everything is clearly spelled out in writing because once we implement this process, what the marketing people say may not coincide with what the operational people do. He added that the evaluation team's work is only one part of the process—there are legal issues and procurement issues, among others, that must be addressed, and as this phase is completed the process will move beyond his control and into other parts of DIT, but he will be ready to answer any questions and fill out any forms necessary to push this thing along.

Mr. Corn moved to the second RFP, for the NMAC (Network Management and Control), which he characterized as the NOC, SOC, and help desk which will oversee the NG911 infrastructure. He observed that since we will be using multiple technologies that are new to 911 as well as multiple new vendors, we will need a coordinating group to provide that service, noting that solution has worked well in other states. He reported that three proposals were received, then asked Mr. Bradford what he could say about them. Mr. Bradford replied that after they were received a decision was made not to pursue the evaluation at that time.

Mr. Corn then moved to the third, and final, RFP, for GIS, observing the team has finished the technical specifications. He observed that the GIS RFP consists mainly of marrying two documents together—one being for technical specs and the other for legal and procurement topics relevant to that—and sending that out. He said the team hopes to have that in front of the Technology Committee in the May meeting for its approval, hopefully allowing the Board to approve it at its June meeting.

## **9 Status of Back-up PSAP Compliance**

Mr. Taylor began by observing that the July 1<sup>st</sup> deadline for Back-up PSAP plans to be implemented is approaching quickly. He met with representatives of both Robeson County and City of Lumberton shortly after the last Board meeting, discussing some of the issues they were facing. They stated they have already applied for a grant, but Mr. Taylor reminded them that grants won't be awarded until after the deadline has passed, so other possibilities are being explored which, though possibly not their desired solution, may yet meet the deadline.

Mr. Taylor reported Pitt County has said its implementation will be delayed due to getting funding approval and the whole process of procurement, and Winston-Salem has reported its situation is much along the same lines. For the benefit of new members of the Board who were not at the work session last May in Charlotte he related that the Board discussed at length what would happen to PSAPs that did not meet the deadline, as the statute requires the Board to either reduce, suspend, or terminate funding to such PSAPs after July 1, 2017. He observed that in the event it was evident that a PSAP had made every effort it could to comply but was delayed due to something like a vendor not being able to supply a necessary item in time to meet the deadline, board members had speculated that a minimal fund reduction might be appropriate. On the other hand, he pointed out, in the event it was evident that a PSAP had *not* made any substantive attempt to comply, what should the penalty be? To that end, he said he needs direction from the Board; should that go to the Standards Committee, since compliance to the back-up PSAP plan mandate is in the rules, or should it go to the Funding Committee since it involves funding of a PSAP? He admitted this does not need to be decided today, but it does require some consideration before the time to decide is upon us, leaving it up to the Board what its pleasure is in that regard.

David Bone asked if the PSAPs Mr. Taylor has specifically mentioned are the only ones that have contacted him, noting he thought Washington County had been mentioned before. Mr. Taylor replied that Washington County has modified its plan, but in his last communication with them they said they believed they could still meet the deadline, although he's not sure how they plan to do that. Mr. Bone recalled that the Board sent out a letter to PSAPs and County/City Governments previously, and wondered if that should be done again. Mr. Taylor replied that staff had clearly stated the situation at every one of the recent regional PSAP Managers meetings, so the PSAP managers at least should be aware. He added that Tina Bone had provided him with a list of 41 PSAPs that appear to be close enough to completion to meet the deadline, which he displayed onscreen. Ms. Bone then speculated that possibly 10 more may now be added to that list, but Mr. Taylor observed that will still only put us in the range of 90-odd PSAPs complying with the statutory mandate. He assured Mr. Bone, however, that he certainly would not have any problem at all with sending out another letter, adding that any help Mr. Bone and Mr. Grant could provide through the County Manager and City Manager listservs would be welcomed. He stressed that while the Board certainly does not want to hurt any PSAP, he thinks some are still not taking this seriously and the Board has a responsibility to enforce the General Assembly's directive.

John Moore asked what the consequence would be for failure to comply. Mr. Taylor referred the question to Mr. Bradford, who advised he thinks the consequences are what Mr. Taylor is politely trying to get to. He explained that the statute says that the Board may reduce, suspend, or terminate distributions, and one might think that the word 'may' means we can do one of those, two of them, or none of them—but that's *not* the case, because in order to receive funds a PSAP must comply with all of the laws, the rules, and the policies. He further explained that when the statute was amended to include this 'may' sentence, it was prescribing what the Board can do in the event a PSAP does not meet those requirements. He added he would point out that termination is the greatest sanction, suspension is almost as bad, so reduction is probably the more likely path. He postulated the question is how do you determine what to do—how do you determine what amount you think is appropriate—and that, he thinks, is the issue that Mr. Taylor is addressing when he asks which committee should sort through the problem with the information that's provided to the Board. Mr. Bradford summed up by saying the Board *must act*.

Mr. Bone asked if the statute specifies the timing for this, i.e. is it something that must be addressed at the July meeting? Mr. Bradford replied that since this pertains to the back-up plan implementations, the timing deadline is July 1<sup>st</sup>, so if a PSAP does not have its plan up and running by July 1<sup>st</sup>, the Board must act. He hypothesized that part of the discussion the Board should have is what it should do in anticipation of that, and the second part of the discussion is what to do following the deadline, knowing that some of these issues cannot be addressed in the time remaining prior to the deadline. Mr. Moore asked if we have to be consistent, or can we look at individual circumstances; if they have a plan that's just not completed but is in action versus people who are just being not responsive? Mr. Bradford counseled that from his perspective the Board had better be consistent; it's necessary to be both consistent and clear in how the decisions are made. He observed the judgement to be applied is the judgement of the Board, probably with staff input "...on each matter, on its own merits." By way of illustration, he offered that should you find two PSAPs are very similar in their circumstances, you should absolutely treat them the same way.

Sheriff Hagaman asked, that being said, would it be effective to send a letter and ask them to appear before this Board? Mr. Bradford replied that's something you could ask—to either meet with a committee or the Board—observing that having each of these PSAPs represented in a Board meeting may take up a fair amount of time and all of the Board members might not wish to do that at this stage, but perhaps meeting with a committee, a smaller group with more flexibility in meeting times, might provide a good segue.

Chuck Greene related that as he understands it we will have to act, probably at the July meeting, and asked if that would be the final action, or could we take an action at the July meeting and if there is a continued lack of response take a further action a few months later? Mr. Bradford replied he would discourage doing that; he thinks action must be taken at the July meeting. But, having said that, he continued that Mr. Greene's question begs another possibility, which is that the action is to say, perhaps, "Your funding will be reduced by this amount on October 1<sup>st</sup> if you do not act in the interim," or something of that nature. He suggested you can do something like that—there is a lot of flexibility here—the legislation provides that flexibility and the question is how you go about exercising that.

Mr. Moore then asked if we should notify them now that their funding is at risk, or have we already notified them? Mr. Bone responded we have notified them, which is why he suggested we might wish to send another letter just to remind them of that. Mr. Shipp observed that the Board's action on this will really set a precedent going forward, and offered that he really thinks the Board should have a work session about this in May to address this topic and make known in advance truly where we stand as a Board and what the consequence is. Mr. Bradford interjected that many times he thinks a lawyer is called upon to respond to "...can we do this or can we do that," and imagination is the only limitation on potential scenarios. So in order to be prepared for that, he would ask anyone who has any particular issues or a particular approach that they would like to talk about to share those thoughts with him. He pointed out it would be helpful for him to know that in advance so that he can prepare a reasonable response rather than appearing to be responding off the cuff. He also added that he thinks time is short, so if he doesn't hear from anyone, he will prepare something himself to bring to the May meeting. He encouraged people to feel free to send such thoughts to either him or Mr. Taylor or Chairman Boyette. Chairman Boyette agreed it is a short amount of time and a big decision, so we need to move on it.

Sheriff Hagaman asked Tina Bone how many PSAPs she thinks are likely to be at risk for things beyond their control such as slow vendor response or equipment unavailability or the like. Referring to the additional PSAPs she alluded to earlier in the meeting, Ms. Bone speculated that probably 7 of those may fit that scenario, and the remaining 20 didn't jump on as quick; they procrastinated so long that the vendors could not possibly meet the deadline. She observed that now they will probably say that they cannot meet the deadline because of the vendor, which may literally be true, but is in reality due to the PSAPs' procrastination rather than slow vendors. Mr. Taylor added that many PSAPs are using fiber to connect to their back-up PSAP, and staff has been trying to funnel all of those requests through DIT because of the pricing—there is a significant difference price-wise—and Ms. Tapler has been working very closely with that group at DIT, but again, it's a matter of the PSAP has to submit this information before it can go through the process. He observed you cannot wait until June 1<sup>st</sup> to order fiber and reasonably expect it to be in place by July 1<sup>st</sup>, and then blame it on the vendor.

Mr. Shipp noted that vendor issues aside, staff did have a 'cookie-cutter, push-cart' solution, if you will, to at least solve the problem at hand to meet the deadline we continue to discuss. Mr. Taylor affirmed that statement, sharing that the Raleigh-Wake PSAP has offered to be a back-up for any PSAP in the state, and if a PSAP is using the same A911 network used there, there is little to no expense involved, and 911 calls, whether from Murphy to Manteo or anyplace in between, can be answered at Raleigh-Wake. Observing that is a very 'doable' thing, he said the problem is the mindset that "You can't answer my 911 call in Raleigh," when the reality is that you can. Noting that the statewide Viper radio system is available in many instances for dispatch, he added that now the UNCTV tower network has also been made available to us. He summarized that we've got all types of solutions, adding that one of his favorite phrases is, "Technology is not the problem—people are the problem."

Mr. Greene stated he liked Mr. Shipp's suggestion for a work session and asked how that could be accomplished—does a motion need to come from the Board or can the Chair decide at his discretion or what? Chairman Boyette replied he would like a motion to come from the Board, and Mr. Greene made a motion that the back-up PSAP issue and all its ramifications should be the topic of a Board work session in May. Mr. Moore seconded. Mr. Bone asked if it will just be for the Board, not PSAP representatives. Mr. Taylor assured him it will

be just the Board, and staff will compile a complete list of every PSAP and its status as of that date, where they are in the process, so Board members can get a feel for what's going on. Mr. Bone asked if that will be the Thursday before the Board meeting on Friday, and Mr. Taylor replied he was thinking of having an abbreviated Board meeting followed by the work session, all on Friday. Mr. Shipp concurred, saying that his thoughts when he brought up the subject were for no more than an hour or two of work session in conjunction with the regular meeting. Hearing no further discussion, Chairman Boyette called the motion, which passed unanimously.

### **Other Items**

Mr. Bone mentioned that he and Mr. Taylor wished to provide a brief update on the funding model. Mr. Taylor related that the Funding Committee at its last meeting decided that since we have had so much trouble in trying to acquire some academic help in developing a new funding model that we would press on ourselves; we have the data, it's just a matter of how we can work that data and how it will look. He added that interestingly enough, however, after that decision was made, a professor from ASU contacted him, very much interested in taking up this project. Mr. Taylor said they talked at length, and the professor has spoken with several of his colleagues, and they are proposing doing this as a summer project for grad students. He noted that the summer semester is only five weeks long, and the professor feels like this is a real-world situation for them to work on and he would love to let them try. Mr. Taylor related their proposal is that if we are willing to let them work on this, and we like the result, we can make a donation to the program; if we don't like it, we're not obligated to do anything. He mentioned that he and Mr. Bone talked about it a little bit before the Board meeting, and although they think it would be good to let the Funding Committee continue working on it, it would be wise to also take advantage of this offer—as has been said many times, having a fresh set of eyes to look at these numbers and look at this problem would be ideal.

### **Adjourn**

Hearing no other items to come before the Board, Chairman Boyette thanked everyone for their time—and their volunteerism—reiterating that he knows this is an important Board, certainly important to him. He also thanked them for welcoming him in, and said he looks forward to working with them going forward. He adjourned the meeting at 11:40 AM.

## Consent Agenda

Richard Taylor

- a) 2) *Minutes of May 31, 2017 Board Meeting  
(teleconference)*

**North Carolina 911 Board Meeting****MINUTES****WebEx Teleconference****May 31, 2017****11:00 AM – 12:00 PM**

<b><u>Members Present</u></b>	<b><u>Staff Present</u></b>	<b><u>Guests</u></b>
David Bone (NCACC) Martin County	Ron Adams (DIT)	
Eric Boyette (NC CIO) Board Chair	Richard Bradford (DOJ)	
Josh Brown (LEC) CenturyLink	Tina Bone (DIT) (phone)	
Heather Campbell (CMRS) Sprint	Ronnie Cashwell (DIT)	
Eric Cramer (LEC) Wilkes Communication	Dave Corn (DIT)	
Chuck Greene (LEC) AT&T	David Dodd (DIT)	
Len Hagaman (Sheriff) Watauga County	Karen Mason (DIT)	
Dinah Jeffries (NCAPCO) Orange Co Emergency Services	Marsha Tapler (DIT)	
Jeff Ledford (NCACP) City of Shelby PD	Richard Taylor (DIT)	
John Moore (VoIP) Spectrum Communications		
Niraj Patel (CMRS) Verizon		
Jeff Shipp (LEC) Star Telephone		
Jimmy Stewart (NCAREMS) Hoke Co 911		
Slayton Stewart (CMRS) Carolina West Wireless		
Donna Wright (NENA) Richmond Co Emergency Services		
<b><u>Members Absent</u></b>	<b><u>Staff Absent</u></b>	<b><u>WebEx Guests</u></b>
Andrew Grant (NCLM) Town of Cornelius		Byron Burns, CRS
Greg Hauser (NCSFA) Charlotte Fire Department		Caleb Dispenza, Madison Co 911
		Brian Drum, Catawba Co 911
		Mike Edge, Scotland Co 911
		Jon Greene, GeoComm
		Dell Hall, Stokes Co 911
		Christine Moore, Guilford Metro 911
		Melanie Neal, Guilford Metro 911
		Teresa Ogle, Madison Co 911
		Wade Sanstra, Synergem
		Brenda Womble, Wilson Co 911

**Call to Order:** Chairman Boyette called the meeting (a teleconference) to order at 11:00 AM and asked 911 Board Executive Director Richard Taylor to call the roll.

**Roll Call:** Mr. Taylor called the roll in alphabetical order. All Board members responded except Eric Cramer, Andrew Grant, Greg Hauser, and Niraj Patel. Mr. Taylor advised that he and Sheriff Hagaman were present at the Phillips Building, as were Karen Mason and Marsha Tapler; Tina Bone, Dave Corn, and Ronnie Cashwell checked in over the phone, as did Richard Bradford. Mr. Taylor reported a quorum was present.

**1. Chairman's Opening Remarks:** Chairman Boyette expressed the hope that everyone had a great holiday weekend, and thanked them for making themselves available today.

**2. Ethics Awareness/Conflict of Interest Statement:** Chairman Boyette read the statement printed in the Agenda. Chuck Greene advised he would abstain from voting on agenda item 3.a)i, the funding reconsideration request for Iredell County, and Josh Brown advised he would abstain from voting on item 3.a)iii, the funding reconsideration request for Surry County.

**3. Funding Committee Report:**

a) Funding Reconsideration Request

i) Iredell County—Funding Committee Chair David Bone provided details about Iredell County's application for financial reconsideration, noting it does involve the county's Back-up PSAP Plan implementation, mainly for radio consoles. He advised its fund balance will be used for the 911 phone system, implementation of a new CAD system, and other miscellaneous back-up expenses. He reported that the Funding Committee does unanimously recommend approval of the proposed one-time increase of \$439,393.56 for FY2017-18, and invited Marsha Tapler to add any additional details she finds pertinent; she advised she had nothing to add.

Chairman Boyette asked for any further discussion, and hearing none called a vote on the committee recommendation. The vote carried unanimously, with Chuck Greene in abstention.

ii) McDowell County—Mr. Bone introduced McDowell County's financial reconsideration request, observing it, too, involved the county's Back-up PSAP Plan implementation, which is forecast to be operational in June. He noted that this request involves a "collision of competing needs" not seen by the 911 Board before, namely the Back-up PSAP implementation requirements as well as operating expenses. He added the county had requested a financial reconsideration back in the fall but was turned down because it needed to spend down its fund balance first, and now that is the case. He said the Funding Committee unanimously recommends approval of the proposed one-time increase of \$34,444.00 for FY2017-18, and invited Ms. Tapler to add any additional details she finds pertinent. She simply confirmed that they have, indeed, spent down their fund balance.

Chairman Boyette asked for any further discussion, and hearing none called a vote on the committee recommendation. The vote carried unanimously without abstention.

iii) Surry County—Mr. Bone next turned to Surry County's funding reconsideration request, which also involves its Back-up PSAP Plan implementation. He noted the county has already purchased some items for its Back-up PSAP, and has used or is currently using its fund balance for some of its procurement needs. He said this request is to enable the county to purchase other items for its back-up implementation, namely a recorder, monitors and workstations to be used in its back-up plan with Stokes County, as well as new TC chairs for its primary PSAP. He advised the Funding Committee unanimously recommends approval of the proposed one-time increase of \$68,458.00 for FY2017-18. He again asked Ms. Tapler if she had anything to add; she replied she did not.

Chairman Boyette asked for any further discussion, and hearing none called a vote on the committee recommendation. The vote carried unanimously with Josh Brown in abstention.

iv) Approval of FY18 PSAP Distribution—Mr. Bone reported that the Funding Committee has unanimously approved the proposed FY18 PSAP Distribution as presented in a spreadsheet in the agenda packet, asking Ms. Tapler or Mr. Taylor to review the highlights of the proposal. Mr. Taylor asked Ms. Tapler to speak to how the 20% carry-forward amount is calculated and how it is used to determine whether a reduction or 'non-reduction' in future funding is necessary based upon the five-year rolling average.

Displaying a copy of the spreadsheet onscreen, Ms. Tapler explained there are three steps in the process, beginning with averaging the prior two fiscal years' funding distributions and multiplying that average by 20% to determine the approved carry-forward amount. Any fund balance increase or decrease during those same two years is next compared to the 20% carry-forward amount; if it is in excess of the allowable carry-forward, the proposed funding for next year is reduced by that excess—if it is not in excess of the allowable carry-forward, no modification is made. The result is the proposed funding amount for the new fiscal year.

Mr. Bone mentioned it might be good for her to mention the status of last year's revenue-expenditure report reviews. Mr. Taylor offered to field that, observing that normally by this time of year all PSAP revenue-expenditure reports for the prior fiscal year have been reviewed and approved, allowing for very accurate year-end expenditure totals to use in calculating the next fiscal year's distributions using the five-year rolling average. He noted, however, that due to the inordinate demands placed upon staff this year relating to the Back-up PSAP mandate, including myriad funding reconsideration requests attendant to that mandate, this year's revenue-expenditure report approval process is still incomplete. To contend with that, he proposes that the amounts provided in the un-reconciled reports be accepted as presented at this time and applied to calculating the five-year rolling average distribution amount for FY18. He added, however, that once those reports have been reviewed, should reconciliation of them result in modifications of the amounts as presented, such modifications will be applied to FY19 distributions.

Jeff Shipp offered that he thinks that is all that could be done, and he agrees with the proposed resolution to that dilemma. Mr. Taylor observed staff has been working as hard as possible on this, but he does not want to penalize any PSAP which has submitted its report due to our not having been able to complete our process. He stressed that he has to give Ms. Tapler kudos

for putting in many very long and hard extra hours trying to get everything accomplished. Mr. Shipp asked how many reports have not yet been reconciled; Ms. Tapler replied about 60 out of 129 have yet to be reviewed.

Addressing Chairman Boyette, Mr. Bone offered that the Funding Committee is asking the Board to approve these distributions at this time. Chairman Boyette opened the floor to further discussion; Mr. Taylor observed that the grand total of \$50,109,994.61 for all the proposed distributions must be recorded in the minutes and for the auditor.

Hearing no further discussion, Chairman Boyette called the vote on the committee recommendation. The recommendation carried without opposition or abstention.

**4. Discussion on S257:** Chairman Boyette asked Mr. Taylor to speak to Senate Bill 257. Mr. Taylor said he had contacted several legislators, unfortunately mostly through text message or voicemail, about S257, and there doesn't seem to be much concern among them about the language enabling SHP to apply for 911 Board grants, reasoning that just because SHP may apply for a grant does not mean they must be awarded one.

Chairman Boyette said he hadn't checked this morning on the House Budget that came out last night and asked Mr. Taylor if he had seen any follow-up. Mr. Taylor replied he had not, but had texted with one of the Appropriations chairs last night trying to explain the situation to her and had not had the opportunity to check this morning to see if anything had changed as a result. He added that David Bone had indicated he was going to try to make contact, as well as lobbyists from several other organizations, including the Sheriffs' Association, noting he was aware that it was heavily involved in this.

Mr. Bone offered that he, too, had had to resort to text communications, but had reached out to the County Commissioners' Association. He said that the feedback he had received had been much as Mr. Taylor has already reported—little concern among legislators—but also that while the Department of Public Safety (DPS) didn't have anything to do with drafting this language, it is now supporting it. Chuck Greene interjected that he had just looked up the House version of the budget which was released this morning, and on page 258, section 16b.7, that provision is still there.

Addressing Chairman Boyette, Mr. Bone observed he is concerned that although legislators may say that SHP doesn't necessarily have to be awarded a grant, if SHP is given the authority to apply, the implication that seems to go hand-in-hand with that authority is that the Board must give such an application full consideration. Sheriff Hagaman offered that something which came up in the Sheriffs' Association discussion was how would SHP's communications centers be certified as primary PSAPs—even *if* they could be certified. Chairman Boyette said that's right, they would have to be held to the same standards. Mr. Bone added another concern is that this also would appear to open the door for other agencies to seek the same opportunity as well.

Jeff Shipp concurred with Mr. Bone's observation, saying that as much as he respects and supports SHP, he does not think this is an appropriate avenue for them to use in seeking

additional sources of revenue. He offered that he, personally, would like to see the Board take a stance in opposition to this, but he would leave it up to Chairman Boyette and the Board to determine where they want to go with this. Chairman Boyette asked if there was any further comment to Mr. Shipp's observation, and Slayton Stewart replied he would throw his support behind such a stance. Donna Wright advised that the President of North Carolina NENA and its executive committee adamantly opposes that section of the proposed budget bill. Dinah Jeffries said the same is true of the North Carolina APCO chapter President and executive committee—adamant opposition.

Chairman Boyette observed it sounds like there is a lot of support from the Board in opposition to the language, and asked Mr. Taylor to talk with him about this and how to draft some talking points for Board members and others who are in support of the Board's position as well. He then asked if the House and Senate versions of the bill are identical, and Mr. Greene replied yes, they are the same. Chairman Boyette then observed that means they won't go to conference. Mr. Taylor then asked if it was correct that the language would have to be pulled before the House votes on it, rather than when the bill goes into conference, and many voices simultaneously called out, "Correct." Mr. Bone asked when the vote is scheduled, and Mr. Greene replied that right now they're looking at voting later this week—the bill is in House Appropriations this morning, but the House has still not released what it's going to do for state employees and teachers, so depending upon that, it could be delayed—but the plan is still to hold the final vote in the House by the end of the week.

Mr. Shipp interjected that he's sure no one wants to be perceived as being in any way against Highway Patrol, but that this is the wrong direction to look for *potential* sources of revenue, and again, it just creates a precedent going forward for other agencies to look at the Board for additional forms of revenue that are outside the true original 911 call-taking bill. Mr. Taylor said that he has mentioned in committee meetings that with the ESINet award very soon to take place he finds this premature because once it is up and running we will be able to connect SHP's six communications centers to our primary PSAPs through that network and truly be able to share 911 voice and data with them, which cannot be done today. He added that if, hypothetically speaking, they did receive a grant today, anything they got today would not be able to provide that capability.

Mr. Bone asked Mr. Shipp if his comment to have the Board take a unified stance against this language was intended as a motion. Mr. Shipp replied it wasn't a motion then, but he would be happy to make it one now. He reiterated that he hates to take a stance against SHP, but he feels like this is not the avenue for them to follow in their search for additional revenue. Chairman Boyette asked how the Board feels about it, and Mr. Bone said he seconded the motion. Mr. Taylor speculated that together with the legislative liaison from DIT he could, by this afternoon, craft the talking points Chairman Boyette alluded to earlier without looking like we're against the Highway Patrol, but instead, looking for a better solution in the future. Mr. Shipp interjected he echoes that point; once the ESINet is up and running he thinks it would behoove all of us to be able to communicate with SHP through that avenue at that time and looks forward to working with them on that rather than just funding in advance for non-911 purposes.

Mr. Greene proposed that a list of all the public safety organizations which are opposed to this provision be included in the talking points being developed, showing strength in numbers. Chairman Boyette agreed, saying that's why he wants to make sure we put everything together and have the same message going forward. He observed that while we can send a letter from our Board, if we can show concurrence with other groups it will have more strength. He also stressed that we must have facts—facts are very important to this group—and once again asked for the pleasure of the Board. Heather Campbell asked if there wasn't a motion on the table, and Mr. Taylor replied there was, made by Mr. Shipp, for the Board to put together a letter/talking points indicating the 911 Board's opposition to this legislation, seconded by Mr. Bone.

Chairman Boyette asked if there was any further discussion, and hearing none, called the vote. The motion carried unanimously, after which he asked Mr. Taylor to put together a draft and get it out to everyone, ensuring we also get it to Bill Holmes, who is DIT's legislative liaison, so he can work with the appropriate chairs.

Mr. Bone directed a question at Chief Ledford and Sheriff Hagaman, saying he had just received an email from the County Commissioners' Association saying that the Sheriffs' and Police Chiefs' Associations are neutral on this and asking if that was their understanding. Sheriff Hagaman said there are "...like five different categories, and they are just not taking a stance one way or another." Chief Ledford said his group is still in discussion about it, emailing back and forth. He said some of the discussion was about SHP wanting to upgrade equipment to help them get to emergencies quicker, so the Police Chiefs are getting some talking points on that, adding he thinks the ones Mr. Taylor is going to send out will be important to them as well. He offered that once he receives Mr. Taylor's talking points he will send them to his board so they can have some discussion as well.

**Other items:** Chairman Boyette asked if there were any other outstanding items to come before the Board. Mr. Shipp reminded everyone that the Technology Committee will be meeting on June 20<sup>th</sup> at 2:00 PM and strongly encouraged all Board members who do not feel they would have a conflict attending this meeting to either dial in or attend in person. He advised the committee will be discussing the ESINet RFP award and he would like to have all Board members become as knowledgeable as they can through the committee, mainly to save time when the committee's recommendation is brought before the full Board at its June 23<sup>rd</sup> Board meeting and work session. Mr. Shipp added that if someone feels they may have a conflict, reach out to staff and he's sure they would be willing to assist to ensure whether or not there is one.

**Adjourn:** Chairman Boyette observed this was a very, very fast meeting with good discussion on S257 and he looks forward to some more information on that. He again thanked everyone for their participation and the Funding Committee for all its hard work, adjourning the meeting at 11:34 AM.

Consent Agenda

Richard Taylor

3b) *Network Specialist Report – Tina Bone*

## 911 Network Specialist Report

May 2017

May 4 <sup>th</sup> -	Education Committee Meeting
May 9 <sup>th</sup> -	Forsyth County
May 10 <sup>th</sup> -	Davie County
May 11 <sup>th</sup> -	Davidson County, Randolph County
May 24 <sup>th</sup> -	Technology Committee Meeting
May 25 <sup>th</sup> -	Reviewer Training
May 31 <sup>st</sup> -	Hertford County

Other than a couple of PSAP visits, we've reviewed several PSAPs.... Forsyth, Davie, Cumberland, and Hertford Counties. More reviews are being scheduled, however; July is booked with PSAP Manager meetings, etc. so we most likely will begin reviewing again in August.

For the most part, this month has been helping PSAPs find partners for interim backup implementation. There have been several PSAPs that have said they would not be ready with their backup implementation on July 1, 2017. Most of those have already partnered with another PSAP and have given us addendums to their backup plans. There may be a couple that won't make the legislative deadline and we are trying fervently to come up with a solution for them.

**Dave Corn**  
**Monthly Report**  
**June 2017**

**Technology Committee**

The Subject Matter Experts, our Consultant and I have been working on the ESInet and Hosted CPE Bids as well as the GIS RFP. In addition I have been working on CAD Interoperability as well as Radio Interoperability with the SWIC.

**Standards Committee**

Participated in the compliance reviews of the following PSAPs Forsyth County, Cumberland County, Hertford County, and Rowan County. The role of Staff in these reviews is to ensure that all they are conducted the same so that continuity is maintained across the State and to assist with rules interpretation when asked. The reviews are proceeding well. The PSAPs of the Peer Reviewers are being reviewed first.

**ECaTS**

Managed ECaTS and supported ECaTS and PSAPs on service related issues. As backup sites are being implemented the distribution of RDDMs at each site is increasing. Implemented a password refresh program.

**Funding Committee**

Providing ECaTS data to the Appalachian State University graduate students working on the new Funding Model. Met with them to explain the data and answer questions on how a PSAP operates.

**NASNA**

Attended the annual NASNA conference in San Antonio. Talked to other states also pursuing a NextGen 9-1-1 solution.

**PSAPs**

Worked on and am continuing to work on a variety of technical issues with PSAPs.

Consent Agenda

Richard Taylor

e) Grant Project Updates



**Dare –Tyrrell and Hyde Counties  
Regional Emergency Communications Center (RECC)  
Monthly Progress Report**

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**May 2017**

<b>Activity</b>	<b>This Period</b>	<b>Next Period</b>
<b>1. Design</b>	<ul style="list-style-type: none"><li>• All design activities completed</li></ul>	<ul style="list-style-type: none"><li>• No further actions required</li></ul>
<b>2. Permits</b>	<ul style="list-style-type: none"><li>• Building Complete – No further action required</li></ul>	<ul style="list-style-type: none"><li>• No additional action planned</li></ul>
<b>3. Construction</b>	<ul style="list-style-type: none"><li>• Building completed – No further action required</li></ul>	<ul style="list-style-type: none"><li>• No activity planned</li></ul>
<b>4. Communications Systems</b>	<ul style="list-style-type: none"><li>• Delay in transitioning Hyde County dispatch into the RCC due to negotiations of Hyde County tower lease agreements</li><li>• Communications Shelter grounding completed</li></ul>	<ul style="list-style-type: none"><li>• Motorola radio Core to be relocated from back-up center to RECC</li><li>• Estimated relocation of Hyde County into RCC – July 30, 2017</li></ul>
<b>5. Other Activity</b>	<ul style="list-style-type: none"><li>• RCC is fully operational with Dare and Tyrrell Counties</li></ul>	<ul style="list-style-type: none"><li>• Project Completed</li></ul>



# Graham County E911 Enhancement/Replacement Monthly Progress Report

May, 2017

Activity	This Period	Next Period
<b>1. Design</b>	<ul style="list-style-type: none"><li>Design complete</li><li>Western Builders of Sylva was the selected General Contractor</li><li>Value engineering has been ongoing to keep in budget but ensure functionality</li></ul>	<ul style="list-style-type: none"><li>Value engineering as needed such as security cameras and monitors</li></ul>
<b>2. Permits</b>	<ul style="list-style-type: none"><li>Graham County permitting is completed for pre-construction activities</li></ul>	<ul style="list-style-type: none"><li>Construction permitting completed</li></ul>
<b>3. Construction</b>	<ul style="list-style-type: none"><li>Broke ground 1<sup>st</sup> week of April but due to wet weather construction progress has been slow</li><li>Utility infrastructure has been run to the building site</li></ul>	<ul style="list-style-type: none"><li>Continue with building construction</li></ul>
<b>4. Communications Systems</b>	<ul style="list-style-type: none"><li>Radio system review and transition planning continues</li><li>MCP and all technology vendors continue discussions and the creation of the technology implementation and test plan</li><li>Radio Tower will be bid separately from building construction and specs are being developed</li></ul>	<ul style="list-style-type: none"><li>MCP and all technology vendors will work on the technology implementation plan</li><li>MCP will continue interoperability discussions with Swain and Jackson counties for coordination as they will serve as virtual backups</li><li>MCP will continue coordination of communications plan development</li></ul>
<b>5. Other Activity</b>	<ul style="list-style-type: none"><li>MCP conducts conference calls with County and vendors, and site visits for coordination and milestone completions</li></ul>	<ul style="list-style-type: none"><li>MCP will continue weekly conference call schedule with the County</li><li>Monthly construction meetings are now being held the 4<sup>th</sup> Tuesday of each month which started in May</li></ul>



## Hyde County

### Dare-Tyrrell-Hyde Regional Emergency Communications Center (DTH-RECC) – Hyde County Radio Communications & Simulcast Paging System

#### Monthly Progress Report

May, 2017

Activity	This Period	Next Period
<b>1. Design</b>	<ul style="list-style-type: none"><li>Load and structural issues at Ocracoke tank and Englehard have been addressed</li><li>Discussions between Dare, Hyde and the State as to the re-location of an antenna on the Hatteras tower site. Motorola will do coverage testing to ensure no loss of coverage</li></ul>	<ul style="list-style-type: none"><li>Construction and installation continues at the towers/tanks identified in the project as the State approves</li><li>Discussions with Dare County will continue to adjust antenna and microwave locations on the Hatteras tower site</li></ul>
<b>2. Permits</b>	<ul style="list-style-type: none"><li>Permitting process has been completed</li><li>FCC licensing for paging has been approved</li><li>Microwave frequencies/licensing has been approved</li></ul>	<ul style="list-style-type: none"><li>No additional permitting work anticipated at this time</li><li>Microwave equipment has arrived at Gately</li></ul>
<b>3. Construction</b>	<ul style="list-style-type: none"><li>Construction documents were updated and are finalized</li><li>Final drawings are complete</li></ul>	<ul style="list-style-type: none"><li>Gately Communications will continue installation of equipment at towers/water tanks sites included in the project as the State approves</li></ul>
<b>4. Communications Systems</b>	<ul style="list-style-type: none"><li>All of the communications equipment has arrived and has been staged at the Kill Devil Hills shop</li></ul>	<ul style="list-style-type: none"><li>Equipment will be installed at all sites in preparation for cutover as the State approves</li><li>Hyde County will continue preparation for transition to consolidated dispatch center</li></ul>
<b>5. Other Activity</b>	<ul style="list-style-type: none"><li>The State is now requiring lease agreements at all State sites before equipment can be installed. The lease agreements require a power study to accompany the request. This is a new process that the State is working through and is causing delays in this project.</li></ul>	<ul style="list-style-type: none"><li>MCP will continue bi-weekly conference calls with the Client and Gately</li><li>Hyde County will continue preparation for transition to consolidated dispatch center. We are working with the State to resolve the lease agreements so a new cutover date can be planned</li></ul>



**Richmond County**  
**PSAP Consolidation and Construction**  
**Monthly Progress Report**

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**May 2017**

<b>Activity</b>	<b>This Period</b>	<b>Next Period (Anticipated)</b>
<b>1. Design</b>	<ul style="list-style-type: none"><li>• N/A</li></ul>	<ul style="list-style-type: none"><li>• No further activity anticipated</li></ul>
<b>2. Permits</b>	<ul style="list-style-type: none"><li>• N/A</li></ul>	<ul style="list-style-type: none"><li>• No further activity anticipated</li></ul>
<b>3. Construction</b>	<ul style="list-style-type: none"><li>• Continued erosion control</li><li>• Approved two change orders; one for erosion control and one for electrical</li><li>• Conducted soils test and received new reports</li><li>• Re-surveyed site for property line confirmation; received confirmation of accuracy</li><li>• Completed site grading</li><li>• Installed project sign</li><li>• Received subcontractor notices</li><li>• Reviewed electrical and grounding submittals from subcontractor</li><li>• Provided responses to grounding submittals</li><li>• Answered grounding questions</li><li>• Prepared footing preparations</li><li>• Poured footings</li><li>• Held first monthly construction meeting</li><li>• Held meeting with electrical subcontractor and grounding subcontractor to discuss site and facility grounding</li><li>• Maintained photographic record of progress – ongoing</li></ul>	<ul style="list-style-type: none"><li>• Lay conduits for electrical</li><li>• Pour foundation (late June / early July)</li><li>• Continue general construction activities</li><li>• Hold monthly construction meeting</li><li>• Keep weekly photographic record of progress – ongoing</li></ul>
<b>4. Communications Systems</b>	<ul style="list-style-type: none"><li>• No activity this period</li></ul>	<ul style="list-style-type: none"><li>• Prepare timeline for communications technology within center</li></ul>
<b>5. Other Activity</b>	<ul style="list-style-type: none"><li>• Prepared and published generator request for bid (RFB)</li><li>• Received two bids for generator</li><li>• Held discussion with Rockingham PD regarding staffing concerns and possible early consolidation</li><li>• Conducted numerous calls between County and MCP</li></ul>	<ul style="list-style-type: none"><li>• Re-publish generator RFB</li><li>• Receive generator bids end of month</li><li>• Continue discussions with Rockingham PD</li><li>• Begin work on law enforcement protocols</li><li>• Conduct technology planning</li></ul>



**Richmond County**  
**PSAP Consolidation and Construction**  
**Monthly Progress Report**

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Activity	This Period	Next Period (Anticipated)
	<p>regarding project needs and status updates</p> <ul style="list-style-type: none"><li>• Conducted budget review</li><li>• Contacted Procurement on several occasions to discuss procurements</li><li>• Held progress meeting between County and MCP</li></ul>	<p>meeting</p> <ul style="list-style-type: none"><li>• Schedule first law enforcement user group meeting</li><li>• Review current standard operating procedures (SOPs) – ongoing</li><li>• Regular communications with project team, as needed – ongoing</li></ul>

***Previously achieved milestones:***

***Milestones achieved in April:***

***Milestones achieved in May:***

### June goals:

[illegible]

**CHOWAN COUNTY SHERIFF'S OFFICE**

**POST OFFICE BOX 78**

**EDENTON, NORTH CAROLINA 27932**

**DWAYNE GOODWIN  
SHERIFF**

**OFFICE PHONE:  
(252) 482-8484  
FAX NUMBER:  
(252) 482-5813**

May 30, 2017

Richard Taylor, Executive Director  
N.C. 911 Board  
P.O. Box 17209  
Raleigh, NC 27609

RE: June 1<sup>st</sup> 2017 monthly report

Richard,

Reference Exhibit "A" paragraph four of the grant agreement between Chowan County and the North Carolina 911 Board, this letter is the monthly report for June 1<sup>st</sup> 2017 highlighting the work completed up to the date of this letter.

Chowan Central Communications is located within the city limits of Edenton so to construct the tower we must follow the local ordinances of the Town of Edenton. We are actively working with town personnel on getting the location approved by the town.

In order to meet the town requirements we have moved forward with performing the soil study. We have utilized local funds and selected the contractor based upon their ability to perform the study weeks before the others. In the initial study the contractor has found a soft clay layer in the 10ft to 14ft range. The contractor returned and performed a Shelby Tube sampling and consolidation testing in order to provide the most accurate report.

The two applications submitted to the Town of Edenton are on hold until an engineer has provided drawings for the tower. As a reminder the first application is a variance request to allow relief from the setback requirements since Chowan County owns both pieces of property affected and combining the two parcels was not feasible. The second application is a conditional use permit (CUP) for tower construction.

The soil study has been received and has been incorporated into the request for proposal (RFP). The RFP is being reviewed by county staff before being reviewed by the county attorney. Upon the county attorney review the RFP will be distributed in accordance with section 2 (d).

Reference section 2 (c) of the grant agreement the actual budget of this project has not changed.

Please no surprises and let me know if you have any questions.

Sincerely,

Cordell Palmer, Director  
Chowan Central Communications



**Lincoln County PSAP, NC**  
**PSAP Project Grant Project**  
**Monthly Progress Report**

**May, 2017**

<b>Activity</b>	<b>This Period</b>	<b>Next Period</b>
<b>1. Design</b>	<ul style="list-style-type: none"><li>Received and reviewing 1<sup>st</sup> draft of the Design Documents (DD)</li><li>Coordinating tower requirements</li></ul>	<ul style="list-style-type: none"><li>2nd draft of the Design Documents (DD) due 2 June</li><li>Coordinating specifications for construction</li></ul>
<b>2. Permits</b>	<ul style="list-style-type: none"><li>Beginning permitting requirements for tower</li><li>Determine need for FAA and FCC requirements</li></ul>	<ul style="list-style-type: none"><li>Continue with permitting requirements for tower</li></ul>
<b>3. Construction</b>	<ul style="list-style-type: none"><li>No action</li></ul>	<ul style="list-style-type: none"><li>No action</li></ul>
<b>4. Communications Systems</b>	<ul style="list-style-type: none"><li>Coordination requirements for Microwave tower</li><li>Drafting RFP for tower and microwave</li></ul>	<ul style="list-style-type: none"><li>Tower RFP draft to County for review</li></ul>
<b>5. Other Activity</b>	<ul style="list-style-type: none"><li>MCP conducted bi-weekly conference calls with the clients</li><li>Conducted on site meeting for technical equipment and time line</li><li>Coordinating specifications for building based on County building (security, access control, etc.)</li></ul>	<ul style="list-style-type: none"><li>MCP conducted bi-weekly conference calls with the clients</li><li>Coordinating specifications for building based on County building (security, access control, etc.)</li></ul>



**Martin County PSAP and Regional Backup Facility, NC**  
**PSAP Consolidation Project – Phase II – Grant Project**  
**Monthly Progress Report**

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**May, 2017**

<b>Activity</b>	<b>This Period</b>	<b>Next Period</b>
<ul style="list-style-type: none"><li>• <b>Design</b></li></ul>	<ul style="list-style-type: none"><li>• Design Charrette meeting conducted on May 2, 2017</li></ul>	<ul style="list-style-type: none"><li>• Review 1<sup>st</sup> Design drawings from Schrader Group –June 6</li></ul>
<ul style="list-style-type: none"><li>• <b>Permits</b></li></ul>	<ul style="list-style-type: none"><li>• No action</li></ul>	<ul style="list-style-type: none"><li>• No action</li></ul>
<ul style="list-style-type: none"><li>• <b>Construction</b></li></ul>	<ul style="list-style-type: none"><li>• No action</li></ul>	<ul style="list-style-type: none"><li>• No action</li></ul>
<ul style="list-style-type: none"><li>• <b>Communications Systems</b></li></ul>	<ul style="list-style-type: none"><li>• CPE equipment has been purchase and installation at temporary Martin County Backup site (Meadows Road)</li></ul>	<ul style="list-style-type: none"><li>• Address communication system requirements at the design meeting</li></ul>
<ul style="list-style-type: none"><li>• <b>Other Activity</b></li></ul>	<ul style="list-style-type: none"><li>• MCP conducted bi-weekly conference calls with the clients</li></ul>	<ul style="list-style-type: none"><li>• MCP conducting bi-weekly conference calls with the clients</li></ul>



**Mitchell County PSAP and Regional Backup Facility, NC**  
**PSAP Backup Consolidation Project – Phase II – Grant Project**  
**Monthly Progress Report**

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**May, 2017**

<b>Activity</b>	<b>This Period</b>	<b>Next Period</b>
<b>1. Design</b>	<ul style="list-style-type: none"><li>• Programming meeting with MCP, the County and Stewart-Copper-Newell was held on May 11, 2017 to discuss preliminary design</li></ul>	<ul style="list-style-type: none"><li>• Continue design and budget discussion with County and architect</li><li>• Continue to work with architect and County on an efficient floor/building design</li></ul>
<b>2. Permits</b>	<ul style="list-style-type: none"><li>• No action</li></ul>	<ul style="list-style-type: none"><li>• The County will be addressing permitting in the next period.</li></ul>
<b>3. Construction</b>	<ul style="list-style-type: none"><li>• No action</li></ul>	<ul style="list-style-type: none"><li>• As the design becomes semi-finalized there will be specific discussions to hire a Construction Manager at Risk such as cost and benefit</li></ul>
<b>4. Communications Systems</b>	<ul style="list-style-type: none"><li>• Preliminary discussions regarding 911 systems with County and current vendors are on-going</li></ul>	<ul style="list-style-type: none"><li>• Continue developing technology plan</li></ul>
<b>5. Other Activity</b>	<ul style="list-style-type: none"><li>• Planning site visits to Swain and Jackson as the County personnel are available</li></ul>	<ul style="list-style-type: none"><li>• Conduct site visits</li><li>• Conduct bi-weekly conference calls and calls as needed</li></ul>



**Pasquotank County PSAP, NC**  
**PSAP Consolidation Project Grant Project**  
**Monthly Progress Report**

**March, 2017**

<b>Activity</b>	<b>This Period</b>	<b>Next Period</b>
<b>1. Design</b>	<ul style="list-style-type: none"><li>• Martin County still working on the design drawings</li></ul>	<ul style="list-style-type: none"><li>• Anticipate first set of design drawings from Schrader Group on June 6</li></ul>
<b>2. Permits</b>	<ul style="list-style-type: none"><li>• No action</li></ul>	<ul style="list-style-type: none"><li>• No action</li></ul>
<b>3. Construction</b>	<ul style="list-style-type: none"><li>• No action</li></ul>	<ul style="list-style-type: none"><li>• No action</li></ul>
<b>4. Communications Systems</b>	<ul style="list-style-type: none"><li>• Coordinating with Martin County's temporary Backup PSAP on Meadows Road</li><li>• Customer Premise Equipment (CPE) Meadows Road site is ready for install</li><li>• Grounding and electrical requirements for Meadows Road site to support radios is being worked on with Martin Co. electrician</li></ul>	<ul style="list-style-type: none"><li>• Coordinating temporary Backup PSAP on Meadows Road equipment and connectivity</li><li>• CPE equipment schedule to be installed June 6. Testing 13b &amp; 14 June</li><li>• New Paging System vendors being reviewed by MCP</li><li>• Radio equipment PO is being reviewed (Gately Communications)</li></ul>
<b>5. Other Activity</b>	<ul style="list-style-type: none"><li>• MCP conducted bi-weekly conference calls with the clients</li><li>• Purchase equipment list for network equipment is being reviewed by MCP with Pasquotank IT (specifically for Meadows Road site)</li><li>• Request for fiber connection between Meadows Road and Elizabeth City has been requested to NC IT and has been approved</li></ul>	<ul style="list-style-type: none"><li>• MCP will conduct bi-weekly conference calls with the clients</li><li>• Purchase needed network equipment for Meadows Road</li><li>• Install fiber between Meadows Road and Elizabeth City by NC IT</li><li>• Program virtual private network (VPN) connections for radio connectivity</li><li>• Coordinate logger connections at Meadows Road</li></ul>

# PERQUIMANS COUNTY 911 COMMUNITIONS

BACKUP 911 CENTER/FUNDING RECONSIDERATION/GRANT PROJECT TIMELINE WITH MILESTONES

<u>ACTIVITY</u>	<u>COMPLETE</u>	<u>UPCOMING</u>
1. General Timelines	<u>05/16/16</u> Original MOU Approved & Signed <u>05/19/16</u> Requested Extension for Back-up PSAP <u>06/03/16</u> Grant Application Submitted <u>06/30/16</u> Back-up PSAP Extension Approved <u>08/12/16</u> Funding Reconsideration Submitted <u>08/31/16</u> Grant Denied <u>10/12/16</u> Grant Approved (Partial Funding) <u>12/02/16</u> Funding Reconsideration Approved <u>02/01/17</u> Attended Grant Workshop	<u>09/30/17</u> Back-up Center On-line
2. Town of Winfall Zoning Permit	<u>12/08/16</u> Approved	
3. Dedicated Fiber Connection	<u>10/19/16</u> Initial Request from DIT through 911 Board Staff Member Marsha Tapler (TO-4 Form) <u>10/24/16</u> Email received from DIT (\$1,047.60) <u>12/10/16</u> Quote received from CenturyLink (\$1,009.00) <u>03/02/17</u> 2nd Request from DIT through 911 Board Staff Marsha Tapler per 911 Board Director Richard Taylor (TO-4 Form) <u>03/17/17</u> Email from Richard Taylor stating cost from DIT (\$754.00) <u>05/02/17</u> CenturyLink Installed Dedicated Fiber	
4. Perquimans Phone Equipment at Back-up 911 Center	<u>12/19/16</u> Purchase Order Issued CenturyLink <u>03/15/17</u> Scope of Work Signed <u>04/07/17</u> CenturyLink has assigned a project manager - Marti Langham	

	<u>05/31/17</u> Marti Langham confirmed the equipment has been ordered	<u>08/12/17</u> Begin Installation <u>08/20/17</u> Installation Complete
5. MCTs for 5 Perquimans EMS Units (Software)	<u>12/19/16</u> Purchase Order issued to Southern Software <u>03/08/17</u> Project Conference Call <u>03/27/17 - 03/30/17</u> Southern Software On-site for installation of software and staff training <u>03/31/17</u> On-line with MDIS	
6. Emergency Medical Dispatch (EMD)	<u>08/03/16</u> Purchase Order issued to Priority Dispatch <u>11/01/16 - 11/03/16</u> 1st EMD Class at Perquimans County 911 <u>11/29/16 - 12/01/16</u> 2nd EMD Class at Perquimans County 911  <u>12/06/16</u> 2nd Purchase Order to Priority Dispatch <u>12/06/16 - 12/07/16</u> EMD-Q Class at Perquimans County 911 <u>01/09/17 - 01/11/17</u> EMD Kickoff Meeting <u>01/24/17</u> Pro-QA Classes held at Perquimans County 911 <u>01/25/17</u> AQUA Class held at Perquimans County 911 <u>02/14/17</u> Go-live with EMD	
7. Voice Logging Server - Recorder Upgrade & NAS	<u>12/19/16</u> Purchase Order issued to EdgeOne Solutions, Inc. <u>03/01/17</u> Project Conference Call - equipment ordered and license in-hand <u>04/07/17</u> Recorder upgrades complete	<u>09/30/2017</u> Chowan Radio & Phone Channels added to the Recorder

8. Move CAD Server to Back-up 911 Center	<u>12/19/16</u> Purchase Order issued to Southern Software <u>03/08/17</u> Project Conference Call <u>05/15/17</u> Southern Software Tech, Practical Computing and Perq 911 on-site - Backup CAD Server to moved to Chowan and on-line <u>05/16/17</u> Test Neverfail for Servers complete	<u>09/25/17</u> Southern Software on-line at Chowan
9. Additional CAD (Laptop) Workstation to be used at Back-up 911 Center	<u>01/17/17</u> Purchase Order issued to Practical Computing <u>02/20/17</u> Delivered to Perquimans 911 Communications	<u>06/26/17</u> CAD Software to be installed by Southern Software
10. Firewall	<u>07/14/16</u> Purchase Order issued to Pratical Computing <u>7/18/16</u> Firewall On-line	
11. Radio Upgrades for Perquimans County	<u>03/17/17</u> Purchase Order Issued to Motorola <u>03/27/17</u> Equipment began arriving at Perquimans 911 <u>04/24/17</u> Wireless Comm began installation <u>05/16/17</u> Installation Complete in Perquimans	
12. Perquimans Radio Equipment at Back-up 911 Center	<u>03/17/17</u> Purchase Order Issued to Motorola <u>03/27/17</u> Equipment began arriving at Perquimans 911	<u>09/25/17</u> Wireless Comm to begin installing equipment in Chowan on new tower

		<u>09/30/17</u> Chowan Tower Complete & Perquimans Radio Equipment On-line
13. New 150' Tower at Perquimans 911 Center	<u>12/12/16</u> Purchase Order issued to GET Solutions for Geotechnical Investigation & Engineering Services for Tower Site. Note: This was issued prior to the Feb 1st meeting in order to meet the grant timeline for the new tower. <u>01/31/17</u> GET Solutions, Inc. issued Preliminary Report of Subsurface Investigation & Geotechnical Engineering Services <u>02/14/17</u> RFP released for the "Perquimans 911 Tower Project" <u>03/14/17</u> Received bid for the "Perquimans 911 Tower Project" <u>03/27/17</u> Notice to Proceed - Sabre Industries <u>04/07/17</u> Sabre industries assigned Project Manager - Steve Jones <u>04/21/17</u> Engineering Reviewed by Local Building Inspector	<u>06/05/17</u> Start Tower Foundation <u>06/07/17</u> Finish Tower Foundation <u>06/19/17</u> Deliver Tower/Start Installation <u>05/26/17</u> Complete Tower Installation including Antennas and Fencing
14. ECaTS in Back-up 911 Center	<u>04/11/17</u> Conference Call with ECaTS - Courtney Mau will be the project manager <u>05/25/17</u> ECaTS Equipment Received at the Chowan 911 Center <u>05/31/17</u> ECaTS equipment at Back-up Center Online	
15. Staff Training and Test All Equipment		<u>09/30/17</u> Staff Training and Equipment Testing Complete - Back-up Center Online
05/31/17		

PSAP Grant-Statewide 911 Projects Fund

		Total Disbursed FY2011-2016	Remaining Expenditures Grant Balance
<b>FY2012</b>	<b>Award Amount</b>		
Rockingham County	7,826,000.00	-7,280,630.00	
<b>FY2013</b>	<b>Award Amount</b>		
Lenoir County	7,400,000.00	-7,236,114.23	65,313.59
<b>FY2014</b>	<b>Award Amount</b>		
Anson County G2014-01	949,000.00	-797,434.36	
Henderson County G2014-04	3,600,000.00	-3,433,293.71	166,706.29
Hertford County G2014-05	4,250,000.00	-3,339,551.86	
<b>FY2015</b>	<b>Award Amount</b>		
Caldwell County G2015-001	1,022,399.00	-995,299.62	
Dare County G2015-002	7,002,795.00	-747,957.72	1,016,889.61
Haywood County G2015-003	2,694,827.00	-1,797,619.21	
Swain-Jackson Co G2015-004	859,681.00	-859,681.00	
<b>FY2016</b>	<b>Award Amount</b>		
Graham County G2016-01	3,401,528.00	-11,407.00	3,212,856.22
Hyde County G2016-02	1,266,887.00	-17,689.14	773,880.36
Richmond County G2016-03	6,357,537.00	-48,992.60	5,990,077.29
<b>FY2017</b>	<b>Award Amount</b>		
Catawba G2017-1A	296,827.00		204,732.58
Chowan G2017-2	247,917.00		247,917.00
Forsyth G2017-3	1,085,000.00		1,085,000.00
Halifax G2017-4	2,000,000.00		2,000,000.00
Lincoln G2017-6	2,000,000.00		1,982,746.56
Martin G2017-7	4,315,437.00		4,315,437.00
McDowell G2017-8A	63,822.00		63,822.00
Mitchell G2017-9	2,000,000.00		1,968,998.32
Moore G2017-10	586,404.00		586,404.00
Pasquotank G2017-11	1,010,779.00		1,010,779.00
Perquimans G2017-12A	176,206.00		172,956.00
Rocky Mount G2017-13A	166,749.00		166,749.00
Rowan G2017-14	862,905.00		862,905.00
Shelby G2017-15	920,993.00		920,993.00
Washington G2017-16	344,524.00		344,524.00
Wilson G2017-17	48,185.00		48,185.00
<b>STATEWIDE PROJECTS:</b>	<b>Award Amount</b>		
E-CATS II	1,354,880.00	-355,423.65	227,356.96
Interpretive Services	1,155,000.00	0.00	1,079,907.00
Ortho Project III Image 15	3,719,332.00	-3,483,256.27	0.00
Ortho Project III Image 16	4,076,752.00	-1,587,983.61	847,930.11
Ortho Project III Image 17	3,815,129.00	0.00	2,445,779.01
Approved Transfer from PSAP Fund Interest			
<b>Total Ending Fund Balance</b>		\$ 27,672,073.85	
			\$ 31,808,844.90
			\$3,225,665.41

Revenue		NG 911		NG 911 Fund
NG 911 FUND	10%	Interest	Disbursement	Balance
Beginning Fund Balance:				\$ 4,203,563.24
July 2016	\$ 606,312.83	\$ 2,670.51		4,812,546.58
August 2016	695,427.18	3,971.87		5,511,945.63
September 2016	645,510.31	5,220.10		6,162,676.04
October 2016	536,548.42	3,651.62		6,702,876.08
November 2016	835,527.68	5,126.93		7,543,530.69
December 2016	663,112.42	5,419.13		8,212,062.24
January 2017	685,092.61	6,245.94		8,903,400.79
February 2017	646,329.96	6,497.97		9,556,228.72
March 2017	683,143.76	7,446.87		10,246,819.35
April 2017	653,212.71	9,673.14		10,909,705.20
May 2017	731,731.32	9,063.46		11,650,499.98
June 2017	-			

CMRS FUND:	CMRS Revenue	Interest	CMRS Disbursement	GRANT Allocation	CMRS Fund Balance
Beginning Fund Balance:					\$ 3,632,364.39
July 2016	\$ 656,844.67	\$ 2,307.63	\$ 560,421.36		3,731,095.33
August 2016	693,002.96	3,079.33	-		4,427,177.62
September 2016	603,575.13	4,192.77	900,314.49		4,134,631.03
October 2016	400,529.28	2,449.93	202,463.75		4,335,146.49
November 2016	942,860.67	3,315.89	-		5,281,323.05
December 2016	479,663.71	3,794.00	195,307.51		5,569,473.25
January 2017	496,441.95	4,236.04	519,540.84		5,550,610.40
February 2017	478,948.22	4,051.00	327,360.56		5,706,249.06
March 2017	499,592.62	4,446.70	340,667.99		5,869,620.39
April 2017	497,425.77	5,541.00	595,101.55		5,777,485.61
May 2017	533,659.49	4,799.76	413,986.84		5,901,958.02
June 2017	-	-	-		



# Consent Agenda

*(vote required)*



The NC 911 Board welcomes comments from state and local government officials, first responders, finance directors, 911 directors, citizens and interested parties about any 911 issue(s) or concern(s). Your opinions are valued in terms of providing input to the NC 911 Board members.

When addressing the Board, please state your name and organization for the record and speak clearly into the microphone.

Speakers:



# Executive Director Report

## a) 911 Board Staff Update

Richard Taylor

# Executive Director Report

## b) Legislative Update

Richard Taylor

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2017

H

3

HOUSE BILL 418  
Committee Substitute Favorable 4/13/17  
Committee Substitute #2 Favorable 4/25/17

Short Title: SOS/Save Our Street Signs.

(Public)

Sponsors:

Referred to:

March 22, 2017

A BILL TO BE ENTITLED  
AN ACT INCREASING THE CRIMINAL PENALTY AND DOT REWARD FOR  
DAMAGING OR REMOVING STREET SIGN OFFENSES.

The General Assembly of North Carolina enacts:

**SECTION 1.** G.S. 136-33 reads as rewritten:

**"§ 136-33. Damaging or removing signs; rewards.**

(a) No person shall willfully deface, damage, knock down or remove any ~~sign posted~~  
~~traffic sign or other traffic control device~~ as provided in G.S. 136-26 or G.S. 136-30.

(b) No person, without just cause or excuse, shall have in his possession any ~~highway~~  
~~sign-traffic sign or other traffic control device~~ as provided in G.S. 136-26 or G.S. 136-30.

(b1) Any person violating the provisions of this section shall be guilty of a ~~Class 2~~  
~~misdemeanor~~. Class 1 misdemeanor and shall pay a fine of one thousand dollars (\$1,000).

(c) The Department of Transportation is authorized to offer a reward not to exceed ~~five~~  
~~hundred dollars (\$500.00)~~ one thousand dollars (\$1,000) for information leading to the arrest  
and conviction of persons who violate the provisions of this section, such reward to be paid  
from funds of the Department of Transportation.

(d) The enforcement of this section shall be the specific responsibility and duty of the  
State Highway Patrol in addition to all other law-enforcement agencies and officers within this  
State."

**SECTION 2.** This act becomes effective December 1, 2017, and applies to  
offenses committed on or after that date.



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**GENERAL ASSEMBLY OF NORTH CAROLINA**  
**SESSION 2017**

**H**

**1**

**HOUSE BILL 476**

Short Title:    Required Training Police Telecommunicators. (Public)

Sponsors:     Representatives Faircloth, Burr, Davis, and McNeill (Primary Sponsors).

*For a complete list of sponsors, refer to the North Carolina General Assembly web site.*

Referred to:    State and Local Government II

March 27, 2017

A BILL TO BE ENTITLED  
AN ACT TO REQUIRE TRAINING AND CERTIFICATION OF POLICE  
TELECOMMUNICATORS.

The General Assembly of North Carolina enacts:

**SECTION 1.** G.S. 17E-7 is amending by adding a new subsection to read:

**"§ 17E-7. Required standards.**

(a) Justice officers, other than those set forth in subsection (c1) of this section, shall not be required to meet any requirements of subsections (b) and (c) of this section as a condition of continued employment, nor shall failure of a justice officer to fulfill such requirements make him ineligible for any promotional examination for which he is otherwise eligible if the officer held an appointment prior to July 1, 1983, and is a sworn law-enforcement officer with power of arrest. The legislature finds, and it is hereby declared to be the policy of this Chapter, that such officers have satisfied such requirements by their experience. It is the intent of the Chapter that all justice officers employed at the entry level after the Commission has adopted the required standards shall meet the requirements of this Chapter. All justice officers who are exempted from the required entry level standards by this subsection are subject to the requirements of subsections (b) and (c) of this section as well as the requirements of G.S. 17E-4(a) in order to retain certification.

(b) The Commission shall provide, by regulation, that no person may be appointed as a justice officer at entry level, except on a temporary or probationary basis, unless such person has satisfactorily completed an initial preparatory program of training at a school certified by the Commission or has been exempted from that requirement by the Commission pursuant to this Chapter. Upon separation of a justice officer from a sheriff's department within the temporary or probationary period of appointment, the probationary certification shall be terminated by the Commission. Upon the reappointment to the same department or appointment to another department of an officer who has separated from a department within the probationary period, the officer shall be charged with the amount of time served during his initial appointment and allowed the remainder of the probationary period to complete the basic training requirement. Upon the reappointment to the same department or appointment to another department of an officer who has separated from a department within the probationary period and who has remained out of service for more than one year from the date of separation, the officer shall be allowed another probationary period to complete such training as the Commission shall require by rule for an officer returning to service.

(c) In addition to the requirements of subsection (b) of this section, the Commission, by rules and regulations, may fix other qualifications for the employment and retention of justice



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1 officers including minimum age, education, physical and mental standards, citizenship, good  
2 moral character, experience, and such other matters as relate to the competence and reliability  
3 of persons to assume and discharge the responsibilities of the office, and the Commission shall  
4 prescribe the means for presenting evidence of fulfillment of these requirements.

5 Where minimum educational standards are not met, yet the individual shows potential and a  
6 willingness to achieve the standards by extra study, they may be waived by the Commission for  
7 the reasonable amount of time it will take to achieve the standards required. Upon petition from  
8 a sheriff, the Commission may grant a waiver of any provisions of this section (17E-7) for any  
9 justice officer serving that sheriff.

10 (c1) Any justice officer appointed as a telecommunicator at the entry level after March 1,  
11 1998, shall meet all requirements of this Chapter. Any person employed in the capacity of a  
12 telecommunicator as defined by the Commission on or before March 1, 1998, shall not be  
13 required to meet any entry-level requirements as a condition of continued employment but shall  
14 be reported to the Commission for certification. All justice officers who are exempted from the  
15 required entry-level standards by this subsection are subject to the requirements of subsections  
16 (b) and (c) of this section as well as the requirements of G.S. 17E-4(a) in order to retain  
17 certification.

18 (c2) Effective July 1, 2019, any person employed as a telecommunicator by a municipal  
19 police agency shall meet all the requirements of this Chapter. Entry-level telecommunicators  
20 shall successfully complete, as determined by the agency, the entry-level telecommunicator  
21 course of instruction provided either pursuant to this Chapter or by the Association of Public  
22 Safety Communications Officials Institute.

23 (d) The Commission may issue a certificate evidencing satisfaction of the requirements  
24 of subsections (b), (c), and (c1) of this section to any applicant who presents such evidence as  
25 may be required by its rules and regulations of satisfactory completion of a program or course  
26 of instruction in another jurisdiction."

27 **SECTION 2.** This act is effective when it becomes law.

**GENERAL ASSEMBLY OF NORTH CAROLINA**  
**SESSION 2017**

H

2

**HOUSE BILL 565**  
**Committee Substitute Favorable 6/15/17**

Short Title: Charlotte Firefighters' Retirement Changes.

(Local)

Sponsors:

Referred to:

April 6, 2017

A BILL TO BE ENTITLED  
AN ACT TO AMEND THE LAW ESTABLISHING THE CHARLOTTE FIREFIGHTERS'  
RETIREMENT SYSTEM.

The General Assembly of North Carolina enacts:

**SECTION 1.** Subdivision (9) of Section 2 of Chapter 926 of the 1947 Session Laws, as rewritten by Section 1 of Chapter 830 of the 1991 Session Laws, as amended by Chapter 171 of the 1995 Session Laws, Chapter 640 of the 1993 Session Laws, S.L. 1999-100, S.L. 2001-22, S.L. 2002-43, and S.L. 2006-117 reads as rewritten:

"(9) 'Compensation' means the remuneration reportable on Form W-2 earned by a Member for services performed as an employee of the Charlotte Fire Department prior to any reductions pursuant to sections 125, 401(k), 402(k), 402(e)(3), 414(h)(2), 403(b), 408(k)(6), and 457 of the Internal Revenue Code. Compensation shall include payments for unused sick and vacation ~~days, hours,~~ longevity payments, bonus payments, and merit increases. For the purpose of calculating a Member's Final Average Salary, (i) payments for unused sick and vacation ~~days-hours~~ shall be included as Compensation to the extent that the vacation and sick ~~days-hours~~ for which payments are made could have accrued during two Plan Years of the Member's last five years of Membership Service, for a Member with a 52-hour average workweek, the following maximums shall be applicable: 720 hours of vacation (12-hour accrual rate), 288 hours of sick (12-hour accrual rate), 24 hours of Garcia Time, for a 40-hour workweek (standard 8:00 AM to 5:00 PM) Member, the following maximums shall be applicable: 320 hours of vacation (eight-hour accrual rate), 192 hours of sick (eight-hour accrual rate), these amounts as resolved by the Charlotte City Council in the Personnel Rules and City Council Resolutions and (ii) payments for longevity shall be included as Compensation to the extent such payments were made during two Plan Years of the Member's last five years of Membership Service. Effective July 1, 2002, for purposes of applying the limitations described in Section 51 of this Act, compensation paid or made available during such limitation years shall also include elective amounts that are not includible in the gross income of the Member by reason of section 132(f)(4) of the Internal Revenue Code.

In addition to the other applicable limitations set forth in this Act, and notwithstanding any other provision of this Act to the contrary, for Plan Years beginning on or after ~~January 1, 2002,~~ July 1, 2017, the annual



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1 Compensation of each Member taken into account under the Act shall not  
2 exceed ~~two hundred thousand dollars (\$200,000), the annual compensation~~  
3 ~~limit under section 401(a)(17) of the Internal Revenue Code, as amended by~~  
4 ~~section 611(e) of the Economic Growth and Tax Relief Reconciliation Act~~  
5 ~~of 2001. one hundred sixty thousand dollars (\$160,000).~~ Annual  
6 compensation means compensation during the Plan Year or such other  
7 12-month period over which Compensation is otherwise determined (the  
8 'determination period'). If a determination period consists of fewer than 12  
9 months, the annual compensation limit will be multiplied by a fraction, the  
10 numerator of which is the number of months in the determination period,  
11 and the denominator of which is 12. For purposes of determining benefit  
12 accruals in a plan year, beginning after ~~December 31, 2001,~~ June 30, 2017,  
13 the compensation limit for any prior determination period shall be ~~two~~  
14 ~~hundred thousand dollars (\$200,000). The two hundred thousand dollars~~  
15 ~~(\$200,000) limit on annual compensation shall be adjusted for cost of living~~  
16 ~~increases in accordance with section 401(a)(17)(B) of the Code.~~ one hundred  
17 sixty thousand dollars (\$160,000)."

18 **SECTION 2.** Section 1 of Chapter 830 of the 1991 Session Laws, as amended by  
19 Chapter 171 of the 1995 Session Laws, Chapter 640 of the 1993 Session Laws, S.L. 1999-100,  
20 and S.L. 2001-22 which rewrote Chapter 926 of the 1947 Session Laws, as amended, reads as  
21 rewritten:

22 "Section 1. Chapter 926, 1947 Session Laws, as amended, is rewritten to read:

23 ...

24 "Sec. 19. **Disability Retirement in the Line of Duty.**

25 (a) An 'Application for Disability Retirement in the Line of Duty' shall be filed by the  
26 Member or his department head with the Administrator, provided that the Member has applied  
27 for and been granted workers' compensation benefits on account of this disability.

28 (b) An 'Application for Disability Retirement in the Line of Duty' shall be administered  
29 pursuant to the Disability Regulations adopted by the Board of Trustees from time to time and  
30 approved by the City Council of Charlotte and administered in a uniform and  
31 nondiscriminatory manner. The Administrator shall request the Board of Trustees to conduct a  
32 hearing on the Application for Disability Retirement in the Line of Duty pursuant to the  
33 provisions of the Disability Regulations. The Member or any person filing on the Member's  
34 behalf or the Administrator may appeal from any order of the Board to the Superior Court of  
35 Mecklenburg County, within 10 days of the order. The appeal to the Superior Court shall be  
36 upon the record of the proceeding before the Board at the hearing.

37 (c) Effective July 1, 1999, upon retirement pursuant to the provisions of this section, a  
38 Member shall receive a monthly benefit equal to the greater of seventy-eight percent (78%) of  
39 Final Average Salary or two and six-tenths percent (2.6%) of Final Average Salary multiplied  
40 by his Membership Service Credit, not to exceed the Final Average Salary limits imposed by  
41 section 415 of the Internal Revenue Code, as amended, but not less than nine hundred two  
42 dollars and seventy-five cents (\$902.75) per month. Effective July 1, 1988, prior to his  
43 retirement pursuant to the provisions of this Section, but not thereafter, a Member may elect to  
44 receive an Actuarial Equivalent, computed as of the effective date of his retirement, of his  
45 monthly amount payable throughout his life, and nominate a Beneficiary in accordance with the  
46 provisions of the Option 5, Fifty Percent (50%) Joint and Survivor Benefit, as set forth in  
47 subsection (g) of Section 17. The Actuarial Equivalent for all Members retiring pursuant to this  
48 Section shall be computed in accordance with the Unisex Mortality Table for 1984 set forward  
49 one year in age, with interest at six percent (6%). Benefits payable under this Section shall be  
50 effective on the date of approval by the Board of Trustees or upon exhaustion of workers'  
51 compensation benefits, whichever is later. Also, disability retirement benefits payable under

1 this Section may be adjusted by the disability retirement regulations adopted pursuant to the  
2 requirements contained in subsection (b) of this Section. A Retiree receiving disability  
3 retirement benefits shall revert to a service retirement as specified in Section 15 and shall  
4 receive the greater of such disability retirement benefits or his Accrued Benefit as determined  
5 as of the last date of active employment with the Charlotte Fire Department at such time as the  
6 Retiree's attained age and Membership Service Credit meet the requirements for a service  
7 retirement.

8 ...

9 "Sec. 25. **City of Charlotte Contributions.** (a) The City of Charlotte shall contribute to  
10 the Charlotte Firefighters' Retirement System an amount equal to the Member's Compensation  
11 multiplied by twelve and sixty-five hundredths percent (12.65%) for each and every payroll of  
12 such ~~Member~~.Member and for any vacant positions at the rate of pay approved in the Budget  
13 multiplied by twelve and sixty-five hundredths percent (12.65%).

14 (b) Should any Member of this Retirement System enter the Armed Forces of the  
15 United States of America, the City of Charlotte shall contribute to the Charlotte Firefighters'  
16 Retirement System for each and every payroll an amount equal to the Compensation such  
17 Member would have earned based upon the last pay grade with the Fire Department multiplied  
18 by the contribution rate established pursuant to subsection (a) of this section for a period not to  
19 exceed the lesser of the Member's actual period of active military duty or five years.

20 (c) Should any Member of the Retirement System enter the Armed Forces of the United  
21 States of America, upon approval by the City Council, the City of Charlotte by and on behalf of  
22 such Member may contribute an amount equal to, but not to exceed, the Compensation such  
23 Member would have earned based upon the last pay grade with the Fire Department multiplied  
24 by the contribution rate established pursuant to Section 24 of this act. Any contributions by and  
25 on behalf of such Member shall inure to the benefit of such Member as though made by such  
26 Member under the provisions of this act unless otherwise specified in this act.

27 (c1) Should any Member of the Retirement System contribute an amount pursuant to  
28 Section 4 for the purpose of receiving Membership Service Credit for any period of benefits  
29 under the federal Family Medical Leave Act, the City of Charlotte shall contribute to the  
30 Charlotte Firefighters' Retirement System an amount equal to the Compensation that Member  
31 would have earned multiplied by the contribution rate established in Section 24 of this act.

32 (d) In addition thereto, the City Council may, within its discretion and upon the  
33 recommendation of the Board of Trustees, appropriate funds necessary to provide a cost of  
34 living increase to the Retirees of the System.

35 ...

36 "Sec. 29. **Board of Trustees.** (a) The Board of Trustees shall consist of ~~4~~<sup>13</sup> Trustees, as  
37 follows: (i) ~~City Manager, Manager or Deputy City Manager; or some other City department~~  
38 ~~head or employee as duly designated by the City Manager;~~ (ii) City Finance Director, or a  
39 deputy finance director; director as duly designated by the City Finance Director; (iii) City  
40 Treasurer; (iv) ~~a Chairman of the Board and three Trustees to represent the public and who are~~  
41 ~~residents of Mecklenburg County and who are appointed as follows: one Trustee shall be~~  
42 ~~appointed by the Governor, one Trustee shall be appointed by the Speaker of the House of~~  
43 ~~Representatives, and one Trustee shall be appointed by the President Pro Tempore of the Senate~~  
44 ~~by the Resident Judge of the Superior Court of Mecklenburg County as follows: one Trustee~~  
45 ~~shall be appointed by the Governor, one Trustee shall be appointed by the Speaker of the House~~  
46 ~~of Representatives, and one Trustee shall be appointed by the President Pro Tempore of the~~  
47 ~~Senate and who shall hold office for a period of three years or until their successor shall have~~  
48 ~~been appointed and been qualified; (v) three-five Members of the Retirement System, System~~  
49 ~~with one Trustee representing each of the following civil service ranks: Firefighter I, Firefighter~~  
50 ~~II, Firefighter-Engineer, Fire Captain, and Battalion Fire Chief, each of whom shall be elected~~  
51 ~~by a vote of the Members of the Retirement System for a term of three years, pursuant to the~~

Charlotte Firefighters' Retirement System Election Regulation; and (vi) ~~one Retiree~~ two Retirees of the Retirement System to be elected by a majority vote of the retirees of the Retirement System for a term of three years, pursuant to the Charlotte Firefighters' Retirement System Election Regulation. The terms of office for elected Member Trustees and, effective July 1, 1989, for appointed Trustees, shall be graduated so that no more than three Trustees' terms shall expire each year. Any Member shall be eligible to succeed himself as a Trustee. The Board of Trustees shall, by a majority vote of all the members, select a chairman of the Board of Trustees.

(b) Conflict of Interest. No trustee, chairman, or other officer or employee of the Charlotte Firefighters' Retirement System shall directly or indirectly become an independent contractor for work done by, or on behalf of, the System, or become directly or indirectly financially interested in, or receive profits from any purchase, contract, or association by or with the System.

...

"Sec. 36. **Employment of Professional Services.** (a) The Board of Trustees shall have the authority to employ and/or utilize professional and secretarial services and to purchase and maintain such property, equipment and supplies as are deemed necessary for the proper operation of the System. All expenses, fees and/or retainers for the employment of services shall be borne by the System with the singular exception of the employment of the Actuary. All fees and expenses in connection with the employment of a qualified actuary to perform the annual evaluation of the Retirement System's financial condition shall be paid by the City of Charlotte.

(a1) **Actuary.** The Board of Trustees shall annually request the City to employ a qualified Actuary to perform such studies and evaluations of the Charlotte Firefighters' Retirement System as may be necessary and/or desirable by the Board or City in connection with the administration of the System. Within the meaning of this subsection, a qualified Actuary shall be an associate or fellow of the Society of Actuaries and either a member of the Conference of Consulting Actuaries or a member of the American Academy of Actuaries.

(b) **Medical Board.** The Board of Trustees shall appoint a Medical Board to be composed of one or more physicians to serve at the pleasure of the Board. The Medical Board shall arrange for and evaluate all medical examinations required under provisions of this act. The Medical Board shall also investigate and evaluate all medical evidence, statements, and certificates submitted by and on behalf of a Member in connection with an application for disability retirement. The Medical Board shall render its conclusions and recommendations in writing to the Board of Trustees in accordance with the provisions of this act.

(c) **Legal Counsel.** ~~The City attorney and staff shall be the legal advisor to the~~ The Board of Trustees. The Board may Trustees shall employ ~~separate~~ legal counsel as it deems necessary and beneficial for the operation of the System. This legal counsel shall not be contracted with the City of Charlotte.

(d) **Auditor.** The Board of Trustees shall appoint an Auditor who shall be a certified public accountant.

(e) **Administrator.** The Board of Trustees shall have the authority to appoint an Administrator who shall be responsible for the administration and coordination of all System operations and activities that are not otherwise specified in this act. Such administration shall be in accordance with rules and regulations of this act and the policy and direction of the Board. In the absence of an Administrator, the Secretary of the Board as specified in Section 34(b)(2) shall be responsible for the coordination of Board meetings and providing proper notice of such meetings.

(f) **Insurance.** The Board of Trustees may purchase and maintain that insurance coverage necessary for the proper operation of the System, including worker's compensation, fidelity insurance, and officers' and employees' liability coverage. All expenses incurred in

1 purchasing or maintaining this coverage, including fees, and retainers, shall be borne by the  
2 System.

3 ...  
4 "Sec. 39. **Authority of City of Charlotte to Make Changes with Respect to the**  
5 **Retirement System.** Upon the recommendation of the Board of Trustees as provided in  
6 Section 38 of this act, the City may, within its discretion, increase or decrease the rate of  
7 contribution of the Members of the System and the City of Charlotte as may be necessary for  
8 the proper operation of the Retirement System. Provided, however, that no change shall reduce  
9 benefits being paid to Retirees of the System.

10 The City may deviate from the provisions of this act to the extent necessary to make any  
11 changes in the System required by the Internal Revenue Service prior to its issuing a favorable  
12 determination letter under Section 401(a) and Section 501(a) of the Internal Revenue Code of  
13 1986, as amended from time to time, and as required by the Internal Revenue Service to  
14 maintain the qualified status of the Retirement System.

15 All changes to the Retirement System or Procedures require approval of the City Council.

16 ...  
17 "Sec. 41. **Rules and Regulations.** Consistent with the provisions of this ~~act~~, act and  
18 approval of the City Council, the Board of Trustees shall have the authority to adopt the rules  
19 and regulations for the administration of the Retirement System and for the transaction of its  
20 business.

21 ...."

22 **SECTION 3.** Section 51 of Chapter 926 of the 1947 Session Laws, as rewritten by  
23 Section 1 of Chapter 830 of the 1991 Session Laws, as amended by Chapter 171 of the 1995  
24 Session Laws, Chapter 640 of the 1993 Session Laws, S.L. 1999-100, S.L. 2001-22, and S.L.  
25 2002-43 reads as rewritten:

26 "Sec. 51. **Restrictions.** Notwithstanding any provision of this act to the contrary:

- 27 (1) No part of the funds contributed to the Retirement System, or the income  
28 thereon, may be used for, or diverted to, purposes other than for the  
29 exclusive benefit of the Participants of the Retirement System as authorized  
30 by the provisions of this act, provided that in the event of the termination of  
31 the Retirement System, the City shall receive any surplus funds or assets  
32 after all liabilities of the Retirement System are satisfied.
- 33 (2) Upon termination of the Retirement System or upon complete  
34 discontinuance of contributions to the Retirement System, the rights of all  
35 Participants of the Retirement System to benefits accrued to the date of the  
36 termination or discontinuance, to the extent then funded, are nonforfeitable.
- 37 (3) Forfeitures under the Retirement System may not be applied to increase the  
38 benefits that any Participant would otherwise receive under the Retirement  
39 System.
- 40 (4) Notwithstanding any provision of the Retirement System to the contrary, the  
41 maximum annual benefit payable in the form of a straight life annuity from  
42 the Retirement System on behalf of a Participant, when combined with any  
43 benefits from another qualified benefit plan maintained by the City, shall not  
44 exceed the amount permitted by section 415 of the Internal Revenue Code.
- 45 (5) Any benefit payable to a Participant pursuant to Section 4 of this act shall  
46 commence not later than the April 1 immediately following the calendar  
47 year in which the Participant attains age 70 1/2 or, if later, the April 1  
48 immediately following the calendar year in which the Participant terminates  
49 service. Additionally, the distribution of any such benefit must satisfy the  
50 minimum distribution requirements set forth in this paragraph and must be  
51 consistent with Treasury Regulations, as of the required beginning date. The

1 minimum distribution for a calendar year equals the Participant's  
2 nonforfeitable Accrued Benefit at the beginning of the year divided by the  
3 Participant's life expectancy or, if applicable, the joint and last survivor  
4 expectancy of the participant and his Designated Beneficiary. The minimum  
5 distribution shall be computed by using the life expectancy multiples under  
6 Treasury Regulation 1.72-9. The minimum distribution for a calendar year  
7 subsequent to the first calendar year for which a minimum distribution is  
8 required may be computed by redetermining the applicable life expectancy.  
9 However, there shall be no redetermination of the joint life and last survivor  
10 expectancy of the Participant and a nonspouse Designated Beneficiary in a  
11 manner which takes into account any adjustment to a life expectancy other  
12 than the Participant's life expectancy. A distribution to the Participant in the  
13 form of a life annuity, joint and survivor annuity, or an annuity over a fixed  
14 period will satisfy the minimum distribution requirements of this paragraph  
15 if the method of distribution provides non-increasing payments or otherwise  
16 satisfies Treasury Regulations. If the Participant dies after the payment of his  
17 benefit has commenced, the death benefit provided by this act shall be paid  
18 over a period which does not exceed the payment period which had  
19 commenced. If a Participant dies prior to the time the payment of his benefit  
20 commences, the death benefit provided by this act shall be paid over a period  
21 not exceeding: (i) five years after the date of the Participant's death; or (ii) if  
22 the Beneficiary is a Designated Beneficiary, over the Designated  
23 Beneficiary's life or life expectancy. No payment of benefit over a period  
24 described in (ii) shall be permitted, unless the payment of such benefit to the  
25 Designated Beneficiary will commence no later than one year after the date  
26 of the Participant's death, or, if later, and the Designated Beneficiary is the  
27 Participant's surviving spouse, the date the Participant would have attained  
28 age 70 1/2. The life expectancy multiples under Treasury Regulation 1.72-9  
29 shall be used for purposes of applying this paragraph. The life expectancy of  
30 a Participant's surviving spouse may be recalculated not more frequently  
31 than annually, but the life expectancy of a nonspouse Designated  
32 Beneficiary may not be recalculated after the commencement of payment of  
33 benefits to the Designated Beneficiary. Any amount paid to a Participant's  
34 child, which becomes payable to the Participant's surviving spouse upon the  
35 child's attaining the age of majority, shall be treated as paid to the  
36 Participant's surviving spouse for purposes of applying this paragraph.

37 With respect to distributions under the Act made for calendar years  
38 beginning on or after January 1, 2001, the minimum distribution  
39 requirements of section 401(a)(9) of the Internal Revenue Code will be  
40 applied in accordance with the regulations under section 401(a)(9) that were  
41 proposed on January 17, 2001, notwithstanding any provision of the Act to  
42 the contrary. These regulations shall be followed until the end of the last  
43 calendar year beginning before the effective date of final regulations under  
44 section 401(a)(9) or such other date as may be specified in guidance  
45 published by the Internal Revenue Service.

46 (6) The City of Charlotte shall not use the Funds in the CFFRS as part of their  
47 CAFR, and Funds from the CFFRS shall be kept in a separate bank from  
48 City of Charlotte Operating Accounts. At no time shall funds be  
49 commingled."

50 **SECTION 4.** This act applies only to the City of Charlotte.

51 **SECTION 5.** This act becomes effective July 1, 2017.

**GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2017**

**H**

**1**

**HOUSE BILL 582**

Short Title: Abuse & Neglect Resources/Anon. Tip Line App. (Public)

Sponsors: Representatives White, Hardister, and Meyer (Primary Sponsors).

*For a complete list of sponsors, refer to the North Carolina General Assembly web site.*

Referred to: Education - K-12, if favorable, Appropriations

April 6, 2017

A BILL TO BE ENTITLED  
AN ACT TO REQUIRE PUBLIC SCHOOLS TO PROVIDE STUDENTS WITH  
INFORMATION AND RESOURCES ON CHILD ABUSE AND NEGLECT,  
INCLUDING SEXUAL ABUSE, TO APPROPRIATE FUNDS TO SUPPORT THE  
ANONYMOUS SAFETY TIP LINE APPLICATION, AND TO MAKE CERTAIN  
CHANGES TO UPDATE THE GENERAL STATUTES.

The General Assembly of North Carolina enacts:

**PART I. POLICY ON ABUSE AND NEGLECT RESOURCES**

**SECTION 1.(a)** G.S. 115C-12 is amended by adding a new subdivision to read:

"(46) Duty Regarding Abuse and Neglect. – Upon consideration and recommendation by the Superintendent of Public Instruction, the State Board of Education shall adopt a policy to be implemented by local boards of education to address student awareness of child abuse and neglect, including sexual abuse. This policy shall include a requirement that the local boards of education provide students in grades six through 12 with a document at the beginning of each school year that provides (i) the telephone number used for reporting abuse to the department of social services in the county in which the local school administrative unit is located, in accordance with G.S. 7B-301, and (ii) information about the resources developed pursuant to G.S. 115C-105.51, including the anonymous safety tip line application."

**SECTION 1.(b)** G.S. 115C-218.75(a) reads as rewritten:

"(a) Health and Safety Standards. – A charter school shall meet the same health and safety requirements required of a local school administrative unit. The Department of Public Instruction shall ensure ~~that the following:~~

(1) That charter schools provide parents and guardians with information about meningococcal meningitis and influenza and their vaccines at the beginning of every school year. This information shall include the causes, symptoms, and how meningococcal meningitis and influenza are spread and the places where parents and guardians may obtain additional information and vaccinations for their children.

(2) The Department of Public Instruction shall also ensure that ~~That~~ charter schools provide parents and guardians with information about cervical cancer, cervical dysplasia, human papillomavirus, and the vaccines available to prevent these diseases. This information shall be provided at the



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beginning of the school year to parents of children entering grades five through 12. This information shall include the causes and symptoms of these diseases, how they are transmitted, how they may be prevented by vaccination, including the benefits and possible side effects of vaccination, and the places where parents and guardians may obtain additional information and vaccinations for their children.

(3) ~~The Department of Public Instruction shall also ensure that~~ That charter schools provide students in grades seven through 12 with information annually on the preventable risks for preterm birth in subsequent pregnancies, including induced abortion, smoking, alcohol consumption, the use of illicit drugs, and inadequate prenatal care.

(4) ~~The Department of Public Instruction shall also ensure that~~ That charter schools provide students in grades nine through 12 with information annually on the manner in which a parent may lawfully abandon a newborn baby with a responsible person, in accordance with G.S. 7B-500.

(5) ~~The Department of Public Instruction shall also ensure that~~ That the guidelines for individual diabetes care plans adopted by the State Board of Education under G.S. 115C-12(31) are implemented in charter schools in which students with diabetes are enrolled and that charter schools otherwise comply with the provisions of G.S. 115C-375.3.

(6) ~~The Department of Public Instruction shall ensure that~~ That charter schools comply with G.S. 115C-375.2A. The board of directors of a charter school shall provide the school with a supply of emergency epinephrine auto-injectors necessary to carry out the provisions of G.S. 115C-375.2A.

(7) That the policy addressing student awareness of child abuse and neglect, including sexual abuse, adopted by the State Board of Education under G.S. 115C-12(46), is implemented in charter schools."

**SECTION 1.(c)** G.S. 115C-238.66 reads as rewritten:

**"§ 115C-238.66. Board of directors; powers and duties.**

The board of directors shall have the following powers and duties:

...

(7) Health and safety. – The board of directors shall require that the regional school meet the same health and safety standards required of a local school administrative unit.

The Department of Public Instruction shall ensure that regional schools comply with G.S. 115C-375.2A. The board of directors of a regional school shall provide the school with a supply of emergency epinephrine auto-injectors necessary to carry out the provisions of G.S. 115C-375.2A.

The Department of Public Instruction shall also ensure that the policy addressing student awareness of child abuse and neglect, including sexual abuse, adopted by the State Board of Education under G.S. 115C-12(46), is implemented in regional schools.

...."

**PART II. ANONYMOUS TIP LINE APPLICATION**

**SECTION 2.1.(a)** G.S. 115C-105.49(d) reads as rewritten:

"(d) The Department of Public Safety, Division of Emergency Management, ~~and in collaboration with~~ the Department of Public Instruction, Division of Safe and Healthy Schools Support, and the Center for Safer Schools—Schools, shall provide guidance and recommendations to local school administrative units on the types of multiple hazards to plan and respond to, including intruders on school grounds."

1           **SECTION 2.1.(b)** G.S. 115C-105.49A reads as rewritten:

2   **"§ 115C-105.49A. School Risk and Response Management System.**

3       (a)    The Department of Public Safety, Division of Emergency Management, ~~and the~~  
4 ~~Center for Safer Schools~~ in collaboration with the Department of Public Instruction and the  
5 ~~Center for Safer Schools~~, shall construct and maintain a statewide School Risk and Response  
6 Management System (SRRMS). The system shall fully integrate and leverage existing data and  
7 applications that support school risk planning, exercises, monitoring, and emergency response  
8 via 911 dispatch.

9       (b)    In constructing the SRRMS, the Division of Emergency ~~Management~~ Management  
10 of the Department of Public Safety, in collaboration with the Department of Public Instruction  
11 and the Center for Safer ~~Schools~~ Schools, shall leverage the existing enterprise risk  
12 management database, the School Risk Management Planning tool managed by the  
13 ~~Division~~ Division of Emergency Management. The Division shall also leverage the local  
14 school administrative unit schematic diagrams of school facilities. Where technically feasible,  
15 the SRRMS shall integrate any anonymous tip lines established pursuant to G.S. 115C-105.51  
16 and any 911-initiated panic alarm systems authorized as part of a SRMP pursuant to  
17 G.S. 115C-47(40). The Division ~~and the Center for Safer Schools~~ shall collaborate with the  
18 Department of Public ~~Instruction~~ Instruction, the Center for Safer Schools, and the North  
19 Carolina 911 Board in the design, implementation, and maintenance of the SRRMS.

20       (c)    All data and information acquired and stored in the SRRMS as provided in  
21 subsections (a) and (b) of this section are not considered public records as the term "public  
22 record" is defined under G.S. 132-1 and shall not be subject to inspection and examination  
23 under G.S. 132-6."

24           **SECTION 2.1.(c)** G.S. 115C-105.51 reads as rewritten:

25   **"§ 115C-105.51. Anonymous tip lines and monitoring and response applications.**

26       (a)    Each local school administrative unit is encouraged to develop and operate an  
27 anonymous tip line, in coordination with local law enforcement and social services agencies, to  
28 receive anonymous information on internal or external risks to the school population, school  
29 buildings, and school-related activities. ~~The Department of Public Safety, in consultation with~~  
30 ~~the Department of Public Instruction~~ Instruction, in consultation with the Department of Public  
31 Safety, may develop standards and guidelines for the development, operation, and staffing of  
32 tip lines. Local school administrative units may use the anonymous tip line application  
33 developed pursuant to subsection (b) of this section, or another application that meets standards  
34 and guidelines developed by the Department of Public Instruction, to achieve the purposes of  
35 this subsection.

36       (b)    ~~The Department of Public Safety, Division of Emergency Management, and the~~  
37 ~~Center for Safer Schools, in collaboration with the~~ The Department of Public Instruction,  
38 Division of Safe and Healthy Schools Support, and the Center for Safer Schools, in  
39 collaboration with the Department of Public Safety, Division of Emergency Management, shall  
40 implement and maintain an anonymous safety tip line application for purposes of receiving  
41 anonymous student information on internal or external risks to the school population, school  
42 buildings, and school-related activities, and for purposes of receiving student  
43 information on suspected abuse and neglect. Local school administrative units shall inform  
44 students about the application and provide opportunities for students to learn about its purpose  
45 and function. Each local school administrative unit shall work with the Department of Public  
46 Instruction, Division of Safe and Healthy Schools Support, and the Center for Safer Schools to  
47 ensure that employees of the local school administrative unit receive adequate training in its  
48 operation.

49       (c)    The Department of Public Safety, Division of Emergency Management, ~~and the~~  
50 ~~Center for Safer Schools, in collaboration with the Department of Public Instruction~~ and the  
51 North Carolina 911 Board, in collaboration with the Department of Public Instruction, Division

of Safe and Healthy Schools Support, and the Center for Safer Schools, shall implement and maintain a statewide panic alarm system for the purposes of launching real-time 911 messaging to public safety answering points of internal and external risks to the school population, school buildings, and school-related activities. The Department of Public Safety, in consultation with the Department of Public Instruction and the North Carolina 911 Board, may develop standards and guidelines for the operations and use of the panic alarm tool.

(d) ~~The Department of Public Safety~~ Instruction and the Department of Public Safety shall ensure that the anonymous safety tip line application is integrated with and supports the statewide School Risk and Response Management System (SRRMS) as provided in G.S. 115C-105.49A. Where technically feasible and cost efficient, the Department of Public Safety ~~is~~ and the Department of Public Instruction are encouraged to implement a single solution supporting both the anonymous safety tip line application and panic alarm system.

(e) All data and information acquired and stored by the anonymous safety tip line application are not considered public records as the term "public record" is defined under G.S. 132-1 and shall not be subject to inspection and examination under G.S. 132-6.

(f) Notwithstanding subsection (e) of this section, the ~~Division~~ Department of Public Instruction, Division of Safe and Healthy Schools Support, may collect the annual aggregate number and type of tips sent to the anonymous tip line. The collection of this aggregate data shall not have any identifying information on the reporter of the tip, including, but not limited to, the school where the incident was reported and the date the tip was reported."

**SECTION 2.1.(d)** G.S. 115C-105.52 reads as rewritten:

**"§ 115C-105.52. School crisis kits.**

The Department of Public ~~Instruction~~ Instruction and the North Carolina Center for Safer Schools, in consultation with the Department of Public ~~Safety through the North Carolina Center for Safer Schools~~ Safety, may develop and adopt policies on the placement of school crisis kits in schools and on the contents of those kits. The kits should include, at a minimum, basic first-aid supplies, communications devices, and other items recommended by the International Association of Chiefs of Police.

The principal of each school, in coordination with the law enforcement agencies that are part of the local board of education's School Risk Management Plan, may place one or more crisis kits at appropriate locations in the school."

**SECTION 2.2.** Section 8.26(n) of S.L. 2015-241 reads as rewritten:

**"SECTION 8.26.(n)** By July 1, 2016, the Department of Public Safety shall implement ~~an anonymous safety tip line application and a statewide panic alarm system as required under G.S. 115C-105.51, as amended by subsection (d) of this section.~~ G.S. 115C-105.51. By July 1, 2018, the Department of Public Instruction shall implement an anonymous safety tip line application as required under G.S. 115C-105.51."

### **PART III. APPROPRIATION**

**SECTION 3.** There is appropriated from the General Fund to the Department of Public Instruction the sum of seven hundred eight thousand four hundred twenty dollars (\$708,420) for the 2017-2018 fiscal year to support the anonymous safety tip line application implemented by the Department of Public Instruction, Division of Safe and Healthy Schools Support, and the Center for Safer Schools pursuant to G.S. 115C-105.51.

### **PART IV. EFFECTIVE DATE**

**SECTION 4.** This act becomes effective July 1, 2017. Section 1 of this act applies beginning with the 2018-2019 school year.

**GENERAL ASSEMBLY OF NORTH CAROLINA**  
**SESSION 2017**

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**1**

**HOUSE BILL 835**

Short Title:    Create Chain of Survival Task Force. (Public)

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Sponsors:     Representatives Carney, Lewis, Earle, and Brenden Jones (Primary Sponsors).  
*For a complete list of sponsors, refer to the North Carolina General Assembly web site.*

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Referred to:    Health

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April 13, 2017

A BILL TO BE ENTITLED  
AN ACT CREATING A CHAIN OF SURVIVAL PUBLIC-PRIVATE TASK FORCE TO  
IDENTIFY, PURSUE, AND ACHIEVE FUNDING FOR THE PLACEMENT OF  
AUTOMATIC EXTERNAL DEFIBRILLATORS (AEDS) IN ALL BUILDINGS AND  
FACILITIES THAT HOUSE STATE SERVICES, AGENCIES, AND INSTITUTIONS  
AND IN ALL PUBLIC SCHOOLS AND FOR THE TRAINING OF STATE  
EMPLOYEES AND SCHOOL PERSONNEL ON THE USE OF AEDS.

The General Assembly of North Carolina enacts:

**SECTION 1.** The General Assembly finds the following:

- (1) According to the American Heart Association, an individual goes into cardiac arrest in the United States every two minutes. In North Carolina, twenty-three percent (23%) of all deaths are attributed to heart disease, 11,765 of which are as a result of cardiac arrest. Ventricular Fibrillation (VF) is a common rhythm for which cardiopulmonary resuscitation (CPR) and defibrillation are the only effective treatments. For victims with VF, survival rates are highest when immediate bystander CPR is provided and defibrillation occurs within three to five minutes of collapse. With every minute that passes, a victim's survival rate is reduced by seven percent (7%) to ten percent (10%) if no intervention measures are taken. An estimated ninety-five percent (95%) of cardiac arrest victims die before reaching the hospital. If intervention measures are taken, survival rates are much higher; when CPR and defibrillation are immediately performed, survival rates can double.
- (2) Eighty percent (80%) of all cardiac arrests occur in private or residential settings, and almost sixty percent (60%) are witnessed. Communities that have established and implemented public access defibrillation programs have achieved average survival rates for out-of-hospital cardiac arrest as high as forty-one percent (41%) to seventy-four percent (74%).
- (3) Wider use of defibrillators could save as many as 40,000 lives nationally each year. Successful public access defibrillation programs ensure that cardiac arrest victims will have an immediate recognition of cardiac arrest and activation of 911 followed by early CPR with an emphasis on compressions, rapid Automatic External Defibrillator (AED) use, effective advanced care, and coordinated care afterward.



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**SECTION 2.(a)** There is created a Chain of Survival Public-Private Task Force (Task Force) with members appointed as follows:

- (1) Two Senators appointed by the President Pro Tempore of the Senate.
- (2) Two members of the House of Representatives appointed by the Speaker of the House of Representatives.
- (3) One representative of the Office of Emergency Medical Services designated by the Secretary of Health and Human Services.
- (4) One representative of a local Emergency Medical Service designated by the Secretary of Health and Human Services.
- (5) One representative of the Heart Disease and Stroke Prevention Branch designated by the Secretary of Health and Human Services.
- (6) The Secretary of Administration or the Secretary's designee, ex officio.
- (7) A representative of the American Heart Association.
- (8) A representative of the American Red Cross.
- (9) A representative of the North Carolina Hospital Association.
- (10) A representative of the American College of Cardiology.
- (11) A representative of the College of Emergency Physicians.
- (12) A cardiac arrest survivor designated by the Secretary of Health and Human Services.

**SECTION 2.(b)** The Task Force shall identify, pursue, and achieve funding, including through private-public partnerships, for the placement of AEDs and training of State employees and public school personnel to recognize and initiate lifesaving actions to those experiencing an acute event (sudden cardiac arrest, heart attack, and stroke) in the following locations:

- (1) Buildings and facilities that house State agencies, services, and institutions.
- (2) Public schools, including athletic facilities.

**SECTION 2.(c)** Members of the Task Force serve at the pleasure of the appointing authority.

**SECTION 2.(d)** The Task Force and this section expire on June 30, 2019.

**SECTION 3.(a)** Subject to the receipt of public-private funds for this purpose, the Department of Administration shall, in consultation with OEMS, AHA, and a qualified vendor or provider of AEDs and training services, develop and adopt policies and procedures relative to the placement and use of automated external defibrillators in State-owned and State-leased buildings. The Department of Administration shall also cause to be developed a medical emergency response plan for all State buildings, facilities, and institutions to facilitate all of the following:

- (1) Effective and efficient communication throughout the State-owned and State-leased buildings.
- (2) Coordinated and practiced response plans.
- (3) Training and equipment for first aid and CPR.
- (4) Implementation of a lay rescuer AED program.

**SECTION 3.(b)** In addition, for each State building, facility, or institution, the Department of Administration shall cause to be developed and periodically updated a maintenance plan that takes all of the following into account:

- (1) Implementation of an appropriate training course in the use of AEDs, including the role of CPR.
- (2) Proper maintenance and testing of the devices.
- (3) Ensuring coordination with appropriate licensed professionals in the oversight of training on the devices.

- (4) Ensuring coordination with local emergency medical systems regarding the placement of AEDs in State buildings, facilities, or institutions where such devices are to be used.

**SECTION 3.(c)** The State Board of Education shall review the maintenance plan for AEDs developed by the Department of Administration under subsection (b) of this section and adopt guidelines to be used by local school administrative units for public schools, including athletic facilities.

**SECTION 4.** This act is effective when it becomes law.

- (2) An evaluation of the current security measures for the downtown Raleigh State Government complex and options to create cost-efficient and comprehensive security plans.

**SECTION 16B.5.(b)** The Program Evaluation Division shall submit the evaluation required under subdivision (a)(1) of this section to the Joint Legislative Program Evaluation Oversight Committee and to the Joint Legislative Oversight Committee on Justice and Public Safety no later than March 1, 2018.

**SECTION 16B.5.(c)** Pursuant to G.S. 132-1.7, the public security information collected by the Program Evaluation Division as a result of the evaluation required under subdivision (a)(2) of this section is not a public record. The Program Evaluation Division shall complete its evaluation no later than March 1, 2018. Notwithstanding G.S. 120-36.16(3), the Program Evaluation Division shall submit its evaluation, including findings and recommendations to the Governor, the President Pro Tempore of the Senate, and the Speaker of the House of Representatives. The evaluation is not a public record as defined in G.S. 132-1.

#### **SHP ELIGIBLE FOR PSAP GRANT/911 PROJECTS**

**SECTION 16B.7.** G.S. 143B-1407 is amended by adding a new subsection to read:

**"(f) Application to State Highway Patrol. – The State Highway Patrol is an eligible PSAP for purposes of applying to the 911 Board for a grant from the PSAP Grant and Statewide 911 Projects Account. This subsection applies to funds collected on or after July 1, 2017."**

#### **OPERATION MEDICINE DROP FUNDING**

**SECTION 16B.8.** Notwithstanding any other provision of law, funds appropriated by this act for the SBI Special Investigative Funds shall be reduced by one hundred twenty thousand dollars (\$120,000) for the fiscal year 2017-2018. Notwithstanding any other provision of law, funds appropriated by this act to the SBI shall be increased by one hundred twenty thousand dollars (\$120,000) to be used for Operation Medicine Drop in fiscal year 2017-2018.

#### **SUBPART XVI-C. DIVISION OF ADULT CORRECTION**

##### **USE OF CLOSED FACILITIES**

**SECTION 16C.1.(a)** In conjunction with the closing of prison facilities, youth detention centers, and youth development centers, the Department of Public Safety shall consult with the county or municipality in which the facility is located, with elected State and local officials, and with State and federal agencies about the possibility of converting that facility to other use. The Department may also consult with any private for-profit or nonprofit firm about the possibility of converting the facility to other use. In developing a proposal for future use of each facility, the Department shall give priority to converting the facility to other criminal justice use. Consistent with existing law and the future needs of the Department of Public Safety, the State may provide for the transfer or the lease of any of these facilities to counties, municipalities, State agencies, federal agencies, or private firms wishing to convert them to other use. G.S. 146-29.1(f) through (g) shall not apply to a transfer made pursuant to this section. The Department of Public Safety may also consider converting some of the facilities recommended for closing from one security custody level to another, where that conversion would be cost-effective. A prison unit under lease to a county pursuant to the provisions of this section for use as a jail is exempt for the period of the lease from any of the minimum standards adopted by the Secretary of Health and Human Services pursuant to G.S. 153A-221 for the housing of adult prisoners that would subject the unit to greater standards than those required of a unit of the State prison system.

# Executive Director Report

Richard Taylor

## c) Grant Extension Request

### i. Perquimans County

*(vote required)*



## PERQUIMANS COUNTY EMERGENCY SERVICES

P.O. Box 563 - 159 Creek Drive - Hertford, NC 27944

(252) 426-5646 Phone - (252) 426-3306 Fax

Jonathan A. Nixon, Director

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May 31, 2017

North Carolina 911 Board  
Attn: Richard Taylor, Executive Director  
PO Box 17209  
Raleigh, NC 27619-7209

Re: Request for Grant Extension

Mr. Taylor,

Perquimans County 911 Communications is requesting an extension for the current grant related to our Back-up Center. Please see the attached timeline for projections. Specifically, pay close attention to the timelines under section 4-Perquimans Phone Equipment at Back-up 911 Center and section 12-Perquimans Radio Equipment at Back-up 911 Center. Based on the current projections, we would like to request an extension through September 30, 2017.

Should you have any questions or concerns feel free to call or email.

Sincerely,

Jonathan A. Nixon  
Perquimans County Emergency Services Director

Attachment

- c. Frank Heath, Perquimans County Manager
- Tracy Mathews, Perquimans Finance Officer
- Cord Palmer, Chowan 911 Center

# PERQUIMANS COUNTY 911 COMMUNICATIONS

## BACKUP 911 CENTER/FUNDING RECONSIDERATION/GRANT PROJECT TIMELINE WITH MILESTONES

### ACTIVITY

### COMPLETE

### UPCOMING

1. General Timelines	<u>05/16/16</u> Original MOU Approved & Signed <u>05/19/16</u> Requested Extension for Back-up PSAP <u>06/03/16</u> Grant Application Submitted <u>06/30/16</u> Back-up PSAP Extension Approved <u>08/12/16</u> Funding Reconsideration Submitted <u>08/31/16</u> Grant Denied <u>10/12/16</u> Grant Approved (Partial Funding) <u>12/02/16</u> Funding Reconsideration Approved <u>02/01/17</u> Attended Grant Workshop	<u>09/30/17</u> Back-up Center On-line
2. Town of Winfall Zoning Permit	<u>12/08/16</u> Approved	
3. Dedicated Fiber Connection	<u>10/19/16</u> Initial Request from DIT through 911 Board Staff Member Marsha Tapler (TO-4 Form) <u>10/24/16</u> Email received from DIT (\$1,047.60) <u>12/10/16</u> Quote received from CenturyLink (\$1,009.00) <u>03/02/17</u> 2nd Request from DIT through 911 Board Staff Marsha Tapler per 911 Board Director Richard Taylor (TO-4 Form) <u>03/17/17</u> Email from Richard Taylor stating cost from DIT (\$754.00) <u>05/02/17</u> CenturyLink Installed Dedicated Fiber	
4. Perquimans Phone Equipment at Back-up 911 Center	<u>12/19/16</u> Purchase Order Issued CenturyLink <u>03/15/17</u> Scope of Work Signed <u>04/07/17</u> CenturyLink has assigned a project manager - Marti Langham	

	<u>05/31/17 - Marti Langham confirmed the equipment has been ordered</u>	<u>08/12/17</u> Begin Installation <u>08/20/17</u> Installation Complete
5. MCTs for 5 Perquimans EMS Units (Software)	<u>12/19/16</u> Purchase Order issued to Southern Software <u>03/08/17</u> Project Conference Call <u>03/27/17 - 03/30/17</u> Southern Software On-site for installation of software and staff training <u>03/31/17</u> On-line with MDIS	
6. Emergency Medical Dispatch (EMD)	<u>08/03/16</u> Purchase Order issued to Priority Dispatch <u>11/01/16 - 11/03/16</u> 1st EMD Class at Perquimans County 911 <u>11/29/16 - 12/01/16</u> 2nd EMD Class at Perquimans County 911  <u>12/06/16</u> 2nd Purchase Order to Priority Dispatch <u>12/06/16 - 12/07/16</u> EMD-Q Class at Perquimans County 911 <u>01/09/17 - 01/11/17</u> EMD Kickoff Meeting <u>01/24/17</u> Pro-QA Classes held at Perquimans County 911 <u>01/25/17</u> AQUA Class held at Perquimans County 911 <u>02/14/17</u> Go-live with EMD	
7. Voice Logging Server - Recorder Upgrade & NAS	<u>12/19/16</u> Purchase Order issued to EdgeOne Solutions, Inc. <u>03/01/17</u> Project Conference Call - equipment ordered and license in-hand <u>04/07/17</u> Recorder upgrades complete	

		<u>09/30/2017</u> Chowan Radio & Phone Channels added to the Recorder
8. Move CAD Server to Back-up 911 Center	<u>12/19/16</u> Purchase Order issued to Southern Software <u>03/08/17</u> Project Conference Call <u>05/15/17</u> Southern Software Tech, Practical Computing and Perq 911 on-site - Backup CAD Server to moved to Chowan and on-line <u>05/16/17</u> Test Neverfail for Servers complete	<u>09/25/17</u> Southern Software on-line at Chowan
9. Additional CAD (Laptop) Workstation to be used at Back-up 911 Center	<u>01/17/17</u> Purchase Order issued to Practical Computing <u>02/20/17</u> Delivered to Perquimans 911 Communications	<u>06/26/17</u> CAD Software to be installed by Southern Software
10. Firewall	<u>07/14/16</u> Purchase Order issued to Pratical Computing <u>7/18/16</u> Firewall On-line	
11. Radio Upgrades for Perquimans County	<u>03/17/17</u> Purchase Order Issued to Motorola <u>03/27/17</u> Equipment began arriving at Perquimans 911 <u>04/24/17</u> Wireless Comm began installation <u>05/16/17</u> Installation Complete in Perquimans	
12. Perquimans Radio Equipment at Back-up 911 Center	<u>03/17/17</u> Purchase Order Issued to Motorola <u>03/27/17</u> Equipment began arriving at Perquimans 911	

		<p><u>09/25/17</u> Wireless Comm to begin installing equipment in Chowan on new tower</p> <p><u>09/30/17</u> Chowan Tower Complete &amp; Perquimans Radio Equipment On-line</p>
13. New 150' Tower at Perquimans 911 Center	<p><u>12/12/16</u> Purchase Order issued to GET Solutions for Geotechnical Investigation &amp; Engineering Services for Tower Site. Note: This was issued prior to the Feb 1st meeting in order to meet the grant timeline for the new tower.</p> <p><u>01/31/17</u> GET Solutions, Inc. issued Preliminary Report of Subsurface Investigation &amp; Geotechnical Engineering Services</p> <p><u>02/14/17</u> RFP released for the "Perquimans 911 Tower Project"</p> <p><u>03/14/17</u> Received bid for the "Perquimans 911 Tower Project"</p> <p><u>03/27/17</u> Notice to Proceed - Sabre Industries</p> <p><u>04/07/17</u> Sabre industries assigned Project Manager - Steve Jones</p> <p><u>04/21/17</u> Engineering Reviewed by Local Building Inspector</p>	<p><u>06/05/17</u> Start Tower Foundation</p> <p><u>06/07/17</u> Finish Tower Foundation</p> <p><u>06/19/17</u> Deliver Tower/Start Installation</p> <p><u>05/26/17</u> Complete Tower Installation including Antennas and Fencing</p>
14. ECaTS in Back-up 911 Center	<p><u>04/11/17</u> Conference Call with ECaTS - Courtney Mau will be the project manager</p> <p><u>05/25/17</u> ECaTS Equipment Received at the Chowan 911 Center</p> <p><u>05/31/17</u> ECaTS equipment at Back-up Center Online</p>	

15. Staff Training and Test All Equipment

09/30/17 Staff Training and Equipment Testing  
Complete - Back-up Center Online

05/31/17

# Executive Director Report

Richard Taylor

## c) Grant Extension Request

### ii. Chowan County

*(vote required)*

**CHOWAN COUNTY SHERIFF'S OFFICE**

**POST OFFICE BOX 78**

**EDENTON, NORTH CAROLINA 27932**

**DWAYNE GOODWIN  
SHERIFF**

**OFFICE PHONE:  
(252) 482-8484  
FAX NUMBER:  
(252) 482-5813**

March 08, 2017

Richard Taylor, Executive Director  
N.C. 911 Board  
P.O. Box 17209  
Raleigh, NC 27609

RE: Request for change in project period

Richard,

This letter is an update to the original request for change in project period included in the March 1<sup>st</sup> 2017 monthly report. Reference the conference call this morning with Jonathan Nixon, Frank Heath, you and myself, we agree that September 30<sup>th</sup> 2017 is a reasonable date for a project period extension. Again the original date requested was based on the date of the annual revenue expenditure report and not on a piece of the backup 911 project or the tower construction.

Also this morning's conference call would not have been necessary if you had contacted me directly about the concern with the date in the original request. If you have any reason to believe that a law may be broken in any way please let me know immediately. I am disappointed that I heard about this concern by way of a phone call from Perquimans stating you were denying their funding because of the date I included in the original request. This letter with a mutually acceptable change in project period could have been completed without the need of a conference call or causing concern.

I am also disappointed to hear that you believe we are not working to meet the backup plan implementation. The backup plan implementation does have priority and progress is being made.

I did include the phrase "assuming the commissioners approve the parcel change" in the letter as I can only send the request to the elected body, I have no way to say or know if they will approve or deny the change.

Again the request is to extend the project period until September 30<sup>th</sup> 2017.

Please let me know immediately if you have any concerns or questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Palmer", with a stylized flourish at the end.

Cordell Palmer, Director  
Chowan Central Communications

# Executive Director Report

## d) FCC Update

Richard Taylor



# Correlation of 911 call volume per capita in North Carolina counties to external factors

Final Presentation  
Matthew Kay

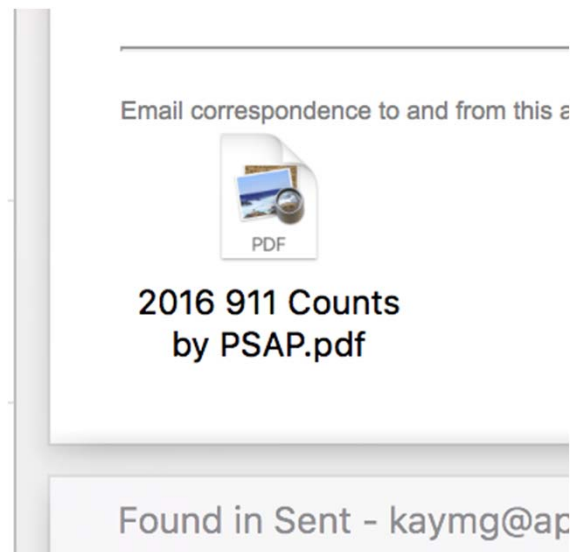
# What variables can be used to predict the predict the per capita 911 call volume of counties in North Carolina?

By determining what underlying problems cause people to call 911 it is then possible to begin to work on improvement

911 call data is public information

Getting 911 call data required me reaching out to the North Carolina 911 board to get the data that I needed

# 911 call data for North Carolina



# 911 call data for North Carolina

Email correspondence to an  
an authorized state official.



2016 PSAP Call  
Totals.xls

**David L. Dickinson**

# 911 call data for North Carolina

PSAP Name	Date	911	911 Abdn	Unparsed 911	Total 911
Ahoskie Police Department (NRC)	January 2016	344	37	0	381
	February 2016	341	35	0	376
	March 2016	364	39	0	403
	April 2016	334	63	0	397
	May 2016	387	56	0	443
	June 2016	388	38	0	426
	July 2016	153	14	0	167
	August 2016	0	0	0	0
	September 2016	0	0	0	0
	October 2016	0	0	0	0
	November 2016	0	0	0	0
	December 2016	0	0	0	0
	Totals	2311	282	0	2593
Alamance County Central Communications	January 2016	8097	792	0	8889
	February 2016	7797	756	0	8553
	March 2016	8686	907	0	9593
	April 2016	8414	904	0	9318
	May 2016	9137	870	0	10007
	June 2016	8527	849	0	9376
	July 2016	4695	504	0	5199
	August 2016	8958	925	0	9883
	September 2016	8573	862	0	9435
	October 2016	8919	854	0	9773
	November 2016	8093	750	0	8843
	December 2016	8353	821	0	9174
	Totals	98249	9794	0	108043
Alexander County E9-1-1 Communications	January 2016	1036	87	0	1123
	February 2016	1103	80	0	1183
	March 2016	1166	66	0	1232
	April 2016	1111	75	0	1186
	May 2016	1163	71	0	1234
	June 2016	1084	74	0	1158
	July 2016	1328	81	0	1409
	August 2016	1075	53	0	1128
	September 2016	1120	65	0	1185
	October 2016	1059	58	0	1117
	November 2016	1019	56	0	1075
	December 2016	1070	52	0	1122
	Totals	13334	818	0	14152
Alleghany County E911	January 2016	346	9	0	355
	February 2016	290	8	0	298
	March 2016	349	13	0	362

# 15 to 19 year old population data

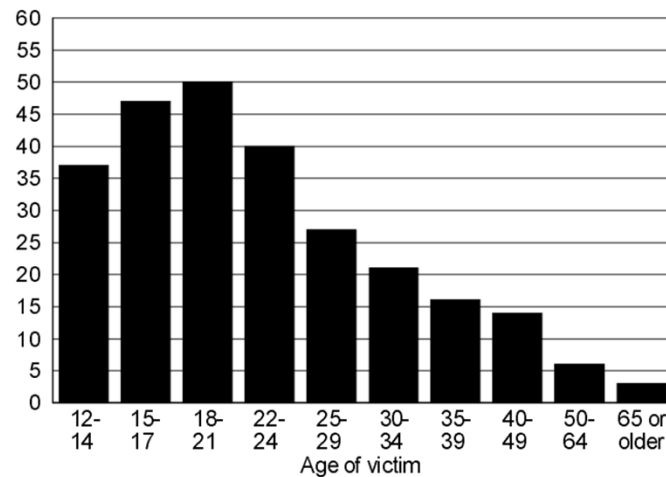
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## All serious violent crimes: Murder, rape, sexual assault, robbery, and aggravated assault

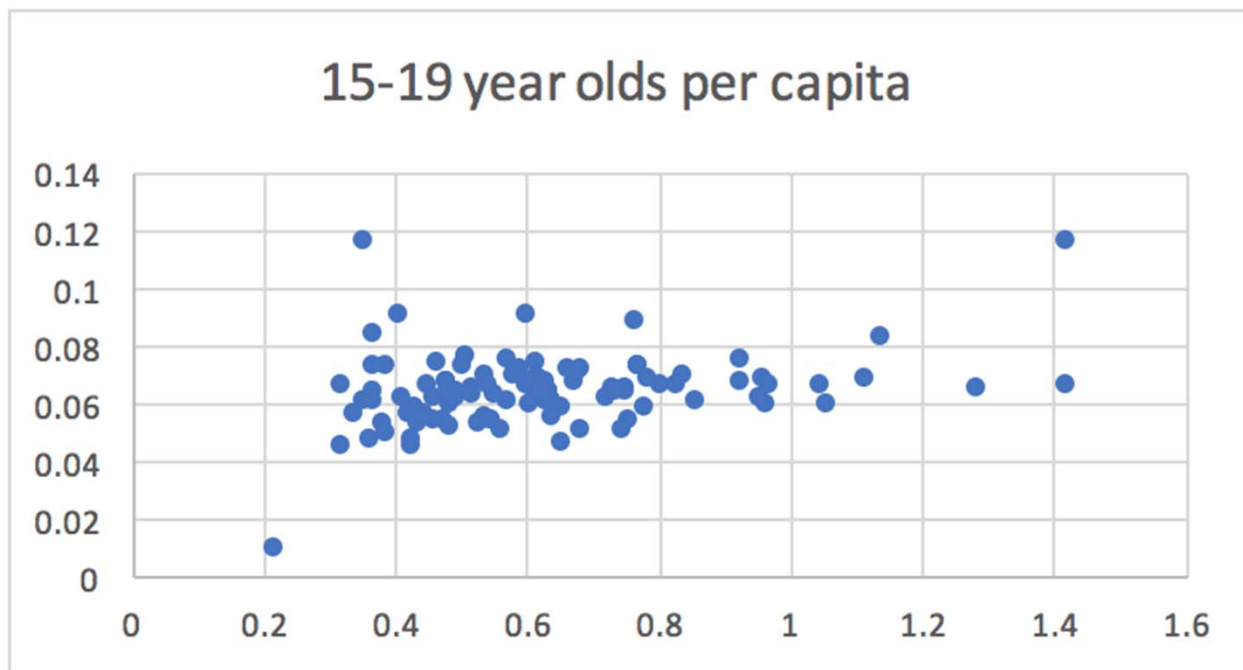
Rates of serious violent crime  
per 1,000 persons



<https://www.bjs.gov/content/pub/pdf/apvsvc.pdf>

## 15 to 19 year old population data

**Figure 3:** Scatterplot 911 call per capita and 15-19 year olds per capita



# Crime rate by county

TABLE 6 — Crime Rates Per 100,000 by County

County	Year	Index Crime Rate <sup>1</sup>	Violent Crime Rate	Property Crime Rate	County	Year	Index Crime Rate <sup>1</sup>	Violent Crime Rate	Property Crime Rate
Alamance	2011	3,251.1	433.7	4,017.4	Cumberland	2011	6,615.5	548.1	6,067.5
	2012	3,251.1	453.0	3,480.5		2012	6,615.5	583.1	6,140.4
Alexander	2011	2,968.8	256.4	2,802.4	Currituck	2011	2,449.2	225.0	3,179.3
	2012	2,720.6	-	2,611.4		2012	2,449.2	157.1	2,292.1
Alleghany <sup>4,5</sup>	2011	-	-	-	Dare	2011	6,687.1	327.6	6,359.6
	2012	-	-	-		2012	5,605.6	274.7	5,330.8
Anson	2011	4,941.4	393.5	4,547.5	Davidson	2011	2,921.9	213.0	2,708.9
	2012	5,935.4	575.9	5,359.5		2012	3,110.6	219.9	2,890.7
Ashe	2011	2,023.5	113.2	1,910.3	DeWitt	2011	2,612.9	195.5	2,417.4
	2012	2,100.2	102.3	1,998.0		2012	2,544.6	177.4	2,367.2
Avery	2011	1,542.8	175.8	1,367.0	Edgecombe <sup>6</sup>	2011	3,201.8	346.1	2,855.7
	2012	1,642.7	135.9	1,506.7		2012	2,893.2	334.2	2,559.0
Beaufort	2011	3,472.1	312.2	3,159.7	Forsyth	2011	4,528.4	671.2	4,857.1
	2012	3,610.4	352.8	3,257.3		2012	4,483.5	665.6	4,428.2
Bertie	2011	2,133.5	188.3	2,053.3	Franklin	2011	4,028.5	628.0	4,042.0
	2012	1,995.0	157.2	1,837.7		2012	3,929.8	394.5	3,535.3
Bladen	2011	4,440.6	270.5	4,117.1	Gates <sup>4,5</sup>	2011	-	-	-
	2012	4,700.1	243.9	4,301.8		2012	-	-	-
Brunswick	2011	3,463.9	210.5	3,253.4	Graham <sup>4,5</sup>	2011	-	-	-
	2012	3,251.1	156.7	3,102.8		2012	-	-	-
Buncombe	2011	2,947.6	168.2	2,779.4	Granville	2011	3,848.5	400.8	3,447.6
	2012	2,779.4	177.9	2,601.5		2012	3,322.1	337.5	2,984.6
Burke	2011	3,004.5	115.3	2,889.2					
	2012	2,776.0	126.5	2,649.4					
Cabarrus	2011	3,767.3	148.7	3,618.7					
	2012	3,656.2	158.4	3,497.8					
Caldwell									

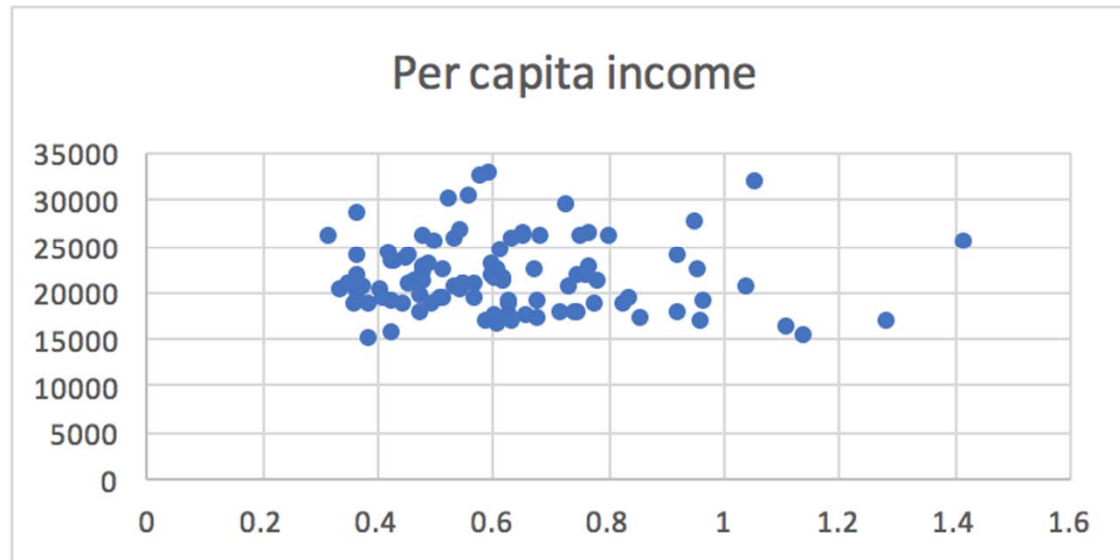
<http://www.ncdoj.gov/getdoc/9d422e2e-5ee4-4b6a-a175-90b948e857a0/2012-Annual-Summary.aspx>

# Per capita income by North Carolina county

County	Per capita income
Alamance	22819
Alexander	20716
Anson	16856
Ashe	20350
Avery	23465
Beaufort	22728
Bertie	17614
Bladen	17890
Brunswick	26315
Buncombe	25665
Burke	19220
Cabarrus	26165
Caldwell	19686
Camden	25544
Carteret	26791
Caswell	17814
Catawba	22969
Chatham	29991
Cherokee	20747
Chowan	20900
Clay	20474
Cleveland	19284
Columbus	18784
Craven	24591

# Per capita income by North Carolina county

**Figure 1:** Scatterplot 911 call volume per capita and per capita income



# African American population per capita

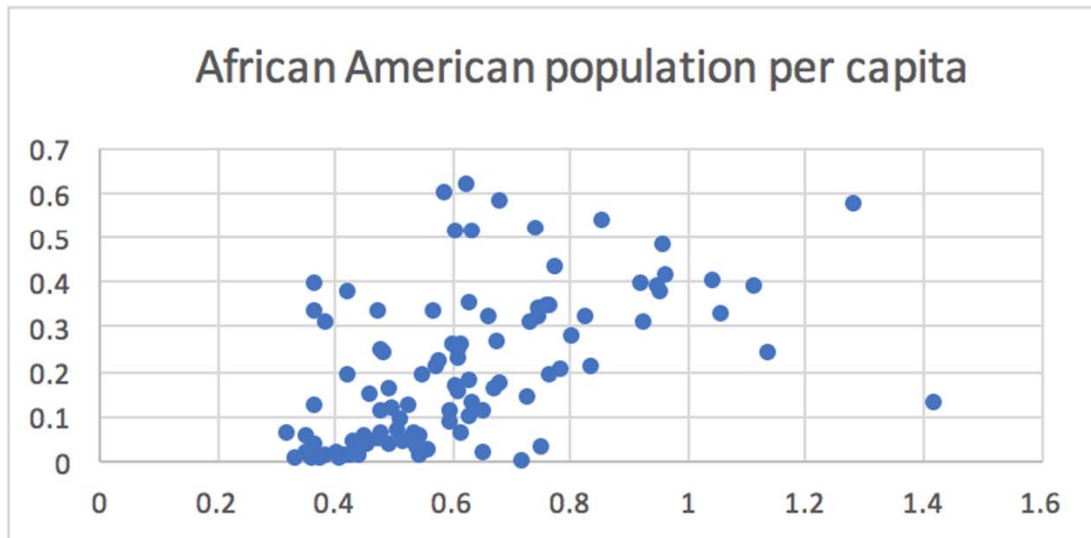
July 1, 2016 County Total Age Groups - Black or African American  
Age Group Data where Population > 200  
[Open as Excel File](#)

County	Age Groups																			Total	Median Age
	0-2	3-4	5	6-9	10-13	14	15	16-17	18-19	20-24	25-34	35-44	45-54	55-69	60-64	65-74	75-84	85-99	100+		
Alamance	1,255	783	376	1,685	1,581	431	431	882	858	2,185	3,849	3,607	4,589	2,136	1,864	2,613	1,153	425	3	30,706	38.08
Alexander	52	35	12	75	79	19	9	39	61	159	302	352	305	140	104	185	98	30	0	2,056	40.00
Alleghany	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	155	37.38
Anson	413	295	147	657	585	156	169	349	324	993	1,897	1,627	1,800	861	783	978	399	187	8	12,628	36.92
Ashe	2	1	2	10	15	1	3	7	3	14	35	35	24	14	9	17	7	8	0	207	38.36
Avery	4	4	2	3	6	2	0	0	21	95	140	177	179	54	29	26	0	0	0	742	40.14
Beaufort	462	289	159	640	640	180	189	353	283	664	1,077	1,271	1,403	904	950	1,166	587	182	5	11,424	41.10
Bertie	381	253	136	632	610	157	153	328	369	791	1,795	1,596	1,526	929	938	1,060	601	314	8	12,577	38.62
Bladen	422	264	124	573	605	148	151	325	319	857	1,537	1,322	1,382	895	894	1,194	600	213	3	11,828	39.25
Brunswick	434	298	144	670	721	180	188	413	358	1,018	1,619	1,642	2,005	1,020	1,051	1,542	616	223	10	14,152	41.49
Buncombe	670	459	215	930	830	215	211	421	430	1,206	1,938	1,796	1,914	1,041	969	1,329	504	213	9	15,300	35.64
Burke	144	91	41	216	225	56	63	310	645	583	662	582	740	360	363	523	242	81	0	5,927	33.51
Cabarrus	1,355	903	447	2,164	2,465	628	683	1,340	1,256	2,661	3,732	5,409	5,417	1,908	1,419	1,964	813	253	7	34,824	34.45
Caldwell	134	92	42	218	206	45	62	160	137	342	474	479	545	271	226	368	132	50	3	3,986	37.06
Camden	28	20	10	50	71	17	18	35	39	113	104	148	191	124	120	164	69	21	0	1,342	46.29
Carteret	118	78	46	201	202	47	48	121	104	273	485	496	552	325	294	363	163	74	1	3,991	40.31
Caswell	183	111	60	265	280	81	84	162	151	483	1,166	938	1,069	610	640	897	459	166	5	7,810	44.33
Catawba	624	397	186	792	693	179	191	384	369	1,104	1,829	1,637	1,933	907	744	1,031	392	138	7	13,537	35.13
Chatham	266	150	84	349	432	105	93	213	189	496	966	905	1,239	738	708	1,136	554	230	4	8,857	46.81
Cherokee	14	7	6	24	19	5	4	8	9	29	42	51	53	24	21	43	11	3	0	373	38.30
Chowan	184	141	75	280	243	58	72	141	124	362	584	436	503	330	358	498	245	114	2	4,750	37.06
Clay	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	75	30.25

[https://ncosbm.s3.amazonaws.com/s3fs-public/demog/countytotals\\_agegroup\\_black\\_2016.html](https://ncosbm.s3.amazonaws.com/s3fs-public/demog/countytotals_agegroup_black_2016.html)

# African American population per capita

**Figure 2:** Scatterplot 911 call volume per capita African American population per capita



**Table 1:** Summary statistics

	Per Capita 911 Call Data	Per Capita Income	African American Per Capita	Per Capita July 2015 15-19 Total
Minimum	0.318	14992	0.002	0.045
Max	1.417	32912	0.617	0.117
Standard Deviation	0.214	3940.607	0.167	0.010
Average	0.623	21635.778	0.205	0.065

**Table 2:** Regression analysis

<b>Predictors of 911 Call Volume per Capita</b>	
Variable	Coefficient (standard error)
Intercept	0.144 (0.165)
Per capita income	8.15733E-06 (4.98822E-06)
African American population per capita	0.732 (0.118)
15-19 year olds per capita	2.352 (1.780)

\*, \*\*, \*\*\* indicate significance at the .10, .05, and .01 levels, respectively, for 2-tailed test.

## Conclusions

I discovered that a North Carolina county's percentage of African American residents is strongly correlated with the per capita utilization of the 911 emergency calling system

Investigating crime rate data and correlations between the two would be a good idea for future research

Thanks!

:-)



# 911 Funding Committee Report David Bone

## *a) Funding Reconsideration Request*

### *i. Guilford-Metro 911*

*(vote required)*



# Guilford Metro 9-1-1

*Consolidated Communications*



February 10, 2017

Marsha Tapler  
Financial Analyst, N.C. 911 Board  
P.O. Box 17209  
Raleigh, NC 27619

Dear Ms. Tapler,

I want to thank you and the 911 Board for the opportunity to present our information for funding reconsideration in the upcoming fiscal year. As the 911 Board staff is aware, Guilford Metro 911 maintains a primary and back up site. We have been following our Strategic Technology Replacement plan to update and upgrade our equipment since 2011. Our justification and responses to your questions are attached to this document. Should you have any questions, please feel free to call Sandy Land at 336-373-2231, [sandy.land@greensboro-nc.gov](mailto:sandy.land@greensboro-nc.gov), Melanie Neal at 336-373-2646, [Melanie.neal@greensboro-nc.gov](mailto:Melanie.neal@greensboro-nc.gov), or Glenn Lamb at 336-373-7615, [glenn.lamb@greensboro-nc.gov](mailto:glenn.lamb@greensboro-nc.gov).

Thank you in advance for your consideration of our funding request.

Melanie Neal, Director  
Guilford Metro 911  
1201 Coliseum Blvd  
Greensboro NC 27403

**The new funding model is based upon actual expenses: please explain why do you need additional expenses?**

Historical expenses have not entirely taken into account new eligible items approved over the last several years. GM 911 began a Strategic Technology Replacement Plan in 2011 in order to maintain an appropriate equipment refresh cycle. The funding reconsideration approved in FY 16/17 and the use of our fund balance has helped us make tremendous strides on equipment replacement. However, our funding distribution from the State 911 Board based on our 5 year average has not met our annual expenses.

**If your requests are based upon capital expenditures for the next year, have you considered a grant from the 911 Board for the program?**

We are not anticipating a grant at this time since all items are recurring expenses and will allow us to continue to refresh our technology into the future in a timely manner.

**Please explain how the additional funding will improve your efficiency for delivering 911 services.**

The funding reconsideration approved in FY 16/17 helped us make tremendous strides on equipment replacement. One example of increased efficiency is our ACD module installation as part of our new CPE equipment. Due to the ACD implementation, our former 911 answering rate of 93% within 10 seconds is now 99% within 10 seconds.

**Please explain in detail how the current fund balance will be used to offset increases in expenses.**

GM911 has already been using our fund balance to offset increases in expenses. In FY17-18 our fund balance will be reduced below the 20% threshold.

It may take a few more years of funding reconsideration to get our fund baseline at the appropriate level while we continue to upgrade our legacy equipment per our Strategic Technology Replacement Plan which was discussed with 911 Board staff.

## Explanation of requested funds:

<b>Expenditure</b>	<b>FY2018 (2017-2018) Requested Increase Amount <b>ONE-TIME Capital Purchase Cost</b></b>	<b>FY2018 (2017-2018) Requested Increase Amount <b>Recurring MONTHLY Cost</b></b>	<b>FY2018 (2017-2018) Requested Increase Amount <b>Recurring ANNUAL Cost</b></b>	<b>Comments</b>
--------------------	---	---	--	-----------------

### Line 22:

911 telephone equipment (CPE, etc.)		19,592.37		Telephone system upgrade in 17/18. Currently pay \$24,185.99 per month (4 year lease). New cost will be \$43,778.36 per month for 3 years. Marsha Tapler approved original Frontier quotes with the exception of PowerOps. (Approval from Marsha Tapler attached.) Revised quotes removing PowerOps attached.
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### Line 34:

Software Licensing			94,525.68	Increase in annual maintenance for Mobile Client and Freedom Application for Voiceless Dispatch. Previously submitted and approved item for Funding Reconsideration in FY16-17. Distribution hasn't caught up to spending level.
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### Line 50:

UPS		3350.00		UPS contract with Duke Energy. Previously submitted and approved item for Funding Reconsideration in FY16-17. Distribution hasn't caught up to spending level. Current invoice attached.
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### Line 51:

Generator		12589.00		UPS contract with Duke Energy. Previously submitted and approved item for Funding Reconsideration in FY16-17. Distribution hasn't caught up to spending level. Current invoice attached.
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### Line 53:

Radio Network Switching Equipment used exclusively for PSAP's Radio Dispatch Consoles (i.e.: CEB, IMC, NSS)		15,453.18		\$15,453.60 monthly recurring cost: Arista lease began in November 2015. Quotes approved for eligible expenses by Marsha Tapler on 9/16/2015. Email attached. Previously submitted and approved item for Funding Reconsideration in FY16-17. Distribution hasn't caught up to spending level.
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**Line 63:**

Hosted Solutions:**Must be approved by 911 Staff prior to reporting.		12,735.00		Attached Ontario lease for Hosted Storage to retain Backups & Regional Efforts. Approved by Marsha Tapler on 2/5/2016. Previously submitted and approved item for Funding Reconsideration in FY16-17. Distribution hasn't caught up to spending level.
--	--	-----------	--	--

North Carolina 911 Board

PSAP Name: Guilford Metro 911  
Contact Name: Melanie Neal, Sandy Land  
Contact Address: 1903 Midway St  
City: Greensboro  
Zip: 27403  
Contact Email: melanie.neal@greensboro-nc.gov, sandy.land@greensboro-nc.gov

Instructions: All requests for review of PSAP Distribution amount must use this form with each request. Please do not change block descriptors, formulas or formatting. \*\*\*PLEASE SEE INSTRUCTIONS tab for further details\*\*\* All requests are due by Feb 13 2016. Email this form and all supporting documentation to marsha.tapler@nc.gov. If you have questions regarding this form or filing a request, please call Marsha Tapler at 919-754-6344 or email at marsha.tapler@nc.gov.

June 30, 2016 Emergency Telephone System Fund Balance: \$486,522.13

	FY2018 (2017-2018) Requested Increase Amount <b>ONE-TIME Capital Purchase Cost</b>	FY2018 (2017-2018) Requested Increase Amount <b>Recurring MONTHLY Cost</b>	FY2018 (2017-2018) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
<b>Expenditure</b>			

Phone Systems - Furniture

Selective Rtnng/ALI Prov 9-1-1 trk line charges			
Basic line charge only **One administrative line per call-taking position			
<b>MPLS-Fiber used for backup PSAPs connections</b>			

911 telephone equipment (CPE, etc.)		19,592.37	
Furniture: Cabinets, tables, desks which hold 911 equipment			
TOTAL	\$0.00	\$19,592.37	\$0.00

Telephone system upgrade in 17/18. Currently pay \$24,185.99 per month (4 year lease). New cost will be \$43,778.36 per month for 3 years. Marsha Tapler approved original Frontier quotes with the exception of PowerOps. (Approval from Marsha Tapler attached.) Revised quotes removing PowerOps attached.

	FY2018 (2017-2018) Requested Increase Amount <b>ONE-TIME Capital Purchase Cost</b>	FY2018 (2017-2018) Requested Increase Amount <b><u>Recurring MONTHLY Cost</u></b>	FY2018 (2017-2018) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
<b>SOFTWARE</b>			
CAD (modules that are part of the call-taking process only)			
GIS (to create and display the base map showing street centerlines and address, address point layer)			
Voice Logging Recorder			
Time Synchronization			
Dispatch Protocols (Law, Fire, Medical)			
ALI Database software			
Software Licensing			94,525.68
Radio console software. Some Radio console software will include many additional modules that are not a part of the 911 process and are not eligible.			
Console Audio Box (CAB) software			

Increase in annual maintenance for Mobile Client and Freedom Application for Voiceless Dispatch. Previously submitted and approved item for Funding Reconsideration in FY16-17. Distribution hasn’t caught up to spending level.

Paging software (to send call from CAD to first responder pager or mobile phone)			
Computer Aided Dispatch (CAD) to Computer Aided Dispatch (CAD) interface software (sending CAD info to another PSAP for dispatch)			
Automated digital voice dispatching software			
TOTAL	\$0.00	\$0.00	\$94,525.68

	FY2018 (2017-2018) Requested Increase Amount <b>ONE-TIME Capital Purchase Cost</b>	FY2018 (2017-2018) Requested Increase Amount <b>Recurring MONTHLY Cost</b>	FY2018 (2017-2018) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
<b>HARDWARE</b>			
CAD server			
GIS server			
911 Phone server			
Voice logging server			
Monitors			
Computer Workstations			
Time Synchronization			
UPS		3,350.00	
Generator		12,589.00	
Call Detail Record Printer (automatically captures incoming 911 telephone call data)			

UPS contract with Duke Energy.Previously submitted and approved item for Funding Reconsideration in FY16-17. Distribution hasn’t caught up to spending level. Current invoice attached.

Generator contract with Duke Engergy. Previously submitted and approved item for Funding Reconsideration in FY16-17. Distribution hasn’t caught up to spending level. Current invoice attached.

				\$15,453.60 monthly recurring cost: Arista lease began in November 2015. Quotes approved for eligible expenses by Marsha Tapler on 9/16/2015. Email attached. Previously submitted and approved item for Funding Reconsideration in FY16-17. Distribution hasn’t caught up to spending level.
Radio Network Switching Equipment used exclusively for PSAP's Radio Dispatch Consoles (i.e.: CEB, IMC, NSS)		15,453.80		
Fax Modem (for rip & run)				
Printers (CAD, CDR, Reports, etc.)				
Radio Console Dispatch Workstations				
Radio Console Ethernet Switch				
Radio Console Access Router				
Back Up Storage Equipment for 911 Data Base Systems				
Paging Interface With Computer Aided Dispatch (CAD) system				
Alpha / Numeric Pager Tone Generator				
Radio Consolette **as defined in Approved Use of Funds List				
Hosted Solutions:**Must be approved by 911 Staff prior to reporting.		12,735.00		Attached Ontario lease for Hosted Storage to retain Backups & Regional Efforts. Approved by Marsha Tapler on 2/5/2016. Previously submitted and approved item for Funding Reconsideration in FY16-17. Distribution hasn’t caught up to spending level.
TOTAL	\$0.00	\$44,127.80	\$0.00	

List expenditures to be applied to fund balance and submit quotes or invoices for review.:	Expense Amount
Sungard Public Sector invoice 120899-LH	\$166,271.79
Sungard Public Sector invoice 20661665-01-LH15	\$44,023.54
Sungard Public Sector invoice 20061665-01-LH-16	\$49,295.22
Total remaining Fund balance:	<u>\$259,590.55</u>
Remaining fund balance	\$226,931.58

Maximum 10% Carryforward (adjusted for current funding procedure:	\$227,518.92
Excess fund balance that must be used towards reconsideration	\$0.00

Items below this cell are to be completed by 911 Board Staff	
APPROVED FY2018 FUNDING	\$2,311,254.62
FY2018 Anticipated Capital Expenditures	\$0.00
FY2018 Anticipated Monthly Recurring	\$764,642.04
FY2018 Anticipated Annual Recurring	\$94,525.68
Requested FY2018 Funding	\$3,170,422.34
Approved 20% carry forward amount:	\$455,037.84
Adjusted 10% per current funding procedure:	\$227,518.92

Recommendation is to approve the increase for annual/monthly recurring cost of \$859,167.72. Total to be distributed to include approved increase for FY2018: \$3,170,422.34

PSAP Expenditures 5-Year Rolling Average						FY2012-FY2016	
	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	Total	Yearly Amt.
Guilford Metro 911	1,680,889.74	2,351,096.66	2,045,163.56	2,735,951.35	2,743,171.77	11,556,273.08	2,311,254.62



Date: 2-9-17

Guilford Metro 9-1-1  
Meadowood  
1002 Meadowood St.  
Greensboro, NC 27403

Attn: Glenn Lamb

Description :

Upgrade of West Viper 9-1-1 system.

Includes all Frontier and West Project Management.

Includes On Site Project Site Survey and Planning Meeting.

Includes 3 Yrs. SW Subscription and SW Protection Services.

Includes 3 Yrs. 24x7 Maintenance On Site Coverage.

Includes 3 Yrs. Sentry Remote Monitoring.

Includes all Installation and Labor Charges.

Pricing shown does not include any applicable taxes.

Qty	Description	Unit Price	Extended Price
	VIPER		
1	7 Foot Cabinet Prebuilt Building Block	\$26,800.00	\$26,800.00
1	Media Kit Prebuilt Building Block	\$93.33	\$93.33
18	ECCP Workstation License Upgrade	\$663.33	\$11,939.94
6	CAMA Interface Module (CIM)	\$2,510.67	\$15,064.02
20	Application Server Position Access License Upgrade	\$464.33	\$9,286.60
18	PBX Access License Upgrade	\$301.00	\$5,418.00
2	Admin Interface Module (AIM)	\$1,306.67	\$2,613.34
18	VIPER Integrated ACD (Per Position) Upgrade	\$1,397.67	\$25,158.06
2	Power Cord Cable with A/C twist lock connector	\$200.00	\$400.00
2	Cisco C2960X-48TS-L 48 port switch (with stacking module)	\$6,600.00	\$13,200.00
	POWER 911		
18	Power 911 Backup License Upgrade	\$466.20	\$8,391.60
18	Power 911 Server Access License Upgrade	\$931.00	\$16,758.00
	POWER MIS		
1	Power MIS	\$93.33	\$93.33
1	Power MIS Concurrent Client Access License (CCAL) Upgrade	\$188.53	\$188.53
18	Power MIS Data Access License Upgrade	\$395.73	\$7,123.14
1	Regional MIS Concurrent Client Access License Upgrade	\$188.53	\$188.53
1	Regional MIS PSAP Data Access License Upgrade	\$302.40	\$302.40
	ePrinter		
1	ePrinter Software	\$1,493.33	\$1,493.33
	Sentry		
1	Sentry Software	\$100.00	\$100.00
2	LICENSE, ELM Enterprise Manager 6.7, Class I, UPGRADE	\$373.33	\$746.66
25	LICENSE, ELM Enterprise Manager 6.7, Class II, UPGRADE	\$66.67	\$1,666.75
	IWS Workstation		
18	22" Touchscreen Monitor	\$2,093.33	\$37,679.94
	ePrinter Hardware		
1	23" LED Backlit Monitor	\$560.00	\$560.00
1	IWS Server RACK - Type A	\$3,564.00	\$3,564.00
1	IWS Object Server - Underlying Software	\$1,864.00	\$1,864.00
1	ePrinter Server Cable Kit	\$21.33	\$21.33

<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
	Objective Server Hardware		
1	IWS Server RACK - Type A	\$3,564.00	\$3,564.00
1	IWS Object Server - Underlying Software	\$1,864.00	\$1,864.00
	Peripheral hardware		
3	Punch Blocks	\$200.00	\$600.00
3	Cable Cheat - 25PR, 25', MF	\$200.00	\$600.00
53	Network Cabling	\$333.33	\$17,666.49
	Staging		
18	Front Room Equipment Staging - Per Position	\$333.33	\$5,999.94
1	Back Room Equipment Staging - Per Cabinet	\$2,333.33	\$2,333.33
	Project Survey		
1	Project Survey (per Site)	\$2,000.00	\$2,000.00
1	Living Expense per Day per Person	\$266.67	\$266.67
	Installation		
7	Professional Services (per Day)	\$2,000.00	\$14,000.00
9	Living Expense per Day per Person	\$266.67	\$2,400.03
1	Travel Fee per Person	\$1,666.67	\$1,666.67
	Project Management Services		
1	Project Management Services	\$7,704.84	\$7,704.84
	Power Stations		
18	A9C G2 Bundle - Dual Core	\$3,266.67	\$58,800.06
18	PWS : HDT (Headset I/F) Module	\$494.67	\$8,904.06
18	PWS : MTI (Misc Tel I/F) Module	\$723.33	\$13,019.94
18	PWS : TPR (Third-Party Radio I/F) Module	\$816.67	\$14,700.06
18	A9C Desk Mounting Kit	\$182.00	\$3,276.00
18	A9-1-1 Call Handling Accessories	\$494.67	\$8,904.06
18	IWS Workstation - Software and Configuration	\$364.00	\$6,552.00
	Maintenance Services		
	Software Subscription		
18	Software Subscription Service-year one	\$200.00	\$3,600.00
18	Software Subscription Service-year two	\$200.00	\$3,600.00
18	Software Subscription Service-year three	\$200.00	\$3,600.00
	Software Protection and Remote Tech Support		
18	Software Protection and remote year one	\$80.00	\$1,440.00
18	Software Protection and remote year two	\$80.00	\$1,440.00
18	Software Protection and remote year three	\$80.00	\$1,440.00
	Sentry Monitoring Service		
27	Sentry Monitoring per Node per Year/Year one	\$160.00	\$4,320.00
27	Sentry Monitoring per Node per Year/Year two	\$160.00	\$4,320.00
27	Sentry Monitoring per Node per Year/Year three	\$160.00	\$4,320.00
	Optional Items and Services		
	VIPER		
18	9-1-1 Ingress via SIP - License per position	\$462.00	\$8,316.00
1	License to Connect Non-Intrado Recording Device	\$1,862.00	\$1,862.00
	Power 911		
18	Power 911 Add-On Recorder for Radio Upgrade	\$280.00	\$5,040.00
1	ITRR Upgrade Media Kit	\$280.00	\$280.00

911 Telephone Equipment

Qty	Description	Unit Price	Extended Price
	Additional Positions		
3	ECCP Workstation License	\$928.67	\$2,786.01
3	VIPER Integrated ACD (Per Position)	\$2,795.33	\$8,385.99
3	Portable 9-1-1 Position (Back-up)	\$11,200.00	\$33,600.00
3	Power 911 Add-On Recorder for Radio (ITRR)	\$560.00	\$1,680.00
3	Power MIS Data Access License	\$790.53	\$2,371.59
3	Front Room Equipment Staging - Per Position	\$333.33	\$999.99
3	9-1-1 Ingress via SIP - License per position	\$462.00	\$1,386.00
3	LICENSE, ELM Enterprise Manager 6.7, Class II	\$160.00	\$480.00
Material Summary			\$460,804.56
Labor,Misc.,Warranty,Freight			\$75,063.07
Project Total Investment			\$535,867.63



Date: 2-9-17

Guilford Metro 9-1-1  
Justice Center  
1201 Coliseum Blvd.  
Greensboro, NC 27409

Attn: Glenn Lamb

Upgrade of West Viper 9-1-1 system.

Includes all Frontier and West Project Management.

Includes On Site Project Site Survey and Planning Meeting.

Includes 3 Yrs. SW Subscription and SW Protection Services.

Includes 3 Yrs. 24x7 Maintenance On Site Coverage.

Includes 3 Yrs. Sentry Remote Monitoring.

Includes all Installation and Labor Charges.

Pricing shown does not include any applicable taxes.

Qty	Description	Unit Price	Extended Price
	VIPER		
1	7 Foot Cabinet Prebuilt Building Block	\$26,800.00	\$26,800.00
1	Media Kit Prebuilt Building Block	\$93.33	\$93.33
26	ECCP Workstation License Upgrade	\$663.33	\$17,246.58
6	CAMA Interface Module (CIM)	\$2,510.67	\$15,064.02
28	Application Server Position Access License Upgrade	\$464.33	\$13,001.24
26	PBX Access License Upgrade	\$301.00	\$7,826.00
3	Admin Interface Module (AIM)	\$1,306.67	\$3,920.01
26	VIPER Integrated ACD (Per Position) Upgrade	\$1,397.67	\$36,339.42
2	Power Cord Cable with A/C twist lock connector	\$200.00	\$400.00
2	Cisco C2960X-48TS-L 48 port switch (with stacking module)	\$6,600.00	\$13,200.00
	POWER 911		
26	Power 911 Client Access License Upgrade	\$4,664.33	\$121,272.58
26	Power 911 Server Access License Upgrade	\$931.00	\$24,206.00
	POWER MIS		
1	Power MIS	\$93.33	\$93.33
1	Power MIS Software, Server Software License (SSL) Upgrade	\$432.60	\$432.60
4	Power MIS Concurrent Client Access License (CCAL) Upgrade	\$188.53	\$754.12
26	Power MIS Data Access License Upgrade	\$395.73	\$10,288.98
1	Regional MIS Media and Documentation	\$93.33	\$93.33
1	Regional MIS Server Software License (SSL) Upgrade	\$865.20	\$865.20
1	Regional MIS Concurrent Client Access License Upgrade	\$188.53	\$188.53
1	Regional MIS PSAP Data Access License Upgrade	\$302.40	\$302.40
	ePrinter		
1	ePrinter Software	\$1,493.33	\$1,493.33
	Sentry		
1	Sentry Software	\$100.00	\$100.00
1	Sentry Server Console Kit	\$4,000.00	\$4,000.00
1	Call Handling Firewall	\$1,800.00	\$1,800.00
5	LICENSE, ELM Enterprise Manager 6.7, Class I, UPGRADE	\$373.33	\$1,866.65
34	LICENSE, ELM Enterprise Manager 6.7, Class II, UPGRADE	\$66.67	\$2,266.78
	IWS Workstation		
26	22" Touchscreen Monitor	\$2,093.33	\$54,426.58
	Power 911 Hardware		
1	IWS Server RACK Bundle - Type B	\$11,460.00	\$11,460.00

<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
	<b>ePrinter Hardware</b>		
1	23" LED Backlit Monitor	\$560.00	\$560.00
1	IWS Server RACK - Type A	\$3,564.00	\$3,564.00
1	IWS Object Server - Underlying Software	\$1,864.00	\$1,864.00
1	ePrinter Server Cable Kit	\$21.33	\$21.33
	<b>Objective Server Hardware</b>		
1	IWS Server RACK - Type A	\$3,564.00	\$3,564.00
1	IWS Object Server - Underlying Software	\$1,864.00	\$1,864.00
	<b>Sentry Hardware</b>		
1	IWS Server RACK Bundle - Type A	\$7,220.00	\$7,220.00
	<b>Regional MIS Server Hardware</b>		
1	IWS Server RACK Bundle - Type B	\$11,460.00	\$11,460.00
	<b>Peripheral hardware</b>		
3	Punch Blocks	\$200.00	\$600.00
3	Cable Cheat - 25PR, 25', MF	\$200.00	\$600.00
77	Network Cabling	\$333.33	\$25,666.41
	<b>Staging</b>		
26	Front Room Equipment Staging - Per Position	\$333.33	\$8,666.58
1	Back Room Equipment Staging - Per Cabinet	\$2,333.33	\$2,333.33
	<b>Project Survey</b>		
1	Project Survey (per Site)	\$2,000.00	\$2,000.00
3	Living Expense per Day per Person	\$266.67	\$800.01
1	Travel Fee per Person	\$1,666.67	\$1,666.67
	<b>Installation</b>		
9	Professional Services (per Day)	\$2,000.00	\$18,000.00
11	Living Expense per Day per Person	\$266.67	\$2,933.37
1	Travel Fee per Person	\$1,666.67	\$1,666.67
	<b>CCS Training</b>		
3	ACD CCS Training	\$2,000.00	\$6,000.00
5	Living Expense per Day per Person	\$266.67	\$1,333.35
1	Travel Fee per Person	\$1,666.67	\$1,666.67
	<b>Project Management Services</b>		
1	Project Management Services	\$13,323.08	\$13,323.08
	<b>Power Stations</b>		
26	A9C G2 Bundle - Dual Core	\$3,266.67	\$84,933.42
26	PWS : HDT (Headset I/F) Module	\$494.67	\$12,861.42
26	PWS : MTI (Misc Tel I/F) Module	\$723.33	\$18,806.58
26	PWS : TPR (Third-Party Radio I/F) Module	\$816.67	\$21,233.42
26	A9C Desk Mounting Kit	\$182.00	\$4,732.00
26	A9-1-1 Call Handling Accessories	\$494.67	\$12,861.42
26	IWS Workstation - Software and Configuration	\$364.00	\$9,464.00
	<b>Maintenance Services</b>		
	<b>Software Subscription</b>		
26	Software Subscription Service-year one	\$2,000.00	\$52,000.00
26	Software Subscription Service-year two	\$2,000.00	\$52,000.00
26	Software Subscription Service-year three	\$2,000.00	\$52,000.00

<b>Qty</b>	<b>Description</b>	<b>Unit Price</b>	<b>Extended Price</b>
	Software Protection and Remote Tech Support		
26	Software Protection and remote year one	\$800.00	\$20,800.00
26	Software Protection and remote year two	\$800.00	\$20,800.00
26	Software Protection and remote year three	\$800.00	\$20,800.00
	Sentry Monitoring Service		
1	Set-Up Fee	\$2,000.00	\$2,000.00
39	Sentry Monitoring per Node per Year/Year one	\$160.00	\$6,240.00
39	Sentry Monitoring per Node per Year/Year two	\$160.00	\$6,240.00
39	Sentry Monitoring per Node per Year/Year three	\$160.00	\$6,240.00
	Optional Items and Services		
	VIPER		
26	9-1-1 Ingress via SIP - License per position	\$462.00	\$12,012.00
1	License to Connect Non-Intrado Recording Device	\$1,862.00	\$1,862.00
	Power 911		
26	Power 911 Add-On Recorder for Radio Upgrade	\$280.00	\$7,280.00
1	ITRR Upgrade Media Kit	\$280.00	\$280.00
	Power MIS Hardware		
1	IWS Server RACK Bundle - Type B	\$11,460.00	\$11,460.00
1	Additional Backup Executive SQL Agent	\$1,148.20	\$1,148.20
	Command Hardware		
1	Backup Disk Solution for Windows Server (Rack-Mount)	\$4,533.33	\$4,533.33
	Refresher Training		
5	Living Expense per Day per Person	\$266.67	\$1,333.35
1	Travel Fee per Person	\$1,666.67	\$1,666.67
1	Power 911 Administrator Training	\$2,000.00	\$2,000.00
2	Power 911 User Training	\$2,000.00	\$4,000.00
<b>Material Summary</b>			\$938,762.29
<b>Labor, Misc., Warranty, Freight</b>			\$101,407.12

**Project Total Investment:****\$1,040,169.40**

Software Licensing

# SUNGARD® PUBLIC SECTOR

1000 Business Center Drive  
Lake Mary, FL 32746  
800-727-8088  
www.sungardps.com

## Invoice

Company	Document No	Date	Page
LG	120899-LH	1-Jul-2016	1 of 1

Req # 02382

Bill To: GUILFORD METRO 9-1-1  
PO BOX 3136  
GREENSBORO, NC 27402-3136  
United States  
Attn: Glenn Lamb

281-3903-01.5621 ✓

Customer No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
5333LG	Guilford Metro 9-1-1		USD	NET30	Upon Receipt

No.	SKU Code/Description/Comments	Acct-Inv-No	Units	Rate	Extended
<b>Maintenance Start: 01/Jul/2016, End: 30/Jun/2017</b>					
Contract No. 5333-Main					
1	OSSI Alpha Numeric Paging Module	5333LG-120899-2	1.00	1,504.69	1,504.69 0.00
Contract No. 20050717					
2	OSSI Fire PROQA Interface	5333LG-120899-3	1.00	1,504.69	1,504.69 0.00
Contract No. DW01-135					
3	OSSI Rip and Run Printing/Faxing Module	5333LG-120899-4	1.00	980.84	980.84 0.00
Contract No. DW03-436					
4	OSSI Interface to Pagegate	5333LG-120899-5	1.00	178.33	178.33 0.00
Contract No. PP-5308					
5	ONESolution CAD Map Display & Map Maintenance Softw	5333LG-120899-7	1.00	11,368.73	11,368.73
6	OSSI Site License for Message Switch for CAD	5333LG-120899-8	1.00	4,012.49	4,012.49
7	OSSI's Messaging Software Switch for CAD	5333LG-120899-9	1.00	23,071.84	23,071.84
8	OSSI - Visual CAD Computer Aided Dispatch Server Licens	5333LG-120899-10	1.00	50,156.17	50,156.17
9	OSSI - CAD Dispatch/Call Taking Positions	5333LG-120899-11	1.00	30,093.71	30,093.71
10	OSSI CAD to CAD Interface	5333LG-120899-12	1.00	5,015.62	5,015.62
11	OSSI PROQA EMS Interface	5333LG-120899-13	1.00	1,504.69	1,504.69
Contract No. 150439					
12	OS - Upgrade MCT Client Digital Dispatch to Enterprise	5333LG-120897-3	1.00	28,000.00	28,000.00
13	OS - MCT - Freedom Enterprise License	5333LG-120897-4	1.00	5,200.00	5,200.00
Contract No. 150009					
14	OSSI - Motorola MCC7500 Toning Interface	5308LG-120872-2	1.00	3,679.99	3,679.99

Page Total 166,271.79

**Remit Payment To:**  
SunGard Public Sector Inc.  
Bank of America  
12709 Collection Center Drive  
Chicago, IL 60693

Subtotal	166,271.79
Sales Tax	11,223.35
Invoice Total	177,495.14
Payment Received	0.00
Balance Due	177,495.14

Req # 62356 01/17/17

Software Licensing

# SUNGARD® PUBLIC SECTOR

1000 Business Center Drive  
Lake Mary, FL 32746  
800-727-8088  
www.sungardps.com

## Invoice

Company	Document No	Date	Page
LG	20061665-01-LH15	1-Jul-2015	1 of 1

Bill To: GUILFORD METRO 9-1-1  
PO BOX 3136  
GREENSBORO, NC 27402-3136  
United States  
Attn: Glenn Lamb

281-3903-01.5621

Customer No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
5333LG	Guilford Metro 9-1-1		USD	NET30	Upon Receipt

No.	SKU Code/Description/Comments	Acct-Inv-No	Units	Rate	Extended
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Contract No. 20061665-01

**Maintenance Start: 01/Jul/2015, End: 30/Jun/2016**

1	OSSI - Site License of MCT Client Software	5308LG-102218-1	1.00	12,985.45	12,985.45
2	OSSI - E911 Interface Module	5333LG-105337-1	1.00	1,514.97	1,514.97
3	OSSI MCT Client Software (GC)	5333LG-105336-3	16.00	154.88	2,478.08
4	OSSI MCT Client for Digital Dispatch	5333LG-105336-16	14.00	172.27	2,411.78
5	MCT Interface	5317LG-102220-2	1.00	6,632.30	6,632.30
6	OSSI Base Mobile Server Software Client	5317LG-102220-3	1.00	6,546.81	6,546.81
7	MCT Interface	5317LG-102220-5	23.00	59.51	1,368.73
8	OSSI Base Mobile Server Software Upgrade	5317LG-102220-6	23.00	39.75	914.25
9	OSSI MCT Client Software	5317LG-102220-7	23.00	137.61	3,165.03
10	MCT Interface	5317LG-102220-8	1.00	2,975.82	2,975.82
11	OSSI Base Mobile Server Software Upgrade	5317LG-102220-9	1.00	1,983.52	1,983.52
12	OSSI MCT Client Software	5317LG-102220-10	50.00	154.85	7,742.50
13	MCT Interface	5317LG-102220-12	14.00	59.51	833.14
14	OSSI Base Mobile Server Software Upgrade	5317LG-102220-13	14.00	39.72	556.08
15	OSSI MCT Client Software	5317LG-102220-14	14.00	137.65	1,927.10
16	OSSI - Mobile Client Software	5317LG-102219-12	14.00	38.95	<del>545.30</del>
17	MCT Interface	5317LG-102220-15	6.00	59.51	357.06
18	OSSI Base Mobile Server Software Upgrade	5317LG-102220-16	6.00	39.75	238.50
19	OSSI MCT Client Software	5317LG-102220-17	6.00	137.64	825.84
20	Less payment received for lines 2-4	Paid 1/15/2016	(1.00)	6,404.83	(6,404.83)

Page Total 49,597.43

### Remit Payment To:

SunGard Public Sector Inc.  
Bank of America  
12709 Collection Center Drive  
Chicago, IL 60693

Subtotal	49,597.43
Sales Tax	3,347.83
Invoice Total	52,945.26
Payment Received	0.00
Balance Due	52,945.26

Base mobile message server software 50% eligible.

**SUNGARD® PUBLIC SECTOR**

1000 Business Center Drive  
Lake Mary, FL 32746  
800-727-8088  
www.sungardps.com

**Invoice**

Company	Document No	Date	Page
LG	20061665-01-LH16	1-Jul-2016	1 of 1

Req # 62382 PO #

Bill To: GUILFORD METRO 9-1-1  
PO BOX 3136  
GREENSBORO, NC 27402-3136  
United States  
Attn: Glenn Lamb

Change to: E

**REVISED****9:48 am, Jun 21, 2017**

Customer No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
5333LG	Guilford Metro 9-1-1		USD	NET30	Upon Receipt

No.	SKU Code/Description/Comments	Acct-Inv-No	Units	Rate	Extended
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Contract No. 20061665-01

**Maintenance Start: 01/Jul/2016, End: 30/Jun/2017**

1	OSSI - Site License of MCT Client Software	5308LG-120872-1	1.00	13,374.98	13,374.98
2	OSSI - E911 Interface Module	5333LG-120899-1	1.00	1,560.42	1,560.42
3	OSSI MCT Client Software (GC)	5333LG-120898-3	16.00	159.53	2,552.48
4	OSSI MCT Client for Digital Dispatch	5333LG-120898-15	14.00	177.44	2,484.16
5	MCT Interface	5317LG-120882-2	1.00	6,831.27	6,831.27
6	OSSI Base Mobile Server Software Client	5317LG-120882-3	1.00	6,743.21	6,743.21
7	MCT Interface	5317LG-120882-5	23.00	61.30	1,409.90
8	OSSI Base Mobile Server Software Upgrade	5317LG-120882-6	23.00	40.94	941.62
9	OSSI MCT Client Software	5317LG-120882-7	23.00	141.74	3,260.02
10	MCT Interface	5317LG-120882-8	1.00	3,065.09	3,065.09
11	OSSI Base Mobile Server Software Upgrade	5317LG-120882-9	1.00	2,043.03	2,043.03
12	OSSI MCT Client Software	5317LG-120882-10	50.00	159.50	7,975.00
13	MCT Interface	5317LG-120882-12	14.00	61.30	858.20
14	OSSI Base Mobile Server Software Upgrade	5317LG-120882-13	14.00	40.91	572.74
15	OSSI MCT Client Software	5317LG-120882-14	14.00	141.78	1,984.92
16	OSSI - Mobile Client Software	5317LG-120880-12	14.00	40.12	<del>561.68</del>
17	MCT Interface	5317LG-120882-15	6.00	61.30	367.80
18	OSSI Base Mobile Server Software Upgrade	5317LG-120882-16	6.00	40.94	245.64
19	OSSI MCT Client Software	5317LG-120882-17	6.00	141.77	850.62

Move charges from  
line 3 to 6873905-

Bill to Guilford County

6/2/17

Page Total 57,682.78

~~deduct \$2552.48~~ ~~\$55130.3~~

Subtotal	57,682.78
Sales Tax	3,893.59
Invoice Total	61,576.37
Payment Received	0.00
Balance Due	61,576.37

**Base mobile message server software  
50% eligible.**



# INVOICE

Invoice: OTH-0011208-30  
Invoice Date: 2/1/2017  
Page: 1 of 1

Bill to: City of Greensboro  
Attn: Sandy Land  
1201 Coliseum Blvd  
Greensboro NC 27403

Customer ID:	CITYOFGREEN
PO / Contract No:	
Payment Terms:	Net 30
Due Date:	3/3/2017
<b>Amount Due:</b>	<b>\$3,350.00</b>

For billing questions, please call Laura Pennington at 980/373-1978

Line	Date of Charge	Description	Net Amount
1		City of Greensboro New UPS Service Contract# 6674 911 Facility	\$3,350.00

**Amount Due: \$3,350.00**

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

↓ Please detach and return with your payment. Please indicate invoice number on check.

### Payment Coupon

**Please make check payable to:**

Duke Energy  
P.O. Box 601297  
Charlotte NC 28260-1297

**ACH Instructions:**

Wells Fargo, NA  
121000248  
Duke Energy  
002000002929611

Invoice Number: OTH-0011208-30

Corporation Code: 20049  
Please Pay By: 3/3/2017  
Customer ID: CITYOFGREEN  
Total Amount Due: **\$3,350.00**

Fed Tax ID # 20-2777218

City of Greensboro  
Attn: Sandy Land  
1201 Coliseum Blvd  
Greensboro NC 27403

Amount Enclosed



1815200800000000000000000000700003350002



# INVOICE

Invoice: OTH-0010994-34  
Invoice Date: 2/1/2017  
Page: 1 of 1

Bill to: City of Greensboro  
Attn: Sandy Land  
1201 Coliseum Blvd  
Greensboro NC 27403

Customer ID:	CITYOFGREEN
PO / Contract No:	
Payment Terms:	Net 30
Due Date:	3/3/2017

Amount Due:	\$12,589.00
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For billing questions, please call Laura Pennington at 980/373-1978

Line	Date of Charge	Description	Net Amount
1		City of Greensboro On-site Generation Service Contract #6673 911 Facility	\$12,589.00

**Amount Due: \$12,589.00**

TO AVOID SERVICE INTERRUPTION, PLEASE DO NOT SEND MONTHLY UTILITY ACCOUNT PAYMENTS TO THIS ADDRESS

↓ Please detach and return with your payment. Please indicate invoice number on check.

### Payment Coupon

**Please make check payable to:**

Duke Energy  
P.O. Box 601297  
Charlotte NC 28260-1297

**ACH Instructions:**

Wells Fargo, NA  
121000248  
Duke Energy  
002000002929611

Invoice Number: OTH-0010994-34

Corporation Code: 20049  
Please Pay By: 3/3/2017  
Customer ID: CITYOFGREEN  
Total Amount Due: **\$12,589.00**

Fed Tax ID # 20-2777218

City of Greensboro  
Attn: Sandy Land  
1201 Coliseum Blvd  
Greensboro NC 27403

Amount Enclosed



181.5200800000000000000000000700012589000

Radio Network Switching Equipment (11 pages)  
105850  
**ORIGINAL**

**ONTARIO INVESTMENTS, INC.**

6666 Old Collamer Road  
East Syracuse, NY 13057  
(315) 431-4676  
(315) 431-4675 FAX

**RETURN THIS COPY**

**EXHIBIT A  
EQUIPMENT SCHEDULE**

To Master Lease Agreement dated July 1, 2013

Equipment Schedule No. L2282 dated November 24, 2015

This is Counterpart No. 1 of 3 serially numbered, manually executed counterparts. To the extent that this document constitutes chattel paper under the Uniform Commercial Code, no security interest in the document may be created through transfer and possession of any counterpart other than Counterpart No. 1.

This Equipment Schedule is made this **24th** day of **November, 2015**, between Ontario Investments, Inc. having its principal place of business at 6666 Old Collamer Road, East Syracuse, NY 13057 ("Lessor"), and **City of Greensboro** having a principal place of business at **300 West Washington Street, Greensboro, NC 27401** ("Lessee").

**1. Lease**

Subject to the terms and conditions set forth in this Equipment Schedule, Lessor hereby leases to Lessee and Lessee leases from Lessor the items of personal property (collectively the "Equipment" or individually and "Item") set forth in Section 5. Capitalized terms used herein shall have the meanings attributed to them in this Equipment Schedule or in the Master Lease Agreement incorporated herein.

**2. Terms**

The terms and conditions of the Master Lease Agreement dated **July 1, 2013**, a copy of which is annexed hereto, are incorporated in this Equipment Schedule and made a part of this Lease. This Equipment Schedule constitutes a separate Lease, evidenced by the executed copies hereof.

**3. The Equipment**

Lessor, at the express request of Lessee, may have ordered the Equipment set forth in this Equipment Schedule from supplier(s) selected solely by Lessee OR Lessor shall supply the Equipment from Lessor's inventory. Lessor has made no representations or recommendations regarding Lessee's choice of supplier(s). Lessee negotiated the style, quality, price, delivery date(s) and all other relating to the Equipment directly with the supplier(s) and without Lessor's assistance or participation.

**4. Location of Items of Equipment**

**Various Locations**

5. Description of Equipment

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
------	------	-----------------------	--------------	------------

(See Attachment)

6. Rent

- (a) Lease Term: 48 months  
(b) Amount of Periodic Rent: \$15,453.80  
(c) Payment Period:  
X monthly quarterly annual-in-advance one time payment  
(d) Start Date: 12/01/15 End Date: 11/30/19  
(e) Options: None

7. Casualty Value

The Casualty Value for any Item shall be the greater of the cost to replace the Item with like Equipment of the same or a later model, and in good repair, condition and working order, or an amount equal to the Cost of the Item multiplied by the applicable percentage set forth in the attached Schedule 1.

8. E-VERIFY

The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Contractor", "Sub-Contractor" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Equipment Schedule to be duly executed as of the date first above written.

LESSOR: ONTARIO INVESTMENTS, INC

By: [Signature]

Its: [Signature]

Attest: [Signature]

Title: [Signature]

LESSEE: CITY OF GREENSBORO

By: [Signature]

Its: Asst. CITY MANAGER

Attest: [Signature]

Title: Deputy City Clerk

Approved: [Signature]

IT DIRECTOR

Approved as to form

[Signature]

Assistant City Attorney

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

[Signature]

Deputy Finance Officer

Attachment B  
Equipment Schedule L2282  
Ontario Investments, Inc. (Lessor) And City of Greensboro (Lessee)

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
<b><u>Configuration 1</u></b>				
<b>**GM 911 7050TX SPINE**</b>				
2	DCS-7050TX-128-F	Arista 7050X, 96x10GbE (1/10GBASE-T) & 8xQSFP+ switch, front-to-rear air, 2xAC, 2xC13-C14 cords	New	JPE15082282, JPE15090970
2	LIC-FIX-2-V	Virtualization license for Arista Fixed switches, 40-128 port 10G (VMTracer and VXLAN)	New	N/A
2	LIC-FIX-2-E	Enhanced L3 License for Arista Fixed switches, 40-128 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
<b>**GM 911 7050TX A-CARE**</b>				
48	SVC-7050TX-128-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050TX-128	New	N/A
48	SVC-7050TX-128-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050TX-128	New	N/A
<b>**JUSTICE 6500 REPLACEMENT**</b>				
2	DCS-7050QX - 32S-F-P	Promo: Arista 7050X, 32xQSFP+ & 4xSFP+ switch front-to-rear airflow and dual AC power supplies	New	JPE15413829, JPE15421674
2	LIC-FIX-2-V	Virtualization license for Arista Fixed switches, 40-128 port 10G (VMTracer and VXLAN)	New	N/A
2	LIC-FIX-2-E	Enhanced L3 License for Arista Fixed switches, 40-128 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
<b>**JUSTICE ARISTA A-CARE MAINTENANCE**</b>				
48	SVC-7050QX-32S-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050QX-32S	New	N/A
48	SVC-7050QX-32S-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050QX-32S	New	N/A
<b>**JUSTICE OPTICS**</b>				
5	CAB-Q-Q-3M	40GbE QSFP+ to QSFP+ twinax copper cable, 3M	New	N/A
4	QSFP-40G-LRL4	40GBASE-LRL4 QSFP+ transceiver, up to 1KM over single-mode fiber	New	
<b>Serial #'s: XVL154400011, XVL154400060, XVL154400097, XVL154400042</b>				
2	QSFP-40G-LR4	40GBASE-LR4 QSFP+ transceiver, up to 10KM over single-mode fiber	New	XDP153380228, XDP153380033
5	SFP-10G-LR	10GBASE-LR SFP+ (Long Reach)	New	
<b>Serial #'s: XDP145202172, XDP145200613, XDP145203133, XDP145200365, XDP145203157</b>				
2	QSFP-40G-ER4	40GBASE-ER4 QSFP+ transceiver, up to 40km over single-mode fiber	New	XFY1506J000R, XFY1506J0002

**Ship To:**

Attn: L2282, Conf. 1-Rashid Thompson-Information Technology

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
<b><u>Configuration 2</u></b>				
<b>**ARISTA HW / LICENSES**</b>				
2	DCS-7280SE-64-F	Arista 7280E, 48x10GbE (SFP+) & 4x40GbE QSFP+ switch, front-to-rear air, 2xAC, 2xC13-C14 cords	New	JPE15304613, JPE15360464
2	LIC-FIX-1-E	Enhanced L3 License for Arista Fixed switches, 24-36 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
2	LIC-FIX-1-Z	Monitoring & provisioning license for Arista Fixed switches 24-36 port 10G (ZTP, LANZ, TapAgg, API, Time-stamping, OpenFlow)	New	N/A
<b>** OPTICS**</b>				
1	QSFP-40G-LR4	40GBASE-LR4 QSFP+ transceiver, up to 10KM over single-mode fiber	New	XLA154000688
1	QSFP-40G-ER4	40GBASE-ER4 QSFP+ transceiver, up to 40km over single-mode fiber	New	XFY1506J000F
2	CAB-Q-Q-1M	40GbE QSFP+ to QSFP+ twinax copper cable, 1M	New	N/A
2	SFP-1G-T	1000BASE-T SFP (RJ-45 Copper)	New	XMD15315205D, XMD1532523YM
16	SFP-1G-LX	1000BASE-LX SFP (Long Haul)	New	
Serial #'s: XMD1503CT2KF, XMD1503CT2FM, XMD1504CT055, XMD1503CT0R6, XMD1503CT0PP, XMD1503CT2MK, XMD1503CT0R5, XMD1503CT2HJ, XMD1503CT2HE, XMD1503CT2UA, XMD1503CT2U9, XMD1503CT2KE, XMD1503CT0RB, XMD1503CT2MG, XMD1504CT09B, XMD1503CT2DW				
<b>**ARISTA A-CARE MAINTENANCE**</b>				
48	SVC-7280SE-64-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SE-64	New	N/A
48	SVC-7280SE-64-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SE-64	New	N/A

**Ship To:**  
Attn: L2282A, Conf. 2-Rashid Thompson-Information Technology

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
<b><u>Configuration 3</u></b>				
<b>**7050TX SPINE SWITCHES**</b>				
2	DCS-7050TX-128-F	Arista 7050X, 96x10GbE (1/10GBASE-T) & 8xQSFP+ switch, front-to-rear air, 2xAC, 2xC13-C14 cords	New	JPE15111724, JPE15112227
2	LIC-FIX-2-E	Enhanced L3 License for Arista Fixed switches, 40-128 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
2	LIC-FIX-2-V	Virtualization license for Arista Fixed switches, 40-128 port 10G (VMTracer and VXLAN)	New	N/A
<b>**7050TX SPINE A-CARE**</b>				
48	SVC-7050TX-128-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050TX-128	New	N/A
48	SVC-7050TX-128-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050TX-128	New	N/A
<b>**7050SX ACCESS LAYER DISTRIBUTION**</b>				
2	DCS-7050SX-64-F	Promo: Arista 7050X, 48x10GbE (SFP+) & 4xQSFP+ switch front-to-rear air, 2xAC, 2xC13-C14 cords	New	JPE15414363, JPE15414378
2	LIC-FIX-1-Z	Monitoring & provisioning license for Arista Fixed switches 24-36 port 10G (ZTP, LANZ, TapAgg, API, Time-stamping, OpenFlow)	New	N/A
<b>**7050SX A-CARE**</b>				
48	SVC-7050SX-64-1M-NB	1-Month A-Care Software & NBD Hardware Replacement/Sane Day Ship for 7050SX-64	New	N/A
48	SVC-7050SX-64-1M-NB	1-Month A-Care Software & NBD Hardware Replacement/Sane Day Ship for 7050SX-64	New	N/A
<b>**OPTICS**</b>				
8	AOC-Q-Q-40G-5M	QSFP+ to QSFP+ 40GbE Active Optical Cable 5 meter	New	
Serial #'s: XEJ150901005, XEJ150901071, XEJ150900306, XEJ150901083, XEJ150901122, XEJ150900542, XEJ150901113, XEJ150900626				
4	AOC-Q-Q-40G-3M	QSFP+ to QSFP+ 40GbE Active Optical Cable 3 meter	New	
Serial #'s: XEJ144500421, XEJ144500230, XEJ144400617, XEJ144500412				
1	QSFP-40G-LR4	40GBASE-LR4 QSFP+ transceiver, up to 10KM over single-mode fiber	New	XDP153380242
1	QSFP-40G-ER4	40GBASE-ER4 QSFP+ transceiver, up to 40km over single-mode fiber	New	XFY1506J000Y
1	SFP-1G-LX	1000BASE-LX SFP (Long Haul)	New	XFY1506J000Y

**Ship To:**

Attn: L2282B, Conf. 3--Rashid Thompson--Information Technology

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
<b><u>Configuration 4</u></b>				
<b>**ARISTA HW / LICENSES**</b>				
2	DCS-7280SE-64-F	Arista 7280E, 48x10GbE (SFP+) & 4x40GbE QSFP+ switch, front-to-rear air, 2xAC, 2xC13-C14 cords	New	JPE15370019, JPE15370027
2	LIC-FIX-2-V	Virtualization license for Arista Fixed switches, 40-128 port 10G (VMTracer and VXLAN)	New	N/A
2	LIC-FIX-2-E	Enhanced L3 License for Arista Fixed switches, 40-128 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
<b>** OPTICS**</b>				
2	QSFP-40G-LR4	40GBASE-LR4 QSFP+ transceiver, up to 10KM over single-mode fiber	New	XDP153380060, XDP153380122
2	CAB-Q-Q-1M	40GbE QSFP+ to QSFP+ twinax copper cable, 1M	New	N/A
15	SFP-1G-T	1000BASE-T SFP (RJ-45 Copper)	New	
Serial #'s: XMD1524521J3, XMD1524521J4, XMD1524521JJ, XMD1524521J0, XMD1524521J1, XMD1524521J9, XMD1527521SN, XMD1527521SE, XMD1527521SF, XMD1527521SL, XMD1527521T7, XMD1527521SM, XMD1527521T0, XMD1527521T5, XMD1527521T4				
20	SFP-1G-LX	1000BASE-LX SFP (Long Haul)	New	
Serial #'s: XMD1502CT00A, XMD1502CT009, XMD1502CT1VB, XMD1502CT1EA, XMD1502CT1VM, XMD1502CT0R8, XMD1502CT2G8, XMD1502CT2G6, XMD1502CT0V2, XMD1502CT0UT, XMD1502CT2TH, XMD1502CT1C6, XMD1502CT2CF, XMD1502CT2CD, XMD1502CT1TV, XMD1502CT29C, XMD1502CT0W8, XMD1502CT2X2, XMD1502CT0K1, XMD1502CT0W2				
10	SFP-1G-LX	1000BASE-LX SFP (Long Haul)	New	
Serial #'s: XMD1502CT1H3, XMD1502CT2CA, XMD1502CT1H6, XMD1502CT2CC, XMD1502CT1TR, XMD1502CT1GX, XMD1502CT1H7, XMD1502CT29Y, XMD1502CT16V, XMD1502CT2M8				
<b>**ARISTA A-CARE MAINTENANCE**</b>				
48	SVC-7280SE-64-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SE-64	New	N/A
48	SVC-7280SE-64-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SE-64	New	N/A

**Ship To:**

Attn: L2282C, Conf. 4-Rashid Thompson-Information Technology

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
<b><u>Configuration 6</u></b>				
<b>**ARISTA HW / LICENSES**</b>				
2	DCS-7050QX - 32S-F-P	Promo: Arista 7050X, 32xQSFP+ & 4xSFP+ switch front-to-rear airflow and dual AC power supplies	New	JPE15420577, JPE15420664
2	LIC-FIX-1-E	Enhanced L3 License for Arista Fixed switches, 24-36 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
2	LIC-FIX-1-Z	Monitoring & provisioning license for Arista Fixed switches 24-36 port 10G (ZTP, LANZ, TapAgg, API, Time-stamping, OpenFlow)	New	N/A
4	CAB-Q-Q-3M	40GbE QSFP+ to QSFP+ twinax copper cable, 3M	New	N/A
4	CAB-Q-Q-5M	40GbE QSFP+ to QSFP+ twinax copper cable, 5M	New	N/A
4	CAB-Q-Q-7M	40GbE QSFP+ to QSFP+ twinax copper cable, 7M	New	N/A
2	QSFP-40G-LR4	40GBASE-LR4 QSFP+ transceiver, up to 10KM over single-mode fiber	New	XDP153380260, XDP153380049
8	AOC-Q-Q-40G-15M	QSFP+ to QSFP+ 40GbE Active Optical Cable 15 meter	New	
<b>Serial #'s: XEJ151600313, XEJ151600406, XEJ151600622, XEJ151600601, XEJ151600072, XEJ151600068, XEJ151600387, XEJ151600543</b>				
<b>**ARISTA A-CARE MAINTENANCE**</b>				
48	SVC-7050QX-32S-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050QX-32S	New	N/A
48	SVC-7050QX-32S-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050QX-32S	New	N/A

**Ship To:**

Attn: L2282E, Conf. 6--Rashid Thompson--Information Technology

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
<b><u>Configuration 7</u></b>				
<b>**ARISTA HW / LICENSES**</b>				
2	DCS-7050SX - 64-F-P	Promo: Arista 7050X, 48x10GbE (SFP+) & 4xQSFP+ switch front-to-rear air, 2xAC, 2xC13-C14 cords	New	JPE15414366, JPE15414443
2	LIC-FIX-2-E	Enhanced L3 License for Arista Fixed switches, 40-128 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
2	CAB-Q-Q-3M	40GbE QSFP+ to QSFP+ twinax copper cable, 3M	New	N/A
16	SFP-1G-LX	1000BASE-LX SFP (Long Haul)	New	
Serial #'s: XMD1502CT2MD, XMD1502CT16M, XMD1502CT2X6, XMD1502CT2X5, XMD1502CT0K7, XMD1502CT2MA, XMD1502CT2A1, XMD1502CT2MB, XMD1502CT0RC, XMD1502CT2X1, XMD1502CT0R6, XMD1502CT2G9, XMD1502CT0UX, XMD1502CT0RA, XMD1502CT0UR, XMD1502CT0B1				
16	SFP-1G-SX	1000BASE-SX SFP (Short Haul)	New	
Serial #'s: XCW1503QH1C2, XCW1502QH1G7, XCW1503QH01L, XCW1502QH0EX, XCW1503QH01W, XCW1502QH0C1, XCW1503QH1BW, XCW1503QH022, XCW1503QH02U, XCW1502QH1JB, XCW1503QH0GC, XCW1503QH0GJ, XCW1503QH0TT, XCW1503QH11A, XCW1503QH0UV, XCW1502QH042				
<b>**ARISTA EXISTING**</b>				
1	DCS-7050TX-128-F	Promo: Arista 7050X, 96x10GbE (1/10GBASE-T) & 8xQSFP+ switch, front-to-rear air, 2xAC, 2xC13-C14 cords	New	JPE15313231
1	LIC-FIX-1-E	Enhanced L3 License for Arista Fixed switches, 24-36 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
1	LIC-FIX-1-Z	Monitoring & provisioning license for Arista Fixed switches 24-36 port 10G (ZTP, LANZ, TapAgg, API, Time-stamping, OpenFlow)	New	N/A
<b>**ARISTA A-CARE MAINTENANCE**</b>				
48	SVC-7050SX-64-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050SX-64	New	N/A
48	SVC-7050SX-64-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050SX-64	New	N/A
<b>**ARISTA A-CARE FOR EXISTING**</b>				
48	SVC-7050TX-128-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050TX-128	New	N/A

**Ship To:**  
Attn: L2282F, Conf. 7-Rashid Thompson-Information Technology

SCHEDULE 1

TO EQUIPMENT SCHEDULE NO. L2282 DATED NOVEMBER 24, 2015 BETWEEN ONTARIO INVESTMENTS, INC. (LESSOR) AND CITY OF GREENSBORO (LESSEE) "EQUIPMENT COST":  
\$725,190.28.

CASUALTY VALUES (%)

<u>PAYMENT NUMBER</u>	<u>CASUALTY VALUE</u>	<u>PAYMENT NUMBER</u>	<u>CASUALTY VALUE</u>
1	108.95	31	72.61
2	107.89	32	71.22
3	106.82	33	69.82
4	105.74	34	68.41
5	104.65	35	66.98
6	103.55	36	65.54
7	102.44	37	64.09
8	101.32	38	62.62
9	100.19	39	61.14
10	99.05	40	59.65
11	97.90	41	58.14
12	96.74	42	56.62
13	95.57	43	55.08
14	94.39	44	53.53
15	93.20	45	51.97
16	92.00	46	50.39
17	90.79	47	48.80
18	89.57	48	47.19
19	88.34		
20	87.09		
21	85.83		
22	84.56		
23	83.28		
24	81.99		
25	80.69		
26	79.37		
27	78.04		
28	76.70		
29	75.35		
30	73.99		

Lessee: **CITY OF GREENSBORO**

By: Wesley Reut

Title: Asst CITY MANAGER

Date: 12-18-15

LESSOR: Ontario Investments, Inc.  
6666 Old Collamer Road  
East Syracuse, NY 13057

CONTRACT NO. ALWAYS REFER TO:  
L2282

LESSEE: City of Greensboro  
ADDRESS: 300 West Washington Street  
COUNTY: Guilford  
CITY: Greensboro  
STATE & ZIP: North Carolina 27401

CONTACT: Kathy Goodwin

### CERTIFICATE OF ACCEPTANCE

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
<b><u>Configuration 1</u></b>				
<b>**GM 911 7050TX SPINE**</b>				
2	DCS-7050TX-128-F	Arista 7050X, 96x10GbE (1/10GBASE-T) & 8xQSFP+ switch, front-to-rear air, 2xAC, 2xC13-C14 cords	New	JPE15082282, JPE15090970
2	LIC-FIX-2-V	Virtualization license for Arista Fixed switches, 40-128 port 10G (VMTracer and VXLAN)	New	N/A
2	LIC-FIX-2-E	Enhanced L3 License for Arista Fixed switches, 40-128 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
<b>**GM 911 7050TX A-CARE**</b>				
48	SVC-7050TX-128-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050TX-128	New	N/A
48	SVC-7050TX-128-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050TX-128	New	N/A
<b>**JUSTICE 6500 REPLACEMENT**</b>				
2	DCS-7050QX-32S-F-P	Promo: Arista 7050X, 32xQSFP+ & 4xSFP+ switch front-to-rear airflow and dual AC power supplies	New	JPE15413829, JPE15421674
2	LIC-FIX-2-V	Virtualization license for Arista Fixed switches, 40-128 port 10G (VMTracer and VXLAN)	New	N/A
2	LIC-FIX-2-E	Enhanced L3 License for Arista Fixed switches, 40-128 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
<b>**JUSTICE ARISTA A-CARE MAINTENANCE**</b>				
48	SVC-7050QX-32S-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050QX-32S	New	N/A
48	SVC-7050QX-32S-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050QX-32S	New	N/A
<b>**JUSTICE OPTICS**</b>				
5	CAB-Q-Q-3M	40GbE QSFP+ to QSFP+ twinax copper cable, 3M	New	N/A
4	QSFP-40G-LRL4	40GBASE-LRL4 QSFP+ transceiver, up to 1KM over single-mode fiber	New	
<b>Serial #'s: XVL154400011, XVL154400060, XVL154400097, XVL154400042</b>				
2	QSFP-40G-LR4	40GBASE-LR4 QSFP+ transceiver, up to 10KM over single-mode fiber	New	XDP153380228, XDP153380033

CERTIFICATE OF ACCEPTANCE  
EQUIPMENT SCHEDULE L2282  
PAGE 2

<u>QTY.</u>	<u>MFR.</u>	<u>EQUIPMENT DESCRIPTION</u>	<u>NEW/ USED</u>	<u>SERIAL NO.</u>
<u>Configuration 1 (con't)</u>				
5	SFP-10G-LR	10GBASE-LR SFP+ (Long Reach)	New	
		Serial #'s: XDP145202172, XDP145200613, XDP145203133, XDP145200365, XDP145203157		
2	QSFP-40G- ER4	40GBASE-ER4 QSFP+ transceiver, up to 40km over single-mode fiber	New	XFY1506J000R, XFY1506J0002

Ship To:

Attn: L2282, Conf. 1-Rashid Thompson-Information Technology

CERTIFICATE OF ACCEPTANCE  
EQUIPMENT SCHEDULE L2282  
PAGE 3

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
<b><u>Configuration 2</u></b>				
<b>**ARISTA HW / LICENSES**</b>				
2	DCS-7280SE-64-F	Arista 7280E, 48x10GbE (SFP+) & 4x40GbE QSFP+ switch, front-to-rear air, 2xAC, 2xC13-C14 cords	New	JPE15304613, JPE15360464
2	LIC-FIX-1-E	Enhanced L3 License for Arista Fixed switches, 24-36 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
2	LIC-FIX-1-Z	Monitoring & provisioning license for Arista Fixed switches 24-36 port 10G (ZTP, LANZ, TapAgg, API, Time-stamping, OpenFlow)	New	N/A
<b>** OPTICS**</b>				
1	QSFP-40G-LR4	40GBASE-LR4 QSFP+ transceiver, up to 10KM over single-mode fiber	New	XLA154000688
1	QSFP-40G-ER4	40GBASE-ER4 QSFP+ transceiver, up to 40km over single-mode fiber	New	XFY1506J000F
2	CAB-Q-Q-1M	40GbE QSFP+ to QSFP+ twinax copper cable, 1M	New	N/A
2	SFP-1G-T	1000BASE-T SFP (RJ-45 Copper)	New	XMD15315205D, XMD1532523YM
16	SFP-1G-LX	1000BASE-LX SFP (Long Haul)	New	
Serial #'s: XMD1503CT2KF, XMD1503CT2FM, XMD1504CT055, XMD1503CT0R6, XMD1503CT0PP, XMD1503CT2MK, XMD1503CT0R5, XMD1503CT2HJ, XMD1503CT2HE, XMD1503CT2UA, XMD1503CT2U9, XMD1503CT2KE, XMD1503CT0RB, XMD1503CT2MG, XMD1504CT09B, XMD1503CT2DW				
<b>**ARISTA A-CARE MAINTENANCE**</b>				
48	SVC-7280SE-64-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SE-64	New	N/A
48	SVC-7280SE-64-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SE-64	New	N/A

**Ship To:**

Attn: L2282A, Conf. 2--Rashid Thompson--Information Technology

CERTIFICATE OF ACCEPTANCE  
EQUIPMENT SCHEDULE L2282  
PAGE 4

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
<b><u>Configuration 3</u></b>				
<b>**7050TX SPINE SWITCHES**</b>				
2	DCS-7050TX-128-F	Arista 7050X, 96x10GbE (1/10GBASE-T) & 8xQSFP+ switch, front-to-rear air, 2xAC, 2xC13-C14 cords	New	JPE15111724, JPE15112227
2	LIC-FIX-2-E	Enhanced L3 License for Arista Fixed switches, 40-128 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
2	LIC-FIX-2-V	Virtualization license for Arista Fixed switches, 40-128 port 10G (VMTracer and VXLAN)	New	N/A
<b>**7050TX SPINE A-CARE**</b>				
48	SVC-7050TX-128-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050TX-128	New	N/A
48	SVC-7050TX-128-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050TX-128	New	N/A
<b>**7050SX ACCESS LAYER DISTRIBUTION**</b>				
2	DCS-7050SX-64-F	Promo: Arista 7050X, 48x10GbE (SFP+) & 4xQSFP+ switch front-to-rear air, 2xAC, 2xC13-C14 cords	New	JPE15414363, JPE15414378
2	LIC-FIX-1-Z	Monitoring & provisioning license for Arista Fixed switches 24-36 port 10G (ZTP, LANZ, TapAgg, API, Time-stamping, OpenFlow)	New	N/A
<b>**7050SX A-CARE**</b>				
48	SVC-7050SX-64-1M-NB	1-Month A-Care Software & NBD Hardware Replacement/Sane Day Ship for 7050SX-64	New	N/A
48	SVC-7050SX-64-1M-NB	1-Month A-Care Software & NBD Hardware Replacement/Sane Day Ship for 7050SX-64	New	N/A
<b>**OPTICS**</b>				
8	AOC-Q-Q-40G-5M	QSFP+ to QSFP+ 40GbE Active Optical Cable 5 meter	New	
Serial #'s: XEJ150901005, XEJ150901071, XEJ150900306, XEJ150901083, XEJ150901122, XEJ150900542, XEJ150901113, XEJ150900626				
4	AOC-Q-Q-40G-3M	QSFP+ to QSFP+ 40GbE Active Optical Cable 3 meter	New	
Serial #'s: XEJ144500421, XEJ144500230, XEJ144400617, XEJ144500412				
1	QSFP-40G-LR4	40GBASE-LR4 QSFP+ transceiver, up to 10KM over single-mode fiber	New	XDP153380242
1	QSFP-40G-ER4	40GBASE-ER4 QSFP+ transceiver, up to 40km over single-mode fiber	New	XFY1506J000Y
1	SFP-1G-LX	1000BASE-LX SFP (Long Haul)	New	XFY1506J000Y

**Ship To:**

Attn: L2282B, Conf. 3--Rashid Thompson--Information Technology

CERTIFICATE OF ACCEPTANCE  
EQUIPMENT SCHEDULE L2282  
PAGE 5

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
<b><u>Configuration 4</u></b>				
<b>**ARISTA HW / LICENSES**</b>				
2	DCS-7280SE-64-F	Arista 7280E, 48x10GbE (SFP+) & 4x40GbE QSFP+ switch, front-to-rear air, 2xAC, 2xC13-C14 cords	New	JPE15370019, JPE15370027
2	LIC-FIX-2-V	Virtualization license for Arista Fixed switches, 40-128 port 10G (VMTracer and VXLAN)	New	N/A
2	LIC-FIX-2-E	Enhanced L3 License for Arista Fixed switches, 40-128 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
<b>** OPTICS**</b>				
2	QSFP-40G-LR4	40GBASE-LR4 QSFP+ transceiver, up to 10KM over single-mode fiber	New	XDP153380060, XDP153380122
2	CAB-Q-Q-1M	40GbE QSFP+ to QSFP+ twinax copper cable, 1M	New	N/A
15	SFP-1G-T	1000BASE-T SFP (RJ-45 Copper)	New	
Serial #'s: XMD1524521J3, XMD1524521J4, XMD1524521JJ, XMD1524521J0, XMD1524521J1, XMD1524521J9, XMD1527521SN, XMD1527521SE, XMD1527521SF, XMD1527521SL, XMD1527521T7, XMD1527521SM, XMD1527521T0, XMD1527521T5, XMD1527521T4				
20	SFP-1G-LX	1000BASE-LX SFP (Long Haul)	New	
Serial #'s: XMD1502CT00A, XMD1502CT009, XMD1502CT1VB, XMD1502CT1EA, XMD1502CT1VM, XMD1502CT0R8, XMD1502CT2G8, XMD1502CT2G6, XMD1502CT0V2, XMD1502CT0UT, XMD1502CT2TH, XMD1502CT1C6, XMD1502CT2CF, XMD1502CT2CD, XMD1502CT1TV, XMD1502CT29C, XMD1502CT0W8, XMD1502CT2X2, XMD1502CT0K1, XMD1502CT0W2				
10	SFP-1G-LX	1000BASE-LX SFP (Long Haul)	New	
Serial #'s: XMD1502CT1H3, XMD1502CT2CA, XMD1502CT1H6, XMD1502CT2CC, XMD1502CT1TR, XMD1502CT1GX, XMD1502CT1H7, XMD1502CT29Y, XMD1502CT16V, XMD1502CT2M8				
<b>**ARISTA A-CARE MAINTENANCE**</b>				
48	SVC-7280SE-64-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SE-64	New	N/A
48	SVC-7280SE-64-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SE-64	New	N/A

**Ship To:**

Attn: L2282C, Conf. 4--Rashid Thompson--Information Technology

CERTIFICATE OF ACCEPTANCE  
EQUIPMENT SCHEDULE L2282  
PAGE 6

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
<b><u>Configuration 5</u></b>				
<b>**ARISTA HW / LICENSES**</b>				
2	DCS-7280SE-64-F	Arista 7280E, 48x10GbE (SFP+) & 4x40GbE QSFP+ switch, front-to-rear air, 2xAC, 2xC13-C14 cords	New	JPE15370044, JPE15370069
2	LIC-FIX-1-E	Enhanced L3 License for Arista Fixed switches, 24-36 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
2	LIC-FIX-1-Z	Monitoring & provisioning license for Arista Fixed switches 24-36 port 10G (ZTP, LANZ, TapAgg, API, Time-stamping, OpenFlow)	New	N/A
<b>** OPTICS**</b>				
3	QSFP-40G-LR4	40GBASE-LR4 QSFP+ transceiver, up to 10KM over single-mode fiber	New	
<b>Serial #'s: XDP153380030, XDP153380344, XDP153380274</b>				
2	CAB-Q-Q-1M	40GbE QSFP+ to QSFP+ twinax copper cable, 1M	New	N/A
2	SFP-1G-T	1000BASE-T SFP (RJ-45 Copper)	New	XMD1530522PT, XMD1530522PU
16	SFP-1G-LX	1000BASE-LX SFP (Long Haul)	New	
<b>Serial #'s: XMD1502CT2C9, XMD1502CT2C6, XMD1502CT2MF, XMD1502CT2M9, XMD1502CT2A5, XMD1502CT16L, XMD1502CT2ME, XMD1502CT2WY, XMD1502CT1U0, XMD1502CT2NG, XMD1502CT2A7, XMD1502CT2A2, XMD1502CT0W1, XMD1502CT0W4, XMD1502CT0W6, XMD1502CT2TG</b>				
<b>**ARISTA A-CARE MAINTENANCE**</b>				
48	SVC-7280SE-64-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SE-64	New	N/A
48	SVC-7280SE-64-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7280SE-64	New	N/A

**Ship To:**

Attn: L2282D, Conf. 5-Rashid Thompson-Information Technology

CERTIFICATE OF ACCEPTANCE  
EQUIPMENT SCHEDULE L2282  
PAGE 7

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
<b><u>Configuration 6</u></b>				
<b>**ARISTA HW / LICENSES**</b>				
2	DCS-7050QX - 32S-F-P	Promo: Arista 7050X, 32xQSFP+ & 4xSFP+ switch front-to-rear airflow and dual AC power supplies	New	JPE15420577, JPE15420664
2	LIC-FIX-1-E	Enhanced L3 License for Arista Fixed switches, 24-36 port 10G (BGP, OSPF, ISIS, PIM, NAT)	New	N/A
2	LIC-FIX-1-Z	Monitoring & provisioning license for Arista Fixed switches 24-36 port 10G (ZTP, LANZ, TapAgg, API, Time-stamping, OpenFlow)	New	N/A
4	CAB-Q-Q-3M	40GbE QSFP+ to QSFP+ twinax copper cable, 3M	New	N/A
4	CAB-Q-Q-5M	40GbE QSFP+ to QSFP+ twinax copper cable, 5M	New	N/A
4	CAB-Q-Q-7M	40GbE QSFP+ to QSFP+ twinax copper cable, 7M	New	N/A
2	QSFP-40G-LR4	40GBASE-LR4 QSFP+ transceiver, up to 10KM over single-mode fiber	New	XDP153380260, XDP153380049
8	AOC-Q-Q-40G-15M	QSFP+ to QSFP+ 40GbE Active Optical Cable 15 meter	New	
<b>Serial #'s: XEJ151600313, XEJ151600406, XEJ151600622, XEJ151600601, XEJ151600072, XEJ151600068, XEJ151600387, XEJ151600543</b>				
<b>**ARISTA A-CARE MAINTENANCE**</b>				
48	SVC-7050QX-32S-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050QX-32S	New	N/A
48	SVC-7050QX-32S-1M-4H	1-Month A-Care Software & 24x7x4 Hour Hardware Replacement for 7050QX-32S	New	N/A

**Ship To:**

Attn: L2282E, Conf. 6-Rashid Thompson-Information Technology



December 1, 2015

Ms. Kathy Goodwin  
City of Greensboro  
300 West Washington Street, Ste. #P112  
Greensboro, NC 27401

Dear Kathy:

Enclosed, please find the following documents pertaining to Equipment Schedule No. L2282:


- (1) Spreadsheet with List of Equipment
- (3) Original Equipment Schedules with Stip Loss Tables attached (1-original, 2-duplicates)
- (3) Certificate of Acceptances (1-original, 2-duplicates)
- (2) Invoices – Invoices will be Emailed

Please review the enclosed documents and have all copies executed by an authorized signatory. **After execution, please return the following documents to my attention:**

- (2) Original Equipment Schedules with Stip Loss Tables attached (1-original, 1-duplicate)
- (2) Certificate of Acceptances (1-original, 1-duplicate)

Kathy, if you should have any questions, please contact me at (315) 431-4676.

Sincerely,



Michael S. Marsallo  
VP/Treasurer

City of Greensboro  
L2282  
48 Months

START DATE:  
12/01/15

ORDER DATE	ACCEPTANCE DATE	ONTARIO PO #	CONFIG #	Serial #	VENDOR	QTY	DESCRIPTION	UNIT PRICE	EQUIPMENT TOTAL	TOTAL CONFIGURATION COST	RATE FACTOR	LEASE RATE	TOTAL CONFIGURATION LEASE RATE
10/19/15	11/24/15	L2282	1	JPE15082282, JPE15090970, JPE15413829, JPE15421674	Intelligent Visibility	1	(4) Arista 7050X Switch w/ features	\$177,777.08	\$177,777.08		0.02131	\$3,768.43	
Totals for above Configuration										<u>\$177,777.08</u>			<u>\$3,768.43</u>
10/19/15	11/17/15	L2282A	2	JPE15304613, JPE15360464	Intelligent Visibility	1	(2) Arista 7280E Switch w/ features	\$85,953.44	\$85,953.44		0.02131	\$1,831.67	
Totals for above Configuration										<u>\$85,953.44</u>			<u>\$1,831.67</u>
10/19/15	11/24/15	L2282B	3	JPE15111724, JPE15112227, JPE15414363, JPE15414378	Intelligent Visibility	1	(4) Arista 7050X Switch w/ features	\$130,434.24	\$130,434.24		0.02131	\$2,779.55	
Totals for above Configuration										<u>\$130,434.24</u>			<u>\$2,779.55</u>
10/19/15	11/23/15	L2282C	4	JPE15370019, JPE15370027	Intelligent Visibility	1	(2) Arista 7280E Switch w/ features	\$92,604.64	\$92,604.64		0.02131	\$1,973.40	
Totals for above Configuration										<u>\$92,604.64</u>			<u>\$1,973.40</u>
10/19/15	11/23/15	L2282D	5	JPE15370044, JPE15370069	Intelligent Visibility	1	(2) Arista 7280E Switch w/ features	\$89,150.24	\$89,150.24		0.02131	\$1,899.79	
Totals for above Configuration										<u>\$89,150.24</u>			<u>\$1,899.79</u>
10/20/15	11/24/15	L2282E	6	JPE15420577, JPE15420664	Intelligent Visibility	1	(2) Arista 7050X Switch w/ features	\$70,520.48	\$70,520.48		0.02131	\$1,502.79	
Totals for above Configuration										<u>\$70,520.48</u>			<u>\$1,502.79</u>
10/20/15	11/23/15	L2282F	7	JPE15414366, JPE15414443, JPE15313231	Intelligent Visibility	1	(3) Arista 7050X Switch w/ features	\$78,750.16	\$78,750.16		0.02131	\$1,678.17	
Totals for above Configuration										<u>\$78,750.16</u>			<u>\$1,678.17</u>
Grand Total										<u>\$725,190.28</u>			<u>\$15,453.80</u>

Calendar Year 2015 (24 Months):

Description:	Monthly LRF:	Annual LRF:	1 Time Payment
Apple IPAD 2	0.03606	N/A	N/A

Calendar Year 2015 (36 Months):

Description:	Monthly LRF:	Annual LRF:	1 Time Payment
Desktops w/ 4yr	0.02609	N/A	N/A
Laptops w/ 4yr	0.02609	N/A	N/A
Toughbooks	0.02609	N/A	N/A
Scanners/Projectors	0.02609	N/A	N/A

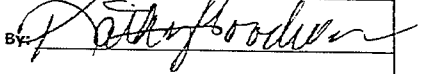
Calendar Year 2015 (48 Months):

Description:	Monthly LRF:	Annual LRF:	1 Time Payment
Network Equip/Servers	0.02131	N/A	N/A

Equipment Description for Invoices

0	Dell Desktops
0	Dell Laptops
0	HP Printers
19	Various other equipment (see lease contract for details)

CITY OF GREENSBORO Approval

By: 

Its: Leasing/Deployment Supervisor

Date: 12-1-15



L-2323

May 25, 2016

To: Kathy Goodwin  
City of Greensboro

From: Michael S. Marsallo  
Ontario Investments, Inc.

Re: **Storage Equipment and Maintenance**

Dear Kathy:

Per your request, herein you will find Ontario Investments, Inc.'s lease proposal for your review.

**Equipment Cost:** \$451,020.00

**Term:** 36 Months

**Lease Payment:** \$12,735.00 per month (plus applicable taxes)

**Lease Rate Factor:** 0.02824 (Equip. Cost of \$451,020.00 \* 0.02824 = \$12,735.00)

**End of Lease Options:**

1. Return the equipment with no further obligation.
2. Refresh the equipment with new technology.
3. Extend the lease.
4. Purchase the equipment at Fair Market Value.

Kathy, if you have any questions regarding this proposal, please give me a call at (315) 431-4676. I look forward to hearing from you at your earliest convenience. Thank you.

Sincerely,

*Mike*

Michael S. Marsallo  
VP/Treasurer



QUOTE

Quote Date: 5/24/2016  
Quote#: 21911163

ePlus Technology  
615 Davis Drive, Suite 600  
Morrisville, NC 27560  
www.eplus.com

Prepared for:  
City of Greensboro

Account Manager:  
Scott Sloan  
[ssloan@eplus.com](mailto:ssloan@eplus.com)  
919-767-1559

Inside Sales:  
Kelly Manning  
[kmanning@eplus.com](mailto:kmanning@eplus.com)  
800-313-3373 ext.3203

Pure Storage M20, 3 Years Support

Part #	Description	Qty	Price	Ext. Price
FA-M20-ETH-10TB-10/0	PURE STORAGE FLASHARRAY M20 ETH 10TB 10/0	2	\$183,750.00	\$367,500.00
FA-M20-10TB,1MO,PRM	FA-M20-10TB 1 MONTH PURE1 PREMIUM MAINTENANCE AND SUPPORT, 4 HOUR DELIVERY, 24/7 SUPPORT, DSE CAPABLE	72	\$1,160.00	\$83,520.00
			Total:	\$451,020.00

City of Greensboro  
L2323  
36 Months

START DATE:  
08/01/16

ORDER DATE	ACCEPTANCE DATE	ONTARIO PO #	CONFIG #	Serial #	VENDOR	QTY	DESCRIPTION	UNIT PRICE	EQUIPMENT TOTAL	TOTAL CONFIGURATION COST	RATE FACTOR	LEASE RATE	TOTAL CONFIGURATION LEASE RATE
05/26/16	07/12/16	L2323	1	PCHFS1614004E, PCHFS16110046, PSPFT1624035E, EPLUS PSPFT1624035G		1	(2) Pure Storage M20 w/ features	\$451,020.00	\$451,020.00		0.02824	\$12,735.00	
Totals for above Configuration:										\$451,020.00			\$12,735.00
Grand Total:										\$451,020.00			\$12,735.00

Calendar Year 2016 (24 Months):

Description:	Monthly LRF:	Annual LRF:	1 Time Payment:
Apple iPad 2	0.03605	N/A	N/A

Calendar Year 2016 (36 Months):

Description:	Monthly LRF:	Annual LRF:	1 Time Payment:
Desktops w/ 4yr	0.02609	N/A	N/A
Laptops w/ 4yr	0.02509	N/A	N/A
Toughbooks	0.02609	N/A	N/A
Scanners/Projectors	0.02609	N/A	N/A

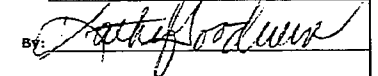
Calendar Year 2016 (48 Months):

Description:	Monthly LRF:	Annual LRF:	1 Time Payment:
Network Equip/Servers	0.02131	N/A	N/A

Equipment Description for Invoices

0	Dell Desktops
0	Dell Laptops
0	HP Printers
2	Various other equipment (see lease contract for details)

CITY OF GREENSBORO - Approval

By: 

Its: Leasing/Deployment Supervisor

Date: 6-18-16

11595

**ORIGINAL**  
RETURN THIS COPY

**LESSOR:** Ontario Investments, Inc.  
6666 Old Collamer Road  
East Syracuse, NY 13057

**CONTRACT NO. ALWAYS REFER TO:**  
L2323

**LESSEE:** City of Greensboro  
**ADDRESS:** 300 West Washington Street  
**COUNTY:** Guilford  
**CITY:** Greensboro  
**STATE & ZIP:** North Carolina 27401

**CONTACT:** Kathy Goodwin

**CERTIFICATE OF ACCEPTANCE**

<u>QTY.</u>	<u>MFR.</u>	<u>EQUIPMENT DESCRIPTION</u>	<u>NEW/ USED</u>	<u>SERIAL NO.</u>
<u>Configuration 1</u>				
2	FA-M20-ETH-10TB-10/0	PURE STORAGE FLASHARRAY M20 ETH 10TB 10/0	New	
72	FA-M20-10TB,1MO,PRM	FA-M20-10TB 1 MONTH PURE1 PREMIUM MAINTENANCE AND SUPPORT, 4 HOUR DELIVERY, 24/7 SUPPORT, DSE CAPABLE	New	

**Ship To:**

Attn: L2323, Conf. 1 – Glenn Lamb – Guilford Metro 9-1-1 – Serial #'s: PCHFS1614004E, PCHFS16110046,  
PSPFT1624035E, PSPFT1624035G

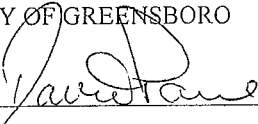
CERTIFICATE OF ACCEPTANCE  
EQUIPMENT SCHEDULE L2323  
PAGE 2

The equipment described above is leased by the LESSOR to LESSEE pursuant to the terms of the Lease Agreement dated: **July 1, 2013**. The equipment has been fully inspected and tested, or LESSEE has had a reasonable opportunity to do so, and is accepted by LESSEE and is satisfactory and in good order. The serial number on each item of Equipment, as specified above has been verified. LESSEE approves full payment by LESSOR to the supplier (s):

DATE OF ACCEPTANCE: July 12, 2016

NAME OF LESSEE: CITY OF GREENSBORO

SIGNED BY:

  
\_\_\_\_\_

TITLE:

Asst. City Manager  
(Indicate Corporate Office,  
General Partner, Owner, etc.)

11595

**ORIGINAL****RETURN THIS COPY****ONTARIO INVESTMENTS, INC.**

6666 Old Collamer Road  
East Syracuse, NY 13057  
(315) 431-4676  
(315) 431-4675 FAX

**EXHIBIT A**  
**EQUIPMENT SCHEDULE**

To Master Lease Agreement dated July 1, 2013

Equipment Schedule No. **L2323** dated **July 12, 2016**

This is Counterpart No. 1 of **3** serially numbered, manually executed counterparts. To the extent that this document constitutes chattel paper under the Uniform Commercial Code, no security interest in the document may be created through transfer and possession of any counterpart other than Counterpart No. **1**.

This Equipment Schedule is made this **12th** day of **July, 2016**, between Ontario Investments, Inc. having its principal place of business at 6666 Old Collamer Road, East Syracuse, NY 13057 ("Lessor"), and **City of Greensboro** having a principal place of business at **300 West Washington Street, Greensboro, NC 27401** ("Lessee").

**1. Lease**

Subject to the terms and conditions set forth in this Equipment Schedule, Lessor hereby leases to Lessee and Lessee leases from Lessor the items of personal property (collectively the "Equipment" or individually and "Item") set forth in Section 5. Capitalized terms used herein shall have the meanings attributed to them in this Equipment Schedule or in the Master Lease Agreement incorporated herein.

**2. Terms**

The terms and conditions of the Master Lease Agreement dated **July 1, 2013**, a copy of which is annexed hereto, are incorporated in this Equipment Schedule and made a part of this Lease. This Equipment Schedule constitutes a separate Lease, evidenced by the executed copies hereof.

**3. The Equipment**

Lessor, at the express request of Lessee, may have ordered the Equipment set forth in this Equipment Schedule from supplier(s) selected solely by Lessee OR Lessor shall supply the Equipment from Lessor's inventory. Lessor has made no representations or recommendations regarding Lessee's choice of supplier(s). Lessee negotiated the style, quality, price, delivery date(s) and all other relating to the Equipment directly with the supplier(s) and without Lessor's assistance or participation.

**4. Location of Items of Equipment**

**Various Locations**

5. Description of Equipment

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
------	------	-----------------------	--------------	------------

(See Attachment)

6. Rent

- (a) Lease Term: 36 months  
(b) Amount of Periodic Rent: \$12,735.00  
(c) Payment Period:  
X monthly quarterly annual-in-advance one time payment  
(d) Start Date: 08/01/16 End Date: 07/31/19  
(e) Options: None

7. Casualty Value

The Casualty Value for any Item shall be the greater of the cost to replace the Item with like Equipment of the same or a later model, and in good repair, condition and working order, or an amount equal to the Cost of the Item multiplied by the applicable percentage set forth in the attached Schedule 1.

8. E-VERIFY

The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Agreement, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Agreement to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The terms "Contractor", "Sub-Contractor" and "comply" shall have the same meanings intended by Chapter 160A Section 20.1(b) of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Equipment Schedule to be duly executed as of the date first above written.

LESSOR: ONTARIO INVESTMENTS, INC.

By: James Marshall

Its: President

Attest: M. J. Marshall

Title: VP Finance

LESSEE: CITY OF GREENSBORO

By: David Paine

Its: CITY MANAGER

Attest: Angela Reed

Title: Deputy City Clerk

Approved: Eric Dick  
IT DIRECTOR

Approved as to form: [Signature]

Assistant City Attorney

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

Marlene Drigman  
Deputy Finance Officer

Attachment B  
Equipment Schedule L2323  
Ontario Investments, Inc. (Lessor) And City of Greensboro (Lessee)

QTY.	MFR.	EQUIPMENT DESCRIPTION	NEW/ USED	SERIAL NO.
<u>Configuration 1</u>				
2	FA-M20-ETH-10TB-10/0	PURE STORAGE FLASHARRAY M20 ETH 10TB 10/0	New	
72	FA-M20-10TB,1MO,PRM	FA-M20-10TB 1 MONTH PURE1 PREMIUM MAINTENANCE AND SUPPORT, 4 HOUR DELIVERY, 24/7 SUPPORT, DSE CAPABLE	New	

Ship To:

Attn: L2323, Conf. 1 – Glenn Lamb – Guilford Metro 9-1-1 – Serial #'s: PCHFS1614004E, PCHFS16110046, PSPFT1624035E, PSPFT1624035G

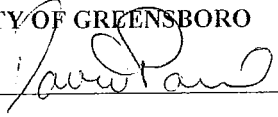
SCHEDULE I

TO EQUIPMENT SCHEDULE NO. L2323 DATED JULY 12, 2016 BETWEEN ONTARIO INVESTMENTS, INC. (LESSOR) AND CITY OF GREENSBORO (LESSEE) "EQUIPMENT COST":  
\$451,020.00.

CASUALTY VALUES (%)

<u>PAYMENT NUMBER</u>	<u>CASUALTY VALUE</u>	<u>PAYMENT NUMBER</u>	<u>CASUALTY VALUE</u>
1	108.55	19	80.12
2	107.08	20	78.41
3	105.60	21	76.68
4	104.11	22	74.94
5	102.61	23	73.18
6	101.09	24	71.41
7	99.56	25	69.62
8	98.02	26	67.81
9	96.46	27	65.99
10	94.89	28	64.15
11	93.31	29	62.30
12	91.71	30	60.43
13	90.10	31	58.54
14	88.47	32	56.64
15	86.83	33	54.72
16	85.17	34	52.78
17	83.50	35	50.83
18	81.82	36	48.86

Lessee: CITY OF GREENSBORO

By: 

Title: CITY MANAGER

Date: 9-1-16

# 911 Funding Committee Report      David Bone

*a) Funding Reconsideration Request*

*ii. New Hanover County 911*

*(vote required)*

**New Hanover County Public Safety Answering Point**  
**NC 911 Board Funding Reconsideration Request Justification**

1. The new funding model is based upon actual expenses: please explain why you need additional expenses? The additional expenses requested for FY16/17 are for the following:
  - A. Incorporating Emergency Police Dispatch (EPD) functionality into our primary PSAP.
  - B. Replacement of 10-year old 911 console furniture in our primary PSAP.
  - C. Upgrading our 10-year old Motorola 800 MHz radio system infrastructure at the primary PSAP.
  - D. Back-up PSAP (911-eligible expenses)
    - CAD computers
    - UPS for computers
    - 911 tables
    - 911 seating
    - 800 MHz radio consolettes
    - Digital voice recorder
    - AT&T Viper 911 phone system
    - Priority Dispatch software (EFD, EMD, EPD)
    - Annual maintenance for computer, radio, telephone and digital recorder and applicable software
2. If your requests are based on capital expenditures for the next year, have you considered a grant from the 911 Board for the program? We considered the grant program, but 911 Board staff encouraged us to utilize funding reconsideration instead because of our re-use of existing facilities and relatively low project cost, and we didn't have an approved back-up PSAP plan or MOA with Brunswick County by the grant application deadline.
3. Please explain how the additional funding will improve your efficiency for delivering 911 services.
  - Our efficiency in processing law enforcement-related calls will immediately improve upon initiation of Emergency Police Dispatch protocols. Our callers will receive prompt, accurate and consistent service for any calls requiring law enforcement intervention.
  - Updating our exiting 10-year old console furniture will improve efficiency by saving countless hours of staff time and improving end-user morale. We currently spend a considerable amount of time maintaining and repairing broken consoles and keyboard tray lift mechanisms. The primary release mechanism that enables our console keyboard trays to tilt, raise and lower is no longer in production, so the majority of our consoles' keyboard trays can no longer can be tilted, raised or lowered.
  - Much of the hardware and software that comprises our current Motorola 800 MHz radio system is past manufacturer's end of life for support and parts, so the internal 911 users and external public safety subscribers are relying on a critical communications system that is dependent on parts availability for infrastructure repairs when failures occur.

- The most important benefit we'll achieve with the additional funding is a back-up PSAP that provides seamless, uninterrupted 911 service for the citizens and guests of New Hanover and Brunswick County.
4. Please explain in detail how the current fund balance will be used to offset increases in expenses. On July 30, 2016, our Emergency Telephone System Fund Balance was \$1,320,276.45. The following eligible expenses have been budgeted for funding from the balance:

Consoles for Main 911 Center (purchase FY16-17)	\$262,546.03
Tables for backup center (purchase FY16-17)	\$5,744.00
Emergency Police Dispatch (purchased FY16-17)	\$263,265.00
Voice Logging Recorder - backup center (purchase FY16-17)	\$32,935.75
Astro 25 System upgrade (purchase FY16-17)	\$454,200.00
APC Battery Back-UPS for 16 (purchase FY16-17)	\$2,398.08
Chairs 16 plus 1 for supervisor total of 17 (purchase FY16-17)	\$4,743.00
Computers 16 (purchase FY16-17)	\$18,007.04
Monitors 16 (purchase FY16-17)	\$2,560.00
Consolettes 16 (purchase FY16-17)	\$42,600
Telephone Lines Backup Center (purchase FY16-17)	<b>\$8,806</b>
<b>Total</b>	<b>\$1,097,804.90</b>

Telephone amount changed. See reconsideration.

North Carolina 911 Board

PSAP Name: New Hanover County E911  
Contact Name: Steven Still  
Contact Address: 230 Government Center Drive, Suite 185  
City: Wilmington  
Zip: 28403  
Contact Email: sstill@nhcgov.com

**Instructions: All requests for review of PSAP Distribution amount must use this form with each request. Please do not change block descriptors, formulas or formatting. \*\*\*PLEASE SEE INSTRUCTIONS tab for further details\*\*\* All requests are due by Feb 13 2016.** Email this form and all supporting documentation to marsha.tapler@nc.gov. If you have questions regarding this form or filing a request, please call Marsha Tapler at 919-754-6344 or email at marsha.tapler@nc.gov.

June 30, 2016 Emergency Telephone System Fund Balance: \$1,320,276.45

	FY2018 (2017-2018) Requested Increase Amount <b>ONE-TIME Capital Purchase Cost</b>	FY2018 (2017-2018) Requested Increase Amount <b>Recurring MONTHLY Cost</b>	FY2018 (2017-2018) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
<b>Expenditure</b>			

Phone Systems - Furniture

Selective Rtnng/ALI Prov 9-1-1 trk line charges		12,110.78	
Basic line charge only **One administrative line per call-taking position		288.00	
<b>MPLS-Fiber used for backup PSAPs connections</b>			
911 telephone equipment (CPE, etc.)			
Furniture: Cabinets, tables, desks which hold 911 equipment			
TOTAL	\$0.00	\$12,398.78	\$0.00

	FY2018 (2017-2018) Requested Increase Amount <b>ONE-TIME Capital Purchase Cost</b>	FY2018 (2017-2018) Requested Increase Amount <b>Recurring MONTHLY Cost</b>	FY2018 (2017-2018) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
<b>SOFTWARE</b>			
CAD (modules that are part of the call-taking process only)			
GIS (to create and display the base map showing street centerlines and address, address point layer)			
Voice Logging Recorder			6,685.00
Time Synchronization			
Dispatch Protocols (Law, Fire, Medical)			40,736.00
ALI Database software			
Software Licensing			5,309.65
Radio console software. Some Radio console software will include many additional modules that are not a part of the 911 process and are not eligible.			
Console Audio Box (CAB) software			
Paging software (to send call from CAD to first responder pager or mobile phone)			
Computer Aided Dispatch (CAD) to Computer Aided Dispatch (CAD) interface software (sending CAD info to another PSAP for dispatch)			
Automated digital voice dispatching software			
TOTAL	\$0.00	\$0.00	\$52,730.65

	FY2018 (2017-2018) Requested Increase Amount <b>ONE-TIME Capital Purchase Cost</b>	FY2018 (2017-2018) Requested Increase Amount <b>Recurring MONTHLY Cost</b>	FY2018 (2017-2018) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
<b>HARDWARE</b>			
CAD server			
GIS server			
911 Phone server			
Voice logging server			
Monitors			
Computer Workstations			
Time Synchronization			
UPS			
Generator			
Call Detail Record Printer (automatically captures incoming 911 telephone call data)			
Radio Network Switching Equipment used exclusively for PSAP's Radio Dispatch Consoles (i.e.: CEB, IMC, NSS)			
Fax Modem (for rip & run)			
Printers (CAD, CDR, Reports, etc.)			
Radio Console Dispatch Workstations			
Radio Console Ethernet Switch			
Radio Console Access Router			
Back Up Storage Equipment for 911 Data Base Systems			
Paging Interface With Computer Aided Dispatch (CAD) system			
Alpha / Numeric Pager Tone Generator			
Radio Consolette **as defined in Approved Use of Funds List			41,806.08
Hosted Solutions:**Must be approved by 911 Staff prior to reporting.			
TOTAL	\$0.00	\$0.00	\$41,806.08

<b>List expenditures to be applied to fund balance and submit quotes or invoices for review.:</b>		<b>Expense Amount</b>
Consoles for Main 911 Center (purchase FY16-17)		\$262,546.03
Tables for backup center (purchase FY16-17)		\$5,744.00
Emergency Police Dispatch (purchased FY16-17)		\$263,265.00
Voice Logging Recorder - backup center (purchase FY16-17)		\$32,935.75
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Computers 16 (purchase FY16-17)		\$18,007.04
Monitors 16 (purchase FY16-17)		\$2,560.00
Consolettes 16 (purchase FY16-17)		\$42,600.00
Telephone Lines Backup Center (purchase FY16-17)		\$8,808.00
		<u>\$169,428.07</u>
Total remaining Fund balance:		<u><u>\$1,267,234.97</u></u>
Remaining fund balance		\$53,041.48
Maximum 10% Carryforward (adjusted for current funding procedure:		\$53,041.48
<b>Excess fund balance that must be used towards reconsideration</b>		<b>\$0.00</b>

<b>Items below this cell are to be completed by 911 Board Staff</b>	
<b>Approved FY2018 FUNDING FY2018</b>	\$401,152.93
<b>Anticipated Capital Expenditures FY2018</b>	\$0.00
<b>Anticipated Monthly Recurring FY2018</b>	\$148,785.36
<b>Anticipated Annual Recurring</b>	\$94,536.73
<b>Requested FY2018 Funding</b>	<b>\$644,475.02</b>
<b>Approved 20% carry forward amount:</b>	\$106,082.97
Adjusted 10% per current funding procedure:	\$53,041.48

Recommendation is to approve the increase for annual/monthly recurring cost of \$243,322.09. Total to be distributed to include approved increase for FY2018: \$644,475.02.

PSAP Expenditures 5-Year Rolling Average	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016	FY2012- FY2016 Total
New Hanover County Sheriff Communications	660,768.52	367,560.17	381,985.55	581,873.95	336,486.78	2,328,674.97

## **SOFTWARE**

Backup Center

Voice Logging Recorder Maintenance

\$6,685 increase from prior year



Carolina Recording Systems, LLC  
PO Box 11311  
Charlotte, NC 28220  
**CRS**

# QUOTE

## FOR: Eventide NexLog Communications Recording System

### New Hanover County Public Safety Communications

230 Government Center Dr.  
Wilmington, NC 28403

Debora Cottle  
(910) 798-6931  
dcottle@nhcgov.com

### Quote Prepared By

**Derrick Duggins**

derrick.duggins@crsnc.com  
(336) 338-2933

Fax: (888) 776-0201  
Help Desk: (888) 661-0202

Est. Delivery	Terms	GSA Contract Number	Quote Valid Through	Quote Number
4 to 6 Weeks	Net 30	GS-35F-0415V	04/30/2017	NHNC0316

Line	Qty	Model	Description	Unit Price	Ext. Price
1	1	NexLog740	<b>NexLog 740 - Backup Site</b> This Eventide NexLog 740 recording server will be configured to record up to 64 Analog Channels and is expandable for future recording needs. The 3U rack-mount recording chassis contains 3TB of RAID storage and a Linux Operating System.  <u>Recording Solution Includes:</u> Web-Browser Playback      Instant Recall Incident Recreation        Redaction Central Archive License    Identity Protection Front Panel Display        Contact Closure NENA ANI/ALI	\$ 37,140.00	\$ 37,140.00
2			<b>Equipment List Price</b>		<b>\$ 37,140.00</b>
3	1	XXXX	Professional Services: Includes Pre-installation site survey, installation, configuration, testing, and unlimited training.	\$ 2,500.00	\$ 2,500.00
4	1	Man S&H	Manufacturer Shipping	\$ 125.00	\$ 125.00
5			<b>Solution List Price Total</b>		<b>\$ 39,765.00</b>
6			<b>GSA Discount</b> (Based on GSA Contract Number GS-35F-0415V)		<b>\$ (6,829.25)</b>
7			<b>Solution Total</b>		<b>\$ 32,935.75</b>
8			<b>Annual Maintenance and Support</b>		
9	1	XXXX	Annual Maintenance and Support for proposed Backup System	\$ 6,685.00	\$ 6,685.00

#### Installation Notes:

Customer's radio, telephone, and CAD vendors should provide the proper inputs, identified and terminated within 6 feet of the recorder's physical location. Customer is responsible for insuring the necessary installation and integration work is completed by its other vendors.

*Backcenter  
Voice Logging  
Recorder*

## New Hanover County Communications Recording System

Part Number	Description	Quantity	List Price (Each)	List Price (Extended)	GSA Price (Each)	GSA Price (Extended)
<b>NexLog 740 - Backup Site</b>						
<b>List Total(\$37,140.00) - GSA Total(\$30,310.75) = GSA Discount of \$6,829.25</b>						
NexLog740	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager, and 1st year warranty. SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	1	\$7,995.00	\$7,995.00	\$6,524.89	\$6,524.89
105301	Integrated 7" Color LCD Touch Screen Display for NexLog 740 SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	1	\$1,295.00	\$1,295.00	\$1,056.88	\$1,056.88
105314	Upgrade to 4 x 1TB Hot Swap h/w-RAID5 = 3TB storage SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	1	\$2,880.00	\$2,880.00	\$2,350.43	\$2,350.43
105321	Equip with 1 Multi-Drive for DVD-RAM (standard) SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	1	\$0.00	\$0.00	\$0.00	\$0.00
108233-000	Dual Hot-Swap power supplies, 120/240 VAC (standard-no charge) Open Market Item	1	\$0.00	\$0.00	\$0.00	\$0.00
324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740) SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	1	\$360.00	\$360.00	\$293.80	\$293.80
105284-024	24-Channel Analog Card, 24 Ch. Licenses SIN: 132-33, FSC CLASS: 7010	2	\$6,000.00	\$12,000.00	\$4,896.73	\$9,793.46
105284-016	16-Channel Analog Card, 16 Ch. Licenses SIN: 132-33, FSC CLASS: 7010	1	\$4,000.00	\$4,000.00	\$3,264.48	\$3,264.48
109033-003	Quick Install Kit (9 ft. Cable + "66" Block): SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	3	\$220.00	\$660.00	\$179.55	\$538.65
108121	24 port GPIO PCI Card/Cable Kit (non-isolated; 24 inputs) SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	1	\$795.00	\$795.00	\$648.82	\$648.82
209029	911 NENA ANI/ALI CAD Spill Integration - USA/Canada only SIN: 132-33, FSC CLASS: 7010	1	\$3,495.00	\$3,495.00	\$2,852.34	\$2,852.34
271083	8 pack MediaWorks PLUS (web) concurrent license SIN: 132-33, FSC CLASS: 7010	2	\$995.00	\$1,990.00	\$812.04	\$1,624.08
271014	Central Archive License (for archive to another NexLog) SIN: 132-33, FSC CLASS: 7010	1	\$1,670.00	\$1,670.00	\$1,362.92	\$1,362.92
<b>Shipping</b>						
Man S&H	Manufacturer Shipping and Handling Open Market Item	1	\$125.00	\$125.00	\$125.00	\$125.00
<b>Professional Services</b>						
XXXX	Professional Services: Includes Pre-installation site survey, installation, configuration, testing, and unlimited training. Open Market Item	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
<b>Item Sub-Total</b>				<b>\$39,765.00</b>	<b>\$32,935.75</b>	

## SOFTWARE

Main Center

Priority Dispatch

\$40,736 increase from prior year

## Akin, Amy

---

**From:** Gavin, Lynn  
**Sent:** Monday, February 06, 2017 10:34 AM  
**To:** Akin, Amy  
**Subject:** FW: Question about Priority Dispatch Maintenance Fee

*FY17-18*  
This is for all of EMD, EFD, EPD 57,868 Annual Maint  
*FY15-16 paid -17,132*  
*40,736 Additional increase*

Lynn Gavin | Administrative Support Specialist  
911 Communications - Administration  
New Hanover County  
230 Government Center Drive, Suite 185  
Wilmington, NC 28403  
(910) 798-6920 p | (910) 798-6925 f  
[www.nhcgov.com](http://www.nhcgov.com)

**From:** Langley, Matt  
**Sent:** Monday, February 06, 2017 10:32 AM  
**To:** Gavin, Lynn <lgavin@nhcgov.com>  
**Subject:** Fwd: Question about Priority Dispatch Maintenance Fee

Sent from my iPhone

Matt Langley | Telecommunications Trainer  
911 Communications - Administration  
New Hanover County  
230 Government Center Drive, Suite 185  
Wilmington, NC 28403  
(910) 798-6921 p | (910) 798-6925 f  
[www.nhcgov.com](http://www.nhcgov.com)

Begin forwarded message:

**From:** Tim Martin <Tim.Martin@prioritydispatch.net>  
**Date:** January 18, 2017 at 14:59:19 EST  
**To:** "Langley, Matt" <mlangley@nhcgov.com>  
**Subject:** FW: Question about Priority Dispatch Maintenance Fee

Matt,

Here's a more detailed description of the maintenance as it will now play out.

Gold Annual Maintenance Plan for EMD, EFD and EPD...\$57,867.75 for ProQA, AQUA and Cardsets. Here's the breakdown between the 3 items.

- ProQA...\$50,983.75
- AQUA...\$4,140
- Cards.....\$2,744

*Tim Martin | Senior Account Manager*

Phone: 800.363.9127 ext 113 | Direct 801.746.5843 | Mobile 801.243.9886

**From:** Langley, Matt [<mailto:mlangley@nhcgov.com>]

**Sent:** Thursday, January 12, 2017 7:29 AM

**To:** Tim Martin <[Tim.Martin@prioritydispatch.net](mailto:Tim.Martin@prioritydispatch.net)>

**Subject:** RE: Question about Priority Dispatch Maintenance Fee

Well – you get to hear from me again. I'm going to need something a little flashier. Our finance department wants a quote that will show the maintenance fee as it pertains to each item (disciplines, ProQA, AQUA...) if possible. I guess they want this broken down by item. The remark about including updates would be very beneficial.

**Matt Langley | Telecommunications Trainer**

911 Communications - Administration

New Hanover County

230 Government Center Drive, Suite 185

Wilmington, NC 28403

(910) 798-6921 p | (910) 798-6925 f

[www.nhcgov.com](http://www.nhcgov.com)

**From:** Tim Martin [<mailto:Tim.Martin@prioritydispatch.net>]

**Sent:** Thursday, January 12, 2017 8:17 AM

**To:** Langley, Matt <[mlangley@nhcgov.com](mailto:mlangley@nhcgov.com)>

**Subject:** RE: Question about Priority Dispatch Maintenance Fee

Okay sounds good. If I don't talk to you again prior, have a good weekend.

*Tim Martin | Senior Account Manager*

Phone: 800.363.9127 ext 113 | Direct 801.746.5843 | Mobile 801.243.9886

**From:** Langley, Matt [<mailto:mlangley@nhcgov.com>]

**Sent:** Thursday, January 12, 2017 5:54 AM

**To:** Tim Martin <[Tim.Martin@prioritydispatch.net](mailto:Tim.Martin@prioritydispatch.net)>

**Subject:** RE: Question about Priority Dispatch Maintenance Fee

Thanks Tim! I think that this will be just fine!!! I'll let you know if I need something more flashy ☺

**Matt Langley | Telecommunications Trainer**

911 Communications - Administration

New Hanover County

230 Government Center Drive, Suite 185

Wilmington, NC 28403

(910) 798-6921 p | (910) 798-6925 f

[www.nhcgov.com](http://www.nhcgov.com)

**From:** Tim Martin [<mailto:Tim.Martin@prioritydispatch.net>]

**Sent:** Wednesday, January 11, 2017 4:37 PM

**To:** Langley, Matt <[mlangley@nhcgov.com](mailto:mlangley@nhcgov.com)>

**Subject:** RE: Question about Priority Dispatch Maintenance Fee

Yes that will be the annual amount. The good news is that it includes upgrades as well which will keep you from having to budget for another \$30K every 3-4 years as well.

*Tim Martin | Senior Account Manager*

Phone: 800.363.9127 ext 113 | Direct 801.746.5843 | Mobile 801.243.9886

**From:** Langley, Matt [<mailto:mlangley@nhcgov.com>]

**Sent:** Wednesday, January 11, 2017 2:15 PM

**To:** Tim Martin <[Tim.Martin@prioritydispatch.net](mailto:Tim.Martin@prioritydispatch.net)>

**Subject:** RE: Question about Priority Dispatch Maintenance Fee

And this is annually, correct?

**Matt Langley | Telecommunications Trainer**

911 Communications - Administration

New Hanover County

230 Government Center Drive, Suite 185

Wilmington, NC 28403

(910) 798-6921 p | (910) 798-6925 f

[www.nhcgov.com](http://www.nhcgov.com)

**From:** Tim Martin [<mailto:Tim.Martin@prioritydispatch.net>]

**Sent:** Wednesday, January 11, 2017 4:01 PM

**To:** Langley, Matt <[mlangley@nhcgov.com](mailto:mlangley@nhcgov.com)>

**Subject:** RE: Question about Priority Dispatch Maintenance Fee

Hi Matt,

Yes the maintenance will be increased due to the EPD implementation but it will also be increased because the previous amount was well below the current minimums. The new total is as such...

For all Disciplines ProQA, AQUA and Cardsets, \$57, 867.75

I don't know how appealing that format is so let me know if you need it presented any differently.

*Tim Martin | Senior Account Manager*

Phone: 800.363.9127 ext 113 | Direct 801.746.5843 | Mobile 801.243.9886

**From:** Langley, Matt [<mailto:mlangley@nhcgov.com>]

**Sent:** Wednesday, January 11, 2017 12:03 PM

**To:** Tim Martin <[Tim.Martin@prioritydispatch.net](mailto:Tim.Martin@prioritydispatch.net)>

**Subject:** Question about Priority Dispatch Maintenance Fee

Tim –

Don't let the subject line worry you. I have a question. Will our annual maintenance fee go up with our implementation of EPD? And if so, how much? Would you be able to put that in some sort of cool format so that when we present this number to the NC 911 Board they will understand it easily?

Thank you so much!

**Matt Langley | Telecommunications Trainer**

911 Communications - Administration

New Hanover County

230 Government Center Drive, Suite 185

Wilmington, NC 28403

(910) 798-6921 p | (910) 798-6925 f

[www.nhcgov.com](http://www.nhcgov.com)

## SOFTWARE

Main Center

Freedom App Maintenance

\$5,309.65 increase from prior year

Code	Customer	Contract #	Application	Qty	7/1/17-6/30/18
5285LG	NEW HANOVER COUNTY	150777	ONESolution MCT-Freedom-Enterprise-Site License	1	\$ 10,042.50
5285LG	NEW HANOVER COUNTY	150777	ONESolution FREEDOM Server - Site License	1	\$ 576.80
<b>Total</b>					<b>\$ 10,619.30</b>

Freedom delivers the power of ONESolution CAD into the palm of your hand. A mobile app for public safety, SunGard Public Sector's Freedom extends core Computer Aided Dispatch (CAD) functionality to authorized employees' smartphones and tablets. Freedom is available on Apple's iOS App Store and the Google Play Store for Android, for devices with a 3G signal or better.

**Benefits**

CAD is updated in real-time  
Platform independent, written in HTML5  
Compatible with unit-to-unit messaging  
Provides mapping and directional capabilities  
Users authenticated by existing CAD logins

**Features**

**Messaging** – Allows first responders to send and receive secure text messages within the app.  
**Digital dispatch** – Notifies first responders with audio alerts when they are dispatched or call data is modified.  
**Unit status** – Provides supervisors with information regarding active units, including their locations.  
**Location change** – Provides first responders with the ability to update their location information without having to contact dispatch.  
**Incident details** – Provides instant access to information regarding:

Location  
Nature of incident  
Premise info  
Call history  
Alerts  
Hot notifications  
Notes

*1/2 eligible 5,309.65*

2/7/17 Prepared by Gloribel Fgueroa

2/7/17 Prepared for Ann Riley

**NOTES:** A 3% increase has been applied to your maintenance support for 2017. Please budget accordingly.  
Please note the above fees provided, is an estimate only and that rounding issues do occur so actual fees invoiced could be slightly different.  
Subject to applicable sales tax.

## **EXPENDITURES APPLIED TO FUND BALANCE**

Quote for Console Furniture for Main 911 Center

\$262,546.03

**Xybix Systems, Inc.**  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 SarahS



## Quote

*Current Full Console Furniture Replacement*

**Quote Number: 18129**

**Quote Date: 1/6/2016**

**Revision: A**

**Orig Create Date: 1/5/2016**

**Expires: 4/5/2016**

**Opp #: 0013759**

**Page: 1 of 3**

**Terms: 90% Net 30; 10% Retention**

### Quote To:

Acct: NEWHANWINC

New Hanover County  
 230 Government Center Dr.  
 Ste 185  
 Wilmington NC 28403

### Ship To:

New Hanover County  
 230 Government Center Dr.  
 Ste 185  
 Wilmington  
 NC 28403

### Sales Person:

CHER ICE  
 Rep Phone: 919.904.3487  
 Email: cheri@xybix.com

1.5.16 Drawing R0 sas/rdc/ks

**PLEASE NOTE: OPTIONAL ITEMS ARE NOT INCLUDED IN THE TOTAL PRICE. PLEASE CONTACT XYBIX TO HAVE ANY OPTIONAL ITEMS INCLUDED IN THE FINAL PRICE. FREIGHT & INSTALLATION CHARGES WILL BE ADJUSTED ACCORDINGLY.**

Line	Part Number	Description	Qty	U/M	List Ea	Disc%	DiscPrice	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 2Fabric 12343-1-SS - 42-48in - 0 LF @ 150 12343-1-DS - 42-48in - 280 LF @ 203 12344-1-SS - 65in - 0 LF @ 202 12344-1-DS - 65in - 0 LF @ 281  Upper Tiles Fabric Color: TBD Grade 2 G2 Lower Tiles Fabric Color: TBD Grade 2 G2 Panel Trim Color: Black	1	1.0 EA	\$56,840.00	42	\$32,967.20	\$32,967.20
1.01	14145-BLK	Cable Pole 96" - Alum Black	2	22.0 EA	\$85.00	42	\$49.30	\$1,084.60
2.00	14486.	Adj. Table Worksurface - Dual Surface - Corner - 72L x 72R 10 RV-Cable Management Included	3	20.0 EA	\$1,848.00	51	\$905.52	\$18,110.40
2.01	14498.	Adj. Table Worksurface - Dual Surface - Straight - 84W x 44D 10 RV-Cable Management Included	4	1.0 EA	\$1,255.00	51	\$614.95	\$614.95
3.00	11064LRG	ErgoPower X4+ Table Base - Large Corner	5	20.0 EA	\$5,324.00	51	\$2,608.76	\$52,175.20
3.01	11064LRG	ErgoPower X4+ Table Base - Large Straight	6	1.0 EA	\$5,324.00	51	\$2,608.76	\$2,608.76
4.00	12757.	Monitor Mount - Rollervision - - 1HI - Corner - Dual Surface - 72L x 72R 10 RV - 12076 - Std VESA Monitor Mount Qty = 5	7	20.0 EA	\$2,758.00	51	\$1,351.42	\$27,028.40
4.01	12758.	Monitor Mount - Rollervision - - 1HI - Straight - Dual Surface - 84W x 44D 10 RV - 12076 - Std VESA Monitor Mount Qty = 5	8	1.0 EA	\$2,758.00	51	\$1,351.42	\$1,351.42
5.00	12904	DataDock Corner WS - Keyboard Surface Cable Organizer Cables Sold Separately	9	20.0 EA	\$393.00	51	\$192.57	\$3,851.40

**Xybix Systems, Inc.**  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone:303-683-5656  
 Fax:303-683-5454  
 SarahS



## Quote

**Quote Number: 18129**

**Quote Date: 1/6/2016**

**Revision: A**

**Orig Create Date: 1/5/2016**

**Expires: 4/5/2016**

**Opp #: 0013759**

**Page: 2 of 3**

**Terms: 90% Net 30; 10% Retention**

5.01	12904	DataDock Straight WS - Keyboard Surface Cable Organizer Cables Sold Separately	<sup>10</sup>	1.0 EA	\$393.00	51	\$192.57	\$192.57
5.02	11677	Ext Cable USB Type A to Type A Panel Mount for Datadock Male/Female 5M (16.4')	<sup>11</sup>	168.0 EA	\$34.00	51	\$16.66	\$2,798.88
5.03	13166	Datadock - Panel Mount RJ45 CAT6 Coupler	<sup>12</sup>	42.0 EA	\$53.00	51	\$25.97	\$1,090.74
5.04	13101	Ext. Monitor Replacement Cable DVI-D Male/Male 5M (16' 4")	<sup>13</sup>	105.0 EA	\$114.00	51	\$55.86	\$5,865.30
6.00	11792.	Power Bar - 10 Outlet	<sup>14</sup>	42.0 EA	\$135.00	51	\$66.15	\$2,778.30
6.01	14976	6 Outlet Power Strip 25'	<sup>15</sup>	11.0 EA	\$144.00	51	\$70.56	\$776.16
7.00	13171	Task Light - Trillium LED Kit - Climate Control	<sup>16</sup>	21.0 EA	\$628.00	51	\$307.72	\$6,462.12
8.00	15462	Dual Shelf Under Surface 19W x 9D - Metal Straight WS	<sup>20</sup>	1.0 EA	\$254.00	51	\$124.46	\$124.46
8.01	15462	Dual Shelf Under Surface 19W x 9D - Metal Corner WS	<sup>19</sup>	20.0 EA	\$254.00	51	\$124.46	\$2,489.20
9.00	14462	MyClimate Personal Climate Control With Forced Air Heat 1000W	<sup>21</sup>	21.0 EA	\$2,867.00	51	\$1,404.83	\$29,501.43
10.00	12033.	Return Worksurface - 36Wx36D	<sup>22</sup>	15.0 EA	\$410.00	51	\$200.90	\$3,013.50
11.00	15447.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx42H Single Right Access	<sup>23</sup>	6.0 EA	\$1,151.00	51	\$563.99	\$3,383.94
11.01	15450.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx42H Back To Back	<sup>24</sup>	1.0 EA	\$2,188.00	51	\$1,072.12	\$1,072.12
11.02	15447.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx42H Single Left Access	<sup>25</sup>	6.0 EA	\$1,151.00	51	\$563.99	\$3,383.94
11.03	13623.	CPU Cabinet - Under Work Surface 36Wx33D with Sliding Shelf	<sup>26</sup>	4.0 EA	\$1,327.00	51	\$650.23	\$2,600.92
11.04	15447.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx42H Single Left Access	<sup>27</sup>	1.0 EA	\$1,151.00	51	\$563.99	\$563.99
11.05	13629.	CPU Cabinet - Tech Tower 18Wx48H Single Back Access with Sliding Shelf - Attaches to 42" panels	<sup>36</sup>	2.0 EA	\$1,672.00	51	\$819.28	\$1,638.56

**Xybix Systems, Inc.**  
 8207 SouthPark Circle  
 Littleton, CO 80120  
 Phone: 303-683-5656  
 Fax: 303-683-5454  
 SarahS



*Current 911 Center Console turn*  
**Quote Number: 18129**

**Quote Date:** 1/6/2016  
**Revision:** A  
**Orig Create Date:** 1/5/2016  
**Expires:** 4/5/2016  
**Opp #:** 0013759  
**Page:** 3 of 3

**Quote**

**Terms:** 90% Net 30; 10% Retention

12.00	10997.	Drawer Pedestal - Mobile - Single - 16W - 6-12 Drawers 22D -	28	1.0 EA	\$838.00	51	\$410.62	\$410.62
12.01	12426.	Drawer Pedestal - Fixed - Dual Ped with Bookcase - 36W - 12-12 Drawers 22D - 12-12 Drawers 22D	29	11.0 EA	\$1,890.00	51	\$926.10	\$10,187.10
13.00	11519.	Rotating Resource Guide - Freestanding 36 in	30	5.0 EA	\$2,472.00	51	\$1,211.28	\$6,056.40
18.00	12561.	U-Channel Support - Side Mount (Straight WS to Panel)	31	1.0 EA	\$158.00	51	\$77.42	\$77.42
18.01	14329.	Filler Panel - Panel Frame Attachment (side of dual peds)	32	2.0 EA	\$126.00	51	\$61.74	\$123.48
19.00	10176	Cup Holder - Blk	33	21.0 EA	\$95.00	51	\$46.55	\$977.55
90.00	12356	Installers Kit	34	21.0 EA	\$-		\$0.00	\$0.00
99.00	OTHER	Other Charges & Services	35	1.0 EA	\$-		\$0.00	\$0.00

**Line(35) - Miscellaneous Charge -**

Freight - Taxable	\$8,100.00
Installation - Non-Taxable	\$29,085.00
Estimated Sales Tax 7%	\$16,386.72 *

List Price Total \$449,137.00

Lines Total: \$225,361.03

Line Miscellaneous Charges Total: \$53,571.72

**Quote Total: \$278,932.75**

*less tax - 16,386.72*  
*262,546.03*

**Note 1:**

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

**Note 2:**

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses. Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

## EXPENDITURES APPLIED TO FUND BALANCE

Tables for Backup Center

\$5,744.00



[Home](#) [All Products](#) [Deluxe Height Adjustable Computer Table](#)



Zoom



## Deluxe Height Adjustable Computer Table

- ✓ Height adjustable from 24" seated to standing position
- ✓ Simple Pop-pin adjustment system
- ✓ Heavy duty steel construction
- ✓ Lifetime warranty-Made in USA
- ✓ Easy to accessorize and customize
- ✓ Powder coated, baked enamel finish
- ✓ High pressure laminated, high density wood surface
- ✓ BIFMA safety rated

Series: CTL



LIFETIME

WARRANTY



QUANTITY DISCOUNT

**IN STOCK**

Ships Today



~~\$439.80~~  
**\$359.00**  
Save: \$71.80 (17%)

**ADD TO QUOTE**

**CUSTOMIZE**

$$359 \times 16 = 5,744$$

## EXPENDITURES APPLIED TO FUND BALANCE

Emergency Police Dispatch Software

\$263,265

01/30/2017 09:46  
9811aakin

NEW HANOVER COUNTY - LIVE

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PURCHASE ORDER

20170583-02 FY 2017

BILL TO

VENDOR

PRIORITY DISPATCH

SUITE 500  
139 EAST SOUTH TEMPLE  
  
SALT LAKE CITY, UT 84111

SHIP TO

PUBLIC SAFETY COMMUNICATIONS  
NEW HANOVER COUNTY  
230 GOVERNMENT CENTER DR # 185  
WILMINGTON, NC  
28403

Tel# 910-798-9878

Requisition  
25384

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/13/16	006694			11030100 - PUBLIC SAFETY COMMU

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
✓001	ProQA software licenses automated calltaking software (Police)	25.00	EACH	4900.000	122,500.0
✓002	Xlerator Server Suite 21-30 Users, client server software application suite	1.00	EACH	6000.000	6,000.0
✓003	AQUA Software Licenses, Quality Assurance (case review) software base engine and discipline module (Police)	1.00	EACH	1500.000	1,500.0
✓004	Backup cardset (Police 5. 0) licensed manual protocol set for backup	25.00	EACH	495.000	12,375.0
✓005	QA Guide (QAG) Police 5.0 Quality Assurance guide for training and case review only	10.00	EACH	45.000	450.0
✓006	ED-Q Certification course registrant (host) Police Materials, tuition and certification for 2 days,	6.00	EACH	500.000	3,000.0

01/30/2017 09:46  
 9811aakin

NEW HANOVER COUNTY - LIVE

P 2  
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✓007	16 hours ProAQ software training (Police) 2 or more disciplines require 8 hours of training, a maximum of 2 sessions a day for total of 8 hours	4.00 EACH	1500.000	6,000.0
✓008	AQUA software training, 8 hour course	1.00 EACH	1500.000	1,500.0
✓009	System administration training, on-site training, 6 hours, for center management detailing program configuration and customization options	1.00 EACH	1500.000	1,500.0
✓010	Active assailant training - Host (Police) Minimum attendance required.	2.00 EACH	3000.000	6,000.0
011	CONTRACT #17-159 - DECREASE AMOUNT OF PO BY \$7,500.00. LINE ITEM NOT AUTHORIZED BY THE STATE. Mobile software training lab (Police) Individual laptop computers and one configured server with the latest versions of ProQA, AQUA and Xlerator software programs (short-term use)	5.00 EACH	1500.000	0.0
✓012	Certification course registrant (host) Police materials, tuition and certification	80.00 EACH	340.000	27,200.0
013	CONTRACT #17-159 - DECREASE AMOUNT OF PO BY \$18,200.00. LINE ITEM NOT AUTHORIZED BY THE STATE. National Q Service - 50% (50% Police) Expert case review and reporting for 50% of the IAED's required number of cases for accreditation, or _____ cases. Renewable options	1.00 EACH	18200.000	0.0
014	Accredited Center of Excellence application fee (Police) IAED fee for accreditation	1.00 EACH	2250.000	2,250.0
✓015	Project management/implementation support (Police) implantation support and quality management program development	1.00 EACH	36000.000	36,000.0
✓016	Annual maintenance/support - ESP(Police) License renewal, service and	1.00 EACH	39200.000	39,200.0

01/30/2017 09:46  
 9811aakin

NEW HANOVER COUNTY - LIVE

 P 3  
 poinquiry

support			
✓ 017 Shipping & Handling	1.00 EACH	40.000	40.0

PO TOTAL	265,515.0
----------	-----------

\*\* END OF REPORT - Generated by AMY AKIN \*\*

- 2,250.0  
263,265

# NEW HANOVER COUNTY

## CHANGE ORDER

DATE: 12/5 2016



Project #	Org:	Obj:	Dept.:
<u>17-159</u>	<u>24430410</u>	<u>800150</u>	Contact:

Change Order Number: \*1

Project Name: EPD

Contractor/Vendor: Priority Dispatch

P.O. Number: 2017-0583 N.H.C. Contract Number: 17-159

Effective Date of Change: 12/5/16

The Contractor/Vendor is directed to make the following changes to the existing scope of work:

Original Contract Cost:	<u>291,215</u>
Net Change by Previous Change Orders:	
The Contract Sum Prior to this Change Order was:	<u>291,215</u>
The Contract Sum Will Be (Increased/Decreased) (circle one) \$ Amount	<u>25,700</u> ✓
The New Contract Sum Including this Change Will Be:	<u>265,515</u>
The Contract Time Will Be (Increased/Decreased) (circle one) # Days	
The Date of Substantial Completion is:	
Remaining Project Budget After Change Order	

<b>CONTRACTOR/VENDOR ACCEPTANCE:</b>  This Change Order is not valid unless signed by the Contractor/Vendor. Signature of the Contractor/Vendor indicates agreement.  BY: <u>Tim Martin</u> DATE: <u>Dec 5, 16</u> Signature of Contractor  <u>Priority Dispatch Corp.</u> Type or Print Name of Company  <u>Sr. Account Manager</u> Title	<b>NEW HANOVER COUNTY ACCEPTANCE:</b>  BY: <u>Ann Ruder</u> DATE: <u>1/5/17</u> Deputy County Manager, Avril M. Pinder  This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  BY: <u>Joe W.</u> DATE: <u>12/16/16</u> Finance Director  Approved as to form:  BY: <u>Kenney</u> DATE: <u>1/6/17</u> County Attorney
---	--

**E-Verify Compliance.** Pursuant to S.L. 2015-294 Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of contract.

Iran Divestment Certification and Certificate of Insurance attached. Change Orders are not accepted to renew services

Revised June 2016

ORIGINAL



# CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED/REVISED  
7/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER:  
Diversified Insurance Group  
136 E. South Temple Street  
Suite 2900  
Salt Lake City UT 84111

AGENT: Deborah Walling  
Phone: (801) 328-5800  
Fax: (801) 328-0804  
Email: dwalling@digrisk.com

INSURED: Medical Priority Consultants, Inc.  
MPL Priority Dispatch Corp; National Academies  
of Emergency Dispatch; Priority Solutions Inc.  
811 S. Regent St, 500  
Salt Lake City UT 84111

INSURANCE COMPANY: American Federal Insurance Company  
POLICY NUMBER: 20291  
INSURANCE COMPANY: Great Northern Insurance Co.  
POLICY NUMBER: 20303  
INSURANCE COMPANY: Chubb Indemnity Insurance Co.  
POLICY NUMBER: 12777

## COVERAGES

CERTIFICATE NUMBER: 2016-17 SL-AL-NC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	INSURANCE COMPANY	POLICY NUMBER	START DATE	END DATE	LIMIT
<b>A</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CHAIRSIDE <input checked="" type="checkbox"/> OCCUR		8502-71-83	2/1/2016	2/1/2017	EACH OCCURRENCE DAMAGE TO RENTED CONTENTS (Per occurrence) MED EXP (Per person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPL OPS
<b>B</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> 1,000 Deductible		735L-70-18	2/1/2016	2/1/2017	PERSONAL & ADV INJURY BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE FEDERAL DAMAGE (Optional) EACH OCCURRENCE AGGREGATE PRODUCTS/COMPL OPS
<b>C</b> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY/EXECUTIVE OFFICERS/EMPLOYEES EXCLUDED (Excluded in NC)		7175-28-70 (Other States) 7175-34-71 (Excluded)	2/1/2016	2/1/2017	EL EACH ACCIDENT EL DISEASE - EMPLOYEES EL DISEASE - POLICY LIMIT

DESCRIPTION OF WORK / LOCATIONS / VEHICLES (Include ADOS 991, Address, Route, City, State, Zip, and County)  
Regarding the evidence General Liability Insurance, New Hanover County, its officers, officials, agents  
and employees are included as Additional Insured when required by written contract, respecting its  
interest in products and operations of the Work Insured.

Additional Insureds are subject to contractual requirements, as well as terms and conditions of all  
applicable policy forms and endorsements. The respective Insurers of all evidenced policies provide a  
minimum of 30 days advanced written notice of cancellation except in the case of non-payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

New Hanover County  
220 Government Center Dr, 1125  
Wilmington, NC 28403

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE  
THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN  
ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 101 (2/10/04)  
11/2015 (revised)

THE ACORD FORMS ARE REPRODUCED BY THE MEMBERS OF ACORD

Policy Number: 3602-71-23  
Policy Period: FEBRUARY 1, 2016 - FEBRUARY 1, 2017  
Name of Company: FEDERAL INSURANCE COMPANY

This endorsement applies to the following forms:

**GENERAL LIABILITY**

Under Who Is An Insured the following provision is added

**Who Is An Insured**

**Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are insured, but they are insured only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only

if and then only to the extent the person or organization is described in the Schedule, to the extent such contract or agreement requires the person or organization to be afforded such as an insured;

for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and

with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

that is, more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto)

with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

**Conditions**

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Other Insurance -  
Primary, Noncontributory  
Insurance - Scheduled  
Person Or Organization**

If you are obligated pursuant to a contract or agreement to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

**Schedule**

Persons or organizations that you are obligated pursuant to a contract or agreement to provide with insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

3102-71-63

FEBRUARY 1, 2016 - FEBRUARY 1, 2017

FEDERAL INSURANCE COMPANY

The Endorsement applies to the following form:

**GENERAL LIABILITY:**

## Who Is An Insured

**Vendor**

Persons or organizations who are vendors of your products are insured; but they are insured only with respect to their liability for damages for bodily injury or property damage resulting from the distribution or sale of your products in the regular course of their business and only if this insurance applies to the product-completed operation hazard.

However, no such person or organization is an insured with respect to any:

- assumption of liability by there in a contract or agreement. This limitation does not apply to the liability for damages for bodily injury or property damage that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in your product made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of your product;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of your product; or
- of your products which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Further, no person or organization from whom you have acquired your products, or any container, ingredient or part entering into, accompanying or containing your products, is an exempter under this provision.

Policy Number 5602-71-63  
Policy Period FEBRUARY 1, 2016 FEBRUARY 1, 2017  
Name of Company FEDERAL INSURANCE COMPANY

GENERAL LIABILITY

Conditions

**Transfer Or Waiver Of  
Rights Of Recovery  
Against Others**

We will waive the right of recovery we could otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured rights to recover all or part of my payment made under this insurance have not been waived, those rights are transferred to us. The insured must do nothing else to implement this. At our request, the insured will bring suit or transfer these rights to us and help us enforce them.

This condition does not apply to medical payments.

LA 0000000000  
FEB 01 2016 11:00 AM EST

Policy Number

FEB 01 2016

## Policy Conditions Endorsement

Policy Period: FEBRUARY 1, 2016 TO FEBRUARY 1, 2017  
Effective Date: FEBRUARY 1, 2016  
Policy Number: 3804-71-ES DEN  
Insured: MEDICAL PRIORITY CONSULTANTS INC DBA  
PRIORITY DISPATCH CORP  
Name of Company: FEDERAL INSURANCE COMPANY  
Date Issued: FEBRUARY 1, 2016

This Endorsement applies to the following form:

COMMON POLICY CONDITIONS

### Conditions

Under Conditions, the following condition is added:

Notice Of Cancellation  
To Schedule Parties  
Or Organization Within  
144 Days

When we cancel this policy for any reason, including non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us, or
- invalidate such cancellation.

### Schedule

If you are obligated, pursuant to a written contract or agreement, to provide a person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides written proof of such obligation to the first named insured, and, if available, a certified letter of the person(s) or organization(s).

Other than the condition set forth above,



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY ASCEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111	<b>CONTACT</b> Name: Deborah Walling Phone: (801) 325-8000 FAX: (801) 624-2004 Email: dwalling@digrisk.com
<b>INSURED</b> Medioli Priority Consultants, Inc. DBA Priority Dispatch Corp. and Priority Solutions, Inc. 110 S. Reprint ST, Ste. 500 Salt Lake City UT 84111	<b>MEMBER AFFILIATION</b> Illinois National Insurance 23817
<b>COVERAGES</b> CERTIFICATE NUMBER: 2015-17 PRODUCTION: REVISION NUMBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	DESCRIPTION	COVERAGE	COVERAGE	COVERAGE	LIMIT
GENERAL LIABILITY					
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE
<input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OCCUR					INSURED TO LIMIT
					PREPARED BY (MAY/2015)
					MED EXP (Any and all)
					PERSONAL & ADV BARRY
					GENERAL AGGREGATE
					PRODUCTS - COMPROP AGG
AUTOMOBILE LIABILITY					
<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT
<input type="checkbox"/> ALL OWNED AUTOS					Per accident
<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per person)
<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
<input type="checkbox"/> UNOWNED AUTOS					PROPERTY DAMAGE
<input type="checkbox"/> UNOWNED AUTOS					Per accident
UMBRELLA LIA					EACH OCCURRENCE
<input type="checkbox"/> SUPPLEMENTAL					AGGREGATE
<input type="checkbox"/> RETENTION					
WORKERS COMPENSATION AND EMPLOYERS LIABILITY					
<input type="checkbox"/> ANY PROPRIETARY/INDEPENDENT CONTRACTOR EXCLUDED (Secondary to the Insured)					ILL. EACH ACCIDENT
<input type="checkbox"/> EMPLOYERS LIABILITY					ILL. DISEASE - SA EMPLOYER
<input type="checkbox"/> DESCRIPTION OF OPERATIONS: None					ILL. DISEASE - POLICY LIMIT
Errors and Omissions					
Subject to OERK retention		06-766-63-28 Occurrence	7/1/2015	7/1/2017	Professional Liability \$,000,000
		Subject: 1/15/2006 & other			Medical Expense \$,000,000

DESCRIPTION OF OPERATION / LOCATION / VEHICLE: (Please attach to, Address, City, State, Zip, and other pertinent information)

REVISIONS OF INSURANCE ONLY

The (written) policy includes the following insuring agreements (subject to various conditions, terms and conditions):

- Specialty Professional Liability
- Media Content Insurance
- Accuracy and Privacy Liability, incl. Regulatory Action

## CERTIFICATE HOLDER

## CANCELLATION

New River County  
230 Government Center Dr, 1150  
Washington, NC 28403

CHOICE OF THE ABOVE DESCRIBED POLICIES IF CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED BY ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DATE: 07/29/2016

ACORD 11 (08/01/14)

11/01/2014

THE ACORD 11 IS THE PROPERTY OF THE ACORD GROUP

© 2014 ACORD GROUP OF AMERICA, ALL RIGHTS RESERVED

## COMMENTS/REMARKS

- CONTINUED FROM PREVIOUS PAGE -
- Network Interruption Insurance
- Event (Breach) Management Insurance
- Cyber Extortion Insurance

✓  
✓



110 South Regent Street, Suite 500, Salt Lake City, Utah, 84111, United States  
Phone: (801) 363-9127 Fax: (801) 746-5879  
www.prioritydispatch.net

# INVOICE

Invoice Number	SIN006568
Invoice Date	09/22/2016
Agency ID	990

## Billing Address

New Hanover County Public Safety  
3950 Juvenile Center Dr  
Castle Hayne, NC 28429-6109  
United States

## Shipping Address

New Hanover County Public Safety  
230 Government Center Drive  
Wilmington, NC 28403  
United States

Customer Reference	Shipping Method	Invoice Currency	Due Date
INV-0516		USD	10/22/2016

	Product Name	Quantity	Unit Price	Tax Rate	Tax	Net Value
	Implementation Police Bundle	1	\$ 0.00	7.000 %	\$ 0.00	\$ 0.00
	ProQA Police Software Licenses	25	\$ 4,900.00	7.000 %	\$ 8,575.00	\$ 122,500.00
Eligible	XLerator Client Server Suite	1	\$ 6,000.00	7.000 %	\$ 420.00	\$ 6,000.00
Eligible	AQUA Case Review Software for EPD	1	\$ 1,500.00	7.000 %	\$ 105.00	\$ 1,500.00
	PPDS Backup Cardset License	25	\$ 495.00	7.000 %	\$ 866.25	\$ 12,375.00
Eligible	PPDS Quality Assurance Guide	10	\$ 45.00	7.000 %	\$ 31.51	\$ 450.00
	Protocol Training and Certification for EPD (Host)	80	\$ 340.00	7.000 %	\$ 0.00	\$ 27,200.00
	ProQA Software Training for EPD (two 4 hour courses)	4	\$ 1,500.00	7.000 %	\$ 0.00	\$ 6,000.00
Not eligible	Mobile Software Training Lab (Daily Rate)	5	\$ 1,500.00	7.000 %	\$ 0.00	\$ 7,500.00
Eligible	AQUA Software Training	1	\$ 1,500.00	7.000 %	\$ 0.00	\$ 1,500.00
	Active Assailant Course Registrations	2	\$ 3,000.00	7.000 %	\$ 0.00	\$ 6,000.00
	Implementation Support Package for EPD	1	\$ 36,000.00	7.000 %	\$ 0.00	\$ 36,000.00
Not eligible	National Q Case Review Service for EPD - 90/90	1	\$ 18,200.00	7.000 %	\$ 0.00	\$ 18,200.00
Not eligible	IAED Accreditation Application Fee EPD	1	\$ 2,250.00	7.000 %	\$ 0.00	\$ 2,250.00
	Annual Maintenance/Extended Service Plan for One Discipline - P	1	\$ 39,200.00	7.000 %	\$ 2,744.00	\$ 39,200.00
	Shipping & Handling	1	\$ 40.00	7.000 %	\$ 2.39	\$ 40.00
Eligible	ED-Q Training and Certification for EPD (Host)	6	\$ 500.00	7.000 %	\$ 0.00	\$ 3,000.00
	System Administration Training	1	\$ 1,500.00	7.000 %	\$ 0.00	\$ 1,500.00

line 1 remove

line 13 remove



110 South Regent Street, Suite 500, Salt Lake City, Utah, 84111, United States  
Phone: (801) 363-9127 Fax: (801) 746-5879  
www.prioritydispatch.net

## INVOICE

Invoice Number	SIN006568
Invoice Date	09/22/2016
Agency ID	990

Net Total	\$ 291,215.00
Tax Total	\$ 12,744.15
Invoice Total	\$ 303,959.15

### Payment Detail

Please make checks payable to Priority Dispatch in US Dollar (USD). Contact  
Accounting@prioritydispatch.net with any questions regarding this invoice.



Medical Priority Consultants, Inc.  
dba Priority Dispatch Corp  
110 South Regent Street, Suite 500, Salt Lake City, Utah, 84111, United States  
Phone: (801) 363-9127 Fax: (801) 746-5879  
www.prioritydispatch.net

## INVOICE

<b>Invoice Number</b>	SIN006568
<b>Invoice Date</b>	09/22/2016
<b>Agency ID</b>	990

### Billing Address

New Hanover County Public Safety  
3950 Juvenile Center Dr  
Castle Hayne, NC 28429-6109  
United States

### Shipping Address

New Hanover County Public Safety  
230 Government Center Drive  
Wilmington, NC 28403  
United States

Customer Reference	PO #	Shipping Method	Invoice Currency	Due Date
INV-0516	PO 20170583		USD	10/22/2016

Product Name	Quantity	Unit Price	Tax Rate	Tax	Net Value
ProQA Police Software Licenses	25	\$ 4,900.00	7.000 %	\$ 8,575.00	\$ 122,500.00
XLerator Client Server Suite	1	\$ 6,000.00	7.000 %	\$ 420.00	\$ 6,000.00
AQUA Case Review Software for EPD	1	\$ 1,500.00	7.000 %	\$ 105.00	\$ 1,500.00
PPDS Backup Cardset License	25	\$ 495.00	7.000 %	\$ 866.25	\$ 12,375.00
PPDS Quality Assurance Guide	10	\$ 45.00	7.000 %	\$ 31.51	\$ 450.00
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ProQA Software Training for EPD (two 4 hour courses)	4	\$ 1,500.00	7.000 %	\$ 0.00	\$ 6,000.00
AQUA Software Training	1	\$ 1,500.00	7.000 %	\$ 0.00	\$ 5,500.00
Active Assailant Course	2	\$ 3,000.00	7.000 %	\$ 0.00	\$ 6,000.00
ED-Q Training and Certification EPD	6	\$ 500.00	7.00%	\$ 0.00	\$ 3,000.00
Implementation Support Package for EPD	1	\$ 36,000.00	7.000 %	\$ 0.00	\$ 36,000.00
System Administration Training	1	\$ 1	7.00%	\$ 0.00	\$ 1,500.00
IAED Accreditation Application Fee EPD	1	\$ 2,250.00	7.000 %	\$ 0.00	\$ 2,250.00
Annual Maintenance/Extended Service Plan for One Discipline - P	1	\$ 39,200.00	7.000 %	\$ 2,744.00	\$ 39,200.00
Shipping & Handling	1	\$ 40.00	7.000 %	\$ 2.39	\$ 40.00



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## INVOICE

<b>Invoice Number</b>	SIN006568
<b>Invoice Date</b>	09/22/2016
<b>Agency ID</b>	990

<b>Discount</b>	\$ 3,000.00
<b>Net Total</b>	\$ 265,515.00
<b>Tax Total</b>	\$ 11,618.94
<b>Invoice Total</b>	\$ 277,133.94

### Payment Detail

Please make checks payable to Priority Dispatch in US Dollar (USD). Contact [Accounting@prioritydispatch.net](mailto:Accounting@prioritydispatch.net) with any questions regarding this invoice.

**PUBLIC SAFETY PRIORITY DISPATCH SYSTEM ("PDS")****Client License and Service Agreement for Priority Dispatch Systems**

Welcome to Priority Dispatch! This PDS Card and Software License and Service Agreement (the "Agreement") details provisions agreed-upon for licensed client use of the specified Licensed Product(s) between Medical Priority Consultants, Inc. ("MPC"), d.b.a. Priority Dispatch Corp. ("PDC"), as Licensor, and you, the specified Client, as Licensee. Integral to this Agreement are its Basic and Extended Service Plans (all together, the "CLA/BSP"). The Licensed Product(s) are as specified in Client's License Fee Invoice from PDC and elsewhere in the documentation of the CLA/BSP. In order for you to use the Licensed Product(s), and to receive product service and customer support ("S&S") thereon, it is necessary for you to enter into this Agreement and to register with PDC using the Client Registration Form at the end of this Agreement. Thank you for purchasing this user's license, and for taking time to read the Agreement and register. Please contact your Client Representative at PDC for additional information and for any help required with your implementation and use of the Licensed Product(s), service and support.

Date: \_\_\_\_\_

Client: New Hanover Public Safety Communications Center ("Client," "Licensee" and/or "you")Address: 230 Government Center Dr., Ste 185, Wilmington, NC 28403Telephone: 910.798.6931 Fax: 919.341.4038

ProQA Police Version Number: \_\_\_\_\_

License Number: \_\_\_\_\_

Annual Support Dates: \_\_\_\_\_

Number of Licensed Stations: \*See Sales Quote #131100,License Fee: dated 7/27/16, and included herein asAnnual Maintenance Fee: Attachment A.

PPDS Cards Version Number: \_\_\_\_\_

License Number: \_\_\_\_\_

Annual Support Dates: \_\_\_\_\_

Number of Licensed Stations: \*\*See Delivery andLicense Fee: Implementation plan, included herein asAnnual Maintenance Fee: Attachment B.

AQUA Version Number: \_\_\_\_\_

License Number: \_\_\_\_\_

Annual Support Dates: \_\_\_\_\_

Number of Licensed Stations: \_\_\_\_\_

License Fee: \_\_\_\_\_

Annual Maintenance Fee: \_\_\_\_\_

*The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing, and that the Parties understand and agree to be bound by the terms and conditions of this Agreement.*

Client, Licensee, and/or you:

See attached signature page.  
Authorized Signature

Print Name

Title

PDC and/or Licensor:

[Signature] 9/8/16  
Authorized Signature

Brent E. Hawkins

Print Name

Vice President &amp; General Counsel

Title

**Terms and Conditions of Agreement**

**1. Software** means the Priority Dispatch System ("PDS") software and/or cards that you receive from PDC in connection with this Agreement and as further identified above, regardless of the medium on which it is stored. **Documentation** means the end user documentation that you receive from PDC for the Software. Whenever the context reasonably permits, any reference in this Agreement to "Software" shall also apply to the PDS and to the Documentation, which together comprise the *Licensed Product*. Except as provided below, in the section entitled "Limited Software Warranty," any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

ORIGINAL

**2. A PDC Product.** The Software and any and all copies thereof and derivatives therefrom are owned by PDC. You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled "Termination").

**3. Stations, Licensed Stations, Number of Licensed Stations.** "Stations" are computers, terminals, nodes, computer aided dispatch stations, or workstations in your possession and control. "Licensed Stations" are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The "Number of Licensed Stations" is specified above and in your License Fee invoice from PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations. "Training Stations" are Stations that have access to the Software but are dedicated to the purpose of training personnel on the use of computerized functions in the call-center, and may not be used to take real or live calls. "Backup Stations" are Stations that have access to the Software but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations, and cannot run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

**4. License of Software.** PDC grants to you a nonexclusive, non-transferable limited license (the "License") to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement, and runs thereafter for 99-years, unless terminated earlier, as provided in this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

**5. License Fee.** You must pay PDC the License Fee specified above and in your License Fee invoice from PDC when the License is purchased. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

**6. Copies & Use.** You may copy Software as necessary to use Software on Licensed Stations or for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

**7. Use and Protection of the Licensed Product(s) and PDS.** You are not entitled to receive any source code for the Software. Without PDC's express, prior written permission, you may not: (a) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license. Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support, and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

**8. Basic Service Plan.** This Agreement includes and incorporates the accompanying Basic Service Plan ("BSP"). For 30-days, beginning on the date the Software under this License is delivered to you (and provided that you have accepted this Agreement and registered, using the Client Registration Form at the end of this Agreement), you are entitled to the maintenance, support, Updates and services offered by PDC through the BSP. This 30-day BSP is included in your Initial License Fee, and it may be extended to 365-days if you elect to prepay with your Initial License Fee, PDC's then-standard fee for such extension. Thereafter, if you desire to continue to receive maintenance, support, Updates, and services under this BSP, you must pay to PDC its then-current "Extended Maintenance Fee" for the Extended Service Plan ("ESP"). As specified therein, the BSP is subject to revision by PDC upon 30 days advance notice by PDC to you. Thereafter, the revised BSP shall govern. Certain terms used in this Agreement are more fully defined in an Appendix of the BSP. PDC's obligations to maintain the Software and provide Updates, support or service are as specified, defined and limited in the BSP. To facilitate and expedite any time-sensitive contact that PDC may seek to make with its Licensees, you are required to specify on the Client Registration Form, a Designated Agency Contact Person, and to specify that person's title and e-mail address. Failure on your part to so register not only affects the availability of services under the BSP, but

also would make you solely responsible for delays in your receiving potentially urgent and vital communications about your Licensed PDC Product and for any failure on your part to implement any such system improvements. See also, section entitled "Use of Software; Updates," below.

**9. Taxes.** Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments actually received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary the license fees and amounts shall be increased ("grossed up") so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC on the basis of net corporate income.

**10. Use of Software; Updates.** You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, "Updates" in the BSP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the INAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, BSP Section titled "Unsafe Practices"). Updates to the Software received by you from PDC shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

**11. Limited Software Warranty.** PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: (a) *remedy the failure or provide a reasonable work-around solution*; or (b) *offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software*. The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund to you the License Fee and any prepaid Maintenance Fees received by PDC from you hereunder. **THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.**

**12. Inspection.** PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction within 30-days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated. See also, BSP section titled "Unsafe Practices."

**13. DISCLAIMER OF OTHER PDC WARRANTIES.** PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

**14. LIMITATION ON PDC LIABILITY.** THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE

SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS.

**15. RESPONSIBILITY.** IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE BSP AND THE PROVISIONS AND DISCLAIMERS SET FORTH IN THE BSP UNDER THE HEADING "RESPONSIBILITY," AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

**16. ALLOCATION OF RISK.** THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

**17. Termination.** Either party may terminate this Agreement, based upon a breach of this Agreement by the other Party which is not cured within 30-days of written notice thereof. This Section 17 shall not limit the relief, remedies and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time. Upon any termination of the Agreement, you must, within 15-days of termination, cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained and no longer control access to any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

**18. Disputes.** This Agreement shall be governed in all respects by the laws of the United States, and the State of Utah. Any litigation or arbitration between the parties shall be conducted exclusively in a state or federal court of competent jurisdiction in Salt Lake City, and their respective courts of appeal. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees.

**19. Export Controls.** You warrant and certify the Software will not be exported, re-exported or otherwise made available by you to any country in violation of any U.S. laws or regulations.

**20. Assignment.** You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

**21. Severability.** In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

**22. Government End Users.** A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: (a) *only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Licensee has no rights not explicitly granted by PDC under this Agreement.

**23. Force Majeure.** Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

**24. Entire Agreement.** This Agreement, including the Basic and Extended Service Plan on the following pages: (a) *represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations and warranties relating to the subject matter of this Agreement; and (c) may only be amended, cancelled or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in

connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective.

23. *Construction.* This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

24. *Confidentiality.* A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party must be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

## Client Service & Product Support for Registered, Licensed Software Users

PDC is responsible for providing maintenance, support, Updates and other services in accordance with this Basic Service Plan ("BSP"). To receive this maintenance, support, Updates and other services, you must be a Registered Licensee with service prepaid under either the Initial License Fee or under the Extended Service Plan ("ESP," see Section 1, below). Any maintenance, support, Updates or other services provided by PDC shall also be subject to and governed by the Client License & Service Agreement (the "Agreement") including, without limitation, the sections entitled "Disclaimer Of Other PDC Warranties," "Limitation On PDC Liability," "Allocation Of Risk" and "Disputes." To assure entitlement to PDC's maintenance, support and other services, and to receive notice of Updates (see Section 2, below), you must, within 30 days of receipt of the Software accompanying this License, complete, sign, and return to PDC, the accompanying Client Registration Form.

### 1. Basic Service Plan/Extended Service Plan.

- a. BSP: Basic Product Service and Client Support ("S&S") are available via telephone from PDC for up to 2-hours per Licensed Station during the first 30-days after the Software under this License is delivered to you (provided that you have accepted this Agreement and registered, using the Form at the end of this Agreement). This S&S is included in your Initial License Fee, and this BSP may be extended to an Extended Service Plan, or ESP, as specified in the section of the Agreement titled "Basic Service Plan."
- b. ESP: Extended S&S provides all Updates that PDC issues for the Software during periods covered by ESP, together with reasonable telephone S&S (1-hour per Licensed Station per year). It also includes written notification about significant development of and changes being made to the Software. The BSP period is for one year, and is renewed annually upon receipt of the extended maintenance fee.
- c. With the exception of specified S&S that has been prepaid and not refunded, PDC may modify and replace this Service Plan from time to time. Client's receipt of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP is superseded. The modified replacement BSP/ESP then becomes the current BSP/ESP and is part of the Agreement.
- d. S&S hours in excess of those provided as part of the BSP or ESP during any covered period shall be available at PDC's then-current fees for same.
- e. PDC reserves the right to not extend the BSP for licensed users who are not current in their obligations to PDC, and/or after a New Version of the PDS has been released to replace a prior Version (see Section of this BSP titled "Updates & New Versions").

2. *Updates & New Versions.* An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International/National Academies of Emergency Dispatch ("INAED"); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at [http://www.prioritydispatch.net/support/int\\_notification.php](http://www.prioritydispatch.net/support/int_notification.php). As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

- a. *Updates* (see also, defined term "Update" in Appendix A to this BSP). When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software notification registration and BSP/ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."
- b. *New Versions* (see also, defined term "Version" in Appendix A). When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you. It constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by

PDC's then-current license agreement and BSP for the New Version. New licensees, as well as Updates, will only be issued for the then-current Version. PDC is not obliged to maintain or support prior or outdated versions and/or editions.

*Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. While not obliged to up-grade to a New Version, users that continue to use prior versions after a New Version has been so offered to them by PDC are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the INAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version offered to you by PDC.*

**3. Responsibility.** Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

**4. Research Data Sharing.** In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data.

**5. Expert System Disclosure.** This expert system is designed for use by EDs who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that Quality Assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. The designers also recommend continuing emergency dispatch training and periodic PDS refresher courses to keep trained EDs certified and up-to-date with current standards of professional dispatch practice and care. This system cannot, under this license, ever be used by non-INAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

**6. Modification of Software, Cards, or PDS.** Other than as specifically provided in this BSP, you may not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This BSP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the INAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this BSP). Implementation of Updates, as provided in the section of this BSP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

**7. Derivative Products.** In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

**8. Customization of Responses.** Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used.

**9. Changing the PDS.** All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this BSP titled "Accepted Process for PDS Modification." This is based on the following:

- a. **Implementation and Familiarity with the PDS.** The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 12 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.
- b. **Total Quality Management.** A Quality Improvement and Management Program is prerequisite to the successful application of the PDS. Key elements should include:
  - i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions

in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an I/NAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual I/NAED Dispatch Center accreditation.

- ii. **PRIORITY DISPATCH SYSTEM STEERING AND REVIEW COMMITTEE(S):** One or more committees should be established to set policy and review performance of ED operations with the PDS. The ED Director should participate in all material decisions by these committees and should be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee should be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.
- iii. **CERTIFICATION:** It is required that all EDs utilizing the PDS be certified by the I/NAED and strongly recommended that all system administrators, managers, and supervisors be certified in the I/NAED 1-day National Executive Certification Course. The PDS may not be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.
- iv. **CONTINUING DISPATCH EDUCATION ("CDE"):** All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by I/NAED.
- v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE:** It is essential that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation by an objective performance checklist or template. It is recommended that using the Academy's Center of Excellence minimum performance requirements (available on the I/NAED website), a random sample of all dispatch calls be reviewed in this manner and that the ED's compliance percentages to each area be serially maintained. EDs not complying should be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and should not be tolerated by managers and employers.
- vi. **ACCREDITATION:** It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the I/NAED.

**10. Accepted Process for PDS Modification.** In 1988, the I/NAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

**THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.**

Individual licensed clients are not allowed to change or modify any pre-printed text or color coded portion of Cards or Software unless authorized to do so by PDC, as agent of the I/NAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

**11. Unsafe Practices.** Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or mis-use of the Licensed Product(s) — i.e., a use not specifically authorized in this written Agreement — must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue S&S hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a "no-send" or "referral" option is not authorized by this License. Such practices may only be authorized under a special "Omega" Software License from the I/NAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the I/NAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-I/NAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

**a. CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES.** The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor's sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a Client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety.

**12. International Dispatch Coding System.** The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this Basic Service Plan, or in the Client License Agreement of which it is a part. As provided above, in the section of this BSP titled "Customization of Responses," however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g., 10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses "attached" in parallel to these codes.

**13. Standard of Care and Practice.** Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC's Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by I/NAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

**14. Dedicated Legal and Consultative Support.** Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have kept their Software and/or Cards up-to-date (per sections titled "Basic Service Plan/Extended Service Plan" and "Updates & New versions" of this BSP), and to their professional staff of EDs and ED instructors who have been trained, then certified through the I/NAED and maintained their I/NAED certifications current. PDC's professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC's then-current fee schedule for such licensed client services.

**15. Appendix.** The following Appendix, entitled "A More Detailed Definition of Certain Key Terms Used in This Agreement," is made part of this BSP for additional information and clarification:

### ***A More Detailed Definition of Certain Key Terms Used in This Agreement***

**"Academies" and/or "Academy" and/or "I/NAED"**

The National Academies of Emergency Dispatch ("NAED"). Also known as the International Academies of Emergency Dispatch ("IAED").

**"Agreement," "Client License Agreement," "CLA"**

The Software License & Service Agreement between the Client and PDC. This is the Software License & Service Agreement, including its BSP, of which this Appendix is part.

**"BSP" The Basic Service Plan:**

This is the Client service and product support document and plan that is part of the Agreement for the licensed Software and that governs such service and support for such licensed Software. As provided in that part of the Agreement entitled "Basic Service Plan," the BSP in effect at the time the Initial License Fee was paid was attached to and made part of the Agreement.

**"Cards"**

The manual version of a PDS in the form of printed reference cards provided by PDC to Client under a CLA. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation and flip-file provided to Client with the Cards. User rights to the Cards are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Cards for a particular PDS is available to licensed Card users from PDC for a fee, and may also, as appropriate, be included in the defined term "Cards," but is further subject to the specific use limitations imposed therein. The defined term "Cards" shall further include any Updates and/or Releases of the current Version of the Cards, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

**"Client," "Agency," "Licensee" and "You" or "you"**

The licensee licensed to use the licensed Software under the Agreement. This is the licensee who enters into the Agreement with PDC.

**"certification" and "recertification"**

When used in this agreement, certification and recertification mean specifically by the I/NAED.

**"ED", Emergency Dispatch and/or Emergency Dispatcher.**

These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters "P", "F" and/or "M", respectively; as in "EPD", "EFD" and/or "EMD", respectively.

**"ESP" The Extended Service Plan:**

A BSP that has been extended pursuant to that part of the Agreement entitled "Extended Service Plan" becomes an ESP for the pre-paid period covered by any such ESP Fees paid by Client.

**"PDS", Priority Dispatch System.**

These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters "P", "F" and/or "M", respectively; as in "PPDS", "FPDS" and/or "MPDS", respectively.

**"Release"**

A Release represents a minor collection of improvements, modifications, or changes to and of the PDS, Software, Cards or Documentation within and Update. Generally, Releases are unscheduled events, provided only upon request to currently registered licensees under BSP or ESP S&S plans with PDC.

**"Service" and/or "Support" and/or "S&S"**

Client service and support via the telephone. Basic and Extended S&S are available as specified under the section titled "Service Plan/Extended Service Plan" in the BSP.

**"Software"**

The software version of a PDS in the form of computer programs provided by PDC to Client under a CLA, regardless of storage medium in which such computer programs are stored or used. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation provided to Client with the Software. User rights to the Software are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Software for a particular PDS is available to licensed Software users from PDC for a fee, and may also, as appropriate, be included in the defined term "Software," but is further subject to the specific use limitations imposed therein. The defined term "Software" shall further include any Updates and/or Releases of the current Version of the Software, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

**"Update"**

An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a Basic Service Plan or Extended Service Plan with PDC. See also the section titled "Updates & New Versions," in the BSP. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 11.2 would be an Update from Release 11.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

**"Version"**

A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). See also the section titled "Updates & New Versions," in the BSP.

*[Please complete and return the Registration Form on the next page]*



# Priority Dispatch System™

## CLIENT REGISTRATION FORM

**Please complete, sign and return this Form to Priority Dispatch Corp. within 10 days to entitle you to new Releases, Updates, Versions, Warranty, and Service & Support of your licensed PDS product.**

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Name of Center where Licensed Product is used: \_\_\_\_\_

Address where Licensed Product is used: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

**Please provide the following data about your geographic area and Emergency Dispatch Center:**

1. Geographic area (city, county, etc.): \_\_\_\_\_
2. Base population within geographic area: \_\_\_\_\_
3. Number of Emergency Dispatch call taking stations in center: \_\_\_\_\_
4. Number of call takers who will use the Licensed Product at the Emergency Dispatch Center: \_\_\_\_\_

### For Office Use Only

License Number \_\_\_\_\_

License Date \_\_\_\_\_

Initial License Fee \_\_\_\_\_

Version Number: \_\_\_\_\_

PDS Edition: \_\_\_\_\_

Number of Licensed Stations: \_\_\_\_\_  
(Active \_\_\_\_\_ Supervisory/Standby \_\_\_\_\_)

NORTH CAROLINA

NEW HANOVER COUNTY

**E-Verify Compliance.** Pursuant to S.L. 2015-294, Priority Dispatch Corp., shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of contract.



ATTEST:

Kimberleigh G. Crowell  
Clerk to the Board, Deputy

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

Lisa W.  
Finance Director

NEW HANOVER COUNTY

David S. Sinder 8/30/16  
Deputy County Manager

W. Adams  
Approved as to form  
County Attorney

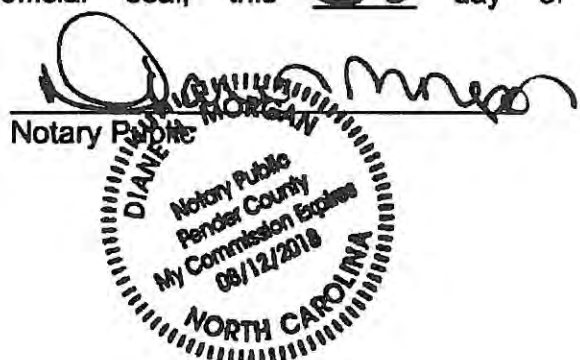
STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

I, Diane Morgan, a Notary Public of the State and County aforesaid, certify that Teresa P. Binger acknowledged that she is Clerk to the Board of Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Deputy County Manager, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this 31st day of August, 2016.

My commission expires: 8/12/18





110 South Regent Street, Suite 600  
Salt Lake City, UT 84111  
(801) 363-8127 \* (801) 363-8144 fax  
(800) 363-8127 toll-free

ATTACHMENT A

## Sales Quote #131100

by Tim Martin

Date 7/27/2016

Bill To: New Hanover Public Safety Communications Center Ship To: New Hanover Public Safety Communications Center  
Attn: Matt Langley Attn: Matt Langley  
230 Government Center Dr. 230 Government Center Dr.  
Suite 185 Suite 185  
Wilmington, NC 28403 Wilmington, NC 28403

For: New Hanover Public Safety Communications Center  
Attn: Matt Langley  
230 Government Center Dr.  
Suite 185  
Wilmington, NC 28403

Phone: 910-798-6931 Fax: 919-341-4038

Qty	Description	Unit Price	Extended Price
25	ProQA Software Licenses (Police - Paramount - Standard - North American English) Automated calltaking software	\$4,900.00	\$122,500.00
1	XLerator Server Suite 21-30 Users (North American English) Client server software application suite	\$6,000.00	\$6,000.00
1	AQUA Software Licenses (Police - Standard - North American English) Quality Assurance (case review) software base engine and discipline module	\$1,500.00	\$1,500.00
25	Backup Cardset (Police - 5.0 - Standard - North American English) Licensed manual protocol set for backup	\$495.00	\$12,375.00
10	QA Guide (QAG) (Police - 5.0 - Standard - North American English) Quality Assurance Guide for training and case review only	\$45.00	\$450.00
6	ED-Q Certification Course Registrant (Host) (Police) Materials, tuition and certification (2 days, 16 hours)	\$500.00	\$3,000.00
4	ProQA Software Training (Police - Standard - North American English) 2 or more disciplines require 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	\$1,500.00	\$6,000.00
1	AQUA Software Training (North American English) 8-hour course	\$1,500.00	\$1,500.00
1	System Administration Training (North American English) On-site training (6 hours) for center management detailing program configuration and customization options	\$1,500.00	\$1,500.00
2	Active Assailant Training- Host (Police - Standard - North American English) Minimum attendance required	\$3,000.00	\$6,000.00
5	Mobile Software Training Lab (Police) Individual laptop computers and one configured server with the latest versions of ProQA, AQUA and XLerator software programs (short-term use)	\$1,500.00	\$7,500.00
80	Certification Course Registrant (Host) (Police - North American English) Materials, tuition and certification.	\$340.00	\$27,200.00
1	National Q Service - 50% (Police - 50%) Expert case review and reporting for 50% of the IAED's required number of cases for accreditation, or _____ cases. Renewable option available.	\$18,200.00	\$18,200.00

*"To lead the creation of meaningful change in public safety and health."*



110 South Regent Street, Suite 500  
Salt Lake City, UT 84111  
(801) 363-8127 • (801) 363-8144 fax  
(800) 363-8127 toll-free

## Sales Quote #131100

by Tim Martin  
Date 7/27/2016

1	Accredited Center of Excellence Application Fee (Police) IAED fee for accreditation	\$2,250.00	\$2,250.00
1	Project Management/Implementation Support (Police) Implementation support and quality management program development	\$36,000.00	\$36,000.00
1	Annual Maintenance/Support - ESP (P) License renewal, service and support	\$39,200.00	\$39,200.00
		Sub-Total:	\$291,175.00
		Tax:	\$0.00
		Shipping & Handling:	\$40.00
		Total:	\$291,215.00

This quote is valid for 120 days from date of issue. Unless otherwise agreed to in writing, all prices quoted are exclusive of any applicable sales, use, withholding and other taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. Payment terms are Net 30 unless otherwise noted.

Seller will use reasonable efforts to deliver products on time, but will not be liable for any expenses or damages incurred as a result of late delivery or for circumstances beyond Seller's reasonable control. Shipments are made F.O.B. origin, which is Salt Lake City, UT, USA. All insurance expenses and risk of loss are assumed by Buyer.

Purchasing or signing below acknowledges your agreement to the terms above and to the "break the seal" or "click to accept" license agreement associated with the licensed product(s). The license agreement is included with the licensed product(s) and you will have the opportunity to read it before opening or installing. If unacceptable, you may return the licensed product(s) within 10 days of receipt for a refund, less any applicable restocking fees and original shipping charges.

Sign here ☒ \_\_\_\_\_ Date \_\_\_\_\_

Payment Method: (Check enclosed, or...)

☐ Purchase Order # \_\_\_\_\_

☐ VISA/MasterCard/AMEX # \_\_\_\_\_

Expiration: \_\_\_\_\_

*"To lead the creation of meaningful change in public safety and health."*

## **Delivery and Implementation of the Police Priority Dispatch System (PPDS)**

### **Introduction**

The following proposed list of implementation training activities is designed to provide a phased approach to Priority Dispatch Corporation (PDC) training and successful IAED accreditation, as well as ensuring managers and IAED-certified dispatchers receive adequate support during system implementation. In order to ensure that the quality improvement unit (QIU) has sufficient credibility to secure EMD responsiveness to recommended performance or behavior changes, our proposed implementation activity includes educational and consulting support for all quality management (QM) and organizational management activities.

The phased implementation approach was developed to maximize the probability that the Center would be eligible for IAED Accreditation. To achieve this goal, the Center will be required to meet Accreditation operational and performance requirements within a time frame to be determined.

The Statement of Work that follows describes each phase of the PPDS implementation as it pertains to content, time requirements and fee schedules.

### **Statement of Work: Implementation of the Police Priority Dispatch System (PPDS)**

#### ***Pre Implementation Coordination***

Prior to the organization set-up visit, PDC will conduct an agency onsite operational and technical assessment to determine the best ways and means to implement and ultimately achieve IAED Accreditation. PDC will then outline an implementation schedule which will include the following but not be limited to the different components in this phased implementation schedule statement of work.

The first step after the pre implementation evaluation and outline of the implementation schedule will be that PDC will directly assist your agency in establishing the membership of the Steering Committee and the Police Dispatch Review Committees (PDRC). An IAED representative will then outline the Accreditation process in relation to these committees. A Project Manager should be identified to work with PDC in establishing the phases of implementation, training dates and site visits. The Project Manager should have the responsibility of acting as a liaison between the Steering and PDRC committees for the duration of the project. Selection of Quality Assurance/Improvement Unit personnel should also take place at this stage.

### ***Phase 1 – Organization Set-up and Quality Improvement Unit (QIU) Activities***

- **Leadership/Implementation Course**  
PDC staff will conduct a Leadership/Implementation Course for the Center senior managers. This course is designed to be an orientation to the EPD process as it relates to national standards, management oversight responsibility, quality management processes, and the implementation process.
- **Steering and MDRC meeting**  
PDC staff will assist in the development of the implementation process by supporting the managers of the agency.
- **Combined Steering and Police Dispatch Review Committee (PDRC) meeting**  
PDC staff will provide guidance and support in the creation and first meeting of the Steering and PDRC committee. PDC will provide generic policies and procedures for review and revision to aid in administration of the Steering Committee, PDRC and QIU, as well as the appropriate use of the PPDS. During this meeting, the PDC staff will also review the strategic goals and objectives of your organization in order to assist you in meeting your targets as they pertain to the Communications Center and the organization.

### ***Phase 2 – Training***

- **Project Manager training**  
PDC personnel will listen to the needs of and advise on the project management of the implementation. Formal project management support is available throughout the implementation process.
- **Certification and Software training**  
PDC will liaise with the agency to ensure a satisfactory timetable of training, at a suitable venue. Certification training will require a projector for the instructor and a classroom suitable for the number of designated trainees. A PDC technical service representative will set-up, install and train all dispatch personnel on the use of the EPD ProQA software. ProQA software training will require a projector as well as a training computer for each trainee in attendance. PDC will conduct an agreed upon number of four hour training sessions over a suitable amount days.

### ***Phase 3 – Software Installation and Configuration***

- **ProQA, AQUA and XLerator Software**

PDC Software Specialist will conduct onsite installation and configuration of the appropriate software while working with local IT personnel to train in the ongoing use and maintenance of ProQA, AQUA and XLeator Software.

- The CAD Interface will also be tested for proper functionality.

#### ***Phase 4 – System Implementation***

- **EPD orientation to QIU, QM activities and performance monitoring**  
PDC staff (or an appropriately qualified EPD-Q instructor), will provide an EPD-Q course to the designated QIU personnel. The course will facilitate the QIU understanding of quality rationale, measurement methods, and applications. EPD-Q training will require a projector for the instructor and a class room suitable for all EPD-Q attendees.
- **Advanced Quality Assurance (AQUA™) training**  
A PDC technical service representative will set-up, install and train QIU staff on the use and maintenance of AQUA software. AQUA software training will require a projector as well as training computers for each AQUA software trainee.
- **Initiate use of the PPDS On-Line Training**  
PDC staff will provide on-site supervision and on-line training of communication staff during implementation of PPDS.

#### ***Phase 5 – Quality Assurance Phase (30 days post on-line)***

- **Ongoing PDRC support**  
PDC staff will provide ongoing support for PDRC activities through direct attendance of separate or joint PDRC and Steering Committee meetings.
- **QA Review of Agency Calls**  
PDC personnel will audit and review a predetermined number of calls per month (depending on call volume) via VPN or ftp. Additional calls may need to be reviewed by Agency as per IAED guidelines.
- **Review and calibrate QA system data**  
PDC personnel will review QA reports and data to determine what revisions or adjustments may need to be made.
- **Developmental support of CDE program**  
PDC staff will review quality assurance data to assist communications staff in identifying possible performance issues to aid in the development of CDE topics.

PDC will provide examples and curriculum outlines.

- **Field orientation and distribution of Field Responder Guides (in appropriate markets)**  
PDC staff will provide a brief (30 minutes) tutorial on the principles of the PPDS and its impact on operations to field personnel. In addition, field personnel and administration will be provided with a description of supporting documentation and adjuncts (Field Responder Guide) that clarify the use of the protocol from a field and management perspective.
- **SEND Orientation (in appropriate markets)**  
PDC will provide an orientation to the SEND card which will be issued to field personnel and to their dispatch staff. The cards are required by non-EMS personnel to provide a minimum amount of information to ensure an appropriate EMS response. Field personnel will be provided with a brief tutorial CD
- **Public education**  
PDC staff will assist in the development of a public education program to ensure that the implementation of the program is perceived as an enhancement to the system rather than an effort to ration or deny service. PDC staff will be available for media activities.
- **Ongoing master case review of the QIU case reviewers and recommendations for performance improvement**  
PDC staff will provide regular reviews of QIU case reviewer performance to ensure compliance scoring and reporting is consistent with IAED Accreditation requirements.

***Phase 6 – Quality Improvement Phase (90 days post on-line)***

- **Response configuration modification support**  
PDC staff will assist the system Field Management in making changes to response configurations after compliance to protocol has reached appropriate levels.
- **System impact evaluation**  
Once changes to response configurations and modes have been implemented for two months, PDC staff, working with management and the communication staff, will provide an interim assessment regarding the impact of these changes on system performance. Further adjustments will be made as necessary.
- **Supplemental Visit (1-day increment)**  
In the event 90% compliance has not been reached at the 90-day post on-line date, PDC will conduct a visit to troubleshoot and assist in the development of an

appropriate action plan. Within an agreed upon amount of time following this visit, a supplemental visit will occur to verify that the 90% compliance has been met and the organization is on target for accreditation.

#### ***Phase 7 – Accreditation***

- **Master review of case review processes prior to accreditation**  
PDC staff will provide ongoing “master case review” of QIU reviewed cases prior to accreditation. Your communications staff will be responsible for randomly selecting and submitting compliance data on three percent of the calls received and processed by the communications center.
- **Accreditation submission support**  
PDC will provide assistance to your communications staff in the preparation and submission of their Accreditation application and attending documentation.

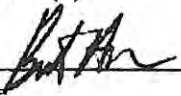
#### ***Phase 8- Ongoing support***

- **IT, Consulting and or CDE onsite days**  
PDC will provide ongoing days onsite (number of days to be determined) annually for any applicable protocol refresher, software, consulting, ConEd requirements as per the client to maintain high PPDS protocol performance and compliance.

## IRAN DIVESTMENT ACT CERTIFICATION

### REQUIRED BY G.S. 147-86.59

1. As of the date written below, the undersigned certifies that:
  - a) He or she is authorized by Medical Priority Consultants, Inc. dba Priority Dispatch Corp to make this certification, and
  - b) Medical Priority Consultants, Inc. dba Priority Dispatch Corp, as a person defined in G.S. 147-86.57(6) is not currently identified by the State Treasurer pursuant to G.S. 147-86.58(1).

	7/28/16
Signature	Date
Brent E. Hawkins	Vice President & General Counsel
Printed Name	Title

Or:

2. As of the date written below, the undersigned certifies that:
  - a) He or she is authorized by [name of vendor] to make this certification, and
  - b) [name of vendor], as a person defined in G.S. 147-86.57(6) is identified by the State Treasurer pursuant to G.S. 147-86.58(1).

Signature	Date
Printed Name	Title

And:

3. [name of vendor] claims an exception from the restrictions on State contracts under the Iran Divestment Act pursuant to G.S. 147-86.61, and submits relevant materials supporting its claim together with this Certification for the State's evaluation and consideration.

Signature	Date
Printed Name	Title

Instructions	1	Complete this IRQ for Software License Agreement (Low Risk) contracts and <u>attach</u> the vendor's or contractor's <u>Certificate of Insurance (COI) or Statement of Self Insurance</u> . <sup>1</sup>
	2	Remit to the NHC Risk Management Dept. for approval: Fax 798-7157 Email <a href="mailto:jstancil@nhcgov.com">jstancil@nhcgov.com</a>
	3	The approved IRQ or additional instructions will be returned to you by fax or email.
	4	CONTRACTS: Send the approved IRQ, COI, & completed Contract Request Checklist to: Diane Morgan, NHC Attorney's Office PURCHASE ORDERS (PO): Send approved IRQ, COI & Quote/Proposal to: Lena Butler, NHC Finance Dept. Questions? Insurance: Jennifer Stancil / 798-7499 Contract: Diane Morgan / 798-7168 PO: Lena Butler / 798-7190

## SECTION 1 Department Information

Contact Name	Ann Riley	Dept.	IT	Date	8/3/16
Phone	910-798-7197	Fax	910-798-7196	Email	<a href="mailto:arriley@nhcgov.com">arriley@nhcgov.com</a>

## SECTION 2 Vendor / Contractor Information

Company Name	Priority Dispatch	Contact Name	Amanda Eiser
Address	110 South Regent Street, Suite 500		
City, State, Zip	Salt Lake City, UT 84111	Phone	801-363-9127

## SECTION 3 Contract Information (New and Renewal)

Anticipated Cost	\$291,175.00	Contract Term	1	Day(s)	Month(s)	Year(s)
Contract Type	<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal	If Renewal, please provide prior Contract Number:				

## SECTION 4 Description of Work

Attach a Scope of Work and/or SPECIFIC details of the job<sup>2</sup> (or special equipment, such as mobile equipment)<sup>3</sup>.

Attached

## SECTION 5 Location of Work

Building/Department Name or Off-site Location	Emerg. Mgmt.	Street Address	230 Government Center Drive
---	--------------	----------------	-----------------------------

## SECTION 6 Motor Vehicle Use

Will the vendor: Drive to County Property? ☒ Yes ☐ No In the course of providing contract services? ☒ Yes ☐ No

## SECTION 7 Insurance Requirements

The requirements listed below are the GENERALLY ACCEPTED insurance requirements for this class of business.

Insurance Description	Minimum Limits of Insurance Required	**Subject to change depending on the location/description of work**
Commercial General Liability**	\$1mil. Ea. Occurrence; \$1mil Products/Completed Operations; General Aggregate Limit shall apply separately to this project/location or the general aggregate limit shall be twice the required limit.	
Professional Liability	\$1,000,000 Each Occurrence; 2-year Extended Reporting Endorsement is required if Claims-Made Form	
Business Auto Liability	\$1,000,000 Each Accident; Any Auto Including Hired & Non-owned Liability; Not required if not visiting County property or driving in the course of providing services.	
Worker's Compensation	Statutory Limits	
Employer's Liability	\$500,000/\$500,000/\$500,000 - 1M/1M/1M	This policy must include a Waiver of Subrogation. Not required if not visiting County property or driving in the course of providing services.
Additional Insured CG 20 26	** New Hanover County (not your department), its officers, officials, agents and employees	

A combination of Umbrella/Excess and primary limit may be used to provide coverage for the amount shown.

Worker's Compensation is required if the contractor/vendor has employees. A Waiver of Worker's Compensation is acceptable for a Sole Proprietor, Partner, or LLC that has NO employees.

Please refer to sample insurance terms for full specifications.

Certificates of Insurance should include the following:

1. New Hanover County, its officers, officials, agents and employees as an additional insured (as noted above by \*\*).
2. Disclose any self-insured retention (allowed only if pre-approved).
3. Designate New Hanover County, 230 Government Center Dr #125, Wilmington, NC 28403 as certificate holder.
4. New Hanover County shall be notified at least 30 days in advance of cancellation or material change in coverage.
5. Provide a Waiver of Subrogation on Worker's Compensation/Employer's Liability; contact Risk Mgmt. if not available from insurer.

Reviewed by:	<i>[Signature]</i>	Date:	8/3/16	Approved:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional Instructions: <u>ADD - Cyber Liability \$1,000,000 each occurrence.</u>					

<sup>1</sup> A certificate of Insurance may not be available if the company is self-insured. If so, please request a statement on the company's letterhead detailing the self-insurance limits, self-insured retentions, and the contact information for filing claims.

<sup>2</sup> Details should include information about the hazards involved in the job, including any design work and/or pollution exposures.

<sup>3</sup> Examples of special or mobile equipment: scaffolding, booms, lifts, tractors, bulldozers, etc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, this policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## PRODUCER:

Diversified Insurance Group  
136 E. South Temple Street  
Suite 2300  
Salt Lake City UT 84111

CONTACT NAME: Deborah Walling

PHONE: (801) 328-8800

EMAIL: dwalling@diversified.com

DATE: (MM/DD/YYYY)  
7/28/2016

INSURED: Medical Priority Consultants, Inc.  
DBA: Priority Dispatch Corp; National Academies  
of Emergency Dispatch; Priority Solutions Inc.  
Sta. 110 E. Regent St, 500  
Salt Lake City UT 84111

## INSURANCE AFFORDED COVERAGE:

INSURER: Federal Insurance Company 20281  
INSURER: Great Northern Insurance Co. 20303  
INSURER: Chubb Indemnity Insurance Co. 12777

## COVERAGES

CERTIFICATE NUMBER: 2016-17 GL-AL-WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	COVERAGE	LIMITS
<b>GENERAL LIABILITY</b>				
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				
<input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR	5502-71-02	2/1/2016	2/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (BY accident) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPLETION 1,000,000 100,000 10,000 1,000,000 2,000,000
<b>BEHL. AGGREGATE LIMIT APPLIES PER:</b>				
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> LOC				
<b>AUTOMOBILE LIABILITY</b>				
<input checked="" type="checkbox"/> ANY AUTO	755L-70-16	2/1/2016	2/1/2017	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE 1,000,000
<input type="checkbox"/> ALL OWNED AUTO				
<input type="checkbox"/> Hired Autos				
<input checked="" type="checkbox"/> 1,000 Deductible				
<input type="checkbox"/> SCHEDULED AUTO				
<input type="checkbox"/> NON-OWNED AUTO				
<b>UMBRELLA LIA</b>				
<input type="checkbox"/> EXCESS LIA				
<input type="checkbox"/> RETENTION				
<b>WORKERS COMPENSATION</b>	7175-28-70 (Other States)	2/1/2016	2/1/2017	EACH OCCURRENCE AGGREGATE PRODUCTS/COMPL OPS 1,000,000
<b>ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED</b>	7175-28-71 (Excluded)	2/1/2016	2/1/2017	EL EACH ACCIDENT EL DISEASE - EMPLOYER EL DISEASE - POLICY LIMIT 1,000,000 1,000,000 1,000,000

DEFINITION: OPERATIONS / LOCATION / VEHICLES (Check ACORD 101, Additional Remarks (Excluded, if more space is required))  
Regarding the evidence of General Liability Insurance, New Hanover County, its officers, officials, agents and employees are included as Additional Insured when required by written contract, respecting its interest in products and operations of the Named Insured.

Additional Insured terms are subject to contractual requirements, it will be terms and conditions of all applicable policy forms and endorsements. The respective Insurers of all evidenced policies provide a minimum of 30 days advanced written notice of cancellation except in the case of non-payment of premium.

## CERTIFICATE HOLDER:

## CANCELLATION:

New Hanover County  
220 Government Center Dr, 1125  
Wilmington, NC 28403

WHOLESALE OF THE ABOVE DESCRIBED POLICIES IS CANCELLED UPON THE EXPIRATION DATE THEREOF. NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature (Date)

ACORD 101 (1/10/00)

11/2015 (1/10/00)

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Policy Number: 3602-71-E3  
Policy Period: FEBRUARY 1, 2016 - FEBRUARY 1, 2017  
Name of Company: FEDERAL INSURANCE COMPANY

This endorsement applies to the following form:

**GENERAL LIABILITY**

Under Who Is An Insured the following provision is added

**Who Is An Insured**

**Additional Insured -  
Scheduled Person  
Or Organization**

Persons or organizations shown in the Schedule are insured, but they are insured only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

if and then only to the extent the person or organization is described in the Schedule, to the extent such contract or agreement requires the person or organization to be afforded status as an insured;

for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and

with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

that is not specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto)

with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

**Conditions**

Under Conditions, the following provision is added to the condition titled Other Insurance:

**Other Insurance -  
Primary, Noncontributory  
Insurance - Scheduled  
Person Or Organization**

If you are obligated pursuant to a contract or agreement to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and you will not seek contribution from insurance available to such person or organization.

**Schedule**

Persons or organizations that you are obligated pursuant to a contract or agreement to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Policy Number 3102-71-63  
Policy Period FEBRUARY 1, 2016 - FEBRUARY 1, 2017  
Name of Company FEDERAL INSURANCE COMPANY

This Endorsement applies to the following form:

GENERAL LIABILITY

### Who Is An Insured

#### Vendors

Persons or organizations who are vendors of your products are insured; but they are insured only with respect to their liability for damages for bodily injury or property damage resulting from the distribution or sale of your products in the regular course of their business and only if this insurance applies to the products-completed operations hazard.

However, no such person or organization is an insured with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for bodily injury or property damage that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in your products made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of your products;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of your products; or
- of your products which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Further, no person or organization from whom you have acquired your products, or any container, ingredient or part entering into, accompanying or containing your products, is an insured under this provision.

Policy Number 5602-71-63  
Policy Period FEBRUARY 1, 2016 FEBRUARY 1, 2017  
Name of Company FEDERAL INSURANCE COMPANY

## GENERAL LIABILITY

### Conditions

#### **Transfer Or Waiver Of Right Of Recovery Against Others**

We will waive the right of recovery you could otherwise have had against another person or organization for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

This condition does not apply to medical payments.

## Policy Condition Endorsement

Policy Period: FEBRUARY 1, 2016 TO FEBRUARY 1, 2017  
Effective Date: FEBRUARY 1, 2016  
Policy Number: 3602-71-E3 DEN  
Insured: MEDICAL PRIORITY CONSULTANTS INC DBA  
PRIORITY DISPATCH CORP  
Name of Company: FEDERAL INSURANCE COMPANY  
Date Issued: FEBRUARY 1, 2016

This Endorsement applies to the following form:

COLLISION POLICY CONDITIONS

### Conditions

Under Conditions, the following condition is added:

Notice Of Cancellation  
To Scheduled Persons  
Or Organizations Within  
144 Cancellation

When we cancel this policy for any reason, including non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

- Any failure by us to notify such person(s) or organization(s) will not:
- impose any liability or obligation of any kind upon us, or
- invalidate such cancellation.

### Schedule

If we are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided but a minimum of 15 days of the date of our actual notice of cancellation to the first named insured, the first named insured or producer of record provided with a spreadsheet containing the name, mailing address, and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY ASCEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OF PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If EXEMPTION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111	CONTACT NAME: Deborah Walling PHONE: (801) 325-8000 FAX: (801) 325-2004 EMAIL: dwalling@digrisk.com
INSURED Medical Priority Consultants, Inc. DRA Priority Dispatch Corp. and Priority Solutions, Inc. 110 S. Reprint ST, Ste. 500 Salt Lake City UT 84111	INSURER: Illinois National Insurance POLICY NUMBER: 23817 EFFECTIVE DATE: EXPIRATION DATE: RENEWAL DATE: RENEWAL TYPE:

COVERAGES CERTIFICATE NUMBER 2016-17 PROFESSIONAL REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ASSURED	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS
GENERAL LIABILITY					
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Per occurrence) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMPROP AGG \$
GENERAL AGGREGATE LIMIT APPLIES PER					
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC					
AUTOMOBILE LIABILITY					
<input type="checkbox"/> ANY AUTO					COMB. SOLE & SEV. ACCIDENT \$
<input type="checkbox"/> ALL OWNED AUTOS					THEFT \$
<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per person) \$
<input type="checkbox"/> SCHEDULED AUTO					BODILY INJURY (Per accident) \$
<input type="checkbox"/> NON-OWNED AUTO					PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB					
<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Excluded in NY)					PER STATUTE / OTHER \$
DESCRIPTION OF OPERATIONS below:					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
h. Errors and Omissions		06-766-65-28 Occurrence	2/1/2016	2/1/2017	Professional Liability 5,000,000
Subject to \$25k retention		Excl: 1/15/2006 & others			Media Content Liability 5,000,000

DESCRIPTION OF OPERATION / LOCATION / VEHICLE (Attach ACORD 101, Additional Endorsements, if more than 1 page, 1 page only)  
EVIDENCE OF INSURANCE ONLY

Where evidenced policy includes the following insuring agreements (subject to various conditions, terms and conditions):

- Specialty Professional Liability
- Media Content Insurance
- Security and Privacy Liability, incl. Regulatory Action

## CERTIFICATE HOLDER

## CANCELLATION

New River County  
230 Government Center Dr, 1125  
Washington, NC 28403

CHOICE OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature: [Signature]  
Date: 08/01/2016

ACORD 101 (08/01/16)

11/01/2016 (08/01/16)

THIS FORM IS NOT VALID UNLESS IT IS ACCOMPANIED BY A COPY OF THE POLICY

FORM 2016 ACORD 101-08/01/16, AMPLIFIED BY COVER

## COMMENTS/REMARKS


- CONTINUED FROM PREVIOUS PAGE -
- \* Network Interruption Insurance
- \* Event (Breach) Management Insurance
- \* Cyber Extortion Insurance

✓  
✓

## IRAN DIVESTMENT ACT CERTIFICATION

### REQUIRED BY G.S. 147-86.59

1. As of the date written below, the undersigned certifies that:
  - a) He or she is authorized by Medical Priority Consultants, Inc. dba Priority Dispatch Corp to make this certification, and
  - b) Medical Priority Consultants, Inc. dba Priority Dispatch Corp, as a person defined in G.S. 147-86.57(6) is not currently identified by the State Treasurer pursuant to G.S. 147-86.58(1).

	7/28/16
Signature	Date
Brent E. Hawkins	Vice President & General Counsel
Printed Name	Title

Or:

2. As of the date written below, the undersigned certifies that:
  - a) He or she is authorized by [name of vendor] to make this certification, and
  - b) [name of vendor], as a person defined in G.S. 147-86.57(6) is identified by the State Treasurer pursuant to G.S. 147-86.58(1).

Signature	Date
Printed Name	Title

And:

3. [name of vendor] claims an exception from the restrictions on State contracts under the Iran Divestment Act pursuant to G.S. 147-86.61, and submits relevant materials supporting its claim together with this Certification for the State's evaluation and consideration.

Signature	Date
Printed Name	Title

**PUBLIC SAFETY PRIORITY DISPATCH SYSTEM ("PDS")****Client License and Service Agreement for Priority Dispatch Systems**

Welcome to Priority Dispatch! This PDS Card and Software License and Service Agreement (the "Agreement") details provisions agreed-upon for licensed client use of the specified Licensed Product(s) between Medical Priority Consultants, Inc. ("MPC"), d.b.a. Priority Dispatch Corp. ("PDC"), as Licensor, and you, the specified Client, as Licensee. Integral to this Agreement are its Basic and Extended Service Plans (all together, the "CLA/BSP"). The Licensed Product(s) are as specified in Client's License Fee Invoice from PDC and elsewhere in the documentation of the CLA/BSP. In order for you to use the Licensed Product(s), and to receive product service and customer support ("S&S") thereon, it is necessary for you to enter into this Agreement and to register with PDC using the Client Registration Form at the end of this Agreement. Thank you for purchasing this user's license, and for taking time to read the Agreement and register. Please contact your Client Representative at PDC for additional information and for any help required with your implementation and use of the Licensed Product(s), service and support.

Date: \_\_\_\_\_

Client: New Hanover Public Safety Communications Center ("Client," "Licensee" and/or "you")Address: 230 Government Center Dr., Ste 185, Wilmington, NC 28403Telephone: 910.798.6931 Fax: 919.341.4038

ProQA Police Version Number: \_\_\_\_\_

License Number: \_\_\_\_\_

Annual Support Dates: \_\_\_\_\_

Number of Licensed Stations: \*See Sales Quote #131100,License Fee: dated 7/27/16, and included herein asAnnual Maintenance Fee: Attachment A.

PPDS Cards Version Number: \_\_\_\_\_

License Number: \_\_\_\_\_

Annual Support Dates: \_\_\_\_\_

Number of Licensed Stations: \*\*See Delivery andLicense Fee: Implementation plan, included herein asAnnual Maintenance Fee: Attachment B.

AQUA Version Number: \_\_\_\_\_

License Number: \_\_\_\_\_

Annual Support Dates: \_\_\_\_\_

Number of Licensed Stations: \_\_\_\_\_

License Fee: \_\_\_\_\_

Annual Maintenance Fee: \_\_\_\_\_

*The persons signing below represent that they are duly authorized to execute this Agreement for and on behalf of the Party for whom they are signing, and that the Parties understand and agree to be bound by the terms and conditions of this Agreement.*

Client, Licensee, and /or you:

PDC and/or Licensor:

See attached signature page  
Authorized Signature

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Print Name\_\_\_\_\_  
Print Name\_\_\_\_\_  
Title\_\_\_\_\_  
Title**Terms and Conditions of Agreement**

**1. Software** means the Priority Dispatch System ("PDS") software and/or cards that you receive from PDC in connection with this Agreement and as further identified above, regardless of the medium on which it is stored. **Documentation** means the end user documentation that you receive from PDC for the Software. Whenever the context reasonably permits, any reference in this Agreement to "Software" shall also apply to the PDS and to the Documentation, which together comprise the **Licensed Product**. Except as provided below, in the section entitled "Limited Software Warranty," any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

**2. A PDC Product.** The Software and any and all copies thereof and derivatives therefrom are owned by PDC. You acknowledge that PDC owns the copyrights, patent rights, trade secrets, trademarks and other intellectual property rights in and to the Software. License fees purchase only the limited License provided in this Agreement. You agree not to infringe upon any of these exclusive intellectual property rights of PDC and that you will not attempt to record or register any of them for any party. Copies of the Software are loaned to you by PDC for the duration of the License only, and only for the purpose of enabling you to exercise your License rights (see also, section entitled "Termination").

**3. Stations, Licensed Stations, Number of Licensed Stations.** "Stations" are computers, terminals, nodes, computer aided dispatch stations, or workstations in your possession and control. "Licensed Stations" are your Stations that have access to the Software and for which you have paid the applicable License Fee to PDC for this License to use the Software. The "Number of Licensed Stations" is specified above and in your License Fee invoice from PDC. You may not use the Software in connection with any Stations (or any other computers, terminals, nodes or workstations) other than the Licensed Stations, and the number of Stations using or having access to the Software shall at no time exceed the Number of Licensed Stations. "Training Stations" are Stations that have access to the Software but are dedicated to the purpose of training personnel on the use of computerized functions in the call-center, and may not be used to take real or live calls. "Backup Stations" are Stations that have access to the Software but have been designated as backup stations for emergency contingency use only. Backup Stations are separate and independent from the Licensed Stations, and cannot run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

**4. License of Software.** PDC grants to you a nonexclusive, non-transferable limited license (the "License") to use the Software on the Number of Licensed Stations. This License also authorizes you to use the Documentation, but only in connection with your licensed use of the Software. The Term of the License begins on the date you receive the Software and accept this Agreement, and runs thereafter for 99-years, unless terminated earlier, as provided in this Agreement. Rights not expressly granted to you under this Agreement are reserved by PDC.

**5. License Fee.** You must pay PDC the License Fee specified above and in your License Fee invoice from PDC when the License is purchased. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

**6. Copies & Use.** You may copy Software as necessary to use Software on Licensed Stations or for reasonable archival or back-up purposes. All trademark, copyright and proprietary rights notices must be reproduced by you and included on all copies. U.S. law, international law and treaties, and this Agreement all prohibit you from making any other copies; or from making any derivatives of the Software, system protocols, or anything in the PDS; or from making any use of the Software in any manner not licensed by this Agreement.

**7. Use and Protection of the Licensed Product(s) and PDS.** You are not entitled to receive any source code for the Software. Without PDC's express, prior written permission, you may not: (a) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license. Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support, and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

**8. Basic Service Plan.** This Agreement includes and incorporates the accompanying Basic Service Plan ("BSP"). For 30-days, beginning on the date the Software under this License is delivered to you (and provided that you have accepted this Agreement and registered, using the Client Registration Form at the end of this Agreement), you are entitled to the maintenance, support, Updates and services offered by PDC through the BSP. This 30-day BSP is included in your Initial License Fee, and it may be extended to 365-days if you elect to prepay with your Initial License Fee, PDC's then-standard fee for such extension. Thereafter, if you desire to continue to receive maintenance, support, Updates, and services under this BSP, you must pay to PDC its then-current "Extended Maintenance Fee" for the Extended Service Plan ("ESP"). As specified therein, the BSP is subject to revision by PDC upon 30 days advance notice by PDC to you. Thereafter, the revised BSP shall govern. Certain terms used in this Agreement are more fully defined in an Appendix of the BSP. PDC's obligations to maintain the Software and provide Updates, support or service are as specified, defined and limited in the BSP. To facilitate and expedite any time-sensitive contact that PDC may seek to make with its Licensees, you are required to specify on the Client Registration Form, a Designated Agency Contact Person, and to specify that person's title and e.mail address. Failure on your part to so register not only affects the availability of services under the BSP, but

also would make you solely responsible for delays in your receiving potentially urgent and vital communications about your Licensed PDC Product and for any failure on your part to implement any such system improvements. See also, section entitled "Use of Software; Updates," below.

**9. Taxes.** Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments actually received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary the license fees and amounts shall be increased ("grossed up") so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC on the basis of net corporate income.

**10. Use of Software; Updates.** You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, "Updates" in the BSP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, BSP Section titled "Unsafe Practices"). Updates to the Software received by you from PDC shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

**11. Limited Software Warranty.** PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: (a) *remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software.* The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to PDC that you have not retained in your possession or control, any copies of the Software and that you have not transferred or disclosed any Software to any third party. Then PDC will refund to you the License Fee and any prepaid Maintenance Fees received by PDC from you hereunder. **THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY AND PDC'S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO ANY BREACH OF THIS WARRANTY.**

**12. Inspection.** PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction within 30-days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated. See also, BSP section titled "Unsafe Practices."

**13. DISCLAIMER OF OTHER PDC WARRANTIES.** PDC MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY, SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PDC DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. PDC DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION WILL SATISFY YOUR REQUIREMENTS OR THAT THEY ARE WITHOUT ERROR, OMISSION, DEFECT OR DEFICIENCY, OR THAT THE OPERATION OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

**14. LIMITATION ON PDC LIABILITY.** THE AGGREGATE LIABILITY OF PDC ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, STRICT LIABILITY, MALPRACTICE, INDEMNITY, AND/OR OTHERWISE, AND WHETHER OR NOT ARISING IN WHOLE OR IN PART FROM PDC'S FAULT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEE PAID BY YOU TO PDC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM. PDC SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF PDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PDC SHALL NOT BE LIABLE TO ANY THIRD PARTY FOR ANY CLAIM, LIABILITY OR DAMAGES RESULTING FROM OR RELATING TO YOUR USE OF THE

SOFTWARE OR ANY RELIANCE THEREON. PDC IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE OR OTHER COMPUTER PROGRAMS, FAILURE OF THE SOFTWARE TO OPERATE WITHOUT INTERRUPTION, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF PDC ARE NOT PARTIES TO THIS AGREEMENT AND SHALL HAVE NO LIABILITY RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER. EXCEPT FOR THE LIMITED WARRANTY, PDC MAKES NO WARRANTY CONCERNING THE SOFTWARE, AND PDC SHALL NOT OTHERWISE BE LIABLE FOR ANY NONCONFORMITY IN THE SOFTWARE OR IN THE PDS.

**15. RESPONSIBILITY.** IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE BSP AND THE PROVISIONS AND DISCLAIMERS SET FORTH IN THE BSP UNDER THE HEADING "RESPONSIBILITY," AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

**16. ALLOCATION OF RISK.** THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

**17. Termination.** Either party may terminate this Agreement, based upon a breach of this Agreement by the other Party which is not cured within 30-days of written notice thereof. This Section 17 shall not limit the relief, remedies and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time. Upon any termination of the Agreement, you must, within 15-days of termination, cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained and no longer control access to any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

**18. Disputes.** This Agreement shall be governed in all respects by the laws of the United States, and the State of Utah. Any litigation or arbitration between the parties shall be conducted exclusively in a state or federal court of competent jurisdiction in Salt Lake City, and their respective courts of appeal. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees.

**19. Export Controls.** You warrant and certify the Software will not be exported, re-exported or otherwise made available by you to any country in violation of any U.S. laws or regulations.

**20. Assignment.** You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

**21. Severability.** In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

**22. Government End Users.** A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: (a) *only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Licensee has no rights not explicitly granted by PDC under this Agreement.

**23. Force Majeure.** Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

**24. Entire Agreement.** This Agreement, including the Basic and Extended Service Plan on the following pages: (a) *represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations and warranties relating to the subject matter of this Agreement; and (c) may only be amended, cancelled or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in

connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective.

**25. Construction.** This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

*dm 8/23/11*  
**26. Confidentiality.** *to the extent provided by law,* A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party must be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

## **Client Service & Product Support for Registered, Licensed Software Users**

*PDC is responsible for providing maintenance, support, Updates and other services in accordance with this Basic Service Plan ("BSP"). To receive this maintenance, support, Updates and other services, you must be a Registered Licensee with service prepaid under either the Initial License Fee or under the Extended Service Plan ("ESP," see Section 1, below). Any maintenance, support, Updates or other services provided by PDC shall also be subject to and governed by the Client License & Service Agreement (the "Agreement") including, without limitation, the sections entitled "Disclaimer Of Other PDC Warranties," "Limitation On PDC Liability," "Allocation Of Risk" and "Disputes." To assure entitlement to PDC's maintenance, support and other services, and to receive notice of Updates (see Section 2, below), you must, within 30 days of receipt of the Software accompanying this License, complete, sign, and return to PDC, the accompanying Client Registration Form.*

### **1. Basic Service Plan/Extended Service Plan.**

- a. BSP: Basic Product Service and Client Support ("S&S") are available via telephone from PDC for up to 2-hours per Licensed Station during the first 30-days after the Software under this License is delivered to you (provided that you have accepted this Agreement and registered, using the Form at the end of this Agreement). This S&S is included in your Initial License Fee, and this BSP may be extended to an Extended Service Plan, or ESP, as specified in the section of the Agreement titled "Basic Service Plan."
- b. ESP: Extended S&S provides all Updates that PDC issues for the Software during periods covered by ESP, together with reasonable telephone S&S (1-hour per Licensed Station per year). It also includes written notification about significant development of and changes being made to the Software. The ESP period is for one year, and is renewed annually upon receipt of the extended maintenance fee.
- c. With the exception of specified S&S that has been prepaid and not refunded, PDC may modify and replace this Service Plan from time to time. Client's receipt of a modified replacement BSP constitutes notification of such replacement, and 30-days thereafter, any prior BSP is superseded. The modified replacement BSP/ESP then becomes the current BSP/ESP and is part of the Agreement.
- d. S&S hours in excess of those provided as part of the BSP or ESP during any covered period shall be available at PDC's then-current fees for same.
- e. PDC reserves the right to not extend the BSP for licensed users who are not current in their obligations to PDC, and/or after a New Version of the PDS has been released to replace a prior Version (see Section of this BSP titled "Updates & New Versions").

**2. Updates & New Versions.** An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International/National Academies of Emergency Dispatch ("I/NAED"); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure receipt of the Software notifications, Client must register at [http://www.prioritydispatch.net/support/int\\_notification.php](http://www.prioritydispatch.net/support/int_notification.php). As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

- a. **Updates** (see also, defined term "Update" in Appendix A to this BSP). When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software notification registration and BSP/ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."
- b. **New Versions** (see also, defined term "Version" in Appendix A). When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you. It constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by

PDC's then-current license agreement and BSP for the New Version. New licenses, as well as Updates, will only be issued for the then-current Version. PDC is not obliged to maintain or support prior or outdated versions and/or editions.

*Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. While not obliged to up-grade to a New Version, users that continue to use prior versions after a New Version has been so offered to them by PDC are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the INAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version offered to you by PDC.*

**3. Responsibility.** Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

**4. Research Data Sharing.** In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data.

**5. Expert System Disclosure.** This expert system is designed for use by EDs who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that Quality Assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. The designers also recommend continuing emergency dispatch training and periodic PDS refresher courses to keep trained EDs certified and up-to-date with current standards of professional dispatch practice and care. This system cannot, under this license, ever be used by non-INAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

**6. Modification of Software, Cards, or PDS.** Other than as specifically provided in this BSP, you may not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This BSP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the INAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this BSP). Implementation of Updates, as provided in the section of this BSP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of the CLA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

**7. Derivative Products.** In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

**8. Customization of Responses.** Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client. Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used.

**9. Changing the PDS.** All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this BSP titled "Accepted Process for PDS Modification." This is based on the following:

- a. **Implementation and Familiarity with the PDS.** The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 12 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.
- b. **Total Quality Management.** A Quality Improvement and Management Program is prerequisite to the successful application of the PDS. Key elements should include:
  - i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions

in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an I/NAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual I/NAED Dispatch Center accreditation.

- ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S):** One or more committees should be established to set policy and review performance of ED operations with the PDS. The ED Director should participate in all material decisions by these committees and should be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee should be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.
- iii. **CERTIFICATION:** It is required that all EDs utilizing the PDS be certified by the I/NAED and strongly recommended that all system administrators, managers, and supervisors be certified in the I/NAED 1-day National Executive Certification Course. The PDS may not be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.
- iv. **CONTINUING DISPATCH EDUCATION ("CDE"):** All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by I/NAED.
- v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE:** It is essential that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation by an objective performance checklist or template. It is recommended that using the Academy's Center of Excellence minimum performance requirements (available on the I/NAED website), a random sample of all dispatch calls be reviewed in this manner and that the ED's compliance percentages to each area be serially maintained. EDs not complying should be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and should not be tolerated by managers and employers.
- vi. **ACCREDITATION:** It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the I/NAED.

**10. Accepted Process for PDS Modification.** In 1988, the I/NAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color coded portion of Cards or Software unless authorized to do so by PDC, as agent of the I/NAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

**11. Unsafe Practices.** Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or mis-use of the Licensed Product(s) — i.e., a use not specifically authorized in this written Agreement — must be considered unsafe unless and until it has been formally approved through the Academy's scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue S&S hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use, and you hereby agree to indemnify and hold PDC and the I/NAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a "no-send" or "referral" option is not authorized by this License. Such practices may only be authorized under a special "Omega" Software License from the I/NAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the I/NAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-I/NAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. **CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES.** The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor's sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a Client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety.

**12. International Dispatch Coding System.** The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this Basic Service Plan, or in the Client License Agreement of which it is a part. As provided above, in the section of this BSP titled "Customization of Responses," however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g., 10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses "attached" in parallel to these codes.

**13. Standard of Care and Practice.** Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC's Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by I/NAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

**14. Dedicated Legal and Consultative Support.** Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have kept their Software and/or Cards up-to-date (per sections titled "Basic Service Plan/Extended Service Plan" and "Updates & New versions" of this BSP), and to their professional staff of EDs and ED instructors who have been trained, then certified through the I/NAED and maintained their I/NAED certifications current. PDC's professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC's then-current fee schedule for such licensed client services.

**15. Appendix.** The following Appendix, entitled "A More Detailed Definition of Certain Key Terms Used in This Agreement," is made part of this BSP for additional information and clarification:

### ***A More Detailed Definition of Certain Key Terms Used in This Agreement***

**"Academies" and/or "Academy" and/or "I/NAED"**

The National Academies of Emergency Dispatch ("NAED"). Also known as the International Academies of Emergency Dispatch ("IAED").

**"Agreement," "Client License Agreement," "CLA"**

The Software License & Service Agreement between the Client and PDC. This is the Software License & Service Agreement, including its BSP, of which this Appendix is part.

**"BSP" The Basic Service Plan:**

This is the Client service and product support document and plan that is part of the Agreement for the licensed Software and that governs such service and support for such licensed Software. As provided in that part of the Agreement entitled "Basic Service Plan," the BSP in effect at the time the Initial License Fee was paid was attached to and made part of the Agreement.

**"Cards"**

The manual version of a PDS in the form of printed reference cards provided by PDC to Client under a CLA. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation and flip-file provided to Client with the Cards. User rights to the Cards are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Cards for a particular PDS is available to licensed Card users from PDC for a fee, and may also, as appropriate, be included in the defined term "Cards," but is further subject to the specific use limitations imposed therein. The defined term "Cards" shall further include any Updates and/or Releases of the current Version of the Cards, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

**"Client," "Agency," "Licensee" and "You" or "you"**

The licensee licensed to use the licensed Software under the Agreement. This is the licensee who enters into the Agreement with PDC.

**"certification" and "recertification"**

When used in this agreement, certification and recertification mean specifically by the I/NAED.

**"ED", Emergency Dispatch and/or Emergency Dispatcher.**

These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters "P", "F" and/or "M", respectively; as in "EPD", "EFD" and/or "EMD", respectively.

**"ESP" The Extended Service Plan:**

A BSP that has been extended pursuant to that part of the Agreement entitled "Extended Service Plan" becomes an ESP for the pre-paid period covered by any such ESP Fees paid by Client.

**"PDS", Priority Dispatch System.**

These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters "P", "F" and/or "M", respectively; as in "PPDS", "FPDS" and/or "MPDS", respectively.

**"Release"**

A Release represents a minor collection of improvements, modifications, or changes to and of the PDS, Software, Cards or Documentation within and Update. Generally, Releases are unscheduled events, provided only upon request to currently registered licensees under BSP or ESP S&S plans with PDC.

**"Service" and/or "Support" and/or "S&S"**

Client service and support via the telephone. Basic and Extended S&S are available as specified under the section titled "Service Plan/Extended Service Plan" in the BSP.

**"Software"**

The software version of a PDS in the form of computer programs provided by PDC to Client under a CLA, regardless of storage medium in which such computer programs are stored or used. This definition also includes, wherever the context reasonably permits, the related PDS, and the documentation provided to Client with the Software. User rights to the Software are obtained by Client only under Client License Agreement from PDC. A Field Responder's Guide related to Software for a particular PDS is available to licensed Software users from PDC for a fee, and may also, as appropriate, be included in the defined term "Software," but is further subject to the specific use limitations imposed therein. The defined term "Software" shall further include any Updates and/or Releases of the current Version of the Software, which may subsequently be provided by PDC to Client, and such included Updates and/or Releases, if any, shall be governed by this Agreement, unless indicated otherwise in writing by PDC at the time.

**"Update"**

An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a Basic Service Plan or Extended Service Plan with PDC. See also the section titled "Updates & New Versions," in the BSP. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 11.2 would be an Update from Release 11.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

**"Version"**

A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). See also the section titled "Updates & New Versions," in the BSP.

***[Please complete and return the Registration Form on the next page]***

**P**riority **D**ispatch **S**ystem TM  
CLIENT REGISTRATION FORM

***Please complete, sign and return this Form to Priority Dispatch Corp. within 10 days to entitle you to new Releases, Updates, Versions, Warranty, and Service & Support of your licensed PDS product.***

Agency Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Name of Center where Licensed Product is used: \_\_\_\_\_

Address where Licensed Product is used: \_\_\_\_\_

City: \_\_\_\_\_ State/Province: \_\_\_\_\_

Zip: \_\_\_\_\_ Country: \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

***Please provide the following data about your geographic area and Emergency Dispatch Center:***

1. Geographic area (city, county, etc.): \_\_\_\_\_
2. Base population within geographic area: \_\_\_\_\_
3. Number of Emergency Dispatch call taking stations in center: \_\_\_\_\_
4. Number of call takers who will use the Licensed Product at the Emergency Dispatch Center: \_\_\_\_\_

***For Office Use Only***

License Number: \_\_\_\_\_

License Date: \_\_\_\_\_

Initial License Fee: \_\_\_\_\_

Version Number: \_\_\_\_\_

PDS Edition: \_\_\_\_\_

Number of Licensed Stations: \_\_\_\_\_  
(Active \_\_\_\_\_ Supervisory/Standby \_\_\_\_\_)

NORTH CAROLINA

NEW HANOVER COUNTY

**E-Verify Compliance.** Pursuant to S.L. 2015-294, Priority Dispatch Corp., shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of contract.



ATTEST:

Kimberleigh G. Crowell  
Clerk to the Board, Deputy

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

Lisa W.  
Finance Director

NEW HANOVER COUNTY

Ann M. Sinder 8/30/16  
Deputy County Manager

Approved as to form  
W. Adams  
County Attorney

STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

I, Diane Morgan, a Notary Public of the State and County aforesaid, certify that Teresa P. Bynore acknowledged that she is Clerk to the Board of Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Deputy County Manager, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this 31st day of August, 2016.

My commission expires: 8/12/18

Diane Morgan  
Notary Public  
DIANE MORGAN  
Notary Public  
Pender County  
My Commission Expires  
08/12/2018  
NORTH CAROLINA



110 South Regent Street, Suite 500  
Salt Lake City, UT 84111  
(801) 363-9127 \* (801) 363-9144 fax  
(800) 363-9127 toll-free

ATTACHMENT A

## Sales Quote #131100

by Tim Martin

Date 7/27/2016

Bill To: New Hanover Public Safety Communications Center    Ship To: New Hanover Public Safety Communications Center  
Attn: Matt Langley    Attn: Matt Langley  
230 Government Center Dr.    230 Government Center Dr.  
Suite 185    Suite 185  
Wilmington, NC 28403    Wilmington, NC 28403

For: New Hanover Public Safety Communications Center  
Attn: Matt Langley  
230 Government Center Dr.  
Suite 185  
Wilmington, NC 28403

Phone: 910-798-6931    Fax: 919-341-4038

Qty	Description	Unit Price	Extended Price
25	ProQA Software Licenses (Police - Paramount - Standard - North American English) Automated calltaking software	\$4,900.00	\$122,500.00
1	XLerator Server Suite 21-30 Users (North American English) Client server software application suite	\$6,000.00	\$6,000.00
1	AQUA Software Licenses (Police - Standard - North American English) Quality Assurance (case review) software base engine and discipline module	\$1,500.00	\$1,500.00
25	Backup Cardset (Police - 5.0 - Standard - North American English) Licensed manual protocol set for backup	\$495.00	\$12,375.00
10	QA Guide (QAG) (Police - 5.0 - Standard - North American English) Quality Assurance Guide for training and case review only	\$45.00	\$450.00
6	ED-Q Certification Course Registrant (Host) (Police) Materials, tuition and certification (2 days, 16 hours)	\$500.00	\$3,000.00
4	ProQA Software Training (Police - Standard - North American English) 2 or more disciplines require 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	\$1,500.00	\$6,000.00
1	AQUA Software Training (North American English) 8-hour course	\$1,500.00	\$1,500.00
1	System Administration Training (North American English) On-site training (6 hours) for center management detailing program configuration and customization options	\$1,500.00	\$1,500.00
2	Active Assailant Training- Host (Police - Standard - North American English) Minimum attendance required	\$3,000.00	\$6,000.00
5	Mobile Software Training Lab (Police) Individual laptop computers and one configured server with the latest versions of ProQA, AQUA and XLerator software programs (short-term use)	\$1,500.00	\$7,500.00
80	Certification Course Registrant (Host) (Police - North American English) Materials, tuition and certification.	\$340.00	\$27,200.00
1	National Q Service - 50% (Police - 50%) Expert case review and reporting for 50% of the IAED's required number of cases for accreditation, or _____ cases. Renewable option available.	\$18,200.00	\$18,200.00

*"To lead the creation of meaningful change in public safety and health."*



110 South Regent Street, Suite 500  
Salt Lake City, UT 84111  
(801) 363-8127 \* (801) 363-8144 fax  
(800) 363-8127 toll-free

## Sales Quote #131100

by Tim Martin

Date 7/27/2016

1	Accredited Center of Excellence Application Fee (Police) IAED fee for accreditation	\$2,250.00	\$2,250.00
1	Project Management/Implementation Support (Police) Implementation support and quality management program development	\$36,000.00	\$36,000.00
1	Annual Maintenance/Support - ESP (P) License renewal, service and support	\$39,200.00	\$39,200.00

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Sub-Total:	\$291,175.00
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Tax:	\$0.00
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Shipping & Handling:	\$40.00
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Total:	\$291,215.00
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This quote is valid for 120 days from date of issue. Unless otherwise agreed to in writing, all prices quoted are exclusive of any applicable sales, use, withholding and other taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. Payment terms are Net 30 unless otherwise noted.

Seller will use reasonable efforts to deliver products on time, but will not be liable for any expenses or damages incurred as a result of late delivery or for circumstances beyond Seller's reasonable control. Shipments are made F.O.B. origin, which is Salt Lake City, UT, USA. All insurance expenses and risk of loss are assumed by Buyer.

Purchasing or signing below acknowledges your agreement to the terms above and to the "break the seal" or "click to accept" license agreement associated with the licensed product(s). The license agreement is included with the licensed product(s) and you will have the opportunity to read it before opening or installing. If unacceptable, you may return the licensed product(s) within 10 days of receipt for a refund, less any applicable restocking fees and original shipping charges.

Sign here ☒ \_\_\_\_\_ Date \_\_\_\_\_

Payment Method: (Check enclosed, or...)

☐ Purchase Order # \_\_\_\_\_

☐ VISA/MasterCard/AMEX # \_\_\_\_\_

Expiration: \_\_\_\_\_

*"To lead the creation of meaningful change in public safety and health."*

## **Delivery and Implementation of the Police Priority Dispatch System (PPDS)**

### **Introduction**

The following proposed list of implementation training activities is designed to provide a phased approach to Priority Dispatch Corporation (PDC) training and successful IAED accreditation, as well as ensuring managers and IAED-certified dispatchers receive adequate support during system implementation. In order to ensure that the quality improvement unit (QIU) has sufficient credibility to secure EMD responsiveness to recommended performance or behavior changes, our proposed implementation activity includes educational and consulting support for all quality management (QM) and organizational management activities.

The phased implementation approach was developed to maximize the probability that the Center would be eligible for IAED Accreditation. To achieve this goal, the Center will be required to meet Accreditation operational and performance requirements within a time frame to be determined.

The Statement of Work that follows describes each phase of the PPDS implementation as it pertains to content, time requirements and fee schedules.

### **Statement of Work: Implementation of the Police Priority Dispatch System (PPDS)**

#### ***Pre Implementation Coordination***

Prior to the organization set-up visit, PDC will conduct an agency onsite operational and technical assessment to determine the best ways and means to implement and ultimately achieve IAED Accreditation. PDC will then outline an implementation schedule which will include the following but not be limited to the different components in this phased implementation schedule statement of work.

The first step after the pre implementation evaluation and outline of the implementation schedule will be that PDC will directly assist your agency in establishing the membership of the Steering Committee and the Police Dispatch Review Committees (PDRC). An IAED representative will then outline the Accreditation process in relation to these committees. A Project Manager should be identified to work with PDC in establishing the phases of implementation, training dates and site visits. The Project Manager should have the responsibility of acting as a liaison between the Steering and PDRC committees for the duration of the project. Selection of Quality Assurance/Improvement Unit personnel should also take place at this stage.

### ***Phase 1 – Organization Set-up and Quality Improvement Unit (QIU) Activities***

- **Leadership/Implementation Course**  
PDC staff will conduct a Leadership/Implementation Course for the Center senior managers. This course is designed to be an orientation to the EPD process as it relates to national standards, management oversight responsibility, quality management processes, and the implementation process.
- **Steering and MDRC meeting**  
PDC staff will assist in the development of the implementation process by supporting the managers of the agency.
- **Combined Steering and Police Dispatch Review Committee (PDRC) meeting**  
PDC staff will provide guidance and support in the creation and first meeting of the Steering and PDRC committee. PDC will provide generic policies and procedures for review and revision to aid in administration of the Steering Committee, PDRC and QIU, as well as the appropriate use of the PPDS. During this meeting, the PDC staff will also review the strategic goals and objectives of your organization in order to assist you in meeting your targets as they pertain to the Communications Center and the organization.

### ***Phase 2 – Training***

- **Project Manager training**  
PDC personnel will listen to the needs of and advise on the project management of the implementation. Formal project management support is available throughout the implementation process.
- **Certification and Software training**  
PDC will liaise with the agency to ensure a satisfactory timetable of training, at a suitable venue. Certification training will require a projector for the instructor and a classroom suitable for the number of designated trainees. A PDC technical service representative will set-up, install and train all dispatch personnel on the use of the EPD ProQA software. ProQA software training will require a projector as well as a training computer for each trainee in attendance. PDC will conduct an agreed upon number of four hour training sessions over a suitable amount days.

### ***Phase 3 – Software Installation and Configuration***

- **ProQA, AQUA and XLerator Software**

PDC Software Specialist will conduct onsite installation and configuration of the appropriate software while working with local IT personnel to train in the ongoing use and maintenance of ProQA, AQUA and XLeator Software.

- The CAD Interface will also be tested for proper functionality.

#### ***Phase 4 – System Implementation***

- **EPD orientation to QIU, QM activities and performance monitoring**  
PDC staff (or an appropriately qualified EPD-Q instructor), will provide an EPD-Q course to the designated QIU personnel. The course will facilitate the QIU understanding of quality rationale, measurement methods, and applications. EPD-Q training will require a projector for the instructor and a class room suitable for all EPD-Q attendees.
- **Advanced Quality Assurance (AQUA™) training**  
A PDC technical service representative will set-up, install and train QIU staff on the use and maintenance of AQUA software. AQUA software training will require a projector as well as training computers for each AQUA software trainee.
- **Initiate use of the PPDS On-Line Training**  
PDC staff will provide on-site supervision and on-line training of communication staff during implementation of PPDS.

#### ***Phase 5 – Quality Assurance Phase (30 days post on-line)***

- **Ongoing PDRC support**  
PDC staff will provide ongoing support for PDRC activities through direct attendance of separate or joint PDRC and Steering Committee meetings.
- **QA Review of Agency Calls**  
PDC personnel will audit and review a predetermined number of calls per month (depending on call volume) via VPN or ftp. Additional calls may need to be reviewed by Agency as per IAED guidelines.
- **Review and calibrate QA system data**  
PDC personnel will review QA reports and data to determine what revisions or adjustments may need to be made.
- **Developmental support of CDE program**  
PDC staff will review quality assurance data to assist communications staff in identifying possible performance issues to aid in the development of CDE topics.

PDC will provide examples and curriculum outlines.

- **Field orientation and distribution of Field Responder Guides (in appropriate markets)**  
PDC staff will provide a brief (30 minutes) tutorial on the principles of the PPDS and its impact on operations to field personnel. In addition, field personnel and administration will be provided with a description of supporting documentation and adjuncts (Field Responder Guide) that clarify the use of the protocol from a field and management perspective.
- **SEND Orientation (in appropriate markets)**  
PDC will provide an orientation to the SEND card which will be issued to field personnel and to their dispatch staff. The cards are required by non-EMS personnel to provide a minimum amount of information to ensure an appropriate EMS response. Field personnel will be provided with a brief tutorial CD
- **Public education**  
PDC staff will assist in the development of a public education program to ensure that the implementation of the program is perceived as an enhancement to the system rather than an effort to ration or deny service. PDC staff will be available for media activities.
- **Ongoing master case review of the QIU case reviewers and recommendations for performance improvement**  
PDC staff will provide regular reviews of QIU case reviewer performance to ensure compliance scoring and reporting is consistent with IAED Accreditation requirements.

***Phase 6 – Quality Improvement Phase (90 days post on-line)***

- **Response configuration modification support**  
PDC staff will assist the system Field Management in making changes to response configurations after compliance to protocol has reached appropriate levels.
- **System impact evaluation**  
Once changes to response configurations and modes have been implemented for two months, PDC staff, working with management and the communication staff, will provide an interim assessment regarding the impact of these changes on system performance. Further adjustments will be made as necessary.
- **Supplemental Visit (1-day increment)**  
In the event 90% compliance has not been reached at the 90-day post on-line date, PDC will conduct a visit to troubleshoot and assist in the development of an

appropriate action plan. Within an agreed upon amount of time following this visit, a supplemental visit will occur to verify that the 90% compliance has been met and the organization is on target for accreditation.

#### ***Phase 7 – Accreditation***

- **Master review of case review processes prior to accreditation**  
PDC staff will provide ongoing “master case review” of QIU reviewed cases prior to accreditation. Your communications staff will be responsible for randomly selecting and submitting compliance data on three percent of the calls received and processed by the communications center.
- **Accreditation submission support**  
PDC will provide assistance to your communications staff in the preparation and submission of their Accreditation application and attending documentation.


#### ***Phase 8- Ongoing support***

- **IT, Consulting and or CDE onsite days**  
PDC will provide ongoing days onsite (number of days to be determined) annually for any applicable protocol refresher, software, consulting, ConEd requirements as per the client to maintain high PPDS protocol performance and compliance.

## IRAN DIVESTMENT ACT CERTIFICATION

### REQUIRED BY G.S. 147-86.59

1. As of the date written below, the undersigned certifies that:
  - a) He or she is authorized by Medical Priority Consultants, Inc. dba Priority Dispatch Corp to make this certification, and
  - b) Medical Priority Consultants, Inc. dba Priority Dispatch Corp, as a person defined in G.S. 147-86.57(6) is not currently identified by the State Treasurer pursuant to G.S. 147-86.58(1).

 _____ Signature	7/28/16 _____ Date
Brent E. Hawkins _____ Printed Name	Vice President & General Counsel _____ Title

Or:

2. As of the date written below, the undersigned certifies that:
  - a) He or she is authorized by [name of vendor] to make this certification, and
  - b) [name of vendor], as a person defined in G.S. 147-86.57(6) is identified by the State Treasurer pursuant to G.S. 147-86.58(1).

_____ Signature	_____ Date
_____ Printed Name	_____ Title

And:

3. [name of vendor] claims an exception from the restrictions on State contracts under the Iran Divestment Act pursuant to G.S. 147-86.61, and submits relevant materials supporting its claim together with this Certification for the State's evaluation and consideration.

_____ Signature	_____ Date
_____ Printed Name	_____ Title

## EXPENDITURES APPLIED TO FUND BALANCE

Recorder for Backup 911 Center

\$32,935.75



Carolina Recording Systems, LLC  
PO Box 11311  
Charlotte, NC 28220  
**CRS**

# QUOTE

## FOR: Eventide NexLog Communications Recording System

### New Hanover County Public Safety Communications

230 Government Center Dr.  
Wilmington, NC 28403

Debra Cottle  
(910) 798-6931  
dcottle@nhcgov.com

### Quote Prepared By

#### Derrick Duggins

derrick.duggins@crsnc.com  
(336) 338-2933

Fax: (888) 776-0201  
Help Desk: (888) 661-0202

Est. Delivery	Terms	GSA Contract Number	Quote Valid Through	Quote Number
4 to 6 Weeks	Net 30	GS-35F-0415V	04/30/2017	NHNC0316

Line	Qty	Model	Description	Unit Price	Ext. Price
1	1	NexLog740	<b>NexLog 740 - Backup Site</b> This Eventide NexLog 740 recording server will be configured to record up to 64 Analog Channels and is expandable for future recording needs. The 3U rack-mount recording chassis contains 3TB of RAID storage and a Linux Operating System.  <u>Recording Solution Includes:</u> Web-Browser Playback      Instant Recall Incident Recreation      Redaction Central Archive License      Identity Protection Front Panel Display      Contact Closure NENA ANI/ALI	\$ 37,140.00	\$ 37,140.00
2			<b>Equipment List Price</b>		<b>\$ 37,140.00</b>
3	1	XXXX	Professional Services: Includes Pre-installation site survey, installation, configuration, testing, and unlimited training.	\$ 2,500.00	\$ 2,500.00
4	1	Man S&H	Manufacturer Shipping	\$ 125.00	\$ 125.00
5			<b>Solution List Price Total</b>		<b>\$ 39,765.00</b>
6			<b>GSA Discount (Based on GSA Contract Number GS-35F-0415V)</b>		<b>\$ (6,829.25)</b>
7			<b>Solution Total</b>		<b>\$ 32,935.75</b>
8			<b>Annual Maintenance and Support</b>		
9	1	XXXX	Annual Maintenance and Support for proposed Backup System	\$ 6,685.00	\$ 6,685.00

#### Installation Notes:

Customer's radio, telephone, and CAD vendors should provide the proper inputs, identified and terminated within 6 feet of the recorder's physical location. Customer is responsible for insuring the necessary installation and integration work is completed by its other vendors.

### New Hanover County Communications Recording System

Part Number	Description	Quantity	List Price (Each)	List Price (Extended)	GSA Price (Each)	GSA Price (Extended)
<b>NexLog 740 - Backup Site</b>						
<b>List Total(\$37,140.00) - GSA Total(\$30,310.75) = GSA Discount of \$6,829.25</b>						
NexLog740	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager, and 1st year warranty. SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	1	\$7,995.00	\$7,995.00	\$6,524.89	\$6,524.89
105301	Integrated 7" Color LCD Touch Screen Display for NexLog 740 SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	1	\$1,295.00	\$1,295.00	\$1,056.88	\$1,056.88
105314	Upgrade to 4 x 1TB Hot Swap h/w-RAID5 = 3TB storage SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	1	\$2,880.00	\$2,880.00	\$2,350.43	\$2,350.43
105321	Equip with 1 Multi-Drive for DVD-RAM (standard) SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	1	\$0.00	\$0.00	\$0.00	\$0.00
108233-000	Dual Hot-Swap power supplies, 120/240 VAC (standard-no charge) Open Market Item	1	\$0.00	\$0.00	\$0.00	\$0.00
324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740) SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	1	\$360.00	\$360.00	\$293.80	\$293.80
105284-024	24-Channel Analog Card, 24 Ch. Licenses SIN: 132-33, FSC CLASS: 7010	2	\$6,000.00	\$12,000.00	\$4,896.73	\$9,793.46
105284-016	16-Channel Analog Card, 16 Ch. Licenses SIN: 132-33, FSC CLASS: 7010	1	\$4,000.00	\$4,000.00	\$3,264.48	\$3,264.48
109033-003	Quick Install Kit (9 ft. Cable + "66" Block): SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	3	\$220.00	\$660.00	\$179.55	\$538.65
108121	24 port GPIO PCI Card/Cable Kit (non-isolated; 24 inputs) SIN: 132-8, FSC CLASS: 7010, FSC CLASS 7025	1	\$795.00	\$795.00	\$648.82	\$648.82
209029	911 NENA ANI/ALI CAD Spill Integration - USA/Canada only SIN: 132-33, FSC CLASS: 7010	1	\$3,495.00	\$3,495.00	\$2,852.34	\$2,852.34
271083	8 pack MediaWorks PLUS (web) concurrent license SIN: 132-33, FSC CLASS: 7010	2	\$995.00	\$1,990.00	\$812.04	\$1,624.08
271014	Central Archive License (for archive to another NexLog) SIN: 132-33, FSC CLASS: 7010	1	\$1,670.00	\$1,670.00	\$1,362.92	\$1,362.92
<b>Shipping</b>						
Man S&H	Manufacturer Shipping and Handling Open Market Item	1	\$125.00	\$125.00	\$125.00	\$125.00
<b>Professional Services</b>						
XXXX	Professional Services: Includes Pre-installation site survey, installation, configuration, testing, and unlimited training. Open Market Item	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
<b>Item Sub-Total</b>				<b>\$39,765.00</b>	<b>\$32,935.75</b>	

## EXPENDITURES APPLIED TO FUND BALANCE

Astro 25 System Upgrade

\$454,200

Lee, Warren

for current 911 center

**From:** Tapler, Marsha <marsha.tapler@nc.gov>  
**Sent:** Tuesday, August 18, 2015 6:12 PM  
**To:** Ed Harr  
**Cc:** Kristin Donovan; Lee, Warren  
**Subject:** RE: NHC SUA

Hello Ed,

Thank you for the information. Based on this response, none of the following are included in the \$454,200.00 software/hardware cost for this upgrade??

Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)  
Workstations - High Performance  
Workstations - Mid Performance  
Servers - High Performance  
Servers - Mid Performance  
LAN Switch - High Performance  
LAN Switch - Mid Performance  
Routers

4  
0  
3  
3  
3  
3  
8

was  
determined  
as additional  
costs.

Please clarify the function of the following:  
Conventional Site Controllers (GCP 8000 Controller)

Thank you for assisting.

Respectfully,

*Marsha*

*Marsha Tapler  
Financial Analyst  
North Carolina 911 Board  
NC Information Technology Services  
919.754.6344 office  
[marsha.tapler@nc.gov](mailto:marsha.tapler@nc.gov)  
[www.nc911.nc.gov](http://www.nc911.nc.gov)*

*E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.*

**From:** Ed Harr [mailto:ed.harr@motorolasolutions.com]  
**Sent:** Tuesday, August 18, 2015 5:35 PM  
**To:** Tapler, Marsha <marsha.tapler@nc.gov>  
**Cc:** Kristin Donovan <kristin.donovan@motorolasolutions.com>; Lee, Warren <WLee@nhcgov.com>  
**Subject:** Re: NHC SUA

Hey Marsha - hope you are still there! This is a software upgrade for the entire system to include the dispatch consoles so it is 90% software and the other 10% is any hardware upgrades required for the system

upgrade. Therefore, we don't have an itemized equipment list that is typical for a new system. We were able to break out the console upgrades from the rest of the system and that was detailed in the attachment that Kristin provided along with the software upgrade items in the SUA matrix. She highlighted in yellow the items that are dispatch console related. Hopefully that clears it up. Let me know if not. 919-451-2012 if you need to call me.

**Thanks,**

**Ed Harr**

**919-451-2012**

**Area Sales Manager, NC & SC  
Motorola Solutions, Inc.**

On Tue, Aug 18, 2015 at 4:38 PM, Tapler, Marsha <[marsha.tapler@nc.gov](mailto:marsha.tapler@nc.gov)> wrote:

Kristin, thank you for the information.

After review I noted a possible ineligible item. Since my discussion with Ed Harr on Friday, I have discussed the conventional site controller with Richard Taylor and based on my comments he stated it would not be eligible. For the purpose of making sure that I conveyed the correct information to Richard, please send a description of what the function is for the controller.

Thank you again for assisting.

Respectfully,

*Marsha*

*Marsha Tapler*

*Financial Analyst*

*North Carolina 911 Board*

*NC Information Technology Services*

*[919.754.6344](tel:919.754.6344) office*

[marsha.tapler@nc.gov](mailto:marsha.tapler@nc.gov)

[www.nc911.nc.gov](http://www.nc911.nc.gov)

*E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.*

**From:** Kristin Donovan [mailto:[kristin.donovan@motorolasolutions.com](mailto:kristin.donovan@motorolasolutions.com)]  
**Sent:** Tuesday, August 18, 2015 4:29 PM  
**To:** Tapler, Marsha <[marsha.tapler@nc.gov](mailto:marsha.tapler@nc.gov)>; Lee, Warren <[WLee@nhcgov.com](mailto:WLee@nhcgov.com)>; Ed Harr  
<[ed.harr@motorolasolutions.com](mailto:ed.harr@motorolasolutions.com)>  
**Subject:** NHC SUA

Marsha,

Attached you will find the pricing breakdown for NHC as well as an updated pricing configuration matrix in which I've highlighted the items specific to the dispatch consoles. Please let me know if there is any additional information I can send through before the meeting tomorrow.

Thank you very much!

--

*Kristin Donovan*

Senior Account Manager

Motorola Solutions, Inc.

C: [910.777.8555](tel:910.777.8555)

F: [910.939.1500](tel:910.939.1500)

E: [Kristin.Donovan@motorolasolutions.com](mailto:Kristin.Donovan@motorolasolutions.com)

W: <http://www.motorolasolutions.com>

[\*Click Here for Law Enforcement\*](#)

[\*Click Here for Fire\*](#)

Total Control Panel

[Login](#)

To: [wlee@nhcgov.com](mailto:wlee@nhcgov.com)

[Remove](#) this sender from my allow list

From: [marsha.tapler@nc.gov](mailto:marsha.tapler@nc.gov)

*You received this message because the sender is on your allow list.*

## NHC ASTRO 25 SYSTEM UPGRADE AGREEMENT (SUA)

Core	
Master Site Configuration	M2
Zones in Operation (Including DSR and Dark Master Sites)	1
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	1
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	5
Repeaters/Stations (FDMA)	56
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	1
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	25
Conventional Channel Gateways (CCGW)	8
Conventional Site Controllers (GCP 8000 Controller)	1
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	4
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Fire Station Alerting (FSA)	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	4
Workstations - Mid Performance	0
Servers - High Performance	3
Servers - Mid Performance	3
LAN Switch - High Performance	3
LAN Switch - Mid Performance	3
Routers	8

**MOTOROLA SOLUTIONS**

**To:** Warren Lee  
 New Hanover County EM  
 230 Government Center Drive  
 Suite 115  
 Wilmington, NC 28403



North Carolina Sales Team

**From:** Motorola Solutions, Inc  
 Kristin Donovan  
 638 Windemere Rd.  
 Wilmington, NC 28405

Phone: 910-777-8555  
 Fax: 910-939-1500

Qty	Model #	Description	Your Price	Extended Price
-----	---------	-------------	------------	----------------

**ASTRO 25 System Upgrade Agreement (SUA)**

**7.4-7.14 UPGRADE- MASTER SITE**

1	NHCSUA1	SOFTWARE (INCLUDING LABOR)	\$277,567.00	<b>\$277,567.00</b>
1	NHCSUA1	HARDWARE (INCLUDING LABOR)	\$555,133.00	<b>\$555,133.00</b>

**7.4-7.14 UPGRADE- RF SYSTEM**

1	NHCSUA1	SOFTWARE (INCLUDING LABOR)	\$75,700.00	<b>\$75,700.00</b>
1	NHCSUA1	HARDWARE (INCLUDING LABOR)	\$151,400.00	<b>\$151,400.00</b>

**7.4-7.14 UPGRADE- DISPATCH CONSOLES**

1	NHCSUA1	SOFTWARE (INCLUDING LABOR)	\$151,400.00	<b>\$151,400.00</b>
1	NHCSUA1	HARDWARE (INCLUDING LABOR)	\$302,800.00	<b>\$302,800.00</b>

**THE PRICING CONFIGURATION CAN BE FOUND ON THE NHC SUA MATRIX**

- Notes: 1. North Carolina sales tax has not been included in this quotation.  
 2. Prices in accordance with North Carolina State Contract #725G  
 3. Proposal Valid for 30 Days

<b>Proposal Name:</b>	NHC SUA	<b>Equipment</b>	<b>1,514,000.00</b>
<b>Payment Terms:</b>	Net 30 days	<b>Installation</b>	<b>n/a</b>
<b>Delivery:</b>	Approx. 30 Days from receipt of PO		
<b>Proposal Date:</b>	August 18, 2015	<b>Total</b>	<b>1,514,000.00</b>

## EXPENDITURES APPLIED TO FUND BALANCE

APC Battery Back-UPS

\$2,398.08

# APC Battery Back-UPS, 1350VA (BN1350G)

by APC | Item #: 520088 |

★★★★★ 4.4 out of 5 stars. [Read reviews.](#)

4.4  
(10)



Best Seller  
Free shipping

• \$ 149 88

Out of stock in Club  
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- Shipping
- Free shipping
- Enter ZIP Code for shipping options

Delivery estimates, taxes, and fees are based on ZIP Code. Club Pickup orders are based on your club's current price and item availability on the day of payment.



2398<sup>08</sup>

### About this item

- Model Number - BN1350G
- Output Capacity - 1350VA / 810 Watts
- AC Power Surge Protection
- Power-saving Outlets

## EXPENDITURES APPLIED TO FUND BALANCE

Chairs for 911 Back Up Center

\$4,743

**ULINE**

1-800-295-5510

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**Big and Tall Leather Chair**

Move up to the captain's chair. Super-sized comfort.

- Heavy-duty steel base with giant 450 lb. capacity.
- Thick, bonded leather over high-density molded foam.
- 5 1/2" thick seat with 5 1/2" pillowtop back.
- Adjustable armrests with extra-thick padding.

More Images

MODEL NO.	SEAT DIM. W x D	CAPACITY (LBS.)	ADJUSTABLE HEIGHT	WT. (LBS.)	PRICE EACH		ADD TO CART
					1	2+	
H-5522	22 x 20"	450	20-24"	63	\$295	\$279	<input type="button" value="Add"/>

EACH ASSEMBLY, SHIPS UPS.

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279

$$279 \times 17 = 4743$$

Chairs for backup center

## EXPENDITURES APPLIED TO FUND BALANCE

911 Computers for Back up Center

\$18,007.04



## Here's the quote you requested!

Please review your quote details below, then contact your sales rep when you're ready to place your order.

**Total: \$1,204.22**

**Quote number:**  
300000872724.1

**Quote date:**  
Feb. 7, 2017

**Quote expiration:**  
Mar. 9, 2017

**Company name:**  
NEW HANOVER COUNTY

**Customer number:**  
19443447

**Phone:**  
(910) 341-4796

**Sales rep information:**  
Wendy Vardeman  
Wendy\_Vardeman@DELL.com  
(800) 456-3355  
Ext: 5138974

**Bill to:**  
NEW HANOVER COUNTY  
230 GOVERNMENT CTR DR #155  
WILMINGTON  
NC 28403-1750  
US  
(910) 341-4796

### Pricing Summary

Item	Qty	Unit price	Subtotal
Precision Workstation T3620 Mini Tower	1	\$1,125.44	\$1,125.44
Subtotal:			\$1,125.44
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$0.00
Taxable Amount:			\$1,125.44
Estimated Tax:			\$78.78
<b>Total:</b>			<b>\$1,204.22</b>

16 x 1,125.44  
18,007.04

## Shipping Group 1

Shipping Contact:  
RECV DEPT

Shipping phone:  
(910) 341-4796

Shipping via:  
Standard Ground

Shipping Address:  
230 GOVERNMENT CTR DR  
155  
INFORMATION  
TECHNOLOGY DEPT  
WILMINGTON  
NC 28403-1750  
US

SKU	Description	Qty	Unit Price	Subtotal
	Precision Workstation T3620 Mini Tower	1	\$1,125.44	\$1,125.44
<b>Estimated Delivery Date: Feb. 17 - Feb. 27, 2017</b>				
<b>Contract Code: 22AGN</b>				
<b>Customer Agreement No: 204A</b>				
210-AFLI	Dell Precision Tower 3620 XCTO BASE	1	-	-
338-BIBR	Intel(R) Xeon(R) Processor E3-1245 v5 (Quad Core HT 3.5GHz, 3.9Ghz Turbo, 8MB, w/ HD Graphics P530)	1	-	-
631-AARS	Dell Precision Tower 3620 Heatsink (80W)	1	-	-
619-AIKN	Windows 7 Pro English, French, Spanish 64bit (Includes Windows 10 Pro License)	1	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	1	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	1	-	-
422-0052	SW,MY-DELL,CRRS	1	-	-
444-BBBG	BIOS match checked back to factory	1	-	-
444-BBBS	BIOS binary check enabled and verified	1	-	-
637-AAAZ	Dell Backup and Recovery Basic	1	-	-
640-BBDF	Adobe Reader 11	1	-	-
640-BBES	Dell Precision Optimizer	1	-	-
640-BBEV	Dell Data Protection   Protected Workspace	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	1	-	-
490-BCSL	AMD FirePro(TM) W2100 2GB (2DP) (1 DP to SL-DVI adapter)	1	-	-
387-BBBE	No Energy Star	1	-	-
321-BBVF	Dell Precision Tower 3620 Up to 85% efficient 290W Chassis	1	-	-
450-AAFS	US/Philippines Power Cord	1	-	-
370-ACIT	8GB (1x8GB) 2133MHz DDR4 Non-ECC	1	-	-
403-BBCE	Integrated Intel SATA Controller	1	-	-
634-BENZ	No DDP ESS Software	1	-	-

		Quota numbers	
954-3465	No DDPE Encryption Software	1	
449-BBJZ	C3 SATA / SSD 2.5, 1-2 HD	1	
780-BBCJ	Non RAID	1	
400-AJWK	2.5" 256GB SATA Class 20 Solid State Drive	1	
401-AADF	No Additional Hard Drive	1	
401-AADF	No Additional Hard Drive	1	
401-AADF	No Additional Hard Drive	1	
401-AADF	No Additional Hard Drive	1	
411-XXYD	Raid Configuration not over 2 TB	1	
429-AAVR	16X Half Height DVD +/- RW	1	
429-AAWK	ODD config MOD for HH ODD only or MCR only	1	
429-AABU	PowerDVD Software not included	1	
555-BBJO	No Additional Network Card Selected (Integrated NIC included)	1	
555-BBNG	Thank You for Choosing Dell	1	
817-BBBC	Not selected in this configuration	1	
492-BBFF	No PCIe add-in card	1	
817-BBBC	Not selected in this configuration	1	
631-AATZ	No Out-of-Band Systems Management	1	
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	1	
275-BBBW	Dell MS116 Wired Mouse, Black	1	
555-BBNI	No Wireless LAN	1	
575-BBCH	No Stand included	1	
817-BBBC	Not selected in this configuration	1	
620-AALW	OS-Windows Media Not Included	1	
340-ASWP	Dell Precision Resource DVD	1	
340-AAMH	No Setup and Features Guide	1	
313-2198	No External Speaker	1	
332-1286	US Order	1	
340-AEYP	SHIP,PWS,LNK,NO,NO,AMF	1	
340-AUOO	Shipping Material for System, Mini Tower, DAO	1	
389-BHVV	Tower 3620 Regulatory Label DAO	1	
389-BDCE	No UPC Label	1	
409-BBCF	No Intel Rapid Start or Smart Connect	1	
389-BHJY	Intel XEON Processor Label	1	
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	1	
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115	1	
997-2808	Dell Limited Hardware Warranty Plus Service	1	
997-2837	ProSupport: 7x24 Technical Support, 4 Years	1	
997-6783	ProSupport: Next Business Day Onsite, 4 Years	1	

Subtotal:	\$1,125.44
Shipping:	\$0.00
Environmental Fees:	\$0.00
Non-Taxable Amount:	\$0.00
Taxable Amount:	\$1,125.44
Estimated Tax:	\$78.78

Total: \$1,204.22

## EXPENDITURES APPLIED TO FUND BALANCE

911 Monitors for Computers

\$2,560

Quote 1021600971720.1  
NEW HANOVER COUNTYMonitor w/ 3 yr. warranty  
\$160

## Salesperson

Salesperson Name  
Ana PullenSalesperson Email  
Ana\_Pullen@Dell.comSalesperson Phone  
18004563355Salesperson Extension  
5139013

## Quote Details

Quote Date  
07/13/2016Quote Validity  
08/12/2016Solution ID  
-

## Billing Details

Company Name  
NEW HANOVER COUNTYCustomer Number  
19443447Phone Number  
1 (910) 3414796Address  
PO DRAWER 1559  
WILMINGTON  
NC  
28402  
US

## Price Summary

Description	Quantity	Unit Price	Subtotal Price
Dell 23 Monitor - P2317H	1	\$160.00	\$160.00
Subtotal			\$160.00
Tax			\$11.21
Shipping and Handling			\$0.00
Environmental Fee			\$0.00
Total			\$171.21

$$16 \times 160 = 2,560$$

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,  
Ana Pullen

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

## Product Details by Shipment

### Shipping Group 1

Shipping Contact:	ANN RILEY	Subtotal	\$160.00
Shipping Phone No:	1 (910) 7987197	Tax	\$11.21
Shipping via:	Standard Ground	Shipping and Handling	\$0.00
Shipping Address:	230 GOVERNMENT CTR DR	Environmental Fee	\$0.00
	STE 155	Total	\$171.21
	WILMINGTON		
	NC 28403-1750		
	US		

Description	Quantity	Unit Price	Subtotal Price
Dell 23 Monitor - P2317H	1	\$160.00	\$160.00

Estimated Delivery Date: 07/19/2016  
Contract Code: 22AGN  
Customer Agreement No: 204A

210-A11B	Dell 23 Monitor P2317H	1	-	-
806-2756	Premium Panel Warranty Advanced Exchange 4 Years	1	-	-
806-2763	Dell Limited Hardware Warranty	1	-	-

### Terms of Sale

## EXPENDITURES APPLIED TO FUND BALANCE

Backup 911 Center

Motorola Consolettes

\$42,600

*backup center*

To: New Hanover County  
Warren Lee



**MOTOROLA**



Phone: 910-798-6910

Fax:

North Carolina Sales Team

Motorola, Inc  
From: Mike Cavalluzzi  
313 Old Dairy Rd  
Wilmington, NC 28409

Phone: 910-279-2044

Fax: 910-799-2465

[mcavalluzzi@wirelessnc.com](mailto:mcavalluzzi@wirelessnc.com)

Qty	Model #	Description	Your Price	Extended Price
16	F2380	MDC 5000 Deskset Package Package Includes: MDC 5000 Deskset Wireless Headset Footswitch Goose Neck Mic	\$2,350.00	\$37,600.00
16	L30URS9PW1AN	APX7500 Dual Band Console	\$5,312.50	\$85,000.00
16	SVC209	Console Antenna Package Package Includes: Antenna Coax Cable Building Mounts Lightning Protection Jumpers Connectors	\$500.00	\$8,000.00
1	SVC03SVC0124D	Installation, Design, Integration, PM	\$20,000.00	\$20,000.00 + 5000 el

- Notes:
1. North Carolina sales tax has not been included in this quotation.
  2. Prices in accordance with NC State Contract 725G
  3. Proposal Valid for 30 Days

<b>Proposal Name:</b>	q41315-backup	<b>Equipment</b>	150,600.00
<b>Payment Terms:</b>	Net 30 days	<b>Installation</b>	n/a
<b>Delivery:</b>	Approx. 30 Days from receipt of PO		
<b>Proposal Date:</b>	May 3, 2016	<b>Total</b>	150,600.00

*as per David Todd  
42,600 is eligible*

## EXPENDITURES APPLIED TO FUND BALANCE

Backup 911 Center

Telephone Line Installation

~~\$8,958~~

\$8,806

LineDescription	Quantity	USOC	IndividualRateNonRec	IndividualRateRec	TotalRateNonRec	TotalRateRec
BellSouth Centrex (NC)			\$0.00	\$0.00	\$0.00	\$0.00
Exchange: WILMINGTON (Rate Group 10)			\$0.00	\$0.00	\$0.00	\$0.00
Rate Stability Plan: 36 Months			\$0.00	\$0.00	\$0.00	\$0.00
Payment Plan: Payment Plan 1			\$0.00	\$0.00	\$0.00	\$0.00
Centrex Options: Additions to Existing BellSouth Centrex System			\$0.00	\$0.00	\$0.00	\$0.00
Configuration: BellSouth Centrex Service			\$0.00	\$0.00	\$0.00	\$0.00
Switch Type: DMS			\$0.00	\$0.00	\$0.00	\$0.00
Rate Plan: Flat Rate			\$0.00	\$0.00	\$0.00	\$0.00
Basic Class of Service	1	CENFD	\$0.00	\$0.00	\$0.00	\$0.00
Station Links			\$0.00	\$0.00	\$0.00	\$0.00
Station Links	20	M4LCA	\$0.00	\$14.40	\$0.00	\$288.00
Interoffice Mileage Charge	1		\$0.00	\$40.00	\$0.00	\$40.00
Line Connection Charge	1		\$75.00	\$0.00	\$75.00	\$0.00
Line Connection Charge (Addtl. Instance)	19		\$75.00	\$0.00	\$1,425.00	\$0.00
Centrex Common Block	1		\$240.00	\$0.00	\$240.00	\$0.00
Federal Universal Service Fund Surcharge - Centrex	20	FUJMX	\$0.00	\$0.20	\$0.00	\$4.00
Circuit Location #1			\$0.00	\$0.00	\$0.00	\$0.00
NPA/NXX: 910/452			\$0.00	\$0.00	\$0.00	\$0.00
Serving CO: WLMGNCW79F (910/452) - AT&T North Carolina			\$0.00	\$0.00	\$0.00	\$0.00
Switch Type: DMS			\$0.00	\$0.00	\$0.00	\$0.00
Custom Entry (NC)			\$0.00	\$0.00	\$0.00	\$0.00
Description: 911 CAMA Trunks			\$0.00	\$0.00	\$0.00	\$0.00
*The Custom Entry portion of this quote has been manually entered and is subject to verification			\$0.00	\$0.00	\$0.00	\$0.00
911 CAMA Trunks	12		\$389.00	\$13.00	\$4,668.00	\$156.00
Custom Entry #2 (NC)			\$0.00	\$0.00	\$0.00	\$0.00
Description: Extended ALI			\$0.00	\$0.00	\$0.00	\$0.00
*The Custom Entry portion of this quote has been manually entered and is subject to verification			\$0.00	\$0.00	\$0.00	\$0.00
Extended ALI	1		\$2,400.00	\$190.00	\$2,400.00	\$190.00
10M Metro Ethernet Circuit	2		\$0.00	\$405.00	\$0.00	\$810.00
Total					\$8,808.00	\$1,488.00

*OK 1488 85%*

**Circuit Location Information****BellSouth Centrex (NC)****Circuit Location #1**

New Hanover County 911

**Custom Entry (NC)****Custom Entry #2 (NC)**

AT&T's price quote identifies the various charges applicable for the provisioning of the proposed services; however, there are miscellaneous additional charges that may be applicable but cannot be precisely quantified. Such charges may include directory assistance charges, franchise fees, license fees/taxes, surcharges, local usage charges, per usage feature charges, dual party relay charges, hearing and speech impaired charges, miscellaneous listing charges, number portability recovery charges, internet charges, long distance charges, operator assistance call charges (i.e. collect calls, third-party calls and call interrupts), and/or other charges identified in AT&T's tariffs, guidebooks or service agreement terms. In accordance with the tariffs, guidebooks or other service agreement terms, the Customer is billed any such charges incurred and is held responsible for payment of such charges.

# 911 Funding Committee Report      David Bone

## *a) Funding Reconsideration Request*

### *iii. Pender County 911*

*(vote required)*

# *Interoffice Memorandum*

*from  
Pender County Finance Department*

Date: May 12, 2017

To: Missy Ezzell, Director E911  
Carson Smith, Pender County Sheriff

From: Kathy Brafford

Re: Fund Balance Appropriated in FY 2017 Budget for  
911 Emergency Telephone System Fund

During the budget process last year, \$196,674 of fund balance was appropriated in the 911 Emergency Telephone System Fund to balance the FY 2017 budget. After the completion of the FY 2016 audit in late December/early January, it was determined that there was only \$4,227 of fund balance remaining in that fund to appropriate, leaving us over budgeted by \$192,447. In addition to that, we had initially budgeted an appropriation from the 911 Board of \$350,901 (should have been \$350,119); however, the final notice of funding that was received on May 26, 2016 revealed that we would only receive \$348,838, increasing our budget shortfall to 194,510.

I don't think we were aware of the over budgeting of fund balance appropriated until the 911 Board asked us to estimate our fund balance for the year ending June 30, 2017. I did let Marsha Tapler know that it appeared as though we were going to have a deficit fund balance at year-end, to which she replied that we needed to submit a funding reconsideration. Marsha communicated this to us on February 28<sup>th</sup> of this year. I agree with her that we should have submitted this funding reconsideration back in March.

If I understand correctly, due to the delay in one of the contracts for the telephone system, this potential deficit has been reduced by approximately \$94,510, dropping the deficit to \$100,000. When the Sheriff and I talked briefly the other day, I believe I understood him to say that an additional \$90,000 of funding would allow us to "break even;" however, to give us a little bit of cushion just in case something unexpected came up, we were going to ask the 911 Board for an additional \$100,000.

We have spent approximately \$392,000 to date – and we have approximately two more months of expenses to come in. If the 911 Board would grant a funding reconsideration of \$100,000, I would think that we would be okay.



# OFFICE OF THE SHERIFF PENDER COUNTY

**Carson H. Smith Jr., Sheriff**

NC 911 Board  
Department of Information Technology  
PO Box 17209  
Raleigh, NC 27619-7209

May 12, 2017

Attention: Marsha Tapler

Pender County 911 is requesting additional funding to cover the costs that were incurred however not budgeted for during 2016-2017. The overage was due to purchases made for the completion and implementation of our Back-up 911 Center to include increased fees for CAD maintenance and recorder maintenance. We also experienced unexpected costs due to repairing or replacing equipment (in the 911 Center and generator repairs). We are asking for an additional \$105,881.23 to cover operating costs through the end of the fiscal year 2016-2017. I have included the supporting documentation.

I apologize for the delay in submitting this request however I respectfully ask for your consideration and I appreciate your time.

Respectfully yours,

A handwritten signature in cursive script, reading "Melissa K. Ezzell", is positioned above the printed name.

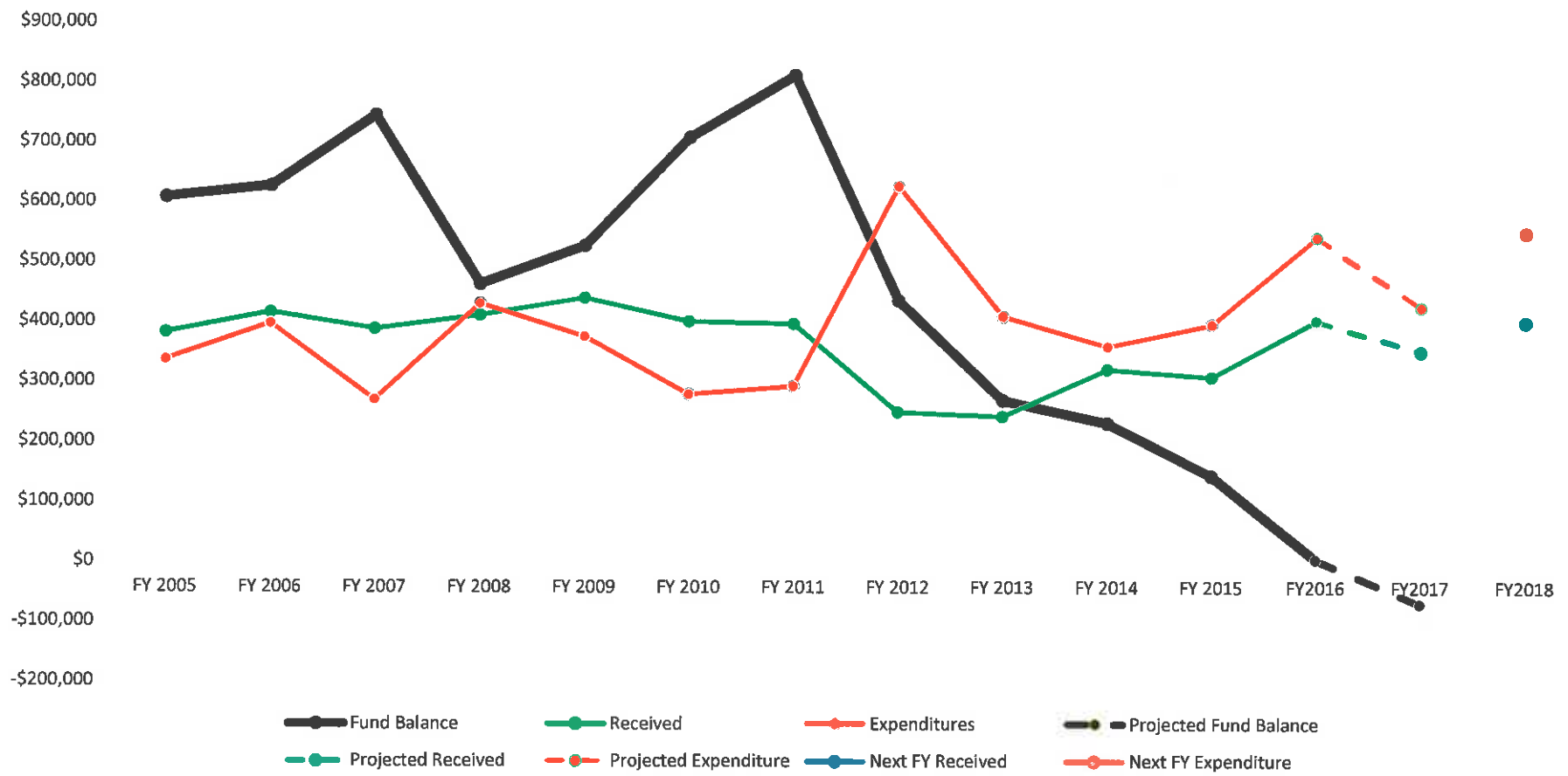
Melissa K. Ezzell

Director, Pender County 911

PO Box 1449

Burgaw, NC 28425

Missy.ezzell@pendersheriff.com



<b>Pender County 911 Emergency Telephone Systems Fund</b>	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>
			<b>Preliminary</b>
Fund Balance on hand at July 1st per prior year audit	230,884.00	143,630.00	4,227.00
"Regular" appropriation from 911 Board	308,185.00	304,737.81	348,831.02
"Additional" appropriation approved by 911 Board in June		96,258.00	
Total funding from 911 Board in Fiscal Year	308,185.00	400,995.81	348,831.02
Total expenditures per current year Audit	395,439.00	535,158.00	463,058.00
Total other financing sources/uses per current year Audit	-	5,241.00	0
Fund Balance on hand per June 30th Audit	143,630.00	4,226.81	<b>(109,999.98)</b>

North Carolina 911 Board

PSAP Name: PENDER COUNTY 911  
Contact Name: MISSY EZZELL  
Contact Address: PO BOX 1449  
City: BURGAW  
Zip: 28425  
Contact Email: missy.ezzell@perndersheriff.com

**Instructions: All requests for review of PSAP Distribution amount must use this form with each request. Please do not change block descriptors, formulas or formatting. \*\*\*PLEASE SEE INSTRUCTIONS tab for further details\*\*\* All requests are due by July 31 2017.** Email this form and all supporting documentation to marsha.tapler@nc.gov. If you have questions regarding this form or filing a request, please call Marsha Tapler at 919-754-6344 or email at marsha.tapler@nc.gov.

June 30, 2016 Emergency Telephone System Fund Balance: \$46,941.62

Expenditure	FY2017 (2016-2017) Requested Increase Amount <b>ONE-TIME Capital Purchase Cost</b>	FY2017 (2016-2017) Requested Increase Amount <b><u>Recurring MONTHLY</u> Cost</b>	FY2017 (2016-2017) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
<b>Phone Systems - Furniture</b>			
Selective Rtng/ALI Prov 9-1-1 trk line charges			
Basic line charge only **One administrative line per call-taking position			
<b>MPLS-Fiber used for backup PSAPs connections</b>	1,282.44	810.00	
911 telephone equipment (CPE, etc.)	6,295.25		
Furniture: Cabinets, tables, desks which hold 911 equipment	3,389.02		
TOTAL	\$10,966.71	\$810.00	\$0.00

SOFTWARE	FY2017 (2016-2017) Requested Increase Amount <b>ONE-TIME Capital Purchase Cost</b>	FY2017 (2016-2017) Requested Increase Amount <b><u>Recurring MONTHLY</u> Cost</b>	FY2017 (2016-2017) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
CAD (modules that are part of the call-taking process only)			23,915.41
GIS (to create and display the base map showing street centerlines and address, address point layer)			15,375.36
Voice Logging Recorder	9,740.00		
Time Synchronization			
Dispatch Protocols (Law, Fire, Medical)	358.00		
Quality Assurance for Protocols	1,500.00		
ALI Database software	438.00		
Software Licensing	8,125.00		
Radio console software. Some Radio console software will include many additional modules that are not a part of the 911 process and are not eligible.			
Console Audio Box (CAB) software			
Paging software (to send call from CAD to first responder pager or mobile phone)			
Computer Aided Dispatch (CAD) to Computer Aided Dispatch (CAD) interface software (sending CAD info to another PSAP for dispatch)			
Automated digital voice dispatching software			
TOTAL	\$20,161.00	\$0.00	\$39,290.77

	FY2017 (2016-2017) Requested Increase Amount <b>ONE-TIME Capital Purchase Cost</b>	FY2017 (2016-2017) Requested Increase Amount <b>Recurring MONTHLY Cost</b>	FY2017 (2016-2017) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
<b>HARDWARE</b>			
CAD server			
GIS server			
911 Phone server			
Voice logging server			
Monitors	624.90		
Computer Workstations	1,536.79		
Time Synchronization			
UPS	11,399.90		
Generator	1,009.59		
Call Detail Record Printer (automatically captures incoming 911 telephone call data)			
Radio Network Switching Equipment used exclusively for PSAP's Radio Dispatch Consoles (i.e.: CEB, IMC, NSS)			
Fax Modem (for rip & run)			
Printers (CAD, CDR, Reports, etc.)			
Radio Console Dispatch Workstations			
Radio Console Ethernet Switch			
Radio Console Access Router			
Back Up Storage Equipment for 911 Data Base Systems	3,494.01		
Paging Interface With Computer Aided Dispatch (CAD) system			
Alpha / Numeric Pager Tone Generator			
Radio Consolette **as defined in Approved Use of Funds List	196.14		
Hosted Solutions:**Must be approved by 911 Staff prior to reporting.			
<b>TOTAL</b>	<b>\$18,261.33</b>	<b>\$0.00</b>	<b>\$0.00</b>

List expenditures to be applied to fund balance and submit quotes or invoices for review.:		Expense Amount
Creekridge Capital	Invoice Number: 468193	\$228.55
Creekridge Capital	Invoice Number: 468192	\$17,824.89
Total remaining Fund balance:		\$18,053.44

Remaining Fund Balance	\$28,888.18
Maximum 10% Carryforward (adjusted for current funding procedure:	\$28,909.45
Excess fund balance that must be used towards reconsideration	\$0.00

Items below this cell are to be completed by 911 Board Staff	
<b>APPROVED FY2017 FUNDING Distribution</b>	\$348,831.02
<b>Anticipated Capital Expenditures FY2017</b>	\$49,389.04
<b>Anticipated Monthly Recurring FY2017</b>	\$9,720.00
<b>Anticipated Annual Recurring</b>	\$39,290.77

<b>Requested FY2017 Funding</b>	\$447,230.83
---------------------------------	--------------

<b>Maximum 20% carry forward amount:</b>	\$57,818.90
Adjusted 10% for current funding procedure:	\$28,909.45

Recommendation to increase for captial, annual/monthly recurring cost of \$98,399.81. Total to be distributed to include approved increase for FY2017 \$447,230.83.

PSAP Expenditures 5-Year Rolling Average	2011/2012	2012/2013	2013/2014	2014/2015
Pender County Sheriff Communications	350,938.16	331,381.42	385,374.42	392,863.03

2015/2016	FY2012- FY2016 Total
536,796.58	1,997,353.61

# dimension data



BACKUP CTR

## REMIT TO:

DIMENSION DATA NORTH AMERICA, INC.  
PO BOX 392387  
PITTSBURGH, PA 15251-9387  
cash.receipts@dimensiondata.com

## Invoice

445737

DATE 08-JUL-16	PAGE 1 of 1
-------------------	----------------

## BILL TO:

Attn: Accounts Payable  
PENDER COUNTY  
PO BOX 1449  
BURGAU NC 28425

## SHIP TO:

Earl Moore  
PENDER COUNTY  
605 FREMONT ST  
BURGAU NC 28425

## PURCHASE ORDER:

39

## SALES ORDER:

224208-DDS

## CUSTOMER NUMBER:

63424

TERMS	DUE DATE	SALES PERSON	CONTACT	AR CONTACT
30 NET	07-AUG-16	Balliet, Tom		sheryl.hutson@dimensiondata.com

Line#	DESCRIPTION	PO Line	Ordered	Back Ordered	Previously Invoiced	Shipped	Unit Price	Extended Amount
1	GLC-LH-SMD= : 1000BASE-LX/LH SFP TRANSCEIVER MODULE, MMF/SMF, 1310NM, DOM S/N: SAVJ201533CF, SAVJ2015362R TRACKING: Tracking# : 017136255370220 Carrier : FEDEX GROUND  Tax Summary by Tax Name Tax USNC		2	0	0	2	641.22	1,282.44
<div style="display: flex; justify-content: space-between;"> <div> <p>PO# 39</p> <p>Date <u>7/15/16</u> Prepared By <u>[Signature]</u></p> <p>Approved By <u>[Signature]</u></p> <p>Account # <u>253403300</u></p> <p>Amount <u>1282.44</u></p> <p><u>25.65</u></p> <p><u>60.91</u></p> <p><u>1369.00</u></p> <p>total <u>1282.44</u></p> </div> <div> <p>86.56</p> </div> </div>								

SPECIAL INSTRUCTIONS	UNIT TOTAL	TAX TOTAL	GRAND TOTAL
FEDERAL TAX # 13-2554344	1,282.44	86.56	1,369.00
Currency: USD			
For Accounts Receivable: Call 704-769-2200 <b>Electronic Payment Instructions:</b> ACH Payments: HSBC BANK USA, ACCT 000251810, ABA 022000020 Wire Transfers: HSBC BANK USA, ACCT 000251810, ABA 021001088 (Domestic), SWIFT MRMDUS33 (International)			

\*NOTE: PO# 39

JUL 15 2016

PENDER FINANCIAL

# DIMENSION DATA

Corporate Address:  
Dimension Data North America, Inc  
11000 Rushmore Drive,  
Suite 300,  
Charlotte, NC 28277  
United States



## PRICE QUOTATION - PENDER COUNTY\_SFP

Quote Name: Pender County\_SFP  
Quotation #: 1700887

Quote Status: In Process

Date Entered: 01/20/2016  
Expiration Date: 07/29/2016

Organization:  
PENDER COUNTY  
11100 WAYZATA BOULEVARD  
SUITE 800  
MINNETONKA, Minnesota 55305  
Sales Person: Lynn Zarrell

Account Manager:  
Tom Baust  
Tom.Baust@dimensiondata.com

Sales Support:  
Lynn Zarrell  
Lynn.Zarrell@dimensiondata.com +1 651 2008945

Email: Lynn.Zarrell@dimensiondata.com  
Phone: 404-434-1019

Delivery Country: United States  
Shipping Method: Ground  
Currency: US Dollar  
Payment Terms: 30 Days Net

Ordering Country: United States  
Install Country: United States  
Multi Currencies: Normal View

## DIMENSION DATA TERMS AND CONDITIONS OF SALE

All products and services are offered subject to the Dimension Data Terms and Condition of Sale available at <http://www.dimensiondata.com/en-US/Documents/DimensionDataTermsandConditionsUS.pdf> and which are incorporated herein by reference. Dimension Data's offer to sell such products or services and its obligation to perform are expressly conditional upon Customer's acceptance of these Terms and Conditions of Sale without additional or different terms. Customer may accept Dimension Data's offer by issuing a purchase order and such action shall be deemed to be Customer's unconditional acceptance of the Terms and Conditions of Sale. Customer acknowledges and agrees that it has the ability to access each URL referenced in this quotation. Customer waives any claims or defenses to the validity or enforceability of the Terms and Conditions of Sale arising from any electronic submission of it to Customer.

If you observe any illegal or unethical behavior by any Dimension Data employee, please report such behavior to our anonymous Ethics Hotline by phone at 877-217-6884 or by web at <https://wf.bwgro.com/dimensiondata>.

#	Mfr Part #	Description	Qty	Unit Price	Ext Price
1	GLC-LH-SMD-	Cisco TRANSCEIVER MODULE SFP	2	\$ 641.22	\$ 1,282.44
QUOTE SUB TOTAL:					\$ 1,282.44
QUOTE GRAND TOTAL:					\$ 1,282.44
PRODUCT SUMMARY					EXT PRICE
Product					\$ 1,282.44
Total					\$ 1,282.44

Dimension Data

Price Quotation - Pender County, GPP  
Quote Number: 1790887 | Quote Date: 01/20/2018 | Quote Expiration Date: 07/22/2018

Interested in Leasing? A 36-month lease for All Items on this quote is \$ 35.65 month.

These estimates exclude shipping and taxes. All leases are subject to credit approval, equipment verification and soft cost verification and applicable lease agreement.

By signing below you agree to Dimension Data's "Standard Terms & Conditions" provided above.  
Please refer to the Terms and Conditions for any additional instructions and/or contact your account manager should you have any questions.

Quote Number 1790887

Your Purchase Order Number 39

Signature

R. Earl Moore

Print Name

Raymond E. Moore

Title

Public Safety IT Director

Place And Date

# PENDER COUNTY



## PURCHASE ORDER INQUIRY PROFILE REPORT

Purchase Order Type Normal Fiscal Yr 2017 01 PO# 00000039  
 Batch 040314 PO Date 07/05/2016  
 Requisition 00000007  
 Department Code 510 SHERIFF  
 Allocation Code 0000  
 Review Code  
 Buyer ID cstanley Carlette Stanley  
 Needed By Date 07/05/2016  
 General Commodity  
 Vendor 031337 Dimension Date North America  
 Work Order 000000000  
 Activity 0 11006 Rushmore Drive, Ste 300  
 Ship To Address 510S Charlotte, NC 28277  
 Ship To Reference PENDER CO SHERIFF DEPT  
 Shipping Method 510B PO BOX 1449  
 Bill To Address BURGAW, NC 28425  
 PO Description Module for E-911 System  
 Special Handling None Status Printed Distribution 1  
 Total PO Amount \$1,282.44  
 Liquidated \$ 0.00  
 Canceled \$ 0.00  
 Open Encumbrance \$1,282.44

### Line Item Details

Line 001 Commodity

Req	7	Qty 1.00	UOM EACH	Unit Price 1282.44000
% Disc	0.00	Credit	0.00	Freight 0.00

Qty Received	0.00	Line Item Total	\$1,282.44
Qty Canceled	0.00	Liquidated	\$ 0.00
		Canceled	\$ 0.00
		Line Item Open Encumbrance	\$1,282.44

Description  
Module for E911 System

Department 510 1099 Box Fixed Asset N Needed By 07/05/2016  
 Quote Bid  
 Ship To Address 510S PENDER CO SHERIFF DEPT  
 605 FREMONT ST  
 BURGAW, NC 28425

Ship To Reference

Allocation Details  
Org Obj

Proj Description Encumbered Amt Bud



PENDER COUNTY IT SERVICES  
605 E FREMONT ST  
BURGAW NC 28425-5115

Page 1 of 1  
Account Number 910 M05-1228 001 1914  
Billing Date Sep 1, 2016

Web Site att.com

# Monthly Statement

We've found new ways you can save on your phone bill. We're standing by, ready to help!

## Bill-At-A-Glance

Previous Bill	877.72
Payment Received 8-27	405.00CR
Adjustments	4.50
Past Due - Please Pay Immediately	477.22
Current Charges	405.00

**Total Amount Due \$882.22**

Current Charges Due In Full by **Sep 29, 2016**

## Billing Summary

Online: att.com/myatt

Page

Plans and Services *8/24/16* Prepared By *[Signature]* 405.00

Date *8/24/16*

Account # *1877-438-8841*

Amount

405.00

Repair Service: *252-461102*

Total Current Charges

## Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	8-27	Payment		405.00
2.	8-01	Late Payment Charge	4.50	
Totals			4.50	405.00

## Plans and Services

Monthly Service - Sep 1 thru Sep 30

	Quantity	
3. Metro Ethernet Premium Arrgmt 10M Premium Conn, Fixed Mode	1	405.00

**Total Plans and Services 405.00**

## News You Can Use

### PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges **MUST** be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$882.22. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

### MOVING SOON?

Stay connected with AT&T. Please visit us online at att.com/move or call 800.MOVE.ATT (800.888.3288). Moves of Lifeline service must be placed via phone.

6505.6.243.59718 1 AB 0.399 nb



PENDER COUNTY IT SERVICES  
605 E FREMONT ST  
BURGAW NC 28425-5115

RECEIVED  
SEP 22 2016  
PENDING



Date 9/24/16  
 Approved By [Signature]  
 Account # 252-401110 Amount \$405.00

Page 1 of 1  
 Account Number 910 M05-2327 001 1911  
 Billing Date Sep 1, 2016  
 Web Site att.com

# Monthly Statement

We've found new ways you can save on your phone bill. We're standing by, ready to help!

## Bill-At-A-Glance

Previous Bill	779.70
Payment - Thank You!	779.70CR
Adjustments	3.75
Past Due - Please Pay Immediately	3.75
Current Charges	405.00
<b>Total Amount Due</b>	<b>\$408.75</b>
Current Charges Due in Full by	Sep 29, 2016

## Billing Summary

Online: att.com/myatt	Page	
Plans and Services	1	405.00
1 877 438-0041 PIN: 3502		
Repair Service:		
1 866 620-8900		
<b>Total Current Charges</b>		<b>405.00</b>

## Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	8-08	Payment		374.70
2.	8-27	Payment		405.00
3.	9-01	Late Payment Charge	3.75	
Totals			3.75	779.70

## Plans and Services

### Monthly Service - Sep 1 thru Sep 30

	Quantity	
4. Metro Ethernet Premium Arrgmt 10M Premium Conn, Fixed Mode	1	405.00

**Total Plans and Services 405.00**

## News You Can Use

### PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$408.75. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

### MOVING SOON?

Stay connected with AT&T. Please visit us online at att.com/move or call 800.MOVE.ATT (800.888.3288). Moves of Lifeline service must be placed via phone.

6505.8.243.59719 1 AB 0.399 nb



PENDER COUNTY  
 ATTN: 911 COMMUNICATIONS  
 605 E FREMONT ST  
 BURGAW NC 28425-5115

**Invoice Date: 6/7/2016**

**Additional Info:** Interim Rent

<b>PAST DUE</b>				<b>Current Totals Due:</b>	0.00	8,534.40	576.07	9,110.47
<b>1 - 30</b>	<b>31 - 60</b>	<b>61 - 90</b>	<b>Over 90</b>					
0.00	0.00	0.00	0.00					
				<b>Total Past Due:</b>	0.00			
				<b>Grand Total Due:</b>		9,110.47		

<b>Schedule Charges:</b>	0.00
<b>Taxes:</b>	576.07
<b>Late Charges:</b>	0.00
<b>Other:</b>	8,534.40
<b>Grand Total Due:</b>	9,110.47

**Due Date:**[illegible]

**Invoice Date: 7/7/2016**

**Creekridge Capital, LLC**  
**7808 Creekridge Circle, Suite 250**  
**Edina, MN 55439**  
**877-996-0270 Fax 952-996-0271**  
**CustomerService@creekridgecapital.com**

**Agreement No./Schedule No. 001-1240001-004**

**Contract No. 001-1240099-003**

**Invoice No. 454146****Due Date:****BILL TO:**

**Pender County Sheriff's Office  
Attn: Earl Moore  
P.O. Box 1449  
Burgaw, NC 28425**

**PO #**

### Additional Info: Interim Rent

Description	Period	Late Charges	Amount	Tax	Total
-------------	--------	--------------	--------	-----	-------

PO # 76

Date 7/12/16 Prepared By [Signature]

Approved By [Signature]

Account #

## ARTICLE

510-962000

4741-35

0252-404500

3793.05

170.48

405.5

TOTAL 9110.47

total m 8534.40

PAST DUE				Current Totals Due:	0.00	0.00	0.00	0.00
1 - 30	31 - 60	61 - 90	Over 90					
9,110.47	0.00	0.00	0.00					
				<b>Total Past Due:</b>				9,110.47
				<b>Grand Total Due:</b>				9,110.47

**Pender County Sheriff's Office**  
**Attn: Earl Moore**  
**P.O. Box 1449**  
**Burgaw, NC 28425**

<b>Schedule Charges:</b>	0.00
<b>Taxes:</b>	576.07
<b>Late Charges:</b>	0.00
<b>Other:</b>	8,534.40
<b>Grand Total Due:</b>	9,110.47

**Return this portion with your check payable to:**

**Agreement No./Schedule No. 001-1240001-004**

**Creekridge Capital - LB**  
**P.O. Box 1880**  
**Minneapolis, MN 55480-1880**

**Contract No. 001-1240099-003**

**Invoice No. 454146**

**Due Date:** JUL 14 2015

[illegible]

**Invoice Date: 7/8/2016**

**Creekridge Capital, LLC**  
**7808 Creekridge Circle, Suite 250**  
**Edina, MN 55439**  
**877-996-0270 Fax 952-996-0271**  
**CustomerService@creekridgecapital.com**

**Agreement No./Schedule No. 001-1240001-004**

**Contract No. 001-1240099-003**

**Invoice No. 457409****Due Date:****BILL TO:**

**Pender County Sheriff's Office**  
**Attn: Earl Moore**  
**P.O. Box 1449**  
**Burgaw, NC 28425**

**PO #**

### Additional Info: Interim Rent

Description	Period	Late Charges	Amount	Tax	Total
Interim Rent - 6/1/2016 - 6/30/2016			2,762.96	187.85	2,970.81

POT 14

Date	11/21/16	Prepared By	YMD
Approved By	[Signature]		
Account #	Amount		
510-406000	1546.09		
0250-404500	1236.87		
	35.66		
	132.19		
TOTAL:	2970.81		

<b>PAST DUE</b>				<b>Current Totals Due:</b>	0.00	2,782.96	187.85	2,970.81
<b>1 - 30</b>	<b>31 - 60</b>	<b>61 - 90</b>	<b>Over 90</b>					
9,110.47	0.00	0.00	0.00	<b>Total Past Due:</b>				9,110.47
<b>Grand Total Due:</b>								12,081.28

**Pender County Sheriff's Office**  
**Attn: Earl Moore**  
**P.O. Box 1449**  
**Burgaw, NC 28425**

<b>Schedule Charges:</b>	0.00
<b>Taxes:</b>	763.92
<b>Late Charges:</b>	0.00
<b>Other:</b>	11,317.36
<b>Grand Total Due:</b>	12,081.28

**Return this portion with your check payable to:**

**Agreement No./Schedule No. 001-1240001-004**

**Creekridge Capital - LB**  
**P.O. Box 1880**  
**Minneapolis, MN 55480-1880**

**Contract No. 001-1240099-003**

**Invoice No. 457409**

**Due Date:** JUL 14 2015

[illegible]

**Invoice Date: 8/7/2016**

### Additional Info: Interim Rent

[illegible]

# PENDER COUNTY GENERAL FUND

110515cs

287171

INVOICE DATE	INVOICE NUMBER	INVOICE DESCRIPTION	NET INVOICE AMOUNT	PO NO.	VOUCHER
10/05/15	14575-99	Lease of 911 phone svstem	105,252.03	444	

25865 Creekridge Capital - LB

105,252.03

287171



PENDER COUNTY  
GENERAL FUND

PO BOX 1880  
BURSAW NC 28425  
PHONE (910) 254-1282

BANK OF AMERICA  
ACH/R/T 053000196

CHECK NO. 287171

THIS DISBURSEMENT HAS BEEN APPROVED AS REQUIRED BY  
THE LOCAL GOVERNMENT AND FISCAL CONTROL ACT

VENDOR

CHECK DATE

CHECK AMOUNT

25865 11/05/2015

\$105,252.03

VOID AFTER 180 DAYS

\*\*\*105,252 DOLLARS AND 03 CENTS

PAY

TO THE  
ORDER OF

Creekridge Capital - LB  
P O Box 1880  
Minneapolis

MN 55480-1880

*[Signature]*  
Katherine Hofford

⑈ 287171 ⑈ ⑆053000196⑆ 000609000305⑈

CREEKRIDGE CAPITAL

Scott Polman  
Creekridge Capital LLC  
7808 Creekridge Circle, Suite 250  
Edina, MN 55439

August 11, 2015

Bruce Sandy  
Pender County, North Carolina  
805 North Walker Street  
Burgaw, NC 28425

Dear Mr. Sandy:

Pursuant to your request for a proposal to facilitate the acquisition of your equipment, software and/or related services (collectively, the "Equipment"), we are pleased to offer a structure under the following terms and conditions.:

<b>USER:</b>	Pender County, North Carolina
<b>PROVIDER:</b>	Creekridge Capital LLC
<b>EQUIPMENT:</b>	Vesta Geo Ready E9-1-1 System. Please refer to Wireless Communications quote dated August 11, 2015.
<b>COST OF EQUIPMENT:</b>	\$434,710.95
<b>INITIAL TERM:</b>	5 Years
<b>ANNUAL RENT PAYMENT:</b>	\$98,222.04 (excluding applicable taxes) Rent Payments are due in advance on the first day of each applicable year following acceptance of all Equipment ("Commencement Date").
<b>END OF TERM:</b>	User, at its option may; (a) renew at the end of the regular term for a then-current rental or; (b) User may return the equipment to Provider.
<b>SECURITY DEPOSIT:</b>	No security deposit will be required.
<b>TAXES:</b>	User will pay all fees, assessments, sales, use, property and other taxes imposed upon Provider.
<b>INSURANCE:</b>	User will be required to maintain physical damage and liability insurance acceptable to Provider naming Provider as additional insured and loss payee.
<b>UPGRADE OPTION:</b>	After the Commencement Date, User shall have the option to upgrade the Equipment defined in the agreement subject to the following additional conditions: (1) User is in compliance with all the terms and conditions of the agreement; (2) The new Equipment under a new agreement or additional schedule, is subject to Provider's then current Rent Payments and documentation which shall be mutually satisfactory to User and Provider; (3) User's then current financial condition must be approved by Provider for purposes of the new agreement or additional schedule, such determination to be at Provider's sole discretion.
<b>EXPIRATION:</b>	This proposal will automatically expire ten (10) business days from the date of issue.

This transaction is subject to Provider's Credit Committee's approval and documentation must be satisfactory to Provider.

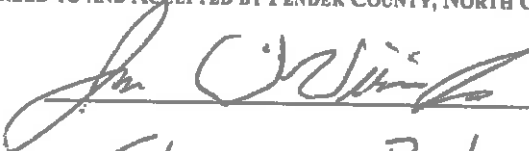
Thank you for this opportunity. Should you have any questions, please contact me at 877-996-0270 Ext 184.

Sincerely,

Scott Polman  
Creekridge Capital LLC

AGREED TO AND ACCEPTED BY PENDER COUNTY, NORTH CAROLINA:

By:



Its:

Chairman - Pender County Commissioners

Date:

October 30, 2015

Copyright 2015 by Creekridge Capital LLC

CREEKRIDGE CAPITAL

Monday, October 05, 2015

Earl Moore  
Pender County, North Carolina  
805 North Walker Street  
Burgaw, NC 28425

Reference: Master Agreement No. 1240001, Schedule No. 004

Dear Earl Moore:

Enclosed please find the required documentation for the above referenced transaction:

- o Certificate of Authority
- o Schedule
- o Cofa - Deposit
- o Insurance Letter
- o Invoice for the Advance Rent Payment and Documentation Fee

Please execute the above documentation and return the originals to our office at your earliest convenience, along with a check for the invoice amount due.

Please be advised that the approval of this transaction is subject to cancellation unless the attached documentation is executed and received within thirty (30) days from the date of this letter.

Thank you and please feel free to contact me at 877-996-0270 Ext 895 should you have any questions regarding the attached documents.

Sincerely,

Creekridge Capital LLC

Shari Ogle

# CREEKRIDGE CAPITAL


7808 Creekridge Circle, Suite 250, Edina, MN 55439  
Phone: 877-996-0270

## SCHEDULE NO. 004

This Schedule is issued pursuant to the Master Agreement No. 1240001 by and between Pender County, North Carolina ("User") and Creekridge Capital LLC ("Provider"). All terms and conditions of the Master Agreement are incorporated herein and made part hereof as if such terms and conditions were set forth in this Schedule. Capitalized terms used herein shall have the same meaning as in the Master Agreement.

EQUIPMENT DESCRIPTION AND LOCATION	
See Attached Exhibit A	
TERM AND PAYMENT SCHEDULE	
Initial Term in Months: 60	User Tax Exempt Number _____
Annual Rent Payments: \$98,222.04 (plus applicable taxes)	
<p>If prior to the Commencement Date there shall be any material adverse change in the User's or Guarantor's financial condition, or any material change in the Equipment configuration or any material delay in the delivery and acceptance of any material portion of the Equipment, Provider may, at its option, (i) discontinue funding on this Schedule and/or (ii) require User to purchase the Equipment delivered to that point and/or repay Provider a price equal to the full amount funded by Provider to that point, together with any unpaid Interim Rent. User's obligation to purchase is subject to the manufacturers / supplier's standard terms and conditions of sale.</p> <p>Upon receipt of evidence of acceptance for all of the items of Equipment described herein, Provider shall update this Schedule to identify the actual Equipment and the actual Annual Rent Payments. At Provider's option, Provider may also adjust the actual payment by the percentage increase or decrease occurring between the date hereof and the Commencement Date in the like-term London Interbank Offered Rate ("LIBOR") Swaps as stated in the <i>Wall Street Journal</i> and any change in Provider's cost of borrowing over LIBOR Swaps.</p> <p>For each item of Equipment, there shall also be an interim rent payment ("Interim Rent") computed for the period beginning on the earlier of (1) the date any advance monies are released by Provider or (2) on the date of User's written and/or verbal acceptance through the Commencement Date. The Interim Rent for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by the Monthly Rent Payment and divided by the total cost of all Equipment, prorated on a daily basis for periods less than one full month.</p>	

THE SIGNER ASSERTS THAT ALL ACTIONS REQUIRED TO AUTHORIZE THE EXECUTION OF THIS SCHEDULE ON BEHALF OF THE USER HAVE BEEN TAKEN AND THAT ANY MANAGER, PURCHASING AGENT OR PERSON OF SIMILAR AUTHORITY IS AUTHORIZED TO SIGN ANY OTHER DOCUMENTATION NECESSARY BY PROVIDER IN REGARDS TO THIS AGREEMENT.

SIGNED PROVIDER SIGNATURE	
User Legal Name Pender County, North Carolina	Provider Name Creekridge Capital LLC
By 	By
Print Name James David Williams Jr.	Print Name
Title Chairman County Commission 10/20/15	Title _____ Date _____

**Exhibit A**

**Equipment Description**

<u>Manufacturer</u>	<u>Qty</u>	<u>Machine/Model</u>	<u>Equipment Description</u>	<u>Serial Number</u>
---------------------	------------	----------------------	------------------------------	----------------------

Wireless	See description		Wireless Equipment/Software further described per Statement of Work Geo-Diverse VESTA 9-1-1 equipment list	
----------	--------------------	--	--	--

Location: Pender County, North Carolina  
805 North Walker Street  
Burgaw, NC 28425

# DEPOSIT CERTIFICATE OF ACCEPTANCE-1

To

Master Agreement No. 1240001

Schedule No. 004

This Deposit Certificate of Acceptance incorporates the terms and conditions of Master Agreement No. 1240001 dated and effective August 22, 2012 (the "Agreement"), by and between Pender County, North Carolina, the User, and Creekridge Capital LLC, the Provider. Unless otherwise defined herein, Capitalized terms used herein shall have the same meaning as provided in the Agreement.

User hereby authorizes Provider to advance payment to Wireless in an amount equal to 34% (\$147,801.72) of the price indicated on Statement of Work from Wireless as relates to the 9-1-1 system ("Equipment/Software"). This authorization is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Authorization Date").

User understands and acknowledges that there shall be Interim Rent due and payable under the Agreement and computed for the period from the Authorization Date through the Commencement Date. The Interim Rent for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by the Monthly Rent Payment and divided by the total cost of all Equipment, prorated on a daily basis for periods less than one full month. Interim Rent shall be due and payable upon User's receipt of an invoice from Provider.

USER: PENDER COUNTY, NORTH CAROLINA

By: 




Name: James David Wilton Jr.

Title: Chairman - Board of Commissioners

Date: October 30, 2015

## CERTIFICATE OF AUTHORITY

I, David Williams do hereby certify: that I am a qualified and acting attesting Officer of Pender County, North Carolina (the "Organization"); that the individuals whose names, titles, and signatures appear below are authorized to execute, on behalf of the Organization, an Agreement and all other supporting documentation, including, estoppel letters, notices of assignments and any amendments to any of the foregoing, in connection with the use of equipment; and, that the signatures appearing on the said documents, and below, are the signatures of the persons so identified.

Name	Title	Signature
Randell Woodruff	County Manager	
Carson Smith	Sheriff	
Earl Moore	Public Safety IT Director	

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OFFICER:

James David Williams Jr.  
 Name: [Signature]  
 Title: Chairman - Board of Commissioners

OFFICER:

X [Signature]  
 Name: Randell Woodruff  
 Title: County Manager

# CREEKRIDGE CAPITAL

Creekridge Capital LLC  
7808 Creekridge Circle, Suite 250  
Edina, MN 55439  
877-996-0270

Invoice No: 14575.-99  
Invoice Date: 10/5/2015

Agreement/Schedule No: 1240001/004

## BILL TO:

Pender County, North Carolina  
Accounts Payable  
PO Box 5  
Burgaw, NC 28425-0005

Due Date: Due Upon Receipt  
\*PO No:

If incorrect, please indicate correction on the remittance below.

Description	Period	Late Charges	Amount	Tax*	Total
First Monthly Payment			\$98,222.04	\$6,629.99	\$104,852.03
Documentation/Processing Fee			\$400.00		\$400.00
Approved By <i>[Signature]</i>					
Amount					
<i>PO# 444</i>					
<i>22-465725</i>					
<i>98,692.04</i>					
<i>1,970.44</i>					
<i>10,325.03</i>					
<i>for 400 9000.00</i>					
Total Due:					\$105,252.03

If you are paying via ACH, please advise your bank that payments will be pulled with Bank Company ID 1411934689.

\*If tax exempt, short pay the tax and return a completed Exemption Certificate with your payment. Taxes will continue to be billed until Exemption Certificate is received.

\*If applicable, provide a copy of the Purchase Order with your payment.

## Return this portion with your check payable to:

Creekridge Capital LLC  
7808 Creekridge Circle, Suite 250  
Edina, MN 55439

Payments: \$98,222.04  
Taxes: \$6,629.99  
Other: \$400.00  
Total Due: \$105,252.03


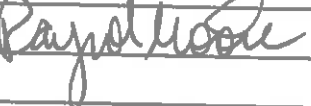
## BILL TO:

Pender County, North Carolina  
Accounts Payable  
PO Box 5  
Burgaw, NC 28425-0005

Invoice No: 14575.-99  
Invoice Date: 10/5/2015  
Agreement/Schedule No: 1240001/004

## CERTIFICATE OF AUTHORITY

I, David Williams do hereby certify: that I am a qualified and acting attesting Officer of Pender County, North Carolina (the "Organization"); that the individuals whose names, titles, and signatures appear below are authorized to execute, on behalf of the Organization, an Agreement and all other supporting documentation, including, estoppel letters, notices of assignments and any amendments to any of the foregoing, in connection with the use of equipment; and, that the signatures appearing on the said documents, and below, are the signatures of the persons so identified.

Name	Title	Signature
Randell Woodruff	County Manager	
Carson Smith	Sheriff	
Earl Moore	Public Safety IT Director	

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

OFFICER:

James David Williams Jr.

Name:

for William C.

Title:

Chairman - Board of Commissioners

# CREEKRIDGE CAPITAL

Creekridge Capital LLC  
7808 Creekridge Circle, Suite 250  
Edina, MN 55439  
877-996-0270

Invoice No: 14575.-99  
Invoice Date: 10/5/2015

Agreement/Schedule No: 1240001/004

## BILL TO:

Pender County, North Carolina  
Accounts Payable  
PO Box 5  
Burgaw, NC 28425-0005

Due Date: Due Upon Receipt  
\*PO No:

If incorrect, please indicate correction on the remittance below.

Description	Period	Late Charges	Amount	Tax*	Total
First Monthly Payment			\$98,222.04	\$6,629.99	\$104,852.03
Documentation/Processing Fee			\$400.00		\$400.00
PO # 444 Date 11/4/15 Prepared By [Signature] Approved By [Signature] Account # 422-465725 Amount 98,442.04 1972.44 10051.53 10,525.03					
Total Due:					\$105,252.03

If you are paying via ACH, please advise your bank that payments will be pulled with Bank Company ID 1411934689.

\*If tax exempt, short pay the tax and return a completed Exemption Certificate with your payment. Taxes will continue to be billed until Exemption Certificate is received.

\*If applicable, provide a copy of the Purchase Order with your payment.

Return this portion with your check payable to:

Creekridge Capital LLC  
7808 Creekridge Circle, Suite 250  
Edina, MN 55439

Payments: \$98,222.04  
Taxes: \$6,629.99  
Other: \$400.00  
Total Due: \$105,252.03

## BILL TO:

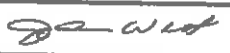
Pender County, North Carolina  
Accounts Payable  
PO Box 5  
Burgaw, NC 28425-0005

Invoice No: 14575.-99

Invoice Date: 10/5/2015

Agreement/Schedule No: 1240001/004

  
**NORTH CAROLINA**  
**ASSOCIATION OF COUNTY COMMISSIONERS**

LIABILITY AND PROPERTY COVERAGE CERTIFICATE						
<b>COVERAGE PROVIDER:</b> NCACC Liability and Property Pool 215 North Dawson Street Raleigh, NC 27603				This certificate is provided by the NCACC Liability and Property Pool and is issued as a matter of information only. This certificate confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend, or alter the coverage afforded by the coverage documents listed herein.		
<b>MEMBER:</b> PENDER COUNTY PO BOX 1578 BURGAW, NC 28425						
COVERAGES						
Type of Coverage	Coverage Contract #	Effective Date	Expiration Date	Limits		
<b>Liability</b>						
X	General Liability – Each Occurrence, No Aggregate applies	LP-PE-070-15	July 1, 2015	July 1, 2016	\$2,000,000 occurrence	
X	Public Officials Liability, Each Wrongful Act	LP-PE-070-15	July 1, 2015	July 1, 2016		
X	Law Enforcement Liability, Each Occurrence	LP-PE-070-15	July 1, 2015	July 1, 2016		
<b>Cyber Liability</b>		LP-PE-070-15	July 1, 2015	July 1, 2016	\$1,000,000 aggregate Claims Made	
<b>Excess Liability</b>						
<b>Automobile Liability</b>						
X	All Owned Autos, Each Accident	LP-PE-070-15	July 1, 2015	July 1, 2016	\$2,000,000 occurrence	
X	Hired Autos, Each Accident	LP-PE-070-15	July 1, 2015	July 1, 2016		
X	Excess Auto Liability for Non-Owned Autos	LP-PE-070-15	July 1, 2015	July 1, 2016		
<b>Automobile Physical Damage</b>						
X	Scheduled Vehicles	LP-PE-070-15	July 1, 2015	July 1, 2016	Actual Cash Value at the time of the Loss, unless otherwise specified in the Coverage Document; Deductible Applies	
X	Hired Autos (if coverage is not purchased elsewhere)	LP-PE-070-15	July 1, 2015	July 1, 2016		
<b>Property – Risks of Direct Physical Loss, Blanket Limit</b>		LP-PE-070-15	July 1, 2015	July 1, 2016	Limit	Deductible
					\$50,582,501	\$2,500
<b>Additional Information:</b> Master Agreement No. 1240001. Certificate holder is loss payee and additional insured.						
<b>CERTIFICATE HOLDER:</b>  CreekrIDGE Capital LLC 7808 CreekrIDGE Circle, Suite 250 Edina, MN 55439		Cancellation: Should any of the described coverage documents herein be cancelled before the expiration date shown, the NCACC Pools will endeavor to mail written notice to the Certificate Holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the NCACC Pools, its agents or representatives, or the issuer of this certificate.				
		By: Jo-Ann West, Underwriter for the NCACC			11/4/2015	

Certificate Mailed/E-Mailed or Faxed to:

CreekrIDGE Capital LLC  
 7808 CreekrIDGE Circle, Suite 250  
 Edina, MN 55439

**Contractual Agreement**

**Supplemental to Master Lease Agreement between Creekridge Capital LLC, Lessor and Pender County, Lessee**

THIS CONTRACTUAL AGREEMENT dated this 28 day of October, 2015

BETWEEN:

Wireless Communications, Inc. of 4800 Reagan Drive, Charlotte,  
Mecklenburg County, North Carolina  
(the 'Contractor')

OF THE FIRST PART

- AND -

County of Pender, 605 E. Freemont St.,  
Burgaw, NC, 28425  
(the 'Customer')

OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Contractual Agreement, the parties to this Agreement agree as follows:

**Lease of Goods**

1. In accordance with a Master Lease Agreement (MLA) between Creekridge Capital LLC, (Creekridge Capital LLC and Lessor) and Pender County, (County and Customer) the Contractor will deliver to County the Vesta 911 VoIP system/network, work stations, hardware, software, and related equipment and materials as more particularly described in Exhibit A (Statement of Work), attached hereto and incorporated herein by reference and hereinafter mutually referred to as "Goods", and will set up and install the same, test the Vesta 911 system and work stations for errors and defects, correct any errors and defects in the Vesta 911 system, work stations, software and related materials and equipment, and have the Vesta 911 VoIP system and Vesta integrated work stations ready for training of Licensee's personnel no later than 60 days from date of contract signing. In addition to the foregoing, Contractor shall also cause the foregoing to be provided to Customer free of any errors or defects in operation, and the system must work flawlessly and as designed for thirty (30) consecutive calendar days. Such error free performance is described as the Customer having "Beneficial Use" of the product as described in Paragraph 7. Contractor has 150 days from the date of the contract signing to provide the thirty consecutive days of error free operation as described above. Customer is responsible for providing a site that is ready to receive the equipment.

### Lease Price

2. The Customer will make lease payments to Creekridge Capital LLC pursuant to the MLA and Creekridge Capital LLC will have acquired the Goods by paying Contractor for the Goods in the amount of four hundred thirty four thousand seven hundred ten dollars and ninety five cents (\$434,710.95) USD. The purchase price is broken down as follows:

Vesta 911 Workstations & Equipment	\$194,856.45
6 Workstations for Backup PSAP	\$131,608.81
Spare Parts	\$ 4,643.04
Shipping	\$ 2,192.88
Installation	\$ 38,861.87
Airbus Field Engineering Services	\$ 14,000.00
Employee Training	\$ 2,172.00
1 <sup>st</sup> Year 24 x 7 Warranty Service	\$ 9,771.32
24 x 7 Remote Monitoring for 1 Year	\$ 25,742.50
Spectracom Netclock	\$ 10,862.08
Total Pricing	\$434,710.95

3. The Contractor and the Customer both acknowledge the sufficiency of the consideration paid by Creekridge Capital LLC to Contractor. Excise or similar tax applicable to the sale of the Goods will be paid by the Creekridge Capital LLC
4. Payment for the Goods will be made in accordance with the Payment Terms between Wireless Communications and Creekridge Capital LLC.

### Delivery of Goods

5. The Goods will be delivered to the Customer. Delivery will be considered complete, upon arrival of all equipment and hardware at a Wireless Communications, Inc. designated location for setup and staging within Pender County. Wireless Communications will provide the County of Pender with a complete packing list and the opportunity to inspect the equipment upon arrival. The method of shipment will be within the discretion of the Contractor.

### Risk of Loss

6. The risk of loss from any casualty to the Goods, regardless of the cause, will be on the Contractor until the Goods have been delivered into the physical exclusive possession of Customer at the designated location for such delivery and inventoried jointly by a representative from both the Contractor and Customer.. Wireless Communications, Inc. will maintain insurance responsibility for goods until delivered to the County of Pender Office. Thereafter, pursuant to the MLA, risk of loss will shift to County.

### Final Acceptance upon delivery of Beneficial Use

7. Anything to the contrary herein notwithstanding, Contractor shall notify Creekridge Capital LLC and Customer when the hardware and software have been installed and the integrated Vesta 911 VoIP system and Vesta work stations have been tested and are ready for Customer to begin training as provided for herein. If errors are encountered in the Vesta 911 system, work stations or software during the set up and installation, Contractor shall promptly correct those errors. Contractor must give the product to the Customer free of any errors or defects in operation, and the system must work flawlessly and as specified for thirty (30) consecutive calendar days. If Contractor is unable satisfy this requirement within 150 days from the date of the contract signing, Contractor has the option to: a) extend the 150 day period to a later date with the consent of Creekridge Capital LLC and County; b) request that Creekridge Capital LLC and County accept the product despite the defects; c) terminate the agreement absent penalty. Such error free performance is described as the Customer having "Beneficial Use" of the product as described in Paragraph 9. If such termination shall occur, Contractor shall refund within 30 days of the termination of this Agreement to Creekridge Capital LLC, all payments made by Creekridge Capital LLC including but not limited to any payments made by it for the Vesta 911 system, work stations, software and related equipment and materials. In the event of termination pursuant to this provision, Creekridge Capital LLC and Customer agree to cooperate in good faith with Contractor in providing access to and coordinating with Contractor the removal and return of all Goods that were delivered to Customer prior to such termination, the costs of which including, but not limited to, the cost of any removal, packaging, and/or shipping shall be paid solely by Contractor. The warranties provided for herein will begin as of the date Customer receives Beneficial Use of the equipment. The warranties are for the benefit of Creekridge Capital LLC, and pursuant to the MLA will be assigned to County. The term "Beneficial Use" as used herein shall be defined as: reception of true and actual 911 calls which includes the delivery of Automatic Number Identification (ANI), Automatic Location Identification (ALI), a mapping data stream, and successful interface of data with the CAD System for a minimum uninterrupted and error free period of 30 days in which the system works as specified following the completion of installation and training of personnel, provided however that any such

interruptions suffered in reception which can be positively attributed to a source not caused by Contractor or the Goods shall not qualify as an interruption for purposes of the foregoing definition. The system will not drop, terminate, or suspend any calls, nor will it prevent or refuse any incoming call from going through to the operator.

### **Warranties**

8. The Contractor warrants that (1) the Contractor is the legal owner of the Goods until Creekridge Capital LLC takes title to them and they are leased to County; (2) the Goods are free from all liens and encumbrances; (3) the Contractor has the right to sell the Goods to Creekridge Capital LLC; and (4) the Contractor will warrant and defend the title of the Goods against any and all claims and demands of all persons.
9. The Contractor warrants to Creekridge Capital LLC that the Goods will be fit for the purpose for which such goods are ordinarily intended and Creekridge Capital LLC shall assign said warranty to County pursuant to MLA.
10. The Contractor warrants to Creekridge Capital LLC that the Goods are now free and at the time of delivery will be free from any security interest or other lien or encumbrance, except the security interest created in this Agreement until the Contractor is paid in full, and Creekridge Capital LLC shall assign said warranty to County pursuant to MLA.
11. The Contractor warrants that the Goods will be delivered to County for the benefit of Creekridge Capital LLC free of the rightful claim of any person arising from patent or trademark infringement, and that in the event of such a claim Contractor will defend against and otherwise shall indemnify Creekridge Capital LLC and County against any loss or damages sustained by Creekridge Capital LLC and County as a result of said claim, and Creekridge Capital LLC shall assign the warranty and right to indemnification to County pursuant to MLA.
12. The Contractor agrees to provide Creekridge Capital LLC with the included additional consideration, around the clock 24 hour a day, 7 days a week, parts and labor support on all furnished equipment and software for a period of one year from date of acceptance and Creekridge Capital LLC shall assign said warranty to County pursuant to MLA.
13. Contractor agrees to represent the Manufacturer's Warranty. All Manufacturer warranties shall apply.
14. EXCEPT FOR THE ABOVE WARRANTIES, NO OTHER WARRANTY (WHETHER EXPRESSED, IMPLIED OR STATUTORY) IS MADE BY THE CONTRACTOR REGARDING THE GOODS.

### Title

15. Title to the Goods will remain with the Contractor until delivery to and actual physical receipt of the Goods by the Customer at which time title will be transferred to Creekridge Capital LLC or, in the alternative, the Contractor delivers a document of title or registrable Bill of Sale of the Goods, bearing any necessary endorsement, to Creekridge Capital LLC. Notwithstanding anything to the contrary herein, Contractor shall insure against any loss or damage to the Goods for so long as it maintains title to the goods as provided hereinabove.

### Security Interest

16. The Contractor retains a security interest in those Goods not yet purchased and funded by Creekridge pursuant to the lease price schedule set forth in paragraph 2 above.

### Inspection

17. Inspection upon the physical delivery of the Goods into Customer's exclusive custody will be made by Customer, for the benefit of Creekridge Capital LLC, at the time and place of such delivery to Customer's emergency communications center, or other delivery location identified by Customer for delivery. If such inspection yields an issue for Customer with the Goods as provided, Customer and Contractor shall work together in good faith to resolve any such issue, and in no event shall Creekridge Capital LLC be required to tender payment for any invoices received from Contractor for such disputed Goods, provided however Creekridge Capital LLC shall pay the remaining balance of any such invoice to the extent the amounts are charged for other Goods to which there is no dispute.

### Claims

18. Customer, for the benefit of Creekridge Capital LLC, and Contractor may consent in writing to the resolution or provision of certain items not otherwise resolved or provided by signing a written punch list of such items which shall set forth the estimated date of resolution or provision for each item identified therein. The Customer's failure to notify Contractor in writing of any issue with or rejection of any item identified on such a punch list and resolved or provided pursuant thereto within 10 days following such resolution or provision thereof shall constitute acceptance of the item on behalf of Creekridge Capital LLC as provided and shall constitute a waiver by Customer on behalf of Creekridge Capital LLC of all claims with respect to such items thereafter. Under no circumstances shall the failure to provide notification pursuant to this paragraph result in the waiver of the requirement of the system's error free operation as defined and described in this Agreement. Notwithstanding anything to the contrary contained herein Customer, on behalf of Creekridge Capital LLC, may

require actual express acceptance of certain items if deemed advisable in its sole discretion to effect an acceptance thereof and neither party shall be required to enter into an extension of this Agreement or the provision of any Goods, services, or other performance provided for herein by such a punch list, and may further restrict the terms of such an extension at the time such punch list is created and signed which shall act as a written modification to this Agreement provided it conforms with the modification provision of this Agreement if any.

#### **Excuse for Delay or Failure to Perform**

19. The Contractor will not be liable in any way for any delay, non-delivery or default in shipment due to labor disputes, transportation shortage, delays in receipt of materials, fires, and accidents. If the Contractor, will be prevented because of the foregoing matter from delivering the Goods at the time specified or within 90 days after the date of this Agreement, then either the Contractor or Creekridge Capital LLC and County will have the right to terminate this Agreement by notice in writing. In the case of termination by the Contractor, notice will be accompanied by full refund of all sums paid by the Creekridge Capital LLC. In the case of termination by the Creekridge Capital LLC and County, notice shall require a full refund by Contractor of all sums paid by Creekridge Capital LLC, and the obligation upon Creekridge Capital LLC and Customer to work with Contractor in good faith to allow access to Contractor for any removal, packaging, and/or shipping which may be required to effect a return of any Goods for which any consideration was paid hereunder, the additional costs of which if any shall be Contractor's sole responsibility.

#### **Remedies**

20. The exclusive remedy for Creekridge Capital LLC and County and the Contractor's limit of liability for any and all losses or damages resulting from defective goods or from any other cause will be for the purchase price of the particular delivery with respect to which losses or damages are claimed, plus any transportation charges actually paid by the Creekridge Capital LLC and County. Notwithstanding anything herein to the contrary, in no event shall either party's liability to the other party arising out of this Contract in any way exceed the total cost of the Goods sold to Creekridge Capital LLC as set forth herein.

#### **Cancellation**

21. The unilateral right to cancel this Agreement is reserved in favor of:
1. The Contractor:
    1. if the Creekridge Capital LLC fails to pay for any shipment when due without claiming an issue or rejection of such shipment within 10 days of inspecting such shipment as provided for herein. In the

event such an issue or rejection is claimed, this cancellation provision shall not apply and the parties shall work together in good faith to resolve any such issues or disputes;

2. in the event of the insolvency or bankruptcy of Creekridge Capital LLC.
2. The Customer:
  1. if the Contractor fails to deliver the hardware, software, materials, and any other equipment or Goods to County for the benefit of Creekridge Capital LLC as provided in this Contractual agreement together with any attachments hereto or such system does not function or perform in the manner described in this Agreement;
  2. in the event of the Contractor's insolvency or bankruptcy.

### **Notices**

22. Any notice to be given or document to be delivered to either the Contractor or Customer pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail to the address specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally, or on the date of mailing if sent by prepaid registered mail:

CONTRACTOR: 4800 Reagan Drive, Charlotte, Mecklenburg County, North Carolina, 28206

CUSTOMER: County of Pender, 605 E. Freemont St., Burgaw, NC, 28425

### **Additional Provisions**

23. Payment Terms:

Customer agrees to make the following payments:

They payment terms will be a sixty (60) month lease agreement with Creekridge Capital LLC

### **General Provisions**

24. The rule of construction against the drafter of a legal instrument shall not apply to this Agreement which has been negotiated at arms-length between the parties hereto.
25. Headings are inserted for convenience only and are not to be considered or relied upon when interpreting or construing the meaning of the terms of this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

26. All representations and warranties of the Contractor contained in this Agreement will survive the closing of this Agreement.
27. This Agreement including the rights and duties hereunder shall not be assignable in whole or in part by either party without the prior written consent of the non-assigning party thereto, and any attempted assignment hereof shall be void.
28. This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement, and in such event shall be effective as against the Customer only if executed by a duly authorized representative of County of Pender.
29. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina, including the North Carolina Uniform Commercial Code and the Contractor and the Customer hereby attorn to the jurisdiction of the Courts of the State of North Carolina.
30. Except where otherwise stated in this Agreement, all terms employed in this Agreement will have the same definition as set forth in the Uniform Commercial Code in effect in the State of North Carolina on the date of execution of this Agreement.
31. If any clause of this Agreement is held unconscionable by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.
32. This Agreement will inure to the benefit of and be binding upon the Contractor and the Customer and their respective successors and assigns.
33. Both parties to this Agreement agree that Creekridge Capital LLC is a third party beneficiary to the rights granted to it under the terms of this Agreement and may enforce those contractual rights in accordance with their terms. To the extent there is a conflict between the terms of this Agreement and the MLA, the terms of the MLA shall control.
34. This Agreement may be executed in counterparts.
35. Time is of the essence in this Agreement.
36. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.
37. This contract has been pre-audited in accordance with the provisions of North Carolina law.

38. Standing & Authority: Contractor represents to Customer that Contractor is a Corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina. Contractor is qualified to transact the business contemplated herein within the state of North Carolina, and has full power and authority to execute, deliver, and perform this Contract, and doing so will not violate any provision of law or contravene any provisions of its internal governing documents. This Contract and the performance thereof by Contractor have been duly authorized by Contractor to the extent that no further authorization of any third party is necessary to legally bind Contractor hereto, and this Contract together with any accompanying documents being executed by Contractor, have been duly executed on behalf of Contractor and constitute the legal, valid, and binding obligation of Contractor, enforceable in accordance with the terms of this Contract.
39. Alternative Dispute Resolution: The parties hereby acknowledge and agree that any and all controversy, claim, dispute, or conflict whatsoever arising out of or relating to this Contract, or the breach thereof, shall first be submitted to a process of non-binding dispute resolution called Mediation (as further defined hereinbelow).
- a. Mediation is that process which is described by North Carolina in its Alternative Dispute Resolution Program through the Dispute Resolution Commission. The parties agree that they will attempt to agree on a North Carolina Certified Superior Court Mediator with the understanding that this list is maintained by the North Carolina Dispute Resolution Commission. Should the parties be unable to agree, then that mediator who is next to be assigned on a case by Court Administration in Mecklenburg County will be used as the mediator. The parties shall share the costs of mediation equally and the parties agree to mediate in good faith.
40. Cumulative Remedies. Each right, power, and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise.
41. Waiver: The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not waive such parties right to seek redress at a later date in the absence of written consent to such waiver.
42. Duplicate Execution: This Agreement may be executed in duplicate copies each of which shall be deemed an original copy of this Agreement.

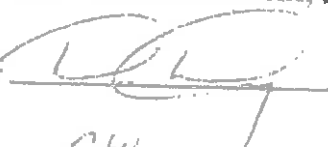
**IN WITNESS WHEREOF** the parties on the day and year first written above have caused this Contractual Agreement to be executed in their corporate names and capacities

Contractual

Agreement

intending for the terms hereof to legally bind their corporations thereto, and further  
intending the placement of their signatures on this document to constitute the placement  
of their respective corporations legal SEAL hereupon conveying therewith all the rights  
and remedies that the placement thereof shall have under the laws of the state of North  
Carolina.

**Wireless Communications, Inc.**

per:  (SEAL)  
Its: C. Fe

**County of Pender**

By: 

Its: Chairman - BOCC  
County of Pender, NC

## DEPOSIT CERTIFICATE OF ACCEPTANCE-2

To

Master Agreement No. 1240001

Schedule No. 004

This Deposit Certificate of Acceptance incorporates the terms and conditions of Master Agreement No. 1240001 dated and effective August 22, 2012 (the "Agreement"), by and between Pender County, North Carolina, the User, and Creekridge Capital LLC, the Provider. Unless otherwise defined herein, Capitalized terms used herein shall have the same meaning as provided in the Agreement.

User hereby authorizes Provider to advance payment to Wireless in an amount equal to 33% due upon delivery of the equipment (\$143,454.61) of the price indicated on invoice W189365 as it relates to the 9-1-1 system ("Equipment"). This authorization is made as of the 27<sup>th</sup> day of June, 2016 ("Authorization Date").

User understands and acknowledges that there shall be Interim Rent due and payable under the Agreement and computed for the period from the Authorization Date through the Commencement Date. The Interim Rent for each item of Equipment, or advance monies released, will be calculated by multiplying the cost of that item of Equipment or advance by the Monthly Rent Payment and divided by the total cost of all Equipment, prorated on a daily basis for periods less than one full month. Interim Rent shall be due and payable upon User's receipt of an invoice from Provider.

USER: PENDER COUNTY, NORTH CAROLINA

By: Raymond E. Moore

Name: Raymond Earl Moore

Title: Public Safety IT Director

Date: June 29, 2016

**Wireless Communications**

4800 Reagan Dr  
Charlotte, NC 28208-3188  
Phone: 704-597-5220  
Fax: 704-597-1099

AcctNo: 9102591514

**Billing Address:**

CREEKRIDGE CAPITAL, LLC  
7808 CREEKRIDGE CIRCLE STE 250  
MINNEAPOLIS, MN 55439-2647

**Sales Invoice****W189365**

Date: 5/10/2016  
Due Date: 5/10/2016  
Terms: N30  
Cust PO: 14575-PEN110515-SO  
Reference: Progress Billing  
Salesman: BWILLIAMS

AcctNo: 9102591514

**Location Address:**

PENDER COUNTY SHERIFF'S OFFICE  
605 E FREMONT ST  
BURGAU, NC 28425-5115

Pender County E911 System

33% Due upon delivery of equipment to the customer

Serial Number		Type	Equipment Details		Model	Manufacturer
			Unit / Location	Description		

ItemNo	Description	Qty	U/M	Price	Extended
%MILESTONE-LABOR	MILESTONE BILLING-LABOR	1.00	EACH	13,541.17	13,541.17
%MILESTONE-EQUIP	MILESTONE BILLING-EQUIPMENT	1.00	EACH	109,285.74	109,285.74
%MILESTONE-SUBCONTRA	MILESTONE BILLING-SUBCONTRACT	1.00	EACH	8,204.49	8,204.49
%MILESTONE-SVC	MILESTONE BILLING-SER CONTRACT	1.00	EACH	11,719.58	11,719.58
%MILESTONE-SHIPING	MILESTONE BILLING-SHIPING	1.00	EACH	723.65	723.65

**Sales Tax Detail:**

Avalara

**Remit to:**

Wireless Communications  
P.O. BOX #37904  
Dept. # 125  
Charlotte, NC. 28237-7904  
Ref: W189365



Invoices overdue 30 days will be  
charged 1½% interest on balance with  
18% annually.

All goods remain the property of Wireless  
Communications until paid in full.  
Manufacturer's warranty does not cover freight  
or on site labor unless specifically stated.

Non-Taxable Sales: 143,454.61  
Taxable Sales: 0.00  
Sales Tax: 0.00

**Total Amount Due 143,454.61**

## CERTIFICATE OF ACCEPTANCE 3

To

Master Agreement No. 1240001

Schedule No. 004

This Certificate of Acceptance incorporates the terms and conditions of the Master Agreement No. 1240001 dated and effective August 22, 2012 (the "Agreement"), by and between Pender County, North Carolina, the User, and Hitachi Capital America Corp., the Provider. Unless otherwise defined herein, Capitalized terms used herein shall have the same meaning as provided in the Agreement.

The User certifies that the Equipment as described in the Exhibit A attached hereto is unconditionally accepted by the User as of the date below unless otherwise indicated.

USER: PENDER COUNTY, NORTH CAROLINA

By:

Raymond Earl Moore

Name:

Raymond Earl Moore

Title:

Public Safety IT Director

Date:

8/26/16

**Exhibit A**

**Equipment Description**

<b><u>Manufacturer</u></b>	<b><u>Qty</u></b>	<b><u>Machine/Model</u></b>	<b><u>Equipment Description</u></b>	<b><u>Serial Number</u></b>
	1		Wireless Equipment/Software further described per invoice #W192389 from Wireless Communications	
		Location:	Pender County, North Carolina 805 South Walker Street Burgaw, NC 28425	

**Master Agreement No. 1240001**

**Schedule No. 004**

**Certificate of Acceptance 3**

**Wireless Communications**

4800 Reagan Dr  
Charlotte, NC 28208-3188  
Phone: 704-597-5220  
Fax: 704-597-1099

AcctNo: 9102591514

**Billing Address:**

CREEKRIDGE CAPITAL, LLC  
7808 CREEKRIDGE CIRCLE STE 250  
MINNEAPOLIS, MN 55439-2847

**Sales Invoice****W192389**

Date: 8/1/2018  
Due Date: 8/1/2018  
Terms: N30  
Cust PO: 14576-PEN110515-SO  
Reference: Progress Billing  
Salesman: BWILLIAMS

AcctNo: 9102591514

**Location Address:**

PENDER COUNTY SHERIFF'S OFFICE  
805 E FREMONT ST  
BURGAU, NC 28425-5115

Pender County E911 System  
33% Due upon Final Acceptance

Equipment Details						
Serial Number	Type	Unit / Location	Description	Model	Manufacturer	

Description	Qty	U/M	Price	Extended
%MILESTONE-LABOR MILESTONE BILLING-LABOR	1.00	EACH	13,541.18	13,541.18
%MILESTONE-EQUIP MILESTONE BILLING-EQUIPMENT	1.00	EACH	109,285.74	109,285.74
%MILESTONE-SUBCONTRA MILESTONE BILLING-SUBCONTRACT	1.00	EACH	8,204.49	8,204.49
%MILESTONE-SVC MILESTONE BILLING-SER CONTRACT	1.00	EACH	11,719.56	11,719.56
%MILESTONE-SHIPING MILESTONE BILLING-SHIPING	1.00	EACH	723.65	723.65

**Sales Tax Detail:**  
Avalara

**Remit to:**

Wireless Communications  
P.O. BOX #37904  
Dept. # 125  
Charlotte, NC. 28237-7904  
Ref: W192389



Invoices overdue 30 days will be  
charged 1%% interest on balance with  
18% annually.

All goods remain the property of Wireless  
Communications until paid in full.  
Manufacturer's warranty does not cover freight  
or on site labor unless specifically stated.

Non-Taxable Sales: 143,454.62  
Taxable Sales: 0.00  
Sales Tax: 0.00

**Total Amount Due 143,454.62**

REMIT PAYMENT TO:

BackUp Ctr

Page: 1



Office Furniture™

6321 ANGUS DR  
RALEIGH, NC 27617**INVOICE 33890-W**

Invoice Date: Dec 6, 2016

Sales Order: 33890-W

Phone: 919-598-8454

Fax: 919-598-8062

**PLEASE INCLUDE INVOICE # WITH PAYMENT****Bill To:**PENDER COUNTY SHERIFF OFFICE  
605 E. FREMONT STREET  
BURGAW, NC 28425  
USASHIPPED:  
12/2/16

Best Way

**Ship to:**PENDER COUNTY SHERIFF OFFICE  
805 RIDGEWOOD ROAD  
BURGAW, NC 28425  
USA

Customer Phone	Customer PO	Sales Rep Name	
910-259-7107		MARK BOYD	
Customer Fax	Customer ID	Customer Contact	Cust. Balance
	PENDER COUNTY SHERIF	EARL MOORE	6,339.34

Quantity	Item	Description	Unit Price	Amount
8.00	SYSCPU	FIXED CPU HOLDER, FITS 3.5-9.3"W	74.00	592.00
6.00	SYS-7945B	QUAD MOUNT MONITOR ARMS, UP TO 22", COLOR:BLACK	349.00	2,094.00
1.00	DELIVERY	INCLUDES ASSEMBLY, INSIDE SET UP, HAUL AWAY ALL TRASH AND CARDBOARD TO RECYCLING. **IF SCOPE OF WORK IS DIFFERENT THAN DISCUSSED, ADDITIONAL FEES WILL APPLY**	130.00	130.00

Late charges of 1.5% for payments due under \$10,000 and 2.5% for payments due over \$10,000 will be assessed for each 30-day period, or part, of past due payments. If the services of an attorney are required to collect payment, the debtor is solely responsible for the attorney fees associated with collection.

There is a 25% restocking fee on new returned furniture. Special order items 40% restocking fee. All used and closeout sales are final.

**Subtotal 2,816.00****Sales Tax 190.08****Invoice Total 3,006.08****Payment or Credit****TOTAL DUE 3,006.08****Thank you for your business!**Visit us at: [www.thriftyofficefurniture.com](http://www.thriftyofficefurniture.com)

Payment Terms: Net 10

REMIT PAYMENT TO:

Back Up CTR

Page: 1



Office Furniture

6321 ANGUS DR  
RALEIGH, NC 27617

**INVOICE 33966-W**

Invoice Date: Jan 9, 2017

Sales Order: 33966-W

Phone: 919-598-8454

Fax: 919-598-8062

PLEASE INCLUDE INVOICE # WITH PAYMENT

Bill To:

PENDER COUNTY SHERIFF OFFICE  
605 E. FREMONT STREET  
BURGAW, NC 28425  
USA

SHIPPED:

Drop Ship

Ship to:

PENDER COUNTY SHERIFF OFFICE  
805 RIDGEWOOD ROAD  
BURGAW, NC 28425  
USA

Customer Phone	Customer PO	Sales Rep Name	
910-259-7107		MARK BOYD	
Customer Fax	Customer ID	Customer Contact	Cust. Balance
	PENDER COUNTY SHERIF	EARL MOORE	6,813.31

Quantity	Item	Description	Unit Price	Amount
6.00	SYSCPU	FIXED CPU HOLDER, FITS 3.5-9.3"W	74.00	444.00
1.00	DELIVERY	DROP SHIP DIRECTLY TO CUSTOMER WHO WILL INSTALL		

Late charges of 1.5% for payments due under \$10,000 and 2.5% for payments due over \$10,000 will be assessed for each 30-day period, or part, of past due payments. If the services of an attorney are required to collect payment, the debtor is solely responsible for the attorney fees associated with collection.

There is a 25% restocking fee on new returned furniture. Special order items 40% restocking fee. All used and closeout sales are final.

**Subtotal 444.00**

**Sales Tax 29.97**

**Invoice Total 473.97**

Payment or Credit

**TOTAL DUE 473.97**

**Thank you for your business!**

Visit us at: [www.thriftyofficefurniture.com](http://www.thriftyofficefurniture.com)

Payment Terms: Net 10

**Final Details for Order #105-3587651-1145028**[Print this page for your records.](#)**Order Placed:** March 16, 2017**Amazon.com order number:** 105-3587651-1145028**Order Total:** \$129.41**Shipped on March 17, 2017****Items Ordered**

1 of: <i>Monoprice Hook &amp; Loop Fastening Tape 5 yard/roll, 0.75-inch - Black (105828)</i>	<b>Price</b>
Sold by: Amazon.com LLC	<b>\$5.83</b>

Condition: New

1 of: <i>NavePoint Cantilever Server Shelf Vented Shelves Rack Mount 19" 1U Black 14" (350mm) deep</i>	<b>Price</b>
Sold by: NavePoint, LLC ( <a href="#">seller profile</a> )	<b>\$25.24</b>
Business Price	

Condition: New

1 of: <i>NavePoint 15U Wall Mount Open Frame 19" Server Equipment Rack Threaded 15 inch depth Black</i>	<b>Price</b>
Sold by: NavePoint, LLC ( <a href="#">seller profile</a> )	<b>\$97.95</b>

Condition: New

**Shipping Address:**

Earl Moore  
605 E FREMONT ST  
BURGAW, NC 28425-5115  
United States

Item(s) Subtotal: \$129.02

Shipping &amp; Handling: \$0.00

Total before tax: \$129.02

Sales Tax: \$0.39

**Shipping Speed:**

Two-Day Shipping

**Total for This Shipment: \$129.41****Payment Information****Payment Method:**

Visa | Last digits: 6505  
Your PO #: 911 Backup Center Parts

Item(s) Subtotal: \$129.02

Shipping &amp; Handling: \$0.00

Total before tax: \$129.02

Estimated tax to be collected: \$0.39

**Billing address**

Earl Moore  
PO Box 1449

**Grand Total: \$129.41**

Burgaw, NC 28425  
United States

**Credit Card transactions**

Visa ending in 6505: March 17, 2017: \$129.41

To view the status of your order, return to [Order Summary](#).

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2017, Amazon.com, Inc. or its affiliates

BACKUP CTR



**Annual Maintenance Fee(s) (Year 1)**

Product Name	Support Level	Total Price
GeoComm GeoLynx Desktop Backup Position Support and Maintenance		
VisionCAD Connection Manager Software License	24 x 7	
VisionCAD GeoRelay Software License	24 x 7	
VisionCAD License (Call Taker, Dispatch, Supervisor)	24 x 7	

Annual Maintenance Fee(s) (Year 1): \$13,016.64  
 Continuous Upgrade Fee(s) (Year 1): \$2,358.72  
**Annual Maintenance Fee(s) (Year 1) Total:** **\$15,375.36**

850

**Project Total: \$15,711.70**

Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$15,711.70
		Sales Tax Amount: \$0.00
		<b>Quote Total: \$15,711.70</b>

PO # 517

Date: 10/28/16 Prepared By: [Signature]  
 Approved By: [Signature]  
 Account # 032-404500 Amount 15,711.70



Remit payment To:  
Carolina Recording Systems, LLC  
PO Box 11311  
Charlotte, NC 28220

# Invoice

Date	Invoice #
7/1/2016	152313
Terms	Due Date
Net 30	7/31/2016

Pender County Sheriff's Office  
Attn: Earl Moore  
P.O. Box 1449  
Burgaw, NC 28425

Invoice Type	Extended Warranty	Account #		
Maintenance Renewal	7/1/2016 thru 6/30/2017	P-1106		
Model	Description	Qty	Unit	Amount
Maintenance	Annual Maintenance 2016-2017	1	9,740.00	9740.00T
NexLog	32-Channel Communications Recording System (Primary)	1	0.00	0.00
NexLog	24-Channel Communications Recording System (Backup)	1	0.00	0.00
***Peripherals Included Below***				
-Web-Browser Playback				
-Redaction				
-Identity Protection				
-NexLog Access Bridge				
-Instant Recall				
-ANI/ALI Metadata Integration				
-Contact Closure Detection				
PO#44				
Date <u>7/13/16</u> Prepared By <u>[Signature]</u>				
Approved By <u>[Signature]</u>				
Account # <u>22-404500</u> Amount <u>9740.00</u>				
<u>194.80</u>				
<u>462.63</u>				
<u>10,397.43</u>				
Total <u>9740.00</u>				
Contact Information:		Subtotal		\$9,740.00
Phone: 888-776-0202		Sales Tax (6.75%)		\$657.45
Fax: 888-776-0201		Total		\$10,397.45
Service Dispatch: 888-661-0202				
Website: www.crsnc.com				



## **Carolina Recording Systems Service/Maintenance Plan Coverage**

### **SERVICES PROVIDED:**

- No charge will be made for necessary service repair due to manufacturer defect or normal wear and tear. Exceptions include when a malfunction is caused by water, fire, flood or other casualty, accident, misuse, abuse, cyber-attacks or viruses, extreme temperatures, power line fluctuations, lightning, or other acts of nature or if the necessary replacement parts are not available. In no event will Carolina Recording Systems, LLC be responsible for consequential or incidental damages beyond our sole obligation to repair or replace the defective unit.
- Agreement provides **Priority response, Free Service Loan Equipment** (except in circumstances beyond our control), **Parts, Labor and Mileage** during the contract period.
- Agreement will be for time period agreed and can be renewed each year during system ownership unless canceled by either party or Customer's failure to pay invoice within 60 days. Customer will be invoiced at the beginning of agreement term.
- The Service agreement amount may be subject to an annual increase to adjust for inflationary costs.
- Customer should provide an onsite contact person(s) designated to perform routine maintenance and be responsible for the overall operation of the recording system.
- Customers with Systems covered under a Service Agreement are eligible to receive on site system training as needed for site personnel at no additional cost.
- Our technicians will perform periodic system inspections and provide scheduled preventative maintenance measures to help provide a higher level of system reliability in a mission-critical environment. CRS technicians will instruct customer site personnel on these requirements.
- Most software revisions and updates designed to maintain system features or repair software flaws will be provided on recording systems under contract at no additional charge. Third party license costs and system relocations/cut-overs due to changes, updates or installation of new CPE equipment will be charged an agreed upon rate.
- Agreement provides for 24/7 technician telephone response within 30 minutes.
- Agreement provides for 24/7 on site service response.

  
Byron Burns - Carolina Recording Systems

7-1-2016  
Date



Medical Priority Consultants, Inc.  
dba Priority Dispatch Corp  
110 South Regent Street, Suite 500, Salt Lake City, Utah, 84111, United States  
Phone: (801) 383-9127 Fax: (801) 746-5879  
www.prioritydispatch.net

# INVOICE

Invoice Number	SIN021269
Invoice Date	02/22/2017
Agency ID	2719

**Billing Address**  
Pender County Sheriff's Office  
605 E Fremont St.  
PO Box 1449  
Burgaw, NC 28425  
United States

**Shipping Address**  
Pender County Sheriff's Office  
605 East Fremont Street PO Box 1449

Burgaw, NC 28425  
United States

Customer Reference	PO #	Shipping Method	Invoice Currency	Due Date
INV-2584	00000442		USD	03/24/2017

Product Name	Quantity	Unit Price	Tax Rate	Tax	Net Value
<b>ProQA Medical Backup Software Licenses</b> <i>Offsite, backup location software</i>	3	\$ 1,875.00	6.750 %	\$ 379.69	\$ 5,625.00
<b>XLerator Client Server Suite</b> <i>Client server software application suite</i>	1	\$ 2,500.00	6.750 %	\$ 168.75	\$ 2,500.00
<b>AQUA Case Review Software for EMD</b> <i>Quality Assurance (case review) software base engine and discipline module</i>	1	\$ 1,500.00	6.750 %	\$ 101.25	\$ 1,500.00
<b>ProQA ESP for One Protocol - Basic</b> <i>License renewal, service and support 2/22/2017 - 2/21/2018</i>	1	\$ 301.75	6.750 %	\$ 20.37	\$ 301.75
<b>AQUA ESP for One Protocol</b> <i>License renewal, service and support 2/22/2017 - 2/21/2018</i>	1	\$ 56.25	6.750 %	\$ 3.80	\$ 56.25
<b>Shipping &amp; Handling</b>	1	\$ 0.00	6.750 %	\$ 0.00	\$ 0.00
Net Total					\$ 9,983.00
Tax Total					\$ 673.86
Invoice Total					\$ 10,656.86

## Payment Detail

Please make checks payable to Priority Dispatch in US Dollar (USD). Contact Accounting@prioritydispatch.net with any questions regarding this invoice.

PO # 442

Date 2/27/17 Prepared By [Signature]  
Approved By [Signature]  
Account # 252-404500 Amount 9983.00  
199.66  
474.20  
10,656.86

tax 9983.00



## Customer Invoice

### Malwarebytes

Malwarebytes  
3979 Freedom Circle  
12th Floor  
Santa Clara, CA 95054

### Bill To

Pender County Sheriff's Office  
Earl Moore  
605 E Fremont St  
Burgaw NC 28425  
United States

Date 12/22/2016  
Invoice # IN100004591

Terms Net 30  
Due Date 12/22/2016  
Subsidiary MWB Corporation  
PO # INV00050219 & INV00...  
345

Item	Quantity	Description	Unit Price	Amount
Endpoint Security	176	Endpoint Security -Business License, 12 month, One license per PC- INV00050219 & INV00045980 consolidated invoice Subscription Terms: 08/28/2016 - 08/25/2017		4,335.74
Total				\$4,335.74

PO #605

Date 12/28/16 Prepared By Ant  
Approved By [Signature]  
Account # Amount  
510-406000 3135.94  
510-403300 415.85  
452-404500 783.97  
TOTAL: 4335.74

Wire Transfer  
Business Name: Malwarebytes Corporation  
Bank Name: Chase  
Bank Account Number: 616530270  
SWIFT Code: CHASUS33  
Bank Address:  
270 Park Avenue  
New York, NY 10017  
Bank Phone Number:  
1-800-242-7338

RECEIVED  
JAN 03 2017  
PENDER FINANCE



Federal tax ID: 22-3009648  
290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 888-235-3871  
Fax: 732-805-8689

Please remit payment to:  
SHI International Corp  
P.O. Box 952121  
Dallas, TX 75395-2121  
Wire Information: Wells Fargo Bank  
Wire R# 121000248  
ACH R# 021200025  
Account# 2000037641984  
SWIFT Code: WFBUS6S  
For W-9 Form, www.shi.com/W9

**Invoice No.** B05197393  
**Invoice date** 7/5/2016  
**Customer number** 1073293  
**Sales order** S44059065

Finance charge of 1.5% per month will be charged on  
past due accounts - 18%/yr.  
All returns require an RMA# supplied by your SHI  
Sales team.

**Bill To**  
Pender County Sheriff Department  
PO BOX 1449  
Burgaw, NC 28425  
USA

**Ship To**  
PENDER CO SHERIFF DEPT  
605 FREMONT ST  
Burgaw, NC 28425  
USA  
em7/1/2016/Earl Moore

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
7/5/2016	Kevin Mariano/Ent-SLED	em7/1/2016	UPS GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
15510672 70002041 Hardware DIGI INTERNATIONAL	Digi PortServer TS 1 - Device server - Ethernet, Fast Ethernet / 15510672 : : All : Hardware Hardware Contract number: ncr	2	2	219.00	438.00

Quote: 1811395

Sales Balance	438.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	29.57
<b>Total</b>	<b>467.57</b>
Currency	USD

001124000100100200000000000000000000004010600000027071600042813167

**CREEKRIDGE CAPITAL****Invoice Date: 10/2/2016**

**Creekridge Capital, LLC**  
**7808 Creekridge Circle, Suite 250**  
**Edina, MN 55439**  
**877-933-3278 Fax 952-996-0271**  
**CustomerService@creekridgecapital.com**

**Agreement No./Schedule No.**

**Contract No. 001-1240001-002**

**Invoice No. 468176**

**Due Date: 12/1/2016**

**BILL TO:**  
Pender County Sheriffs Office  
Attn: Earl Moore  
P.O. Box 1449  
Burgaw, NC 28425-1449

**PO # 647-Virtual Ntk**  
**Additional Info: Compellent HW,VMware**  
**View,Installation**

Description	Period	Late Charges	Amount	Tax	Total
Rental Payment	12/01/2016 - 11/30/2017		8,517.68	574.94	9,092.62

PO #75 Date 10/27/16 Prepared By [Signature]  
 Approved By [Signature]  
 Account # Amount  
510-406000 4734.04  
252-404500 3985.64  
170.36  
401.58  
 Total 9092.62  
 Total 1517.68

PAST DUE		Current Totals Due:		0.00	8,517.68	574.94	9,092.62
1 - 30	31 - 60	61 - 90	Over 90	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	Total Past Due: 0.00			
				Grand Total Due: 9,092.62			

**Pender County Sheriffs Office  
Attn: Earl Moore  
P.O. Box 1449  
Burgaw, NC 28425-1449**

<b>Schedule Charges:</b>	8,517.68
<b>Taxes:</b>	574.94
<b>Late Charges:</b>	0.00
<b>Other:</b>	0.00
<b>Grand Total Due:</b>	<u>9,092.62</u>

**Return this portion with your check payable to:**

**Agreement No./Schedule No.**

**Creekridge Capital LLC - LB**  
**P.O. Box 1880**  
**Minneapolis, MN 55480-1880**

RECEIVED

**Contract No. 001-1240001-002**

**Invoice No. 468176**

OCT 31 2016

**Due Date: 12/1/2016**

## PENDER FINANCE!

00112400010020020000000000000000000851768000005749400009092621



**Final Details for Order #102-8832026-8351407**[Print this page for your records.](#)**MONITOR  
REPLACED  
WORKSTATION C4****Order Placed:** December 28, 2016**Amazon.com order number:** 102-8832026-8351407**Order Total:** \$189.99**Shipped on December 28, 2016****Items Ordered**

1 of: <i>Dell Professional P2213 22-inch LED Widescreen Flat Panel Monitor w/BUILT-IN USB 2.0 HUB &amp; HEIGHT ADJUSTMENT</i>	<b>Price</b> \$189.99
---	--------------------------

Sold by: Technology Galaxy ([seller profile](#))

Condition: New

**Shipping Address:**Earl Moore  
605 E FREMONT ST  
BURGAU, NC 28425-5115  
United States

Item(s) Subtotal: \$189.99

Shipping &amp; Handling: \$0.00

-----

Total before tax: \$189.99

Sales Tax: \$0.00

-----

**Total for This Shipment: \$189.99**

-----

**Shipping Speed:**

Standard Shipping

**Payment Information****Payment Method:**

Visa | Last digits: 6505

Your PO #: Monitor for dispatch

Item(s) Subtotal: \$189.99

Shipping &amp; Handling: \$0.00

-----

Total before tax: \$189.99

Estimated tax to be collected: \$0.00

-----

**Grand Total: \$189.99****Billing address**Earl Moore  
PO Box 1449  
Burgaw, NC 28425  
United States**Credit Card transactions**

Visa ending in 6505: December 28, 2016: \$189.99

To view the status of your order, return to [Order Summary](#).



This is your INVOICE

Page: 1 of 1

FID Number: 74-2616805  
 Sales Rep: WENDY A VARDEMAN  
 For Sales: (800)274-7799  
 Sales Fax: (800)365-5329  
 For Customer Service: (800)274-7799  
 For Technical Support: (800)822-8965  
 Dell Online: <http://www.dell.com>

Customer Number: 086356435  
 Purchase Order: 0000041800  
 Order Number: 128234286  
 Order Date: 09/14/16

Invoice Number: XK1MJJX97

Invoice Date: 09/14/16  
 Payment Terms: NET DUE 30 DAYS  
 Due Date: 10/14/16  
 Shipped Via: 2DAY FEDEX  
 Waybill Number: 705553329485

85 01 0 01 01 N

SOLD TO:  
 #8VNHKPV  
 #0863 5643 57#

ACCOUNTS PAYABLE

PENDER COUNTY SHERIFF'S DEPT  
 PO BOX 1449  
 BURGAW NC 28425-1449

SHIP TO:  
 RECEIVING DEPT  
 PENDER COUNTY SHERIFF DEPT  
 605 FREMONT ST  
 BURGAW, NC 28425

PLEASE REVIEW IMPORTANT TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
18	18	210-AIIF	Dell 22 Monitor P2217H	EA	155.00	2,790.00
18	18	806-2755	*Premium Panel Warranty Advance d Exchange 3 Years	EA	-	-
18	18	806-2763	*Dell Limited Hardware Warranty	EA	-	-
		System Service Tags	1616MB2, JW16MB2, 2W16MB2, 4W16MB2, 8616MB2, 8W16MB2, 9FP7MB2, 9W16MB2, 8W16MB2, CW16MB2, D516MB2, F516MB2, G516MB2, GFP7MB2, GW16MB2, HV16MB2, HW16MB2, 1W16MB2			

PO # 416 Date 9/29/16 Prepared By [Signature]  
 Approved By [Signature]  
 Account # Amount  
 510-406000 2066.67  
 252-403300 723.33  
 55.80  
 132.53  
 TOTAL: 2978.33  
 Total: 2790.00

OR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$5 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT [WWW.DELL.COM/PUBLIC-ECARE](http://WWW.DELL.COM/PUBLIC-ECARE) TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	\$ 0.00
Subtotal	\$ 2,790.00
Taxable:	Tax:
\$ 2,790.00	\$ 188.33
ENVIRO FEE	\$ 0.00
Invoice Total	\$ 2,978.33



DETACH AT PERFORM AND RETURN WITH PAYMENT

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.  
 C/O DELL USA L.P.  
 PO BOX 534118  
 ATLANTA, GA 30353-4118

Invoice Number: XK1MJJX97  
 Customer Name: PENDER COUNTY SHERIFF'S  
 Customer Number: 086356435  
 Purchase Order: 0000041800  
 Order Number: 128234286



Ship. &/or Handling	\$ 0.00
Subtotal	\$ 2,790.00
Taxable:	Tax:
\$ 2,790.00	\$ 188.33
ENVIRO FEE	\$ 0.00
Invoice Total	\$ 2,978.33
	\$
	\$
	\$
Balance Due	\$ 2,978.33
Amt. Enclosed	\$

RECEIVED  
 SEP 30 2016  
 PENDER FINANCE

000XK1MJJX9700000002978336500863564350



FID Number: 74-2618805  
 Sales Rep: WENDY A VARDEMAN  
 For Sales: (800)274-7799  
 Sales Fax: (800)365-5329  
 For Customer Service: (800)274-7799  
 For Technical Support: (800)822-8865  
 Dell Online: <http://www.dell.com>

Customer Number: 086356435  
 Purchase Order: 0000041700  
 Order Number: 126799482  
 Order Date: 09/15/16

Invoice Number: **XK1NN1MX8**

Invoice Date: 09/20/16  
 Payment Terms: NET DUE 30 DAYS  
 Due Date: 10/20/16  
 Shipped Via: EAGLE USA  
 Waybill Number: FOX0141241

85 01 0 01 01 N

SOLD TO:  
 #BWNHKKPV  
 #0863 5643 57#

Date 9/29/16 Prepared By [Signature]  
 Approved By [Signature]

SHIP TO:  
 EARL MOORE  
 PENDER CO SHERIFF'S OFFICE  
 605 E FREMONT ST  
 BURGAW, NC 28425-5115

ACCOUNTS PAYABLE

PENDER COUNTY SHERIFF'S DEPT  
 PO BOX 1449  
 BURGAW NC 28425-1449

Account #	Amount
510-406000	7030.81
552-407100	2305.19
	184.72
	443.50

TOTAL: 9966.22

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
6	6	210-AFLI	Dell Precision Tower 3620 XCTO BASE	EA	1,556.00	9,336.00
6	6	370-ACIU	16GB (2x8GB) 2133MHz DDR4 Non-ECC	EA		
6	6	580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black	EA		
6	6	490-BCSI	NVIDIA(R) NVS 510, 2GB, (4mDP) (4 mDP-DP adapters)	EA		
6	6	555-BBNI	No Wireless LAN	EA		
6	6	400-AIVT	M.2 256GB PCIe NVMe Class 50 Solid State Drive	EA		
6	6	412-AAHM	Thermal pad for NVMe SSD	EA		
6	6	403-BBCE	Integrated Intel SATA Controller	EA		
6	6	619-AIKN	Windows 7 Pro English, French, Spanish 64bit (Includes Windows 10 Pro License)	EA		
6	6	275-BBBW	Dell MS116 Wired Mouse, Black	EA		
6	6	555-BBJO	No Additional Network Card Selected (Integrated NIC included)	EA		
6	6	429-AAVR	16X Half Height DVD +/- RW	EA		
6	6	429-AAWK	ODD config MOD for HH ODD only or MCR only	EA		
6	6	555-BBNG	Thank You for Choosing Dell	EA		
6	6	450-AAFS	US/Thai/Philippines Power Cord	EA		
6	6	340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	EA		
6	6	997-2808	*Dell Limited Hardware Warranty Plus Service	EA		
6	6	997-2859	*ProSupport Plus: 7x24 Technical Support, 3 Years	EA		
6	6	997-2868	*ProSupport Plus: Keep Your Hard Drive, 3 Years	EA		
6	6	997-2877	*ProSupport Plus: Accidental Damage Service, 3 Years	EA		
6	6	997-6820	*ProSupport Plus: Next Business Day Onsite, 3 Years	EA		
6	6	338-BIDS	6th Gen Intel(R) Core(TM) i5-6600 (Quad Core 3.3GHz, 3.9GHz Turbo, 6MB, w/ HD Graphics 530)	EA		
6	6	631-AARR	Dell Precision Tower 3620 Heat sink (65W)	EA		
6	6	658-BCSB	Microsoft (R) Office 30 Day Trial	EA		

Ship. &/or Handling	\$	0.00
Subtotal	\$	9,336.00
Taxable:	Tax:	
\$ 9,336.00	\$	630.22
ENVIRO FEE	\$	0.00
Invoice Total	\$	9,966.22

OR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$5 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT [WWW.DELL.COM/PUBLIC-ECARE](http://WWW.DELL.COM/PUBLIC-ECARE) TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.



DETACH AT PERF AND RETURN WITH PAYMENT

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.  
 C/O DELL USA L.P.  
 PO BOX 534118  
 ATLANTA, GA 30353-4118

Invoice Number: XK1NN1MX8  
 Customer Name: PENDER COUNTY SHERIFF'S  
 Customer Number: 086356435  
 Purchase Order: 0000041700  
 Order Number: 126799482



Ship. &/or Handling	\$	0.00
Subtotal	\$	9,336.00
Taxable:	Tax:	
\$ 9,336.00	\$	630.22
ENVIRO FEE	\$	0.00
Invoice Total	\$	9,966.22
	\$	
	\$	
Balance Due	\$	9,966.22
Amt. Enclosed	\$	

SEP 30 2016

PENDER FINANCE

000XK1NN1MX800000009966226500863564355



## This is your INVOICE

Page: 2 of 2

FID Number: 74-2816805  
 Sales Rep: WENDY A VARDEMAN  
 For Sales: (800)274-7799  
 Sales Fax: (800)385-6329  
 For Customer Service: (800)274-7799  
 For Technical Support: (800)822-8965  
 Dell Online: <http://www.dell.com>

Customer Number: 086356436  
 Purchase Order: 0000041700  
 Order Number: 126799482  
 Order Date: 09/15/16

Invoice Number: XK1NN1MX8

Invoice Date: 09/20/16  
 Payment Terms: NET DUE 30 DAYS  
 Due Date: 10/20/16  
 Shipped Via: EAGLE USA  
 Waybill Number: FOX0141241

65 01 0 01 01 N

SOLD TO:

ACCOUNTS PAYABLE

PENDER COUNTY SHERIFF'S DEPT  
 PO BOX 1449  
 BURGAW NC 28425-1449

SHIP TO:

EARL MOORE  
 PENDER CO SHERIFF'S OFFICE  
 605 E FREMONT ST  
 BURGAW, NC 28425-5115

PLEASE REVIEW IMPORTANT TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
6	6	422-0008	Dell Data Protection System Tools Digital Delivery/DT	EA	-	-
6	6	422-0052	SW,MY-DELL,CRRS	EA	-	-
6	6	444-BBBG	BIOS match checked back to factory	EA	-	-
6	6	444-BBBS	BIOS binary check enabled and verified	EA	-	-
6	6	637-AAAZ	Dell Backup and Recovery Basic	EA	-	-
6	6	640-BBDF	Adobe Reader 11	EA	-	-
6	6	640-BBES	Dell Precision Optimizer	EA	-	-
6	6	640-BBEV	Dell Data Protection   Protected Workspace	EA	-	-
6	6	640-BBLW	Dell(TM) Digital Delivery Client	EA	-	-
6	6	658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	EA	-	-
6	6	387-BBBE	No Energy Star	EA	-	-
6	6	321-BBVF	Dell Precision Tower 3620 Up to 85% efficient 290W Chassis	EA	-	-
6	6	634-BENZ	No DDP/ESS Software	EA	-	-
6	6	954-3485	*No DDPE Encryption Software	EA	-	-
6	6	449-BBKG	C7 M.2 SSD + 2.5 SATA 1-4 HD	EA	-	-
6	6	780-BBCJ	Non RAID	EA	-	-
6	6	401-AAQL	1TB 2.5 inch SATA (7,200 Rpm) Hard Drive	EA	-	-
13	18	401-AADF	No Additional Hard Drive	EA	-	-
6	6	411-XXYD	Raid Configuration not over 2 TB	EA	-	-
6	6	525-0057	Kace K1000 Express	EA	-	-
6	6	429-AABU	PowerDVD Software not included	EA	-	-
6	6	817-BBBC	Not Selected in this Configuration	EA	-	-
6	6	492-BBFF	No PCIe add-in card	EA	-	-
6	6	817-BBBC	Not Selected in this Configuration	EA	-	-
6	6	631-AATZ	No Out-of-Band Systems Management	EA	-	-
6	6	575-BBCH	No Stand Included	EA	-	-
6	6	817-BBBC	Not Selected in this Configuration	EA	-	-
6	6	620-AAYW	Windows 10 Pro OS Recovery 64bit - DVD	EA	-	-
6	6	340-ASWP	Dell Precision Resource DVD	EA	-	-
6	6	340-ASPJ	English Setup and Features Guide	EA	-	-
6	6	313-2198	No External Speaker	EA	-	-
6	6	332-1286	US Order	EA	-	-
6	6	340-AEYP	SHIP,PWS,LNK,NO,NO,AMF	EA	-	-
6	6	340-AUOO	Shipping Material for System, Mini Tower, DAO	EA	-	-
6	6	389-BHVV	Tower 3620 Regulatory Label DAO	EA	-	-
6	6	389-BDCE	No UPC Label	EA	-	-
6	6	409-BBCF	No Intel Rapid Start or Smart Connect	EA	-	-
6	6	389-BHIB	Intel(R) Core(TM) i5 Label	EA	-	-
System Service Tags			DISCOUNT(S) AND/OR CO H84GRD2, H84HRD2, H84MRD2, H84KRD2, H84LRD2, H84JRD2			

RECEIVED

SEP 30 2016

PENDER FINANCE



Federal tax ID: 22-3008648  
290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 888-235-3871  
Fax: 732-805-8689

Please remit payment to:  
SHI International Corp  
P.O. Box 952121  
Dallas, TX 75395-2121  
Wire Information: Wells Fargo Bank  
Wire R# 121000248  
ACH R# 021200025  
Account# 2000037641984  
SWIFT Code: WFBUS6S  
For W-9 Form, www.shi.com/W9

**Invoice No. B05235183**

Invoice date 7/14/2016  
Customer number 1073293  
Sales order S44112595

Finance charge of 1.5% per month will be charged on  
past due accounts - 18%/yr.  
All returns require an RMA# supplied by your SHI  
Sales team.

**Bill To**  
Pender County Sheriff Department  
PO BOX 1449  
Burgaw, NC 28425  
USA

**Ship To**  
PENDER CO SHERIFF DEPT  
605 FREMONT ST  
Burgaw, NC 28425  
USA  
/Earl Moore

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
7/14/2016	Kevin Mariano/Ent-SLED	226	UPS GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
27271133 BR1000G Hardware Schneider Electric	APC Back-UPS Pro - UPS - AC 120 V - 600 Watt - 1000 VA - USB Hardware Hardware	6	6	129.00	774.00
Serial #: S3B1619X19190 Serial #: S3B1619X25617 Serial #: S3B1619X19184 Serial #: S3B1619X19139 Serial #: S3B1619X19197 Serial #: S3B1619X19187					

Quote: 11864002

Sales Balance	774.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	52.25
Total	826.25
Currency	USD



Federal tax ID: 22-3009648  
290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 888-235-3871  
Fax: 732-805-8869

Please remit payment to:  
SHI International Corp  
P.O. Box 952121  
Dallas, TX 75395-2121  
Wire Information: Wells Fargo Bank  
Wire R# 121000248  
ACH R# 021200025  
Account# 2000037641984  
SWIFT Code: WFBUS6S  
For W-9 Form, www.shi.com/W9

**Invoice No. B05234860**

Invoice date 7/14/2016

Customer number 1073293

Sales order S44112818

Finance charge of 1.5% per month will be charged on  
past due accounts - 18%/yr.  
All returns require an RMA# supplied by your SHI  
Sales team.

**Bill To**  
Pender County Sheriff Department  
PO BOX 1449  
Burgaw, NC 28425  
USA

**Ship To**  
PENDER CO SHERIFF DEPT  
605 FREMONT ST  
Burgaw, NC 28425  
USA  
/Earl Moore

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
7/14/2016	Kevin Mariano/Ent-SLED	227	UPS GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
27271133 BR1000G Hardware Schneider Electric Serial #: S3B1619X19137 Serial #: S3B1619X25771 Serial #: S3B1619X25765 Serial #: S3B1619X19136 Serial #: S3B1619X19189 Serial #: S3B1619X25758	APC Back-UPS Pro - UPS - AC 120 V - 600 Watt - 1000 VA - USB Hardware Hardware	6	6	129.00	774.00

Quote: 11874583

Sales Balance	774.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	52.25
<b>Total</b>	<b>826.25</b>
Currency	USD

**Final Details for Order #110-1307906-0453055**[Print this page for your records.](#)**UPS REPLACED  
WORKSTATION C6****Order Placed:** December 14, 2016**Amazon.com order number:** 110-1307906-0453055**Order Total:** \$117.26**Shipped on December 15, 2016****Items Ordered**

1 of: *APC Back-UPS Pro 1000VA UPS Battery Backup & Surge Protector (BR1000G)*  
 Sold by: Amazon.com LLC ([seller profile](#))  
 Business Price

**Price**  
**\$109.85**

Condition: New

**Shipping Address:**

Earl Moore  
 605 E FREMONT ST  
 BURGAW, NC 28425-5115  
 United States

Item(s) Subtotal: \$109.85  
 Shipping & Handling: \$0.00

**Total before tax: \$109.85**

Sales Tax: \$7.41

**Total for This Shipment: \$117.26****Shipping Speed:**

Two-Day Shipping

**Payment information****Payment Method:**

Visa | Last digits: 6505  
 Your PO #: UPS for 911 Console

Item(s) Subtotal: \$109.85  
 Shipping & Handling: \$0.00

**Billing address**

Earl Moore  
 PO Box 1449  
 Burgaw, NC 28425  
 United States

Total before tax: \$109.85  
 Estimated tax to be collected: \$7.41

**Grand Total: \$117.26****Credit Card transactions**

Visa ending in 6505: December 15, 2016: \$117.26

To view the status of your order, return to [Order Summary](#).

**Wireless Communications**

4800 Reagan Dr  
Charlotte, NC 28206-3188  
Phone: 704-597-5220  
Fax: 704-597-1099

AcctNo: 9102591514

**Billing Address:**

PENDER COUNTY SHERIFF'S OFFICE  
P.O. BOX 1449  
BURGAW, NC 28425

**Sales Invoice****W192648**

Date: 8/11/2016  
Due Date: 9/10/2016  
Terms: N30  
Cust PO: 48  
Reference: Order W311529  
Salesman: BWILLIAMS

AcctNo: 9102591514

**Location Address:**

PENDER COUNTY SHERIFF'S OFFICE  
605 E FREMONT ST  
BURGAW, NC 28425-5115

Q25732/W311529  
UPS PURCHASE

**Equipment Details**

<u>Serial Number</u>	<u>Type</u>	<u>Unit / Location</u>	<u>Description</u>	<u>Model</u>	<u>Manufacturer</u>
NA-3			TRIPP LITE: SMARTONLINE 3000VA 2400W UPS	3000VA3000RTXR3U	SYNNEX
NA-4			TRIPP LITE: SMARTONLINE 3000VA 2400W UPS	3000VA3000RTXR3U	SYNNEX
NA-1			TRIPP LITE: SMARTONLINE 3000VA 2400W UPS	3000VA3000RTXR3U	SYNNEX
NA-2			TRIPP LITE: SMARTONLINE 3000VA 2400W UPS	3000VA3000RTXR3U	SYNNEX
<u>Item No</u>	<u>Description</u>	<u>Qty</u>	<u>U/M</u>	<u>Price</u>	<u>Extended</u>
1085190	TRIPP LITE: SMARTONLINE 3000VA 2400W UPS 3U RACK MOUNT 110V / 120V USB DB9 <u>SERIAL NO</u>	4.00	EACH	1,744.04	8,976.15
	NA-1 NA-2 NA-3 NA-4				
1053709	TRIPP LITE: 2 POST RACK/WALL MOUNT KIT FOR 2U & 3U SMART PRO	4.00	EACH	68.98	275.90
WARRANTY	WARRANTY SERVICE	1.00	EACH	1,560.00	1,560.00

**Sales Tax Detail:**

Avalara

Date 9/24/16 Prepared By J.A.

Approved By [Signature]

Account # Amount

252-403300 8812.05

198.21

396.53

9406.86

Total 8812.05

**Remit to:**

Wireless Communications  
P.O. BOX #37904  
Dept. # 125  
Charlotte, NC. 28237-7904  
Ref: W192648

Invoices overdue 30 days will be  
charged 1% interest on balance with  
18% annually.

All goods remain the property of Wireless  
Communications until paid in full.  
Manufacturer's warranty does not cover freight  
or on site labor unless specifically stated.

Non-Taxable Sales: 8,812.05  
Taxable Sales: 0.00  
Sales Tax: SEP 22 2016 594.81

**Total Amount Due 9,406.86**



Federal tax ID: 22-3009648  
290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 888-235-3871  
Fax: 732-805-8669

Please remit payment to:  
SHI International Corp  
P.O. Box 952121  
Dallas, TX 75395-2121  
Wire Information: Wells Fargo Bank  
Wire R# 121000248  
ACH R# 021200025  
Account# 2000037641984  
SWIFT Code: WFBUS6S  
For W-9 Form, www.shi.com/W9

**Invoice No.** B05620294  
**Invoice date** 10/12/2016  
**Customer number** 1073293  
**Sales order** S44557040

Finance charge of 1.5% per month will be charged on  
past due accounts - 18%/yr.  
All returns require an RMA# supplied by your SHI  
Sales team.

**Bill To**  
Pender County Sheriff Department  
PO BOX 1449  
Burgaw, NC 28425  
USA

**Ship To**  
PENDER CO SHERIFF DEPT  
605 FREMONT ST  
Burgaw, NC 28425  
USA  
00000448-00/Earl Moore

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
10/12/2016	Kevin Mariano/Ent-SLED	00000448-00	UPS GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
21921704 BR1300G Hardware APC by Schneider Electric	APC Back-UPS Pro 1300 - UPS - AC 120 V - 780 Watt - 1300 VA Hardware Hardware Contract number: ncr	6	6	155.00	930.00

Quote: 12177683

<b>Sales Balance</b>	<b>930.00</b>
<b>Freight</b>	<b>0.00</b>
<b>Recycling Fee</b>	<b>0.00</b>
<b>Sales Tax</b>	<b>62.78</b>
<b>Total</b>	<b>992.78</b>
<b>Currency</b>	<b>USD</b>



**Atlantic**

MATERIAL RETURNED FOR CREDIT OR EXCHANGE MUST SHOW THIS INVOICE NUMBER. ALL MATERIAL RETURNED FOR CREDIT SUBJECT TO 20% HANDLING CHARGE. OLD UNITS ELIGIBLE FOR EXCHANGE MUST BE RECEIVED WITHIN 30 DAYS. FEDERAL ID# 20-5870527

KENLY  
350 CUMMINS DRIVE  
KENLY, NC 27542-  
(919)2849111

INVOICE NO

006-47387

REMIT TO: P.O. Box 741295  
Atlanta, GA 30384-1295

**BILL TO**

PENDER CO. SHERIFF DEPT  
PO BOX 1449  
BURGAW, NC 28425-

**OWNER**

PENDER CO. SHERIFF DEPT  
605 E FREMONT ST  
BURGAW, NC 28425-  
EARL MOORE - 910 259-7107

PAGE 1 OF 1

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
21-JUL-2016	EARL MOORE		DGFA	SPEC B	ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
31994		21-JUL-2016	D050774498		GEN SET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
138726	40004		/ 410.4		150KW

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN D050774498 LICENSE DGFA

**COMPLAINT** DIGITAL DISPLAY ASSY. GOING OUT  
**CAUSE** CUSTOMER'S REQUEST  
**CORRECTION** REPLACED THE DIGITAL DISPLAY IN THE GENERATOR CONTROLLER WHILE AT THE SITE PERFORMING THE PM SERVICE. JOB COMPLETE  
**COVERAGE** CUSTOMER BILLABLE

1	300-5467	DIGITAL DISPLAY ASSY	ONAN	253.32	253.32
PARTS:					253.32
PARTS COVERAGE CREDIT:					0.00CR
TOTAL PARTS:				253.32	
SURCHARGE TOTAL:					0.00
LABOR:					164.90
LABOR COVERAGE CREDIT:					0.00CR
TOTAL LABOR:				164.90	
MISC.:					0.00
MISC. COVERAGE CREDIT:					0.00CR
TOTAL MISC.:				0.00	
LOCAL STATE					8.36
					19.87

16 AUG 1 2016 PM 2:10

Date 8/17/16 Prepared By [Signature]  
Approved By [Signature]  
Account # 510-404500 Amount 209.11  
209.11  
8.37  
19.84

Total: 446.45  
tax on: 418.23

ALL INVOICES DUE AND PAYABLE TO: P.O. Box 741295, Atlanta, GA 30384-1295

TERMS: NET 10TH PROX unless otherwise specified. A service charge of 1 1/2% per month (effective rate of 18% per annum) will be charged on past due amounts. Any claims for shortages or deductions for erroneous charges must be made within thirty days after receipt of goods.  
WARRANTY: The liability of Cummins Atlantic LLC is limited to the obligations provided in the warranty provisions which are set forth on the reverse side hereof.

SUB TOTAL: 418.22  
TOTAL TAX: 28.23  
TOTAL AMOUNT: US \$ 446.45

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



KENLY  
350 CUMMINS DRIVE  
KENLY, NC 27542-  
(919)2849111

MATERIAL RETURNED FOR CREDIT OR EXCHANGE MUST  
SHOW THIS INVOICE NUMBER. ALL MATERIAL RETURNED  
FOR CREDIT SUBJECT TO 20% HANDLING CHARGE. OLD  
UNITS ELIGIBLE FOR EXCHANGE MUST BE RECEIVED  
WITHIN 30 DAYS. FEDERAL ID# 20-5870527

**INVOICE NO****006-48868**

REMIT TO: P.O. Box 741295  
Atlanta, GA 30384-1295

**BILL TO**

PENDER CO. SHERIFF DEPT  
PO BOX 1449  
BURGAU, NC 28425-

**OWNER**

PENDER CO. SHERIFF DEPT  
605 E FREMONT ST  
BURGAU, NC 28425-  
EARL MOORE - 910 259-7107

PAGE 1 OF 1

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
19-AUG-2016	EARL MOORE		DGFA	SPEC B	ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
31994		18-AUG-2016	D050774498		GEN SET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
139224	40004				150KW

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN D050774498 LICENSE DGFA

COMPLAINT AIR FILTER NEEDS REPLACING AND RAINSHIELD NEEDS REPLACING

CAUSE CUSTOMER'S REQUEST

CORRECTION TRAVELED TO SITE. CHECKED UNIT OVER.  
REMOVED AND REPLACED AIR FILTER. REMOVED AND REPLACED RAIN SHIELD.  
CHECKED OVER. EVERYTHNIG TO SPEC.

COVERAGE CUSTOMER BILLABLE FOR REDUCED LABOR RATE. DUE TO THIS COMING FROM  
THE RESULT OF A PM, NO MILEAGE WILL BE CHARGED FOR THIS  
SERVICE CALL.

1	1	AF947	AF PKG	FLG	31.30	31.30
1	1	155-3180-01	SHIELD-RAIN	ONAN	71.65	71.65

MDC

PARTS:	102.95
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	102.95
SURCHARGE TOTAL:	0.00
LABOR:	358.90
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	358.90
MISC.:	0.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	0.00

LOCAL STATE 9.24  
21.94

Date 9/8/16 Prepared By [Signature]  
Approved By [Signature]  
Account # 510-464500 Amount 230.92  
052-404500 230.92  
9.24  
21.94

Total: 493.03

461.85

ALL INVOICES DUE AND PAYABLE TO: P.O. Box 741295, Atlanta, GA 30384-1295

TERMS: NET 10TH PROX unless otherwise specified. A service charge of 1 1/2% per month  
(effective rate of 18% per annum) will be charged on past due amounts. Any claims for shortages  
or deductions for erroneous charges must be made within thirty days after receipt of goods.

WARRANTY: The liability of Cummins Atlantic LLC is limited to the obligations provided in the  
warranty provisions which are set forth on the reverse side hereof.

SUB TOTAL: 461.85

TOTAL TAX: 31.18

TOTAL AMOUNT: US \$ 493.03

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Office Use Only: 31994

006-48868

Page 1 of 2.



# Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing.  
REMIT TO: Cummins Atlantic  
P.O. BOX 741295  
ATLANTA, GA 30384-1295

KENLY  
350 CUMMINS DRIVE  
KENLY, NC 27542-  
(919)2849111

INVOICE NO
006-58954
REMIT TO: P.O. Box 741295 Atlanta, GA 30384-1295

## BILL TO

PENDER CO. SHERIFF DEPT  
PO BOX 1449  
BURGAU, NC 28425-

## OWNER

PENDER CO. SHERIFF DEPT  
605 E FREMONT ST  
BURGAU, NC 28425-  
EARL MOORE - 910 259-7107

PAGE 2 OF 2

\*\*\* CHARGE \*\*\*

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
14-MAR-2017	EARL MOORE		30600WRU CULTER HAMMER		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
31994		13-MAR-2017	KD01341		GEN SET
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
143406	40004				150KW

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		D050774498		LICENSE DGFA			

LABOR:	649.90
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	649.90
MISC.:	489.20
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	489.20
FUEL SURCHARGE	9.20
ROAD MILEAGE PG/PM	480.00
MISCELLANEOUS SUPPLIES	20.00
LOCAL	13.40
STATE	31.82

PO#1031 Date 3/31/17 Prepared By *[Signature]*  
Approved By *[Signature]*  
Account # Amount  
510-404500 569.55  
922-404500 569.55  
13.40  
31.82  
1184.32  
Total 1139.10

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APR 04 2017

PENDER FINANCE

SUB TOTAL:  
TOTAL TAX: 45.22

TOTAL AMOUNT: US \$ 1,184.32

Billing Inquiries? Call (704) 588-1240

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Office Use Only: 31994 006-58954 Page 3 of 4.



**Sales and  
Service**

# STATEMENT

ADJ	ADJUSTMENT	UC	UNAPPLIED CASH
CO	CORE CREDIT	UD	UNAUTHORIZED DEDUCTION
OE	COUNTER TICKET	WC	WARRANTY CREDIT
OECN	COUNTER TICKET CREDIT	WO	WORK ORDER
PM	PREVENTIVE MAINTENANCE	WOCH	WORK ORDER CREDIT MEMO
SC	SERVICE CHARGE		

P O BOX 7787  
CHARLOTTE, NC 28241 - 7787

**Payment terms are 30  
days from invoice date  
unless otherwise agreed u**

REMIT TO

**FOR ACCOUNT INQUIRIES PLEASE CONTACT:**

TEL (704) 588-1240  
FAX (704) 587-4870

PENDER CO. SHERIFF DEPT  
PO BOX 1449  
BURGAW, NC 28425

31994	03/31/17	1
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CUST NO. STATEMENT DATE PAGE

TO VIEW YOUR STATEMENT AND REPRINT INVOICES ON-  
LINE, LOG ON TO [WWW.CUMMINS-DISTRIBUTORS.COM](http://WWW.CUMMINS-DISTRIBUTORS.COM)  
AND REGISTER USING YOUR CUSTOMER NUMBER.

DATE	INVOICE	DEPARTMENT	DESCRIPTION	AMOUNT	TAX	TOTAL	STATUS
------	---------	------------	-------------	--------	-----	-------	--------

14-MAR-2017	WO	006 58954 EARL MOORE	1184.32	0.00	0.00	0.00	1184.32
-------------	----	----------------------	---------	------	------	------	---------

INVOICE TOTAL	1184.32	0.00	0.00	0.00	1184.32
SERVICE CHARGE TOTAL	0.00	0.00	0.00	0.00	0.00
TOTAL	1184.32	0.00	0.00	0.00	1184.32
CUSTOMER TOTAL	1184.32	0.00	0.00	0.00	

**REMIT TO: P.O. BOX 741295, ATLANTA, GA 30384-1295**

PLEASE PAY  
**1184.32**

PAYMENTS RECEIVED AFTER STATEMENT DATE WILL APPEAR ON THE FOLLOWING MONTH'S STATEMENT.  
NO DISCOUNTS ALLOWED.  
A SERVICE CHARGE of 1 1/2% per month, equal to 18% per annum is charged on all past due accounts.

IF CHECK NOT FOR THIS  
AMOUNT PLEASE EXPLAIN



Federal tax ID: 22-3009648  
 290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 888-235-3871  
 Fax: 732-805-9869

Please remit payment to:  
 SHI International Corp  
 P.O. Box 952121  
 Dallas, TX 75395-2121  
 Wire Information: Wells Fargo Bank  
 Wire R# 121000248  
 ACH R# 021200025  
 Account# 2000037641964  
 SWIFT Code: WFBUS6S  
 For W-9 Form, www.shi.com/W9

**Invoice No. B05517060**

Invoice date: 9/20/2016  
 Customer number: 1073293  
 Sales order: S44164857

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.  
 All returns require an RMA# supplied by your SHI Sales team.

**Bill To**  
 Pender County Sheriff Department  
 PO BOX 1449  
 Burgaw, NC 28425  
 USA

**Ship To**  
 PENDER CO SHERIFF DEPT  
 605 FREMONT ST  
 Burgaw, NC 28425  
 USA  
 1607251/Earl Moore

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
9/20/2016	Kevin Mariano/Ent-SLED	1607251	LICENSE ONLY	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
31840344 DR-B810I-3S11 Hardware Wmnty/Srvce Connected Data	DroboCare - Extended service agreement - advance hardware re Hardware Wmnty/Srvce Service Maintenance From date: 7/26/2016 Maintenance To date: 7/25/2017	1	1	399.00	399.00

Quote: 11925144

Date 11/2/16 Prepared By [Signature]  
 Approved By [Signature]  
 Account # 510-404500 Amount 399.00  
7.98  
18.95  
425.93  
 Total 399.00

Sales Balance	399.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	26.93
<b>Total</b>	<b>425.93</b>
Currency	USD



Federal tax ID: 22-3009648  
 290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 888-235-3871  
 Fax: 732-805-9669

Please remit payment to:  
 SHI International Corp  
 P.O. Box 952121  
 Dallas, TX 75395-2121  
 Wire information: Wells Fargo Bank  
 Wire R# 121000248  
 ACH R# 021200025  
 Account# 2000037641964  
 SWIFT Code: WFBUS6S  
 For W-9 Form, www.shi.com/W9

**Invoice No.** B05367820  
**Invoice date** 8/15/2016  
**Customer number** 1073293  
**Sales order** S44266396

Finance charge of 1.5% per month will be charged on  
 past due accounts - 18%/yr.  
 All returns require an RMA# supplied by your SHI  
 Sales team.

**Bill To**  
 Pender County Sheriff Department  
 PO BOX 1449  
 Burgaw, NC 28425  
 USA

**Ship To**  
 PENDER CO SHERIFF DEPT  
 605 FREMONT ST  
 Burgaw, NC 28425  
 USA  
 16081101/Earl Moore

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
8/15/2016	Kevin Mariano/Ent-SLED	16081101	UPS GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
29074719 WD60EFRX Hardware WESTERN DIGITAL Serial #: WX41DA58P8AF	Red - Hard Drive - 6 TB - Internal - 3.5 in for My Cloud EX2 Hardware Hardware	1	1	236.00	236.00

Quote: 12035593

Date 9/9/16 Prepared By [Signature]  
 Approved By [Signature]  
 Account # 510-406000 Amount 236.00  
4.74  
11.21  
251.95  
 Total 236.00

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 SEP 12 2016  
 [Signature]

Sales Balance	236.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	15.93
<b>Total</b>	<b>251.93</b>
Currency	USD



Federal tax ID: 22-3009648  
290 Davidson Ave.  
Somerset, NJ 08873  
Phone: 888-235-3871  
Fax: 732-805-9669

Please remit payment to:  
SHI International Corp  
P.O. Box 952121  
Dallas, TX 75395-2121  
Wire information: Wells Fargo Bank  
Wire Rt# 121000248  
ACH Rt# 021200025  
Account#2000037641964  
SWIFT Code: WFBUS6S  
For W-9 Form, www.shi.com/W9

Invoice No. **B05504262**

Invoice date 9/16/2016

Customer number 1073293

Sales order S44417508

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.  
All returns require an RMA# supplied by your SHI Sales team.

**Bill To**  
Pender County Sheriff Department  
PO BOX 1449  
Burgaw, NC 28425  
USA

**Ship To**  
PENDER CO SHERIFF DEPT  
605 FREMONT ST  
Burgaw, NC 28425  
USA  
00000357-00/Earl Moore

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
9/16/2016	Kevin Mariano/Ent-SLED	00000357-00	LICENSE ONLY	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
32496996 VESSSTDVSP000000 P No Media Veeam Software	Backup Essentials Std 2 socket bundle for VMware Multiple platforms English No Media Software Contract number: ncr	3	3	842.16	2,526.48
27313782 V-ESSSTD-VS-P024Y-00 Optl upd via downld Veeam Software	1Yr 24/7 Uplift Veeam Essen Std For VMware Multiple platforms English Optl upd via downld Software Contract number: ncr Maintenance From date: 9/14/2016 Maintenance To date: 9/13/2017	3	3	47.51	142.53

Quote: 11149531

PO# 357 Date 9/29/16 Prepared And  
Approved By [Signature]  
Account # 510-466000 Amount 9469.01  
53.38  
146.78  
2849.17  
Total 2669.01

Sales Balance 2,669.01  
Freight 0.00  
Recycling Fee 0.00  
Sales Tax 180.16  
Total 2,849.17  
Currency

**RECEIVED**

SEP 30 2016

PENDER FINANCE



Federal tax ID: 22-3009648  
 290 Davidson Ave.  
 Somerset, NJ 08873  
 Phone: 888-235-3871  
 Fax: 732-805-9669

Please remit payment to:  
 SHI International Corp  
 P.O. Box 952121  
 Dallas, TX 75395-2121  
 Wire Information: Wells Fargo Bank  
 Wire R# 121000248  
 ACH R# 021200025  
 Account# 2000037641964  
 SWIFT Code: WFBUS6S  
 For W-9 Form, www.shi.com/W9

# Invoice No.

**B05234882**

Invoice date  
 Customer number  
 Sales order

7/14/2016  
 1073293  
 S44111453

Finance charge of 1.5% per month will be charged on  
 past due accounts - 18%/yr.  
 All returns require an RMA# supplied by your SHI  
 Sales team.

**Bill To**  
 Pender County Sheriff Department  
 PO BOX 1449  
 Burgaw, NC 28425  
 USA

**Ship To**  
 PENDER CO SHERIFF DEPT  
 605 FREMONT ST  
 Burgaw, NC 28425  
 USA  
 1607131/Earl Moore

Ship Date	Salesperson	Purchase Order	Ship Via	FOB	Terms
7/14/2016	Kevin Mariano/Ent-SLED	1607131	UPS GROUND	FOB DEST	NET 30

Item No. Mfg Part No.	Description	Qty Ordered	Qty Shipped	Unit Price	Extended Price
22645428 DR-B800-2R11 Hardware Drobo	Data Robotics - Rack mounting kit Hardware Hardware	1	1	190.00	190.00

Quote: 11686150

Date 7/15/16 Prepared By [Signature]  
 Approved By [Signature]  
 Account # 252-403300 Amount 190.00  
3.80  
9.03  
202.83

*tot a 190.00*

RECEIVED  
 JUL 15 2016

Sales Balance	190.00
Freight	0.00
Recycling Fee	0.00
Sales Tax	12.83
<b>Total</b>	<b>202.83</b>
<b>Currency</b>	<b>USD</b>



# Wireless Communications

4800 Reagan Dr  
Charlotte, NC 28206-3188  
Phone: 704-597-5220  
Fax: 704-597-1099

AcctNo: 9102591514

## Billing Address:

PENDER COUNTY SHERIFF'S OFFICE  
P.O. BOX 1449  
BURGAU, NC 28425

## Service Invoice

W195506

Date: 10/20/2016  
Due Date: 11/19/2016  
Terms: N30  
Cust PO: 80682017-1 & 2  
Reference: Order W306789  
UNIT #

AcctNo: 9102591514

## Location Address:

PENDER COUNTY SHERIFF'S OFFICE  
605 E FREMONT ST  
BURGAU, NC 28425-5115

Ralph received a call from Missy, call take position stopped working

Serial Number	Type	Unit/Location	Description	Model	Manufacturer
---------------	------	---------------	-------------	-------	--------------

ItemNo	Description	Qty	U/M	Price	Extended
1B	IN FIELD LABOR: Found Call Taker Position not talking to the computer for that position. Swapped USB cables, no change. Removed the CAB (Console Audio Box) and opened it up. Found liquid damage. Replaced with a card from their FRU and got the position back up.	0.00	HOURS	125.00	0.00
REPAIR-IDOELGIN	MOTOROLA REPAIR-ELGIN - Minor Liquid Damage	1.00	EA	184.95	184.95
SHIPPING	SHIPPING - UPS Ground 1264979R0390581036	1.00	EA	11.21	11.21
1B	IN FIELD LABOR: Took unit back to customer and put it into service for testing. Unit came up and is still operating at position 5. The card pulled for Position 5 is now their FRU spare.	0.00	HOURS	125.00	0.00

Date 10/27/16 Prepared By AMA  
Approved By [Signature]  
Account # 252-404500 Amount 196.16  
3.92  
9.31  
209.40  
Total 196.16

RECEIVED  
OCT 31 2016  
PENDER FINANC

## Sales Tax Detail:

Avalara

## Remit to:

Wireless Communications  
P.O. BOX #37904  
Dept. # 125  
Charlotte, NC. 28237-7904



Ref: W195506

Invoices overdue 30 days will be charged 1%% interest on balance with 18% annually.

All goods remain the property of Wireless Communications until paid in full. Manufacturer's warranty does not cover freight or on site labor unless specifically stated.

Taxable Sales: 196.16  
Non-Taxable Sales: 0.00  
Sales Tax: 13.24

Total Amount Due: 209.40

911 Funding Committee Report      David Bone

*b) Approval of ECaTS Funding for FY18  
(vote required)*

Version 4.2a	<b>INSTRUCTIONS:</b> (Double Click)	 
*** PROTECTED ***		

## REQUISITION INFORMATION AND JUSTIFICATION

<b>Name &amp; Title of Requestor:</b> David Corn Network Specialist	
<b>ITS Division or Group:</b> NC 911 Board	<b>Date:</b> 4/3/2017
<b>Description of Request:</b>	This request is for an extension of the existing agreement to provision ECaTS services for additional PSAP Backup Locations. The NC Legislature mandated that all PSAPs have a working Backup Plan by July 1, 2017. Accordingly PSAPs are creating Backup Centers with the equipment similar to or the same as in the current Primary PSAP. This includes the ability to monitor call traffic in the Backup Center.
<b>Justification:</b> (Double Click)	The Statute did not require that each PSAP have its' own backup but that in effect has been the result such that the technical infrastructure that currently consists of Primary PSAPs and a some Backup PSAPs will nearly double including the costs for ECaTS due to the creation of new Centers. ECaTS provides reporting and empirical monitoring of trunks, calls, and call answering positions. Included in this requirement for a Backup is the ability to perform the same services in the Backup that are being performed in the Primary. Currently the annual cost for the Primary PSAPs is \$691,000 and \$211,680 for the Backup PSAPs. The cost for service for the Primary PSAPs should not change. What will increase will be the addition of the Backups. We project that Backup locations will increase to ~\$650,000 per year, an increase of \$479,000. Cost associated with installing RDDMS at backup location are projected to be \$4,000/RDDM X 70 Backup locations = \$280,000. The cost for ECaTS to travel to install RDDMS and make repairs is speculated to be approximately \$100,000 for the year.
<b>Total Dollar Amount:</b>	\$13,552
<b>Cost Recovery Method:</b>	NC 911 Grant Fund
<b>Was this expense included in your spend plan for this FY?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No




<b>Quote # (if known):</b>	<b>Deal # (if known):</b>	<b>Contract # (if known):</b>
<b>Vendor (if known):</b>	<b>Vendor Contact Person (if known):</b>	Tiffany Chambers
<b>Vendor Contact Phone:</b> (916) 787-2227	<b>Vendor Contact Email:</b>	Tiffany Chambers (tchambers@ecats911.com)

<b>Is this a rental or lease?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, STOP filling out this form until you have CONTACTED FINANCE.</b>
<b>Is this covered by a State Term Contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<b>If yes, provide STC #:</b>
<b>Is this covered by a current DIT Agency Contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<b>If yes, provide DIT #:</b>
<b>Is this under a prior P&amp;C or Statewide IT Procurement bid number?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	<b>If yes, provide Bid #:</b>

<b>Is this a requisition for a new contract?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Only fill out this section if you responded YES to the previous question.</b>
<b>Requested Contract Term:</b>		
<b>Is this within your budget?</b>		

<b>Is this a requisition for a contract renewal?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Only fill out this section if you responded YES to the previous question.</b>
<b>Requested Contract Term:</b>	<b>Total Existing Cumulative Contract Value:</b> How much has been spent so far?	
<b>How long has this contract been in place?</b>	Include a time frame for the base contract, along with time frames for any renewals, amendments, and/or option year executions.	
<b>When was the last time this contract was competed?</b>		
<b>Is this maintenance a mandatory requirement, i.e., right to use?</b>		
<b>If not, how much support is utilized from this contract?</b>		
<b>What is the risk of not renewing?</b>		

<b>Is this a Brand Specific request or a Sole Source request?</b>	<input checked="" type="checkbox"/> Brand Specific <input type="checkbox"/> Sole Source <input type="checkbox"/> Neither	<b>Only fill out this section if you chose Brand Specific or Sole Source in the previous question.</b>
<b>Is this a Small Dollar Purchase or Open Market Bid?</b>	<input type="checkbox"/> Small Dollar <input type="checkbox"/> Open Market <input checked="" type="checkbox"/> Neither	<b>If NEITHER Small Dollar nor Open Market, you must complete a Waiver of Competition Justification: (Double Click)</b>
 <p>Waiver of Competition</p>		

ASSET REQUISITION REQUEST

SPECIAL INSTRUCTIONS

Type instructions here. Adjust row height if needed. <Alt><Enter> for carriage return line feed (↵)

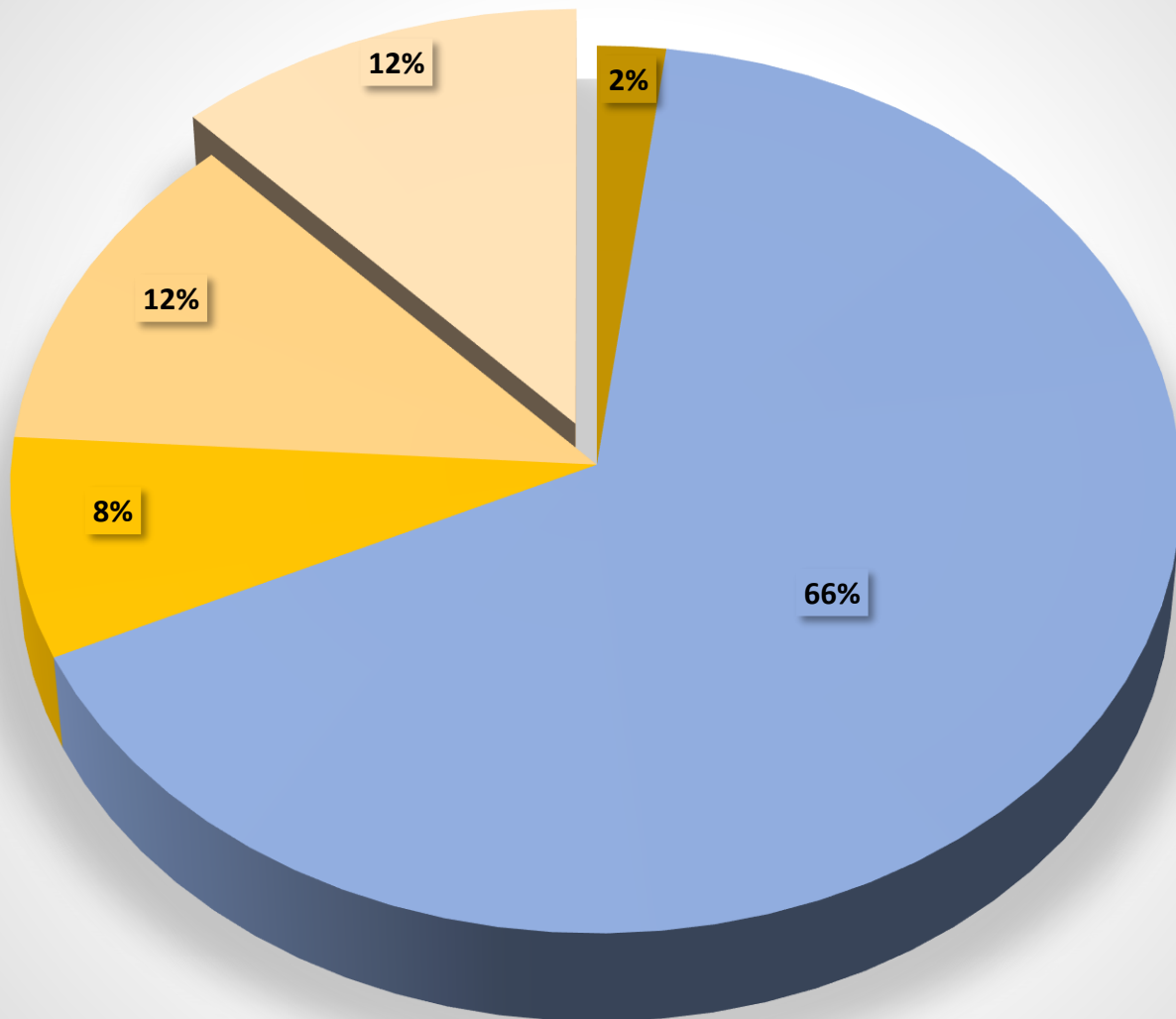
Calculate Button

Macro Color

		INSERT / DELETE ROWS BETWEEN ORANGE CELLS	*** 4 Lines Were Processed on 4/4/2017 3:37:59 PM by 04042017 MT ***										*** Asset Registration Information ***				
Pattern	EG / ES	*** Select Drop Down Values ***			XXX-XX						MM/DD/YYYY						
Line	Good or Service	Asset Type	Description	Part Number	Commodity Code	Ariba Unit Cost	Qty	Ariba Total	Account	Cost Center	Need-By Date (If Applicable)	Remedy Unit Cost	Remedy Receiving Console Create Assets?	Tier 1	Tier 2	Tier 3	
1	ES		Installation of RDDM quantity 70 backup		909-22	4,000.00	70	280,000.00	532199	29005003012		4,000.00	NO				
2	ES		Monthly service charge to gather data from RDDM. Number of RDDMs 128 at \$450. per month. *12		909-22	57,600.00	12	691,200.00	532199	29005003012		57,600.00	NO				
3	ES		Monthly service charge to gather data from RDDM. Number of RDDMs 98 at \$180. per month.*12		909-22	17,640.00	12	211,680.00	532199	29005003012		17,640.00	NO				
4	EG		RDDM Installation and repair travel		425-60	100,000.00	1	100,000.00	532199	29005003012		100,000.00	NO				
		END						Subtotal			1,282,880.00						
								Sales Tax	0.00%			0.00					
								GRAND TOTAL			\$1,282,880.00						

911 Funding Committee Report     David Bone  
c) Approval of FY18 Budget  
*(vote required)*

## Estimated FY2018 Revenue Breakdown



- Administrative Expenditures
- PSAP Distribution
- CMRS Cost Recovery
- NG 911 Expenditures
- Estimated Fund Balance FY2018

NC 911 Board Proposed Budget 2017-2018

ADMINISTRATIVE EXPENDITURES			Approved Budget SFY2017	ESTIMATED JUNE 30, 2017 Expenses	Proposed Budget SFY2018	COMMENTS
SPA-Reg Salaries	531212	290053500	465,631	356,641	538,245	8 FTE (includes Network Analyst and Financial Review Specialist)
EPA&SPA Longevity Pay	531462	290053500	4,199	4,473	5,868	
Social Sec Contrip-Recpt	531512	290053500	35,942	27,369	41,625	
Reg Retire Contrib Recpt	531522	290053500	71,978	58,965	87,711	
Med Ins Contrib-Recpt	531562	290053500	40,212	30,106	43,768	
UNEMP Comp Payments to DE			1,000	0	1,000	
Flexible Spending	531576	290053500	1,000	900	1,500	
NONTAX Emp Cell Ph Reimb	531664	290053500	840	840	840	
Lapsed Salaries	531523	290053500	12,359	4,013	12,359	
Personnel Services Total			\$ 633,161	\$ 483,307	\$ 732,916	
Legal Services	532110	290053500	36,000	34,174	36,000	DOJ
Finan/Audit Services	532120	290053500	35,000	35,000	35,000	911 Board Audit/OSA Hours
IT Subscription Support	53214B	290053500	93,000	33,000	93,000	DIT Overhead cost allocation- Moving to Phillips Bldg Contract personnel costs for analyzing, designing, and/or implementing support for a system or systems modification. Programming data entry.
Other Information Technology Services	532140	290053500	5,000	0	5,000	
IT Project Management/Analysis Services	532149	290053500	125,000	0	125,000	DIT/Proj Mgr - Board projects - Board Approved NG Project
Admin Services - Temp Agency	5321700002	290053500	80,000	74,559	100,000	911 Special Projects - Board Minutes
Miscellaneous Contractual Service	532199	290053500	10,000	456	10,000	
Miscellaneous - Training	532199028	290053500	15,000	5,800	15,000	PSAP Training
Workshop/Conf-Exp (Contractual)	532199900	290053500	75,000	51,494	75,000	PSAP Managers Meetings/ Board workshop
Workshop/Conf-Room Rental	532513900	290053500	10,000	2,206	10,000	PSAP Managers Meetings/ Board workshop
Contractual Services Total			\$ 484,000	\$ 236,689	\$ 504,000	
Rent/Lease Motor Vehicle	532521	290053500	29,549	25,081	29,549	4 FTE (.36 per mile & 35.00 per each insurance-maint.)
Rent/Lease-Voice Comm Equip	532523	290053500	360	2,772	1,200	
Operational Services Total			\$ 29,909	\$ 27,853	\$ 30,749	
Travel expenses - 8 FTE & Contractor						
Trans Air-Out State	532712	290053500	10,000	3,500	10,000	NENA, NASNA, APCO
Transp-Grnd In-State	532714	290053500	4,000	3,477	4,000	
Trans Grnd-Out In State	532715	290053500	600	200	600	
Transp Other In State	532717	290053500	1,200	950	1,200	
Transp-Other Outstate	532718	290053500	600	350	600	
Lodging In-State	532721	290053500	40,000	22,472	40,000	

NC 911 Board Proposed Budget 2017-2018

			Approved Budget SFY2017	ESTIMATED JUNE 30, 2017 Expenses	Proposed Budget SFY2018	
ADMINISTRATIVE EXPENDITURES	Account	Cost Center				COMMENTS
Lodging Out-State	532722	290053500	9,000	4,500	9,000	
Meals- In State	532724	290053500	22,500	10,970	22,500	
Meals-Out state	532725	290053500	3,000	1,500	3,000	
Travel - Staff Total			\$ 90,900	\$ 47,919	\$ 90,900	
BD/Non-Emply Transp	532731	290053500	4,000	2,095	4,000	
BD/Non-Emply Subsis	532732	290053500	14,500	11,464	14,500	
BD/Workshops-Conference Expense	532732900	290053500	6,350	4,105	6,350	Board Meeting, Standards, NG911, Funding, Education, PSAP Mgrs Mtg
Board Member Total			\$ 24,850	\$ 17,664	\$ 24,850	
Telephone Service	532811	290053500	7,560	4,480	7,560	8 FTE - 1 contractor
Telecommun Data Charge	532812	290053500	2,800	1,481	2,800	
Teleconference charges	532813	290053500	2,000	869	2,000	
Cellular Phone Services	532814	290053500	3,000	1,997	3,000	
Email and Calendaring	532815	290053500	940	160	500	
Electronic Services	532827	290053500	5,600	2,841	5,600	Electronic Document Management per seat cost
Managed Desktop Services	532828	290053500	8,800	9,434	15,000	per seat cost
Pos, FR&DEL Postal Meter	532840001	290053500	25	52	75	
Pos, FR&DEL Postal Meter	532840002	290053500	10	277	300	
Pos, FR&DEL Postal Meter	532840003	290053500	750	50	750	
Print, Bind, Duplicate	532850	290053500	2,000	14	2,000	Public Education Materials
Advertising	532860	290053500	75,000	8,333	15,000	Public Education
Property Insurance	532911	290053500	14	82	100	
Registration Fees	532930	290053500	4,500	4,500	4,500	
Training	532942	290053500	4,000	0	4,000	
Membership Fees	535830	290053000	6,000	1,600	4,000	NENA/APCO & Next Gen 911
Supplies	533110	290053500	2,000	2,220	4,000	
Gasoline	533310	290053500	0	81	350	
Diesel Fuel	533320	290053500	0	242	600	
Other Purchased Services Total			\$ 124,999	\$ 38,390	\$ 72,135	
Furn-Office	534511	290053500	2,000	256	2,000	
Computer and Printer Purchases	534534	290053500	3,500	80	3,500	
Oth Equip Audio/Visual	534539001	290053500	4,000	4,000	10,000	
Equipment Total			\$ 9,500	\$ 4,336	\$ 15,500	

NC 911 Board Proposed Budget 2017-2018

ADMINISTRATIVE EXPENDITURES			Approved Budget SFY2017	ESTIMATED JUNE 30, 2017 Expenses	Proposed Budget SFY2018	COMMENTS
Account	Cost Center					
TOTAL			\$ 1,397,319		\$ 1,471,050	
NG 911 Fund 10%				Proposed SFY2018 Budget		
Contractual Services	532199	292061000	\$ 10,000,000			

# NC 911 Board Proposed Budget 2017-2018

			Approved Budget SFY2017	ESTIMATED JUNE 30, 2017 Expenses	Proposed Budget SFY2018	COMMENTS
<b>CMRS Cost Recovery &amp; PSAP Expenditures</b>						
CMRS Statutory Distri/911	536501	29004000	9,000,000	7,400,000	8,500,000	<i>Cost Recovery</i>
PSAP Statutory Distri/911	536501	29005002	54,000,000	54,631,376	55,000,000	<i>PSAP Distribution/Reconsiderations/Secondary PSAPs</i>
			<b>\$ 63,000,000</b>	<b>\$ 62,031,376</b>	<b>\$ 63,500,000</b>	

# NC 911 Board Proposed Budget 2017-2018

Grants			Budget SFY2017	Proposed Budget SFY2018	COMMENTS
PSAP Fund Balance Estimated Year-End:			18,618,895	8,708,394	<i>Estimated Remaining PSAP fund balance transferred during 1st quarter FY2018</i>
Encumbered for Open Awards:			536501	29005003	<i>This amount is subject to change due to payments made after budget approval.</i>
			<u>\$ 39,889,286</u>	<u>\$ 43,248,442</u>	
			Possible Carry Forward FY2016 COMMENTS		
Current Status of Grants Contracts:					
Statewide Grants (ongoing)					
ECaTs Call Tracking System (04/30/2015)	532199	29005003012	135,161		
Interpretive Services	532199	29005003042	1,052,558		
IMAGE 16	536501	29005003038	953,313		
IMAGE 17	536501	29005003043	3,710,295		
Total			\$ 5,851,327		
Public Safety Answering Point Grants:					
Rockingham -2012 Consolidation Multiple Ctrs (06/30/2015)	536501	29005003017	220,959		
Lenoir/Jones 2013 Consolidation (12/31/2014)	536501	29005003021	185,369		
Anson 2014 Enhancement/Replacement (06/30/2015)	536501	29005003024	151,566		
Henderson 2014 PSAP Relocation (06/30/2015)	536501	29005003027	166,706		
Hertford 2014 PSAP Consolidation (06/30/2016)	536501	29005003028	32,408		
Dare-Tyrrell Consolidation (06/30/2018)	536501	29005003036	1,746,946		
Graham 911 Relocation & Tech Refresh	536501	29005003039	3,212,856		
Hyde/Dare/Tyrell Regional Emergency Center	536501	29005003040	773,882		
Richmond Co Communications Consolidation	536501	29005003041	6,072,280		
Catawba G2017-1A	536501	29005003056	296,827		
Chowan G2017-2	536501	29005003044	247,917		
Forsyth G2017-3	536501	29005003045	1,085,000		
Halifax G2017-4	536501	29005003046	2,000,000		
Lincoln G2017-6	536501	29005003047	2,000,000		
Martin G2017-7	536501	29005003048	4,315,437		
McDowell G2017-8A	536501	29005003057	63,822		
Mitchell G2017-9	536501	29005003049	2,000,000		
Moore G2017-10	536501	29005003050	586,404		
Pasquotank G2017-11	536501	29005003051	1,010,779		
Perquimans G2017-12A	536501	29005003058	176,206		
Rocky Mount G2017-13A	536501	29005003059	166,749		
Rowan G2017-14	536501	29005003052	862,905		
Shelby G2017-15	536501	29005003053	920,993		
Washington G2017-16	536501	29005003054	344,524		
Wilson G2017-17	536501	29005003055	48,185		
Total			\$ 28,688,721		

# NC 911 Board Proposed Budget 2017-2018

Revenue			Budget SFY2017	Actuals SFY2014	Actuals SFY2015	Actuals SFY2016	Estimated Ending Balances FY2017	Proposed Budget SFY2018
<b>CMRS Fund:</b>								
CMRS Revenue	435500	29004000	8,008,222	8,911,847	9,036,276	8,541,707	6,750,237	6,817,739
<b>PSAP Fund:</b>								
Wireless (Derived from CMRS Receipts)	435500118	29005002	32,032,857	35,647,391	36,145,102	34,166,831	32,756,656	33,084,223
Wireline Receipts	435500118	29006001	12,610,310	16,369,002	15,303,835	12,693,888	11,541,150	11,656,562
VOIP Receipts	435500118	29006002	11,207,460	9,338,461	9,401,250	11,431,637	11,001,970	11,111,990
Prepaid Wireless Receipts	435500118	29006003	9,474,585	4,826,568	8,825,064	10,516,404	11,246,020	11,358,480
subtotal:			73,333,434	75,093,269	78,711,527	77,350,467	73,296,033	74,028,993
<b>Next Generation 911 Fund 10%</b>								
NG 911 Revenue	435500118	292061000	8,148,160	0	0	4,921,454	8,046,436	8,126,901
<b>Admin Fund:</b>								
Administrative 1%	434160002	290053500	733,334	750,933	787,118	800,660	722,201	729,423

INTEREST			Proposed SFY2017	Estimated SFY2017	Proposed SFY2018
<b>INTEREST EARNED:</b>					
Interest/div Invest/Plan CMRS	433120	29004000	25,000	39,094	40,000
Interest/div Invest/Plan PSAP	433120	29005002	80,000	79,059	82,000
Interest/div Invest/Plan Admin.	433120	290053500	20,000	25,291	30,000
Interest/div Invest/Plan Grant	433120	29005003	250,000	211,621	250,000
Interest/div Invest/Plan NG 911	433120	292061000	22,000	62,377	120,000
Total			<b>397,000</b>	<b>417,442</b>	<b>522,000</b>

\*\*Interest amount is provided by Office State Treasury

## NC 911 Board Proposed Budget 2017-2018

TRF FUND			Approved Budget SFY2017	Estimated Year-End Total SFY2017	Proposed SFY2018	COMMENTS
TRF Expenditure	538125	29102600	\$ 12,800,000	\$ 11,211,776	\$ 12,800,000	Pass through to DHHS
TRF Revenue Interest	433110	29102600	\$ 8,000	\$ 12,051	\$ 15,000	
TRF Revenue	435500	29102600	\$ 12,800,000	\$ 11,211,776	\$ 12,800,000	

	Approved Budget SFY2017	Proposed Budget SFY2018
<b>911 Board FY2018 Budget Roll-up</b>		
Int/Div on Investments	\$397,000	\$522,000
<b>Admin Fund 1% Estimated Revenue</b>	\$722,201	\$729,423
<b>Admin Fund 1% Use of Fund balance</b>	\$675,118	\$741,627
Total	\$1,397,319	\$1,471,050
<b>Operational Cost - Admin Fund 1%</b>		
Personnel Services	\$633,161	\$732,916
Contractual Services	\$484,000	\$504,000
Operational Services	\$29,909	\$30,749
Travel - Staff	\$90,900	\$90,900
Travel-Subsistence - Board Member	\$24,850	\$24,850
Other Purchased Services	\$124,999	\$72,135
Equipment	\$9,500	\$15,500
Total	\$1,397,319	\$1,471,050
<b>Revenue/Expenditures balance</b>	\$0	\$0
<b>CMRS Estimated Budget Revenue</b>	\$6,750,237	\$6,817,739
<b>PSAP Estimated Budget Revenue</b>	\$66,545,796	\$67,211,254
Total	\$73,296,033	\$74,028,993
<b>Statutory Expense</b>		
CMRS Statutory Distribution/911	\$9,000,000	\$8,500,000
PSAP Statutory Distribution/911	\$54,000,000	\$55,000,000
Total	\$63,000,000	\$63,500,000
<b>Revenue/Expenditures balance</b>	\$10,296,033	\$10,528,993
<b>Grant Encumbered Fund Balance</b>	\$41,885,246	\$34,540,048
<b>Statutory Expense:</b>		
Grant Statutory Distribution/911	\$41,885,246	\$34,540,048
Total	\$0	\$0
<b>NG 911 10% Estimated Revenue</b>		\$8,126,901
<b>NG 911 10% Use of Fund balance</b>		\$1,873,099
Subtotal	\$0	\$10,000,000
<b>NG 911 Fund 10% Operating Expense</b>		
Contractual Services	\$0	\$10,000,000
<b>Revenue/Expenditures balance</b>	\$0	\$0

	Approved Budget SFY2017	Proposed Budget SFY2018
<b>911 Board FY2018 Budget Roll-up</b>		
<b>TRS FUND (Pass thru)</b>		
TRS Revenue	\$12,800,000	\$12,800,000
TRS Revenue Interest	\$8,000	\$15,000
	<u>\$12,808,000</u>	<u>\$12,815,000</u>
TRS Expenditure	<u>\$12,800,000</u>	<u>\$12,800,000</u>

As of March 31 2017	Fund Balance
Admin 1% Fund	\$2,167,735
CMRS Fund	\$5,869,620
PSAP Fund	\$7,952,164
Grant Fund	\$37,633,476
NG 911 10% Fund	\$10,246,819

PSAP Funding Reconsideration Distribution													Remaining Balance	FY2017 Funding Approved PSAP Distribution	Total Distributed FY2017
FY2017	FY2017 Reconsideration Amount	Jul/2016	Aug/2016	Sep/2016	Oct/2016	Nov/2016	Dec/2016	Jan/2017	Feb/2017	Mar/2017	Jun/2017				
Caswell Co 911	\$260,207.34												\$260,207.34	\$254,588.74	\$514,796.08
Martin Co 911	\$154,335.96								(21,362.00)				\$132,973.96	\$248,057.26	\$402,393.22
Perquimans Co 911	\$374,486.75												\$374,486.75	\$136,353.25	\$510,840.00
Pitt Co 911	\$242,227.00												\$242,227.00	\$561,004.47	\$803,231.47
Vance Co 911	\$197,455.19												\$197,455.19	\$460,228.35	\$657,683.54
Rocky Mount	\$127,573.41												\$127,573.41	\$311,074.33	\$438,647.74
Northampton	\$228,861.30												\$228,861.30	\$170,312.99	\$399,174.29
Iredell	\$904,542.58												\$904,542.58	\$366,344.29	\$1,270,886.87
Chowan	\$388,840.56												\$388,840.56	\$162,853.84	\$551,694.40
Washington (on hold)	\$261,447.28												\$261,447.28		
													\$3,118,615.37		
Reconsiderations already included in current PSAP funding															
Davie	\$127,835.46														
Greensboro	\$887,259.02														
Charlotte Fire	\$95,440.95														
Person	\$483,429.75														
Randolph	\$1,179,019.91														
Rutherford	\$90,333.08														
	NOT Approved														
Total PSAP Funding FY2017		\$54,737,597.86													

# 911 Funding Committee Report

## David Bone

### *d) Update On PSAP Funding Model Task*

# Standards Committee Update

## a) Update on Peer Review

Donna Wright



# Status of Back-up PSAP Compliance

Richard Taylor

# Regional PSAP Managers Meetings and July 911 Board Meeting Logistics

Richard Taylor

**Central Region PSAP Managers Meeting**

Wednesday, July 12, 2017

10:00 am

Community Room

Rick Rhyne Public Safety Building

302 S McNeil St.

Carthage, NC

**SouthEast Region PSAP Managers Meeting**

Thursday, July 13, 2017

10:00 am

Sampson County Agri-Exposition Center

Heritage Hall

414 Warsaw Road

Clinton, NC

**NorthEast Region PSAP Managers Meeting**

Wednesday, July 19, 2017

10:00 am

Perquimans County Recreation Center

310 Granby St.

Hertford, NC

**West Region PSAP Managers Meeting**

Thursday, July 27, 2017

10:00am

#20 Canoe Lane

Woodfin, NC