

### NORTH CAROLINA 911 BOARD MEETING June 22, 2018 3514 Bush Street 10:00 AM – 12:00 PM

## Call to Order Eric Boyette

### Roll Call Pokey Harris

## Tab 1 Chairman's Opening Remarks Eric Boyette

# Tab 2 Ethics Awarness/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.

## Tab 3 Public Comment Eric Boyette

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:**

# Tab 4 Consent Agenda (Consent Vote Required) Pokey Harris

## 4 a) Minutes of Previous Meeting 1) April 20, 2018 – Corrections

2) May 18, 2018

### North Carolina 911 Board Meeting MINUTES Banner Elk Room 3514 Bush Street, Raleigh, NC April 20, 2018 10:00 AM – 12:00 PM

Members Present	Staff Present	<u>Guests</u>
David Bone (NCACC) Martin County	Niki Barnes (DIT) - WebEx	Ron Adams, Southern Software
Secretary Eric Boyette (NC CIO) Board Chair	Tina Bone (DIT) - WebEx	Jeryl Anderson, Orange Co
Heather Campbell (CMRS) Sprint	Richard Bradford (DOJ)	Randy Beaman, CCES
Chuck Greene (LEC) AT&T	Ronnie Cashwell (DIT)	Rachel Bello, Wake Co
Jeff Ledford (NCACP) City of Shelby PD	Pokey Harris (DIT)	Larry Bickford, SCA
Niraj Patel (CMRS) Verizon	Danette Je <mark>rni</mark> gan (DIT)	Daniel Bignall, CMPD 911
Mike Reitz (APCO) Chatham Co 911	Gerry Means (DIT)	Wendy Bignall, CMPD 911
Jeff Shipp (LEC) Star Telephone	Marsha Tapler (DIT)	Thomas Brake, Medic 911
Jimmy Stewart (NCAREMS) Hoke Co 911	Richard Taylor (DIT)	Nikki Carswell, Iredell 911
Slayton Stewart (CMRS) Carolina West Wireless		Tiffany Chambers, ECATS
Donna Wright (NENA) Richmond Co Em. Services		Greg Foster, Alex Co 911
Amy Ward (LEC) CenturyLink		Vern Grindstaff, Mitchell County
		Greg Hauser (NCSFA) Charlotte FD
Members Absent	Staff Absent	Jesus Lopez, DIT
Eric Cramer (LEC) Wilkes Communication		Tim Lorello, SecuLore Solutions
Andrew Grant (NCLM) Town of Cornelius		Ricky Mann, Tarboro PD
Len Hagaman (Sheriff) Watauga County		Tim McCurry, AT&T
John Moore (VoIP) Spectrum Communications		P. Mitchell McKinney, Apex PD
		Melanie Neal, Guilford Metro 911
		Dominick Nutter, Raleigh-Wake 911
		Phil Penny, MCP
		David Poston, CMPD
		Marc Pruitt, Iredell 911
		Craig Schulz, MCP
		Brian Smith, AT&T
		Jason Steward, Martin 911
		Candy Strezinski, Iredell 911
		James Stumbo, SCA
		Rick Thomas, Apex PD
		Corinne Walser, MEDIC
		Jacob Willis, Mitchell Co 911

	Stephanie Wiseman, Mitchell Co 911
	Kathy Young, Mitchell Co 911

**Call to order**—Chairman Boyette called the meeting to order at 10:06 AM, welcoming everyone and thanking them for participating. Chairman Boyette asked Mr. Taylor to call the roll of attendees.

- 1. Chairman's opening remarks—Chairman Boyette asked Mr. Taylor to proceed with the telecommunicator recognition. Mr. Taylor announced that Greg Hauser had resigned from the Board to accept a job with the State. Mr. Hauser has previously served on the Technology and Standards Committees, and has been an asset to both groups, also acting as representative of the Firefighters Association. On behalf of the NC 911 Board, Mr. Taylor thanked Mr. Hauser for his service and presented him with an appreciation award followed by photos and a round of applause throughout the room. Mr. Hauser thanked the Board and stated his desire to continue working with the NC 911 Board in the future.
- Mr. Taylor played an audio/video clip of a February 2, 2018 incident in Mecklenburg County. A man had been walking around a parking lot with an object in his hand, identified by investigators as a knife. The man's mother had called 911, and firefighters and medics had arrived to assist him. They asked police to come as well. The telecommunicator stayed on the line with the woman as officers arrived. Per sources, the man had been agitated and was waving the knife. Once police arrived he began charging at the officers in a threatening manner until he was shot by them. Mr. Taylor asked Operations Manager at Mecklenburg EMS Agency Corinne Walser, to come up and share some of the backstory. The telecommunicator who took the call was a 19-year-old trainee, who then passed the call to a more experienced telecommunicator. Both did their best to calm the mother during the incident. Wendy Bignall of the Charlotte-Mecklenburg Police Department peer support team talked through the 911 call and helped the MEDIC Telecommunicators process the incident. Mr. Taylor noted how important it is to recognize telecommunicators for the work they do, not just for their communities but also for their colleagues. It's easy to forget that they can be impacted by the calls they receive. Mr. Taylor presented a plaque to Ms. Bignall which was followed by a round of applause.
- 2. Ethics Awareness/Conflict of Interest Statement—Chairman Boyette read the Ethics
  Awareness/Conflict of interest statement printed in the agenda. David Bone advised he had a conflict with agenda item 6b so he would be abstaining from that vote.
- **3. Public Comment**—Chairman Boyette read the invitation to public comment printed in the agenda, but no one had pre-registered to speak and no one present or on the phone asked to.
- 4. Consent Agenda—Chairman Boyette asked Mr. Taylor to proceed with the consent agenda.
- a) Mr. Taylor reported he has not received any comments or corrections since sending the draft March 23<sup>rd</sup>, 2018 minutes out for review earlier in the week, so they will be posted as accepted.
- **b)** Mr. Taylor observed the grant fund balance stands at \$11,400,150 unencumbered and \$24,597,080 encumbered. He noted that the NG911 fund currently contains \$21,797,925 after disbursements amounting to \$1,870, observing that deployments would start in May and expenditures would be apparent at that time. He reported the CMRS fund balance is \$5,759,658 after disbursements of \$135,245, while the PSAP fund received \$1,132,038 in pre-paid revenue for the month, which, when coupled with normal expenditures, yields a current balance of \$12,521,427. Donna Wright offered a motion to accept the consent agenda as presented, Chuck Greene seconded, the motion carried unanimously.
- 5. Executive Director Report—

- **a)** Update on State Plan Project—Mr. Taylor reports this is still in procurement. They are continuing to work through the procurement process. He introduced Jesus Lopez, the Project Manager, and thanked him for working on the project. He hopes to have some progress to report at the next Board Meeting.
- **b)** Chairman Boyette's Roadshow to Davidson Co 911 & Harnett Co 911—Mr. Taylor shared the pleasant experience they had at Davidson County 911 center, where they make their own road signs. Jeff Shipp, Pokey Harris, the Sheriff of Harnett County, the 911 Director, and the County Manager all attended the Harnett County tour. They had very productive conversation about issues and got helpful input. Chairman Boyette shared his thoughts that these visits are providing valuable insight both to him and to the Board members that attend. Mr. Taylor stated the next Roadshow visit should be to Franklin County.
- c) National Telecommunicator Week Activities—April 8 14, 2018 is National Public Safety Telecommunicators Week. Mr. Taylor noted that the NC 911 Board Facebook page recognized telecommunicators for their service and professionalism while DIT tweeted their thanks. Governor Cooper proclaimed this National Telecommunicators Week for 2018.
- d) Request from Lincoln County for Grant Extension—Lincoln Co had received a grant to construct a new building and ran into delays in that construction. Mr. Taylor explained that they are asking for a 12-month extension until November 30, 2019 to complete the project but are not asking for any additional funding. Staff's recommendation is to grant Lincoln County a 12-month extension on their grant. David Bone put forth the motion to accept Staff's recommendation, Donna Wright seconded the motion and it carried unanimously.

### 6. Grant Committee Report—

- a) Update on Franklin-Halifax-Warren County Grants—Slayton Stewart said the Grant Committee met the day before to discuss several topics, the first of which being the Board's request from the January 26th board meeting for the committee to reach out to the Franklin/Halifax/Warren Counties asking them to provide additional information to their grant applications. A meeting was held February 26, 2018 where Halifax County, requested termination of their existing grant, 2017-4, and asked that their 2018-B grant be withdrawn. The Grant Committee recommends that the Board accept the termination of 2017-4 grant. Warren County did not respond, but their grant application was for equipment to be installed in the proposed Halifax County facility. Their grant application would therefore be moot. Staff informed the committee that Halifax County is expected to complete another grant application that will address the issue of the withdrawal of grant 2018B and advised that Franklin/Halifax/Warren Counties expect to continue their efforts towards a regional 911 backup center. Franklin County provided additional information regarding their 2018B grant application for the enhancement of their radio system. This project provides backup PSAP communication capability and the county has already invested funds into the project. The grant funds would complete the project. The Grant Committee recommends approving the \$1.2 million grant to Franklin County. Mike Reitz made a motion for the Board to accept the termination of the 2017-4 grant application for Halifax County. Donna Wright seconded the motion and the motion passed. Mr. Reitz made a motion for the Board to approve the \$1,204,482 grant to Franklin County. Ms. Wright seconded the motion and the motion passed.
- **b)** Martin County/Mitchell County Request for Additional Funding—Mr. Taylor introduced representatives from Martin and Mitchell Counties attending the meeting. Vern Grindstaff, Chairman of the Board of Commissioners in Mitchell County, explained to the Board that both construction projects had bids over the grants they received. He reminded the Board that Mitchell County has been operating out of a FEMA mobile home since 2000 and they desperately need this grant to build a facility.

Larry Bickford of Schrader Group Architecture and Jim Stumbo of Stewart Cooper Newell Architects gave a presentations\_to explain why additional funds were needed. He They stated that the costs of building construction are on the rise and that these types of facilities are difficult to find bidders/suppliers for since the projects are small but challenging and therefore less profitable for builders. Martin County had estimated building costs for a 7284 sq. ft. facility at \$5,753,000 with a construction budget of \$2,549,000 with an estimated cost of \$350/sq. ft. In May 2016, they were awarded a grant of \$4,472,937 and had to reduce the square footage to 5170 with an estimated cost of \$462/sq. ft. Total construction budget now estimated at \$2,391,487 and the lowest bid was \$3,272,365. They are requesting an additional \$880,878.

Mitchell County reduced their planned facility from 4838 sq. ft. to a smaller 3105 sq. ft. They have pared the building down as much as possible. They are requesting an additional \$1,163,000 funding. Mr. Bickford pointed out that if the Board does not grant these additional funds and these projects are delayed the costs will only rise, they will not decrease. These projects are both in remote counties and must meet compliance codes; contractors are not as interested in them as in other, more profitable projects.

Mr. Stewart stated that the Grant Committee recommends that these requests and any such requests in the future must be reviewed within a grant cycle. Mr. Reitz commented that this would require Martin/Mitchell Counties to rebid for these projects. Phil Penny of Mission Critical Partners reminded the Board that if these requests are not approved any progress made on these projects would stop, new bids would have to be made and costs would more than likely rise. Chairman Boyette asked if there was a motion to approve the recommendation of the Grant Committee, Jeff Shipp put forth the motion and was seconded by Chuck Greene. The motion failed with 3 votes in favor and 4 against. Mike Reitz made a motion to approve the additional funding for both Martin and Mitchell County. Donna Wright seconded the motion. The motion passed with 4 votes in favor and 2 against.

7. **Defining PSAP Consolidation and Colocation**—Richard Taylor said that discussion on this topic had occurred at the committee level. He and the Chairman believe more discussion is needed. Mr. Taylor recommends the topic be tabled until the May meeting to get additional committee input before creating a policy for consolidation and colocation.

### 8. 911 Funding Committee report—

- a) FY 2018-2019 Budget Approval—David Bone reminded the Board they had seen a draft budget at last month's meeting. The Funding Committee reviewed minor changes made and unanimously recommends approval of this budget. Marsha Tapler said the only changes made were to the receipts reflecting the 65¢ increase in surcharge fee, each line item under receipts represents the new rate for revenues received. David Bone made a motion to accept the Funding Committee's recommendation and Amy Ward seconded. The motion passed unanimously.
- **b)** Pitt County Funding Reconsideration—David Bone reported that Pitt County is asking for a funding reconsideration for its backup PSAP implementation. They are asking for the funding reconsideration to cover contracts for their phone system and equipment. The previous reconsideration request was based on a lower estimate that was approved by the Board in FY2017. Pitt County was unable to complete the project due to contractor scheduling issue as relayed to the 911 Board in an April 17, 2017 letter. Pitt County's approved funding for FY2018 is \$531,000.33. The Funding Committee unanimously recommends approval of the Pitt County reconsideration request and recommends to increase the current funding for FY2018 to \$941,835.10 which includes capital purchases and maintenance needs for \$410,834.77. Marsha Tapler added that the past reconsideration was lower, the cost has increased since they did not meet their deadline. David Bone put forth the motion and was seconded by Donna Wright. The motion passed unanimously.

### 9. Education Committee Report—

a) Update on Telecommunicator Certification Summit—Education Committee Chair Jimmy Stewart reported that the educational summit on April 12<sup>th</sup> in Greensboro was very successful. The event was very well attended and there were many suggestions made that the subcommittee will go through. The two main topics brought up were who is this certification going to reside with and a task analysis for position vs. the state requirements for certification program. That will be discussed at the next subcommittee meeting and hopefully will be brought to the next Board meeting. Richard Taylor thanked the Board members who attended for their participation and for their interest in the process. Pokey Harris commented that many key stakeholders attended and that it contributes to the validity of this project. She also mentioned that a vote occurred asking if the same stakeholders should attend a future meeting with a 96 percent response in the affirmative. She hopes to have the next meeting in June for further discussion on the topics suggested.

### 10. Technology Committee report—

- a) Update on ESINet deployment—Gerry Means reported that their commitments are solid for the remainder of this year and they are adding more. Project plans have been written out for 9 or 10 and they expect another couple to be added for the 2018 window. So far, they have slotted preliminary project plans for 38 different primary sites. They are working on a project plan of mapping all the tasks necessary as they are quite extensive, AT&T has assigned a program manager, and he and 911 Board staff speak twice a week, As PSAPs are added to the project list they are assigned their own project manager by AT&T which gives each PSAP a local entity to work with them. The project plan is specified through 2020 and is targeted to be complete in August of that year. Mr. Means indicated that it is becoming apparent after meeting with many PSAP managers that it may be prudent to develop some form of "offer" to explain the NG911 conversion process. The document would explain what NG911 is and what it does differently from the existing legacy services. The document should also contain an explanation of features in addition to the conversion process. Lastly Mr. Means indicated that the document must show a financial comparison between existing services and what would be utilized with a next gen system. He also spoke about the security issues that have arisen at PSAPs and that they need to adhere to minimum levels of security once on the ESINet. He is working with Richard Bradford on a document that looks at available services for security assessments on state contract and they have created a draft they plan to circulate. Part of the draft is the suggestion that certain elements of these assessments be considered by the Board as an eligible expense for funding consideration. They hope to have this draft document ready to submit to the Board at next month's meeting.
- **b)** GIS RFP update—Pokey Harris reported that the evaluation team created a short list of vendors to ask additional questions. They anticipate responses within the next 5 days. The evaluation team will then select vendors to make presentations to the team. The team has also had conversations with Tim Johnson with CGIA who will become the Project Manager for this initiative. They are looking at other states for successful models. They plan to have a vendor selected by the end of May or the beginning of June.
- c) NMAC update—Gerry Means spoke to network monitoring people at AT&T and they reviewed in depth the framework document he has been working on. There will be changes made to interfaces and level of permissions and what profiles would look like. Mr. Means may take a trip to their center in Kansas to see their live ESINet in action. He also met with HR at DIT to start the process to build positions in the State Personnel system which will take some time. He has developed a NMAC Supervisor profile and is working with a staffing company to find Tier 1 and Tier 2 contract-to-hire arrangements. Initial reports for their pool of talent who have previous experience with public safety type environments was around 600 candidates in the central NC area.
- Mr. Means mentioned that they want to host the NMAC in the DIT Data Center and the Finance department is researching to see how financially this could work since it is not funded by a budget allocated by State funds but instead is funded by fee collections. They have identified a space and are working on negotiations for that space. Greg Hauser commented that he briefed the State Emergency Response Commission on the State Communications Interoperability Plan. It is a strategic outlook for interoperability in North Carolina for upcoming years. In the document, they made sure to brief on the ESINet and the Statewide Interoperability Executive Committee support of the ESINet and the importance of cyber security. ESINet has the support of the State Emergency Response Commission. Pokey Harris mentioned that 911 Board staff had been invited to participate in statewide GIS Summit in May.

### 11. Standards Committee report—

- a) Technology Plan Template—Previously the Standards Committee had brought before the Board a document that was approved. It was a refresh standard approach to the technology of 911 equipment. Donna Wright reported that from the approved document a subcommittee began putting together a technology plan template that could be given to PSAPs so they could build a long-term technology refresh plan to help them establish their goals and help with budgeting for both them and the Board. The Standards Committee recommends the Board approve this document for the PSAPs use. Mike Reitz asked if the template was mandatory and was told it was only for those who need a fundamental start. Chairman Boyette called the vote on the committee recommendation, and with no further discussion it passed unanimously.
- **12. Farewell Comments—**Richard Taylor, the current Executive Director, is retiring at the end of April and took a few moments to share photos through the years providing a whimsical narrative. Richard also imparted

words of wisdom known to many from Dr. Seuss' *Oh, the Places You'll Go!* He noted this is frequently shared at graduations, but found it befitting for his departure into retirement and the future endeavors of the 911 Board and staff. Richard was then recognized for his many years of service to the State of North Carolina being presented with a certificate from John Correllus and Chairman Boyette. Melanie Neal, the current President of North Carolina APCO presented Richard a gift on behalf of APCO, and spoke of his commitment and dedication through the years. Rachel Bello, current President of North Carolina NENA also presented Richard a parting gift and shared comments about his years of service.

Other items—No other items.

Adjourn—Chairman Boyette adjourned the meeting at 12:10 PM.

### North Carolina 911 Board Meeting MINUTES DIT Western Data Center 1371 Old Caroleen Road, Forest City, NC May 18, 2018 10:00 AM – 12:00 PM

Members Present	Staff Present	<u>Guests</u>
David Bone (NCACC) Martin County	Niki Barnes (DIT) - WebEx	Nikki Carswell, Iredell 911
Heather Campbell (CMRS) Sprint	Tina Bone (DIT)	David Dodd
Eric Cramer (LEC) Wilkes Communication	Richard Bradford (DOJ)	Greg Dotson, Rutherford Co 911
Chuck Greene (LEC) AT&T	Ronnie Cashwell (DIT)	Greg Foster, Alex Co 911
Len Hagaman (Sheriff) Watauga County	Danette Jernigan (DIT)	Judy Jenkins, Cornelius 911
John Moore (VoIP) Spectrum Communications	Gerry Means (DIT)	Jen Johnson, DIT
Mike Reitz (APCO) Chatham Co 911	Marsha Tapler (DIT)	Tim McCurry, AT&T
Jeff Shipp (LEC) Star Telephone		David Poston, CMPD
Jimmy Stewart (NCAREMS) Hoke Co 911		Roman Scruggs
Slayton Stewart (CMRS) Carolina West Wireless		Jeff Sural, DIT
Amy Ward (LEC) CenturyLink		Bruce Williams, Wireless Connection
Donna Wright (NENA) Richmond Co Em. Services		Lisa Tucker
Members Absent	Staff Absent	
Secretary Eric Boyette (NC CIO) Board Chair		
Andrew Grant (NCLM) Town of Cornelius		
Jeff Ledford (NCACP) City of Shelby PD		
Niraj Patel (CMRS) Verizon		

**Call to order**—Vice Chairman David Bone called the meeting to order at 10:00 AM and asked Danette Jernigan to call the roll of attendees.

1. Chairman's opening remarks—Vice Chairman Bone welcomed everyone to the meeting and said it was a pleasure to visit other areas of the state. He also mentioned that this was the first meeting with Pokey Harris as the Executive Director and congratulated her on her new position. He thanked Ralph Tallent, manager of the Western Data Center, for hosting the Board and for their warm welcome. Mr. Tallent greeted the Board and thanked them for coming to the Data Center; he said he would be giving a tour after lunch. Vice Chairman Bone also thanked Greg Dotson of Rutherford County 911 for having the Board to visit. Mr. Dotson invited the group to tour their PSAP after the meeting. Vice Chairman Bone introduced Jeff Sural, DIT Director of the Broadband Infrastructure office. Mr. Sural works with the FirstNet group and is the new supervisor of the E911 group. He is looking to encourage, review and anticipate emerging technologies in the public safety and emergency management fields. He plans to coordinate with Staff on NextGen 911 and other initiatives in the public safety and emergency management spectrum to anticipate new technologies and make sure they are all integrated and work together. He thanked the Board for inviting him to the meeting.

- **2. Ethics Awareness/Conflict of Interest Statement—**Vice Chairman Bone read the Ethics Awareness/Conflict of interest statement printed in the agenda. There were no conflicts.
- **Public Comment**—Vice Chairman Bone read the invitation to public comment printed in the agenda, but no one had pre-registered to speak and no one present or on the phone asked to.
- 4. Consent Agenda—Vice Chairman Bone asked Ms. Harris to proceed with the consent agenda.
- a) Ms. Harris reported she had not received any comments or corrections since sending the draft minutes out for review earlier in the week, so they will be posted as accepted.
- **b)** Per the agenda, the grant fund balance stands at \$11,445,840 unencumbered and \$23,865,968 encumbered. The NG911 fund currently contains \$22,537,827 after disbursements amounting to \$4,420. The CMRS fund balance is \$5,851,304 after disbursements of \$463,926 while the PSAP fund received \$792,140 in pre-paid revenue for the month, which yields a current balance of \$13,981,477. Jeff Shipp offered a motion to accept the consent agenda as presented, John Moore seconded, the motion carried unanimously.

### 5. Executive Director Report—

- **a)** Acknowledgement of Admin Staff Assistance—Ms. Harris spoke how the Staff had been traveling for the past several days attending multiple meetings with committee members and making conference calls to plan for future on-site meetings. She also thanked Jen Johnson, Admin Support Staff with DIT, for taking minutes at the last few meetings and for traveling to Forest City for the current meeting.
- **b)** Update on State Plan Project—Ms. Harris shared that Jesus Lopez, the Project Manager for 911, has been moving the State Plan through the procurement process and she hopes to soon name the vendor for that project. Vice Chairman Bone said this project had been in the works for some time and Ms. Harris agreed; she reported there had been some movement in the last week and she hopes to identify the vendor shortly.
- c) Current Grant Cycle Open Until June 15—Ms. Harris noted that the grant cycle is open until June 15<sup>th</sup> and Slayton Steward has a report coming up later in the meeting. She would like to thank Slayton and the rest of the Grant Committee for helping her get up to speed with the process and role of the Committee.
- **d)** Request from Mitchell County for Grant Extension— Ms. Harris mentioned that Mitchell County had requested a grant extension until December 1, 2019; the Grant Committee is in favor of the reconsideration and voted unanimously for it. Slayton Stewart put forth the motion to accept their Mitchell County's grant extension, and it carried unanimously.
- **e)** Chairman's Next PSAP Roadshow Visit The location for the next visit is Franklin County on May 31<sup>st</sup>, Ms. Harris invites anyone who can attend to make that visit as well. She believes it helps everyone to experience different PSAPs.
- **f)** Upcoming PSAP Manager's Meetings Ronnie Cashwell said there would be 4 PSAP Manager's Meetings in July; Buncombe County on July 11<sup>th</sup>, then Roanoke Rapids at the Garden Inn Hilton on July 17<sup>th</sup>. Next will be Salisbury at the Rowan County Rescue Squad Center on July 19<sup>th</sup> and the last meeting of the month will be in Morehead City at the Crystal Coast Civic Center on July 26<sup>th</sup>. The Board Meeting will be held there the next day, July 27<sup>th</sup>. Registration will be handled via SurveyMonkey, Ronnie will be sending out information soon.
- **g)** Western Data Center Tour As mentioned earlier, Ralph Tallent will give a tour following the Board Meeting and lunch; everyone is invited to attend.
- **h)** Rutherford County PSAP Tour Greg Dotson will give a tour of the Rutherford County PSAP to anyone who wishes to attend.

**6. Grant Committee Report**—Slayton Stewart stated that the Grant Committee met on May 10<sup>th</sup> and the main topic was the grant extension request by Mitchell County, which the Board approved earlier. They also spoke about the process for the upcoming grant cycle that ends June 15<sup>th</sup> and they decided to have another meeting to discuss their previous process and try to identify ways to improve it for the future; they are in the process of scheduling that meeting. The Chairman had asked in the previous meeting to review the definitions of consolidation and colocation; they received the latest information from Richard Bradford and felt comfortable with the language and had no other comments. Ms. Harris thanked the committee for meeting with her to discuss topics they felt she needed to be aware of.

### 7. 911 Funding Committee report—

- a) Approval of FY19 PSAP Distribution—David Bone stated the main topic of their meeting was to establish the PSAP Distribution for the next fiscal year. Marsha Tapler explained that the PSAP distribution is done each year, Staff gives out the estimated amount in December and follows with the final by the Legislative deadline on June 1 to let them know their funding for the next fiscal year. PSAPs can ask the committee for additional funding via a funding reconsideration which are done twice a year, July through September and January through March. There is a new policy for reconsiderations, which Ms. Tapler plans to send out with the form on July 1; it will also be posted on the website. Buncombe County failed to submit their FY2017 report as per legislation, therefore Ms. Tapler used their figures from the FY2016 report to get their 5-year rolling average to determine their funding. She also mentioned that Mooresville PD became a secondary PSAP at the end of February so they have been added to the distribution list. The total brought before the committee by Staff for the funding distribution to the PSAPs was \$51,151,404.32 for FY2019. The Funding Committee unanimously recommends the approval of the distribution as presented by Staff; David Bone made a motion to accept the Funding Committee's recommendation, the motion passed.
- **b)** Other—David Bone reported that the committee is continuing to review implemental functions and a methodology for reviewing eligible expenses with the goal of making it as easy as possible for both PSAPs and Staff. They are researching replacing the current percentages model with caps when possible; the goal is to proceed systematically and do one or two each month, at least reviewing findings and having discussion about applicable methodologies and rationale.

The committee had been considering acquiring chairs for PSAPs through procurement from Correction Enterprises; the chairs have not received good reviews. The committee has decided to pursue setting a cap for chairs instead. They hope to bring that information to the next meeting for the Board's consideration.

There are additional reconsideration requests that need to be reviewed; they anticipate bringing them to the Board meeting next month.

Tina Bone acknowledged those viewing the Board Meeting via Facebook Live.

Defining PSAP Consolidation and Colocation—Richard Bradford presented a shorter version of the document seen in prior meetings; the document is the same but just had the background information removed to make it less wordy. The previous documents contained the information so that readers could see the basis of the policy. In the context of NextGen 911, consolidation is critical to have a clear understanding and consistent meaning. Donna Wright mentioned the Standards Committee had found additional definitions in a study from the University of Minnesota and wanted them to be included in the Board's discussion; the version Mr. Bradford wrote for committee's consideration relies on call-taking since that is defined in the current statute. He said it could be possible to have parsing of the definition as to partial consolidation, but that would be up to the Board to decide. Those definitions do not parse PSAP operations the same way that our law does; he suggested having the Standards Committee review those definitions in further detail. Gerry Means said procedural elements and policies are being illuminated and there are many holes; he thinks the committee and Board needs to look at the procedural elements of call taking and call transfers for PSAPs and backups because it changes in a NextGen environment. Ms. Wright said if it was sent back to the Standards Committee that the Technology Committee should also participate for a joint effort since it's the technology driving the need for this definition; however, if the Board decides to move forward with the definition as presented that was acceptable to her. Donna Wright made a motion to adopt the definition as presented, seconded by Len Hagaman. The motion carried unanimously.

Pokey Harris and David Bone discussed the need to merge the Standards Committee meetings with the Technology Committee meetings as their goals are starting to overlap. Ms. Harris said that every committee is going to be affected by the NextGen deployment and roll-out. Plans will be made in the future to arrange joint meetings between these two committees, and combine others as well when deemed appropriate.

**9. Education Committee Report—**Jimmy Stewart stated that the last Education Committee did not have a quorum and they were unable to conduct any official business. They are still moving forward with the telecommunicator certification efforts; they hope to have another summit meeting in late July or early August. The PSAP Manager's Program is going well with around 50 PSAPs managers participating, some have already requested a second level.

### 10. Technology Committee Report—

- a) ESINet Deployment Update—Jeff Shipp reported they had an excellent meeting last month with a presentation from the ECATs group and lots of discussion about cybersecurity and the roll-out of the ESINet. The next meeting is scheduled for June 22<sup>nd</sup>. Gerry Means found the site visits are very effective; they recently visited Charlotte-Mecklenburg who formally accepted the ESINet and assigned someone in their organization to begin that process; they have a subsequent meeting planned to discuss their questions and concerns of network security. He also met with Guilford Metro who have agreed to go hosted and ESINet because of that meeting and is expecting their formal letter shortly. They are on schedule with most of the projects, and are up to eleven formal projects with due dates between now and January; there was one delay due to building readiness. They have technical reviews for ten more that would be added in the next month or two. Mr. Means has also been working on a glossary document for PSAPs which he hopes to have finished soon.
- **b)** NMAC update—Gerry Means had a half day session with their consultant from AT&T to discuss their plans and other states who are doing similar things (Indiana, Maine, Vermont). They hope to plan some sessions with those people to discuss their management of an NMAC type function. Mr. Means also talked to AT&T about visiting their support center, which they agreed to; he is currently working out the details. When he goes to the NENA conference next month he plans to spend time with vendors and talk to other states that are deploying NextGen about their approach to NMAC. As for the staff for the NMAC, Mr. Means has been working on the paperwork for the HR process and has completed the job description for the manager. He also developed an ARCI Matrix for both staff and the vendor to cover their roles and responsibilities.
- c) GIS RFP update—NC NENA recently hosted a NextGeneration 911 Summit, that garnered attendance of over 150 people. Members of the state's evaluation team for the current GIS proposal were there. Mr. Means, Tim Johnson (CGIA Director), and Jim Lockard (Federal Engineering) presented on this NG911 GIS initiative and the RFP process currently underway in North Carolina. Richard Kelly delivered a presentation on the NENA standards on GIS call routing from the 911 group out of Texas. They talked about what they were literally trying to do with the RFP and there was much interest in that.
- Mr. Means left the seminar with the feeling that the PSAP managers are not talking to their GIS people. The PSAPs were interested in the decision criteria for the vendor that will help them reconcile their data in a format for a more standardized approach. He and Ms. Harris spoke after the summit about the need to invite GIS representatives for the PSAPs to future PSAP manager's meeting.

The evaluation team has selected a small group of vendors and the next step is a demonstration session with each vendor to see what their design looks like. Mr. Means is particularly concerned with the ECRF function, how well they do that and how long it takes to stand it up. He wants evidence they've done it before and there are proven processes.

Mr. Means mentioned the first PSAP (Raleigh-Wake) will go on the ESINet on May 22<sup>nd</sup>. Kansas, who is also utilizing AT&T, has put all their PSAPs on ESINet at the same time, and reportedly is running well with no issues. Also, the build out of the hosted call handling solutions for AT&T in the Columbia and Raleigh COs are done with testing, and are in good shape schedule-wise to do the first hosted solution in North Carolina in September.

- **11. Standards Committee report**—Donna Wright brought up for discussion reimbursing the people doing PSAP reviews; they pay and then must wait for reimbursement. Ms. Wright wondered if they could use their surcharge training funds and make it part of the reimbursement request at the end of the year so they could go through their county and have it as part of their end of year report. Mr. Bradford said that was not possible; the Board could pay for those expenses but it must come from the Board's admin fund, not from the distributions of the PSAPs. Ms. Tapler said the issue is that the county policy for travel does not match the state rate; Mr. Bradford said they must follow the state rate policy. Ms. Wright said that makes it difficult to find people willing to be reviewers. Mr. Bradford said he would do some research on the subject.
- 12. Network Analyst Report—Tina Bone said more people had joined on Facebook Live and welcomed them for joining the meeting; Ms. Harris also wanted to mention the people who joined via WebEx. Ms. Bone spoke about the PSAP Manger's course she and Donna Wright teach at Richmond Community College; the students were assigned to watch today's Board Meeting. She asked each Board Member to introduce themselves and who they represent for the students of the class.

They have completed 30 PSAP reviews. Rutherford County was reviewed last week; Greg Dotson and his crew did a wonderful job with no deficiencies. Out of the five PSAP reviews this month three had no deficiencies. They are still having diverse routing issues with many PSAPs, but when the ESINet is live that will no longer be a problem. Ms. Wright had already brought up the issue of reimbursements for reviewers. The 911 Board website has a new look; they removed redundant information and made it more streamlined. Ms. Bone will be sending out a link through the Google list serve.

Ms. Bone recently set up a meeting for the south-east region dealing with the ESINet, hosted solution and GIS. Six counties were invited and it is hoped that least two from each county will attend. She hopes they leave with a better understanding of where these new solutions will take the 911 community.

Pokey Harris said if anyone would like Staff to come to their area to discuss ESINet, the hosted solution, GIS or any other item please let her know and she would try to facilitate that meeting. Also, a reminder that the Technology Committee meeting scheduled for June 19<sup>th</sup> will be a joint Technology and Standards meeting.

**Other items**—Donna Wright invited Board Members to their building dedication on June 6<sup>th</sup> at 10 AM at the new facility, located at 200 Industrial Park Drive in Rockingham.

Adjourn—Vice Chairman Bone adjourned the meeting at 11:31 AM.

### 4 b) Grant Project Updates

### **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

June 1st, 2018

Pokey Harris, Executive Director N.C. 911 Board P.O. Box 17209 Raleigh, NC 27609

RE: June 2018 monthly report and delivery of grant funds

Ms. Harris,

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 2018 highlighting the work completed up to the date of this letter. Reference section 7 of the grant agreement this letter is also the first request for delivery of grant funds.

Since the last report the foundation has been completed including the installation of anchor bolts and rebar. The concrete has been poured. The tower itself is standing. The building at the base of the tower has been set and electricity to the building is on. The project is on schedule for completion by June 30<sup>th</sup> 2018 as agreed upon in the grant agreement amendment completed in January 2018.

Attached to this letter are the two invoices we have received so far. The amounts include the progress mentioned above and match the first two of the seven payment steps in the system purchase agreement. The system purchase agreement is also attached and the payment steps can be found in section 8 on page seven of the agreement. The total request for reimbursement is \$271,112.10 which equals both invoice amounts before tax.

Sincerely,

Cordell Palmer, Director Chowan Central Communications



Invoice

Page Invoice Number

PΩ

PI110147

1 of 1

Customer PO

Customer

Date

5/25/2018 C000199

Communications International 4450 US Highway 1 VERO BEACH, FL 32967 772-569-5355

Bill To

Chowan County Government PO Box 78 EDENTON, NC 27932 **Delivery Address** 

Chowan County Government PO Box 78 EDENTON, NC 27932

Item	Description		Qty	Price	Discount	Net Price	Extended Price
Project	P0229.02.0005	Service order	SVC043611				
Authorized By	Cordell Palmer	Requested By					
	20% Total Agreement Pr completion of Pre-pour foundation form installation of anchor bolt	ning, including	1	135,556.05	0%	135,556.05	135,556.05
					Subtotal		135,556.05
					Sa	les tax	\$9,150.03
				,	Т	otal	\$144,706.08
				•			



Invoice

Page Invoice Number

Date

Customer

1 of 1 PI110150

Customer PO

5/25/2018 C000199

Communications International 4450 US Highway 1 VERO BEACH, FL 32967 772-569-5355

Bill To

Chowan County Government PO Box 78 EDENTON, NC 27932 **Delivery Address** 

Chowan County Government PO Box 78 EDENTON, NC 27932

Item	Description		Qty	Price	Discount	Net Price	Extended Price
Project Authorized By	P0229.02.0005 Cordell Palmer	Service order Requested By	SVC043611				
	20% Total Agreement Price due upon completion and finishing of Concrete Pour.	1	135,556.05	0%	135,556.05	135,556.05	
					Subtotal		135,556.05

Sales tax	\$9,150.03
Total	\$144,706.08

Remit to Communications International, Inc. 4450 US Highway 1 VERO BEACH, FL 32967

Due date Terms 06/24/2018 N30 E-mail

ar@ask4ci.com

### SYSTEM PURCHASE AGREEMENT

### **BETWEEN**

### **CHOWAN COUNTY, NC**

### AND

### COMMUNICATIONS INTERNATIONAL, INC.

DATE: March 7, 2018

### SYSTEM PURCHASE AGREEMENT

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### **EXHIBITS**

- A. CERTIFICATE OF INSURANCE
- B. PERFORMANCE BOND
- C. SELLER'S PROPOSAL RESPONSE TITLED 'CHOWAN COUNTY RADIO COMMUNICATIONS TOWER'
- D. BUYER'S REQUEST FOR PROPOSAL (RFP) 'REQUEST FOR PROPOSAL FOR RADIO COMMUNICATIONS TOWER'

### SYSTEM PURCHASE AGREEMENT

This System Purchase Agreement (the "Agreement") is made and entered into this 7th day of <u>March</u> 2018 (the "Effective Date"), by and between <u>Chowan County</u>, <u>NC</u> (the "Buyer") and Communications International, Inc. (the "Seller"). Seller and Buyer may also be referred to herein, individually, as a "Party," or, collectively, as the "Parties."

### **RECITALS:**

WHEREAS, Buyer issued a Request for Proposal entitled "Request for Proposal for Radio Communications Tower" and originally dated June 23, 2017, as amended on July 21, 2017 (collectively, the "RFP"), requesting proposals to provide Buyer with the purchase and construction of a turnkey, 180-foot, self-supporting, steel-lattice communications tower, including all associated tower accessories (Option A) and the installation of RF transmission infrastructure and materials (Option B), as set forth in the RFP;

WHEREAS, Seller delivered a proposal entitled "Request for Proposal for Radio Communications Tower" and originally dated June 23, 2017, as amended on July 21, 2017 (collectively, the "Seller's Proposal") to provide the purchase and construction of a turnkey, 180-foot, self-supporting, steel-lattice communications tower, including all associated tower accessories (Option A) and the installation of RF transmission infrastructure and materials including 16 Mobile transceivers (8-800MHz, 6 - VHF, 1 - UHF, 1 - Low Band) (Option B) requested by Buyer in the RFP or the Seller's Proposal;

WHEREAS, Buyer has selected Seller's Proposal and now desires to enter into an agreement with Seller to provide Buyer with the purchase and construction of a turnkey, 180-foot, self-supporting, steel-lattice communications tower, including all associated tower accessories (Option A) and the installation of RF transmission infrastructure and materials (Option B) set forth in Seller's Proposal; and

**WHEREAS,** Buyer and Seller desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

**NOW, THEREFORE,** for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the Parties as follows:

### **SECTION 1. DEFINITIONS**

As used herein, the terms set forth below shall have meanings set forth below.

- A. "Acceptance" shall mean acceptance of the Tower as set forth in Section 13 hereof.
- **B.** "Acceptance Date" shall mean the date the Tower is accepted or deemed accepted as set forth in Section 13 hereof.
- C. "Certificate of Insurance" shall mean the certificate to be provided by Seller evidencing the insurance coverage of Seller and the form of which certificate is set forth in <a href="Exhibit A">Exhibit A</a> attached hereto.

- **D.** "Documentation Deliverables" shall mean the standard commercial quality manuals to be furnished by the Seller to the Buyer pursuant to the terms set forth in Seller's Proposal and this Agreement.
- E. "Effective Date of the Agreement" shall be the date set forth on the first page of this Agreement.
- F. "Hardware" shall mean Infrastructure Hardware, as defined below.
- **G.** "Infrastructure Hardware" shall mean the equipment, goods and materials to be supplied by Seller, as further described in Seller's Proposal.
- **H.** "Installation Schedule" shall mean the schedule either set forth in Seller's Proposal or otherwise mutually agreed upon by Seller and Buyer in writing for the delivery of the Hardware and Software and the performance of the Services described in the Statement of Work.
- I. "RFP" shall mean Buyer's request for proposal as described in the recitals of this Agreement.
- J. "Seller" shall mean Communications International, Inc. with offices at 4450 US HWY 1, Vero Beach, Florida 32967.
- **K.** "Seller's Proposal" shall mean the proposal provided by Seller to Buyer as described in the recitals of this Agreement.
- L. "Services" shall mean the services to be provided by Seller to Buyer as set forth in Seller's Proposal.
- M. "Statement of Work" shall mean the description of the work to be performed by Seller to deliver the Hardware, install the Tower and provide the Services, all as described in Seller's Proposal.
- N. "Total Agreement Price" shall mean the price of the Hardware and the Services to be furnished by Seller to Buyer pursuant to the terms set forth in Seller's Proposal and this Agreement.
- **O.** "Tower" shall mean the turnkey, 180-foot, self-supporting, steel-lattice communications tower, including all associated tower accessories to be furnished by Seller to Buyer pursuant to the terms set forth in Seller's Proposal and this Agreement.

### **SECTION 2. SCOPE OF WORK**

Seller shall furnish, deliver and install a turnkey, 180-foot, self-supporting, steel-lattice communications tower, including all associated tower accessories (Option A) and install RF transmission infrastructure and materials including the 16 Mobile transceivers (8-800MHz, 6 - VHF, 1 - UHF, 1 - Low Band) (Option B). All Documentation Deliverables and Services in accordance with the terms of Seller's Proposal and this Agreement will be provided.

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### **SECTION 3. FACILITIES SITES**

Any sites where Seller will operate and perform the tower construction and RF installation under the terms of this Agreement must be approved by Buyer, whose approval shall not be unreasonably withheld, delayed or conditioned. Seller shall be responsible, at Seller's expense, for obtaining all rights to use sites including, but not limited to, all permits and licenses necessary to perform work on the sites and all FCC and FAA approvals. Buyer shall be responsible for paying all maintenance and utility charges to the appropriate service provider or utility for providing services to the tower construction and RF installation areas and sites.

### SECTION 4. DELIVERY, TITLE AND RISK OF LOSS

- A. Seller shall ship the Hardware to Buyer at Buyer's expense on or before the dates set forth in the Installation Schedule, unless otherwise provided for in the Statement of Work. Partial deliveries shall be permitted. Upon delivery to the carrier, title to each portion of the Hardware and all risk of loss or damage shall pass to Buyer; provided, however, that Seller shall remain responsible until Acceptance of the Tower for loss or damage resulting from the willful misconduct or negligent acts or omissions of Seller, its employees, agents, and subcontractors. Buyer shall keep the Hardware fully insured for the total amount of all monies then due, or yet to become due, to Seller with respect to this Agreement.
- **B.** If Buyer fails to take delivery of any of the Hardware, Seller may place such Hardware in storage at the place of manufacture or elsewhere. In such event (1) Seller shall notify Buyer of the placement of any Hardware in storage, (2) Seller's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage shall thereupon pass to Buyer, (3) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoices therefor, and (4) promptly upon submission of Seller's invoices therefor Buyer shall reimburse Seller for all expenses incurred by Seller such as preparation for and placement into storage, handling, storage, demurrage, inspection, preservation and insurance.

### **SECTION 5. PRICE**

The Total Agreement Price to be paid by Buyer to Seller is <u>Four Hundred Seventy Five Thousand Nine Hundred Thirty Six and 06/100 U.S. Dollars (US\$475,936.06)</u> as set forth in Seller's Proposal.

### **SECTION 6. TAXES**

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, export, import, value-added, or other similar tax applicable to the price, sale or any Products or Services furnished hereunder or to their use by Seller or Buyer, or Buyer shall otherwise furnish Seller with tax exemption certificates acceptable to all applicable taxing authorities.

### **SECTION 7. CHANGES AND ADDITIONS**

A. In the event of any change in the Hardware as a result of the imposition after the Effective Date of this Agreement of any requirements by any federal, state, or local government, an equitable adjustment in the price shall be made to reflect any added cost and expense of such change and the Agreement shall be modified in writing accordingly.

B. Notwithstanding any other provision hereof to the contrary, if the performance by Seller of all or any part of this Agreement, through and including completion of tower construction and Acceptance, is delayed or interrupted, for any reason other than the fault of Seller, for a consecutive period exceeding seven (7) days in any instance or a cumulative period exceeding thirty (30) days for all instances then, upon written notice from Seller to Buyer, an equitable adjustment in the price shall be made to reflect any increase in the cost of performance of this Agreement and the Agreement shall be modified in writing accordingly.

### **SECTION 8. PAYMENTS**

- A. The Total Agreement Price of Four Hundred Seventy Five Thousand Nine Hundred Thirty Six and 06/100 U.S. Dollars (US\$475,936.06) for the Hardware, the Software license and the Services shall be paid by the Buyer to Seller as follows:
  - 1. Twenty (20%) of the Total Agreement Price shall be due upon completion of pre-pour foundation forming, including installation of anchor bolts and rebar
  - 2. Twenty (20%) of the Total Agreement Price shall be due upon completion and finishing of concrete pour
  - 3. Ten (10%) of the Total Agreement Price shall be due upon completion of tower grounding system
  - 4. Twenty (25%) of the Total Agreement Price shall be due upon delivery of all tower materials and accessories items
  - 5. Ten (10%) of the Total Agreement Price shall be due upon erection and installation of tower, equipment building placement and installation of listed accessories.
  - 6. Ten (10%) of the Total Agreement Price shall be due upon site restoration including grade work, fencing and gravel placement for all areas inside the fence.
  - 7. Five (5%) of the Total Agreement Price shall be due upon final approval will be granted once tower is in full operation, all projects manuals have been delivered to the Chowan Central Communications Center Director, Chowan County and the Town of Edenton have completed final approval under the Conditional Use Permit and all warranty documentation has been delivered.

### B. Payment Dates

The Payment(s) associated with the event(s) above shall be due thirty (30) days following the date of Seller's invoice.

### C. Other Amounts

Any other amounts due Seller hereunder shall be due upon Buyer's receipt of Seller's invoice.

### D. Late Payments

All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one

and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law).

### E. Security Interest

Until the Total Agreement Price of <u>Four Hundred Seventy Five Thousand Nine Hundred Thirty Six and 06/100 U.S.</u> Dollars (US<u>\$475,936.06)</u> is fully paid to Seller, Seller shall retain and Buyer hereby grants to Seller a purchase money security interest in the Hardware and Buyer shall join with Seller in executing any required filings to perfect such security interest.

### SECTION 9. SUBCONTRACTING

Seller may subcontract any portion of work to be performed by Seller hereunder provided that Seller shall be responsible for the performance and work of any such subcontractors.

### SECTION 10, EXCUSABLE DELAYS

- A. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to (1) causes beyond Seller's reasonable control, (2) Acts of God, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), riots, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics, (3) Seller's inability to timely obtain necessary materials, items, components or services from suppliers who are affected by the foregoing circumstances or (4) the failure of the Buyer to perform its obligations hereunder in a timely manner. The foregoing shall apply even though any of such causes exists at the time of signature of the Agreement by Seller or occurs after delays in Seller's performance of its obligations due to other reasons.
- **B.** In the event of any delay or failure excused by this Section, Seller shall as soon as practical notify Buyer and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery and performance dates. In the event of such delay, the time of delivery or of performance shall be extended for a reasonable time period to compensate for the time lost by Seller by reason of the delay.

### SECTION 11. SELLER'S INSURANCE

- **A.** Seller shall maintain in force at all times during Seller's performance under this Agreement not less than the following insurance coverage with insurers authorized to do business in the state(s) in which work hereunder is to be performed by Seller:
  - (1) Workers compensation insurance as required by law;
  - (2) General liability insurance with limits of liability of not less than \$2,000,000 combined single limits for bodily injury and property damage per occurrence; and
  - (3) Motor vehicle liability insurance with limits of liability of not less than \$500,000 combined single limits for bodily and property damage per occurrence.
- **B.** Within twenty (20) business days of execution of this Agreement, Seller shall provide Buyer with a Certificate of Insurance set forth in Exhibit A evidencing the insurance coverage.

### **SECTION 12. WARRANTIES**

- A. Hardware and installation Services furnished by Seller under this Agreement are warranted by the Seller to be free from defects in material and workmanship and shall conform to the Agreement specifications for a period equal to the longer of (1) twenty four (24) months or (2) in the case of Hardware, the number of months under the warranty offered by the manufacturer of such equipment, from the Acceptance Date (the "Warranty Period"). Any and all claims for breach of this warranty are conclusively deemed waived unless made within one (1) year of the expirations of the Warranty Period. The warranty period for additional Hardware purchased by Buyer from Seller after Tower Acceptance, or replaced pursuant to the following subsection B, shall be for a period equal to the longer of (1) twenty four (24) months or (2) the number of months under the warranty offered by the manufacturer of such equipment, from the date the equipment is delivered to Buyer (the Additional Warranty Period"). Any and all claims for breach of this warranty are conclusively deemed waived unless made within one (1) year of the expiration of the Additional Warranty Period.
- B. During the Warranty Period if any component of the Hardware or portion of the installation Services fails to meet the foregoing warranties, Seller's sole obligation and Buyer's exclusive remedy under this warranty shall be the correction by Seller of the failure at Seller's option (1) by repairing any defective component of the Hardware, or (2) by furnishing any necessary repaired or replacement parts, or (3) by the redoing of the faulty installation. Any such failure, or the repair of the defective component or the redoing of any installation, shall not extend the Warranty Period except as set forth in the preceding subsection A. Where such failure cannot be corrected by Seller's reasonable efforts, the Parties will negotiate an equitable adjustment in price. Seller will be responsible for all charges incurred in returning defective parts to Seller's plant and shipping repaired or replacement parts to Buyer. All warranty labor must be performed by an authorized service group approved by Seller either at its place of business, for mobile or portable equipment, or at the Buyer's location for fixed location equipment should Seller determine that it is not feasible to return the fixed location equipment to Seller's authorized service group.
- C. Seller's obligations shall not apply to (1) Hardware or components thereof which are normally consumed in operation, or (2) Hardware or components thereof which have a normal life inherently shorter than the Warranty Period, or (3) defects which are the result of improper storage, use, or installation performed by other than Seller, maintenance performed by other than Seller, or repair performed by other than Seller, or (4) Hardware which has been subjected to any other kind of misuse or detrimental exposure or has been involved in an accident, or (5) Hardware or installations altered or repaired by any Party other than Seller without Seller's prior written consent.
- D. THE WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO THE HARDWARE AND SERVICES AND THE BUYER'S EXCLUSIVE REMEDIES IN THE EVENT SUCH WARRANTIES ARE BREACHED. THEY ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES.

### **SECTION 13. INDEMNIFICATION**

- A. Seller shall be responsible for and agrees to indemnify Buyer and hold Buyer harmless from and against all third Party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property arising out of or resulting from the performance of its work under this Agreement to the extent directly resulting from the willful misconduct or negligent acts or omissions of Seller, Seller's officers, agents, employees, or subcontractors. Buyer agrees to notify Seller as soon as practical of any third Party claim, demand or cause of action for which Buyer will request indemnification from Seller. Buyer will provide Seller with the necessary information and assistance to defend such claim, demand or cause of action.
- **B.** Buyer shall be responsible for and agrees to indemnify Seller and hold Seller harmless from and against all third Party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of Buyer, Buyer's officers, officials, agents, employees or subcontractors. Seller agrees to notify Buyer as soon as practical of any third Party claim, demand or cause of action for which Seller will request indemnification from Buyer. Seller will provide Buyer with the necessary information and assistance to defend such claim, demand, or cause of action.

### **SECTION 14. PATENTS**

- A. Seller warrants that the System furnished hereunder shall be delivered free of any rightful claim of any third Party for infringement of any United States patent or copyright. If Buyer notifies Seller promptly of the receipt of any claim that the System infringes a United States patent or copyright and gives Seller information, assistance and exclusive authority to settle and defend such claim, Seller at its own expense shall defend, or may settle, any suit or proceeding against Buyer so far as based on a claimed infringement which breaches this warranty. If, in any such suit arising from such claim, the continued use of the System for the purpose intended is enjoined by any court of competent jurisdiction, Seller shall, at its expense and option, either (1) procure for Buyer the right to continue using the System, (2) modify the System so that it becomes non-infringing, or (3) replace the System or portions thereof so that it becomes non-infringing, . The foregoing states the entire liability of Seller for patent or copyright infringement by the System and is subject to any limitation of total liability set forth in this Agreement.
- **B.** The preceding subsection (A) shall not apply to (1) any portion of the System which is manufactured to Buyer's design (2) the use of the System in conjunction with any other apparatus or material not supplied by Seller to the extent that such conjoined use causes the alleged infringement. As to any portion of the System or use described in the preceding sentence, Seller assumes no liability whatsoever for patent infringement.
- C. THE PATENT AND COPYRIGHT WARRANTY AND INDEMNITY OBLIGATIONS RECITED ABOVE ARE IN LIEU OF ALL OTHER PATENT AND COPYRIGHT WARRANTIES AND INDEMNITIES WHATSOEVER, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY.

### **SECTION 15. LIMITATION OF LIABILITY**

- A. Except for Seller's liability to third Parties for its willful misconduct or negligent acts or omissions as more particularly described in the Indemnification Section of this Agreement, the total liability of Seller, including its subcontractors or suppliers, for all claims of any kind for any loss or damage, whether in Agreement, warranty, tort (including negligence or infringement), strict liability or otherwise, arising out of, connected with, or resulting from the performance or non-performance of this Agreement or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Service, shall not exceed the amount paid to Seller under this Agreement. Except as to title, any such liability shall terminate three (3) years after the expiration of the Warranty Period.
- **B.** IN NO EVENT, WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE HARDWARE OR ANY OTHER EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR DOWNTIME COSTS.
- C. Any action for any claim of any kind for any loss or damages arising out of, connected with, or resulting from the performance, non-performance or breach of the Agreement, or from the manufacture, sale, delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Services, shall be commenced within three (3) years after the cause of action accrued or it shall be deemed waived or barred.
- **D.** The provisions of this Section, LIMITATION OF LIABILITY, shall apply notwithstanding any other provisions of this Agreement or any other agreement.
- **E.** The provisions of this Section, LIMITATION OF LIABILITY, shall survive the expiration or termination of this Agreement.

### **SECTION 16. REMEDIES**

- A. In the event of a material breach of this Agreement by Seller which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Seller by Buyer, Buyer shall be entitled to avail itself cumulatively of any and all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Agreement) and either (1) suspend performance of its payment obligations under the Agreement for as long as the breach continues uncorrected or (2) terminate this Agreement by written notice to Seller if the breach remains uncorrected.
- **B.** In the event of (1) any failure by Buyer to make any payment when due or (2) any other material breach of this Agreement by Buyer which shall continue for one hundred twenty (120) or more days after written notice of such breach (including a reasonably detailed statement of the nature of such breach) shall have been given to Buyer by Seller, Seller shall be entitled to avail itself cumulatively of any and

all remedies available at law or in equity (provided such remedies are not otherwise limited under the terms of this Agreement) and either (1) suspend performance of its obligations under this Agreement for as long as the breach remains uncorrected or (2) terminate this Agreement by written notice to Buyer if the breach remains uncorrected.

### **SECTION 17. CONFIDENTIALITY**

- A. During the term of this Agreement, it is anticipated that one Party (hereafter the "Disclosing Party") may disclose to the other Party (hereafter the "Receiving Party") information which the Disclosing Party considers proprietary and confidential. Accordingly, with respect to any specification, drawings, sketches, models, samples, tools, technical information, confidential business information or data, in written or other tangible form which (1) has been designated in writing by the Disclosing Party as confidential or proprietary or (2) is of the type that the Receiving Party customarily treats as confidential or proprietary and which is furnished by the Disclosing Party to the Receiving Party in contemplation of, or under, this Agreement (hereinafter "Information"), the Receiving Party shall treat such Information, for a period of five (5) years after the Effective Date of this Agreement, as confidential information with the same degree of care as the Receiving Party affords to confidential information of its own of a similar nature and shall not reproduce any such Information, in whole or in part, except as specifically authorized in writing by the Disclosing Party.
- **B.** The provisions of the preceding subsection shall not apply to any Information which (1) is or shall become publicly available without breach of this Section 22 CONFIDENTIALITY, on the part of the Receiving Party; (2) is already known by the Receiving Party prior to receipt from the Disclosing Party; (3) is independently developed by the Receiving Party; (4) is rightfully obtained by the Receiving Party from third Parties without restriction; or (5) is required to be disclosed by appropriate governmental or judicial order provided that Receiving Party gives Disclosing Party prior written notice of such order and assists Disclosing Party in taking reasonable actions to restrict such order.
- C. The provisions of this Section 22, CONFIDENTIALITY, shall survive the expiration or termination of this Agreement.
- **D.** The confidentiality obligations of this Section 22, CONFIDENTIALITY, shall not apply to Software, the confidentiality and other rights and obligations with respect to which are set forth in the Software License Agreement.
- E. The Buyer acknowledges that some or all of the information made available by Seller may be considered "Trade Secrets" pursuant to North Carolina General Statutes §132-1.2 and any such information is proprietary. All information made available to Buyer as a trade secret shall, to the extent allowed by State law, be held as confidential. Buyer shall, if it receives a request for disclosure of any such information, notify the Seller of such request to enable Seller opportunity to defend any claims arising from efforts of others to cause such trade secrets to be disclosed as a public record. Seller acknowledge they have been informed by Buyer, that Buyer is required by law, upon request, to disclose "Public Records" as the term is defined by North Carolina General Statutes §132-1. All information disclosed to Buyer by Seller which is subject to that definition and whose disclosure is not otherwise protected by law will be released by Buyer upon request as provided by North Carolina General Statutes §132-6. Buyer may withhold from disclosure confidential records as defined by North Carolina General Statutes §132-1.2. Seller acknowledge they have read and are familiar with Buyer's obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of

information identified by Seller as a trade secret or confidential pursuant to North Carolina General Statute §132.1.2 Buyer shall, if it receives a request for disclosure of such information, notify the Seller of such request to enable Seller to defend any claims arising from efforts of others to cause such trade secrets to be disclosed as a public record. Seller acknowledge this disclosure of County's public records requirements is given pursuant to North Carolina General Statutes §132-1.11(b) and agrees such disclosure is full and sufficient to the satisfaction Seller.

### **SECTION 18. COMPLIANCE**

Seller agrees to comply with all federal, state and local laws, ordinances, codes, rules and regulations in effect as of the Effective Date of this Agreement that may in any way affect the work by Seller hereunder. Any Hardware or Software furnished by Seller under this Agreement shall comply in all material respects with federal, state and local laws and regulations applicable to the manufacture, packing, sale and shipment of such Hardware or Software as of the Effective Date of this Agreement and shall comply with any amendments thereto which may have come into effect prior to the time such Hardware or Software are delivered provided that the price and, if necessary, delivery of such Hardware or Software shall be equitably adjusted to compensate Seller for the effect of compliance with any such amendments.

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### **SECTION 19. NOTICES**

Notices and other communications between the Parties shall be transmitted by facsimile or in writing to the Parties at the addresses set forth below and shall be deemed effective upon receipt by the receiving Party. Either Party may change its address by giving notice in writing thereof to the other Party.

### **IF TO BUYER:**

Chowan Central Communications 305 West Freemason Street Edenton, NC 27932

Attn: Cordell Palmer, Director E-mail Address: cord.palmer@chowan.nc.gov

Cc: Kevin Howard, County Manager

### IF TO SELLER:

Communications International, Inc. 4450 US HWY 1 Vero Beach, Florida 32967

Attn: Barry Keim E-mail Address: bkeim@ask4ci.com

### WITH A COPY TO:

Communications International, Inc. 4450 US HWY 1

Vero Beach, Florida 32967

Attn: Agreement Administration E-mail Address: mswetz@ask4ci.com

### **SECTION 20. ORDER OF PRECEDENCE**

The Seller's Proposal and the following Exhibits are expressly incorporated herein by reference and, together with this Agreement, constitute the Agreement Documents. In the event of a conflict among or between the Agreement Documents, the documents shall control in the order of precedence set forth below:

- 1. Amendments to this Agreement
- 2. This Agreement
- 3. Seller's Proposal Response titled 'Chowan County Radio Communications Tower'
- 4. Buyer's Request for Proposal (RFP) 'Request for Proposal for Radio Communications Tower'

### **SECTION 21. TERM**

The term of this Agreement shall commence upon the Effective Date of this Agreement and shall run through final acceptance payment with the exception of the above Hardware Warranty Period (as defined in the Warranty Section).

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### **SECTION 22. ENTIRE AGREEMENT**

This Agreement together with all Exhibits and Seller's Proposal which is incorporated herein by reference constitute the entire understanding and agreement between Buyer and Seller concerning the subject matter hereof and any negotiations, representations, promises, understandings, proposals, agreements, warranties, course of dealing or trade usage, oral or written, not expressly contained or referenced herein shall not be binding on either Party. SELLER DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE CONSTRUCTION OF THE TOWER OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING SELLER'S MANUFACTURER'S REPRESENTATIVES AND SALES AGENTS) TO ASSUME FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES.

### **SECTION 23. AMENDMENT**

No modification or amendment or other change to this Agreement shall be binding on either Party unless set forth in a writing signed by both Buyer and the Project Manager or other authorized representative of Seller.

### **SECTION 24. SEVERABILITY**

The invalidity, in whole or in part, of any Section or part of any Section of this Agreement shall not affect the validity of the remainder of such Section or the Agreement.

### **SECTION 25. WAIVER**

No term of this Agreement may be waived except in a writing signed by the Party waiving enforcement. No term of this Agreement shall be deemed to be waived by reason of any failure to previously enforce such term.

### **SECTION 26. HEADINGS**

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Agreement.

### **SECTION 27. GOVERNING LAW**

The validity, performance and all matters relating to the interpretation and effect of this Agreement and any amendment thereto shall be governed by the State of North Carolina, without giving effect to its conflict of the laws provisions.

### **SECTION 28. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

This Agreement shall not be assigned by either Party without the written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the above, Seller may assign this Agreement, without consent, (a) in whole or in part, to an affiliate or subsidiary or (b) in the event of a change of controlling ownership interest (either directly or indirectly) in Seller or in the event of merger, recapitalization, consolidation, other business combination or sale of all or substantially all of the assets of Seller.

### **SECTION 29. E-VERIFY**

fiscal control act.

Seller shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Seller utilizes a subcontractor, Seller shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

This document has been pre-audited in the manner required by the local government budget and

IN WITNESS WHEREOF, this Agreement has been duly executed as of the "Effective Date".		
Chowan Central Communications		Communications International, Inc.
By: KB KOUN	Ву:	Bryfice
Name: Kevin IJ. Howard	Name:	Barry Keim
Title: County Manager	Title:	CFO
Witness:		Witness:
all toolin	<u>.</u>	Meland
Name: Cordell Palmer		Name: Melinda Swetz



### Graham County, NC

### E911 Enhancement/Replacement

Monthly Progress Report - May, 2018

MCP Project Number 15-111

Activity	This Period	Next Period
1. Design	No additional design work required in this period	No additional design work is anticipated
2. Permits	No permitting handled in this period	No additional permitting anticipated
3. Construction	<ul> <li>UPS and Generator fully installed and tested</li> <li>Grounding work continues</li> </ul>	<ul><li>Finalize grounding</li><li>Walk through / punch list</li></ul>
4. Communications Systems	<ul> <li>Access Control installation completed</li> <li>Continued Audio-Visual discussions</li> <li>Continued to track ALI circuit delivery</li> <li>Security Cameras completed</li> <li>Radio cabling / antennas and back-room equipment begins</li> <li>Continued work with CAD vendor, GIS data under review</li> <li>Begin coordination with CPE vendor on installation</li> <li>Finalize dispatch furniture installation</li> </ul>	<ul> <li>Install network equipment</li> <li>Finalize backup plans including interconnectivity needs</li> <li>Install radio consoles and antennas</li> <li>Install fiber between facilities and connect County networks</li> <li>Facility system testing</li> <li>Begin acceptance testing</li> <li>Office furniture installation</li> </ul>
5. Other Activity	<ul> <li>MCP held weekly conference calls with the County</li> <li>MCP participated in on-site meetings</li> </ul>	MCP will continue the weekly conference call schedule with the County



# FINAL TECHNICAL REPORT

# Henderson County PSAP Relocation Grant Project

**Director Lisha Stanley** 

HENDERSON COUNTY SHERIFF'S OFFICE 100 North Grove Street Hendersonville, NC 28792

### Final Technical Report Henderson County E911 PSAP Relocation Grant Project

### **Project Scope:**

The Henderson County PSAP Relocation Project was comprised of up-fitting a new facility under construction by Henderson County to serve as a primary PSAP, replacing the old primary PSAP, relocation of the communications center to the new facility, and ensuring that such improvements met proposed standards for 911 Centers.

### **Objectives:**

- Replacing all equipment at end of life status, without vendor support or technically outdated with new upgraded equipment.
- Integrating "Next Generation" technologies allowing the 911 Center to communicate, transfer and share data across jurisdictional boundaries and enabling geospatial call routing and the ability to receive emergency text messages. (When geospatial call routing becomes available)
- Providing a more secure facility by meeting proposed 911 Board standards and industry best practices for the installation, performance, operation and maintenance of PSAPS, thus protecting critical equipment, personnel and infrastructure.
- Providing a facility with appropriate work space and room for future growth by following recommendations made by Mission Critical Partners for space allocation during design programming.

### **Historical Account:**

**July 6, 2012** 

Request for Qualifications (RFQ) posted for consultant to perform the architectural tasks necessary to design, permit, bid and administer construction for relocating the Henderson County PSAP/E911 Center to the Henderson County Law Enforcement Center.

**February 4, 2013** 

Mission Critical Partners and Delta Three Inc. approved by Henderson

	County Board of Commissioners for programming and preliminary design of new PSAP.
April 17, 2013	Submission of grant application to the North Carolina 911 Board for \$5,700,000 for PSAP Relocation Project.
June 28, 2013	Henderson County awarded grant from the NC 9-1-1 Board in the amount of \$3,600,000 for the Henderson County PSAP Relocation Project.
July, 2013	Project team reduced the overall square footage by 853 square feet, reduced the amount of proposed redundant air handling equipment, and revised the technology plan in order to meet the awarded budget of \$3,600,000.
September 30, 2013	Grant contract executed and submitted to North Carolina 911 Board.
October 22, 2013	Grant Project kick-off meeting. PSAP Grant Budget document prepared by MCP and reviewed by the county.
October, 2013	Schematic design approved.
November, 2013	Design Development package presented by Mission Critical Partners/Delta Engineering, and approved by Henderson County.
December, 2013	Professional Services contract with MCP/Delta, signed and executed.
February, 2014	Construction Documents complete, CPE/911 call handling vendor demo's scheduled, workstation layout confirmed.
April 10, 2014	Construction bids received and RFP/RFQ documents for communications system developed.
May 1, 2014	Special Use Permit granted by the City of Hendersonville for relocation of the Henderson County PSAP to new law enforcement center.
May 12, 2014	Construction bid awarded to Cooper Construction. Circuit/route diversity requested from AT&T.

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May 27, 2014	Construction started and technology quotes finalized. Route diversity meeting with AT&T and Burdette Engineering.
June, 2014	Intrado A911 Hosted solution selected for 911 phone system. Waiting on route diversity proposal/quote from AT&T.
July, 2014	Fire suppression system, generator, HVAC and UPS installed and tested.
August, 2014	Radio, CPE, furniture, A/V and CAD quotes received and accepted. Computer workstations delivered and staged.
September, 2014	Final inspection for building codes and fire systems complete. Bulletproof glass, carpet, cabinets, lockers, lights and perimeter fencing installed. Radio consoles delivered and staged.
October, 2014	Generator installed and tested. Security access cards programmed for PSAP entrances.
November, 2014	PSAP landscaping complete. Kimball Communication awarded bid for Zetron radio console installation and maintenance. Still waiting on proposal from AT&T to provide diverse route/circuit into building. Appliances installed.
December, 2014	All workstations and remaining office furniture delivered and installed. Still waiting on quote from AT&T for diverse circuit installation.
January, 2015	Intrado and AT&T cannot agree on who needs to place the order for the new circuit and build-out. Numerous emails exchanged.
February, 2015	Zetron Radio consoles, CAD and maps installed at all workstations. A/V equipment, Eventide Recorder and cameras installed.
March, 2015	Telecommunicator training on all new equipment and minor punch list issues resolved. Still waiting on quote from AT&T for diverse circuit installation. Go-live scheduled for April 2 <sup>nd</sup> .
April, 2015	Successful go-live, followed by 911 Outage. Outage identified as a

Phone: 828-697-4596 www.hendersonsheriff.org Fax: 828-697-4613

	setup issue with the CPE configuration. Still waiting on quote from AT&T for diverse circuit installation.
May, 2015	Grant project 80% complete. Still waiting on information from AT&T/Intrado on providing route diversity. Contract with MCP for project management ends.
July, 2015	No progress with AT&T and Intrado on providing route diversity between the PSAP and Central Offices.
August, 2015	New project manager assigned at AT&T, causing further delays for route diversity project. AT&T believes they can provide diversity from the Arden Central Office, but they are waiting on additional feedback from their Circuit Ordering Team.
September, 2015	Conference call with AT&T and Intrado to confirm route diversity plan with both vendors. Vendors provided with current circuit IDs.
December, 2015	AT&T will be sending an engineer on-site in January to confirm routing. They are providing quotes for three different levels on diversity.
February, 2016	Grant extension request submitted due to internal changes at both AT&T and Intrado causing delays in route diversity plan.
April, 2016	Route diversity plan submitted by the AT&T Client Solutions Executive was rejected by their engineering department. Waiting to hear back from engineering.
May, 2016	Simulated power outage revealed need for new fire suppression circuit and 150 amp circuit breaker. Both installed.
May, 2016	Requested assistance from North Carolina 911 Board with on-going delays with AT&T and West providing route diversity.
June, 2016	Grant Extension request submitted due to on-going issues with route diversity plan.
August, 2016	Received quote from Intrado/West for new route diversity plan.

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October, 2016 Confirmed with 911 Board that the new timeline for completing route

diversity is acceptable.

**December, 2016** New project manager at West is not familiar with the route diversity

project. Making slow progress after several conference calls. West is waiting on additional information from their engineers before they can

provide a progress report and schedule project kick-off.

February, 2017 During project kick-off call AT&T expressed concerns with the current

plan and made some suggestions for change. After several additional conference calls and a change order, the new circuit was ordered. West

is advising a timeframe of 90-120 days for completion.

March, 2017 Manual disconnect switch for UPS power by-pass maintenance installed.

May, 2017 Route diversity plan completed. New circuit live.

July, 2017 Final invoice from West for route diversity submitted.

**September 30, 2017** Final request for reimbursement satisfied by the NC 9-1-1 Board.

### Vendor List

<u>Project</u>	<u>Vendor</u> NC	Equipment
Project Consulting	Mission Critical Partners	
Contractor	Cooper Construction	
Architect	Delta Three	
Engineering	Burdette Engineering	
HVAC	Quality Air	Liebert CRV & Daiken VRV Systems
UPS	Liebert/Eaton	Eaton 93PM-110-150
Fire Suppression	Fire Systems Inc.	Ecaro-25 Fire Suppression System
Generator	Cummins Atlantic	300 KW Cummins Atlantic
		Hosted A911 Service, A911 VIPER/Power
911 Phone System	Intrado/now West	911
Radio Consoles	Zetron & Kimball Communications	Zetron Max Radio Consoles
24/7 Chairs	Domore Seating	3312-01107/3312-01108
Console Furniture	Bramic	Marathon W8686

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CAD/Mapping	TriTech/GeoComm	Vision CAD 3.7/GeoLynx
Virtual Servers	Davenport Group	Move and reconfigure SAN
Audio-Visual & Business Phone System	TSA	Mitel 5330e
Netclock	Spectracom	Spectracom
Recording System	Carolina Recording Systems	Eventide Media Works Plus
Security Camera System	Simplex Grinnell	Exacqvision
Door Access System	Star Asset	

(All equipment is covered by preventative maintenance contracts.)

Fourteen reimbursement request were submitted to the 911 Board over the course of the grant project. As of September 30, 2017, all requests for reimbursement have been satisfied.

### **PSAP Overview:**

The Henderson County E911 Center is the Primary Public Safety Answering Point for Henderson County. The Center processes an average of 200,000 emergency and non-emergency phone calls annually and dispatches over 160,000 calls for service. Center staff includes nineteen (19) full time telecommunicators, four (4) full-time call takers, one (1) operations supervisor and one (1) Director. The former PSAP occupied approximately 2,700 square feet in the Henderson County Emergency Services building, while the new PSAP occupies approximately 7,500 square feet in the Henderson County Law Enforcement Center.

SHERIFA

The E911 Center currently serves the following agencies:

- Henderson County Sheriff's Office
- Laurel Park Police Department
- Fletcher Police Department
- The Town of Mills River
- Henderson County EMS
- Henderson County Rescue Squad
- Batcave Fire Department
- Blue Ridge Fire and Rescue
- Dana Fire and Rescue
- Edneyville Fire and Rescue
- Etowah-Horseshoe Fire and Rescue
- Fletcher Fire and Rescue

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- Gerton Fire and Rescue
- Green River Fire and Rescue
- Hendersonville Fire Department
- Mills River Fire and Rescue
- Mountain Home Fire and Rescue
- Saluda Fire and Rescue
- Valley Hills Fire and Rescue
- NC Forest Service

### **Outcomes/Benefits:**

Prior to the beginning of the relocation project, several major concerns were identified regarding the functionality and safety of the Henderson County E911 Center. There were structural concerns, equipment concerns and safety concerns.

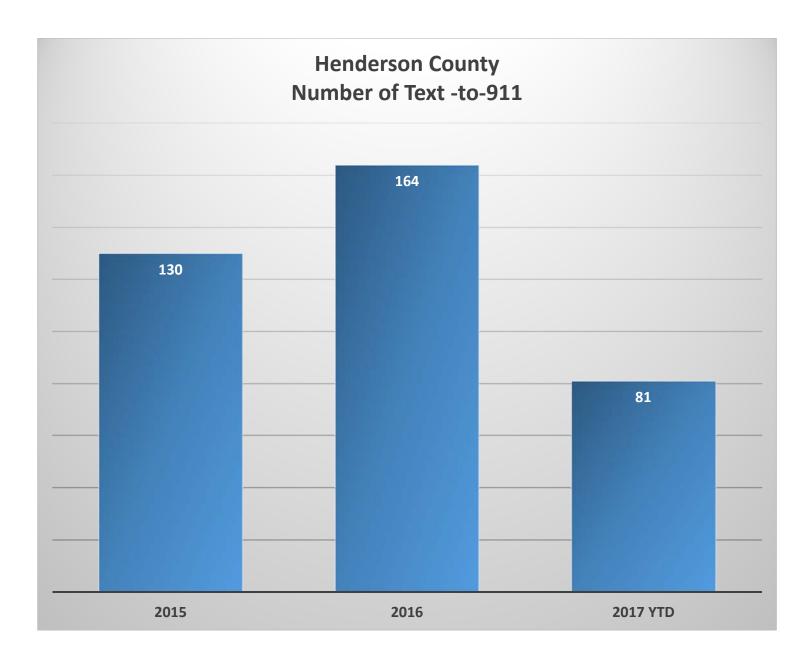
Structural concerns at the old 911 center included fractures in the infrastructure, continued problems with leaks and water damage, as well as lack of space for future expansion. Mission Critical Partners (MCP) and the project team were able to determine space needs and design a facility that not only meets current and future needs, but also meets 911 Board standards and industry best practices for the installation, performance, operation and maintenance of PSAPS.

The majority of the equipment in the old 911 center was at end of life status, without vendor support and technically outdated. Several equipment failures over the years preceding the relocation project left the 911 center unable to receive and dispatch calls for brief periods of time, while a faulty generator and UPS left the center constantly vulnerable to power outages. In the new center, all outdated equipment has been replaced and updated with the latest technology, including "Next Generation" systems, when available. These upgrades have significantly improved center performance and increased efficiency. For example, not only was the old Life Line 100 phone system in need of constant repair, the slow call set-up times made it almost impossible for center personnel to meet the 911 Board standard for call answering times. You can see from the chart below that call answering times improved dramatically as soon as personnel began using the new hosted Viper/A911 phone system. Since the relocation, 911 call answering times have not dropped below 90%.



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The old phone system also did not allow center personnel to received true text-to-911. As you know, this important feature can be critical in certain situations. Since the relocation, center personnel have received text-to-911 for numerous incidents including domestics involving children, drug activity, intoxicated drivers and medical emergencies. The chart below indicates the number of text messages received/sent since the relocation.

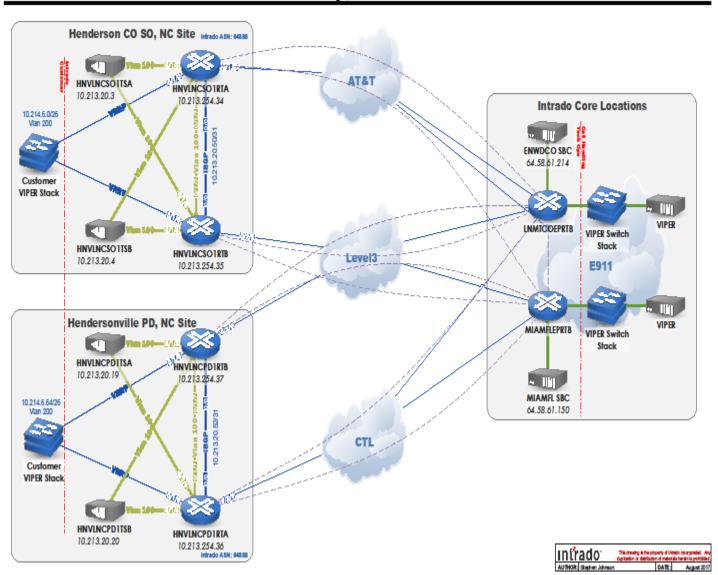


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The new center also provides route diversity, which was not available prior to relocation.

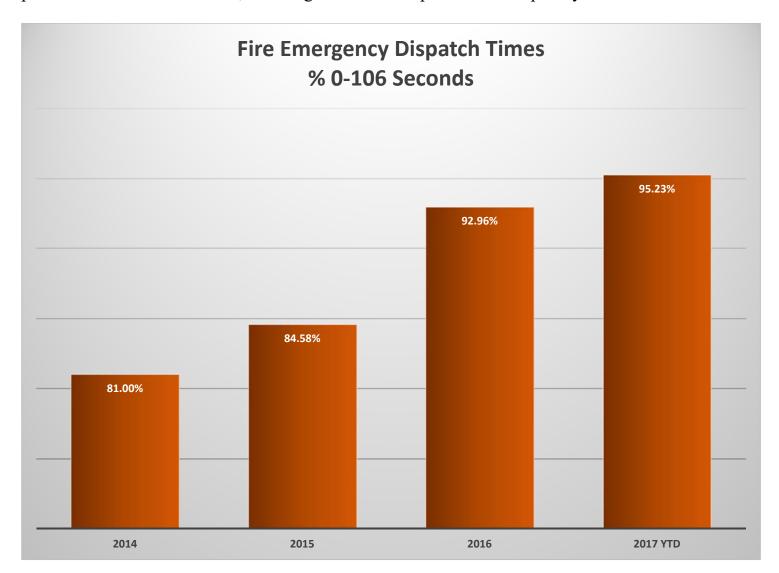
### SIP - Hosted VIPER - Henderson County, NC

Intrado Confidential



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Another example of how updated equipment in the new center has been beneficial is illustrated in the chart below, which shows Emergency Fire Dispatch Times before and after the relocation. Using the outdated radio consoles in the old 911 center, personnel struggled to dispatch emergency fire calls in an efficient manner. With the new Zetron Max console, the dispatching process has been streamlined, allowing calls to be dispatched more quickly.



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In addition to equipment concerns in the old center, there were also numerous safety and security concerns. The old center had several non-secure entry points, a non-secure parking area and an inadequate security/camera system. As you can see from the pictures below, the new center has a secure parking area, digital camera system and secure entry points which are managed with an access control system.





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Henderson County deeply appreciates the North Carolina 911 Board and the grant program for helping to ensure that Public Safety Answering Points across the state are able to acquire the latest 911 technologies, in order to provide the highest level of service to their citizens, visitors and first responders.

(Additional pictures below)



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### Empty Space in the Henderson County Law Enforcement Center. Home of the new 911 Center!



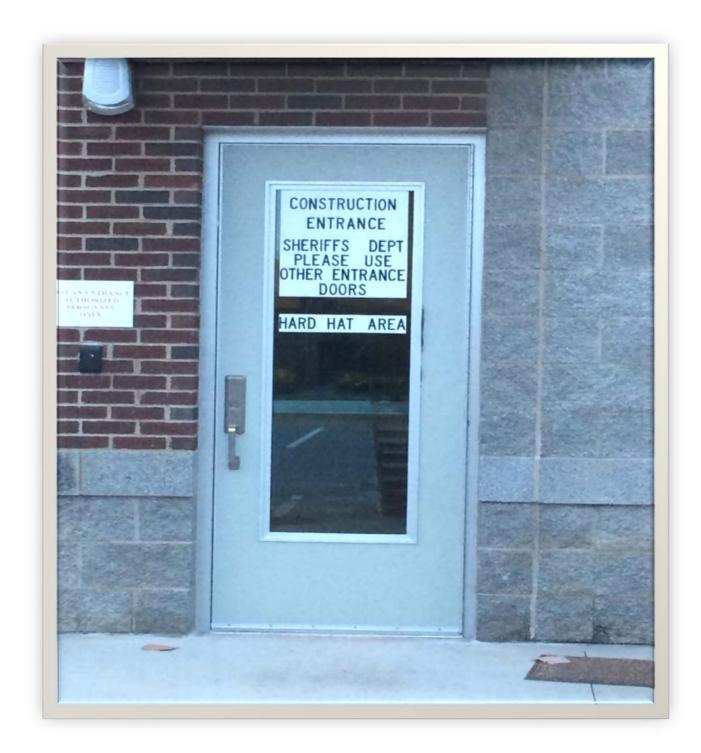
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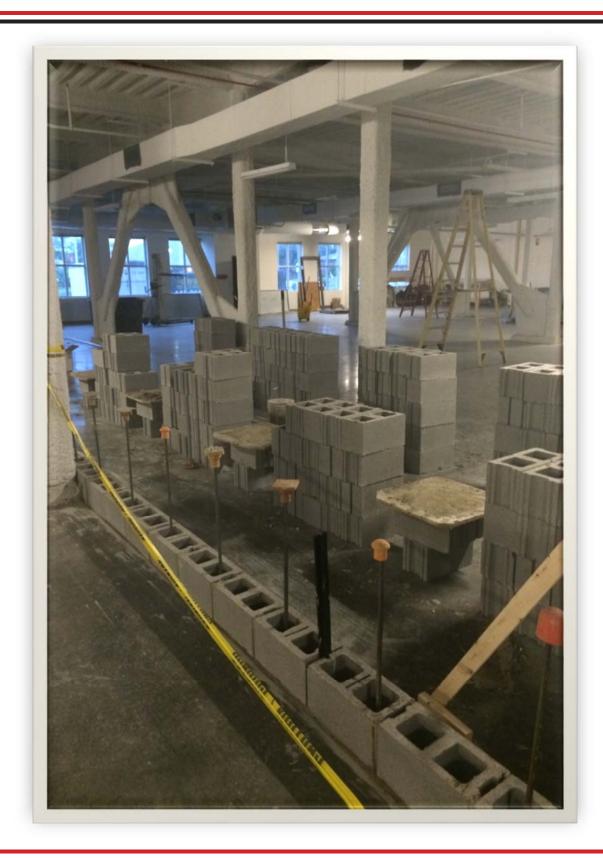
### Planning begins...



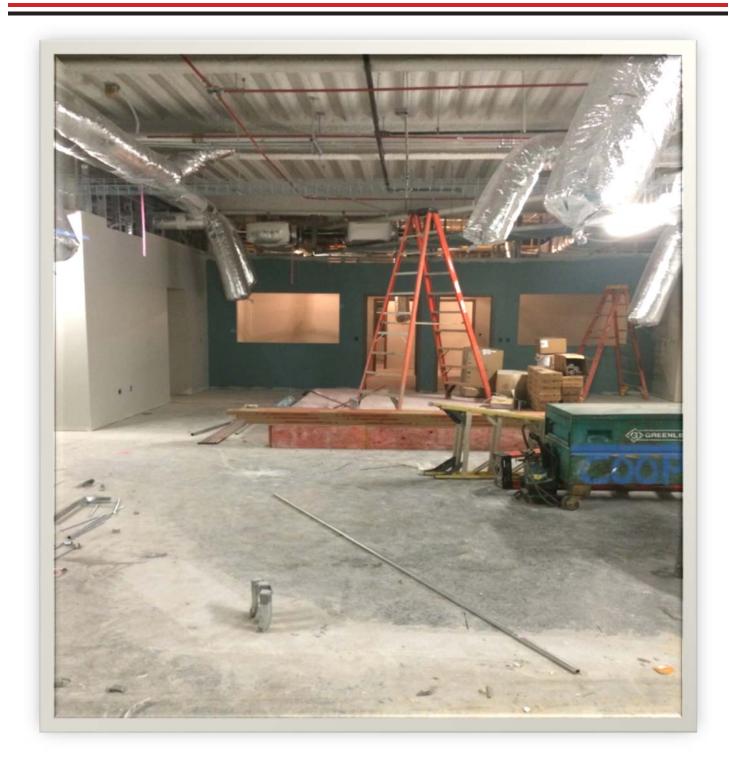
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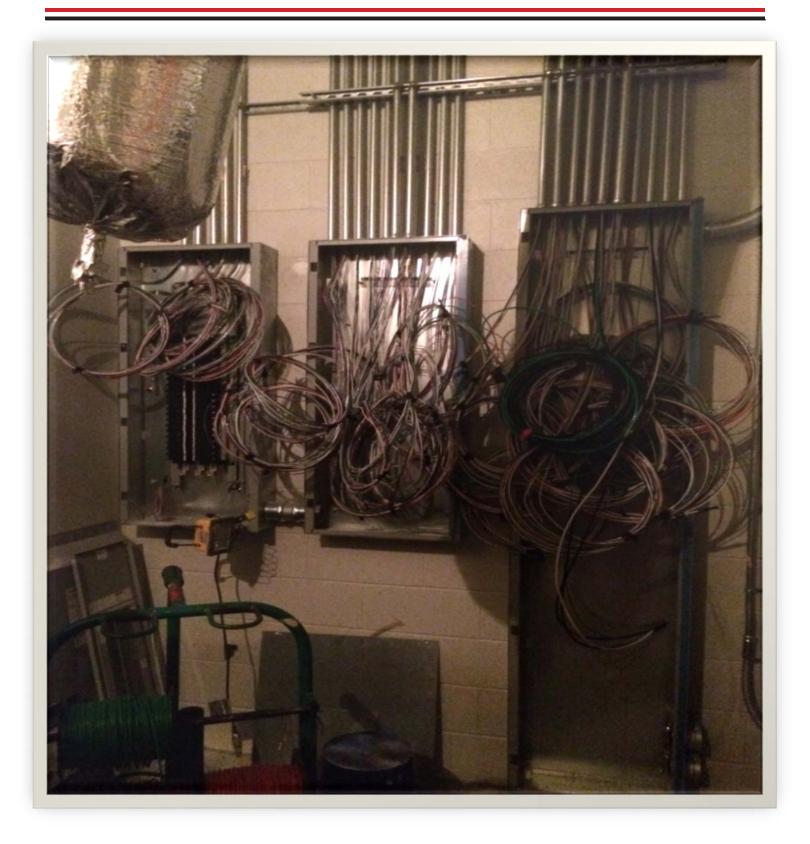
### **Construction Begins...**

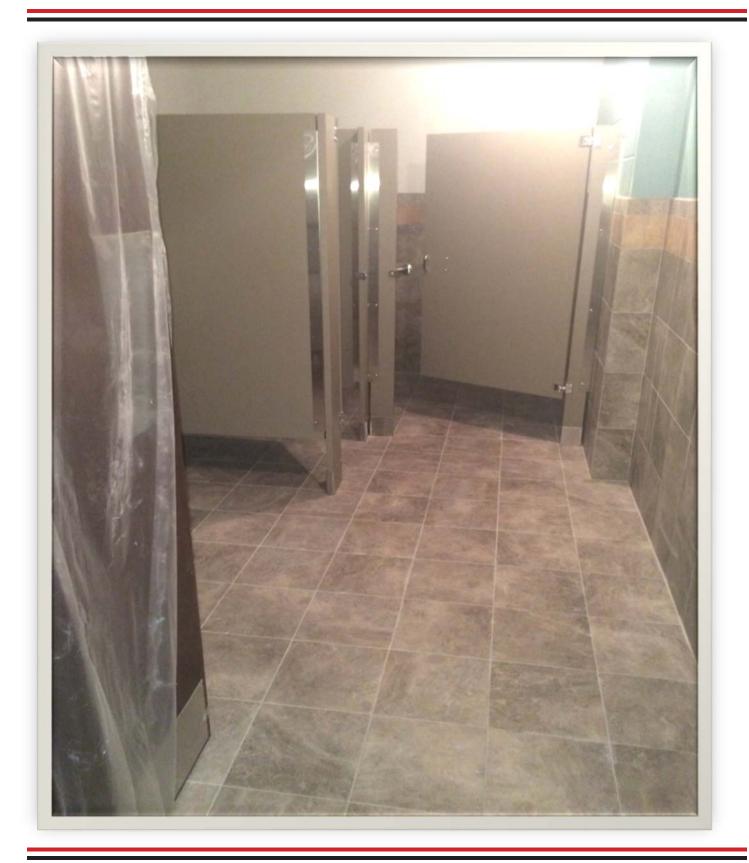


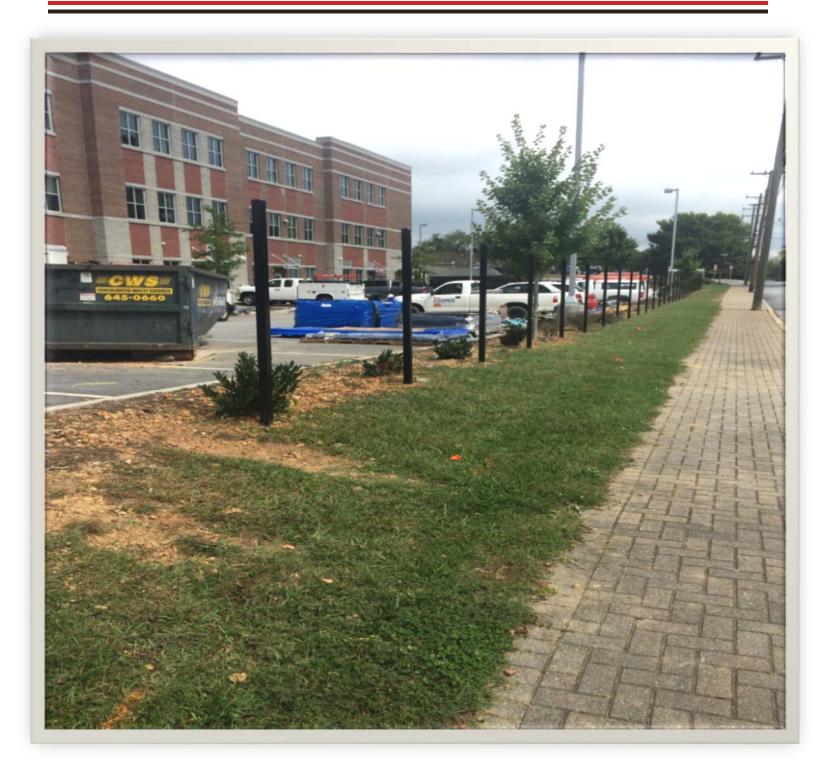


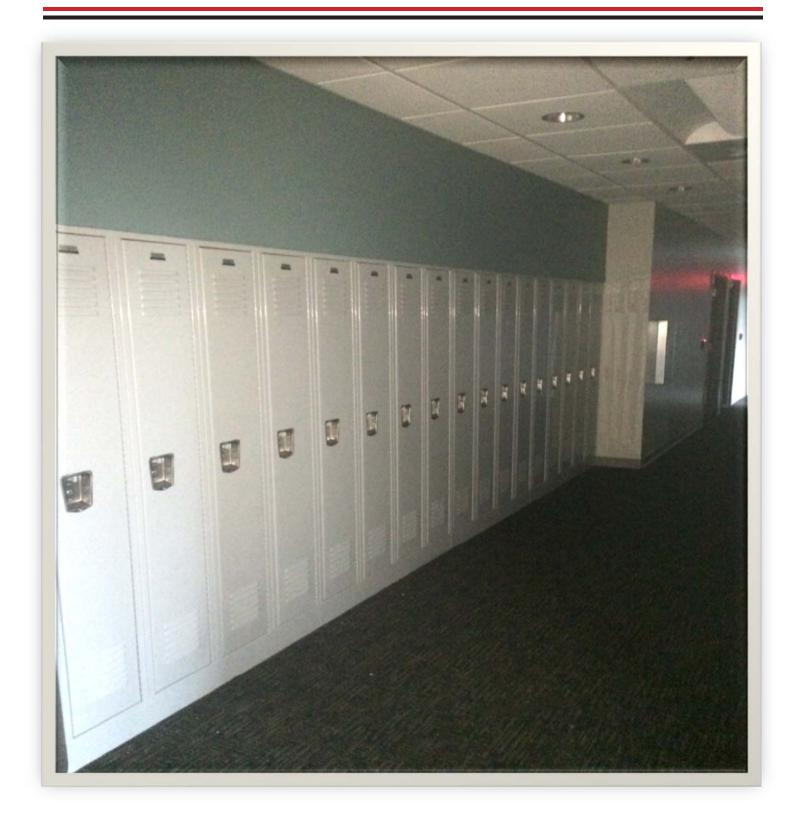








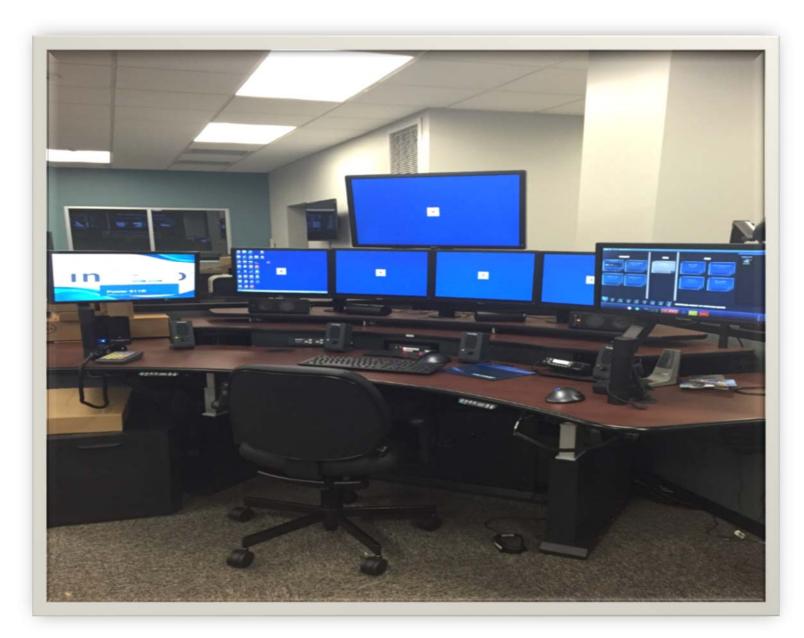






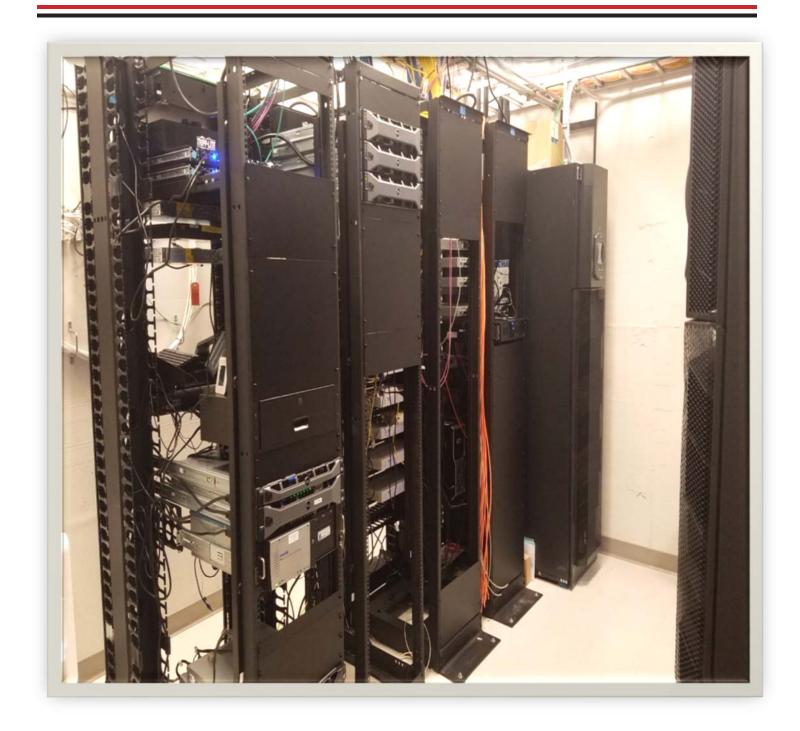






**Bramic Workstations** 

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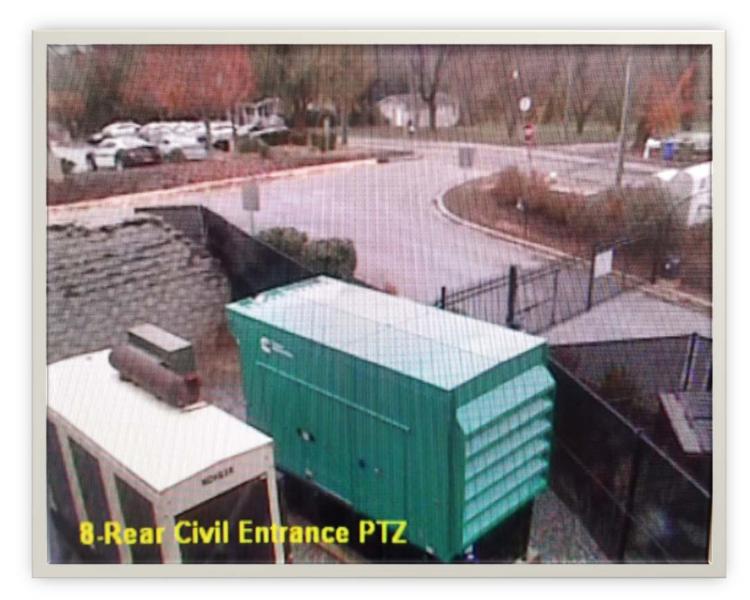
**Server Room** 

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**Eaton UPS** 

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**Cummins Generator** 

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**Zetron Max Radio Console** 

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**Hosted VIPER/Power 911** 

## Sheriff Charles S. McDonald

HENDERSON COUNTY SHERIFF'S OFFICE 100 North Grove Street Hendersonville, NC 28792



One of our TCs-being great!



## Lincoln County PSAP, NC

## **PSAP Grant Project**

Monthly Progress Report - May, 2018

MCP Project Number 17-125

Activity	This Period	Next Period
1. Design	<ul> <li>RFI on conduit locations and counts</li> <li>Data Center walls shifted slightly to accommodate larger lockers</li> </ul>	No actions expected
2. Permits	Construction permits	Construction permits
3. Construction	<ul> <li>Completed site clearing and grading</li> <li>Continued erosion control</li> <li>Began storm drainage</li> </ul>	<ul> <li>Bring utilities to the site</li> <li>Layout the facility on the site</li> <li>Begin footings for the building</li> </ul>
4. Communications Systems	<ul> <li>Worked closely with AT&amp;T and NC 911 Board staff on CPE options</li> <li>Began negotiations on the dispatch furniture</li> <li>Continue to evaluate the monopole proposals</li> <li>Continued biweekly discussions around technology</li> </ul>	<ul> <li>Award contracts for the dispatch furniture</li> <li>Continue planning for CPE / ESInet</li> <li>Finalize timelines for technology procurements</li> <li>Continue review of monopole proposals.</li> </ul>
5. Other Activity	MCP continued biweekly project meetings with the client	<ul> <li>MCP will continue biweekly project meetings with the client</li> <li>Lincoln County staff will participate in the monthly construction meeting</li> </ul>



## Martin County PSAP and Regional Backup Facility, NC

PSAP Consolidation Project – Phase II – Grant Project

MCP Project Number 16-184

Monthly Progress Report - May, 2018

Activity	This Period	Next Period
1. Design	No additional actions required	No additional actions planned
2. Permits	No action	Begin obtaining construction permits
3. Construction	<ul> <li>Martin County Board approves project on May 9</li> <li>Construction kickoff meeting held on May 10</li> <li>Contracts being routed</li> </ul>	<ul> <li>Issue notice to proceed</li> <li>Finalize contracts</li> <li>Break ground</li> <li>Begin site work</li> </ul>
4. Communications Systems	<ul> <li>Established timelines for technical systems procurement and installation</li> <li>Review radio console and data center systems quotes</li> <li>Discussed CPE options and costs</li> <li>Reviewed grounding and NC 911 Board rules with contractor</li> </ul>	<ul> <li>Continue meeting with vendors to finalize needs</li> <li>Schedule meetings to finalize radio / tower requirements</li> <li>Hold meetings to discuss data center systems</li> <li>Meet with NC 911 Board staff and AT&amp;T on CPE options / features</li> <li>Begin needs assessment on dispatch furniture</li> </ul>
5. Other Activity	<ul> <li>MCP conducted periodic conference calls with the clients</li> <li>MCP coordinated the process for grant budget handling</li> </ul>	MCP will participate in project team meetings with the clients



## Mitchell County, NC

## PSAP Construction and Regional Backup

Monthly Progress Report - May 2018

MCP Project Number 16-173

	Activity		This Period		Next Period
1.	Design	•	N/A	•	No further activity
2.	Permits	•	No activity this reporting period	•	Dependent on Hickory Construction
3.	Construction	•	Awarded construction contract to Hickory Construction Approved contract for Hickory Construction at Commissioners' Meeting	•	Hold groundbreaking ceremony Hold pre-construction kick-off meeting Begin on-site construction work
4.	Communications Systems	•	No activity this reporting period	•	Continue to refine technology plan Schedule meeting to discuss technology and budget in early July
5.	Other Activity	•	Received approval for grant extension request Held meeting to discuss revised grant award and extension Continued to track grant spending Updated budget tracking spreadsheet Reviewed architect invoice	•	Regular communications with project team, as needed Track grant budget, ongoing Determine construction review schedule



## Pasquotank County PSAP, NC

## **PSAP Consolidation Project**

Monthly Progress Report - May, 2018

MCP Project Number 16-185

Activity	This Period	Next Period
1. Design	No additional actions required	No additional actions planned
2. Permits	No action	No action
3. Construction	<ul> <li>Construction kickoff meeting held on May 10 for the Martin County and regional backup facility</li> <li>Martin County finalizing contracts</li> </ul>	<ul> <li>Martin County to issue notice to proceed</li> <li>Site work to begin</li> </ul>
4. Communications Systems	<ul> <li>Issued an RFP for tower structural upgrades</li> <li>Reviewing responses</li> <li>Received structural report for the South Mills tower site</li> <li>Evaluating options for South Mills tower site modifications</li> </ul>	<ul> <li>Select a vendor for the Main Dispatch Tower upgrades</li> <li>Begin tower work at the Main site.</li> <li>Choose the best option for the South Mills tower</li> <li>Participate in CPE options / features seminar hosted by Martin County with AT&amp;T and NC 911 Board</li> <li>Begin needs assessment for dispatch furniture</li> </ul>
5. Other Activity	MCP conducted periodic project communications with the stakeholders	MCP will conduct periodic communications with the stakeholders



## Richmond County, NC

### **PSAP** Consolidation and Construction

Monthly Progress Report - May 2018

MCP Project Number 15-175

	Activity		This Period		Next Period
1.	Design	•	N/A	•	No further activity
2.	Permits	•	N/A	•	No further activity
3.	Construction		Completed HVAC controls Completed MEP commissioning Completed commissioning of building systems Conducted training on building systems Conducted punch list walk- through Conducted grounding review Completed fence grounding Began parking lot lighting installations Achieved substantial completion Received temporary certificate of occupancy Received operations manuals Began closeout procedures for construction contract Conducted jobsite reviews Kept weekly photographic record of progress Reviewed field reports Held monthly construction meeting		Closeout construction contract
4.	Communications Systems	•	Continued receiving procured technology Continued technology implementations  - Radio consoles  - Monitors  - NetClock	•	Complete fiber connectivity Continue technology implementations and connections  - Radio consoles  - Access card and camera systems  - Servers



Activity	This Period	Next Period
	<ul> <li>Access card and camera systems</li> <li>Servers</li> <li>Continued cabling in cable trays</li> <li>Poured tower foundation</li> <li>Erected tower</li> <li>Conducted grounding review</li> <li>Installed antennas</li> <li>Ran radio cables from tower to equipment</li> <li>Began tower grounding</li> <li>Moved console workstation furniture for training room</li> <li>Held AT&amp;T status calls</li> <li>Continued preparations for cutover</li> </ul>	<ul> <li>Continue to ground workstations</li> <li>Conduct grounding review</li> <li>Conduct acceptance testing         <ul> <li>Radio consoles</li> </ul> </li> <li>Conduct radio console training</li> <li>Hold final AT&amp;T status calls</li> <li>Continue preparations for June cutover</li> </ul>
5. Other Activity	<ul> <li>Planned dedication ceremony</li> <li>Moved cutover out one week</li> <li>Installed workstation furniture</li> <li>Installed administrative and EOC furniture</li> <li>Conducted punch list walk-through for furniture</li> <li>Moved administrative personnel to new facility</li> <li>Continued to track grant budget</li> <li>Approved final change order for construction</li> <li>Conducted calls between County and MCP regarding project needs and status updates</li> <li>Submitted invoices for reimbursement</li> <li>Held law enforcement meetings</li> </ul>	<ul> <li>Hold dedication ceremony (June 6)</li> <li>Cutover to new facility (June 20)</li> <li>Continue development of SOPs and training approach for consolidation</li> <li>Meet with law enforcement workgroup – ongoing</li> <li>Regular communications with project team, as needed – ongoing</li> <li>Continue to track grant budget</li> <li>Hold status meetings between County and MCP</li> <li>Attend monthly construction meetings</li> </ul>

## ROBESON COUNTY EMERGENCY MANAGEMENT





June 1, 2018

Ms. Pokey Harris Executive Director NC 911 Board

## 2018 NC 911 Grant for Robeson County

In regards to a quick update on the status of our backup center, everything with the exception of the radio system is proceeding as planned. This week we did receive a call from our Century Link Sales Rep advising us that the Radio Vendor that we has chosen to provide our Radio Equipment for the backup center was closing its doors effective May 31th. We have been given the option to continue with the purchase, with no changes expected from the current vendor because they are been acquired by another company out of Tennessee.

In the meantime, we are currently getting additional quotes from other qualified vendors for our radio needs. We will continue to keep you updated at the process proceeds. Should you have any questions, please feel free to reach out to us.

Thanks Again,

Assistant Director EM

STEPHANIE V. CHAVIS DIRECTOR

MATTIE L. CAULDER ASSISTANT DIRECTOR

JUSTIN HUNT INSPECTOR 4 c)
Grant Fund Balance

4 d) NG911 Fund Balance

4 e)
CMRS Fund Balance

4 f) PSAP Fund Balance

		Total Disbursed FY2011-2016	<b>Jul-17</b> \$33,346,207.35	<b>Aug-17</b> \$32,601,628.32	<b>Sep-17</b> \$31,686,797.64	Oct-17 \$29,728,695.26	Nov-17 \$44,282,563.16	Dec-17 \$42,257,859.45	<b>Jan-18</b> \$41,431,405.11	Feb-18 \$38,175,132.72	Mar-18 \$36,897,818.83	<b>Apr-18</b> \$35,997,230.20	May-18 \$35,311,807.75	<b>Jun-18</b> \$33,122,834.94	Expenditu Grant Bal
	Award														
FY2014	Amount														
Henderson County G2014-04 Hertford County G2014-05	3,600,000.00 4,250,000.00	-3,433,293.71 -4,217,591.67			-24,748.00 15,176.78	-324.53									
Y2016	Award Amount														
Fraham County G2016-01	3,401,528.00	-188,671.78			-300,406.43		-683,819.80		-189,291.13		-301,251.17				1,738,
Iyde County G2016-02	1,266,887.00	-493,006.64			-239,775.85										534,
chmond County G2016-03	6,357,537.00	-559,364.47		-518,381.73	-324,279.26		-757,663.73	-331,264.47			-447,370.39		-1,075,046.42		2,344
<b>2017</b>	Award Amount														
atawba G2017-1A	296,827.00	-92,094.42	-2,176.20		-56,925.25	-40,152.50			-48,709.95						56
nowan G2017-2	409,917.00	0.00													409
orsyth G2017-3	1,085,000.00	-195,267.42								-213,576.42					676
ncoln G2017-6	2,000,000.00	-17,253.44		-162,209.48	2 <u>-</u> 2-2		10/ 220 53						-217,493.40		1,603
artin G2017-7	5,196,315.00	0.00	50 555 50	50 (50 50	-67,050.97		-104,229.99						-96,968.63		4,928
cDowell G2017-8A itchell G2017-9	63,822.00 3,163,000.00	-1,322.51	-50,656.58	50,656.58	-62,499.49 -51,742.70		-34,621.57	15 120 01		45 4CC 05			2( 102 01		2,913
	586,404.00	-76,097.33 0.00			-279,910.32		-34,021.37	-15,139.01 -258,701.67		-45,466.95			-26,183.91		2,91. 4(
oore G2017-10 squotank G2017-11	1,010,779.00	-150,825.50		-31,969.32	-279,910.32		-34,166.50	-238,701.07		-7,557.10					793
quimans G2017-12A	176,206.00	-41,696.51	-103,656.00	-31,909.32			-34,100.30								30
cky Mount G2017-13A	166,749.00	0.00	-105,050.00				-19,275.00								147
wan G2017-14	862,905.00	0.00					17,275.00								862
elby G2017-15	920,993.00	0.00								-920,993.00					00.
ashington G2017-16	344,524.00	0.00													344
lson G2017-17	48,185.00	0.00			-48,185.00										
	Award														
2018	Amount														
inklin G2018B-4	1,204,482.00	0.00													1,204
beson G2018-01	339,065.00	0.00													339
ilson G2018-B3	157,913.00	0.00													157
ell G2014-B	2,361,230.00	0.00													2,36
FATEWIDE PROJECTS:	Award Amount														
CATS II	1,354,880.00	0.00	-80,153.63	-77,748.56	-72,964.58	-71,977.41	-76,117.53		-9,000.00	-66,600.00	0.00	-257,400.00	-66,600.00		570
erpretive Services	1,155,000.00	-99,481.50	-13,209.75	-14,268.00	-13,898.43	-13,601.63	-15,036.00	-13,353.75	-13,504.50	-13,869.75	-13,710.00	-15,704.25	0.00		91:
tho Project III Image 16	4,076,752.00	-3,216,180.92	-118,131.00	-62,968.68											
tho Project III Image 17	3,815,129.00	-1,369,349.99	-407,425.40	-130,302.90	-461,769.20	-302,338.90	-318,500.30	-136,421.30	-30,174.56	-23,397.93	-43,899.21	-140,222.80	-101,322.69		350
ho Project III Image 18	3,508,433.00	0.00					-27,132.00	-113,589.70	-9,305.97	-25,885.37	-131,120.80	-317,784.90	-646,398.20		2,23
	Approved Transfer from PSAP Fund Interest		30,829.53	32,361.41	324.53 30,551.79	14,954,365.99 27,896.88	45,858.71	42,015.56	-3,000,000.00 43,713.72	40,032.63	36,762.94	45,689.50	41,040.44		
	Total Ending Fund Balance	\$ 33,346,207.35		·		·	\$42,257,859.45		-			Í			

PSAP Grant-Statewide 911 Projects Fund

Remaining

PSAP Grant-Statewide 911 Project	ts Fund
----------------------------------	---------

 CASH BASIS REPORTING
 Image19
 \$ 3,273,555.00

 Cash Equation (Grant Fund Total)
 \$4,283,822.06

			<b>Grant Fund</b>	NG 911	NG 911 Fund
NG 911 FUND	Revenue 10%	Interest	Transfer	Disbursement	Balance
Beginning Fund					
Balance:					\$12,276,454.78
July 2017	\$ 767,527.04	\$ 11,349.93			13,055,331.75
August 2017	735,548.30	12,959.14		\$29,050.44	13,774,788.75
September 2017	683,334.10	13,281.38		1,020.00	14,470,384.23
October 2017	697,994.11	13,578.75		-	15,181,957.09
November 2017	696,644.95	15,722.33		340.00	15,893,984.37
December 2017	693,123.25	15,802.85		1,700.00	16,601,210.47
January 2018	761,506.86	17,515.71	\$3,000,000.00	510.00	20,379,723.04
February 2018	668,536.56	21,371.34		3,570.00	21,066,060.94
March 2018	712,745.41	20,989.06		1,870.00	21,797,925.41
April 2018	716,654.45	27,667.03		4,420.00	22,537,826.89
May 2018	748,882.98	26,194.14		-	23,312,904.01
June 2018	-	-		_	

<sup>\*\*</sup>Report not certified through OSC

CMRS FUND:	CMRS Revenue	Interest	CMRS Disbursement	GRANT Allocation	CMRS Fund Balance
Beginning Fund	- NO VOITAG	11101001	Diobarcomoni	7 HIOGALIOII	Daianio
Balance:					\$5,774,603.59
<b>July 2017</b>	\$523,005.90	\$5,338.79	\$147,406.38		6,155,541.90
August 2017	546,985.66	6,110.19	301,640.36		6,406,997.39
September 2017	522,276.02	6,177.50	-		6,935,450.91
October 2017	514,376.63	6,508.10	335,972.26	\$3,000,000.00	4,120,363.38
November 2017	494,229.10	4,267.02	-		4,618,859.50
December 2017	519,742.77	4,592.38	80,712.46		5,062,482.19
January 2018	552,811.32	5,341.36	325,078.65		5,295,556.22
February 2018	545,008.23	5,553.22	476,236.74		5,369,880.93
<b>March 2018</b>	519,671.97	5,350.25	135,244.99		5,759,658.16
April 2018	548,261.99	7,310.45	463,926.19		5,851,304.41
May 2018	558,144.34	6,800.56	181,445.11		6,234,804.20 **
<b>June 2018</b>		-	-		

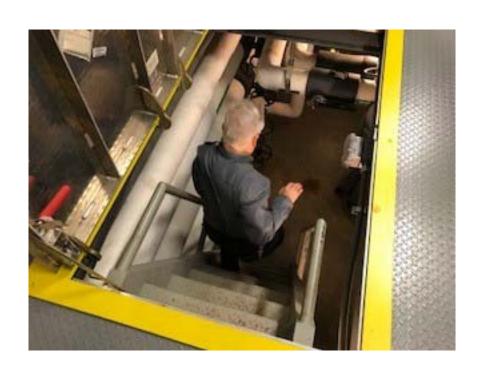
<sup>\*\*</sup>Report not certified through OSC

			Revo	enue			GRANT Allocation Transfer out	Monthly Expenditure	Fund Balance
PSAP FUND	<b>PSAP 80%</b>	Wireline	VOIP	Prepaid Wireless	Interest	Total			\$10,402,969.59
July 2017	\$2,963,700.11	\$864,766.43	\$1,056,727.57	\$1,430,465.78	\$9,617.84	\$6,325,277.73		\$4,723,549.30	12,004,698.02
August 2017	3,099,585.42	1,035,569.76	1,000,848.24	870,746.30	11,916.25	6,018,665.97		4,175,832.95	13,847,531.04
September 2017	2,959,564.07	726,316.75	960,087.77	920,262.03	13,351.53	5,579,582.15		4,184,655.41	15,242,457.78
October 2017	2,914,800.95	863,823.62	1,001,433.96	924,692.19	14,303.25	5,719,053.97	\$11,954,041.46	4,175,832.95	4,831,637.34
November 2017	2,800,631.55	962,833.66	997,700.11	951,711.98	5,003.61	5,717,880.91		4,152,229.85	6,397,288.40
December 2017	2,945,209.10	788,342.05	972,027.05	950,407.07	6,360.61	5,662,345.88		4,171,464.83	7,888,169.45
January 2018	3,132,597.49	805,588.00	974,884.19	1,319,145.22	8,322.70	6,240,537.60		4,542,443.49	9,586,263.56
February 2018	3,088,379.94	690,493.28	982,138.38	650,640.84	10,052.70	5,421,705.14		4,162,174.89	10,845,793.81
March 2018	2,944,807.87	789,055.47	964,987.86	1,132,038.30	10,806.15	5,841,695.65		4,166,062.81	12,521,426.65
April 2018	3,106,818.01	931,338.27	1,006,832.75	792,139.90	15,892.83	5,853,021.76		4,392,971.89	13,981,476.52
May 2018	3,162,817.84	796,617.25	984,696.08	1,170,271.67	16,249.69	6,130,652.53		4,240,115.01	15,872,014.04 *
June 2018		-	-		-	-		<u>-</u>	

<sup>\*\*</sup>Report not certified through OSC

## Tab 5 Executive Director Report Pokey Harris

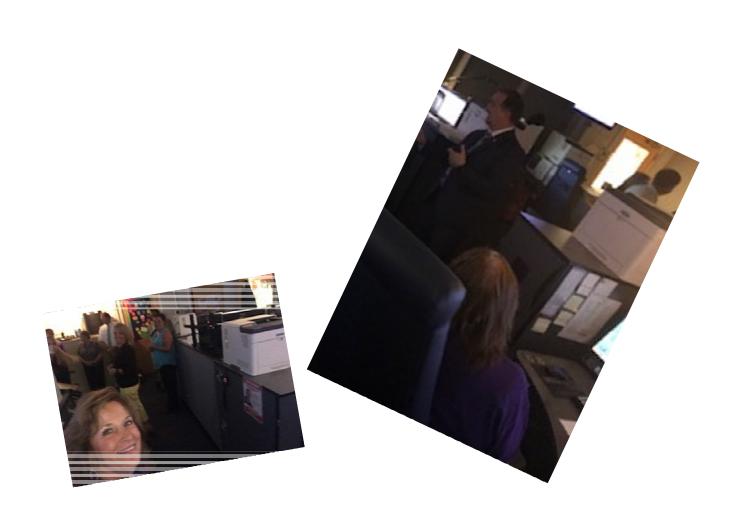
## 5 a) Western Data Center Tour 05/18/2018



## 5 b) Rutherford County PSAP Tour 05/18/2018



# 5 c) Franklin County PSAP Chairman's Tour 05/31/2018



# 5 d) Richmond County New Facility Open House 06/06/2018







**News Release** 

For Immediate Release

**Date:** June 6, 2018 **Contact:** Maggie Bizzell

maggie.bizzell@nc.gov

(919) 616-4801

## **Boyette Helps Open State's Newest 911 Center**

Consolidated operations will make Richmond County safer

**Rockingham, N.C.** – Eric Boyette, secretary of the North Carolina Department of Information Technology and chair of the state's NC 911 Board, helped Richmond County open its new 911 center Wednesday.

"I'm proud that the 911 Board played a part in making this community safer, and I look forward to seeing how this investment pays off for the people of Richmond County," said Boyette, who delivered opening remarks at a dedication ceremony Wednesday. "Supporting our emergency responders, law enforcement, fire and rescue so they can provide great service to our citizens is a very important responsibility. This is a great day for everyone who lives in this community."

The \$8 million project will consolidate 911 operations for Richmond County with the sheriff's department and the police departments for Hamlet and Rockingham. The new Public Safety Answering Point, or PSAP, will have enhanced capabilities that will allow law enforcement to see details of 911 calls and how they are assigned. The agencies will also be able to share information such as warrants and arrest records more easily. A new automatic vehicle location service will allow emergency communicators to assign the closest vehicles to incidents and know the physical locations of vehicles even when law enforcement officers are unable to communicate.

"Richmond County is a prime example of how jurisdictions can think outside the box to improve and enhance 911 service delivery to citizens and visitors across multiple localities," said Pokey Harris, executive director of the 911 Board. "I encourage PSAPs across the state to look at what Richmond County has done as a model for the next generation of public safety and emergency services as we all consider ways to embrace advancing technology and maximize available funding."

The 911 Board provided a \$6.35 million grant for the project. The board is housed within the state Department of Information Technology.

The N.C. 911 Board is responsible for both wireline and wireless 911 communications in the state, as well as related policies and procedures, and it administers the state's 911 Fund. The fund is used to support equipment purchases for all 911 centers in the state. The board is housed with the N.C. Department of Information Technology.

###

For more information about the North Carolina Department of Information Technology, visit our <u>website</u> or follow us on <u>Twitter</u>, <u>Facebook</u>, <u>LinkedIn</u>, <u>YouTube</u>, and <u>Flickr</u>.

\*\*\*NCDIT\*\*\*

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# 5 e) Mitchell County Ground Breaking 06/08/2018



# 5 f) Martin County Ground Breaking 06/20/2018



June 20, 2018

### **NEWS RELEASE**

FOR IMMEDIATE RELEASE

**Contact:** 

David Bone
County Manager
252-789-4300
dbone@martincountyncgov.com

### Construction Begins on Martin County 9-1-1 and Regional Back-up Center

Construction / site work recently began on the Martin County PSAP and Regional Back-up Center. A "PSAP" (or "Public Safety Answering Point') is commonly referred to as a 9-1-1 center. The project involves the construction of a new, 5,000 square foot, 9-1-1 communications center on a county-owned site at 1528 Prison Camp Road in Williamston.

In addition to serving as the primary 9-1-1 communications center for Martin County, it will also serve as a back-up facility for Bertie County Communications and Pasquotank County (which also provides service to Camden County). Back-up 9-1-1 Communications Centers are required by a state law so local communities will have a mechanism for continuity of service in the event the main 9-1-1 communications center becomes inoperable, due to weather, phone outage or some other reason. The new center will be a state-of-the-art facility that will help Martin, Bertie and Pasquotank Counties provide the highest level of service to those living in or visiting the communities.

A \$5,196,315 grant from the NC 9-1-1 Board will pay for the project. The NC 9-1-1 Board regulates 9-1-1 service throughout the state. Additionally, it collects a 9-1-1 fee through phone companies and distributes these funds to 9-1-1 centers across the state.

A \$4,315,437 grant was awarded to Martin County in 2016. Since then, the project was designed and bid. The NC 9-1-1 Board agreed to fund an additional \$880,878 in May, due to increased construction costs.

In addition to funding the construction of the new building, the grant also provides funding for the procurement and installation of Next Generation 9-1-1 technologies.

The current Martin County 9-1-1 communications center will be maintained as a back-up facility for Martin County.

Butch Lilley, Chairman of the Martin County Board of Commissioners, stated, "We are very appreciative to the NC 911 Board for its support of this project, providing 100% grant for the

construction of the building and purchase of the equipment. We are also thankful for our partners in Bertie and Pasquotank Counties for their collaboration in this regional initiative. We look forward to having a state-of-the-art 911 communications center that will serve the citizens of Martin County and the region for many years to come."

Jason Steward, Telecommunications Manager and 9-1-1 Director for Martin County Communications stated, "We couldn't be more excited to see this project begin construction. This event marks the culmination of the efforts of many individuals who came together many months ago with a common goal: providing life-saving, efficient, and quality emergency services for the citizens of Martin County and our regional partners. We look to the future opening and activation of this site with optimism, due to the professionalism and tireless work of our team."

The Schrader Group is the architect for the project. A. R. Chesson Construction is the general contractor. Mission Critical Partners are the technology consultants, as well as the consultants who assisted with the grant application.

The following is the tentative schedule for the project:

- Construction
- System Integration
- Commissioning
- Migration
- Owner Occupancy

Through May 2019

June 2019

July 2019

August 2019

September 2019

(Attached are pictures of the construction site.)

#####



## 5 g) 2018 NASNA Report 06/16-17/2018

After 28 years of dedicated service to North Carolina and the 911 industry, Richard Taylor announced his resignation as Executive Director to the NC 911 Board in January of this year, vacating his post on April 30. L. V. Pokey Harris, a native of southwest Virginia and three-year resident of North Carolina has succeeded in him that position. Pokey brings nearly a quarter century of experience within 911 and public safety communications to her new role.

It has been a very busy year since the last report to NASNA with NG 911 being the primary focus of the 911 Board and staff. Richard was instrumental in shepherding in this initiative, and the entire 911 Board staff has picked up the torch and is moving it forward at a brisk pace. Since the contract award in 2017, the NC 911 Board is fully engaged in the migration to NG911. The contract vendor, AT&T, has deployed a full-scale project management team that is working with a project management team from the 911 Board on all aspects of service design, engineering, project management, and service implementation. AT&T is contracted to provide both ESINet and hosted 911 call handling services across the State of NC. To date, 11 PSAPs have been vetted and scheduled for deployment over the next six to eight months. That number will increase dramatically after the first series of sites go live in the fall of 2018. One large PSAP has converted to the AT&T ESINet as a full i3 site and is accepting calls in a regular production mode. The migration is revealing the need to re-think traditional approaches to operational policies and traditional primary, secondary and backup arrangements. The flexibility of the new technology will require out of the box thinking in terms of traditional operational dynamics as we embrace the full value that the technology offers.

Another initiative that the Board and staff have embraced is Text-to-911. North Carolina has encouraged every PSAP to implement this capability. Out of 116 PSAPs, approximately 92 have implemented. The implementations to receive text to 911 have mostly been TTY with a few GEM911 and IP. Legislation is pending that would require North Carolina PSAPs to accept text to 911.

The North Carolina Rules Commission has accepted the rules for PSAP review and added them to the North Carolina Administrative Code. This requires that each PSAP in North Carolina participate in a review that consists of ensuring all equipment, security, call answer times, etc. are in working order and/or completed in the appropriate time limit. Very pleased that the rules have implemented, a very aggressive timeline to review PSAPs has been implemented. A minimum of two peer reviewers and one staff member will participate in each PSAP review process. If no deficiencies are found that PSAP will not be reviewed again for three years. If deficiencies are found and corrected within thirty days, that PSAP will not be reviewed within twelve months.

Other legislation that has been implemented to increase redundancy, and thus enhanced service to the citizens of North Carolina, is the requirement for all PSAPs to have an approved and implementable backup plan. The backup plans had to be implementable by July 1, 2017. All PSAPs met the deadline.

Education continues to be an important agenda item for the Board and staff. Discussions are underway with stakeholders across the various emergency services disciplines including police, Sheriff, EMS, and fire, as well as related organizations and associations, to determine the most feasible way to address the need for basic telecommunicator training. A stakeholder summit was held this past April with such overwhelming support that a second summit has been scheduled for July. The same stakeholders will be returning to the table for more in-depth discussion.

As the 911 Board and staff look at the future vision and mission of the Board, some administrative and organizational changes on the horizon include the implementation of a PSAP Assistance Team (PAT) approach to providing services and assistance to all North Carolina PSAPs. This model will incorporate the assignment of a Regional 911 Coordinator and a Financial Review Specialist as the team that will serve as the primary point of contact for each PSAP. This new service model will allow for improved coordination with the PSAP and improve customer service to ensure that the needs of the PSAPs are being met more timely and efficiently.

5 h)
NENA Conference Update
06/17-20/2018

5 i) Update on State Plan Project

5 j)
Current Grant Cycle Closed
(June 15)

5 k)
Staffing Update

## 5 I)Legislative MattersRichard Bradford

## Legislative Report

12 June 2018 for the 22 June 2018 911 Board meeting

Bill	Title / 911 impact
S99	Appropriations Act of 2018
	https://webservices.ncleg.net/ViewBillDocument/2017/6473/0/S99-PCCS55094-MMxr-2
	SECTION 7.26.(a) revises G.S. 115C-105.51 regarding the Statewide Anonymous Tip Line to make non-substantive text changes, and to add specific schools to the scope of the program including: schools under the control of a local school administrative unit, schools under the control of the State Board of Education, including schools operated under Article 7A and Article 9C of this Chapter, schools under the control of The University of North Carolina, charter schools, and regional schools.
	SECTION 37.1.(a) GROWING RURAL ECONOMIES WITH ACCESS TO TECHNOLOGY (GREAT) PROGRAM. Introduces a grant program to be administered by the Dept. of Information Technology targeting rural areas for broadband infrastructure development. It includes a definition of "unserved area" as follows: "Unserved area. – A designated geographic area that is presently without access to broadband service, as defined in this section, offered by a wireline or fixed wireless provider. Areas where a private provider has been designated to receive funds through other State or federally funded programs designed specifically for broadband deployment shall be considered served if such funding is intended to result in construction of broadband in the area within 18 months."
	SECTION 37.4.(a) revises G.S. 143B-1403(a) to add the following: "If a subscriber is capable of making more than one simultaneous outbound 911 call though its communications service connections, then the total number of 911 service charges billed to the subscriber shall be (i) for CMRS providers, an amount equal to the number of CMRS connections and (ii) for all other communications service providers, an amount equal to the total number of simultaneous outbound 911 calls the subscriber can make using the North Carolina telephone numbers or trunks billed to their account."
H582	Abuse & Neglect Resources/Anon. Tip Line App
	Sponsors White, Hardister, and Meyer
	https://www4.ncleg.net/sessions/2017/bills/house/pdf/h582v1.pdf
	Status: referred to Education 4/6/17, if favorable, to appropriations.

	Adds provisions to require the anonymous tip line application to provide a means, and information, associated with abuse and neglect. Continues coordination of such plans and use of 911 centers through the 911 Board.
H932	Anonymous Safety Tip Line Application
	https://www4.ncleg.net/sessions/2017/bills/house/pdf/h932v1.pdf
	Sponsors: Representatives White, Dobson, Lewis, and Torbett
	Makes the same changes to G.S. 115C-105.51 regarding the Statewide Anonymous Tip Line noted above in S 99.
	Status: referred to Education 5/17/18, if favorable, to appropriations.
H938	Various School Safety Changes
	Sponsors: J. Bell; Lewis; Torbett
	https://www4.ncleg.net/sessions/2017/bills/house/pdf/h938v3.pdf
	Introduces counseling requirements for students in conflict resolution, augments school resource officers, requires all schools to participate in safety exercises. Continues coordination of such plans and use of 911 centers through the 911 Board.
	Status: sent to Senate 6/5/1/, referred to Rules.
H961 =	Required Training Police Telecommunicators
S721	Sponsors: Faircloth; Brenden Jones; Boles; Speciale (H961); Rabin; Alexander; Sanderson (S721)
	https://webservices.ncleg.net/ViewBillDocument/2017/6645/0/H961-PCS10489-BQ-4
	Modifies G.S. 17E-7 to Add the following: " <u>Effective July 1, 2020, any person employed as a telecommunicator by a municipal police agency shall meet all the requirements for telecommunicators as set forth in this Chapter.</u> "
	Status: passed and sent to Senate, Senate referred to Rules on 6/7/18. S721 referred to Local Gov, and if favorable, to Rules on 6/7/18.
H962 =	Expand Use/School Risk Management Plans
S720	Sponsors: Faircloth, Speciale, Boles, and Brenden Jones (H962), Rabin, Alexander, and Sanderson (S720)
	https://www4.ncleg.net/sessions/2017/bills/house/pdf/h962v1.pdf
	Expands the use of plans, incorporates much greater details of school infrastructure. Continues coordination of such plans and use of 911 centers through the 911 Board.

	Status: H962 referred to Education 5/21/18, if favorable, to appropriations. S720 referred to Rules 5/21/18.
H1064	Require Implementation of Text/SMS 911 for PSAPs  Sponsors: Representatives John, Quick, B. Richardson, and W. Richardson
	https://webservices.ncleg.net/ViewBillDocument/2017/6420/0/DRH50118-BGa-6A
	Adds a new statute, GS 1463B-1437, requiring PSAPs to utilize texting to 911 if the PSAP has such capability. It also appropriates \$65,000 to fund one FTE in the Dept. of Information Technology.
	Status: referred to appropriations 6/1/18.
H1083	Speaker's Appointments 2018
	https://www2.ncleg.net/BillLookUp/2017/h1083
	Appoints Michael Reitz, Cecil V. "Buddy" Martinette, Jr., and Sheriff J.D. Hartman of Davie County for terms expiring 31 December 2021.
	*Note that the bill states these terms were to begin 1/1/2018 which precedes the end date of the terms of sitting Board members to be replaced.
	Technical Correction – in response to a request from the DIT legislative liaison, the following correction was presented:
	GS 143B-1405(c) should read as follows:
	(c) Grant Reallocation If the amount of reimbursements to CMRS providers approved by the 911 Board for a fiscal year is less than the amount of funds allocated for reimbursements to CMRS providers for that fiscal year, the 911 Board may reallocate part of the excess amount to the PSAP Grant and Statewide 911 Projects Account established under G.S. 143B-1407. The 911 Board may reallocate funds under this subsection only once each calendar year and may do so only within the three-month period that follows the end of the fiscal year. If the 911 Board reallocates more than a total of three million dollars (\$ 3,000,000) to the PSAP Grant and Statewide 911 Projects Account in a calendar year, it must consider reducing the amount of the service charge in G.S. 143B-14041403 to reflect more accurately the underlying costs of providing 911 system services.
	Rationale: The current reference to GS 143B-1404 is for the 911 Fund, whereas -1403 refers to the service charge and adjustments to the charge.

## 5 m)

## **Upcoming PSAP Managers Meetings**

1) Western Region

Wednesday 7/11/2018 10:00 AM to 3:00 PM Buncombe County Emergency Services Training Center 20 Canoe Lane

Woodfin, NC

2) Northeastern Region

Tuesday 7/17/2018 10:00 AM to 3:00 PM Garden Inn Hilton 111 Carolina Crossroads Parkway Roanoke Rapids, NC

3) Central Region

Thursday 7/19/2018 from 10:00 AM to 3:00 PM Rowan County Rescue Squad Training Center 1140 Julian Road

Salisbury, NC

4) Southeastern Region

Thursday 7/26/2018 10:00 AM to 3:00 PM Crystal Coast Civic Center 3505 Arendell Street Morehead City, NC 5 n)
Recognition
Richard Taylor
West's 50 Influential People in 911

5 o)
Recognition
Donna Platt
West's 50 Influential People in 911

## West's 50 Influential People in 911

Mary Boyd, VP of Government and Regulatory Affairs
May 9, 2018

The first 911 call placed on February 16, 1968 marked a turning point for our country. More importantly, however, the 911 ecosystem that we take for granted would not be possible without the contributions of an extraordinary group of men and woman who have dedicated their careers to saving lives.

As part of West's celebration of 50 years of 911, we've compiled this list of the innovators, policy makers and public safety professionals who we believe have made 911 what it is today. I could go into detail about why each of these individuals deserve a place on our "#50in911". Ultimately, however, the selection criteria came down to the fact that they all share at least one of the following

### traits:

- Dedication to the persistent pursuit of the improvement of 911
- Longevity within public safety—in a few cases, working at a state or national level for more than 25 years
- Development of 911 technological systems and solutions
- Working quietly and often without significant recognition to advance the standards and performance of 911

To everyone on this list and to the families of the ones we've lost, West thanks you for making 911 better.

- Michael Amarosa, Tkc Consulting
- Evelyn Bailey, National Association of State 911 Administrators (NASNA)
- James Beutelspacher, State of Minnesota (deceased)
- Joe Blaschka, ADCOMM Engineering Company
- Thera Bradshaw, RapidSOS and Former NENA President
- Tom Breen, AT&T
- Martha Carter, Caddo Parish Communications District
- Bruce Cheney, New Hampshire Division of Emergency Communications
- Mike DeWeese, West's Safety Services
- Toni Dunne, Hamilton Telecommunications
- Pete Eggiman, Minnesota Metropolitan Emergency Services Board
- Chris Fischer, Presidential Partners Consulting and Former APCO President
- Judy Flores, Black Hawk Consolidated Public Safety Communications Center
- Brian Fontes, NENA

- Norm Forshee, Illinois NENA (deceased)
- Jack Fuller, Founder of Plant Equipment (Motorola) (deceased)
- Jim Goerke, Texas 911 Alliance
- Jeff Grossman, Massachusetts State 911 Department (deceased)
- George Heinrichs, Blackstone Entrepreneurs Network and Founder of Intrado (West's Safety Services)
- William Hinkle, FirstNet and Former NENA President
- Roger Hixson, NENA
- Lavergne Hogan, Greater Harris County 911 Emergency Network (deceased)
- Barbara Jaeger, State of Arizona 911
- David Jones, Mission Critical Partners
- Wil Little, Founder of Informer Systems (deceased)
- Michael Mangini, Motorola
- Stephen Meer, ANDE and Founder of Intrado (West's Safety Services)
- John Melcher, The Melcher Group and Former NENA President
- Harriett Miller-Brown, State of Michigan 911
- Kevin Murray, Mission Critical Partners
- Richard Muscat, Bexar Metro 911 Network District
- Bob Oenning, State of Washington 911 (retired)
- Donna Platt, North Carolina Division of Services for the Deaf and the Hard of Hearing
- Nancy Pollock, Mission Critical Partners
- Steve Procter, Utah Communications Authority (retired)
- Richard Ray, City of Los Angeles Department on Disability
- Roger Reinhke, National Telecommunications and Information Administration (NTIA) (deceased)
- Leah Senitte, State of California 911 (retired)
- Arnold Shapiro, Rescue 911
- Robert Sherry, West's Safety Services
- John Snapp, West's Safety Services
- Steve Souder, Fairfax County Department of Public Safety Communications (retired)
- Chuck Spalding, Palm Beach County
- William E. Stanton, NENA
- Richard Taylor, State of North Carolina 911
- Reg Weiser, Founder Of Positron
- Tom Wheeler, Federal Communications Commission (retired)
- Jeff Wittek, Motorola
- Rick Woodsome, West's Safety Services (deceased)
- David Yandell, State of Oregon 911 and Former NENA President

Tab 6
Grant Committee Report
Heather Campbell

6 a)
General Report
Heather Campbell

6 b)
Grant Program Draft Policy
Richard Bradford

#### **Grant Program Policy**

PSAP grants are authorized by G.S. 143B-1407. This Policy establishes practices implemented in the Grant Program, and policies, to aid the Board and grant applicants. The Board anticipates one or more grant cycles in a fiscal year with the first -occurring during the last quarter of the fiscal year (i.e. after 1 April and before 1 July) depending upon available funds and delivery of funds as provided in grant contracts.

#### A. Grant Priorities

The Board may establish priorities for grants, and if established, such priorities shall be published not less than sixty (60) days in advance of a grant cycle. Priorities shall be evaluated and weighted in a manner to achieve the Board's priorities upon completion of the awarded grants. If the Board does not establish priorities for a grant cycle, evaluations shall be based upon merit and the availability of funds.

#### B. Grant Cycles

One or more grant cycles may be established as permitted by G.S. 143B-1407 during a fiscal year. Grant contracts must be signed within 90 days of presentation to the grantee, and returned with any required interlocal agreements. Available grant funds may be forecast but shall not be allocated or awarded prior to actual transfer of such funds as permitted by G.S. 143B-1407.

#### C. Grant Termination

Grant agreements shall include terms prescribing termination upon mutual agreement of the Board and Grantee, for cause of either party, in addition to terms permitting suspension of the grant, defunding and termination of the grant for failure to make material progress, and other terms as deemed necessary or proper to comply with applicable laws. In the event of termination, the grant shall be defunded and allocated but unspent funds shall revert to the grant fund.

#### D. Changes in Grant Funding

Any request to modify a grant agreement increasing the funds shall be referred to the Executive Director and the Grant committee. Absent exigent circumstances or uninsured force majeure events, requests for additional funding shall be investigated and referred for consideration in a future grant cycle. In the event the grantee demonstrates exigent circumstances or an uninsured force majeure event, the Grant committee may convene a meeting with the Executive Director and the grantee. Any recommendation of the Grant committee arising from such investigation and meeting shall be referred to the Board for consideration, and in its discretion, action on the recommendation.

#### E. Grant Committee Membership

Upon the recommendation of the Board, direction of the Chair, or by act of the Executive Director, the membership of the Grant Committee may include one or more subject matter experts to aid the Committee's review and evaluation of grant applications. Subject matter experts, if any, shall be selected based upon qualifications and experience in subjects pertaining to grant applications. The Executive Director and Chair of the Grant Committee may request identification of such subject matter experts from the Board members.

Effective date: 1 January 2019

#### F. Grant Terms

The Executive Director shall, with the advice of legal counsel, establish such terms and conditions as deemed necessary or proper to comply with applicable laws, Board rules, policies and procedures. Such terms shall include performance measures such as claw-back provisions, and funding suspension or defunding and termination provisions for failure to materially progress in performing the grant. Extension of the term of a grant agreement may be approved by the Executive Director, and shall be reported to the Grant committee and the Board.

8/26/16 meeting minutes excerpt - Chairman Estes asked if we have ever done a claw-back, and Mr. Bradford replied yes, that's been done in each of the last two grant cycles, principally for consolidations, to ensure a continuity of operations and continued support. He offered you might look at that as sort of the O&M extending into the future, if you will, but that's been a condition of prior grants. Chairman Estes asked if that's standard in all of our grants now or does the Board need to add that as a condition to this particular 2016 grant process? Mr. Bradford replied it's not necessary in all grant agreements; some of them have just basically been purchase of equipment, in which case he doesn't think it's necessary to have that clawback, but it is needed in some agreements where there is an extended period of performance; where funds are expended over a period of time prior to when performance really begins, as in construction contracts and things of that nature. Mr. Taylor offered that came about during the first two consolidation grants, Burke County and Rockingham County, and the claw-backs were with all of the agencies that were a part of the consolidations so that if any of those agencies pulled out of that consolidation within that 10 year period of time, it would be responsible to return that money to the grant fund at a pro-rated amount, providing an incentive to remain a part of the consolidation. J Shipp asked about setting these issues in a policy, but that was deferred.

Effective date: 1 January 2019

# Tab 7 Funding Committee Report David Bone

# 7 a) Reconsiderations (Vote Required) Marsha Tapler

- 1) Perquimans Co. 911 FY2018 \$11,890.20
- 2) Raleigh-Wake FY2019 \$225,689.13
- 3) Bladen County FY2018 \$62,239.34

#### North Carolina 911 Board

PSAP Name: Perquimans County 911 Communications

Contact Name: Jonathan A. Nixon

Contact Address: PO Box 563 - 159 Creek Drive

City: Hertford Zip: 29744

Contact Email: jnixon@perquimanscountync.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 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, 2017 Emergency Telephone System Fund Balance:

	FY2018	FY2018	FY2018
	(2017-2018)	(2017-2018)	(2017-2018)
	Requested	Requested	Requested
	Increase Amount	Increase	Increase Amount
	ONE-TIME	Amount	Recurring
	Capital Purchase	Recurring	ANNUAL
HARDWARE	Cost	MONTHLY	Cost
Radio Consolette **as defined in Approved Use of Funds List	11,890.20		
TOTAL	\$11,890.20	\$0.00	\$0.00

List expenditures to be applied to fund balance and submit quotes or invoices for review.:

**Expense Amount** 

Total remaining Fund balance: \$0.00

Items below this cell are to be completed by 911 Bo	ard Staff
APPROVED FY2018 FUNDING	\$332,853.59
FY2018 Anticipated Capital Expenditures	\$11,890.20
FY2018 Anticipated Monthly Recurring	\$0.00
FY2018 Anticipated Annual Recurring	\$0.00
Requested FY2018 Funding	\$344,743.79
Maximum 20% carry forward amount:	\$45,711.03
Current Policy 10% carry forward:	\$22,855.52



#### 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

# **Perquimans County 911 Communications**

NC 911 Board Funding Reconsideration Justification

2<sup>nd</sup> Funding Reconsideration – June 10, 2018

- 1. Our requests for review are hereby submitted electronically using the required form in Microsoft Excel format.
- 2. This document is being submitted in Adobe PDF format.
- 3. Included herein is supporting documentation indicating the cost being claimed, including copies of contracts and contracts for proposed new expenditures.
- 4. Include justification answering the following questions:
  - \*The new funding model is based upon actual expenses: please explain why you need additional expenses?

#### **HARDWARE**

-Radio Network Switching Equipment

-One-Time Capital – Console radio position to be installed at Backup PSAP (Chowan 911).

\$37,642.50 Chowan County Invoice & Communications International proposal attached

-\$25,752.30 Perquimans County Invoice & Motorola Solutions proposal attached

\$11,890.20 Total Request

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

-Yes, received grant in FY 2016-2017.

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

- This funding will assist with funding our backup PSAP plan.
- 5. Please explain in detail how the current fund balance will be used to offset increases in expenses.

-Our fund balance at the end of FY 16-17 was at \$0.00.

6. Complete time line of completion for capital expenses.

**Start Date** 

**Finish Date** 

Console Radio Equipment Installation at Backup PSAP (Chowan 911) 06/23/18

06/30/18

Should you have any questions or require additional documentation please do not hesitate to call or email.

Respectfully submitted,

Jonathan A. Nixon

06/13/2018 5:00pm Jonathan Nixon

called to confirm workstations met Board Cap Policy.

Email to be presented before funding meeting.

c. Frank Heath, County Manager Tracy Mathews, Finance Officer



#### CHOWAN COUNTY, NORTH CAROLINA

P.O. Box 1030 Edenton, NC 27932 (252) 482-8431 (252) 482-4925 fax



### **INVOICE**

Chowan County, NC Post Office Box 1030 Edenton, North Carolina 27932

#### Invoice to:

Mr. Jonathan Nixon Perquimans County 911 Communications 159 Creek Dr. Hertford, NC 27944

INVOICE NUMBER	2018-0606
INVOICE DATE	6/6/2018
TERMS	Net 30

OV A WAYANY	BROOMBYOU		
QUANTITY 1	Radio Console Position from Communications International - see attached quote	\$ 37,642.50	\$ 37,642.50
g - 5			
	Thank you for your payment!	Total Due:	\$ 37,642.50

#### MAKE ALL CHECKS PAYABLE TO:

Chowan County Attn: Finance Department Post Office Box 1030 Edenton, North Carolina 27932



#### Quote

Date: 5/2/2018
Valid Until 5/30/2018
Quote #: BDCHC05022018
Customer ID: Chowan

Сι			

Chowan County Sheriffs Office
Chowan County Emergency Mamagement
Attn:Cordell Palmer
Chowan Central Communications Director

Quote/Project Description

Additional Harris Symphony Dispatch Console to existing VIDA Core

Presented by:

305 West Freemason St. Edenton, NC 27932

	Qty	Model	Description	······	Init Price	ended Sale
1	1	HARRIS	HARRIS SYMPHONY CONSOLE	\$	32,292.50	\$ 32,292.5
	-		Includes:	***************************************		
			CONSOLE, SYMPHONY, BUNDLE, FOUNDATION			
			LICENSE,ADDS 2 PATCH DEF AND 1 PATCH ACT			
			LICENSE,ADDS 2 SMLST DEF			
			LICENSE,ADDS 4 WORKSPACE TABS			
		(1540) Thursday	LICENSE, CALL DIRECTOR			
			LICENSE, CONVENTIONAL CONTROLS			
			LICENSE,PAGING CAPABILITY			
			LICENSE,REMOTE AUX I/O			
			SPEAKER, NANO, SYMPHONY			
			MONITOR, 21.5" CLASS,TOUCHSCREEN,HD			
			CABLE, DISPLAYPORT TO DVI-D, 10FT			
			MOUSE, OPTICAL, USB, SCROLL WHEEL			
			KEYBOARD, 104 KEY, USB, HUB			
			SINGLE FOOTSWITCH, USB, SYMPHONY			
			JACK BOX, 6 WIRE, DESK MIC, DB9			
			License,Vocoder			
			LICENSE,CONSOLE,UNITE			
			LICENSE,CONSOLE TALKPATH,UNITE	\$	5,200.00	\$ 5,200.0
2	1	CI Services	INSTALLATION AND ENGINEERING SERVICES			
3	1	CI HRD	INSTALLTION HARDWARE AND MATERIALS	\$	150.00	\$ 150.0
pecial N	otes ar	nd Instructions		постанавана		
				Additional		
				Total \$	-	\$ 37,642.5
			The second secon			

Quote subject to Ci standard terms and conditions. Submit Purchase Order to: Communications International 4450 US Highway 1 Vero Beach, FL 32967

www.ask4ci.com

Quote accepted:

Signature	Date
Print Name	Tile

# PERQUIMANS COUNTY FINANCE OFFICE

P. O. BOX 45 HERTFORD, NC 27944 TELEPHONE: (252)426-8484 FAX: (252)426-4034

# INVOICE

Perquimans County P. O. Box 45 Hertford, NC 27944

06/13/2018 5:00pm Jonathan Nixon called to confirm workstations met Board Cap Policy.

Invoice To: Chowan Central Communications P. O. Box 78 Edenton, NC 27932

		INVOICE DATE 06/06/2018
QUANTITY	DESCRIPTION	AMOUNT
1	Radio Console Position  **See quote attached from Motorola  Solutions**	\$25,752.30

Make Check Payable to:

Perquimans County P. O. Box 45 Hertford, NC 27944

Perquimans County's Vision:



Quote Number: Effective:

QU0000395768 06 MAR 2017

Effective To:

05 MAY 2017

Bill-To: PERQUIMANS COUNTY EMERGENCY

MANAGEMENT PO BOX 563

HERTFORD, NC 27944

United States

**Ultimate Destination:** 

PERQUIMANS COUNTY EMERGENCY

MANAGEMENT 159 CREEK DR

HERTFORD, NC 27944

United States

SUPRA MONAURAL HEADSET TOP

Attention:

Name: Jonathan Nixon Phone: 252-331-9817

Sales Contact:

Name: Warren Bell

Email: wbell@gately.com

\$127.00

\$95.25

Phone: 252-441-2066

Request For Quote:

Jonathan Nixon

**Contract Number:** 

NC STATE NON ARIBA -725G

Freight terms: Payment terms: FOB Destination

Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	L3358A	CONSOLE ELECTRONIC SHELF (CES) II T3 CABLE 2 FEET	\$9,500.00	\$8,075.00	\$8,075.00
2	1	DDN6918A		\$180.00	\$153.00	\$153.00
3	1	L3359AC	MCC 5500 OP CAB II / PS CALIFORNIA COMPLIANT ADD: 100' CAB/CES CABLE	\$8,753.00	\$7,440.05	\$7,440.05
3a	1	TT04083AA	ADD: 100 CAB/CES CABLE			
4	1	B1914A	MCC SERIES DESKTOP GOOSENECK MICROPHONE	\$250.00	\$212.50	\$212,50
5	2	B1913A	MCC SERIES HEADSET JACK	\$200.00	\$170,00	\$340.00
6	I	BLN6732B	FOOT, SWITCH TRADITIONAL	\$129.00	\$96,75	\$96.75
7	2	B1912A	MCC SERIES DESKTOP SPEAKER	\$450.00	\$382.50	\$765.00
8	4	L3550A	DAP II FOR ANALOG,SB9600,ASTRO INTERFACES,INCL 2 ANALOG LICENSES	\$4,800.00	\$4,080.00	\$16,320.00
8a	4	7705249AA	ADD: 2 DIGITAL CHANNELS WITH LICENSE R2.5			
9	6	TT2833A	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)	\$2,950.00	\$2,507.50	\$15,045.00
10	6	TT2483A	IA TRANSPARENT CD - (USE WITH MCC 5500 WINDOW 7 & SERVER 2008 R2 OS)	\$50.00	\$42.50	\$255.00
11	1	CDN6281AR	HDST MODULE BASE W/PTT SWITCH	\$204.00	\$153.00	\$153,00

13	5	DDN9996A	TELCO 50 FT 50 WAY CABLE, 180 DEG MALE - 90 DEG MALE , .35 INCH SCREW	\$110.00	\$82.50	\$412.50
14	2	BLN6884A	PUNCH BLOCK	\$217.00	\$162.75	\$325.50
15	1	TRN7343A	SEVEN AND A HALF FOOT RACK	\$495.00	\$405.90	\$405.90
16	2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS	\$258.00	\$232.20	\$464.40
17	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS	\$85.00	\$76,50	\$76.50
18	5	DDN2090A	DUAL IRR SW USB HASP W LICENSE, SOUND CARD, & SPKRS (V47)	\$2,935.00	\$2,700.20	\$13,501.00
19	18086	SVC03SVC0124D	SUBSCRIBER INSTALL - CUST	\$1.00	\$1.00	\$18,086.00
			LOCATION			

**Total Quote in USD** 

PO by 3/20/17 Dicount

CDN6297BR

\$82,222.35

\$95.25

(\$4,800.00)

TOTAL

12

\$77,422.35

Z440 Workstation Reduction (QTY 5 for Perquimans)- IA (\$12,537.50)
Transparent CD Reduction (QTY 5 for Perquimans)- TELCO (\$212.50)
Reduction (QTY 3 for Perquimans)- (\$247.50)
Dual IRR Reduction (QTY 4 for Perquimans)- (\$10,800.80)
Install Reduction- (\$2,954.00)

 TOTAL:
 (\$25,752.30)

 Discount:
 \$4,000.00

 TOTAL REDUCTION:
 (\$22,752.30)

>Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted

>Have a PO Number/Contract Number & Date

>Identify "Motorola Solutions Inc." as the Vendor

>Have Payment Terms or Contract Number

>Be issued in the Legal Entity's Name

>Include a Bill-To Address with a Contact Name and Phone Number

>Include a Ship-To Address with a Contact Name and Phone Number

>Include an Ultimate Address (only if different than the Ship-To)

>Be Greater than or Equal to the Value of the Order

>Be in a Non-Editable Format

>Identify Tax Exemption Status (where applicable)

>Include a Signature (as Required)

PO Issued to Motorola Solutions Inc. must:

#### Raleigh-Wake County Emergency Comm Center Reconsideration Request:

#### Description:

Police Priority Dispatch System™ (PPDS™) dispatch software is a technology solution from the International Academies of Emergency Dispatch (IAED). The ECC currently uses the protocol systems for Emergency Fire Dispatch (EFD) and Emergency Medical Dispatch (EMD) from IAED. This third protocol system would provide Emergency Police Dispatch (EPD) protocols for dispatching law enforcement for the City of Raleigh and the Wake County areas that the ECC serves. This software will provide a system that will be used to fill a current capability gap for structured call taking which in turn will provide a common level of service to every citizen.

#### Planned Benefit:

The Police Priority Dispatch System™ (PPDS™) protocols are designed to improve the speed and accuracy of the caller interrogation process. Once the dispatcher has established the type of emergency, further and more specific questioning—the Key Questions—lead to dispatching the most appropriate response and, when necessary, the delivery of relevant Post-Dispatch and Pre-Arrival Instructions, as well as important case completion information to assist the caller until response arrives.

This technology solution further addresses City of Raleigh's Initiative of Safe, Vibrant & Healthy Community, SVHC 1.3, through more efficient call processing, leading to reduced response times of law enforcement responders.

Features of the Police Priority Dispatch System include:

- Use of a Case Entry system: The PPDS Protocol provides a standardized method for answering each call. Event location and callback numbers are verified and the appropriate Chief Complaint is selected.
- Identification and ordering of Key Questions: The protocol identifies and prompts the
  dispatcher to ask the necessary questions for each Chief Complaint. The questions and
  information are logically ordered with scene safety first, followed by other essential
  information.
- Logic-based selection of dispatch codes: Recommendations for dispatch codes are driven by on-scene event information provided by the caller. The dispatch codes ensure that calls are triaged according to designated agency-defined response policy.
- Provides Pre-Arrival Instructions to callers: Based on the information provided by the
  caller, the protocol alerts dispatchers of specific life-threatening situations such as:
  Active Assailant (Shooter), sinking vehicles, hostage situations, bomb threats, and other
  caller-in-danger situations. It then helps call takers provide a Zero-Minute Response by
  giving easy-to-follow, step-by-step Pre-Arrival Instructions to the caller so that help can
  be given immediately while responders are on the way.

- Provides Post-Dispatch Instructions: Using the information provided by the caller, Post-Dispatch Instructions can help improve scene safety and the effectiveness of the overall response.
- Collects detailed multiple descriptions: As the incident unfolds, descriptions of suspects, vehicles, weapons, victims, and witnesses are recorded in detail while they are still fresh in the minds of those on the scene. This information is quickly relayed to the responders en route and all descriptions are saved in the call file, becoming a permanent part of the case data archive.
- Constant flow of scene information to responders: Dispatchers are able to quickly send
  the right on-scene information to responding officers and update it in real time. Both
  new and veteran dispatchers will be able to immediately provide responding officers
  with the crucial information they need to protect themselves and the citizens around
  them.

Fixed Start Date: 7/1/2018

Fixed End Date: 7/31/2018

#### Goals:

Decrease call taking times, increase accuracy and efficiency, and enhance the user experience as well as helping to increase scene safety for public safety responders. Delivering a high level of customer accuracy no less than 95% of the time.

#### Expenses:

\$253,224.00 (FY19 One Time Cost)

\$67,200 Ongoing Cost (Starts in FY20, Cost Covered by State 911 Fund) (Not part of Funding Reconsideration Request)

A grant has not been considered at this time, as we felt that a funding reconsideration could be funded and the project completed within a month of the start of FY19. The current fund balance is being used to offset an increase in the telephone logger cost.

#### **North Carolina 911 Board**

PSAP Name: Raleigh-Wake County Emergency Comm Center

Contact Name: Dominick Nutter

Contact Address: 2310 Westinghouse Blvd., Suite 100

City: Raleigh Zip: 27604

Contact Email: dominick.nutter@raleighnc.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 Jan 31 2018. 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, 2017 Emergency Telephone System Fund Balance: \$481,429.81

	FY2019 (2018-	FY2019	FY2019	
	2019)	(2018-2019)	(2018-2019)	
	Requested Increase	Requested	Requested	
	Amount	Increase	Increase Amount	
	ONE-TIME Capital	Amount	Recurring	
	Purchase Cost	Recurring	ANNUAL	
SOFTWARE		MONTHLY	Cost	Comments
Dispatch Protocols (Law, Fire, Medical)	225,689.13			Emergency Police Dispatch (EPD)
TOTAL	\$225,689.13	\$0.00	\$0.00	

\$2,780,250.70

List expenditures to be applied to fund balance and submit quotes	
or invoices for review.:	Expense Amount
NICE Telephony Recording	\$209,500.08

Total remaining Fund balance: \$271,929.73

Items below this cell are to be completed by 911 Boar	d Staff
APPROVED FY2019 FUNDING	\$2,554,561.57
FY2019 Anticipated Capital Expenditures	\$225,689.13
FY2019 Anticipated Monthly Recurring	\$0.00
FY2019 Anticipated Annual Recurring	\$0.00
Requested FY2019 Funding	\$2,780,250.70
	_
Maximum 20% carry forward amount:	\$488,789.72
Current policy carry forward amount 10%	\$244,394.86
RECOMMENDATION: APPROVE INCREASE	\$225,689.13

TOTAL TO BE DISBURSED DURING FY2019



# **QUOTE**

110 Regent Street, Suite 500 Salt Lake City, UT 84111 USA

www.prioritydispatch.net Prepared By: Tim Martin

Phone: (800) 363-9127 Ext. 113 Email: tim.martin@prioritydispatch.net

Bill To:

Raleigh Wake Public Safety Chris Walton CITY OF RALEIGH, ACCOUNTS PAYABLE 2320 WESTINGHOUSE BLVD RALEIGH, North Carolina 27604-2484 United States Agency: Agency ID#: Quote #: Date: Offer Valid Through: Payment Terms Raleigh Wake Public Safety 3802 Q-24036 12/28/2017 4/21/2018 Net 30 USD

Ship To:

**Currency:** 

Raleigh Wake Public Safety Chris Walton 2310 WESTINGHOUSE BLVD

RALEIGH, North Carolina 27604-3265 United States

Line	Product Name	Qty	Unit Price	Amount
1	ProQA Police Software Licenses Automated calltaking software	56	3,750.00	210,000.00
2	ProQA Police Backup Software Licenses Offsite, backup location software	25	1,875.00	46,875.00
3	XLerator Client Server Suite Client server software application suite	1	2,500.00	2,500.00
4	AQUA Case Review Software for EPD Quality Assurance (case review) software base engine and discipline module	4	1,500.00	6,000.00
5	Software Installation and Configuration On-site technical assistance for software installation and configuration for IT personnel	1	1,500.00	1,500.00
6	PPDS Backup Cardset License Licensed manual protocol set for backup	81	495.00	40,095.00
7	PPDS Quality Assurance Guide Quality Assurance Guide for training and case review only	6	45.00	270.00
8	Protocol Training and Certification for EPD (Host) Materials, tuition and certification	100	340.00	34,000.00
9	ProQA Software Training for EPD (two 4 hour courses) 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	6	1,500.00	9,000.00
10	AQUA Software Training 8-hour course	1	1,500.00	1,500.00
11	Active Assailant Course Registrations	100	99.00	9,900.00
12	Implementation Support Package for EPD Implementation support and quality management program development	1	30,000.00	30,000.00
13	Trip Charge/Travel Expenses Travel expense	1	6,000.00	6,000.00
14	ProQA ESP (P) P License Renewal, Service & Support	56	1,200.00	67,200.00
15	ProQA Backup License ESP (B) P License Renewal, Service & Support	25	105.00	2,625.00
16	Triple Discipline Implementation Discount	1	0.00	-39,806.00



# QUOTE

Line	Product Name	Qty	Unit Price	Amount
17	NC State Discount @ 10%	1	0.00	-42,765.00
18	Shipping & Handling	1	0.00	0.00

Discount	USD 82,571.00
Subtotal	USD 384,894.00
Estimated Tax	
Total	USD 384,894.00

Customer Signature:	Date:	
Customer Name:	Purchase Order ID:	
Credit Card #:	Expiration Date:	

#### TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. For further information see <a href="https://prioritydispatch.net/license-agreement/">https://prioritydispatch.net/license-agreement/</a>



				F Kac	IP Kadio Logger Pricing	cing				
Contract Year	+	2	8	4	Z.	9	7	00	6	10
Contract Start Date	1-Jul-17	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21	1-Jul-22	1-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26
SUA II PRICE HARDWARE, SOFTWARE AND SERVICES	\$67,553.85	\$69,580.47	\$71,667.88	\$73,817.92	\$76,032.45	\$78,313,43	\$80,662.83	\$83,082.71	\$85,575.20	\$88,142.45
SUA!I TRAINING	\$6,153.85	\$6,338.47	\$6,528.62	\$6,724.48	\$6,926.21	\$7,134.00	\$7,348.02	\$7,568.46	\$7,795.51	\$8,029.38
GOLD MAINTENANCE PRICE	\$95,675.38	\$98,545,64	\$101,502.01	\$104,547.07	\$107,683.48	\$110,913.99 \$114,241.41	\$114,241.41	\$117,668.65 \$121,198.71	\$121,198.71	\$124,834.67
Total Radio Logging	\$169,383.08	\$174,464.57	\$179,698.51	\$185,089,46	\$190,642,15	\$196,361,41	\$202,252.26	\$208,319.82	\$208,319.82 \$214,569.42	\$221,006.50

				Teleph	Telephony Logger Pricing	ricing		1000		
Contract Year	7	2	3	4	5	9	7	8	6	10
Contract Start Date	1-Jul-17	1-Jul-18	1-Jul-19	1-Jul-20	1-Jul-21	1-Jul-22	1-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26
SUA II PRICE HARDWARE, SOFTWARE AND SERVICES	\$81,603.08	\$84,051.17	\$86,572.71	\$89,169.89	\$91,844.99	\$94,600,34	\$97,438.35	\$97,438.35 \$100,361.50 \$103,372.34	\$103,372.34	\$106,473,51
SUA II TRAINING	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
GOLD MAINTENANCE PRICE	\$115,870.84	\$119,346.97	\$122,927.37	\$126,615.20	\$130,413.65	\$134,326.06	\$134,326.06 \$138,355.84	\$142,506.52 \$146,781.71		\$151,185.16
Total Telephony Logging	\$197,473.92	\$203,398.14	\$209,500.08	\$215,785.08	\$222,258.64	\$228,926.40 \$235,794.19 \$242,868.01 \$250,154.05 \$257,658.68	\$235,794.19	\$242,868.01	\$250,154.05	\$257,658.68

\$451,187.84 \$464,723.47 \$478,665.18

\$425,287.81 \$438,046,44

\$412,900.79

\$400,874.55

\$389,198.59

\$377,862.71

\$366,857.00

Service Agreement Total (Radio and Telephony)

#### Palmer, Kelly

From:

Frank Hall < Frank. Hall@wakegov.com>

Sent:

Monday, January 22, 2018 3:06 PM

To:

Palmer, Kelly

Subject:

RE: Telephone Logger Pricing

**Attachments:** 

Wake Co NC SUAII 10 Year Quote-DESCRIPTIONsummary.pdf

Follow Up Flag:

Follow up

Flag Status:

Flagged

Kelly,

Please see attached to show what is covered. There is no separate invoice for this per year; these costs are on a separate line item for our contract with Motorola.

Thanks.

Frank Hall
Radio Systems Manager/IS Division Supervisor
Wake County Information Services Department
919-856-5215
frank.hall@wakegov.com

From: Palmer, Kelly [mailto:Kelly.Palmer@raleighnc.gov]

**Sent:** Monday, January 22, 2018 2:15 PM **To:** Frank Hall < Frank. Hall @wakegov.com>

Subject: Telephone Logger Pricing

Importance: High

Frank,

We are going for funding consideration with the 911 Board and as part of that need to show how we are spending down our 911 Fund Balance. One of the ways we are listing is the cost for the telephony logger. I have the pricing sheet (attached) but they want to know do we have an actual invoice (FY17/FY18/FY19) that will show the actual things covered by the cost shown on the attached sheet?

Thanks for your help, as always!

Kelly

Kelly J. Palmer
ECC Program Administrator
Raleigh-Wake 911 Center
2310 Westinghouse Boulevard, Ste. 100
Raleigh, NC 27604
919.996.5011 (Office)
919.896.2125 (Cell)
919.945.6131 (Fax)
kelly.palmer@raleighnc.gov



NICE Systems Inc. - Security Sector 
Mack-kali center VI,
461 From Road
Paramus, NJ 07652
Tel: 866-999-NICE

#### Wake Co SUAII Quote 10 Years

Description:	Quote provides pricing for a 10 year SUAII, based on 5 ASTRO Upgrades during the contract. Quote assumes SUA contract will start in 2017.
	Quote incorporates 3 IP Radio Loggers at v7.15. It also incorporates 6 NRX Telephone and Text-911 Loggers. It also includes the full Inform solution with its associated User Applications of Reconstruction, Monitor, Verify, Organizer, Media Player and Reporter. Lastly, it also incorporates the CastleRock SNMP Management and Storage Center software.
	In all, the SUA covers 12 servers, and 11 applications, as well as associated third party applications such as Microsoft Windows and SQL, as well as CastleRock. For more details, see the Product List tab in this quote.
Description:	The quote does not include legacy Loggers and Storage devices (such as the HDL+ Telephone Loggers) that have been temporarily kept on-line for playback/access.
	Also, the quote does not include the NPX Telephone Logging system at Wake County Sheriff's Office as it is considered a Legacy Product too close to its End of Support Date to be included in the SUA contract.
	Lastly, the customer is providing the Inform Server Hardware as well as the Network Storage. These items are not covered under this SUAII Quote.
Description:	With Each ASTRO Upgrade to the IP Radio Loggers, the Inform software will be upgraded to the latest certified release.
Description:	Quote pricing includes addressing legacy audio on loggers that are upgraded or replaced during the SUA.
	SQL database tables will be transferred by NICE from the old logger to the new logger, allowing customers to retain seamless access to the audio files on the network storage device.
	For continued storage of the legacy audio files, the customer can choose to transfer the audio to another network storage device (e.g the storage server on the IP Radio Logger), or the Legacy recorder can be left on-line (but not recording) to provide access to the legacy audio recordings. The customer will manage the process of transferring audio files to a new device, if they choose to move the audio.
Description:	Quote includes remote PM fees and on-site installation for each ASTRO upgrade. The
	quote does not include services for any trips on-site other than the ASTRO upgrades.  On-site user training is included with each ASTRO upgrade (every two years). This is a two-day class for up to 6 participants in each class, providing training refresh to existing users and new users as well as updates on the newest software version.
Description:	Gold Support offers 24 x 7 coverage for both remote and on-site.
IP Logger Serial Numbers:	34690301, 34630902, 34630904
Inform Serial Numbers:	3
Telephone Logger Serial Numbers	33478801, 33478825, 33478831

#### **INSTRUCTIONS:**

Reconsideration will not be processed without the information requested below:

- 1. All requests for review must be submitted electronically using this form in Microsoft Ex
- 2. Additional documentation must be submitted in Microsoft Word or Adobe PDF format
- 3. All requests must be supported with documentation clearly indicating the cost being clearly of either RFPs or contracts for proposed new expenditures.

#### 4. Include justification answering the following questions:

The new funding model is based upon actual expenses: please explain why do you nee-Funding necessary for moving the Communications office to the Law Enforcement Center If your requests are based upon capital expenditures for the next year, have you consic Not at the Present.

Please explain how the additional funding will improve your efficiency for delivering 91 Updated VOIP and new VOIP radio.

- 5. Please explain in detail how the current fund balance will be used to offset increase: Funds will be used to cover expenses related to the move and the backup center.
- **6. Complete time line of completion for capital expenses.** If all goes according to plan, the backup center will be completed during FY 2018-2019.
- \*\*Expenses listed on reconsideration follow the same guidelines as the Revenue-Expeneligible, please review the "Approved Use of Funds List" located on the Board website

#### North Carolina 911 Board

PSAP Name: Bladen Co 911 Contact Name: Alisha Evans

Contact Address: 5853 US 701 Hwy N

City: Elizabethtown

Zip: 28337

Monitors

Contact Email: E911add@bladenco.org

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:		\$178,825.64	
	2018)	FY2018 (2017- 2018) Requested Increase Amount Recurring MONTHLY Cost	FY2018 (2017-2018) Requested Increase Amount Recurring ANNUAL Cost
Expenditure			
Phone Systems - Furniture  Selective Rtng/ALI Prov 9-1-1 trk line charges  Basic line charge only **One administrative line per call-taking	508.86		353.63
position			
MPLS-Fiber used for backup PSAPs connections			
911 telephone equipment (CPE, etc.)	\$45,761.00		
Furniture: Cabinets, tables, desks which hold 911 equipment  TOTAL	\$46,269.86	\$0.00	\$353.63
TOTAL	ψ+0,207.80	\$0.00	φ333.03
SOFTWARE	2018)	FY2018 (2017- 2018) Requested Increase Amount Recurring MONTHLY Cost	FY2018 (2017-2018) Requested Increase Amount Recurring ANNUAL Cost
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	12,200.00		2,016.00
Time Synchronization	12,200.00		2,010.00
Dispatch Protocols (Law, Fire, Medical)			
ALI Database software			
Software Licensing 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	\$12,200.00	\$0.00	\$2,016.00
	FY2018 (2017-2018) Requested Increase Amount	FY2018 (2017- 2018) Requested Increase Amount Recurring MONTHLY Cost	FY2018 (2017-2018) Requested Increase Amount Recurring
	ONE-TIME Capital Purchase Cost	MONTHET COST	ANNUAL Cost
HARDWARE	Capital Purchase	WONTHET COST	ANNUAL
CAD server	Capital Purchase	MONTHET COST	ANNUAL
	Capital Purchase	MONTHET COST	ANNUAL

Computer Workstations	2,399.85		
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			
Hosted Solutions:**Must be approved by 911 Staff prior to reporting.			
TOTAL	\$2,399.85	\$0.00	\$0.00

# List expenditures to be applied to fund balance and submit quotes or invoices for review.:

Fund balance as of Jun 15, 2018.	\$70,758.59
Carolina Recording Systems LLC	\$12,200.00
Phone expense	\$16,288.95

Total remaining Fund balance: \$21,134.82

Items below this cell are to be completed by 911 Boar	d Staff
PROPOSED FY2018 FUNDING	\$257,253.31
FY2018 Anticipated Capital Expenditures	\$60,869.71
FY2018 Anticipated Monthly Recurring	\$0.00
FY2018 Anticipated Annual Recurring	\$2,369.63

**Requested FY2018 Funding** \$318,123.02

Approved 20% carry forward amount:\$ 42,269.64Board current procedures 10%\$ 21,134.82

RECOMMENDATION: APPROVE INCREASE \$63,239.34 TOTAL TO BE DISBURSED DURING FY2019 \$318,123.02



BILL TO:

BLADEN COUNTY ATTN: Account Payables 299 SMITH CIR ELIZABETHTOWN NC 28337

Invoice	Invoice Date	Account	Page
70450162	11-MAY-18	64447	1 of 1
Payment Terms	Due By	Amount Due	
On Rct - NET 30	10-JUN-18	\$508.86	

#### **INSTALL ADDRESS:**

BLADEN COUNTY BLADEN COUNTY 911 299 SMITH CIR SUITE 1 ELIZABETHTOWN NC 28337

Serv	ice Plan	PI	an Duration	Servic	e Provid	led By	Custome	er PO#	Sales Order #
	N/A		N/A		N/A		signed	quote	100144792
Line#	Product	Description	Serial Number	Install Date	QTY	UOM	Extended Price	Tax Amount	Bill Amount
1	QINTR-CISC INTEGRATION	O 19XX ON-CISCO 19X	X.		1	EA	\$426.68	\$28.80	\$455.48
4			ON MATERIALS AND E	EQUIPMENT	1	EA	\$50.00	\$3.38	\$53.38
					тс	DTAL	\$476.68	\$32.18	\$508.86

Beginning in January of 2015, CenturyLink will apply a late fee on past due balances, according to state guidelines. For questions about any outstanding balances and late payment charges, please call 1-800-589-0996 or email cpe.collections@centurylink.com

If you have other questions about your bill, please contact 1-888-729-0977 or email cpebill@centurylink.com Thank you for choosing CenturyLink for your communication needs--we value you as our customer.

**REMIT-TO** 

CenturyLink P.O. Box 52124 Phoenix AZ 85072-2124 Electronic Funds Transfers (EFT)
The nine-digit routing number is 083000137
Account Number 771057775
Please reference the invoice number on funds transfer

FEDERAL TAX ID #04-6141739

\$508.86

225301.292

Please fold, tear here and return this portion with your payment.

Invoice	Invoice Date	Account
70450162	11-MAY-18	64447
Payment Terms	Due By	
On Rct - NET 30	10-JUN-18	

Total Amount Due \$508.86 BLADEN COUNTY ATTN: Account Payables 299 SMITH CIR ELIZABETHTOWN NC 28337

**REMIT-TO** 

CenturyLink P.O. Box 52124 Phoenix AZ 85072-2124

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#### PUBLIC SAFETY PRODUCT SALES/INSTALLATION/MAINTENANCE AGREEMENT

This Public Safety Product Sales/Installation/Maintenance Agreement is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC and Bladen County ("Customer"), a public entity organized under the laws of the State of North Carolina, and is effective on the date signed by the parties below ("Effective Date.") CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before 12-31-17. Customer's current address, facsimile number, and person designated for notices are: Alisha Evans, 299 Smith Cr, Elizabethtown NC 28337.

- 1. Products and Services Supplied under this Agreement.
- 1.1 CenturyLink will provide and Customer will purchase the hardware and/or software ("Product") specified in Attachment 1 to this Agreement. Customer will purchase Product(s) to provide public safety emergency communications services.
- 1.2 CenturyLink will install Product(s) specified in Attachment 1 under the Installation Terms and Conditions described in Attachment 2 to this Agreement.
- 1.3 CenturyLink will provide all onsite maintenance services for the Product(s) specified in Attachment 1 under the Centurion On-Site Maintenance Services Terms and Conditions in Attachment 3 to this Agreement. CenturyLink will charge Customer for any Cisco-provided remote supplemental maintenance service included as part of this Agreement. The Cisco terms and conditions are available at "Cisco Smart Net Total Care" under technical support services at: <a href="http://www.cisco.com/c/en/us/about/legal/service-descriptions.html">http://www.cisco.com/c/en/us/about/legal/service-descriptions.html</a> or any successor website designated by Cisco.
- 2. Sales Price and Payment Terms.
- 2.1 CenturyLink's prices for Product(s) and installation appear in Attachment 1 to this Agreement. CenturyLink's prices for maintenance appear in Attachment 4 to this Agreement. All charges are due within 30 days of the invoice date and in accordance with the Payment Summary on Attachment 4 to this Agreement. Customer will not pay for the Services with funds obtained from governmental agencies or through stimulus grants or loans or other programs, including the American Recovery and Reinvestment Act, that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.
- 2.2 Late Payment Charge. CenturyLink will apply a service charge of 1½% per month on any unpaid balance not received by CenturyLink within 30 days of the invoice date.
- 3. Taxes and Fees. Prices do not include taxes or fees, of any kind, established by governmental authorities. Customer will pay all such applicable taxes and fees when billed by CenturyLink. If Customer is exempt from any tax, it must provide CenturyLink with an appropriately completed and valid tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any tax payment for usage before Customer's submission of valid evidence of exemption.
- Customer Responsibilities.
- 4.1 Customer will ensure that its personnel are available to receive delivery of Product(s) at site, at a date and time to be determined between CenturyLink and Customer.
- 4.2 Customer agrees to grant reasonable right of entry to CenturyLink's representatives to deliver the Product(s) or perform all services contemplated under or by virtue of this Agreement, or both, and will make available a reasonable amount of appropriate, secure space for storage of Product(s) or parts as necessary.
- 4.3 Customer is responsible for proper site preparation, meeting and maintaining proper environmental conditions, including air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of Product(s) in Attachment 1. Customer agrees to follow the National Emergency Numbering Association ("NENA") recommendations and guidelines for site preparation as set forth in the NENA Technical Information Document 04-502, which can be found at www.nena.org.
- 4.4 Product(s) delivered to Customer will be available at site on the installation date. The estimated installation begin and complete dates are identified in Attachment 2 to this Agreement.
- 5. Title, Involcing and Security Interest. Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by CenturyLink, its agents or subcontractors. Until Customer pays CenturyLink in full for any Product, Customer (a) grants to CenturyLink a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes CenturyLink to file a financing statement with or without Customer's signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to CenturyLink.
- 6. Health and Safety Compliance. CenturyLink and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration's (OSHA) rules and regulations. Customer agrees to certify that there is no asbestos on any premises in any areas where CenturyLink will be working. In the event Customer will not certify an asbestos free environment or asbestos is discovered in the CenturyLink work area, there may be additional costs to perform under this Agreement in compliance with OSHA's rules and regulations. Customer understands and agrees this Agreement does not include the

EQ and CenturyTel States

Page 1 CONFIDENTIAL

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# PUBLIC SAFETY PRODUCT SALES/INSTALLATION/MAINTENANCE AGREEMENT

prices attributable to working in an asbestos environment including, but not limited to, asbestos sampling, testing, cleanup, or rerouling or delays caused by any of the above. Customer understands and agrees that prices attributable to any of the above will be in addition to the price agreed to herein and Customer agrees to pay the additional amounts. Customer's non-compliance with this provision will be considered as Customer's default under this Agreement.

- 7. Customer Acceptance. CENTURYLINK AND CUSTOMER MUST REVIEW AND SIGN THE CUSTOMER ACCEPTANCE FORM. THE CUSTOMER ACCEPTANCE FORM OUTLINES CENTURYLINK'S ACCEPTANCE POLICY AND IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE CUSTOMER ACCEPTANCE FORM AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THIS AGREEMENT WILL CONTROL. CUSTOMER MUST NOTIFY CENTURYLINK IN WRITING AND SPECIFY ANY PORTIONS OF THE PRODUCT(S) LISTED IN ATTACHMENT 1 THAT ARE UNACCEPTABLE. IF CUSTOMER DOES NOT NOTIFY CENTURYLINK WITHIN 10 BUSINESS DAYS FROM THE INSTALLATION DATE OR DELIVERY DATE, WHICHEVER IS APPLICABLE, PRODUCT(S) WILL BE DEEMED ACCEPTED. ANY PRODUCT INSTALLED BY CENTURYLINK IS CONSIDERED ACCEPTABLE AND BILLABLE IF IT IS INSTALLED AND OPERATES MATERIALLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. CENTURYLINK RESERVES THE RIGHT TO CORRECT ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CUSTOMER. ANY PORTION OF A PRODUCT THAT HAS NOT BEEN REJECTED BY CUSTOMER. ANY PORTION OF A PRODUCT THAT HAS NOT BEEN REJECTED BY CUSTOMER. ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CUSTOMER. THE DESCRIBED WORK IS INVOICED SEPARATELY. MOVES AND CHANGES ARE CONSIDERED ACCEPTED WHEN THE DESCRIBED WORK IS MATERIALLY COMPLETED. ANY PORTION OF A PRODUCT THAT IS FOUND TO BE UNACCEPTABLE AFTER THE 10-DAY ACCEPTANCE PERIOD MAY BE REPORTED TO THE CENTURYLINK E911 CALL CENTER AT 1-800-357-0911.
- 8. Adds; Changes. Any changes to a Product order or installation request, including an increase in quantity, must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") to CenturyLink. The amendment or Purchase Order will be signed by authorized representatives of both parties and made a part of this Agreement.
- 9. Right to Subcontract. It is specifically agreed that CenturyLink may subcontract all or any portion of the work without the prior written consent of Customer. CenturyLink will remain responsible for the work of any subcontractor.

#### 10. Confidentiality.

- 10.1 Except to the extent required by an open records act or similar law, neither CenturyLink nor Customer will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.
- 10.2 "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.
- 11. HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

#### 12. Limitation of Liability.

- 12.1 OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCT(S) IS THE SOLE RESPONSIBILITY OF CUSTOMER. CENTURYLINK'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCT(S) SOLD AND INSTALLATION AND MAINTENANCE OF THE PRODUCT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PROVISION OF PRODUCT(S) SOLD AND SERVICES PERFORMED BY CENTURYLINK TO CUSTOMER WILL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY CENTURYLINK OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CUSTOMER. CENTURYLINK'S OBLIGATIONS EXTEND SOLELY TO CUSTOMER.
- 12.2 CENTURYLINK WILL IN NO EVENT BE LIABLE TO CUSTOMER, OR TO ANY PERSON OR COMPANY USING ANY PRODUCT OR SERVICE SUPPLIED UNDER THESE TERMS AND CONDITIONS OR TO WHOM CUSTOMER FURNISHES A PRODUCT OR SERVICE, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING AS A RESULT OF

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#### PUBLIC SAFETY PRODUCT SALES/INSTALLATION/MAINTENANCE AGREEMENT

THIS AGREEMENT. CENTURYLINK'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM.

- 12.3 Personal Injury; Death; Property Damage. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE.
- 13. Disclaimer of Warrantles. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION GIVEN BY CENTURYLINK, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE A WARRANTY. CenturyLink is not responsible for any Product or Service defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, Force Majeure Events, improper storage, or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied equipment or failure to maintain the environmental conditions specified by the manufacturer or licensor.
- 14. Software License. One or more of the Product(s) may be or may contain software. In some cases the Product(s) manufacturer (CenturyLink's vendor) has embedded such software into the hardware as an integral part of the Product(s). All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (CenturyLink's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by sald creator, developer, manufacturer, or copywriter and will be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a software license agreement by end-user, such license must be executed by CenturyLink's Customer as required, and will become a part of this Agreement by reference.
- 16. Default by Customer. In the event Customer falls or neglects to comply with any term or condition of this Agreement or to pay for services as provided herein, CenturyLink will have the right, after written notice, to cease performance hereunder. This remedy will be in addition to any other remedies, including termination, available to CenturyLink in law or equity. CenturyLink will be entitled to recover reasonable altorneys' fees and costs of collection associated with enforcing its rights hereunder.
- Governing Law; Dispute Resolution.
- Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.
- 16.2 Walver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.
- 17. Notices. All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.
- (a) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com. Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.
- (b) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.
- 18. General. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. The

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#### PUBLIC SAFETY PRODUCT SALES/INSTALLATION/MAINTENANCE AGREEMENT

Agreement is intended solely for CenturyLink and Customer and not to benefit any other person or entity, (e.g., End Users). If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by CenturyLink, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to the Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between Customer and CenturyLink and supersedes all prior oral or written agreements or understandings relating to this subject matter.

CenturyLink and Customer execute and authorize this Agreement as of the last date shown below. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

Bladen County  Authorized Signature	CenturyLink Communications, LLC  Docusigned by:  Authorizeds Gignature	
•	Paul Curlee	
Name Typed or Printed Chairman, Board of County Commissioners	Name Typed or Printed Sales Manager	Ř
Tille 1 2 1 2018	Title 4/2/2018	
Date	Date	

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# PUBLIC SAFETY PRODUCT SALES/INSTALLATION/MAINTENANCE AGREEMENT

#### **ATTACHMENT 1**

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	CONFIDENTIAL INFORMATION	
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	PRODUCT(S)	
1.	Product Pricing.	

Product Description See Quote 1705160923	Part No.	Price/Each	Quantity	Total Price
See Quote 1705160923				830.31
The state of the s				
		_		
		-		
		Total Price	for Product(s)	830.31

- 2. Installation Pricing. Customer will pay the following total installation charge for the Product(s) listed above: \$476.68
- 3. CenturyLink Quote. CenturyLink may provide Customer with Product pricing and any related charges via a CenturyLink issued quote (see CenturyLink Quote No. see above quote number), which is incorporated into the Agreement by this reference.

#### PUBLIC SAFETY PRODUCT SALES/INSTALLATION/MAINTENANCE AGREEMENT

#### **ATTACHMENT 2**

CONFIDENTIAL INFORMATION

INSTALLATION TERMS AND CONDITIONS

- 1. CenturyLink's Responsibilities. CenturyLink will ensure that the Product(s) set forth in Attachment 1 have been installed according to the manufacturer's specifications.
- Time and Materials Charges. Additional time and materials charges are applicable under the following circumstances:
- 2.1 Any modifications to building's electrical system required to install listed Product(s) that are not properly performed or provided by Customer;
- 2.2 Drilling of access holes and provisioning of suitable conduit (if required) from equipment room to dispatch center for cable access that are not properly performed or provided by Customer; or
- 2.3 Customer requests that CenturyLink connect the Product(s) to voice recorder equipment which was not purchased under this Agreement.
- 3. Target Dates.

3.1 Installation begin date:

(estimated)

10-15-17

3.2 Installation complete date: (estimated)

12-31-17

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# PUBLIC SAFETY PRODUCT SALES/INSTALLATION/MAINTENANCE AGREEMENT

#### **ATTACHMENT 3**

CONFIDENTIAL INFORMATION

#### CENTURION™ ON-SITE MAINTENANCE SERVICE TERMS AND CONDITIONS

- General; Definitions. Capitalized terms not defined herein are defined in the Agreement.
- \*Best Effort Network" means any private or public network that cannot sustain Quality of Service (QoS) for time sensitive traffic from one end point to another.
- "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.
- "Center" means the CenturyLink Customer Service Center.
- "Covered Hours" means (a) for standard maintenance, 8:00 am to 5:00 pm Local Time, Monday through Friday, excluding CenturyLink-observed holidays; or (b) for premium maintenance, 24 hours per day, 7 days per week, including CenturyLink observed holidays.
- "Covered Product" means CPE hardware and software manufactured by a CenturyLink approved vendor and is part of CenturyLink's standard portfolio for which CenturyLink will provide maintenance coverage as described herein.
- "CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.
- "End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer.
- "End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer but support and replacement equipment is available from the manufacturer or producer.
- "Engagement" means when the Center confirms with Customer entitlement to support and technician assignment.
- "Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.
- "Lease" means a separate agreement with a CenturyLink preferred leasing vendor to finance Service.
- "Local Time" means the time zone in which Covered Product is located.
- "Maintenance Release" means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.
- "MD" means that the Covered Product or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Covered Product designated as MD is no longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software.
- \*Non-Standard Products\* means hardware or software purchased from CenturyLink that is not part of CenturyLink standard product portfolio and is no longer available for new sale or limited support through the manufacturer.
- "Response" means the period of time between (a) when CenturyLink and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed; and (b) when CenturyLink technician arrives at the site of the Covered Product.
- "Service" means CenturyLink maintenance of the Covered Product, which may include embedded software, in accordance with the manufacturer's specifications.
- "System Integrity" means: (a) CenturyLink is the Customer's channel partner of record for Covered Product; and (b) all system hardware is covered by this Service or other CenturyLink maintenance services.
- "Zip-to-Zone Guide" means the matrix used by CenturyLink to determine Service and Service Level Objective availability. Availability information will be provided to Customer upon request.
- Service and Scope. CenturyLink will provide maintenance on the Product(s) listed in 0Attachment 1 (the "Covered Products.")
- 3. Term of Centurion On-Site Maintenance Service.
- 3.1 CenturyLink will provide Centurion On-Site maintenance service for 12 (Twelve) months (the "Service Term") beginning upon Customer Acceptance of Product(s).
- 4. System Integrity. To receive Service from CenturyLink, Customer agrees to maintain System Integrity. CenturyLink reserves the right to deny Service if Customer fails to maintain System Integrity including but not limited to adding hardware and software not provided by CenturyLink. CenturyLink may request Customer to provide documentation demonstrating System Integrity.

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#### PUBLIC SAFETY PRODUCT SALES/INSTALLATION/MAINTENANCE AGREEMENT

- 5. Service Warranty. CenturyLink warrants that Service will be: (a) provided in a professional manner in accordance with CenturyLink's standard procedures, (b) performed by appropriately knowledgeable and skilled personnel, and (c) conform to the standards generally observed in the industry for similar services.
- CenturyLink Responsibilities. CenturyLink will perform the following tasks:
  - Accept trouble reports 24 hours per day, 7 days per week, including CenturyLink observed holidays
  - Perform trouble isolation during Covered Hours
  - If CenturyLink and Customer determine an on-site Response is required, CenturyLink will complete Response during Covered Hours (a) for standard maintenance, the next business day provided such determination was made before 3:00 PM; or (b) for premium maintenance, within four hours
  - CenturyLink will make a reasonable effort to arrive at Customer's site with all required replacement parts
- Customer Responsibilities. Customer will perform the following tasks:
  - Provide Information to assist CenturyLink in determining Service entitlement
  - Provide serial numbers and specific location of the Covered Product
  - Assist CenturyLink in accessing the Covered Product remotely either by modem or Internet
  - Provide 30-day notice to CenturyLink of any changes to the Covered Product
  - Provide five-day notice to CenturyLink of any changes to the personnel authorized to contact CenturyLink
  - Perform due diligence to protect the Covered Product from abuse and misuse
  - Comply with all manufacturer environmental requirements
- 8. Trouble Reports. Customer will report problems with the Covered Product to Center and CenturyLink will follow then-current methods and procedures to resolve the trouble report. CenturyLink will work each reported problem based on priority as defined in this section.
- 8.1 Priority 1 (High) Service Outage: A service outage is the most critical event and is assigned to problems that severely affect service, capacity, billing, and maintenance capabilities. Customer's staff must be available as required by CenturyLink to aid in problem diagnosis and provide remote or on-site access to the Covered Product. Examples of priority one events are:
  - Total network element outage
  - Any loss of safety or emergency capability (e.g., emergency calls such as 911 in North America)
  - Total loss of the ability of the system to provide any required critical major alarms
- 8.2 Priority 2 (Medium) Service Affecting Impairment: These are Issues that affect system operation, maintenance or administration and require immediate attention. Their priority is lower than a service outage because, while impacted by the service issue, Customer is not inhibited from conducting business. Examples of priority two events are:
  - A reduction in capacity or traffic handling capability such that expected loads cannot be handled
  - Failure resulting in dynamic routing, switching capability or transport loss
  - System restarts, whether or not the system has recovered or not, and where root cause has not been defined
- 8.3 Priority 3 (Low) Service Affecting Intermittent Impairment: These are issues that intermittently affect system operation, maintenance or administration. Due to their transient nature, resolution of these issues may be protracted. Examples of priority three events are:
  - Traffic impacting system restarts
  - Disruption of billing or accounting capability
- 8.4 Priority Level 4 Customer Inquiry: These are issues that require CenturyLink technical assistance such as software application issues that do not impact service or follow-up to all other reported problems.
- Preventative Maintenance Option. Manufacturer of the Covered Product may provide guidance on methods and procedures
  that must be completed to protect warranties and extend the useful life of the Covered Product. CenturyLink will provide preventative
  maintenance information and or guidelines per manufacturer requirements.
- 10. Service Level Objective (SLO). CenturyLink will make commercially reasonable efforts to (a) complete Engagement within one hour after Customer initiation of a trouble report; or (b) complete Response during Covered Hours (i) for standard maintenance, the next business day provided need for Response was determined before 3:00 PM; or (ii) for premium maintenance, within four hours after determination by Customer and the Center that such Response is required.
- 11. Remote Access Device. As part of the Service, CenturyLink may install a Remote Access Device ("RAD") at Customer location to allow CenturyLink to remotely diagnose and resolve problems on Covered Product. When connected to the Internet, the RAD initiates contact with the CenturyLink management platform. After authentication, a secure tunnel between the CenturyLink management platform and RAD is established. The RAD cannot accept incoming requests and is coded to only contact the CenturyLink management platform. Customer must return the RAD to CenturyLink within 30 days of termination of the Service. If the RAD is not returned to CenturyLink, Customer will be charged \$500, unless otherwise agreed to by CenturyLink and Customer.

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# PUBLIC SAFETY PRODUCT SALES/INSTALLATION/MAINTENANCE AGREEMENT

- 12. Problem Isolation Billing; Service Exclusions. In the event CenturyLink spends time (a) Isolating problems to equipment, software, or LAN/WAN elements that are not part of the Covered Product, or (b) associated with Service exclusions, Customer will pay CenturyLink for such effort at then-current time and material rates. Service exclusions include:
  - CPE hardware not listed on 0 1
  - CPE software not listed on Attachment 1 unless embedded in the Covered Product
  - Products missing serial numbers or other identification required by the manufacturer.
  - Problems caused by integration with non-CenturyLink provided hardware or software
  - Problems associated with Operating Systems not provided by CenturyLink
  - Product failure due to manufacturer excluded causes such as accident, abuse or misuse
  - Product failure due to non-compliance of electrical or environmental requirements
  - Product usage not in accordance to manufacturer specification
  - Fallure of Customer to follow proper operating procedures
  - Servicing not authorized by CenturyLink
  - Upgrades of software
- 13. MD, EOS and EOL Products. CenturyLink will make an annual review of Customer's Covered Product to Identify MD, EOS and EOL equipment and software. This Detailed Description excludes MD, EOS and EOL equipment or software from Service. Acceptance of a PO for Service does not bind CenturyLink to the maintenance of MD, EOS or EOL equipment or software under this Detailed Description.
- Non-Standard Products. CenturyLink may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. CenturyLink will review Customer's Covered Product to identify Non-Standard Products. Acceptance of a PO for Service does not bind CenturyLink to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of CenturyLink and is subject to change without notice. If CenturyLink discontinues support of Non-Standard Products, CenturyLink will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of Non-Standard Products is further defined in the Detailed Description for Non-Standard Part Support Service.
- 15. Non-Disclosed Pro-Existing Issues. Customer must disclose pre-existing issues that have a material impact to the Covered Product and would cause CenturyLink to incur an immediate cost to resolve. CenturyLink reserves the right to charge Customer for corrective action associated with such non-disclosed pre-existing issues within the first 90 days of the coverage period.
- 16. Volce over Internet Protocol (VoIP) Quality Exclusion. CenturyLink may perform tasks to maintain QoS for VoIP, on behalf of Customer. Nevertheless, CenturyLink makes no warranty on the quality of voice/video transmissions over private or public IP network in this Agreement. Further, CenturyLink does not recommend VoIP deployments over a Best Effort Network. Customer acknowledges that quality issues relative to voice/video transmission may occur on a Best Effort Network. Issues, such as jitter, echo, and dropped calls may occur with varied degrees of frequency depending on network use and latency. Trouble reports that have been isolated and diagnosed as intermittent QoS issues will be billable to Customer at then-current time and material rates.
- 17. Termination. If, prior to the conclusion of the Service Term, Service is terminated either by Customer for any reason other than Cause or by CenturyLink for Cause, Customer will pay all unpaid billed charges for Service. If Customer is progress billed, Customer will also pay the unpaid balance for Service remaining in the Service Term.
- 18. Lease Option. Customer may pay for Service pursuant to a Lease. CenturyLink will provide the Service to Customer and receive payment for the Service from the CenturyLink preferred leasing vendor. If Customer fails to execute such Lease or comply with Lease, including without limitation, any requirements for Acceptance of Service, which results in the CenturyLink preferred leasing vendor's refusal to pay CenturyLink in full for Service, Customer agrees to pay CenturyLink in full for Service.

Customer 5-6

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# PUBLIC SAFETY PRODUCT SALES/INSTALLATION/MAINTENANCE AGREEMENT

#### **ATTACHMENT 4**

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CONFIDENTIAL INFORMATION

#### **PAYMENT SUMMARY**

#### 1. PRODUCTS.

#### 1.1 Product and Installation Pricing Summary.

Description	Charges	
Product	\$0	
Installation	\$ 476.68	
Total for Product and Installation	\$ 476.68	

#### 1.2 Product Payment Schedule.

Description	Percentage of Total Payment Due	Amount Due
Date of Acceptance	100%	\$ 476.68

#### 2. MAINTENANCE.

2.1 Term. The Service Term for CenturyLink Centurion maintenance service is shown below.

Description	Service Term	
Maintenance	One Year	

2.2 Maintenance Payment Schedule. Customer will pay the following maintenance charges in accordance with the following payment schedule.

Description	Charges	Billing Schedule
Term Maintenance	\$353.63	100% Billed upon Acceptance

#### 3. SOFTWARE UPGRADE PROGRAM.

3.1 Software Upgrade Program. Customer will pay the following software upgrade program charges in accordance with the following billing schedule.

Term	Charges*	Billing Schedule
ISELECT TERM or N/A)	\$0	100% Billed upon Acceptance

\*Any labor required and provided by a vendor or CenturyLink will be billed on a time & material basis at then-current rates and charges.

Customer

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CenturyLink Business

**Customer:** 

Bladen County 911

Quote #:

Project Name:

Created On:

12/7/2017

**Expiration Date:** 

1/15/2017

Account Manager:

Rob Robinson/B8Q5

Sales Engineer:

Paul Winstead

**Customer Notes:** 

Catalog Number	Description	Unit Pri	ce Qty	Total Price	Contract Term (Months)
LOCATION: Main Site					
Materials				/	
CISCO1921/K9	C1921 Modular Router, 2 GE, 2 EHWIC slots, 512DRAM, IP Base	\$	- 2	\$ -	
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$	- 2	\$	
CAB-SS-232FC	RS-232 Cable, DCE Female to Smart Serial, 10 Feet	\$	- 2	\$ -	
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	\$	- 2	\$	
SL-19-IPB-K9	IP Base License for Cisco 1900	\$	- 2	\$ -	
S190UK9-15403M	Cisco 1900 IOS UNIVERSAL	\$	- 2	\$ -	
HWIC-2A/S	2-Port Async/Sync Serial WAN Interface Card	\$	- 2	\$	
HWIC-1DSU-56K4	1-port 4-WIRE 56/64 KBPS WAN INTERFACE CARD	\$	- 2	\$	
Support					
IUM-CON-SNTP-1921	CTL-MGDUNASSIGNED-FOTSM- SPARES(IQU ITEM REQUIRED FOR FOTS) SNTC-24X7X4 C1921 Modular Rouler, 2 GE, 2 EHWIC slot	\$ 162.	.21 2	\$ 324.43	12
ICU-IUM-CON-SNTP-1921	CTL-MGDCTL-FOTSUNASSIGNED- SPARES(IUM ITEM REQUIRED FOR SPARES) CTL-MGDUNASSIGNED- FOTSM-SPARES(IQU ITEM REQUIRED FOR FOTS) SNTC- 24X7X4 C1921 Modular Router, 2 GE, 2 EHWIC slot	\$ 14.	60 2	\$ 29.20	12
Implementation					
QINTR-CISCO	Integration	\$ 426.	68 1	\$ 426.68	
Shipping and Handling Shipping & Handling	Oklandar O Handling	0 50			
omphing & tranging	Shipping & Handling	\$ 50.	00 1	\$ 50.00	
	Suj In	\$353.63 \$426.68			
	Shipping	\$50.00			

Grand Total Price to Customer	\$830.31

invoice. Any expedite fees in	ncurred after quote acceptance will be added to the invoice.
agreed to the terms and cond	greement currently in force between CenturyLink and Customer under which Customer has ditions for purchase of equipment and any associated installation and maintenance (the Il not become effective unless and until CenturyLink and Customer have executed the Agreement
Customer Representative:	Ray Britt
Customer Signature:	1 3 117 Date
Job Title:	Chairman, Board of County Commisioners
This instrument has been pre Government Budget and Fisc	-audited in the manner required by the Local ral Act.
Bladen Co. Finance Officer:	Lisa C. Coleman Date
CenturyLink Representative:	Paul Curlee
CenturyLink Signature:	C7A7CBA475F7429
Job Title:	Sales Manager
Date:	4/2/2018

# **Evans Computer Solutions,**

PO Box 459 907 East Broad Street Elizabethtown, NC 28337

# Invoice

DATE	INVOICE#				
3/23/2018	39746				

BILL TO	
911 Addressing County Of Bladen P.O. Box 1020 Elizabethtown, NC 28337	

SHIP TO	
911 Addressing	
County Of Bladen 106 E. Broad St., RM107	
Elizabethtown, NC 28337	

D.O. MINDES	TERMO			T		VALUE OF THE STATE	Tally Sales		
P.O. NUMBER	TERMS	REP	SHIP	VIA	P	PROJECT		CUSTOMER CODE	
PO#18-1118	Due on receipt	FTW	3/19/2018		911	1 Addressing			
QUANTITY	ITEM CODE	DESCRIPTION				PRICE EACH		AMOUNT	
1	70TE000DUX	Lenovo Th Intel Xeon 3.40 GHz - Serial ATA	BC 911 CAD Workstation Lenovo ThinkServer 1U Rack System - 1 x Intel Xeon E3-1230 v5 Quad-core (4 Core) 3.40 GHz - 8 GB Installed DDR4 SDRAM - Serial ATA/600 Controller - 0, 1, 5, 10 RAID				5.00	1,995.00T	
1	T253TD240G3	Team Grou	Levels - 1 x 300 W sn: MJ06KLQF Team Group L5 LITE 3D 2.5" 240GB SATA III 3D NAND Internal Solid State Drive (SSD)				0.00	0.00T	
1	CSSDBRKT2		Corsair Dual 2.5" SSD Mounting Bracket TO				0.00	0.00T	
1	M391A1G43E	SAMSUNG	SAMSUNG SERVER MEMORY ECC 8G 2Rx8 0.00 PC4-2133P-EE1 (8G DDR4 2133)					0.00T	
1	USB2VGAE3	StarTech.com USB to VGA External Video Card Multi Monitor Adapter 32MB DDR SDRAM - USB				9	0.00	0.00T	
1	NII	Windows 7					0.00	0.00T	
1	GX30P93887		Lenovo Legion K200 Backlit Gaming				0.00	0.00T	
2	KN242HYL	24" LED Mo snLMMT4L	24" LED Mointor snLMMT4LAA00172702D382400,MMT4LAA0 0172702E3E2400				0.00	500.00T	
1	T5D-02776	MS Office HB 19 Key:NTGTR-C7X2X-2V797-WQ3TJ-Q688Q				9.00	199.00T		
7203	910001601 NII	M100 Mouse USB 0.00 0.				0.00T 0.00T			
Thank you for your business.			Tot	al	•				

PLEASE PAY FROM THIS INVOICE, NO OTHER STATEMENT WILL BE SENT.
TERMS: A finance charge of 1.5% per month (annual rate of 18%) will be charged on balances exceeding the terms specified above. The minimum charge is \$2.00.

# **Evans Computer Solutions,**

PO Box 459 907 East Broad Street Elizabethtown, NC 28337

# Invoice

DATE	INVOICE#
3/23/2018	39746

911 Addressing
County Of Bladen
P.O. Box 1020
Elizabethtown, NC 28337

911 Addressing County Of Bladen 106 E. Broad St., RM107 Elizabethtown, NC 28337

P.O. NUMBER	TERMS	REP	SHIP	VIA	F	ROJECT	CU	STOMER CODE
PO#18-1118	Due on receipt	FTW	3/19/2018		911	Addressing		
QUANTITY	ITEM CODE		DESCRIPT	TION		PRICE EAC	СН	AMOUNT
	997525300	Planar AS2 Up to 66lb Desk-mou NC Sales T	2 Black Dual M - Up to 24" LC ntable		ack -		0.00	0.00T 181.85
Thank you for y	our business.				То	tal		\$2,875.85

PLEASE PAY FROM THIS INVOICE, NO OTHER STATEMENT WILL BE SENT. TERMS: A finance charge of 1.5% per month (annual rate of 18%) will be charged on balances exceeding the terms specified above. The minimum charge is \$2.00.

\$ 2399.85 Allowable



FOR: NexLog Recorder Telex Radio Interface

**Bladen County Emergency Services** 5853 US 701 Hwy N Elizabethtown NC 28337

Alisha Evans Ortega (910) 862-6784 e911add@bladenco.org **Quote Prepared By** 

**Cliff Kimsey** 

sales@crsnc.com (704) 276-6412

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

	Est. De	elivery	Terms	Shipping Terms	Quote Valid 1	hrou	gh	Que	te Number
	4 to 6	Weeks	Net 30	FOB - Destination, Freight - Prepaid and Add	eight - Prepaid and Add 08/30/2018		BLADEN0418		
Line	Qty	Model		Description			nit Price	E	xt. Price
				VoIP Channel Add for NexLog Serial 740001053 - To	elex Radio				
1	1	271052	Internal IP Re	corder with First 8 G.711 Channels		\$	3,850.00	\$	3,850.00
2	1	271035	Additional Int	Additional Internal IP G.711 8-Channel license pack		\$	1,750.00	\$	1,750.00
				VoIP Channel Add for NexLog Serial 740000492 - To	elex Radio				
3	1	271052	Internal IP Re	corder with First 8 G.711 Channels		\$	3,850.00	\$	3,850.00
4	1	271035	Additional Int	ernal IP G.711 8-Channel license pack	+	\$	1,750.00	\$	1,750.00
5				4	Equipment Price			\$	11,200.00
6	1	xxxx	Professional S	Services: Includes: Install and configure Telex VoIP Reco	rding	\$	1,000.00	\$	1,000.00
7					UpgradeTotal			\$	12,200.00
8	1	xxxx	Incremental I	ncrease to Annual Maintenance Service Agreement at Tir	me of Next Renewal	\$	2,016.00	\$	2,016.00

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.

Upgrade covered under existing Annual Maintenance Agreement with 24/7 onsite response.



MOBILE COMMUNICATIONS AMERICA, INC. 313 OLD DAIRY RD WILMINGTON, NC 28403 Phone: 910-452-1779

Fax:

INVOICE 515000076-2

Page 1

Invoice Date: 04/11/2018

Bill To: BLADEN COUNTY FINANCE OFFICE **E911 ADDRESSING PO BOX 965** ELIZABETHTOWN, NC 28337

Ship To:

COUNTY OF BLADEN 166 E BROAD ST

ELIZABETHTOWN, NC 28337-8999

Contact: Contact #: Contact:

Contact #:

PO#:18-0000889-001

Custo	mer #:106540	SalesPerson: H220	Terms: NET 30 DAYS	
Qty	Item	Description	Unit Price	Amount

Bladen County Vesta 911 project

MILESTONE BILLING MILESTONE BILLING 20,683.32

20,683.32

Milestone Billing #2 - 25% of Project Total is due upon

delivery to Wireless Com

Remit To:	Subtotal:	\$20,683.32
MOBILE COMMUNICATIONS AMERICA, INC. DEPT # 125	Tax:	\$1,396.12
PO BOX 37904	Total Amount:	\$22,079.44
CHARLOTTE, NC 28237-7904		



MOBILE COMMUNICATIONS AMERICA, INC. 313 OLD DAIRY RD

WILMINGTON, NC 28403 Phone: 910-452-1779

Fax:

INVOICE 515000076-6 Page 1

8,273.33

Invoice Date: 04/11/2018

8,273.33

Bill To:

BLADEN COUNTY FINANCE OFFICE E911 ADDRESSING PO BOX 965 ELIZABETHTOWN, NC 28337

MILESTONE BILLING

Ship To:

COUNTY OF BLADEN 166 E BROAD ST

ELIZABETHTOWN, NC 28337-8999

Contact:

1

Contact #:

Contact:

Contact #:

PO#:18-0000889-001

Custo	mer #: 106540	SalesPerson: H220	Terms: NET 30 DAYS	
Qty	Item	Description	Unit Price	Amount
Blad	en County Vesta 911 pro	nject ,		

Milestone Billing #5 - 10% of Project Total is due upon

acceptance by Bladen County

MILESTONE BILLING

 Remit To:
 Subtotal:
 \$8,273.33

 MOBILE COMMUNICATIONS AMERICA, INC.
 Tax:
 \$558.45

 DEPT # 125
 Total Amount:
 \$8,831.78

 CHARLOTTE, NC 28237-7904
 Total Amount:
 \$8,831.78



MOBILE COMMUNICATIONS AMERICA, INC. 313 OLD DAIRY RD WILMINGTON, NC 28403 Phone: 910-452-1779

Fax:

INVOICE

Page 1

16,546.65

515000076-5

Invoice Date: 04/11/2018

16,546.65

Bill To:

BLADEN COUNTY FINANCE OFFICE E911 ADDRESSING PO BOX 965 ELIZABETHTOWN, NC 28337 Ship To:

COUNTY OF BLADEN
166 E BROAD ST

ELIZABETHTOWN, NC 28337-8999

Contact:

Contact #:

Contact:

Contact #:

PO#:18-0000889-001

MILESTONE BILLING

Custo	mer #: 106540	SalesPerson: H220	Terms: NET 30 DAYS	
Qty	Item	Description	Unit Price	Amount
Blad	en County Vesta 911 pro	pject		

Milestone Billing #4 - 20% of Project Total is due upon

installation at Bladen Co

MILESTONE BILLING

 Remit To:
 Subtotal:
 \$16,546.65

 MOBILE COMMUNICATIONS AMERICA, INC.
 Tax:
 \$1,116.90

 DEPT # 125
 Tax:
 \$1,116.90

 PO BOX 37904
 Total Amount:
 \$17,663.55



MOBILE COMMUNICATIONS AMERICA, INC. 313 OLD DAIRY RD WILMINGTON, NC 28403

Phone: 910-452-1779

Fax:

## INVOICE

Page 1

515000076-4

Invoice Date: 04/11/2018

Bill To: BLADEN COUNTY FINANCE OFFICE **E911 ADDRESSING** PO BOX 965 ELIZABETHTOWN, NC 28337

Ship To:

COUNTY OF BLADEN 166 E BROAD ST

ELIZABETHTOWN, NC 28337-8999

Contact: Contact #: Contact:

Contact #:

PO#:18-0000889-001

Customer #: 106540		SalesPerson: H220	Terms: NET 30 DAYS	
Qty	Item	Description	Unit Price	Amount

Bladen County Vesta 911 project

MILESTONE BILLING

MILESTONE BILLING

16,546.65

16,546.65

Milestone Billing #3 - 20% of Project Total is due upon

delivery to Bladen Co

\$16,546.65 Remit To: Subtotal: MOBILE COMMUNICATIONS AMERICA, INC. \$1,116.90 Tax: **DEPT # 125** \$17,663.55 PO BOX 37904 **Total Amount:** CHARLOTTE, NC 28237-7904

# Sales Agreement

THIS SALES AGREEMENT dated this \_// day of December, 2017

BETWEEN:

Mobile Communications America, Inc. dba Wireless Communications
4800 Reagan Drive,
Charlotte, Mecklenburg County, North Carolina
(the 'Seller')

OF THE FIRST PART

- AND -

County of Bladen
PO Box 1048,
Elizabethtown, North Carolina 28377 (the 'Purchaser')
OF THE SECOND PART

IN CONSIDERATION OF THE COVENANTS and agreements contained in this Sales Agreement, the parties to this Agreement agree as follows:

#### Sale of Goods

1. The Seller will deliver the Vesta 9-1-1 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 9-1-1 system and work stations for errors and defects, correct any errors and defects in the Vesta 9-1-1 system, work stations, software and related materials and equipment, and have the Vesta 9-1-1 VoIP system and Vesta integrated work stations ready for training of Licensee's personnel no later than 120 days from date of contract signing. In addition to the foregoing Seller shall also cause the foregoing to be provided to Purchaser free of any errors or defects in operation, capable of providing Beneficial Use to the Purchaser as defined herein not later than 150 days from the date of contract signing. Purchaser is responsible for providing a site that is ready to receive the equipment.

#### Purchase Price

The Purchaser will pay for the Goods with the sum of eighty two thousand seven hundred thirty three dollars and twenty seven cents (\$82,733.27) USD.

Vesta 9-1-1 Call Taker Workstations

\$49,941.31

Airbus 24x7 Remote Monitoring Service	\$ 2,298.67
Shipping	\$ 335.94
Installation	\$30,157.35
Total Price	\$82,733.27

- 3. The Seller and the Purchaser both acknowledge the sufficiency of this consideration. In addition to the purchase price specified in this Agreement, the amount of any present or future sales, use, excise or similar tax applicable to the sale of the Goods will be paid by the Purchaser, or alternatively, the Purchaser will provide the Seller with a tax exemption certificate acceptable to the applicable taxing authorities.
- Payment for the Goods will be made in accordance with the Payment Terms of Clause 23 of this Agreement.

## **Delivery of Goods**

5. The Goods will be delivered to the Purchaser. Delivery will be considered complete for the sole purpose of making payment according to the terms of provision 23 herein, upon arrival of all equipment and hardware at a Wireless Communications designated location for setup and staging. Wireless Communications will provide the Bladen County 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 Seller.

#### Risk of Loss

6. The risk of loss from any casualty to the Goods, regardless of the cause, will be on the Seller until the Goods have been delivered into the physical exclusive possession of Purchaser at the designated location for such delivery and inventoried jointly by a representative from both the Seller and Purchaser. Wireless Communications will maintain insurance responsibility for goods until delivered to the Bladen County Office.

# Final Acceptance upon delivery of Beneficial Usc

7. Anything to the contrary herein notwithstanding, Seller shall notify Purchaser when the hardware and software have been installed and the integrated Vesta 9-1-1 VoIP system and Vesta work stations have been tested and are ready for Purchaser to begin training as provided for herein. If errors are encountered in the Vesta 9-1-1 system, work stations or software during the set up and installation, Seller shall promptly correct those errors. If Seller is unable to correct such errors or defects which prevent the Beneficial Use of the Goods by

Purchaser within a "commercially reasonable time", which term as used herein shall not be construed in any event to exceed 30 days beyond the otherwise required performance of Seller's duties hereunder within 120 days of executing this Agreement, then this contract shall automatically terminate at 11:59PM of the 150th day from the date of contract signing without any need for notice to either party thereof. If such termination shall occur, Seller shall refund within 180 days of the execution of this Agreement to Purchaser, all payments by it for the Vesta 9-1-1 system, work stations, software and related equipment and materials. In the event of termination pursuant to this provision, Purchaser agrees to cooperate in good faith with Seller in providing access to and coordinating with Seller the uninstallation and return of all Goods that were delivered to Purchaser prior to such termination, the costs of which including but not limited to the cost of any uninstallation, packaging, and/or shipping shall be paid solely by Seller. The warranties provided for herein will begin as of the date Purchaser receives Beneficial Use of the equipment. 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 7 days 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 Seller or the Goods shall not qualify as an interruption for purposes of the foregoing definition.

# Warranties

- 8. The Seller warrants that (1) the Seller is the legal owner of the Goods; (2) the Goods are free from all liens and encumbrances; (3) the Seller has the right to sell the Goods; and (4) the Seller will warrant and defend the title of the Goods against any and all claims and demands of all persons.
- The Seller warrants that the Goods will be fit for the purpose for which such goods are ordinarily intended.
- 10. The Seller warrants 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 Seller is paid in full.
- 11. The Seller warrants that the Goods will be delivered free of the rightful claim of any person arising from patent or trademark infringement, and that in the event of such a claim Seller will defend against and otherwise shall indemnify the County against any loss or damages sustained by the County as a result of said claim.
- Wireless Communications agrees to provide with the included additional consideration, around the clock 24 hour a day, 7 days a week, parts and labor

Sales Agreement Page 3 of 9

- support on all furnished equipment and software for a period of one year from date of acceptance.
- 13. Seller 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 SELLER REGARDING THE GOODS.

#### Title

15. Title to the Goods will remain with the Seller until delivery to and actual physical receipt of the Goods by the Purchaser or, in the alternative, the Seller delivers a document of title or registrable Bill of Sale of the Goods, bearing any necessary endorsement, to the Purchaser. Notwithstanding anything to the contrary herein, Seller 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 Seller retains a security interest in the Goods until paid in full.

#### Inspection

17. Inspection upon the physical delivery of the Goods into Purchaser's exclusive custody will be made by Purchaser at the time and place of such delivery to Purchaser's emergency communications center, or other delivery location identified by Purchaser for delivery. If such inspection yields an issue of Purchaser with the Goods as provided, Purchaser and Seller shall work together in good faith to resolve any such issue, and in no event shall Purchaser be required to tender payment for any invoices received from Seller for such disputed Goods, provided however Purchaser 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. Purchaser and Seller 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 Purchaser's failure to notify Seller 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 as provided and shall constitute a waiver by Purchaser of all claims with respect to such items thereafter. Notwithstanding anything to the contrary contained

Sales Agreement Page 4 of 9

herein Purchaser 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 Seller 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 Seller, 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 Seller or the Purchaser will have the right to terminate this Agreement by notice in writing which, in the case of the Seller, will be accompanied by full refund of all sums paid by the Purchaser under this Agreement, or in the case of the Purchaser shall require a full refund by Seller of all sums paid by Purchaser under this Agreement, and the obligation upon Purchaser to work with Seller in good faith to allow access to Seller for any uninstallation, 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 Seller's sole responsibility.

# Remedies

20.

The Purchaser's exclusive remedy and the Seller'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 Purchaser. Notwithstanding anything herein to the contrary, in no event shall either parties liability to the other party arising out of this Contract in any way exceed the total cost of the Goods as set forth herein.

# Cancellation

- 21. The unllateral right to cancel this Agreement is reserved in favor of:
  - 1. The Seller:
    - if the Purchaser 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 Purchaser's insolvency or bankruptcy; or

#### 2. The Purchaser:

- if the Seller fails to deliver the hardware, software, materials, and any other equipment or Goods as provided in this sales agreement together with any attachments hereto;
- 2. in the event of the Seller's insolvency or bankruptcy.

#### **Notices**

22. Any notice to be given or document to be delivered to either the Seller or Purchaser 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:

SELLER: 4800 Reagan Drive, Charlotte, Mecklenburg County, North Carolina, 28206

PURCHASER: County of Bladen, PO Box 1048, Elizabethtown, North Carolina 28377

#### **Additional Provisions**

#### 23. Payment Terms:

Customer agrees to make the following payments:

25% of Project Total is due upon contract signature.

25% of Project Total is due upon delivery to Wireless Communications.

20% of Project Total is due upon physical delivery to Bladen County.

20% of Project Total is due upon physical installation at Bladen County.

Final 10% of Project Total is due upon acceptance by an Bladen County representative.

## **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.
- All representations and warranties of the Seller 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 Purchaser only if executed by a duly authorized representative of Bladen County.
- 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 Seller and the Purchaser 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 Seller and the Purchaser and their respective successors and assigns.
- 33. This Agreement may be executed in counterparts.
- 34. Time is of the essence in this Agreement.
- 35. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.
- This contract has been preaudited in accordance with the provisions of North Carolina law.
- 37. Standing & Authority: Seller represents to Purchaser that Seller is a Corporation duly organized, validly existing, and in good standing under the laws of the

Sales Agreement Page 7 of 9

State of North Carolina. Seller 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 Seller have been duly authorized by Seller to the extent that no further authorization of any third party is necessary to legally bind Seller hereto, and this Contract together with any accompanying documents being executed by Seller, have been duly executed on behalf of Seller and constitute the legal, valid, and binding obligation of Seller, enforceable in accordance with the terms of this Contract.

- 38. 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.
- 39. 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.
- 40. 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 waiver such parties right to seek redress at a later date in the absence of written consent to such waiver.
- 41. 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 Sales Agreement to be executed in their corporate names and capacities intending for the terms hereof to legally bind their corporations thereto, and further

Page 8 of 9

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.

per: (SEAL)

Its: 20 Aborton 1/11/18

Bladen County

By: Au SMM 1/2/20

Ray Britt

Its: Chairman Board of County

Commissioners

Bladen County, NC

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Act.

Lisa C. Coleman DI 1/3/18
Lisa C. Coleman, Finance Officer Date



# Bladen County Geo-Diverse VESTA Side "B" Relocation Detailed Statement of Work

## Overview

This document describes the supplied equipment and a detailed statement of work (SOW) which will be provided by Wireless Communications ("Wireless") to relocate the existing VESTA Geo-Diverse, side "B", E-9-1-1 telephone switch from the Bladen County, NC (Bladen County) current PSAP equipment room to Bladen County's new Sheriff's Office PSAP equipment room. This document and other supporting information will become attached as an addendum to a contract between Wireless Communications and Bladen County for the stated improvements, subject to the terms and conditions described in this document.

New and relocated equipment and services will be supplied for the following subsystems:

- Relocate E-9-1-1 Geo-Diverse, side "B", telephone switch;
- Install new VESTA Workstations;
- Install existing Command Post units as backup workstations;

# Equipment

The following sections provide general descriptions of the equipment provided under this contract, and the functionality of each; where relevant, brief descriptions of implementation details are also provided.

# VESTA Enhanced 9-1-1 (E-9-1-1) Switch

The existing VESTA Enhanced 9-1-1 telephone switch, side "B", will be removed from Bladen County's current Backup PSAP and reinstalled in the communications equipment room ("equipment room") at Bladen County's new primary PSAP at the Sheriff's office.

The E-9-1-1 equipment rack will be secured to the floor and positioned such that sufficient space is available around the rack for technicians to access the equipment and connections mounted to the wall behind the rack, and a minimum of 36" of clear space will be provided between the rack and the front of any electrical distribution panel.

Standard 66-type punch blocks will be mounted on a ¾" plywood backboard, and will connect to the electronics in the equipment rack via



standard Centronics-type 25-pair cables to provide the interface between VESTA interfaces and Bladen County 's 9-1-1 telco trunks.

# Workstations

Four (4) VESTA workstation assemblies will be supplied and installed at Bladen County's new Sheriff's Office PSAP.

Each of the four (4) assemblies will comprise the following items:

- One (1) workstation computer, with one serial port, two USB ports, mouse, keyboard and suitable memory and disk space to support the needs of the E-9-1-1 software suite;
- · Microsoft Windows 7 operating system;
- One (1) Sound Arbitration Module (SAM) card installed to provide audio management requirements;
- One (1) External speaker;
- One (1) 22" Flat Panel touch screen monitor.

# System Software

Four (4) computer software applications are included with the E-9-1-1 system:

- VESTA E-9-1-1Software;
- VESTA Instant Recall Recorder (IRR) software;
- VESTA Communications Software; and,
- VESTA Telephony Software.

# **Command Post Workstations**

In addition to the three existing VESTA workstations located at Bladen County's current PSAP, two (2) existing Command Post workstations will be installed as backup workstations to convert this facility to the Backup PSAP.

# Automatic Location Identification (ALI)

The existing ALI modems will be used to provide communications between the VESTA E-9-1-1 switch and CENTURY LINK's redundant Automatic Location Identification ("ALI") databases.

**Implementation** 

Implementation of the Bladen County E-9-1-1 system relocation will be accomplished by Wireless Communications factory-trained and experienced technicians. A project manager will be assigned to the project to provide a single point of contact for Bladen County, and to schedule and coordinate activities relevant to the implementation.



# **Project Management**

A project manager will be assigned by Wireless Communications to facilitate and oversee the complete project, and will be a single contact point for Bladen County for all items concerning the implementation of this project. The Project Manager will provide the following services toward maintaining an organized and orderly project implementation:

- Inventory of all equipment upon arrival, and deliver equipment inventory list to the Bladen County;
- Determine and coordinate any site improvements required to ensure the final system operates reliably, according to the manufacturer's specifications, and consistent to Bladen County's expectations. This includes the connection of all Wireless Communications supplied 911 equipment to an acceptable customer provided grounding system meeting manufacturer's specifications;
- Schedule, coordinate, and facilitate the installation of all equipment;
- Provide responses and coordination with Bladen County personnel on any areas that are in question during system installation and acceptance;
- · Project scheduling;
- Generation and distribution of progress reports throughout the project duration.

The assigned Project Manager will have the power to make significant decisions relevant to the project, and will have direct access to Wireless Communications upper management for resolving problems beyond the Project Manager's direct authority.

The Project Manager will be on site during critical points of the installation of this system, and will perform the following tasks:

- Review all specifications and familiarize himself/herself with the requirements of the project;
- Schedule the delivery, and keep the Bladen County informed at all times of the delivery schedule of all equipment pertaining to this project;
- · Coordination of any required engineering;
- Perform all site visitations with a Bladen County representative;
- Coordinate all site preparation required for the successful installation of this system;
- Provide to Bladen County all installation documentation, wiring diagrams and as-built documentation;



- Will be on site during the installation of the fixed equipment installation and provide or arrange for additional information and assistance as required by the installation personnel and/or Bladen County;
- Coordinate the entire optimization effort of this system until accepted by Bladen County;
- Coordinate training and cutover schedules with Bladen County;
- Resolve all punch list items to the satisfaction of Bladen County prior to final acceptance of the system;
- Schedule and attend monthly or weekly meetings, depending on the status and progress of the project, during the system installation, to keep Bladen County up to date on the status of the system installation.

# E9-1-1 Equipment Rack Assembly

The next step in the implementation will be the installation of the side "B" equipment rack assembly and all associated equipment. This installation will include several tasks and subprojects.

## **Punch Blocks**

A finished 4' x 4', 34" plywood board will be mounted to the wall of the equipment room, near the planned equipment rack location. The punch block interfaces for the VESTA system, and additional punch blocks as needed to provide appropriate industry-standard connection points for other interconnected equipment, will be mounted to the board. All inbound telco circuits will terminate on this board.

Cable management devices (e.g., spools, U-rings) will be installed on the board to provide clean routing for cabling and jumpers.

# **VESTA** Installation

The existing side "B" VESTA equipment rack assembly will be removed from Bladen County's current PSAP and reinstalled in Bladen County's new PSAP equipment room. Cabling will be installed between the FXO and FXS Gateways and their respective punch blocks.

The 9-1-1 trunk interface modules will be configured and jumpers installed to the telco interface punch blocks, as appropriate. Preliminary alignment will be performed on the trunk interfaces to work with connected 9-1-1 trunks.

The computer aided dispatch (CAD) interface from the VESTA will be configured and temporarily connected to the CAD server to verify correct communications parameters and transmission of ANI/ALI data to the CAD system.



# Cutover and Workstation Permanent Installation

After the VESTA E-9-1-1 side "B" switch has been relocated, new 9-1-1 trunks have been installed and network connectivity has been established and tested, the system will be ready for cutover. Alternate 9-1-1 answering facilities will be required at this time, since the cutover will necessitate a limited downtime of the critical 9-1-1 answering functions.

At this time the new VESTA workstations will be installed.

New permanent network cables will be installed between the VESTA and the workstation positions. Note that this may occur at any time along the implementation process.

Two (2) existing Command Post workstation computers will be installed as backup workstations at designated operator positions and connected to the VESTA switch via the 9-1-1 Ethernet network.

The audio logging output of the CIM card will be connected to the Console Interface Electronics ("CIE") of the radio dispatch console system to allow concurrent use of the headset for both telephone and radio operations if Bladen County desires. Cables will be routed and dressed neatly and cleanly, in a manner which allows access for service and maintenance.

When all workstations have been installed, the process of connecting reallocated 9-1-1 trunks, ALI circuits, and necessary administrative lines to the relocated side "B" switch will occur.

If any major incident or disaster occurs, or at any time as directed by authorized Bladen County personnel, the implementation will stop. If this occurs during a testing or alignment cycle, Wireless Communications technicians will stabilize the system as quickly as possible and cease operations until notified by authorized Bladen County personnel that implementation may continue.

Note that, if allowed by available telco and other resources, simultaneous operation of the existing 9-1-1 system and the new E-9-1-1 system may be possible.

# Final Acceptance

Once all equipment is installed and working, Bladen County will be invited to submit a "punch list" to Wireless Communications of any problems, deficiencies, or other unsatisfactory conditions.

Wireless Communications will commit a time period to resolve all punch list items, and will act to clear up any identified issues.

When the punch list is completely resolved, the Bladen County representative will be asked to sign a Final Acceptance Completion Certificate. A sample copy of this certificate is included with this



document for reference. By signing this certificate, Bladen County will acknowledge that Wireless Communications has satisfied the deliverables described in this statement of work, and has completed the contractual obligations for this project. At such time, the project will be considered as complete, and the warranty period will begin.

# System Warranty and Service

Following system acceptance, a one-year warranty period with 7x24 service will begin for all new equipment provided under this contract. This agreement is subject to the service agreement terms and conditions included with this document.

# Bladen County's Responsibilities

The following items are the responsibility of the Bladen County, or its agents:

- High speed internet (DSL preferred with Static IP address) access for remote maintenance access; if DSL is PPPoE a router for authentication will be required;
- IP Network connectivity between the Bladen County primary PSAP equipment room and the Bladen County backup PSAP equipment room. Network shall meet VESTA end-to-end QoS requirements for bandwidth, delay, jitter and loss. Layer 2 with priority queuing. Airbus Defense and Space Communications (ADS) highly recommends dual IP Network connectivity; (NOTE, IP network must be installed, tested and made operational prior to commencement of equipment installation);
- A sufficiently sized ground bus cable between building's main electrical entrance ground and the communications equipment room;
- Two (2) dedicated single outlet 20A circuits to each equipment room, within six (6) cable feet of each VESTA equipment rack. The termination for these circuits will be with a receptacle TBD and at location to be specified by Wireless Communications. Power should be sourced via emergency generator-backed uninterruptible power supply ("UPS");
- One (1) dedicated 15A circuit into two (2) duplex 5-15R receptacles at each workstation area, at locations specified by Wireless Communications. Power should be sourced via emergency generator-backed uninterruptible power supply ("UPS");
- One (1) RS-232 interface cable, terminated into a DB-9 male connector, from the CAD system for ANI/ALI transfer. Bladen County is also responsible for coordination with CAD vendor for



clarification, testing, and modification (if necessary) of CAD communications protocols;

- Adequate wall space to mount a finished 4' x 4', 34" plywood board within six feet (6') of each Sentinel VESTA equipment rack location.
- Provide and/or order the necessary telco facilities, including (but not limited to):
  - ALI digital modem circuits (to be specified by CENTURY LINK), and
  - o 911 trunks and admin circuits.

The 911 trunks and ALI circuits shall terminate on an RJ-21 block mounted to the plywood board within six feet (6') of the VESTA equipment rack location. Admin lines shall terminate on a separate Type-66 block mounted to the plywood board within six feet (6') of each VESTA equipment rack location.

Wireless Communications will assist in the identification of these circuits:

- Coordinate scheduling and provide compensation for participants in administrative and telecommunicator end-user training sessions;
- · Disposal of excess equipment and old 9-1-1 system;
- Provide parking for at least two (2) mid-sized vans for equipment delivery, and one (1) mid-sized service van for the implementation period;
- Provide Wireless Communications personnel with timely and accurate decisions and responses to requests for technical, operational, and other information.



# **Terms and Conditions**

The following terms and conditions apply to this project and associated contract:

#### A. General

- The "Customer" is the end-user or owner of the equipment affected by this Statement of Work, and who will receive the direct benefits from the items in this quotation. The "Client" is the contractor who will provide payment to Wireless Communications.
- This is a non-union Statement of Work.
- A.3. Wireless Communications is an Equal Opportunity Employer.
- A.4. A Professional Engineer's stamp will not be required by the Customer or Client on any drawings.

# Limits to Quotation and Statement of Work

- B.1. Pricing is valid only for those items stated within the Statement of Work. Any modifications to the equipment or the statement of work for the original quote must be renegotiated.
- Equipment not described or not stated within this Statement of Work that later requires B.2. installation and maintenance will require an additional quote, and the associated costs will be borne by Customer or Client.
- Pricing is valid for 90 days from the date of any quote, and will be invalid if the installation does not commence within six months from the date of the quote. When conditions dictate an excessive delay in a system installation then a re-negotiated quote may be required.
- Unless specified, this Statement of Work does not include Customer training.
- No additional equipment will be installed, other than that listed on the provided equipment list or as described in this Statement of Work.
- No costs are included to relocate equipment, other than as specified in the Statement of Work. The Impact of any modifications, improvements, relocations, or enhancements to the site, to site furniture, or to other equipment, is outside the scope of this Statement of Work, unless specified.
- B.7. This Statement of Work does not include project management, or related tasks (e.g., inventory, project oversight, engineering, etc.), unless such services are specifically enumerated in this Statement of Work.
- This Statement of Work does not include any spare or backup equipment or services, unless specified in the Statement of Work.

# Site Readiness and Accessibility

- C.1. All construction, including painting, flooring, ceiling, wall treatments, electrical, and plumbing, will be complete prior to commencement of installation activities.
- Wireless Communications will not be responsible for additional trips to ascertain the status of work by others. Site visits precipitated by indications of site readiness from either the Customer or Client, where preconditions for installation have not been met, will be billed to the appropriate party at the prevailing rate.
- C.3. Installation areas will be dry, well-lit, clear of debris, and secure from unauthorized trespass.
- Customer will be required to provide on-site parking for at least one Ford "Econoline" type
- C.5. Installers are to have free access to all work areas either by keys or a Customer escort to stay with them at all times. The Customer bears sole responsibility for compensation of Customer escort(s).
- C.6. Statement of Work is based on access to all sites as required by Wireless Communications and their assigned subcontractor(s). Deviations to the specified site locations will require revised pricing.
- All installation schedules and work will be based upon local weather conditions.
- Any stated response time(s) is/are based on access to all sites. Wireless Communications Service Center will not be responsible for delays or additional costs



which arise due to inaccessible sites.

- C.9. Clear, clean, unobstructed space is provided by the Client or Customer in which to install and mount all equipment.
- C.1 Connections for all cabling is readily accessible (as defined in the 2002 National Electrical
   Code) to technicians during installation.

D. Customer/Client Responsibilities

- D.1. Customer is to furnish all AC power and phone lines, and is responsible for all recurrent costs for power and telco service.
- D.2. The Customer or Client will obtain and provide any required telephone, power, and grounding terminations within four feet of equipment as applicable to make the system operational. Power will include both utility and emergency power.
- D.3. Cable raceways, conduit, and cable support structures (e.b., cable ladders, ice bridges) required by the NEC and by local codes for cable routing and installation are the responsibility of the Client or Customer, unless specifically included in the Statement of Work.
- D.4. Penetrations and seals of walls, roofs, flooring (e.g., core drilling), and other barriers as required for cable entry and routing are the responsibility of the Client or Customer, unless specifically included in the Statement of Work.
- D.5. All permits and/or licenses required for the duration of the contract will be the responsibility of the Customer or Client.
- D.6. It is assumed that all data provided by the Customer, the Client, their agents, and their vendors, is accurate and reliable. Costs incurred as a result of inaccurate information will be billed to the Client at the prevailing rates.
- D.7. All documentation will be based upon visual observation of current facilities and upon information documented by Customer or Client.
- D.8. Additional testing as required by the Customer or Client for acceptance, other than that specified herein, will be charged on a time and material basis, and payment will be the sole responsibility of the Client.
- D.9. All equipment, hardware, parts, and supplies are the responsibility of the Customer and/or the Client, unless specifically provided for in this Statement of Work.

E. Software, Firmware, and Data Entry

- E.1. This Statement of Work does not include creation of any software or manipulation of any spreadsheets or databases, unless specifically enumerated in this Statement of Work.
- E.2. Determination of the compatibility, reliability, and appropriateness for the intended use, of any and all versions of software, firmware, or other programs or databases, either affected by, used in, or modified as a result of this statement of work, is the responsibility of the Customer or Client.
- E.3. The validity of data provided to Wireless Communications and subsequently entered into any Customer-owned databases, spreadsheets, or other software applications will be the responsibility of the Customer or the Client.

F. Intellectual Property

- F.1. The statement of work contained herein, and all technical information related to this quotation, is proprietary and confidential to Wireless Communications, and may not be disclosed publicly, privately, or in any manner, to anyone other than the indicated Customer or Client, without the express written permission of Wireless Communications.
- F.2. This statement of work, and all attached addenda or documentation, is copyrighted by Wireless Communications, effective the date shown on the statement of work.

G. Payment Schedule

G.1. Unless otherwise specified in this SOW, payment to Wireless Communications for the equipment and/or services as described in this SOW will be made per the following milestone schedule: 25% with Customer purchase order, or upon written notice to proceed, with written order, or upon award, as applicable; 25% upon physical delivery to Wireless Communications; 20% upon physical delivery of equipment to Customer; 20% upon physical installation at Customer premise; and, 10% upon the Customer's final acceptance of the system.



- G.2. Payments are due at completion of each milestone.
- G.2. Multiple milestone payments may be made simultaneously, so long as both (or all) payments are made at the time the earliest payment is due.

Terms and Conditions Revised 10/18/2002



# **Equipment List**

The following is a complete list of the equipment which will be supplied by Wireless Communications under this contract. Incidental materials, such as screws, mounting hardware, wire, and similar items are not included in this list.

### **VESTA® 9-1-1**

Qty.	Part No.	Description
		Server Equipment
		Servers have sufficient Windows CALs.
		VESTA® 9-1-1 Basic Operations
4	PS-0SQ-VSSL	VS BSC PER SEAT LIC
4	SS-0SQ-VSSL- 1Y	SPT VS BSC 1YR
		Geo Diverse Add On License
		N/A
		VESTA® Workstation Equipment
	61000-	MUCOT 7040 OFF COD CA DITIANA
4	819601SFF Wireless	WKST Z240 SFF 8GB 64-BIT WIN 7 22IN Touchscreen Monitors
4	64007-50021	KEYPAD 24 KEY USB CBL 12FT
4	853030-00302	V911 SAM HDWR KIT
4	853004-00401	SAM EXT SPKR KIT
4	02800-20500	HDST 4W MOD ELEC MIC BLK
4	03044-20000	HDST CORD 12FT 4W MOD BLK
4	809800-35109	V911 IWS CFG
1	870890-07501	CPR/SYSPREP DVD IMAGE
		VESTA® 9-1-1 IRR Module
4	873099-00502	V911 IRR LIC/DOC/MED
4	809800-35110	V911 IRR SW SPT 1YR
		VESTA® 9-1-1 CDR Module
.4	873099-01102	V911 CDR PER SEAT LIC
		Rack & Peripheral Equipment
4	65000-00238	CBL PATCH BLUE 3FT

# **VESTA® Network Management Center**

Qty.	Part No.	Description
		Monitoring & Response License & Support Fees

# Bladen County E-9-1-1 System Detailed Statement of Work



4	871499-01211 809800-16161	M&R 3.0 WKST LIC M&R 3.0 WKST SRVC 1YR
	J	



December 8, 2017
Bladen County, NC
Relocation of Backroom Equipment and Additional
VESTA 911 Call Taker Workstations

#### **VESTA® 9-1-1**

Qty.	Part No.	Description	Price
******		Server Equipment	
		Servers have sufficient Windows CALs.	
		VESTA® 9-1-1 Basic Operations	
4	PS-0SQ-VSSL	VS BSC PER SEAT LIC	\$14,666.67
4	SS-0SQ-VSSL-1Y	SPT VS BSC 1YR	\$5,546.67
		Geo Diverse Add On License	
		N/A	
		VESTA® Workstation Equipment	
4	61000-819601SFF	WKST Z240 SFF 8GB 64-BIT WIN 7	\$6,554.67
4	Wireless	22IN Touchscreen Monitors	\$3,308.96
4	64007-50021	KEYPAD 24 KEY USB CBL 12FT	\$581.33
4	853030-00302	V911 SAM HDWR KIT	\$8,810.67
4	853004-00401	SAM EXT SPKR KIT	\$896.00
	02800-20500	HOST 4W MOD ELEC MIC BLK	\$170.67
4 4 4	03044-20000	HDST CORD 12FT 4W MOD BLK	\$16.00
4	809800-35109	V911 IWS CFG	\$1,066.67
1	870890-07501	CPR/SYSPREP DVD IMAGE	\$0.00
	Į.	VESTA® 9-1-1 IRR Module	
4	873099-00502	V911 IRR LIC/DOC/MED	\$5,306,67
4	809800-35110	V911 IRR SW SPT 1YR	\$1,002.67
		VESTA® 9-1-1 CDR Module	
4	873099-01102	V911 CDR PER SEAT LIC	\$480.00
		Rack & Peripheral Equipment	
4	65000-00238	CBL PATCH BLUE 3FT	\$7.73
1	Wireless	1st Year Warranty Service	\$1,525.95
		VESTA® 9-1-1 Subtotal	\$49,941.31

**VESTA® Network Management Center** 

Qly.	Part No.	Description	Price			
		Monitoring & Response License & Support Fees				
4	871499-01211	M&R 3.0 WKST LIC	\$378.67			
4	809800-16161	M&R 3.0 WKST SRVC 1YR	\$1,920.00			

#### Wireless Services

Qty.	Part No.	Description	Price	
1	Wireless	Shipping	\$335.94	
1 Wireless		Turnkey Installation	\$30,157.35	
****		Wireless Services Subtotal	\$30,493.29	

Quote Total:

\$82,733.27

## Alisha Evans

From:

Shannon Beck <SBeck@caliberpublicsafety.com>

Sent:

Thursday, January 11, 2018 5:26 PM

То:

Alisha Evans

Subject:

Map

Ok no problem! Sorry to hear about your back, hope you feel better soon!

Thanks, Shannon

#### Shannon Beck

Team Lead, Professional Services

P: 501-312-1313 x64355

F:

E: SBeck@caliberpublicsafety.com



3809 McCain Park Drive Suite 102 North Little Rock, Arkansas 72116

www.MailScanner has detected a possible fraud attempt from www.caliberpublicsafety.com" claiming to be

.caliberpublicsafety.com

This message has been sent on behalf of a company that is part of the Harris Operating Group of Constellation Software Inc. These companies are listed at the following link: <a href="http://subscribe.harriscomputer.com">http://subscribe.harriscomputer.com</a>

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From: Alisha Evans [mailto:e911add@bladenco.org]

Sent: Thursday, January 11, 2018 1:03 PM

To: Shannon Beck <SBeck@caliberpublicsafety.com>

Subject: [EXTERNAL] Map

I will have to call you Tuesday or another day. My back has gone out and I am headed to the doctor.

Alisha Evans
Bladen County Emergency Services
Bladen County GIS/E911 Coordinator
910-862-6784 office
910-872-4977 cell

E911add@bladenco.org

5853 US 701 Hwy N

Elizabethtown NC 28337

This message has been scanned for viruses and dangerous content by MailScanner believed to be clean.

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message a attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by third parties.					
This message has been scanned for viruses and dangerous content by MailScanner believed to be clean.					
Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by third parties.					

7 b)
Buncombe County
FY2018 REP
(Vote Required)
Marsha Tapler

7 c)
Chair Purchase
Pricing Eligibility
(Vote Required)
David Bone

7 d)
General Committee Report
David Bone

# Tab 8 Education Committee Report Jimmy Stewart

```
8 a)
911 Board Sponsor State Conference
Class
(Vote Required)
  SOP Development: Refining &
  Enhancing Your 911 Center ($4,000)
8 b)
TC Certification Stakeholder Summit
July 31, Greensboro
8 c)
Status Eligible Training List
8 d)
General Committee Report
```

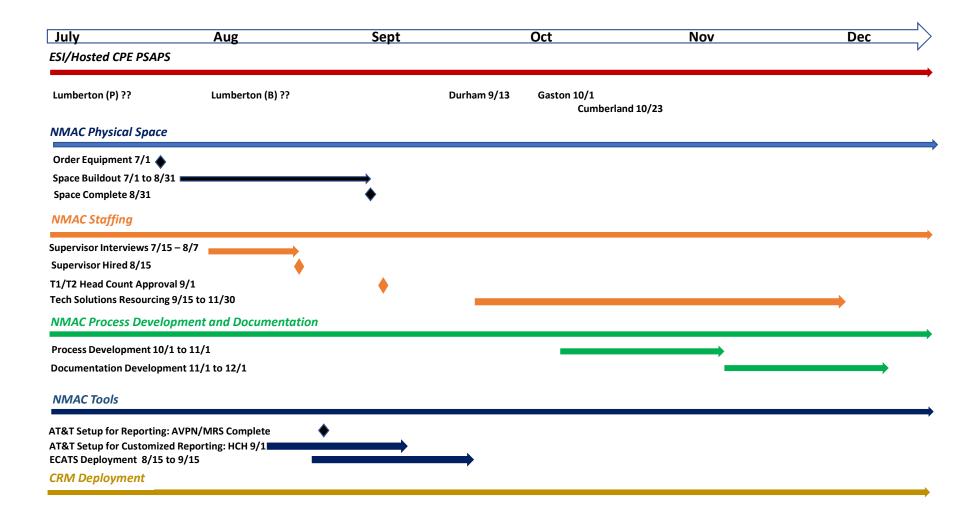
# Tab 9 Technology Committee Report Jeff Shipp

9 a)
ESInet Deployment
Gerry Means

9 b)
GIS RFP Update
Gerry Means

9 c)
NMAC Update
Gerry Means

9 d)
General Committee Report
Jeff Shipp



	Service Engineering and PSAP Liasons Assumes <b>vendor audience</b> is account management, engineering, and financial management		NMAC Service Administration  Assumes vendor audience is Tier 2-3 technical support, network engineering, manufacturer product management, and support center management		NMAC T1/T2 Operations/Customer Support  Assumes vendor audience is Tier 2-3 technical support, manufacturer product management, and support center management	
A=Accountable; R=Responsible; C=Consulted; I=Informed						
	In House	3rd Party/Vendor	In House	3rd Party/Vendor	In House	3rd Party/Vendor
Creation of budgets: All NMAC Technical and Support Services	A/R		C/I	С	I	
Expense forecasts for Fiscal year plus one	С	I	A/R	A/R	С	
Contracts: RFP/IFB development, review, and award recommendations; ongoing contracts management including renewals and modifications	A/R	A/R	С		С	
Service definitions and work flow development for CRM platform	A/R	С	A	С	С	С
Support for customer user groups and associations	A/R	A	С		I	
Vendor contract technical, Support, and cost estimation for new service development	A/R	A/R	R	A/R	R	С
Service update communications	I	A/R	R	A/R	R	A/R
Communications incident updates	I	A/R	A/R	A/R	A/R	С
Support for 911 Staff at customer service reviews	A	С	R	С	R	
Customer billing questions; billing resolution; billing adjustments; billing establishment	I	R	С	R	C/I	R
Customer requirements gathering for service support enhancements	A/R	С	R	С	R	С
Solutions design for NG911 / GIS services requiring non-standard configurations; Solutions design for new services and ongoing operations support plans	A/R	R	С	R	С	R
Customer support requests/MOUs for non-standard quotes/billing/rates	С	A/R	С		С	
Problem ticket ownership: RCA development and coordination, resolution, CMDB updates	С	R	A/R	A/R	A/R	A/R

	Service Engineer	ing and PSAP Liasons	NMAC Servi	ce Administration	NMAC T1/T2 Opera	ations/Customer Support
A=Accountable; R=Responsible; C=Consulted; I=Informed	Assumes <b>vendor audience</b> is account management, engineering, and financial management		Assumes <b>vendor audience</b> is Tier 2-3 technical support, network engineering, manufacturer product management, and support center management		Assumes <b>vendor audience</b> is Tier 2-3 technical support, manufacturer product management, and support center management	
	In House	3rd Party/Vendor	In House	3rd Party/Vendor	In House	3rd Party/Vendor
Asset Management / Lifecycle monitoring	С	A/R	С	A/R	С	A/R
Equipment and Software assets procurement	A	R	С		С	
Professional services, maintenance, and upgrades procurement	A	A/R	С	A/R	С	A/R
Service Provider Coordination and tactical response for service changes/updates	I	R	I	A/R	I	A/R
3rd Party vendor escalations: SLA violations	С	A/R	A/R	A/R	R	A/R
Tier IV technical support escalations	A/R	С	A/R	A/R	С	A/R
Solution design and customer onboarding	R	С	R	R	A/R	R
Service strategy and technical roadmaps	A/R	С	С	С	С	С

# Tab 10 Standards Committee Report Donna Wright

10 a)
Peer Reviewer Approval
Keena Heaton
(Vote Required)



NAME: Keena Heaton PHONE # 336-301-6036								
EMAIL: keena. heaton@randolph county nc. gov								
EMPLOYER: Randolph County Emergency Services								
ADDRESS: 760 New Century Dr.								
CITY: Asheboro STATE: NC ZIP: 27205								
CURRENT TITLE: 9-1-1 Communications Supervisor								
YEARS IN PUBLIC SAFETY: 12								
LIST YOUR PROFESSIONAL CERTIFICATIONS, MEMBERSHIPS OR LICENSES:  EMD, DCI, DCI TAC for PSAP, HIPAA officer								
for 9-1-1, CPR, APCO Public Safty TC, CTO,								
APCO member								
DESCRIBE YOUR EXPERIENCE AS IT RELATES TO THE FOLLOWING:								

### (attach separate sheet if necessary)

1. PSAP OPERATIONS & MANAGEMENT 4 years of experience -2014 - Promotel to Assitant Comm. Center Supervisor - QA, Training, Records 2017 - Promoted to Communications Supervisor - Policy, Improvement, goal setting, Hiring - Disciplinary Actions, TAC, etc.
2. PSAP EQUIPMENT (i.e Telephone, CAD, Dispatching Systems)

We have internal IT support staff that assists w/ Equipment management. I assist when necessary w/ all equipment troubleshooting, changes, or TC questions

3. TELECOMMUNICATOR QUALIFICATIONS & TRAINING

EMD, CPR, PSTC1, communications center supervisor - APCO - DCI, CTO, CISM, multiple FEMA certs.



WHY ARE YOU INTERESTED IN SERVING IN THIS CAPACITY? (attach separate sheet if necessary)
Board members requested volunteers, peer reviewers must have had
their PSAD reviewed. I would also like to meet managers
around the State, and see how their PSAPS are set up and
Managed. I could learn and assist the board.
PLEASE INDICATE IF THERE ARE ANY RESTRICTIONS ON YOUR AVAILABILITY

	•			100	10-13	· · · · · · · · · · · · · · · · · · ·	
No	maj	jor res	strictions	S			
PLEASE IND	OICATE Y	OUR PREFEF	RRED METHOD	OF CONTACT			
email	or	cell Pl	none				

ALL APPLICANTS MUST SUBMIT THE FOLOWING ADDITIONAL INFORMATION:

- A LETTER OF SUPPORT FROM YOUR CURRENT EMPLOYER
- A COMPLETE RESUME
- RECOMMENDATION LETTER (OPTIONAL)



APPLICANT SIGNATURE: DATE: 4-12-18

### Keena Heaton

760 New Century Dr., Asheboro NC, 27205 | 336-301-6036(c) | keena.heaton@randolphcountync.gov

### **Education**

### FIRE PROTECTION TECHOLOGY -ASSOCIATES | DAVIDSON COUNTY COMMUNITY COLLEGE

· Graduate in the Spring 2019

### HIGH SCHOOL DIPLOMA | JUNE 2000 | ASHEBORO HIGH SCHOOL

### **Skills & Abilities**

### **MANAGEMENT**

Management of daily operations at Randolph County 9-1-1. Developing short and long-term objectives. Creating
or modifying policies and procedures to reflect best practices. Responding to record requests, subpoenas, and
appearing in court representing our communications center. HIPAA compliance officer for the division.
 Management of the hiring, and training process for new employees, and the corrective actions for behavior or
performance problems.

### **LEADERSHIP**

• Leading a staff of 33 skilled 9-1-1 telecommunicators and supervisors. Identifying areas of improvement and areas of strength to develop and set up staff for success and promotion. Part of the administrative team leading the Emergency Services division of Randolph County.

### **Experience**

### 9-1-1 COMMUNCATIONS SUPERVISOR | RANDOLPH COUNTY 9-1-1 | APRIL 2017 - CURRENT

· Managing and leading 9-1-1 Supervisors and telecommunicators, overseeing daily 9-1-1 operations.

### ASSISTANT COMMUNICATIONS SUPERVISOR | RANDOLPH COUNTY 9-1-1 | MARCH 2014 - APRIL 2017

 Assisting the 9-1-1 Supervisor in daily 9-1-1 operations management, creating and maintaining monthly schedules. Quality Assurance and Improvement manager and training coordinator.

### TELECOMMUNICATOR / SHIFT SUPERVISOR | RANDOLPH COUNTY 9-1-1 | JUNE 2006 - MARCH 2014

- · Answering 9-1-1 calls, administrative and alarm calls.
- · Dispatch responsibilities for law enforcement, emergency medical services, or the fire service.

### PARK RANGER | NC ZOO | OCTOBER 2005 - JUNE 2006

- · Customer service answering questions from zoo visitors.
- · Responding to calls involving lost children, medical concerns, vehicle lockouts, or animals inside hot vehicles.

### SERGEANT (E-5) | UNITED STATES MARINES | JUNE 2000 – JUNE 2005

- Leading a section of infantry Marines during peacetime training periods and active deployments
- · Developing a plan of action to complete tasks delegated by the company First Sergeant
- Ensuring training of new Marines in their occupational specialties
- · Deploying to support Operation Enduring Freedom(Afghanistan), and Operation Iraqi Freedom
- · Pre-mission planning, after-action reviews, and briefing field officers of ongoing mission operation conditions.



### Randolph County

DEPARTMENT OF

### **EMERGENCY SERVICES**

760 New Century Drive Asheboro, NC 27205 Ph: 336-318-6911 Fax: 336-318-6951



www.randolphcountync.gov

### Office of the Chief

May 24, 2018

Ms. Tina Bone NC 9-1-1 Board Department of Information Technology PO Box 17209 Raleigh, NC 27619-7209

Imovan Dannil

Dear Tina,

The intent of this letter is to confirm my support for Maj. Keena Heaton to become a member of the 9-1-1 Board's peer review team.

I know he will be a great asset to the team and will provide professional and relevant experience, as required by such a team member.

If I can provide you with specific information, please don't hesitate to give me a call at (336) 318-6943.

Sincerely,

Donovan Davis

Chief

dld

cc: Maj. Heaton

### 10 b) General Committee Report

# Tab 11 Finance Team Report Marsha Tapler

11 a)
Reconsideration Process

### **PSAP Funding Reconsideration FY2018**

### Approved by the Board

- Guilford-Metro 911
- New Hanover
- Franklin
- Jacksonville
- Vance
- Polk
- Perquimans
- Pitt
- Richmond

### **Pending Approval**

- Bladen (waiting response)
- Perquimans FY2018 additional funds

### Withdrew Request

- Avery
- Alleghany
- Caswell
- Chowan
- Lincoln
- Orange
- Pender
- Rocky Mt.
- Surry
- Yancy

### **PSAP Funding Reconsiderations FY2019**

### **Pending Approval**

- Raleigh-Wake 911
- Surry Co 911 (withdrew request)

### In process

- Guilford-Metro—in process.
- McDowell—will resubmit with updated information.
- Person
- Rutherford

## Tab 12 Network Analyst Report Tina Bone

12 a)
ESInet and HCH Regional Meetings

12 b)
Upcoming PSAP Recognitions

12 c)
PSAP Peer Review Status

12 d)
Back Up Plan
Approved Seat Count Review

*12 e)* Other

### Tab 13 Other

### Adjourn

### Next 911 Board Meeting July 27, 2018 Crystal Coast Civic Center 3505 Arendell Street, Morehead City

### **UPCOMING MEETINGS**

Meeting Location Unless Otherwise Noted:
Phillips Building Training Room, 109 East North Street, Raleigh

- PSAP Managers' Meetings July as Noted
- Technology/Standards Committee July TBD
- ❖ Funding Committee July 12, 2:00 PM 4:00 PM
- ❖ Education Committee TC Certification Summit, July 31, Greensboro

