



# AGENDA

## NORTH CAROLINA 911 BOARD MEETING

September 25, 2015

Banner Elk Room

3514A Bush Street

Raleigh, NC

10:00 AM – 12:00 PM

<u>Tab</u>	<u>Topic</u>	<u>Presenter</u>	<u>Time (min)</u>
1.	Vice Chairman's Opening Remarks	Jason Barbour	15
	<ul style="list-style-type: none"> <li>o Introduction of Greg Hauser, Charlotte Fire Department, Representing North Carolina State Firemen's Association, appointed by the Speaker of the House</li> <li>o Introduction and Swearing In of Dave Bone, Martin County Manager, Representing North Carolina Association of County Commissioners, appointed by the Governor</li> <li>o Recognition of Christie Jordan, Bladen County Sheriff's 911 Center</li> <li>o Roll Call</li> </ul>	Richard Taylor	
2.	Ethics Awareness/Conflict of Interest Statement	Jason Barbour	5
	<p><b><i>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.</i></b></p>		
3.	Consent Agenda <i>(vote required)</i>	Richard Taylor	5
	<i>(Complete Reports Located in Agenda Book On Web Site)</i>		
	<ul style="list-style-type: none"> <li>a) Minutes of August 28, 2015 Board Meeting</li> <li>b) PSAP Liaison Report</li> <li>c) Network Specialist Report - Bone</li> <li>d) Network Specialist Report - Corn</li> <li>e) Update On 2015 Revenue Expenditure Reporting</li> <li>f) Grant Project Updates</li> <li>g) CMRS Fund Balance \$ 2,419,374</li> </ul>		
	1) CMRS Disbursements \$	(225,239)	

- h) PSAP Fund Balance \$ 21,216,861
  - 1) PrePaid CMRS Revenue \$ 829,156
- i) Grant Fund Balance \$ 918,394
  - 1) Grant Fund March Encumbered \$ (19,174,486)

4. Public Comment Jason Barbour

*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.*

- |     |  |                         |    |
|-----|--|-------------------------|----|
| 5.  | Executive Director Report  | Richard Taylor          | 10 |
|     | a) Legislative Update <ul style="list-style-type: none"> <li>1) H730 (County Provide 911 Dispatch Services)</li> </ul> b) Update On City of Rocky Mount Police Dept. Back Up Plan           c) Evaluation Statement of David B. Bone from the State Ethics Commission           d) Update On Radio Advertising |                         |    |
| 6.  | Recommendation From Standards Committee<br>Regarding Proposed 911 Rules<br><i>(vote required)</i>  | Laura Sykora            | 40 |
| 7.  | Recommendation From Funding Committee<br>Regarding Funding Reconsiderations <ul style="list-style-type: none"> <li>a) Martin County 911</li> <li>b) Perquimans County 911</li> <li>c) Scotland County 911</li> </ul> <i>(vote required)</i>  | Jason Barbour           | 15 |
| 8.  | Approval of Funds Transfer for FY15 Grants<br><i>(Vote Required)</i>   | Marsha Tapler           | 5  |
| 9.  | Update from NG911 Committee On Technical Consultant  | Jeff Shipp              | 10 |
| 10. | FY2014 North Carolina State Auditor Report   | Marsha Tapler           | 15 |
| 11. | Update On NC APCO/NENA State Conference  | David Dodd<br>Dave Corn | 10 |

Other Items

Adjourn

**Next 911 Board Meeting**

October 23, 2015  
NC 911 Office  
3514 A Bush Street  
Raleigh, NC

**Statewide PSAP Managers Meeting will be held on Thursday, November 19, and Friday, November 20, 2015, at the Raleigh Convention Center. Hotel accommodations will be across the street at the Marriott City Center hotel**

**NextGen 911 Committee**

Wednesday, September 30, 2015  
10:00 am  
Pinehurst Room  
3514A Bush Street  
Raleigh, NC

**Education Committee**

Thursday, October 1, 2015  
10:00 am  
Pinehurst Room  
3514A Bush Street  
Raleigh, NC

**Funding Committee**

Tuesday, October 6, 2015  
10:30 am  
Pinehurst Room  
3514A Bush Street  
Raleigh, NC





# NORTH CAROLINA 911 BOARD MEETING

September 25, 2015

Banner Elk Room

3514A Bush Street

Raleigh, NC

10:00 AM – 12:00 PM

# Vice Chairman's Opening Remarks

Jason Barbour

Introduction of *Greg Hauser*,  
Charlotte Fire Department,  
Representing North Carolina State Firemen's  
Association, appointed by the Speaker of the  
House

Introduction and Swearing In of *Dave Bone*,  
Martin County Manager,  
Representing North Carolina Association of  
County Commissioners, appointed by the  
Governor

I, David B. Bone, do solemnly swear that I will support the Constitution of the United States.

I, David B. Bone, do solemnly swear that I will be faithful and bear true allegiance to the State of North Carolina, and to the constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said state, not inconsistent with the Constitution of the United States.

I, David B. Bone, do solemnly swear that I will well and truly execute the duties of my office as a member of the North Carolina 911 Board according to the best of my skill and ability, according to law, so help me God.

# Recognition of *Christie Jordan*, Bladen County Sheriff's 911 Center

# COMMUNICATIONS

## Event Report

Event ID: **2015-25947**

Call Ref #: 473

Date/Time Received: 06/08/15 04:16:48

Rpt #: 2015-4331

Prime T14

Services Involved

Call Source: E911

Unit:

LAW

FIRE

EMS

Location: **2935 BURNEY FORD RD**

X-ST: **MARTIN GOURD RD**  
**ELKTON RD**

Jur: BCSD Service: EMS Agency: BEMS

St/Beat: MED2 District:

RA:

Business:

Phone:

GP: CR1

Nature: **CARDIAC/RESPIRATORY**

Alarm Lvl: 1 Priority: P

Medical Priority: 09D01

Reclassified Nature:

Caller: US CELLULAR

Alarm:

Addr: 5832 NC 211 HWY E- W SECTOR Phone: (910) 991-7428

Alarm Type:

Vehicle #:

St:

Report Only: No

Race:

Sex:

Age:

Call Taker: ROMEROC

Console: C911CAD3

Geo-Verified Addr.: Yes Nature Summary Code: EMS Disposition: RM Close Comments:

Notes: LOST CONTACT WITH CALLER LEO ARRIVED TOOK OVER SCENE [06/08/15 04:28:53 ROMEROC]  
[PROQA] Reclassified from 06E01 to 09D01 RESPONSE: Delta [06/08/15 04:28:28 ROMEROC]  
[PROQA] RESPONSE: Echo [06/08/15 04:18:23 ROMEROC]

### Times

Call Received: 06/08/15 04:16:48

Time From Call Received

Call Routed: 06/08/15 04:18:23

000:01:35

Unit Reaction: 000:12:57 (1st Dispatch to 1st Arrive)

Call Take Finished: 06/08/15 04:18:23

000:01:35

En-Route: 000:01:45 (1st Dispatch to 1st En-Route)

1st Dispatch: 06/08/15 04:18:46

000:01:58 (Time Held)

On-Scene: 000:39:11 (1st Arrive to Last Clear)

1st En-Route: 06/08/15 04:20:31

000:03:43

1st Arrive: 06/08/15 04:31:43

000:14:55 (Reaction Time)

Last Clear: 06/08/15 05:10:54

000:54:06

### Radio Log

Unit	Empl ID	Type	Description	Time Stamp	Comments	Close Code	User
T14		D	Dispatched	06/08/15 04:18:46	Stat/Beat: T14		MURPHYS
T14		E	En-Route	06/08/15 04:20:31			MURPHYS
T15		D	Dispatched	06/08/15 04:29:51	Stat/Beat: T15		ROMEROC
T15		E	En-Route	06/08/15 04:29:51	Stat/Beat: T15		ROMEROC
T14		A	Arrived	06/08/15 04:31:43			ROMEROC
T15		X	Canceled	06/08/15 04:33:22	none		ROMEROC
T14		T	Transport	06/08/15 04:46:09	To: BLADEN HOSPITAL		ROMEROC
T14		H	At Hospital	06/08/15 04:59:10			ROMEROC
T14		C	Cleared	06/08/15 05:10:54		RM	ROMEROC

Roll Call

Richard Taylor



# Ethics Awareness/Conflict of Interest Statement

Jason Barbour

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

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

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

# Consent Agenda *(vote required)*

(Complete Reports Located in Agenda Book On Web Site)

**Richard Taylor**

**North Carolina 911 Board  
MINUTES  
3514A Bush St, Raleigh  
August 28, 2015**

<b><u>Members Present</u></b>	<b><u>Staff Present</u></b>	<b><u>Guest</u></b>
Jason Barbour (NCNENA) Johnston Co 911 [911 Board Vice Chair]	Tina Bone (ITS)	Jeryl Anderson-Orange Co Emergency Services
Darryl Bottoms (NCACP) Pilot Mountain PD	Richard Bradford (DOJ)	Teresa Bank-OITS
Ninnet Bowman (pending VoIP representative from TWC)	Dave Corn (ITS)	Randy Beeman-Cumberland Co ES
Eric Cramer (LEC) Wilkes Communications	David Dodd (ITS)	Rachel Bello-Wake Co
Rick Edwards (CMRS) Sprint	Karen Mason (ITS)	Mike Bornes-Holly Springs PD
Chris Estes (NC State CIO)[911 Board Chair]	Marsha Tapler (ITS)	Nikki Carswell-Burke Co EOC
Margie Fry-(VoIP) TWC [retiring Board member]	Richard Taylor (ITS)	Lewis Cheatham-Guilford Metro 911
Andrew Grant (NCLM) Town of Cornelius [phone and web]		Debora Cottle-New Hanover Co 911
Len Hagaman (Sheriff) Watauga Co		Anna Curtis-Burlington PD
Dinah Jeffries (NCAPCO) Orange Co Emergency Services		Brian A. Drum-Catawba Co 911
Robert Smith (LEC) AT&T		Tammy Dyles-High Point 911
Jeff Shipp (LEC) Star Telephone		Lisa M. Falkner-Vance 911
Jimmy Stewart (NCAREMS) Hoke Co 911		Greg Foster-Alexander Co 911
Slayton Stewart (CMRS) Carolina West Wireless		Ellis Frazier-Yadkin Co S.O./NCAPCO
Laura Sykora (LEC) CenturyLink		Del Hall-Stokes Co
		Kenyon Harris-Burlington PD
		Bence Hoyle-Cornelius PD
<b><u>Members Absent</u></b>	<b><u>Staff Absent</u></b>	Kelly Hoyle-Mt Holly PD
Rick Isherwood (CMRS) Verizon		Wes Hutchens-Forsyth Co
		Judy Jenkins-Cornelius PD
		Eric Kerns-Burlington PD
		Glenn Lamb-Guilford Metro 911
		Mike Martin-TriTech
		Karen McDaniel-Stanly Co 911
		Allen Moore-Rocky Mount PD 911
		James Moore-Rocky Mount PD
		Melanie Neal-Guilford Metro 911
		Dominick Nutter-Raleigh/Wake ECC

		Tonya Pearce-Durham 911
		Trey Piland-Dare Co S.O.
		Lisa Reid-Fayetteville PD
		Jason Reavis-Vance 911
		Brian Short-Vance 911
		Todd Sims-Mecklenburg EMS Agency
		Candy Strezinski-Burke Co EOC
		Herb Swaim-Forsyth Co
		Rick Thomas-Apex PD
		Corinne Walser-Mecklenburg EMS Agency
		Keith Whitfield-Durham
		Michael A. Whitley-Rocky Mount PD 911
		Nancy Williams-High Point 911
		Jeff Wood-Burlington PD
		Doug Workman-Cary 911
		<b><u>WebEx Guest Attendees</u></b>
		Ron Adams-Southern Software
		Tammy Aldridge-Rutherford Co
		Mike Catagnus-Edgecombe Co S.O.
		Michael Cone-Wilson Co 911
		Mike Edge-Scotland Co 911
		Liz Hodgis-Currituck Co Communications
		Jeff Holshouser-Airbus Communications
		Grant Hunsucker-Montgomery Co 911
		Chad Ives-City of Havelock IT
		Lloyd Moskowitz-Gaston Co Police Communications
		Philip Penny-Mission Critical Partners
		Laurie Piche-Orange Co Emergency Services
		Wesley Reid-City of Greensboro
		Eileen M. Selby-Dare Co S.O.
		Gwen Snowden-Chatham Co Emergency Operations
		Jim Soukup-City of Durham 911
		Matt Stevens-Boone PD

		Tammy Watson-Pineville Police Communications
		Donna Wright-Richmond Co Emergency Services
		Brenda Womble-Wilson 911

### **Chairman's Opening Remarks**

At 10:00 AM 911 Board Chair Chris Estes welcomed all in attendance and, while observing that there was a very full agenda for the meeting which he hoped to move through quickly, mentioned there were some items which needed to be addressed first. One was to recognize retiring Board member Margie Fry, which he did by presenting her with a plaque in recognition of her service. 911 Board Executive Director Richard Taylor pointed out that Ms. Fry has been a Board member since 2008, the very first Board member representing a VoIP provider. He praised her for doing extremely well at representing VoIP providers and extremely well at hosting many 911 Board meetings at the TWC corporate facility in Morrisville, saying she has been an absolute wonder to work with who "took over the Education Committee and ran with it." He noted the Board did its first public service announcements through the help of TWC; that she was always there to help when the Board needed to know how to do something in a particular market—turning this up and turning that on—and that the Board will miss her. Ms. Fry said it had been a pleasure for her to be a member of this Board; that it has been an honor to sit at this table with all the other Board members that "make this work." She added that while she feels a little sad in leaving, she figures there will always be room for some volunteers, so "you never know when you might see me."

Chairman Estes then introduced Ms. Fry's replacement, Ninnet Bowman, also of TWC, who will be sworn in after some outstanding paperwork is completed, and will not become a voting member of the Board until that is done, hopefully by the next meeting. He thanked Ms. Bowman for volunteering her time and service, observing she has big shoes to fill. Mr. Taylor said that when he first met Ms. Bowman he learned she is Ms. Fry's counterpart in Charlotte, and, "The really good thing is that Margie is the one who trained her, and although she may indeed have big shoes to fill, she comes with high qualifications." Ms. Bowman thanked him, and Chairman Estes said he was sure the "Charlotte contingent" will appreciate having her represent "the Great State of Charlotte", noting that he is a "Charlotte-ean" himself. He then asked Mr. Taylor to call the roll so they could get the meeting going.

Mr. Taylor asked if Board Member Andrew Grant was online, who replied he was, and then moved to visitors attending online (as listed on the attendance page). Chairman Estes thanked Mr. Taylor and reminded attendees online to please remember to keep their phones on mute unless they are speaking. He then moved on to the Ethics Awareness/Conflict of Interest Statement.

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

Chairman Estes read the ethics awareness/conflict of interest statement printed on the agenda and asked Board members to indicate if they felt they had any conflict or potential conflict of interest with any of the matters scheduled to come before the Board today. Stating she had not been able to review in detail the City of Rocky Mount appeal regarding its grant award denial to see if CenturyLink was involved, Board Member Laura Sykora said she would abstain from any vote on that. Hearing no others, Chairman Estes noted that if during discussion anyone becomes aware of a potential conflict to please simply speak up so the meeting minutes will correctly reflect that.

### **Consent Agenda**

Chairman Estes turned the floor over to Mr. Taylor to discuss the consent agenda. Noting the consent agenda was available in the Agenda Book on the Board website, Mr. Taylor said he had distributed the minutes of the July meeting last week, and the Monday teleconference yesterday, and had not received any corrections for either one, so he asked if anyone had any corrections to make now. Hearing none, he

reminded everyone that all the other staff reports were available online in the agenda book and quickly went through the financial report (also in the agenda book), reporting that CMRS fund revenue for the month was \$755,329 with \$263,884 paid out in disbursements. Noting that prepaid revenue at \$1.3M showed a big bump up, he explained that companies have the option of paying monthly or every six months, and the bump is caused by the six-month payments. Mr. Taylor said money has not been moved out for the grant allocation, which will happen next month, but PSAP payments were ~ \$4.3M. Turning to the Grant Fund report, he reported \$20,217,933 was encumbered, and after the encumbrance the balance was \$908,352. He observed several grants are near closing out: the Rockingham and Burke County grants are closing out with just some extensions to clean up paperwork and last minute expenditures, and Bladen County had been overpaid a little bit and was sending some money back. He asked if there were any questions, and hearing none, Chairman Estes said he would welcome a motion to approve the consent agenda. Ms. Sykora so moved, Ms. Fry seconded, and the motion carried unanimously.

### **Rulemaking Public Hearing**

Chairman Estes next moved to the Rulemaking Public Hearing section of the meeting. He began by reading a walk-through of the rulemaking hearing process: "The purpose of the hearing is to receive comments from those present who wish to speak on the proposed adoption of the 911 Board rules. Thirty-three (33) rules are proposed for adoption and a summary of each rule will be read. Copies of the proposed rules are available for you at the back of the room. The rules along with the fiscal note submitted to OSBM are also available on the 911 Board website. After the summary of the rules has been read, the Board will entertain questions about any of the rules. Anyone wishing to comment will be allowed to do so. You will be invited to the podium where it will be requested that you state your name, your employer, for the record, and you will be allowed a maximum of five minutes to make comments on the proposed rule amendments. Currently we have three speakers registered to speak, so we'll call them up in a few minutes."

He continued by reading the summary of the rules which had been posted on the 911 Board website in the meeting agenda book at:

[https://www.nc911.nc.gov/Board/agenda/Book/20150828\\_Tab04\\_Chapter%2009%20NCAC%2006C.pdf](https://www.nc911.nc.gov/Board/agenda/Book/20150828_Tab04_Chapter%2009%20NCAC%2006C.pdf)

He said he would refer to each section and rule using the four digit suffix to each following the decimal point.

Upon completion of that reading, Chairman Estes invited the first speaker registered to comment, City of Jacksonville Police Chief Mike Yaniero, who was attending via WebEx, to share his comments with the Board. Chief Yaniero began by stating that he supports the implementation of standards, noting that the Jacksonville Department of Public Safety is accredited through Fire and Police and is attempting to contract through CALEA (Commission on Accreditation for Law Enforcement Agencies, Inc.) to have its communications center accredited as well, but added that he does have some concerns. He defined a standard as "...a declaration or statement that places clear cut requirements on an agency...", observing it could be a policy or a procedure or a rule or regulation, but also could be an activity or other actions, and also observing that there is a difference between best practices and standards.

Chief Yaniero expressed concern that in a number of the proposed rules he does not understand what the intent of the standard is. Using the same citing format as Chairman Estes had done when reading the summary, he first cited §.0207(d)(1): "Ninety (90) percent of emergency 911 calls received on emergency lines shall be answered within ten (10) seconds," saying that he would advocate that as a best practice, as a goal, and the standards should reflect how to achieve that goal, whether through a self-improvement program, a quality improvement program, or something similar to that.

Turning next to §.0207(c)(1), "There shall be sufficient Telecommunicators available to effect the prompt receipt and processing of emergency 911 calls needed to meet the requirements as specified herein," Chief Yaniero asked, "What does that mean? How will it be determined? Who's going to make those kinds of decisions?" He speculated that a standard of this type maybe should use an annual audit or an annual staffing level in order to accomplish that goal.

Moving to his third point, Chief Yaniero addressed supervisor accessibility [§.0207(a)(8)], saying a lot of PSAPs are only one person, so to have a supervisor on call, what does "immediate" mean? What is the

purpose of this standard? What about agencies like his that have police and fire supervisors on staff; is that going to be "readily available"?

Chief Yaniero next turned his attention to §.0208(a)(7), "PSAPs shall be designed to accommodate the staffing level necessary to operate the center as required by the Rules set herein," saying "What does that mean; how are you going to apply that; who is going to determine that?" He added he has a lot of questions about how the compliance process is going to occur. He summarized that many of the standards he's read lack specific technical language that would aid in the compliance process. He observed that standards are an agreed-upon way of doing something, and in order to gain agreement, especially in the compliance review, a standard needs to be as objective as possible. He said he doesn't see that in a number of these standards.

Chief Yaniero said he thinks that "...you should leave the "how" to achieve a goal to the locality and just set the goal." He also said he thinks "...you need to consider some test sites before you implement these standards. Send them out; do some test sites so that we can see how these standards are going to be applied and how effective they're going to be." He noted that even in the CALEA process his agency has spent a great deal of money and time going through this process to make sure that they have all the standards met. He said he sees this as costing local government quite a bit of money in order to ensure those compliance processes, reiterating that he thinks these standards need to be more objective than subjective.

Chief Yaniero then thanked the Board for its time and the opportunity to express his views. Chairman Estes thanked him for his comments and assured him they would be reviewed by the Standards Committee.

Chairman Estes next turned the floor over to Ellis Frazier. Mr. Frazier introduced himself as current President of the North Carolina chapter of APCO (Association of Public Safety Communications Officials) as well as the Communications Director of the Yadkin County Sheriff's Office. He mentioned he had also been asked to speak on behalf of the North Carolina chapter of NENA (National Emergency Number Association). He said that essentially he would like to echo some of the comments of Chief Yaniero in saying that some of the current recommended standards "...hold rather ambiguous statements". He added that they (the organizations he represents) are not opposed "in any way, shape, or form" to standards, as they agree they are needed. He said "We provide a service, and there needs to be a standard of service that we provide that can be met openly," adding "We can never truly meet the expectations of a standard if they're not clearly defined."

Mr. Frazier said that some of the examples they are concerned with are the standard that's covered on page 27, §.208, *Public Safety Answering Point Facilities*, (a)(1): "Any Primary PSAP, Backup PSAP, and Secondary PSAP that receives 911 Funds from the NC 911 Board shall comply with all NC 911 Board Rules." He observed that the organizations he represents have a concern that military PSAPs may possibly be funded in this state using money from the 911 fund. He said their concern is that any agency which currently receives funding from the 911 Board shall meet requirements which allow compliance checks and most certainly shall comply with all North Carolina 911 Board rules, but in the case of military PSAPs the money would, as they understand it, almost certainly be allocated to the Department of Defense general fund, which would not allow military PSAPs to be subject to state compliance checks, nor would it allow the 911 Board access to records to confirm that the money was being spent specifically in adherence to the 911 Board rules. Although he acknowledged that is currently only a possibility, and will not necessarily come to fruition, it obviously causes them concern. He observed there is talk about denying funding to PSAPs which receive less than two (2) 911 calls per hour when they currently exist and provide a service which is needed in their community, in contrast with talk about funding military PSAPs in a time and place where there are currently PSAPs operating which handle the 911 calls and traffic, in some situations, that are requested from those members of our military that are on base. So in the one instance, he said we're talking about forcing consolidation of smaller centers in an effort to save money while possibly writing a blank check to military base PSAPs without even being able to know how the money is being spent.

Mr. Frazier reiterated that again, they (the organizations he represents) are not opposed to any standards; they would just like to see that there are some more specific and definitive standards which can be met without cutting services, without cutting PSAPs, and a more economical approach. He said



that their commitments lie not with a specific state agency, not organizations or associations, nor with some misguided liaison, but instead remain focused on providing service to our citizens, responders, and personnel alike. He concluded by saying they wish to create and continue to assist in the creation of standards which provide equal access and applicable funding for what we currently have without reduction in service.

Chairman Estes thanked Mr. Frazier for his comments and turned the floor over to Town of Cornelius Police Chief Bence Hoyle, who is also the President of the NCACP (North Carolina Association of Chiefs of Police). Chief Hoyle thanked Chairman Estes and said he appreciated the opportunity to speak. He remarked he was not sure he could drill down adequately on a list of rules that took ten minutes to read, eliciting laughter from the group in reference to Chairman Estes' exhaustive reading of just a summary of the rules, but said he would just get started anyway, saying he understands the complexity of the rule making process. He noted that in addition to being President of the NCACP he also serves on the 911 Board's Next Generation 911 Committee and had to give a shout out to the members of that committee because it's a very complex thing and will be a very expensive process, so he understands cost cutting.

He stated that members of the Chief's Association have been concerned and opposed for some time to rules and standards that force the consolidation of PSAPs. He said they believe that some of that intent is in these rules, or some still believe it, but they also believe the Board is approaching it in the proper way by promoting grants for consolidation that he thinks will adequately reduce the number of PSAPs. He said their concern with these rules is around operations, as has been mentioned by both previous speakers today. He added that despite their strong opposition to some of these standards that he is going to mention, starting in §.207 *PSAP Operations and Management*, the Chief's Association and all the Chiefs he has spoken with are very supportive of standards; they understand there is inadequate PSAP performance in some areas. He noted they particularly support the backup system requirement; they think it's long overdue and appreciate it. Citing mandatory training programs for personnel, he said "We all know that's important and support that 100%, as well as good performance standards like the 90% rule," adding that they believe in those measures.

Chief Hoyle continued by saying the problem they have is with the 911 Board getting into the operations of the local PSAP; that they believe the 911 Board should limit the scope to technical and performance standards only and not attempt to dictate operations/personnel resources that are not fully funded separately by the Board. Noting he's taught performance measurement at the master's degree level and is very familiar with it, and that those who are familiar with it know that we can really define operational standards through performance measurement because if you have to meet those benchmarks you "...have to do what you have to do to meet them." He said the Board doesn't need to get into operational standards at the local level to reach its goal. He postulated that the 911 Board should focus on what performance is in each PSAP, not "...how those benchmarks are met."

He continued that they respectfully request at a minimum that the Board eliminate those operational standards, make a valid attempt to use benchmarks, (mentioning as an aside that there are some professionals out there that can help do that; that can really align those benchmarks well) and let's see how that works before we get into operational standards. He speculated that he thinks the Board will find that a lot of the opposition it's seen to the standards will really turn around if it will just stay out of the local operations.

Chief Hoyle observed that 911 calls are "...the most important thing we do, there's no question about it." He continued, "But in some PSAPs, that's only a third of what they do. It's still the highest priority; everything else gets dropped when a 911 call comes in. But in reality it's not everything a communications center does. So we believe that by staying out of that and focusing on the minimum performance standards, you're going to get a lot farther with compliance than you would otherwise."

He said he wanted to just briefly mention a couple of other things. Citing §.0107(b) under *Hearings*, he observed it says little things like the envelope should be labeled "911 Funds Request for Hearing", and suggested that just as a "maintenance thing" he'd recommend that the Board change that to "clearly mark that it's an appeal" and not get into those little details. He cited §.0107(c): "Any additional information requested by the Board shall be submitted within the time periods established in order to expedite consideration of the request" and "...to comply expeditiously with a request for information by the Board..." as another example, saying the Board should be more specific about those. He said he thinks

there is a lot of burden on the PSAPs to meet certain deadlines but there is not a lot of expectation that "...we'll know answers between them." He next turned to facilities, §.0208(a)(2): "All equipment, software, and services used in the daily operation of the PSAP shall be kept in working order at all times." He said, "Think about that. That's a literal statement. Everything breaks, everything goes down. I think you should state that as an up-time percentage; technically a center is in violation if it goes down under that standard." He advised to try to look at some of those literal statements and try to come up with ways to do something like a 99.9% up-time. He noted he was out of time, but that he had some other "maintenance things" he wanted to bring up, so he would send them to Mr. Taylor.

Chairman Estes thanked Chief Hoyle, saying he would appreciate the written comments being sent to Mr. Taylor so the committee can look at them. Noting that these three speakers had pre-registered to speak, Chairman Estes asked if there were other people in attendance or on the phone who would like an opportunity to speak before the Board. Lloyd Moskowitz replied over the phone connection that he would like to offer comments. Chairman Estes recognized Mr. Moskowitz, but before turning the floor over to him, asked if there were any others who would like to get in the queue. Hearing from no one else, Chairman Estes turned the floor over to Mr. Moskowitz.

Noting he was with Gaston County Communications, Mr. Moskowitz said he would not reiterate what had already been stated by others, which he said he was in agreement with. He added, however, that there are two items he would like to address, one of them being best practices. Citing §.0207(f), where the standards speak to recording devices, he said there are a lot of standards which are very specific, but when it comes to recordings this does not address any type of retention period, which is something he thinks we would want to address, either in accordance with the "state's actions" or just with best practices in terms of how long to retain audio recordings. He said that if you don't want to make the standard statutory, at least provide some best practices or recommended retention period.

Similarly, he cited §.0208(b) under Power, where it talks about UPS systems, saying he thinks again it would be good to put in a best practice of what the minimum runtime should be, such as sufficient to run your comm center for two hours or four hours or whatever the Board would establish to be an appropriate time.

Moving to the second item he wanted to address, he acknowledged that NCGS 62A does, by definition, assign Powers and Duties to the 911 Board (NCGS §62A-42). He then cited §.0207(b)(1) where it talks about telecommunicators and supervisors shall be certified in skills and abilities, saying he finds that a little bit troubling in its vagueness; it's not specific, there are no specific standards mentioned, and he's concerned about how you certify something if you don't have actual written, defined standards. Moving to §.0207(c)(1) where it talks about staffing: "There shall be sufficient Telecommunicators available to effect the prompt receipt and processing of emergency 911 calls needed to meet the requirements as specified herein", Mr. Moskowitz observed that he kind of sees that as an unfunded mandate because, although there are other factors, the main driver for not being able to receive calls promptly is the number of personnel you have on duty, and obviously if you create a standard and the local government does not support the PSAP (e.g. provide sufficient personnel), then the PSAP is out of compliance due to a situation which is beyond its control, namely salaries.

Turning to §.0207(d)(1) where it talks about 90% of 911 calls shall be answered within a timely fashion, he said he absolutely agrees with that, but again what happens if you are non-compliant; what happens if you don't? He said that is his concern because "...we never seem to get to that last part."

He next addressed §.0103 "where it talks about scope", saying again that this seems to be an important thing because it's mentioned three times: "To establish the required levels of performance and quality of installations of emergency services communications systems" [§.0103(b)(4)]. Next he went to §.0203 where it talks about termination and suspension of 911 funds until a PSAP "...complies with the requirements of applicable statutes, these rules, and the Board's standards, policies and procedures," [§.0203(c)], saying the same thing is stated on page 27 under §.0208(a)(1): "Any Primary PSAP, Backup PSAP, and Secondary PSAP that receives 911 Funds from the NC 911 Board shall comply with all NC 911 Board Rules."

Mr. Moskowitz said, "Here again, that's my concern. You create these standards, some of them are defined, some are not, some are unfunded mandates that put the onus on the 911 Board for compliance,

which again is maybe beyond their control.” He then returned to NCGS §62A-42, Powers and Duties of the 911 Board, citing §62A-42(a)(4) where it says “To establish policies and procedures to fund advisory services and training for PSAPs, to set operating standards for PSAPs and back-up PSAPs, and to provide funds in accordance with these policies, procedures, and standards,” saying his interpretation of that is that if the Board sets standards for things such as training that there is a mechanism to fund those standards if you want compliance. He continued, “So that’s my main concern, that if you establish these standards and guidelines, which I’m not against, that I think that there is a mechanism embedded in 62A to at least create a mechanism to fund these so that the PSAPs can at least be in compliance with your standards and guidelines.”

Chairman Estes thanked Mr. Moskowitz for his comments and asked again for other comments in the room or on the phone. Hearing none, he observed that the Standards Committee has been working on these standards for some time, and has gone through the rule-making process and will continue to go through that, so he would like to thank everyone for participating and providing feedback to the Board. He added that the 911 Board will continue to receive written comments until 5:00 PM today, so if anyone has written comments to submit please get them to Teresa Bank (whose contact information is on the website) by then. He noted that they also have some written comments that were provided to Board members before the meeting, and ultimately all comments will be aggregated together. He said the next steps in the adoption process will be for the Board to review all oral and written comments to determine if any revisions should be made and to propose text of the rules prior to submission to the Rules Review Commission. If substantial revisions are made to the proposed rules, the Board will hold another public hearing at a later date. Interested parties will be notified if another rule-making hearing is to be held, and information about the rule-making process will also be posted on the 911 Board website. Chairman Estes then announced this concludes the rule-making hearing section of our meeting today.

He also added that the Standards Committee does have a meeting scheduled for Thursday, September 10<sup>th</sup> at 10:00 AM in the Banner Elk Room of 3514A Bush Street (this building) in Raleigh, NC. He noted that the committee will be reviewing the comments received at that time and deciding upon the next steps to be taken in the rulemaking process. He encouraged all who have offered comments as well as anyone who might have some ideas about how to make the rules better to meet the needs of all the PSAPs to attend that meeting, pointing out it is a public meeting and they are welcome to come and provide their input. He once again thanked all who had presented comments, saying their feedback is welcome and encouraged.

### **Executive Director Report**

Chairman Estes invited Mr. Taylor to give the Executive Director Report as the next item on the agenda. Observing that the budget was obviously the big focus on Jones Street, he reported that all of the bills the Board has been following with the exception of H512 remain where they were when he reported on them at the last meeting. He said that H512 to Amend/Clarify Backup PSAP Requirements did pass and has been signed into law by the Governor as Session Law 2015-219. Reminding all of how he reported in July that language from H730 regarding how counties and municipalities should handle dispatch services had been added to the bill because it was moving, he said that it was removed from the bill before passage. He also reminded everyone that H512 was the one where folks from Pitt County had asked for an extension to meeting their backup PSAP plan implementation beyond July 1, 2016, and that this bill allowed the Board to grant an extension up to July 1, 2017 if they were making substantial progress toward that implementation.

Mr. Taylor added that Section 2 of the bill ties in with a topic the Board’s been talking about for quite some time regarding uniform procurement, or a catalog, for 911 eligible expenses. It charges the Board to investigate options for providing that service and report back to the Joint Legislative Oversight Committee on Information Technology next May. He speculated that will be turned over to the Funding Committee to work on, or a subcommittee of that committee. Saying that about summed things up legislatively, he did add that the information voted on last Monday regarding potential changes to 62A has already made it downtown, and he has been trying to schedule a meeting with Representative Boles since he was the one who really had some concerns, especially over creating the Next Generation 911 Fund. Mr. Taylor said it was his understanding that Representative Boles has been keeping up with the actions of this Board, and thinks he knew Monday night that the Board had met and what the discussion was and what had been approved. Mr. Taylor stated he didn’t know what will be accomplished between now and the

end of the legislative session, and it's possible some or all of that language may be put in before then but he simply doesn't know yet. He said he'll know more probably next week after hopefully meeting with Representative Boles and probably Representative Saine as well, but everything looks very positive.

Mr. Taylor next moved to his FCC update, observing that there are a lot of things going on there right now. He said location accuracy is a huge thing right now, and PSAP operating architecture is another big thing going on. He mentioned staff member David Dodd had heard FCC Chairman Wheeler speak at the National APCO Conference last week, adding he knew Mr. Wheeler back when he was running CTIA (Cellular Telephone Industry Association) and that he's quite an individual; he does not mind saying what is on his mind. Mr. Taylor observed Mr. Wheeler has really "taken the banner for 911 up," and is very concerned about next gen 911. Mr. Taylor then projected some excerpts from the Chairman's APCO presentation onscreen because he thinks this will help everyone understand where the FCC is looking and what it's looking for from Congress.

One of the excerpts which caught Mr. Taylor's attention was one calling on Congress to authorize establishment of a national maps database. Mr. Taylor said the 911 Board has been saying for several years how important the orthography program is, and to hear the FCC Chairman say we need a national maps database underscores that. He said that these are not just "pictures being taken" but "maps that are being generated," pointing out that our mobile generation's communications do not stop at county lines or state lines; that we have to be able to share maps across our boundaries. Referring to the Chairman's statement, "While Congress has enacted important 911 legislation over the last 20 years, the legislative framework largely adopted in 1999 has been outstripped by changes in technology," Mr. Taylor observed there's not a person who works in a PSAP that can tell you they're working with the same stuff today that they were working with in 1999, adding that how folks contact 911 is changing all the time. Moving to the next quote from Mr. Wheeler's text, Mr. Taylor emphasized that it is very important: "To effectively implement NG911, we need to amend our laws in a way that reflects the changing realities on the ground." Mr. Taylor stressed that means not continuing to do it the same way we've been doing it for thirty years; that "It's a whole new ballgame out there, and we've got to change our laws to reflect what's really going on, on the ground."

Excerpts from Mr. Wheeler's presentation also included, "...the maps our PSAPs use to identify where callers are calling from should not end at the county or state line" and "Congress could authorize establishment of a national maps database...", prompting Mr. Taylor to reiterate how important these maps are, and how incredulous he was to learn at the first North Carolina PSAP managers meetings that many of them did not have maps of adjoining service areas, usually because the IT departments, rather than the PSAPs, were, for various reasons, not willing to do that. He stressed how important it is that the maps generated from the orthos are not intended to be just for the city or the county, but for their neighbors as well.

Mr. Taylor continued with Mr. Wheeler's comments about grants: "More broadly, additional federal grants to states could help pay for the capital costs of implementing NG911. Congress provided \$115 million in grant funding as part of the in grants from auction proceeds in the Middle Class Tax Relief and Job Creation Act of 2012. That's a good start, but more can be done." Mr. Taylor observed that \$115M distributed among the 50 states and the U.S. territories is not a lot of money, and mentioned as an aside that the Middle Class Tax Relief Act is also where FirstNet is authorized.

Mr. Wheeler also stressed the importance of public safety answering points addressing cybersecurity issues in his remarks: "The simple truth is that PSAPs—particularly smaller PSAPs—are not well resourced to address this fight and in many cases cannot afford to face it alone. One way to help PSAPs protect themselves against cyberattack would be for Congress to incent the development and use of shared Security Operations Centers supporting multiple PSAPs." Mr. Taylor pointed out that staff member Tina Bone holds her Master's Degree in Cybersecurity, and attended the Cybersecurity Workshop at APCO, and both he and she are very pleased with the Chairman's drawing attention to it.

Mr. Wheeler cited a number of actions the FCC has taken since last year on 911 and NG-911 issues, including efforts to enhance 911 communications continuity and reliability, bolster location accuracy, and improve governance: "To date, the transition to NG-911 has been too slow and too ragged and as a result, has been increasing the overall cost and risk while leaving us well short of our goals of improving emergency response and saving lives." Mr. Taylor said "Marsha can tell you what the cost of doing

NG911 is; across the board, it's unbelievable." He added that is one of the things they try to work with the PSAPs on, to be careful buying what you think is NG911 because you can spend a lot of money real quick.

Mr. Taylor's next citation from Mr. Wheeler's remarks was, "...state and local authorities must maintain legacy communications capabilities during a transitional period," and he spoke to how the NG911 committee has talked about this very topic over and over again because they know we're going to have to run two 911 networks at the same time, and that's going to be expensive. Continuing, Mr. Wheeler said, "Maintaining two infrastructures increases cost and complexity at a time public safety resources are already stretched razor thin. But it's not a unique experience; throughout our communications infrastructure, this is being done - and done successfully." Scanning a little further down the page, Board Member Jeff Shipp pointed out the comment "...just because the slow implementation of NG-911 is understandable does not make it excusable," and observed, "He's (Mr. Wheeler's) on a mission, and he doesn't mind circumventing states' rights sometimes." Mr. Taylor replied, "Yes he's on a mission! If you remember, he made a statement last month that circumvented states' rights and it scared the daylights out of me, and should everybody else, too, but he's the man that gets things done." He speculated that what Mr. Wheeler is basically saying is states and local governments aren't getting things done, and their customers are the people using the wireless and wireline network.

The final comment that Mr. Taylor highlighted was, "Today's fractured implementation of 911 and NG-911 capabilities leaves Americans confused and at greater risk. Lives are at stake. We have to do better." Mr. Taylor concluded his remarks by saying that Mr. Wheeler is very much into taking care of 911, especially NG911, very concerned about it, very outspoken about it, and the eyes of the FCC are watching every single state, so it's not something we need to be messing around with. He then asked if there were any questions or comments.

Board Member Rick Edwards asked if Chairman Wheeler said anything about NSI phones, and Mr. Taylor replied that is something where progress may actually be taking place. He said there is an attempt, probably the best he's seen in the last ten years, to stop requiring uninitialized phones to be able to connect to 911, but it's not an easy fix, especially since congress was the motivating force behind that requirement.

Addressing Chairman Estes, Board Member Jason Barbour said he didn't know whether it would fall with the FCC or NG911, but Johnston County has turned on text to 911 and "...it's not been pleasant." He said they spent most of the day Saturday working with Raleigh/Wake 911 trying to resolve a problem caused by a phone app for domestic violence victims, wherein Johnston County received a text mid-morning that said, "Emergency, please send help," with no further information. Mr. Barbour said when somebody activates the app, it locks the phone up, so nobody can respond, either by text or voice. So Wake County Sheriff's Office and Johnston County Sheriff's office spent the better part of the day trying to locate this person. He added that Johnston Co 911 is also beginning to see x/y coordinates come in with the texts, and he thought they had been told that wasn't going to happen. He said they didn't know whether the coordinates were for the tower or the caller, but discovered they were for the caller, and he had been told that wasn't possible. Mr. Taylor concurred, saying that was what he had been told as well; that the only coordinates which might possibly be delivered were those of the tower site, not the handset, but that's not to say that somebody isn't doing it. Mr. Barbour reiterated that Johnston County's experience with text to 911 thus far has not been a good one. When asked if they ever located the person and if help was really needed, he said they did eventually locate the person, but it had been a misdial. He added that he and his staff have tested a few NSI phones to see if they can text to 911, and as far as they've been able to determine, they cannot, so he's hoping that will not become an issue.

Board Member Dinah Jeffries said she thinks the availability of coordinates is hit and miss, because her PSAP (Orange County) is not receiving anything. She observed they are, however, being extremely aggressive in Orange County with public education, advising people against texting if they cannot advise their location. Mr. Barbour added that the technology is still not perfected, saying he placed a test text to 911 while in his PSAP in Smithfield and it routed to Raleigh/Wake 911. Ms. Jeffries said they received their first one from Durham. Mr. Barbour asked if NASNA (National Association of State 911 Administrators) might be able to help with this, because it is going to be a big issue, adding that the problem of uninitialized phones will pale in comparison to this. Mr. Taylor said he wanted to get together with Mr. Barbour on Monday to discuss this so he can share it with NASNA. He added he had heard there

were apps out there, but did not realize what the apps were doing. When he asked if Mr. Barbour knew which app it was, he replied he could find out.

### **Appeal by City of Rocky Mount Regarding 2016 Grant Award Denial**

Moving to the next item on the agenda, Chairman Estes said he knew many people have wondered if the Board has an appeal process, which it does, as evidenced by this agenda item. He asked Chief James Moore from the City of Rocky Mount to come to the podium to present his concerns.

Chief Moore thanked Chairman Estes and introduced Allen Moore, the City of Rocky Mount Communications Manager and Lt. Mike Whitley, who was the grant writer for the application. Observing the Board has the information, he reviewed that the City of Rocky Mount had applied for \$379,600.00 in grant funding, and noted that he hadn't been aware of the "theme" of today's meeting, referring to the Rulemaking Public Hearing earlier in the meeting. He observed that two of the speakers during that hearing referred to ambiguity and subjectivity, noting that when his agency received a copy of the scoring matrix from the Board staff it took a while for them to understand it. He said Mr. Taylor's response to them about the grant award was, quote, "Your proposed plan may sound reasonable, but funding without plan approval would not be reasonable. The grant committee scoring reflected the lack of an approved backup plan." Chief Moore said that's the ambiguity because they contacted Mr. Taylor before they became involved in the grant application because nowhere in the application did they find a prerequisite that a backup PSAP plan must be approved before requesting funding to implement such a plan. He said that's number one, and number two is with the new language in 62A a facility is not required for a backup plan, so what is the standard for a backup plan without a facility?

Chief Moore continued that he had spoken with and asked questions of staff members Tina Bone and Dave Corn, and in his opinion received different information from each of them, so for this grant application, he instructed his staff to contact Mr. Taylor directly to make sure they get the information "from the top," which they did. He said, "However, in the grant application, we were only asking for less than \$380K, the city was going to spend \$700K to implement this backup plan." He added that Rocky Mount currently has a backup plan with Nash County's 911 center, but an "informal" email stated that process isn't good enough, although it's the same process they've had for over two decades, even during the 1999 floods which devastated the Nash and Edgecombe county region. He said, "In fact, we've implemented so many redundancies in our center with backup to the backup to the backup to the generators, UPSs, for our current facility, and as you're aware, most of the time, even nationally, the issue with phone calls coming into a 911 center is either by the phone provider or by the phone switch provider. Like we know in this country the largest switch issue was with Intrado in the state of Washington in 2014, but we have so many rules directed at the PSAPs making sure they get the calls, but I also want to make sure we're looking at the totality of the process."

Chief Moore observed that what they're appealing today, "understanding the ambiguity," is that they feel they applied based on all of the "confines of the grant application", and reiterated that the application did not state that a backup plan had to be approved prior to submitting the application. He then said, "But, according to Mr. Taylor, that was the reason we were denied." He reiterated that they want to make sure, even if they're not approved for the backup plan, what would be the minimum standards for a backup PSAP without a separate facility as they move forward, because they're trying to make substantial progress to ensure they are servicing the 56K citizens of the City of Rocky Mount. He concluded by saying he didn't want to drag on, but those were his main points, and if anybody had any questions, please just let him know.

Chairman Estes opened the floor to questions regarding Chief Moore's comments, and Board Member Slayton Stewart, also a member of the grant committee, said he would like to offer some comments. He mentioned that when he saw this item on the agenda he went back to review the scoring matrix, reminding everyone that there were 23 applications being considered with anywhere from a minimum of 13 to 24 criteria which committee members looked at for each. He added that although on the Rocky Mount application the significant deduction was due to not having an approved backup plan for the PSAP, even if that deduction was removed, the total score for the application would have been 138, whereas the three applications for which grant funding was recommended all scored in excess of 500, with one at 600. He observed that the committee had only a finite amount of money to award, and recommended funding for the three best plans overall.

Chief Moore responded that they felt that since the deduction for not having an approved backup plan was made, when people are scoring something, there is a tendency just as human beings be biased toward scoring low in all the categories once one category has been scored "majorly low". He said it is inadvertent, but is a bias that people have sometimes. Mr. Stewart observed that committee members had each scored the applications prior to the meeting where they made the award recommendations, but they did not learn until that morning which agencies had or did not have approved backup plans. He said he can understand the Chief's concern, but he would say that the committee did not have that bias because the members didn't know before they scored the applications. He encouraged other committee members to speak up, and also invited Mr. Taylor to share any comments he might have.

Mr. Taylor confirmed the scores were determined before the Grant Committee met to make award recommendations, so to say there was bias because of that one piece is not true. He said everybody on the committee had the applications for well over a month and they did their own scoring, and when they held the meeting, the individuals on the committee discussed each element of their scoring and came to consensus agreement on what each final score would be. He added the Board has tried to make it very clear that they want PSAPs to have a backup plan, observing that he had seen a reference in Chief Moore's paperwork to their current backup plan and observed that it might be able to be approved with something as simple as a few little tweaks here and there. He noted that a backup plan does not need to be as complicated as many people try to make it; it can be very simple. He said that from the information Rocky Mount has provided it looks like they've got a lot of the pieces and parts of an approvable plan in there, although he would have to sit down with staff to identify concerns, and once identified, correct any problems. He reiterated that the Board wants PSAPs to have backup plans, and wants to work with them to craft workable plans, because there are a lot of things the PSAP may not see that Board staff does, and vice-versa. He added that staff does not claim to know everything, but frequently can see things that haven't worked for other PSAPs and can help a PSAP avoid making the same mistakes. He encouraged Chief Moore to please take advantage of Tina Bone and David Dodd to help him develop an approved plan.

Chief Moore said he appreciates that, and welcomes the help of staff, but observed that away from these meetings and the declaration Mr. Taylor just made, emails they've received from staff have just said "this won't work". He said they need to know how to make it work. He said they get the ambiguity of what won't work instead of the determination of what will. Chairman Estes interjected that a good follow up may be for Chief Moore's team and Board staff to have a face to face discussion, or at least a teleconference, as opposed to just emails. Chief Moore thanked him, and then said that most of the projects that were funded were multi-million dollar projects, but that Rocky Mount was just asking for a little less than \$400K to fund a new center. He observed they are not building a new facility, just to utilize space in an existing fire station, so they are just requesting reconsideration of funding the grant for the Rocky Mount 911 backup plan, and Chairman Estes once again thanked him for bringing his comments to the Board.

Mr. Taylor interjected that it may be that much of the funding they have requested could be provided with a funding reconsideration request rather than a grant, although he would have to go back and review what they need to purchase. Funding Committee Chair Jason Barbour concurred, saying that since he is not a member of the Grant Committee he does not know the details of their grant application requests, but if proposed purchases include items that are eligible expenses for use of 911 funds, he would strongly encourage them to consider that approach rather than the grant route. Chairman Estes said it appears there are some paths forward for the City if we can get the right people together to look at the options and then come back with a recommendation to the Board. He asked staff to take that on, and if it needs to go back into one of the committees, then that can be done from staff's recommendation. He asked Chief Moore if that would be acceptable to him, and the Chief's response was it would be if it will happen, indicating their experience with the "ambiguity and subjectivity" of the grant cycle has left them very doubtful. Chairman Estes assured him it will happen, that he will personally make sure the meeting takes place, and that if Chief Moore is dissatisfied with the outcome of that meeting, he is certainly welcome to come before the full Board again.

Ms. Jeffries also thanked Chief Moore for his comments, observing it is extremely important to acknowledge that he had a perception that there was a biased process. She said it's not sufficient to just say "No, no, no, it didn't happen," whether it happened or not; that the perception has to be addressed. She said she thinks that is what the Board has to look at. She also said she heard his statement saying he received two different answers from staff and then "went to the top," and was told a reason why his

grant request was denied, and she's concerned that that type of misinformation, although it may also be a perception, must be addressed. She said she's "...going to beg you to reach out, and talk, and just be very, very on the table if you're not getting an answer, because I do think it's very easy for people to say, 'No, this won't work,' and you're sitting there left with 'Okay, then tell me what, so that I can go forward and make this work.'" Mr. Barbour also added that should they decide to go ahead with a funding reconsideration request, the deadline was fast approaching for doing that, so please do that quickly. Board Financial Analyst Marsha Tapler advised the deadline was actually today, but that given the circumstances of this request she will be more than happy to work with them on that.

### **Continued Discussion of Statutory Change Request Regarding Liability Language**

Chairman Estes asked Board Member Laura Sykora to facilitate the discussion regarding liability language. Ms. Sykora observed that during the Board teleconference meeting on Monday regarding proposed statutory changes the conversation just jumped into some proposed language to address liability without going through the normal Board process of discussing and agreeing on concepts and then moving toward agreement on proposed statutory changes, so the first thing she would like to do is just back up and talk through why she sees this as an important statutory change. Noting they talked a lot on Monday about keeping the language up with current technology, doing things like striking the word "voice" out of a lot of sections they reviewed. She said that by expanding the types of providers which match the current technology, much like Chairman Wheeler was saying, and expanding liability protection to those other types of technologies which access 911 services, it opens the door for more vendors to participate. She observed the more vendors participate, the more competition there is, and the lower the cost becomes to the 911 Board for moving forward; that without such liability protection vendors will be more likely to factor into their prices the risk they would be assuming for this liability exposure. She said that's the basis for her suggestion, and what she would like to do is not necessarily focus on the language first, but discuss the concept with the Board and see if Board members are in agreement with the concept, then move on to discussing whether or not the language is appropriate to put forward as a Board much like it did Monday.

Chairman Estes invited Board members to comment, and Board Member Rob Smith began by stating that conceptually AT&T and other companies have supported revisions to statutes to bring them up to date with current technologies, taking into consideration the Wireless Communications and Public Safety Act of 1999 and then the Next Generation 911 Advancement Act of 2012 (part of the Middle Class Tax Relief and Job Creation Act of 2012). He said his concern is that anything we do needs to be a fresh start, observing that any language still using "voice communications service provider" has probably been around a long time. Observing that "back in the old days" the LEC (Local Exchange Carrier) "did it all" when it came to providing 911, from equipment to network and on, he said he suspects such language is a carry-over from those days because if you look at the tariffs for those companies from that time you will see similar language protecting the companies on everything that they put in regarding 911. He said now there are other 911 service providers and other vendors providing 911 service; we have wireless devices out there that were probably not available when this language was constructed, as witnessed by the fact that the legislature has come back and added some language along the way regarding VoIP. He observed he thinks we need to be cognizant of taking into consideration federal law, most recently the Next Generation 911 Advancement Act, adding he certainly supports correcting language so that it is up to date and provides the incentive for companies to provide the kind of services that we are asking for. He said there should be protections for PSAPs, for operators at the PSAPs, which the state may have in other sections of its statutes, but everybody needs to be under the protection umbrella in order for this to work. Mr. Smith speculated that the reason existing language was created was to protect against a catastrophic event such as a hurricane or even something as simple as a truck hitting a pole that knocks out a facility so somebody can't dial 911, i.e. something out of the company's ability to control. Without such protection, companies are not going to have the incentive to spend money and time to develop a good 911 system and support it, nor will PSAPs be able to focus on providing the best service they can, either. He concluded by apologizing for his long answer to laughter around the table.

Chairman Estes said he had asked Counsel, given the Middle Class Tax Relief Act content at the federal level referencing some liability protection, what are the implications on the state level? Observing that federal law usually trumps state law, he asked if, since the protections are in the federal law, we need to change the state law. Board Counsel Richard Bradford noted that as many in attendance probably know this is a very active issue with the FCC, and has been for some time, as the providers work with the



Commission and have consistently taken positions that they should have a continuation of the liability protections they have had over the years. He offered that the fundamental principle behind a lot of what Mr. Smith said is exactly the impact of a third party doing something that prevents a citizen from calling 911. He said the anecdotal app Mr. Barbour referred to earlier is the perfect example, and he thinks the issue is ripe for some due consideration. He said if this Board wants to take that up, that certainly is the prerogative of the Board, but it is something that is going on at different levels across the country in different states and at the FCC, and he thinks rushing may not be the best choice. Observing that federalism is what it is, the framework of our law, and the supremacy clause of the constitution says congress can trump out law, he said that's fine-it has many times. He added, however, there are many things which congress leaves to the states, such as TORT claims, and that varies from state to state, which frustrates a lot of companies that are multi-state companies, multi-national companies. He said he is *sure*, with emphasis on that word, that it frustrates communications providers to no end, but, that's the framework that we have. He related that the providers have been petitioning the FCC for quite some time to try to have a law that applies everywhere that is a liability shield. He said if congress does that, or thinks it can, then it may, and then we will have some certainty to work with, but until that time it remains very much a patchwork.

Mr. Bradford remarked that during this session there was legislation dealing with liability of the PSAPs and the individuals there, and many in the room are probably very familiar with some of those cases that happened, all of which were very unfortunate. But, he added, those are very much a local issue, or a state issue, which varies from state to state; laws differ, state constitutions differ, TORT claims differ, so it is difficult. Chairman Estes observed the Board made suggestions to the General Assembly (GA) for legislative changes that they (the legislators) vote on, have the right to vote on, not the Board, so he thinks the question before the Board regarding this last item is if this is something it wants to propose, something Board members agree to around this topic, or, would members prefer not to do anything and let individual organizations lobby the GA with their own input and let the GA be the decision maker on this topic, make the final decision on what they would like to change or not change. He said he'll leave it to the Board to provide direction on how its members feel they would like to go, but those are the paths that he sees.

Mr. Barbour immediately responded he thought the Board should pursue it, and Chairman Estes said the Board process would be to have that in the form of a motion. Mr. Barbour said he would make a motion that the Board conceptually approve what Ms. Sykora has talked about; not necessarily the exact language here, but just the concept. Mr. Smith said he would like to state that if the Board provided the concepts, there would be fewer obstacles "...if we want to do this as a Board." He remarked that if he began wordsmithing the language he'd be speaking for another 15 minutes because there are things wrong with it, so he was not going to get into that. He added that he does think it can be conceptually approved, but putting it into language will, in some ways, not be received well because it just creates a lot more work for them (legislators and their staff) to do. Ms. Sykora pointed out that the language she presented was drafted by CenturyLink, not by Mr. Bradford, and she is more concerned with pursuing a concept for the good of the PSAPs and the good of the 911 Board to have the vendor options than she is with the language.

Chairman Estes noted there is a motion on the floor to support a concept, which was not clear to him yet, and no second, so he asked for clarification of the motion. Mr. Barbour said what if we add in some liability protection language for not only the 911 provider but also the 911 center, as it relates to the fact that 911 calls are no longer coming in via voice. Chairman Estes rephrased that as he understood it, "...that alternative...that advancements in technology has led to new ways that communications can occur and we would like a concept that addresses the liability associated with those new communication channels that would protect the suppliers in the ecosystem and the participants, i.e. the PSAP operator, a Sheriff's Department that may be operating the PSAP," etc. Mr. Smith said he just wanted to make sure providers were included, the 911 service/next gen providers, and carriers also have to be included, which is what the Wireless Act did.

Mr. Barbour mentioned that he testified before congress in 2007 for something very similar to this, and he thought what got approved said any future technology related to 911 would be afforded liability protection, and asked Mr. Bradford if that would do. Mr. Bradford said it would not. Saying we would get to the wording of the motion shortly, Chairman Estes observed it sounds like we're not providing legislative language, we're just providing a concept to the GA for consideration, to let them decide how they would

like to word it, and Mr. Barbour said that conveyed what he was saying. Mr. Stewart asked about the timeline for this recommendation, i.e. how quickly would the recommendation have to be made? Chairman Estes observed that the GA leaves, ideally, September 18<sup>th</sup> or sooner, according to the continuing resolution passed yesterday, so that's the timeline. He said there is some question whether this could even be taken up during that time as they have lots of other things to resolve in the next 18 days or so. He offered the Board could propose a legislative study committee be created to look at it, adding he's not saying that's what the Board should propose, but the GA does have study committees where they will assign members and staff to go look at what other states have done in this category, what other laws are, and then they could propose it as a short session idea. Saying there could be several ways of going about it, he observed we can recommend all we want, but ultimately it is their decision; they can do nothing with it if that's what they want to do.

Chairman Estes asked if anyone had made notes of the motion language, and Mr. Bradford said his notes indicated that the motion is to move forward to prepare legislation to support the concept to add a liability shield for local government and its employees, along with providers, which includes carriers and any service provider, in light of technology changes, for any "call", where a "call" includes E911, 911, or text, or other technologies for delivery to a PSAP. Jason Barbour said he *thought* that was what he said, and he couldn't believe Mr. Bradford was the only one that heard it, triggering laughter throughout the room. Chairman Estes said that is the motion on the table before the Board and asked if there was any further discussion. Hearing none, he called the motion, which carried unanimously. Apologizing for the fact that he had to leave the meeting at this time, he asked Vice Chair Barbour to take over for him, and asked NG911 Committee Chair Jeff Shipp to go ahead with the next agenda item.

#### **Update from NG911 Committee on Technical Consultant**

Mr. Shipp said the committee has been very busy; projects are moving forward, and on schedule. He said they're still in the startup and data collection phases of working with the technical consulting firm Federal Engineering (FE), and committee and staff have provided all the data and information that they have requested. He said FE has been very busy, and that a group of four had been here last week working with the staff and committee in collecting that information and preparing the first set of the project deliverables. He reminded everyone that there is a full set of four or five project deliverables, with the first two being the Concept of Operations and the Cost Analysis. He said the committee should have those two together working with FE by the October committee meeting, adding the committee is also meeting again in September, with their goal being to have those two deliverables to the Board by the December Board meeting. He said that after the December meeting they will focus on trying to secure some of the federal grant funding Mr. Taylor spoke of earlier. He added they are also working toward some potential language changes in regards to a reserve fund, which has been discussed.

Mr. Shipp noted there are two risk factors he did want to mention: one, which Mr. Taylor alluded to earlier, regards PSAPs purchasing equipment, saying committee members want to make sure that the equipment, especially CPE equipment, can interface and work with next gen equipment. He then mentioned the second risk factor is long-term commitments, saying they have seen some commitments or contracts extending up to ten years with certain vendors, which the committee considers really dangerous, observing five years should be the max. Mr. Shipp encouraged PSAPs to use 911 Board staff as a resource if they have questions or issues relating to equipment and working with vendors. He then asked for questions.

Ms. Sykora recalled they had a phone conversation back in April or so about the Standards Committee, the Next Gen Committee, Next Gen Standards, etc., and was trying to remember where they left what the Standards Committee needs to be doing to support Next Gen. She offered to discuss it offline, saying it just came to mind as Mr. Shipp was reporting, but she thought they didn't talk about any immediate deliverables, just more about how they needed to work together long-term. She said she would just like to re-up that conversation to make sure they're keeping up, even if it's best practices, as the standards we currently have are going into the rules. Mr. Shipp replied he thought they had brought Joe Sewash into that also, addressing some of the GIS issues, and Ms. Sykora concurred.

Mr. Barbour asked if there were further questions about Mr. Shipp's report, and none were offered.

#### **Other Items**

Mr. Barbour then asked if any Board members had any other items to bring before the Board, and none were offered. He pointed out that Mr. Taylor had displayed onscreen the upcoming committee meeting dates and locations, observing that as has already been pointed out many times, this is where a lot of the work of the Board is done, and encouraging those in the audience today to be present for the Standards Committee meeting as well as any others they have an interest in. He added that attendance can be in person or remotely.

Mr. Taylor interjected that the Funding Committee meeting date was going to have to be changed, but he expected to know by Monday or Tuesday at the latest what the new date will be, and that it will still be near September 30<sup>th</sup>. He reiterated that the Standards Committee will be reviewing all the comments it has received through the rules review process and discuss if it should make any changes. He reminded everyone that they can submit additional comments to Teresa Bank, whose email address is on the website, until 5:00 this afternoon.

### **Adjourn**

Mr. Barbour asked if there were any further questions before adjourning, and Mr. Shipp asked if there were any updates regarding the PSAP Managers Meeting in November. Mr. Taylor said staff has engaged NC State's event planning group to help with that, but specific times and locations have still not been set, though hopefully they will be very soon. Ms. Sykora asked if the December work session had been firmed up yet, and Mr. Taylor replied it had, that it will be in Asheboro at the Zoo. That prompted laughter, but he said they have a nice meeting facility and it is, after all, in the geographic center of the state. When asked about the dates, he said they will be December 3 and 4.

Mr. Barbour asked for a motion to adjourn, which was offered by Ms. Sykora, and the meeting was adjourned at 11:48 AM.

**PSAP FUND REVENUE/DISTRIBUTION  
(20% /80% PLAN)**

	July-15	August-15	September-15	October-15	November-15	December-15	January-16	February-16	March-16
CMRS Revenue	755,329.89	825,442.67	-	-	-	-	-	-	-
Interest	587.16	864.28	-	-	-	-	-	-	-
CMRS Disbursement	(263,884.10)	(225,238.68)	-	-	-	-	-	-	-
GRANT Allocation									
CMRS Prev Balance	1,326,272.78	1,818,305.73	2,419,374.00	2,419,374.00	2,419,374.00	2,419,374.00	2,419,374.00	2,419,374.00	2,419,374.00
CMRS Fund Balance	\$1,818,305.73	\$2,419,374.00	\$2,419,374.00	\$2,419,374.00	\$2,419,374.00	\$2,419,374.00	\$2,419,374.00	\$2,419,374.00	\$2,419,374.00

	Revenue						GRANT Allocation	Monthly Expenditure	Fund Balance
	PSAP 80%	Wireline	VOIP	Prepaid Wireless	Interest	Total			\$ 16,312,532.95
Jul-15	\$ 3,021,319.56	\$ 1,135,511.24	\$ 1,003,072.05	\$ 1,349,460.80	\$ 7,221.78	\$ 6,516,585.43		(4,299,386.18)	18,529,732.20
Aug-15	3,301,770.69	1,193,516.67	1,484,185.43	829,155.61	8,807.60	6,817,436.00		(4,130,307.15)	21,216,861.05
Sep-15	-	-	-	-	-	-		-	21,216,861.05
Oct-15	-	-	-	-	-	-		-	21,216,861.05
Nov-15	-	-	-	-	-	-		-	21,216,861.05
Dec-15	-	-	-	-	-	-		-	21,216,861.05
Jan-16	-	-	-	-	-	-		-	21,216,861.05
Feb-16	-	-	-	-	-	-		-	21,216,861.05
Mar-16	-	-	-	-	-	-		-	21,216,861.05
Apr-16	-	-	-	-	-	-		-	21,216,861.05
May-16	-	-	-	-	-	-		-	21,216,861.05
Jun-16	-	-	-	-	-	-		-	21,216,861.05

**CASH BASIS REPORTING**

**PSAP Grant-Statewide 911 Projects Fund**

			Total Disbursed				Remaining Grant Balance
			FY 2011 - FY2014	Jul-15	Aug-15	Sep-15	
Fund Balance				\$22,137,701.90	\$21,126,286.12	\$20,092,880.40	
Grant Award FY2012	FY2012 Grant Award Total	Completed Grant Disbursement					
Burke County	7,280,630.00		-6,951,958.20				328,671.80
Rockingham County	7,826,000.00		-6,801,027.57	-234,248.42	-22,830.01		767,894.00
Grant Award FY2013	FY2013 Grant Award Total	Completed Grant Disbursement					
Brunswick County	2,100,000.00		-1,374,083.13	-237,562.83	-278,300.57		210,053.47
Lenoir County	7,400,000.00		-6,595,558.27				804,441.73
Grant Award FY2014	FY2014 Grant Award Total	Completed Grant Disbursement					
Anson County 2014-01	949,000.00		-797,434.36				151,565.64
Bladen County 2014-02	300,000.00		-175,515.31	-200,670.00			-76,185.31
Gates Co. Central 2014-03	149,000.00		-149,000.00				0.00
Henderson County 2014-04	3,600,000.00		-3,371,610.72	-36,699.43			191,689.85
Hertford County 2014-05	4,250,000.00		-379,594.45	-154,292.07	-208,144.44		3,507,969.04
Orange County 2014-06	625,828.00		-538,141.28	-16,237.50			71,449.22
Swain County 2014-07	610,000.00		-568,446.02	-28,799.45			12,754.53
Grant Award FY2015	FY2015 Grant Award Total	Completed Grant Disbursement					
Caldwell County	1,022,399.00		0.00				1,022,399.00
Dare County	7,002,795.00		-160,785.33		-19,887.62		6,822,122.05
Haywood County	2,694,827.00		-131,738.80	-20,923.96	-62,153.96		2,480,010.28
Swain-Jackson County	859,681.00		-763,309.04				96,371.96
STATEWIDE PROJECTS:							
E-CATS	3,000,000.00		-2,440,646.07	-57,600.00	-59,854.12		441,899.81
Ortho Project III Image 14	3,987,667.00		-3,421,187.39	-11,272.84	-29,087.40		526,119.37
Ortho Project III Image 15	3,719,332.00		-1,517,972.83	-22,909.95	-363,189.40		1,815,259.82
Approved Transfer from PSAP Fund							
Interest				9,800.67	10,041.80		
Total Ending Fund Balance				\$ 21,126,286.12	\$ 20,092,880.40	\$ 20,092,880.40	\$ 19,174,486.26
							\$ 19,174,486.26
							\$ 918,394.14

Consent Agenda *(vote required)*

Richard Taylor



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.





# Executive Director Report

Richard Taylor

## a) Legislative Update

### 1) H730 (County Provide 911 Dispatch Services)

GENERAL ASSEMBLY OF NORTH CAROLINA  
SESSION 2015

H

4

HOUSE BILL 730  
Second Edition Engrossed 4/28/15  
Senate Finance Committee Substitute Adopted 9/22/15  
Fourth Edition Engrossed 9/23/15

Short Title: **Next Generation 911.**

(Public)

Sponsors:

Referred to:

April 15, 2015

1 A BILL TO BE ENTITLED  
2 AN ACT TO CREATE A NEXT GENERATION 911 RESERVE FUND TO IMPLEMENT  
3 NEXT GENERATION 911; TO REQUIRE PSAPS TO IMPLEMENT NEXT  
4 GENERATION 911; TO AUTHORIZE THE 911 BOARD TO ESTABLISH  
5 PURCHASING AGREEMENTS FOR STATEWIDE PROCUREMENT; TO ALLOW  
6 THE PSAP GRANT ACCOUNT TO BE USED FOR EXPENSES USED TO ENHANCE  
7 911 SERVICE; TO AMEND THE LIMITATION OF LIABILITY FOR THE 911  
8 SYSTEM; TO UPDATE THE 911 STATUTES TO INCLUDE NEW TECHNOLOGY;  
9 AND TO MAKE A TECHNICAL CORRECTION.

10 The General Assembly of North Carolina enacts:

11 **SECTION 1.(a)** G.S. 62A-40 reads as rewritten:

12 "**§ 62A-40. Definitions.**

13 The following definitions apply in this Article.

14 ...

15 (4a) 911 system provider. – An entity that provides a 911 system to a PSAP.

16 (4a)(4b) Back-up PSAP. – The capability to operate as part of the 911 System and  
17 all other features of its associated primary PSAP. The term includes a  
18 back-up PSAP that receives 911 calls only when they are transferred from  
19 the primary PSAP or on an alternate routing basis when calls cannot be  
20 completed to the primary PSAP.

21 ...

22 (14a) Next generation 911 system. – An IP-enabled emergency communications  
23 system using Internet Protocol, or any other available technology, to enable  
24 the user of a communications service to reach an appropriate PSAP by  
25 sending the digits 911 via dialing, text, or short message service (SMS), or  
26 any other technological means.

27 (14b) Next generation 911 system provider. – An entity that provides a next  
28 generation or IP-enabled 911 system to a PSAP."

29 **SECTION 1.(b)** G.S. 62A-42(a)(1) reads as rewritten:

30 "(1) To develop the 911 State Plan. In developing and updating the plan, the 911  
31 Board must monitor trends in ~~voice~~-communications service technology  
32 utilized for the 911 system and in enhanced 911 service technology,  
33 investigate and incorporate GIS mapping and other resources into the plan,



1 ensure individual PSAP plans incorporate a back-up PSAP, and formulate  
2 strategies for the efficient and effective delivery of enhanced 911 service."

3 **SECTION 1.(c)** G.S. 62A-42(b) reads as rewritten:

4 "(b) Prohibition. – In no event shall the 911 Board or any other State agency lease,  
5 construct, operate, or own a communications network for the purpose of providing 911 service.  
6 The 911 Board may pay private sector vendors for provisioning a communications network for  
7 the purpose of providing citizens access to 911 service services and completing call-taking  
8 processes through one or more PSAPs."

9 **SECTION 1.(d)** G.S. 62A-44 reads as rewritten:

10 **"§ 62A-44. 911 Fund.**

11 (a) Fund. – The 911 Fund is created as an interest-bearing special revenue fund within  
12 the State treasury. The 911 Board administers the Fund. The 911 Board must credit to the 911  
13 Fund all revenues remitted to it from the service charge imposed by G.S. 62A-43 on ~~voice~~  
14 communications service connections in the State. Revenue in the Fund may only be used as  
15 provided in this Article.

16 (b) Allocation of Revenues. – The 911 Board may deduct and retain for its  
17 administrative expenses a percentage of the total service charges remitted to it under  
18 G.S. 62A-43 for deposit in the 911 Fund. The percentage may not exceed two percent (2%).  
19 The percentage is one percent (1%) unless the 911 Board sets the percentage at a different  
20 amount. The 911 Board must monitor the amount of funds required to meet its financial  
21 commitment to provide technical assistance to primary PSAPs and set the rate at an amount  
22 that enables the 911 Board to meet this commitment. The 911 Board must allocate ten percent  
23 (10%) of the total service charges to the Next Generation 911 Reserve Fund to be administered  
24 as provided in G.S. 62A-47. The remaining revenues remitted to the 911 Board for deposit in  
25 the 911 Fund are allocated as follows:

- 26 (1) A percentage of the funds remitted by CMRS providers, other than the funds  
27 remitted by the Department of Revenue from prepaid wireless  
28 telecommunications service, to the 911 Fund are allocated for  
29 reimbursements to CMRS providers pursuant to G.S. 62A-45.
- 30 (2) A percentage of the funds remitted by CMRS providers, all funds remitted  
31 by the Department of Revenue from prepaid wireless telecommunications  
32 service, and all funds remitted by all other ~~voice~~-communications service  
33 providers are allocated for monthly distributions to primary PSAPs pursuant  
34 to G.S. 62A-46 and grants to PSAPs pursuant to G.S. 62A-47.
- 35 (3) The percentage of the funds remitted by CMRS providers allocated to  
36 CMRS providers and PSAPs shall be set by the 911 Board and may be  
37 adjusted by the 911 Board as necessary to ensure full cost recovery for  
38 CMRS providers and, to the extent there are excess funds, for distributions  
39 to primary PSAPs.

40 ...."

41 **SECTION 1.(e)** G.S. 62A-46(a)(3) is amended by adding a new sub-subdivision to  
42 read:

43 **"e1.** Any expenditure authorized by the 911 Board for statewide 911  
44 projects or the next generation 911 system."

45 **SECTION 1.(f)** G.S. 62A-47 reads as rewritten:

46 **"§ 62A-47. PSAP Grant and Statewide 911 Projects ~~Account~~Account; Next Generation**  
47 **911 Reserve Fund.**

48 (a) Account and Fund Established. – A PSAP Grant and Statewide 911 Projects  
49 Account is established within the 911 Fund for the purpose of making grants to PSAPs in rural  
50 and other high-cost areas and funding projects that provide statewide benefits for 911 service.  
51 The PSAP Grant and Statewide 911 Projects Account consists of revenue allocated by the 911

Board under G.S. 62A-45(c) and G.S. 62A-46. The Next Generation 911 Reserve Fund is established as a special fund for the purpose of funding the implementation of the next generation 911 systems as approved by the 911 Board.

(b) PSAP Grant and Statewide 911 Projects Grant Application. – A PSAP may apply to the 911 Board for a grant from the PSAP Grant and Statewide 911 Projects Account. An application must be submitted in the manner prescribed by the 911 Board. The 911 Board may approve a grant application and enter into a grant agreement with a PSAP if it determines all of the following:

- (1) The costs estimated in the application are reasonable and have been or will be incurred for the purpose of promoting a cost-effective and efficient 911 system.
- (2) The expenses to be incurred by the applicant are consistent with the 911 State Plan.
- (3) There are sufficient funds available in the fiscal year in which the grant funds will be distributed.
- (4) The costs are authorized PSAP costs under G.S. 62A-46(c), or the costs are for consolidating one or more PSAPs with a primary PSAP, or the relocation costs of primary PSAPs, or capital expenditures that enhance the 911 system, including costs not authorized under G.S. 62A-46(c) and construction costs.

(c) PSAP Grant and Statewide 911 Projects Grant Agreement. – A ~~grant~~PSAP Grant and Statewide 911 Projects agreement between the 911 Board and a PSAP must include the purpose of the grant, the time frame for implementing the project or program funded by the grant, the amount of the grant, and a provision for repaying grant funds if the PSAP fails to comply with any of the terms of the grant. The amount of the grant may vary among grantees. If the grant is intended to promote the deployment of enhanced 911 service in a rural area of the State, the grant agreement must specify how the funds will assist with this goal. The 911 Board must publish one or more notices each fiscal year advertising the availability of grants from the PSAP Grant and Statewide 911 Projects Account and detailing the application process, including the deadline for submitting applications, any required documents specifying costs, either incurred or anticipated, and evidence demonstrating the need for the grant. Any grant funds awarded to PSAPs under this section are in addition to any funds reimbursed under G.S. 62A-46.

(d) Statewide 911 Projects. – The 911 Board may use funds from the PSAP Grant and Statewide 911 Projects Account and funds from the Next Generation 911 Reserve Fund for a statewide project if the Board determines the project meets all of the following requirements:

- (1) The project is consistent with the 911 plan.
- (2) The project is cost-effective and efficient when compared to the aggregated costs incurred by primary PSAPs for implementing individual projects.
- (3) The project is an eligible expense under G.S. 62A-46(c).
- (4) The project will have statewide benefit for 911 service.

(e) Next Generation 911 Fund. – The 911 Board may use funds from the Next Generation 911 Fund to fund the implementation of next generation 911 systems. Notwithstanding Article 8 of Chapter 143C of the General Statutes, the 911 Board may expend funds from the Next Generation 911 Fund to provide for a single data network to serve PSAPs. The 911 Board may provide funds directly to PSAPs to implement next generation 911 systems. By October 1 of each year, the 911 Board must report to the Joint Legislative Commission on Governmental Operations on the expenditures from the Next Generation 911 Fund for the prior fiscal year and on the planned expenditures from the Fund for the current fiscal year."

**SECTION 2.** G.S. 62A-42(a)(4) reads as rewritten:

"(4) To establish cooperative purchasing agreements or other contracts for the procurement of goods and services, to establish policies and procedures to fund advisory services and training for PSAPs, to set operating standards for PSAPs and back-up PSAPs, and to provide funds in accordance with these policies, procedures, and standards."

**SECTION 3.** G.S. 62A-53 reads as rewritten:

**"§ 62A-53. Limitation of liability.**

(a) Except in cases of wanton or willful misconduct, a ~~voice~~-communications service ~~provider-provider~~, and a 911 system provider or next generation 911 system provider, and its ~~their~~ employees, directors, officers, ~~vendors~~, and agents are not liable for any damages in a civil action resulting from death or injury to any person or from damage to property incurred by any person in connection with developing, adopting, implementing, maintaining, or operating the 911 system or in complying with emergency-related information requests from State or local government officials. This section does not apply to actions arising out of the operation or ownership of a motor vehicle. The acts and omissions described in this section include, but are not limited to, the following:

- (1) The release of subscriber information related to emergency calls or emergency services.
- (2) The use or provision of 911 service, E911 service, or next generation 911 service.
- (3) Other matters related to 911 service, E911 service, or next generation 911 service.

(b) In any civil action by a user of 911 services or next generation 911 services arising from an act or an omission by a PSAP, and the officers, directors, employees, vendors, agents, and authorizing government entity of the PSAP, in the performance of any lawful and prescribed actions pertaining to their assigned job duties as a 911 or public safety telecommunicator or dispatcher at a PSAP or at any public safety agency to which 911 calls are transferred from a primary PSAP for dispatch of appropriate public safety agencies, the plaintiff's burden of proof shall be by clear and convincing evidence."

**SECTION 4.(a)** G.S. 62A-40 reads as rewritten:

**"§ 62A-40. Definitions.**

The following definitions apply in this Article.

- ...
- (4) 911 system. – An emergency ~~telephone~~-communications system using any available technology that does all of the following:
- a. Enables the user of a ~~voice~~-communications service connection to reach a PSAP by dialing the digits 911.
  - b. Provides enhanced 911 service.
- ...
- (6a) Communications service. – Any of the following:
- a. The transmission, conveyance, or routing of real-time communications to a point or between or among points by or through any electronic, radio, satellite, cable, optical, microwave, wireline, wireless, Internet protocol, or other medium or method, regardless of the protocol used.
  - b. The ability to receive and terminate voice calls, messages, videos, data, or other forms of communication to, from, and between the public switched telephone network, wireless networks, IP-enabled networks, or any other communications network.
  - c. Interconnected VoIP service.

(6b) Communications service connection. – Each telephone number or trunk assigned to a residential or commercial subscriber by a communications service provider, without regard to technology deployed.

(6c) Communications service provider. – An entity that provides communications service to a subscriber.

(17) Proprietary information. – Subscriber lists, technology descriptions, technical information, or trade secrets that are developed, produced, or received internally by a ~~voice~~ communications service provider or by a ~~voice~~ communications service provider's employees, directors, officers, or agents.

(20) Subscriber. – A person who purchases a ~~voice~~ communications service and is able to receive it or use it periodically over time.

(21) Voice communications service. – Any of the following:

a. The transmission, conveyance, or routing of real-time, two-way voice communications to a point or between or among points by or through any electronic, radio, satellite, cable, optical, microwave, wireline, wireless, or other medium or method, regardless of the protocol used.

b. The ability to receive and terminate voice calls to and from the public switched telephone network.

c. Interconnected VoIP service.

~~(22) Voice communications service connection. – Each telephone number assigned to a residential or commercial subscriber by a voice communications service provider, without regard to technology deployed.~~

~~(23) Voice communications service provider. – An entity that provides voice communications service to a subscriber.~~

...."

**SECTION 4.(b)** G.S. 62A-42(a)(8) reads as rewritten:

"(8) To undertake its duties in a manner that is competitively and technologically neutral as to all ~~voice~~ communications service providers."

**SECTION 4.(c)** G.S. 62A-43 reads as rewritten:

**"§ 62A-43. Service charge for 911 service.**

(a) Charge Imposed. – A monthly 911 service charge is imposed on each active ~~voice~~ communications service connection that ~~is capable of accessing~~ provides access to the 911 ~~system.~~ system through a voice communications service. The service charge for service other than prepaid wireless telecommunications service is seventy cents (70¢) or a lower amount set by the 911 Board under subsection (d) of this section. The service charge is payable by the subscriber to the ~~voice communications service provider.~~ provider of the voice communications service. The provider may list the service charge separately from other charges on the bill. Partial payments made by a subscriber are applied first to the amount the subscriber owes the provider for the voice communications service.

...

(c) Remittance to 911 Board. – A ~~voice~~ communications service provider must remit the service charges collected by it under subsection (a) of this section to the 911 Board. The provider must remit the collected service charges by the end of the calendar month following the month the provider received the charges from its subscribers. A provider may deduct and retain from the service charges it receives from its subscribers and remits to the 911 Board an administrative allowance equal to the greater of one percent (1%) of the amount of service charges remitted or fifty dollars (\$50.00) a month.



(d) Adjustment of Charge. – The 911 Board must monitor the revenues generated by the service charges imposed by this section. If the 911 Board determines that the rates produce revenue that exceeds or is less than the amount needed, the 911 Board may adjust the rates. The rates must ensure full cost recovery for ~~voice~~–communications service providers and for primary PSAPs over a reasonable period of time. The 911 Board must set the service charge for prepaid wireless telecommunications service at the same rate as the monthly service charge for nonprepaid service. A change in the rate becomes effective only on July 1. The 911 Board must notify providers of a change in the rates at least 90 days before the change becomes effective. The 911 Board must notify the Department of Revenue of a change in the rate for prepaid wireless telecommunications service at least 90 days before the change becomes effective. The Department of Revenue must provide notice of a change in the rate for prepaid wireless telecommunications service at least 45 days before the change becomes effective only on the Department's Web site.

(e) Collection. – A ~~voice~~ communications service provider has no obligation to take any legal action to enforce the collection of the service charge billed to a subscriber. The 911 Board may initiate a collection action, and reasonable costs and attorneys' fees associated with that collection action may be assessed against the subscriber. At the request of the 911 Board, but no more than annually, a ~~voice~~–communications service provider must report to the 911 Board the amount of the provider's uncollected service charges. The 911 Board may request, to the extent permitted by federal privacy laws, the name, address, and telephone number of a subscriber who refuses to pay the 911 service charge.

...."

**SECTION 4.(d)** G.S. 62A-44(b)(2) reads as rewritten:

"(2) A percentage of the funds remitted by CMRS providers, all funds remitted by the Department of Revenue from prepaid wireless telecommunications service, and all funds remitted by all other ~~voice~~–communications service providers are allocated for monthly distributions to primary PSAPs pursuant to G.S. 62A-46 and grants to PSAPs pursuant to G.S. 62A-47."

**SECTION 4.(e)** G.S. 62A-46(c)(3) reads as rewritten:

"(3) Charges associated with the service supplier's 911 service and other service supplier recurring charges. The PSAP providing 911 service is responsible to the ~~voice~~–communications service provider for all 911 installation, service, equipment, operation, and maintenance charges owed to the ~~voice~~ communications service provider. A PSAP may contract with a ~~voice~~ communications service provider on terms agreed to by the PSAP and the provider."

**SECTION 4.(f)** G.S. 62A-48 reads as rewritten:

**"§ 62A-48. Recovery of unauthorized use of funds.**

The 911 Board must give written notice of violation to any ~~voice~~–communications service provider or PSAP found by the 911 Board to be using monies from the 911 Fund for purposes not authorized by this Article. Upon receipt of notice, the ~~voice~~–communications service provider or PSAP must cease making any unauthorized expenditures. The ~~voice~~ communications service provider or PSAP may petition the 911 Board for a hearing on the question of whether the expenditures were unauthorized, and the 911 Board must grant the request within a reasonable period of time. If, after the hearing, the 911 Board concludes the expenditures were in fact unauthorized, the 911 Board may require the ~~voice~~–communications service provider or PSAP to refund the monies improperly spent within 90 days. Money received under this section must be credited to the 911 Fund. If a ~~voice~~–communications service provider or PSAP does not cease making unauthorized expenditures or refuses to refund improperly spent money, the 911 Board must suspend funding to the provider or PSAP until corrective action is taken."



1           **SECTION 4.(g)** G.S. 62A-51 reads as rewritten:

2   "**§ 62A-51. Subscriber records.**

3       Each CMRS provider must provide its 10,000 number groups to a PSAP upon request. This  
4 information remains the property of the disclosing CMRS provider and must be used only in  
5 providing emergency response services to 911 calls. CMRS ~~voice~~-communications service  
6 provider connection information obtained by PSAP personnel for public safety purposes is not  
7 public information under Chapter 132 of the General Statutes. No person may disclose or use,  
8 for any purpose other than the 911 system, information contained in the database of the  
9 telephone network portion of a 911 system."

10           **SECTION 4.(h)** G.S. 62A-52 reads as rewritten:

11   "**§ 62A-52. Proprietary information.**

12       All proprietary information submitted to the 911 Board or the State Auditor is confidential.  
13 Proprietary information submitted pursuant to this Article is not subject to disclosure under  
14 Chapter 132 of the General Statutes, and it may not be released to any person other than to the  
15 submitting ~~CMRS voice~~-communications service provider, the 911 Board, and the State  
16 Auditor without the express permission of the submitting ~~CMRS voice~~-communications service  
17 provider. Proprietary information is considered a trade secret under the Trade Secrets  
18 Protection Act, Article 24 of Chapter 66 of the General Statutes. General information collected  
19 by the 911 Board or the State Auditor may be released or published only in aggregate amounts  
20 that do not identify or allow identification of numbers of subscribers or revenues attributable to  
21 an individual ~~CMRS voice~~-communications service provider."

22           **SECTION 5.(a)** If House Bill 117, 2015 Regular Session of the General Assembly  
23 is enacted, G.S. 105-164.13(65), as enacted by Section 6(b) of House Bill 117, 2015 Regular  
24 Session of the General Assembly, reads as rewritten:

25       "(65) The sale-sale, lease, or rental of an engine provided with an operator to a  
26 professional motorsports racing team or a related member of a team for use  
27 in competition in a sanctioned race series. For purposes of this subdivision,  
28 the term "sale" includes gross receipts derived from an agreement to provide  
29 an engine to a professional motorsports racing team or related member of a  
30 team for use in competition in a sanctioned race series, where such  
31 agreement does not meet the definition of a "service contract" as defined in  
32 G.S. 105-164.3 but may meet the definition of the term "lease or rental" as  
33 defined in G.S. 105-164.3. This subdivision expires January 1, 2020."

34           **SECTION 5.(b)** G.S. 105-164.13 is amended by adding a new subdivision to read:

35       "(65a) An engine or a part to build or rebuild an engine for the purpose of providing  
36 an engine under an agreement to a professional motorsports racing team or a  
37 related member of a team for use in competition in a sanctioned race series.  
38 This subdivision expires January 1, 2020."

39           **SECTION 6.** Sections 1 through 4 of this act become effective January 1, 2016.

40       The remainder of this act is effective when it becomes law.

Executive Director Report

Richard Taylor

b) Update On City of Rocky Mount Police  
Dept. Back Up Plan

Executive Director Report

Richard Taylor

c) Evaluation Statement of David B. Bone  
from the State Ethics Commission



## STATE ETHICS COMMISSION

1324 MAIL SERVICE CENTER  
RALEIGH, NC 27699-1324  
WWW.ETHICSCOMMISSION.NC.GOV

GEORGE L. WAINWRIGHT, JR.  
CHAIRMAN

PERRY Y. NEWSON  
EXECUTIVE DIRECTOR

September 15, 2015

The Honorable Patrick McCrory  
Governor of North Carolina  
20301 Mail Service Center  
Raleigh, NC 27699-0301

*Via email*

**Re: Evaluation of Statement of Economic Interest Filed By Mr. David B. Bone  
Prospective Appointee - 911 Board**

Dear Governor McCrory:

Our office is in receipt of **Mr. David B. Bone's** 2015 Statement of Economic Interest as a prospective appointee to the **911 Board ("the Board")**. We have reviewed it for actual and potential conflicts of interest pursuant to Chapter 138A of the North Carolina General Statutes ("N.C.G.S."), also known as the State Government Ethics Act.

**We did not find an actual conflict of interest, but found the potential for a conflict of interest. The potential conflict identified does not prohibit service on this entity.**

The 911 Board was established to develop and update the 911 State Plan, which includes enhanced 911 services for the use of customers of all voice communications providers. The Board has the authority to levy a monthly service charge on each active voice communications service connection, and fund advisory services and training for public safety answering points (PSAP). In addition, the Board administers and distributes revenue and grants from the 911 Fund and the PSAP Grant Account.

The State Government Ethics Act establishes ethical standards for certain public servants, including conflict of interest standards. N.C.G.S. §138A-31 prohibits public servants from using their positions for their financial benefit or for the benefit of a member of their extended family or a business with which they are associated. N.C.G.S. §138A-36(a) prohibits public servants from participating in certain official actions from which the public servant, his or her client(s), a member of the public servant's extended family, or a business or non-profit with which the public servant or a member of the public servant's immediate family is associated may receive a reasonably foreseeable financial benefit.

Mr. Bone will fill the role of a representative of a county where a primary PSAP is located. He is the County Manager of Martin County, which could seek and receive funding from the Board. As such, Mr. Bone has the potential for a conflict of interest and should exercise appropriate caution in the performance of his public duties should issues regarding Martin County come before the Board for official action.

In addition to the conflicts standards noted above, N.C.G.S. §138A-32 prohibits public servants from accepting gifts, directly or indirectly (1) from anyone in return for being influenced in the discharge of their official responsibilities, (2) from a lobbyist or lobbyist principal, or (3) from a person or entity which is doing or seeking to do business with the public servant's agency, is regulated or controlled by the public servant's agency, or has particular financial interests that may be affected by the public servant's official actions. Exceptions to the gifts restrictions are set out in N.C.G.S. §138A-32(e).

Pursuant to N.C.G.S. 138A-15(c), when an actual or potential conflict of interest is cited by the Commission under N.C.G.S. 138A-24(e) with regard to a public servant sitting on a board, the conflict shall be recorded in the minutes of the applicable board and duly brought to the attention of the membership by the board's chair as often as necessary to remind all members of the conflict and to help ensure compliance with the State Government Ethics Act.

Finally, the State Government Ethics Act mandates that all public servants attend an ethics and lobbying education presentation. Please review the attached document for additional information concerning this requirement.

Please contact our office if you have any questions concerning our evaluation or the ethical standards governing public servants under the State Government Ethics Act.

Sincerely,

A handwritten signature in cursive script that reads "Beth Carpenter".

Beth Carpenter  
SEI Unit

cc: Mr. David B. Bone

Attachment: Ethics Education Flyer

Executive Director Report

Richard Taylor

d) Update On Radio Advertising

# Recommendation From Standards Committee Regarding Proposed 911 Rules

*(vote required)*

Laura Sykora

Proposed Rule as Published.	Comment	Notes – References are to “Title 9_911 Board Rules_rev 091815” document
<b>09 NCAC 06C .0101 Forms</b>	NO COMMENT RECEIVED	
<b>09 NCAC 06C .0102</b>	NO COMMENT RECEIVED	Definitions have been added and modified, e.g. FCC Order includes references necessary to incorporate the FCC’s Order and Rules by reference.
<b>09 NCAC 06C .0103 Administration (generally)</b>	“where it talks about scope”, saying again that this seems to be an important thing because it’s mentioned three times	.0103 removed per RRC as unnecessary (Oral comment 8/28/15)
<b>09 NCAC 06C .0103(a)(1) Administration</b>	Standards established in Section 2 shall cover the installation, performance, <del>operation</del> <u>standards</u> , and maintenance of PSAPs and the associated emergency communication systems.	.0103 removed per RRC as unnecessary
<b>09 NCAC 06C .0103(b)(1) Administration</b>	To specify <del>operations</del> <u>performance standards</u> , facilities, and communications systems that receives emergency 911 calls from the public.	.0103 removed per RRC as unnecessary
<b>09 NCAC 06C .0104</b>	NO COMMENT RECEIVED	Reorganized to .0105 Provider failure to comply with Rules, and .0106, PSAP failure to comply with rules
<b>09 NCAC 06C .0105</b>	NO COMMENT RECEIVED	Reorganized to .0107 Review 911 Funds Expenditures, Disbursements and Reimbursements
<b>09 NCAC 06C .0106</b>	NO COMMENT RECEIVED	Reorganized to .0108 Waiver of Rules
<b>09 NCAC 06C .0107 PSAP HEARINGS</b>	<p><i>This section says:</i> Requests for hearings shall be made in writing to the Executive Director and Chair of the Board and shall be filed within 30 calendar days after the aggrieved party knows or <i>should have known</i> of the facts giving rise to the request.</p> <p><i>I suggest that you eliminate the "should have known" language regarding sanctions and allow us a 60 or 90 day window to appeal.</i></p>	<p>Reorganized – see .0104 - .0109 to separate CMRS providers and PSAPs</p> <p>The language for hearings is typical and repeats the legal standard of action when a party knew or should have known that the party had cause to do something.</p> <p>No change based on comment.</p>



<b>09 NCAC 06C .0107(b) PSAP HEARINGS</b>	Requests for hearings shall be made in writing to the Executive Director and Chair of the Board and shall be filed within 30 calendar days after the aggrieved party knows or should have known of the facts giving rise to the request. A request for hearing is considered filed when physically received by the Executive Director or Chair. Requests filed after the 30 calendar day period shall not be considered. To expedite handling of requests, the envelope should be <del>labeled "911 Funds Request for Hearing."</del> <u>clearly marked as an appeal and The written request</u> shall include as a minimum the following:	Reorganized – see .0104 - .0109 to separate CMRS providers and PSAPs  (Repeated as an oral comment 8/28/15)  No change based on comment.
<b>09 NCAC 06C .0107(c) PSAP HEARINGS</b>	Any additional information requested by the Board shall be submitted <b>within the time periods established</b> ( <i>should be specific</i> ) in order to expedite consideration of the request.	Reorganized – see .0109 Amended for time per RRC suggestion. Changed 30 days to 60 days for parties to supply information to the Board if requested. (Repeated as an oral comment 8/28/15)
<b>09 NCAC 06C .0107(d) PSAP HEARINGS</b>	A decision on a request shall be made by the Board <b>as expeditiously as possible</b> ( <i>should be specific</i> ) after receiving all relevant requested information.	Reorganized – see .0109 Amended to 120 days per RRC suggestion. No change based on comment.
<b>09 NCAC 06C .0108</b>	NO COMMENT RECEIVED	Reorganized to .1010 - .1014 Declaratory Rulings
<b>09 NCAC 06C.0201</b>		
<b>09 NCAC 06C.0202</b>		
<b>09 NCAC 06C.0203 TERMINATION AND SUSPENSION OF 911 FUND DISTRIBUTIONS</b>	Commenter states this rule is the same as .0208(a)(1)	Sentence struck based on RRC objection that the provision is superfluous as it repeats a statutory requirement. (Oral comment 8/28/15)
<b>09 NCAC 06C .0204 PSAP REPORTING</b>	The 911 Board must work to reduce the impact of reporting on local staff times. Of all reporting requirements in local government, the 911 reporting is the most cumbersome of all.	No change based on comment.  Mark for leading practice discussion.

<b>09 NCAC 06C .0206</b>	GENERAL NOTE	.0206 is substantially revised per RRC suggestions.
<b>09 NCAC 06C .0206(b)(4) BACK-UP PSAPs</b>	What exactly is the annual reporting requirement? Does that mean you want to know if we utilized it in the last year?	.0206(c)(2) The reporting obligation is questioned by RRC; changed to delete “regular”, then Committee recommended striking this sentence.
<b>09 NCAC 06C .0207</b>	GENERAL NOTE	Note: sections of .0207 were moved to a new .0208 Telecommunicator Qualifications, Training and Staffing and a new .0209 PSAP 911 Call Operating Procedures
<b>09 NCAC 06C.0207 PSAP OPERATIONS AND MANAGEMENT</b>	All operational standards should be removed from the rules. Performance Measures can effectively be utilized to establish quality of service such as the 90% rule, but dictating FTE’s and roles imposes on local authority and budgets and is an unfunded, and unnecessary, provision.	Strike (c)(2), the two telecommunicator requirement, as previously determined by the Board.
<b>09 NCAC 06C.0207(a)(1, 2) PSAP OPERATIONS AND MANAGEMENT, Personnel</b>	Qualified technical assistance available is not a clear definition. Will this definition change as the 911 board wishes it to over time? What is the definition of available as this can mean on call within a few hours, contacted by phone, or are they expect to be available to help at all times?	No change based on comment.
<b>09 NCAC 06C.0207(a)(5) PSAP OPERATIONS AND MANAGEMENT, Personnel</b>	We have a policy detailing controlled access to our PSAP as well as other areas of the department, but this definition does not give us full insight into what will be mandated.	Reorganized to (a)(3) per RRC suggestion. Questioned by RRC. Revised to address “access control plan.”
<b>09 NCAC 06C.0207(a)(6) PSAP OPERATIONS AND MANAGEMENT, Personnel</b>	How will this be monitored? Will PSAP’s have to have a document depicting the scope of work each time someone accesses the PSAP with a signature of an employee of the PSAP?	Reorganized to (a)(4) per RRC suggestion. No change based on comment.
<b>09 NCAC 06C.0207(a)(8) PSAP OPERATIONS AND MANAGEMENT, Personnel</b>	In a small agency where there may be but one overall supervisor overseeing the day-to-day functions, are we to assume that he/she is consistently “on-call” and subject to recall at any time? And if so, for what reasons? What constitutes are reason for immediate response. In	Reorganized to (a)(6) per RRC suggestion. Questioned by RRC. Strike from text.

	<p>other words, there is a vagueness to this standard that does not afford guidance. But more so, the credentials of the supervisor or lead, in regards to training and ability, is no different than another operator who may not be in that administrative supervisory position. Thus, in times of need, there would never be any problem getting a highly qualified, knowledgeable Telecommunicator 24 hours a day, 7 days a week, 52 weeks per year. Additionally, there is a sworn Communications Supervisor and/or division commander who would be on hand to tend to administrative functions, thus leaving fully certified Telecommunicators to deal with the given issue at hand.</p>	
<p><b>09 NCAC 06C.0207(a)(8)</b>  <b>PSAP OPERATIONS AND</b>  <b>MANAGEMENT, Personnel</b></p>	<p>No explanation is given as to what type of certification. Is the certification going to be through Sheriff's standards, APCO, NENA, or all of them or any of these? The mandate of certification can be cost and time prohibitive for centers as the Sheriff's standards cost not only time away from work, but also the cost for a physical. There is also no explanation given as to what is meant by available as this person can be thought to be available by phone to some people while others may think they need to be working within center at all times.</p>	<p>Reorganized to (a)(6) per RRC suggestion.</p> <p>Questioned by RRC. No change based on comment.</p> <p>See above.</p>
<p><b>09 NCAC 06C.0207(a)(8)</b>  <b>PSAP OPERATIONS AND</b>  <b>MANAGEMENT, Personnel</b></p>	<p>Many PSAPs only have a few telecommunicators on duty at any one time. It is not practical or necessary for the person to be continuously on site. What is the standard for a "lead telecommunicator or supervisor"? Is the board willing to fund these positions? What is the goal of this standard? How will the assessment team determine this? Is this going to require additional training? This standard is vague and should be removed.</p>	<p>Reorganized to (a)(6) per RRC suggestion.</p> <p>Questioned by RRC. No change based on comment.</p> <p>See above.</p>
<p><b>09 NCAC 06C.0207(a)(8)</b>  <b>PSAP OPERATIONS AND</b>  <b>MANAGEMENT, Personnel</b></p>	<p>We request clarification of the definition of "immediately". Would an available police supervisor with appropriate training/background meet this standard? It is not practical or necessary for the person to be continuously on site.</p>	<p>Reorganized to (a)(6) per RRC suggestion.</p> <p>Questioned by RRC. No change based on comment.</p> <p>See above.</p>

<b>09 NCAC 06C.0207(a)(8) PSAP OPERATIONS AND MANAGEMENT, Personnel</b>	One supervisor or lead . . . is available to respond 24/7. If our police supervisor was qualified and trained as a Telecommunicator would they meet the standard? What about their existing level of training? How is "immediately" available going to be defined?  <i>We suggest this area needs additional clarification.</i>	Reorganized to (a)(6) per RRC suggestion.  Questioned by RRC. No change based on comment. See above.
<b>09 NCAC 06C.0207(a)(8) PSAP OPERATIONS AND MANAGEMENT, Personnel</b>	How will the PSAP report this? Via SOP? Does this mean that a shift supervisor or Lead will have to be on duty at all times or will one or the other being on call suffice?	Reorganized to (a)(6) per RRC suggestion.  Questioned by RRC. No change based on comment. See above.
<b>09 NCAC 06C.0207(a)(8) PSAP OPERATIONS AND MANAGEMENT, Personnel</b>	A lot of PSAPs are only one person, so to have a supervisor on call, what does "immediate" mean? What is the purpose of this standard? What about agencies like his that have police and fire supervisors on staff; is that going to be "readily available"?	Reorganized to (a)(6) per RRC suggestion.  Questioned by RRC. No change based on comment.  (Oral Comment 8/28/15) See above.
<b>09 NCAC 06C.0207 (b)(1) PSAP OPERATIONS AND MANAGEMENT, Telecommunicator Qualifications and Training</b>	Commenter finds 207(b)(1) a little bit troubling in its vagueness; it's not specific, there are no specific standards mentioned, and he's concerned about how you certify something if you don't have actual written, defined standards.	Reorganized to .0208 Qualifications and Training  Questioned by RRC, questions were substantive and therefore language struck.  (Oral comment 8/28/15)
<b>09 NCAC 06C.0207 (b)(1) PSAP OPERATIONS AND MANAGEMENT, Telecommunicator Qualifications and Training</b>	I have grouped these two sections [ (1) & (2)] together since they are intertwined. Section (1) speaks of sufficient coverage so that emergency calls are handled as per the Operating Procedures on Page 24. Those procedures are strictly adhered to and monitored continuously. These have been achieved during the times when there was one Telecommunicator on duty. Service and reliability has never suffered and the mandates that <i>ninety (90) percent of emergency 911 calls received on emergency lines shall be answered within ten (10) seconds, and ninety-five (95) percent of emergency 911 calls received</i>	Reorganized to .0208 Qualifications and Training Questioned by RRC, questions were substantive and therefore language struck.  Mark for leading practice discussion regarding operating standards.

	<p><i>on emergency lines shall be answered within twenty (20) seconds, <u>are achieved.</u></i></p> <p>Having Telecommunicators 24 hours a day, 7 days a week, 52 weeks a year is a necessity. However, having two (2) throughout every hour of every day is not an operational need for the compliance of section (1) nor is it cost effective to those smaller agencies. Again, agency size and call volume dictate such mandates. Conversely, I am of the impression that the NC Legislation put a hold on the mandate that was to take effect on January 1, 2013. If this is to go back into effect, are there any provisions that will be made available in order to assist agencies with funding this? It would seem that any changes that may cause added expenditures to the budget, should be appropriated for, by the ruling party that wants to ensure such compliance.</p>	
<b>09 NCAC 06C.0207 (b)(1) PSAP OPERATIONS AND MANAGEMENT, Telecommunicator Qualifications and Training</b>	<p>This language also essentially mandates staffing levels without providing funding for it. Who will be responsible for determining this standard? Standards should be sufficiently objective in order to be enforced, this is much too vague. A standard is a document that provides requirements, specifications, guidelines or characteristics that can be used consistently to ensure processes and services are fit for their purpose. This particular standard does not provide those requirements.</p>	<p>Reorganized to .0208 Qualifications and Training</p> <p>Questioned by RRC, questions were substantive and therefore language struck.</p>
<b>09 NCAC 06C.0207 (b)(1) PSAP OPERATIONS AND MANAGEMENT, Telecommunicator Qualifications and Training</b>	<p>This language also essentially mandates staffing levels without providing funding for it.</p> <p>While this is certainly a reasonable goal for most if not all PSAPs, there will be a myriad of factors that could influence the ability to answer calls 90% of the time in under 10 seconds as required in the rules.</p>	<p>Reorganized to .0208 Qualifications and Training</p> <p>Questioned by RRC, questions were substantive and therefore language struck.</p>

<b>09 NCAC 06C.0207 (b)(1) PSAP OPERATIONS AND MANAGEMENT, Telecommunicator Qualifications and Training</b>	Does this mean that they must hold a certifications such as Sheriff's Standards or Priority Dispatch ETC? Or, will in house training suffice for this?	Reorganized to .0208 Qualifications and Training  Questioned by RRC, questions were substantive and therefore language struck.
<b>09 NCAC 06C.0207(b)(3) PSAP OPERATIONS AND MANAGEMENT, Telecommunicator Qualifications and Training</b>	This requirement is subjective and ignores practical operational realities of PSAPs.  Many PSAPs have staff monitoring cameras, greeting visitors, or performing other minor or passive duties that do not interfere with 911 call handling. We request that the rule be modified to provide that telecommunicators' primary responsibility is ensuring that receiving and processing 911 and they have the ability to set aside or forego any other assigned duties in order to immediately receive and process 911 calls.	Reorganized to .0208 Qualifications and Training  Questioned by RRC, questions were substantive and therefore language struck.
<b>09 NCAC 06C.0207(b)(3) PSAP OPERATIONS AND MANAGEMENT, Telecommunicator Qualifications and Training</b>	This requirement is subjective and ignores practical operational realities of PSAPs. A standards should prescribe "what" agencies should be doing, but not "how" they should be doing it.  Many PSAPs have staff monitoring cameras, greeting visitors, or performing other minor or passive duties that do not interfere with 911 call handling. This standard should be removed.	Reorganized to .0208 Qualifications and Training  Questioned by RRC, questions were substantive and therefore language struck.
<b>09 NCAC 06C.0207(c)(1) PSAP OPERATIONS AND MANAGEMENT, Staffing</b>	This language also essentially mandates staffing levels without providing funding for it.  While this is certainly a reasonable goal for most if not all PSAPs, there will be a myriad of factors that could influence the ability to answer calls 90% of the time in under 10 seconds as required in the rules.	Reorganized to .0208(a).  Amended to require completion of call taking process. No change based on comment.
<b>09 NCAC 06C.0207(c)(1) PSAP OPERATIONS AND</b>	Commenter sees 207(c)(1) as an unfunded mandate because, although there are other factors, the main driver for not being able to receive	Reorganized to .0208(a).

<b>MANAGEMENT, Staffing</b>	calls promptly is the number of personnel you have on duty, and obviously if you create a standard and the local government does not support the PSAP (e.g. provide sufficient personnel), then the PSAP is out of compliance due to a situation which is beyond its control, namely salaries.	Amended to require completion of call taking process. No change based on comment.  (Oral comment 8/28/15)
<b>09 NCAC 06C.0207(c)(1) PSAP OPERATIONS AND MANAGEMENT, Staffing</b>	“What does that mean? How will it be determined? Who’s going to make those kinds of decisions?” Commenter speculated that a standard of this type maybe should use an annual audit or an annual staffing level in order to accomplish that goal.	Reorganized to .0208(a).  Amended to require completion of call taking process. No change based on comment.  (Oral comment 8/28/15)
<b>09 NCAC 06C.0207(c)(1) PSAP Operations and Management, Staffing</b>	<p>The proposed NFPA language <i>"there shall be sufficient Telecommunicators available to affect the prompt receipt and processing of emergency 911 calls needed to meet the requirements as specified herein."</i> This is a change/addition to NFPA 1221, which originally stated that there must be at least two Telecommunicators on duty 24/7.</p> <p>Once again, the unspoken agenda is to eliminate smaller PSAPs. Sufficient Telecommunicators available to affect the prompt receipt and processing of calls is just a nice way of saying, have enough employees on duty to handle the level of incoming calls. This again becomes an unfunded mandate. The language here really does ignore the practical realities of operating a Communications Center. We provide excellent service in Burlington that includes managing ring down numbers for our Lobby after hours and the monitoring of cameras placed in strategic locations in the city. These functions contribute equally to public safety.</p> <p><i>We urge you to consider language that supports safe, but varied duties in order to maintain the operational effectiveness of all size centers.</i></p>	Reorganized to .0208(a).  Amended to require completion of call taking process. No change based on comment.
<b>09 NCAC 06C.0207(c)(1) PSAP Operations and Management, Staffing</b>	How will this be measured?	Reorganized to .0208(a).  Amended to require completion of call taking process. No change based on

		comment.
<b>09 NCAC 06C.0207(c)(3) PSAP Operations and Management, Staffing</b>	How will this be measured?	Reorganized to .0208(b).  Amended to require completion of call taking process. No change based on comment.
<b>09 NCAC 06C.0207(c)(3)(B) PSAP Operations and Management, Staffing</b>	Many PSAPs do not have the man power that they can dedicate a telecommunicator at all times to an emergency incident.	Reorganized to .0208(b).  Strike this text: "B".
<b>09 NCAC 06C.0207(c)(3)(B) PSAP Operations and Management, Staffing</b>	Can you provide an example of this? I am not sure exactly what this is regarding.	Reorganized to .0208(b).  Strike this text: "B".
<b>09 NCAC 06C.0207(c)(4) PSAP Operations and Management, Staffing</b>	Various duties will prevent this that PSAP's must complete during their shift such as NCIC Entries/Cancel/Clears, Criminal History Checks, NCIC Audits, Dispatching, Even call taking other calls for service. I am not sure this rule is necessary if you already have a rule saying that 90% of all 911 Calls must be answered within 10 Seconds or less.	Reorganized to .0208(e).  Amended to reference completing the call taking process and call operating procedures in .0209(a). No change based on comment.
<b>09 NCAC 06C.0207(d)(1) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	This essentially mandates personnel without providing funding. Compliance with this standard will not always be possible (or practical) for a variety of reasons, including temporary or emergency staffing issues. Focusing strictly on these performance measures can result in officer safety issues if PSAPs are required to focus on answering 911 calls over all other responsibilities. While this is a reasonable goal, there will be cases where it needs to be at the discretion of the PSAP director.	Reorganized to .0209(a) PSAP 911 Call Operating Procedures.  No change based on comment.
<b>09 NCAC 06C.0207(d)(1) PSAP OPERATIONS AND MANAGEMENT, Operating</b>	Commenter absolutely agrees with the 90/10 call answering, but again what happens if you are non-compliant; what happens if you don't? He said that is his concern because "...we never seem to get to that last	Reorganized to .0209(a) PSAP 911 Call Operating Procedures  (Oral comment 8/28/15)



<b>Procedures</b>	part.”	No change based on comment.
<b>09 NCAC 06C.0207(d)(1) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	“Ninety (90) percent of emergency 911 calls received on emergency lines shall be answered within ten (10) seconds,” saying that he would advocate that as a best practice, as a goal, and the standards should reflect how to achieve that goal, whether through a self-improvement program, a quality improvement program, or something similar to that.	Reorganized to .0209(a) PSAP 911 Call Operating Procedures (Oral comment 8/28/15) No change based on comment.
<b>09 NCAC 06C.0207(d)(1) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	<p>This essentially mandates personnel without providing funding. Compliance with this standard will not always be possible (or practical) for a variety of reasons, including temporary or emergency staffing issues. Focusing strictly on these performance measures can result in officer safety issues if PSAPs are required to focus on answering 911 calls over all other responsibilities. While this is a reasonable goal, there will be cases where it needs to be at the discretion of the PSAP director.</p> <p>We request that this standard be stated as a goal rather than a statistical mandate involving risk of funding or other consequences.</p>	Reorganized to .0209(a) PSAP 911 Call Operating Procedures No change based on comment.
<b>09 NCAC 06C.0207(d)(1) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	While being an admirable goal, there are times when multiple calls are received on the same incident, and that at these times it is impossible to answer each call within the allotted time as described in this section, even if you had more dispatch positions and Telecommunicators than would ever normally be needed. Also, we have found anomalies in the E-Cats reports, one such being a 800 second answer time. We found that there was no actual call related to that report. We ask that this be changed to “should” instead of “shall”.	Reorganized to .0209(a) PSAP 911 Call Operating Procedures “Should” will not be acceptable to RRC. No change based on comment.
<b>09 NCAC 06C.0207(d)(1) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	For a very long time the National NENA standard has said <i>90% within 10 seconds</i> and <i>95% within 20 seconds</i> . The vast majority of agencies are in-compliance with this standard, including the Burlington Police Department. As for the wording of “ <i>should vs. shall</i> .” I think the common belief is that “ <i>shall</i> ” gives the 911Board the ability to enforce these standards whereas “ <i>should</i> ” would not.	Reorganized to .0209(a) PSAP 911 Call Operating Procedures No change based on comment.

	<p>Many would argue this is an "unfunded mandate" for personnel and unfairly targets smaller and secondary PSAPs. I have highly trained staff that constantly evaluate the balance between public safety and officer/firefighter safety. An overly narrow focus on answering a phone with disregard for other duties is not safe either.</p> <p><i>*Please modify the proposed language and make it clear this is a goal, rather than a mandate.</i></p>	
<b>09 NCAC 06C.0207(d)(2) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	We do not dispatch medical calls. As a secondary "Police" only dispatch center, all our calls are routed through the primary center. On the occasion of a medical call coming in or being transferred accidentally, we stay on the line and send the call back to the primary PSAP. Does this rule mean we have to train our Telecommunicators as EMD? If so we strongly object to this rule.	Reorganized to .0209(b) PSAP 911 Call Operating Procedures  Strike text.
<b>09 NCAC 06C.0207(d)(1, 10) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	A review of calls shows that we are in compliance with this proposal at present, but there will be incidents where we can potentially fail due to high call volume. Changing this to a goal is recommended.	Reorganized to .0209(a) PSAP 911 Call Operating Procedures  RRC questioned (10), text moved to .0207(a)(7).
<b>09 NCAC 06C.0207(d)(2) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	We do not handle medical dispatch of calls due to this being handled by Nash and Edgecombe Counties. Based on the circumstances we will dispatch Fire Department first responders to assist EMS. Will we be penalized even though we never handle calls mandating EMD?	Reorganized to .0209(b) PSAP 911 Call Operating Procedures  Strike text.
<b>09 NCAC 06C.0207(d)(2) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	For law enforcement purposes, the PSAP shall determine time frames allowed for completion of dispatch. What exactly does this mean?	Reorganized to .0209(b) PSAP 911 Call Operating Procedures  Strike text.
<b>09 NCAC 06C.0207(d)(4) PSAP OPERATIONS AND MANAGEMENT, Operating</b>	Do we really need to have specific wording in this? I think simply stating that - The Telecommunicator will advise the caller: "Please do not hang up; I am connecting you with (name of the agency)." Or	Reorganized to .0209(b) PSAP 911 Call Operating Procedures.

<b>Procedures</b>	something similar to this effect” would suffice. This way you are not mandating that a telecommunicator or PSAP use those specific words.	Questioned by RRC. Amended per committee to remove script but require verification of call hand off.
<b>09 NCAC 06C.0207(d)(6) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	What is “the required dispatch systems?”	Questioned by RRC and struck as unnecessary.
<b>09 NCAC 06C.0207(d)(9) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	There are some instances where codes should be used to prevent officers being put into dangerous situations due to information being relayed to them. Exception should be made for officer safety.	Questioned by RRC and struck as unnecessary.
<b>09 NCAC 06C.0207(d)(11) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	That is a lot of stuff that I don’t think needs to be in an SOP. There are many tasks that we require them to do and to put all of them in an SOP would be cumbersome. Maybe this could be shortened down to include only essential duties: D (Emergency response personnel emergencies), E (Activation of an emergency distress function), F (Assignment of incident radio communications plan. – What exactly are these functions?)	Reorganized to .0209(e) PSAP 911 Call Operating Procedures.  Questioned by RRC; slight modifications made.  No change based on comment.
<b>09 NCAC 06C.0207(d)(12) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	No explanation has been given to what would comprise this nor funding to allow for this. Without funding it is impossible for any centers in our immediate vicinity to have their CAD systems to effectively communicate with one another.	See Rule .0205, CEMP. The regional plan was struck by the Committee.  No change based on comment.
<b>09 NCAC 06C.0207(d)(12) PSAP OPERATIONS AND MANAGEMENT, Operating Procedures</b>	How can a PSAP have a regional communications plan? We are mandating something that does not currently exist. Do you mean a plan with adjacent jurisdictions?	See Rule .0205, CEMP. The regional plan was struck by the Committee.  No change based on comment.
<b>09 NCAC 06C.0207(f) PSAP OPERATIONS AND MANAGEMENT, Recording</b>	Suggest a “best practices” retention period for audio recordings of 911 calls and radio traffic. There is some State guidance as to minimum retention periods for 911 calls, and I think it advisable to quantify a recommended time period within this section.	Reorganized to .0207(c).  The rule does not address retention for recordings.

		(Repeated as an oral comment 8/28/15) No change based on comment. Mark for leading practices discussion.
<b>09 NCAC 06C.0207(g) PSAP OPERATIONS AND MANAGEMENT, Quality Assurance/Improvement</b>	There should be some type of standard for QA scoring.	Reorganized to .0207(d). Questioned by RRC.
<b>09 NCAC 06C.0207(g)(1) PSAP OPERATIONS AND MANAGEMENT, Quality Assurance/Improvement</b>	What is considered an acceptable quality assurance program by 911? Our organization does not do EMD due to counties handling this task. EFD which we do have did not appear to be considered quality assurance when Mr. Taylor talked at the north eastern PSAP manager meeting in July.	Reorganized to .0207(d). Questioned by RRC. Modified (d)(1)
<b>09 NCAC 06C.0207(g)(2) PSAP OPERATIONS AND MANAGEMENT, Quality Assurance/Improvement</b>	Will any MIS analysis be acceptable to meet this criteria?	Reorganized to .0207(d)(2). Questioned by RRC. No change based on comment.
<b>09 NCAC 06C.0208(a)(1) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, General</b>	Commenter concerned that military PSAPs may possibly be funded in this state using money from the 911 fund. He said their concern is that any agency which currently receives funding from the 911 Board shall meet requirements which allow compliance checks and most certainly shall comply with all North Carolina 911 Board rules, but in the case of military PSAPs the money would, as they understand it, almost certainly be allocated to the Department of Defense general fund, which would not allow military PSAPs to be subject to state compliance checks, nor would it allow the 911 Board access to records to confirm that the money was being spent specifically in adherence to the 911 Board rules.	Sentence struck based on RRC objection that the provision is superfluous as it repeats a statutory requirement. (Oral comment 8/28/15) Text of (a) moved to .0210 and struck.
<b>09 NCAC 06C.0208(a)(2) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, General</b>	This should be stated as an uptime percentage and not a literal. Under this definition, any piece of equipment that fails for any length of time would put a PSAP in technical violation of the rules and risk losing funding. Nothing works “all the time”. The spirit of this rule is good	Reorganized to .0210(a)(1). Questioned by RRC. Modified to focus on completing the call

	but should be reworded.	taking process.
<b>09 NCAC 06C.0208(a)(2) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, General</b>	Even the best vendors only guarantee a 99% up time. According to this, it is 100%. No one will guarantee that.	Reorganized to .0210(a)(1). Questioned by RRC. (Repeated as an oral comment 8/28/15) See above.
<b>09 NCAC 06C.0208(a)(3) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, General</b>	We have VOIP phone system, radio communication, and can also communicate through use of DCI message switch within our center. Does this meet the qualification of alternate means?	Reorganized to delete this and modify .0206 PSAP Back Up. Questioned by RRC as redundant in light of the back up rule. Addressed in .0206 and .0211 modifications. No change based on comment.
<b>09 NCAC 06C.0208(a)(3) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, General</b>	I don't understand the meaning of this standard. An ERF is a structure that houses a PSAP so the PSAP has to have an alternate means of communicating with itself?	Reorganized to delete this and modify .0206 PSAP Back Up. Questioned by RRC as redundant in light of the back up rule. See above.
<b>09 NCAC 06C.0208(a)(3)(B) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, General</b>	How will this be measured?	Questioned by RRC. See above, changes in .0206 and .0211 regarding alternate routing.
<b>09 NCAC 06C.0208(a)(4)(A) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, General</b>	Our current backup would allow for transfer of voice but not data, at this time. Our primary PSAP would still have the data if we need it, and we could call them for that information. Does this rule mandate that 911 data be able to be received at the backup center?	Reorganized to delete this and modify .0206 PSAP Back Up. Questioned by RRC as redundant in light of the back up rule.
<b>09 NCAC 06C.0208(a)(4)(A) PUBLIC SAFETY ANSWERING POINT (PSAP)</b>	Due to our having a different CAD system we do not have mirror functionality capability with any adjoining agencies that we can use and still be able to transmit by radio to our first responders. Without	Reorganized to delete this and modify .0206 PSAP Back Up.

<b>FACILITIES, General</b>	funding compliance with this mandate is cost prohibitive.	Questioned by RRC as redundant in light of the back up rule.
<b>09 NCAC 06C.0208(a)(7) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, General</b>	<p>This is requiring the PSAP have enough positions to accommodate staffing during peak workloads. Adequate or necessary equipment for all personnel on duty does not reflect the situation in PSAPs at any given time. Thinking back to the ICE storm we had about a year ago. We had Telecommunicators at every available position in the COMM center answering calls.</p> <p><i>We suggest that you provide additional clarity to this rule.</i></p> <p><i>Optimally, we want funding for all the positions we "need" as well as those we can reasonably justify. If our "normal" staffing is 2, but we know we sometimes staff 4, then we should get funding for 4.</i></p> <p><i>For any facility or major staffing change, we request a significant compliance period. In other words, state the new standard and then give us two years to come into full compliance as this will impact our budget building or construction time frames, etc.</i></p> <p>If we only require staffing for one or as in our case two Telecommunicators during peak times, and we only had equipment for two positions, how would we "up staff" during peak times and be able to handle these additional calls? We believe this equipment is an eligible 911 expense and perhaps justifies new authorization for additional equipment.</p>	<p>Reorganized to .0210(a)(2).</p> <p>Questioned by RRC &amp; modifications made.</p> <p>No change based on comment.</p>
<b>09 NCAC 06C.0208(a)(7) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, General</b>	What does that mean; how are you going to apply that; who is going to determine that?" He added he has a lot of questions about how the compliance process is going to occur. He summarized that many of the standards he's read lack specific technical language that would aid in the compliance process. He observed that standards are an agreed-upon way of doing something, and in order to gain agreement, especially in the compliance review, a standard needs to be as objective as possible.	<p>Reorganized to .0210(a)(2).</p> <p>No change based on comment.</p> <p>Questioned by RRC &amp; modifications made.</p> <p>(Oral comment 8/28/15)</p>
<b>09 NCAC 06C.0208(a)(7, 8) PUBLIC SAFETY ANSWERING POINT (PSAP)</b>	These standards are vague. I request clarification regarding the interpretation of this in terms of providing equipment for positions that may not be staffed by a particular PSAP. A standard might include a	<p>Reorganized to .0210(a)(2).</p> <p>Questioned by RRC &amp; modifications</p>

<b>FACILITIES, General</b>	number of 911 calls per year per position and not leave the interpretation up to the individuals conducting the review.	made. No change based on comment.
<b>09 NCAC 06C.0208(a)(7, 8) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, General</b>	We request clarification regarding the interpretation of this in terms of providing equipment for positions that may not be staffed by a particular PSAP. We request language indicating the PSAP shall be designed to provide adequate / necessary equipment for all personnel on-duty.	Reorganized to .0210(a)(2). Questioned by RRC & modifications made. No change based on comment.
<b>09 NCAC 06C.0208(a)(9) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, General</b>	Training and guidance should be given at no cost to assist with development of what is considered an acceptable plan.	Reorganized to new rule .0205, CEMP with modifications. No change based on comment.
<b>09 NCAC 06C.0208(a)(13) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, General</b>	Police officers, detectives, and supervisors are required to be in the 911 center on occasion for business reasons. To require an agency to utilize a pass thru window or something similar to facilitate this rule would require a Telecommunicator to leave their station frequently. The spirit of this rule is again agreeable in order to prevent distraction, but telecommunicators are a part of many agencies and this restriction is too strong as worded.	Reorganized to .0210(a)(4). Define “penetrations” within the rule. Strike text.
<b>09 NCAC 06C.0208(b)(2) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, Power</b>	At our backup facility, which is a water treatment plant, our dispatch unit does not have any monitoring capability, however the main plant operations center does, and it is monitored by another City department employee. Would this satisfy this rule?	Reorganized to .0210(b) No change based on comment.
<b>09 NCAC 06C.0208(b)(11)(B) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, Power</b>	Again, at our backup facility, which is a water treatment plant, our dispatch unit does not have any monitoring capability, however the main plant operations center does, and it is monitored by another City department employee. Would this satisfy this rule?	Reorganized to .0210(b)(10) No change based on comment.
<b>09 NCAC 06C.0208(b)(11)(B) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, Power</b>	Suggest a “best practices” standard of a minimum “run time” that a PSAP’s UPS can effectively maintain power to critical systems. Again, there is no operating time frame defined within the standard.	Reorganized to .0210(b)(10) (Repeated as an oral comment 8/28/15) No change based on comment.

<b>09 NCAC 06C .0209</b>	GENERAL NOTE	Moved to .0211 Telephones
<b>09 NCAC 06C.0209(d)(2) PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES, Telephones</b>	How will this be proven/measured?	Reorganized to .0211  Questioned by RRC, struck in accordance with changes to back up (.0206) and CEMP (.0205)  No change based on comment.
<b>09 NCAC 06C.0210(b) DISPATCHING SYSTEMS</b>	What is the definition of monitoring? Telecommunicators are staffed 24/7 and do notify chain of command when issues with phone system are identified, but is this acceptable for compliance?	Reorganized to .0212.  Questioned by RRC and struck as redundant, vague.
<b>09 NCAC 06C.0210(b)(1) DISPATCHING SYSTEMS</b>	Are these going to be funded by 911 and do these alarm systems for telephone systems even exist or will they need to be created causing everyone to be out of compliance? Will 911 funds pay for this creation or will this become another issue that is cost prohibitive to the PSAP?	Reorganized to .0212.  Questioned by RRC and struck as redundant, vague.
<b>09 NCAC 06C.0211(e)(2)(A) COMPUTER AIDED DISPATCHING (CAD) SYSTEMS, CAD capabilities</b>	A PSAP will have an extremely difficult time to preserve the operation, sustainability and maintainability for the CAD in case the vendor goes out of business. The only method of achieving this standard is to have a secondary CAD.	Reorganized to .0213(e)(2)(A).  Questioned by RRC and struck as redundant, vague.
<b>09 NCAC 06C.0211(f) COMPUTER AIDED DISPATCHING (CAD) SYSTEMS, CAD Performance</b>	After reviewing the proposed rule document, the most significant issue that arose was the section requiring automated failover for CAD. Currently, our vendor doesn't incorporate this feature. If this is a requirement, or any other requirement a PSAP doesn't currently meet, and centers desire to keep funding would there be adequate funding for the potential of multiple CAD replacement requests. Also, if centers opt out of funding for this or any other reason does that not further fragment the aim of trying to provide a consistent level of service and coordination between PSAP's ?	Reorganized to .0213(f).  No change based on comment. Modified to focus on configuration of CAD.
<b>09 NCAC 06C.0211(f)(1) COMPUTER AIDED DISPATCHING (CAD)</b>	We have found that at a smaller agency such as ours, that CAD suggestions actually slow us down rather than help. We would ask that	Reorganized to .0212(f).  "Should" will not be acceptable to RRC.



<b>SYSTEMS, CAD Performance</b>	this be changed to “should have the capability of” rather than “shall”.	No change based on comment.
<b>09 NCAC 06C.0211(f)(2)(A) COMPUTER AIDED DISPATCHING (CAD) SYSTEMS, CAD Performance</b>	I don’t understand exactly how a CAD would reconfigure itself due to an error or fault.	Reorganized to .0212(f). Strike text.
<b>09 NCAC 06C.0211(f)(3) COMPUTER AIDED DISPATCHING (CAD) SYSTEMS, CAD Performance</b>	How will this be measured?	Reorganized to .0212(f)(3). Strike text.
<b>09 NCAC 06C.0211(f)(4) COMPUTER AIDED DISPATCHING (CAD) SYSTEMS, CAD Performance</b>	The functionality standard of 99.95% is extremely high. This would mean a CAD could only be down about 4 hours over the course of a year. Think the standard should be reduced somewhat.	Reorganized to .0212(f)(4). Strike text.
<b>09 NCAC 06C.0213(e)(1, 2) RECORDS, Operational Records</b>	Will this mandate require specific records from MIS that are standard to all MIS systems and will 911 funds compensate for the time taken to gather this information from the system?	Reorganized to .0215(d) No change based on comment.
<b>09 NCAC 06C.0213(f)(1, 2) RECORDS, Maintenance Records</b>	This information should be mandated for retention by the phone system and not for the customer receiving services relating to repairs.	Reorganized to .0215(e) No change based on comment.
<b>09 NCAC 06C.0301 - .0307</b>	NO COMMENTS RECEIVED	
<b>09 NCAC 06C.0401</b>	NO COMMENTS RECEIVED	
<b>09 NCAC 06C.0402(d)(3) PSAP GRANTS FOR CONSTRUCTION, Security</b>	This mandate would be cost prohibitive to the location that is currently proposed inside of a currently operating fire station.	RRC questioned. Minor edits made. No change based on comment.
<b>09 NCAC 06C.0402(d)(5) PSAP GRANTS FOR CONSTRUCTION, Security</b>	These mandates will prevent PSAPS and back up PSAPS from being created due to the prohibitive costs that would be incurred. The location that we have proposed for our own PSAP could not be	RRC questioned. No change based on comment.

	allowed should this mandate be imposed.	
<b>09 NCAC 06C.0402(d)(6, 7) PSAP GRANTS FOR CONSTRUCTION, Security</b>	These mandates are also cost prohibitive and will not allow for construction of PSAPS and backup PSAPS at many locations.	RRC suggests combining these. No change based on comment.
<b>09 NCAC 06C.0403 - .0406</b>	NO COMMENTS RECEIVED	Rule .0404 struck based on RRC recommendation; subsequent rules renumbered.
<b>General: .0103, .0203, .0208(a)(1), .0207(c)(1), .0207(d)(1)</b>	<p>My concern is that the above multiple referenced sections are establishing de facto requirements for PSAPS that obligate compliances that are largely dependent upon staffing levels that are in effect unfunded mandates by the Board. Many of the requirements are also (in my opinion) too general and vague to be uniformly enforced. In addition, there is in fact little or no description or definition of what the enforcement methodology actually is, short of “withholding of funds”.</p> <p>I believe that the Board should establish “Best Practices” for minimum staffing levels, training standards, answering times, etc; but unless the Board is willing to provide funding, these should be “goals” but NOT “requirements”, unless the Board is willing to provide those funds under the umbrella terminology I have noted in Sec GS62A-4 Sec (a) (4) “services and training”.</p>	No change based on comment.
<b>General</b>	As an overall <i>summary</i> , we would ask that you closely review all of the sections and provide additional clarity. Please better define terms and recognize the value in our smaller communities of having a secondary PSAP.	No change based on comment.
<b>General</b>	It would be helpful to indicate which required mandates would be funded by the Board in 62A and which would not be so that the NCACC and other entities have best information concerning responsibilities in funding.	No change based on comment.
<b>General</b>	I am concerned with the review or compliance process. Currently our	No change based on comment.

	<p>agency is both accredited by CALEA for Police and CAI for Fire, we have signed a contract with CALEA for the accreditation of our communication center. These processes are very expensive. The cost of the 911 review will be costly as well. Many of the standards lack the specific technical language that would aid the compliance process. Standards are an agreed way of doing something. In order to gain agreement, especially during a compliance review, the standards need to be as objective as possible. In my review, many of these standards are not. I think the compliance process is as important as the standards themselves. How is this going to be accomplished? Who is going to make the compliance decision? The process should be independent of the board and staff. Both of the accreditation process are conducted by independent contractors who only report their findings to the Commissions. Is there a process in place for conflicts of interest?</p>	
<b>General</b>	<p>We would also like clarification on effective dates? Are they far enough out to allow for compliance assuming funding is made available to them?</p>	<p>No change based on comment.</p>
<b>General</b>	<p>The Board should leave the “how” to achieve a goal to the locality and just set the goal.” He also said he thinks “...you need to consider some test sites before you implement these standards. Send them out; do some test sites so that we can see how these standards are going to be applied and how effective they’re going to be.” He noted that even in the CALEA process his agency has spent a great deal of money and time going through this process to make sure that they have all the standards met. He said he sees this as costing local government quite a bit of money in order to ensure those compliance processes, reiterating that he thinks these standards need to be more objective than subjective.</p>	<p>(Oral comment 8/28/15; no rule cited) No change based on comment.</p>
<b>General</b>	<p>There is talk about denying funding to PSAPs which receive less than two (2) 911 calls per hour when they currently exist and provide a service which is needed in their community, in contrast with talk about funding military PSAPs in a time and place where there are currently</p>	<p>(Oral comment 8/28/15; no rule cited) No change based on comment.</p>

	<p>PSAPs operating which handle the 911 calls and traffic, in some situations, that are requested from those members of our military that are on base. So in the one instance, he said we're talking about forcing consolidation of smaller centers in an effort to save money while possibly writing a blank check to military base PSAPs without even being able to know how the money is being spent.</p>	
<b>General</b>	<p>Commenter stated that they (the organizations he represents) are not opposed to any standards; they would just like to see that there are some more specific and definitive standards which can be met without cutting services, without cutting PSAPs, and a more economical approach. He said that their commitments lie not with a specific state agency, not organizations or associations, nor with some misguided liaison, but instead remain focused on providing service to our citizens, responders, and personnel alike. He concluded by saying they wish to create and continue to assist in the creation of standards which provide equal access and applicable funding for what we currently have without reduction in service.</p>	<p>(Oral comment 8/28/15; no rule cited) No change based on comment.</p>
<b>General</b>	<p>You create these standards, some of them are defined, some are not, some are unfunded mandates that put the onus on the 911 Board for compliance, which again is maybe beyond their control." He then returned to NCGS §62A-42, Powers and Duties of the 911 Board, citing §62A-42(a)(4) where it says "To establish policies and procedures to fund advisory services and training for PSAPs, to set operating standards for PSAPs and back-up PSAPs, and to provide funds in accordance with these policies, procedures, and standards," saying his interpretation of that is that if the Board sets standards for things such as training that there is a mechanism to fund those standards if you want compliance. He continued, "So that's my main concern, that if you establish these standards and guidelines, which I'm not against, that I think that there is a mechanism embedded in 62A to at least create a mechanism to fund these so that the PSAPs can at least be in compliance with your standards and guidelines."</p>	<p>(Oral comment 8/28/15; no rule cited) No change based on comment.</p>
<b>General</b>	<p>Commenter stated that members of the Chief's Association have been</p>	<p>(Oral comment 8/28/15; no rule cited)</p>

	<p>concerned and opposed for some time to rules and standards that force the consolidation of PSAPs. He said they believe that some of that intent is in these rules, or some still believe it, but they also believe the Board is approaching it in the proper way by promoting grants for consolidation that he thinks will adequately reduce the number of PSAPs. He said their concern with these rules is around operations, . . . they particularly support the backup system requirement; they think it's long overdue and appreciate it. Citing mandatory training programs for personnel, he said "We all know that's important and support that 100%, as well as good performance standards like the 90% rule," adding that they believe in those measures.</p> <p>They believe the 911 Board should limit the scope to technical and performance standards only and not attempt to dictate operations/personnel resources that are not fully funded separately by the Board. Noting he's taught performance measurement at the master's degree level and is very familiar with it, and that those who are familiar with it know that we can really define operational standards through performance measurement because if you have to meet those benchmarks you "...have to do what you have to do to meet them." He said the Board doesn't need to get into operational standards at the local level to reach its goal. He postulated that the 911 Board should focus on what performance is in each PSAP, not "...how those benchmarks are met." . . . they respectfully request at a minimum that the Board eliminate those operational standards, make a valid attempt to use benchmarks, and let's see how that works before we get into operational standards.</p> <p>In some PSAPs, that's (answering 911 calls) only a third of what they do. It's still the highest priority; everything else gets dropped when a 911 call comes in. But in reality it's not everything a communications center does. So we believe that by staying out of that and focusing on the minimum performance standards, you're going to get a lot farther with compliance than you would otherwise."</p>	No change based on comment.
<b>General, appeals</b>	Finally, the appeals process is very vague and restrictive. It states that the PSAP must appeal within 30 days from when they knew or "should	No change based on comment.

	have known” about sanctions. Often in order to file an appeal there has to be some evaluation of vendor hardware and PSAPs cannot control their response time. The appeals process should be an independent board made up of professionals that are experienced in the field.	
<b>General, appeals</b>	Finally, the appeals process is very vague and restrictive. It states that the PSAP must appeal within 30 days from when they knew or “should have known” about sanctions. Often in order to file an appeal there has to be some evaluation of vendor hardware and PSAPs cannot control their response time. The NCACP would request a 60 day window from the time the PSAP receives a certified letter notifying the PSAP of the sanctions and remove references to “should have known” which is too vague.	No change based on comment.

Text changes are highlighted for ease of review.

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09 NCAC 06C .0101 is proposed for adoption as follows:

**TITLE 09, CHAPTER 06, SUBCHAPTER C**

**911 BOARD**

**SECTION .0100 – FORMS, DEFINITIONS, ADMINISTRATION**

**09 NCAC 06C .0101 FORMS**

(a) The 911 Board shall prescribe forms by or for use by Public Safety Answering Points (PSAPs), service providers, and any other parties as may be needed to ensure uniformity in the operation of these Rules and policies adopted by the Board.

(b) All forms referenced in this Subchapter are published on the Board's website at <https://www.nc911.nc.gov> and may be accessed free of charge.

History Note: Authority: G.S. 62A-42;

Eff.

Text changes are highlighted for ease of review.

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09 NCAC 06C .0102 is proposed for adoption as follows:

**09 NCAC 06C .0102                      PHYSICAL ADDRESS OF 911 BOARD**

(a) The physical address of the 911 board is:

911 Board

c/o NC Office of Information Technology Services

3700 Wake Forest Road

Raleigh, NC 27609

(b) Contact information for staff is located on the Board's website at <https://www.nc911.nc.gov>.

*History Note:*    *Authority: G.S. 62A-42;*

*Eff.*



Text changes are highlighted for ease of review.

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09 NCAC 06C .0103 is proposed for adoption as follows:

**09 NCAC 06C .0103 DEFINITIONS**

In addition to the terms defined in N.C.G.S. 62A-40, the following terms have the following definition when used in this Subchapter:

a(1) "Addressing" means the assigning of a numerical address and street name (the street name may be numerical) to all locations within a local government's geographical service area for the purpose of providing Enhanced 911 service.

b(2) "~~Appropriate~~ Designated Public Safety Answering Point (PSAP)" means a Primary PSAP determined pursuant to the FCC Order or a Board approved Back-up PSAP.

e(3) "Back-up PSAP" means a facility equipped with automatic number identification, automatic location identification displays and all other features common to of a primary PSAPs that it serves. A Back-up PSAP shall receive 911 calls only when they are transferred from the primary PSAP or on an alternate routing basis when calls cannot be completed to the primary PSAP. A Back-up PSAP facility is normally may be-unattended, is remote from the Public Safety Answering Point and used to house equipment necessary for the functioning of an emergency communications system.

d(4) "Circuit" means the conductor or radio channel and associated equipment used to perform a specific function in connection with a 911 call system.

e(5) "CMRS" means a commercial mobile radio service.

f(6) "CMRS Non-recurring cost (NRC)" means one-time costs incurred by CMRS service providers for initial connection to selective routers and the wireless systems service provider (third party vendor non-recurring) cost.

g(7) "Communications System" means a combination of links or networks that serve a general function such as a system made up of command, tactical, logistical, and administrative networks supporting the operations of an individual PSAP.

h(8) "Comprehensive Emergency Management Plan (CEMP)" means a disaster recovery plan that conforms to guidelines established by the Public Safety Answering Point and is designed to address natural, technological, and man-made disasters.

i(9) "Computer-Aided Dispatch (CAD)" means a combination of hardware and software that provides data entry, makes resource recommendations, and notifies and tracks those resources before, during, and after 911 calls, and preserves records of those calls and status changes for later analysis by a PSAP or the Board.

j(10) "Computer-Aided Dispatch (CAD) Terminal" means an electronic device that combines a keyboard and a display screen to allow the exchange of information between a telecommunicator and one or more computers in the system or network.

k(11) "Control Console" means a wall-mounted or desktop panel or cabinet containing controls to operate communications equipment.

Text changes are highlighted for ease of review.

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~~l~~(12) “Coordinated Universal Time” means a coordinated time scale, maintained by the Bureau International des Poids et Mesures (BIPM), which forms the basis of a coordinated dissemination of standard frequencies and time signals.

~~m~~(12) “Dispatch Circuit” means a circuit over which a signal is transmitted from the Public Safety Answering Point to an Emergency Response Facility or Emergency Response Unit to notify the emergency response unit to respond to an emergency.

~~n~~(13) “Emergency 911 Call Processing/Dispatching” means a process by which a 911 call answered at the PSAP is transmitted to Emergency Response Facilities (ERFs) or to Emergency Response Units (ERUs) in the field.

~~e~~(14) “Emergency Response Facility (ERF)” means a structure or a portion of a structure that houses PSAP equipment and personnel for receiving and dispatching 911 calls.

~~p~~(15) “Emergency Response Unit (ERU)” means a first responder, such as a police vehicle, a fire truck, ~~and~~ or an ambulance. It also includes personnel who respond to fire, medical, law enforcement, or other emergency situations for the preservation of life and safety.

(16) “FCC Order” means the Order in FCC Docket 94-102 adopted by the Federal Communications Commission on December 1, 1997, and subsequent Orders, decisions, consent decrees rules and regulations including 47 C.F.R. 20.18 which are incorporated by reference in these rules. The FCC Order and regulations may be obtained free of charge from the FCC website: <http://transition.fcc.gov/pshs/services/911-services/>, <http://www.fcc.gov/encyclopedia/9-1-1-and-e9-1-1-services> and <http://www.fcc.gov/encyclopedia/rules-regulations-title-47>.

~~e~~(17) “Geographic Information Systems (GIS)” means computer programs linking features commonly seen on maps, such as roads, town boundaries, water bodies, with related information not usually presented on maps, such as type of road surface, population, type of agriculture, type of vegetation, or water quality information.

~~n~~(18) “GIS Base Map” means a map comprising streets and centerlines used in a Geographic Information System.

~~s~~(19) “Local Exchange Carrier” or “LEC” has the same meaning as set forth in G.S. 62A-40.

~~t~~(19) “Logging Voice Recorder” means a device that records voice conversations and automatically logs the time and date of such conversations; normally, a multichannel device that keeps a semi-permanent record of operations.

~~u~~(20) “Notification” means the time at which a 911 call is received and acknowledged at a PSAP.

~~v~~(21) “Operations Room” means the room in the PSAP where 911 calls are received and processed and communications with emergency response personnel are conducted.

~~w~~(22) “Phase I Wireless Enhanced 911 Service” has the same meaning as provided in the FCC Order and FCC regulations. The FCC Order and regulations may be obtained free of charge from the FCC website: <http://transition.fcc.gov/pshs/services/911-services/>, <http://www.fcc.gov/encyclopedia/9-1-1-and-e9-1-1-services> and <http://www.fcc.gov/encyclopedia/rules-regulations-title-47>.

~~x~~(23) “Phase II Wireless Enhanced 911 Service” has the same meaning as provided in the FCC Order and FCC regulations. The FCC Order and regulations, including 20 C.F.R. 20.18, may be obtained free of charge from the

Text changes are highlighted for ease of review.

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FCC website: <http://transition.fcc.gov/pshs/services/911-services/>, <http://www.fcc.gov/encyclopedia/9-1-1-and-e9-1-1-services> and <http://www.fcc.gov/encyclopedia/rules-regulations-title-47>.

~~yy~~(24) “Place of Primary Use” has the same meaning as provided in the Mobile Telecommunications Sourcing Act, 4 U.S.C. § 124(8), if applicable; and otherwise sourcing shall be determined pursuant to G.S. 105-164.3 or G.S. 105-164.4B.

~~zz~~(25) “Public Safety Agency” means an organization that provides law enforcement, emergency medical, fire, rescue, communications, or related support services.

~~aa~~(27) “Public Safety Answering Point (PSAP)” means the public safety agency that receives incoming 911 calls.

~~bb~~(27) “PSAP Nonrecurring Costs” means non-repetitive charges incurred by a Primary PSAP to pay for equipment or services which do not occur on a fixed schedule. Examples include computer equipment that has become functionally outdated, software upgrades, or repair costs that are not covered by any maintenance agreement.

~~ee~~(28) “PSAP Recurring Costs” means repetitive charges incurred by a primary PSAP, such as database management, lease of access lines, lease of equipment, network access fees, and applicable maintenance costs.

~~dd~~(30) “Security Vestibule” means a compartment provided with two or more doors where the intended purpose is to prevent continuous and unobstructed passage by allowing the release of only one door at a time.

~~ee~~(29) “Standard Operating Procedures (SOPs)” means written organizational directives that establish or prescribe specific operational or administrative methods that are to be followed routinely for the performance of designated operations or actions.

~~ff~~(30) “Selective Routing” or “Tandem Routing” means routing a 911 call to the appropriate designated PSAP based upon the caller’s location.

~~gg~~(31) “Stored Emergency Power Supply System (SEPSS)” means a system consisting of a UPS Uninterruptible Power Supply, or a motor generator, powered by a stored electrical energy source, together with a transfer switch designed to monitor preferred and alternate load power source and provide desired switching of the load, and all necessary control equipment to make the system functional.

~~hh~~(32) “Sworn Invoice” means an invoice prepared by a CMRS service provider’s vendor that describes the goods or services and identifies the costs that the CMRS service provider submits for cost recovery pursuant to an approved cost recovery plan, and that is accompanied by an affidavit that substantially complies with a form provided by the Board.

~~ii~~(33) “911 Line/Trunk” means a telephone line/trunk which is dedicated to providing a caller with access to the appropriate designated PSAP by dialing the digits 911.

~~jj~~(34) “service provider” means an entity that provides voice communications service, including resellers of such service.

~~kk~~ “TDD/TTY” means a device that is used in conjunction with a telephone to communicate with persons who are deaf, who are hard of hearing, or who have speech impairments, by typing and reading text.

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~~h~~(35) “Telecommunicator” means any person engaged in or employed as a full time or part time 911 communications center call taker, whether called by that or another term, such as emergency communications specialist or emergency dispatcher.

~~mm~~(36) “Uninterruptible Power Supply (UPS)” means a system designed to provide power, without delay or transients, during any period when the primary power source is incapable of performing.

~~mm~~(37) “Voice Communication Channel” means a single path for communication by spoken word that is distinct from other parallel paths.

*History Note:* Authority G.S. 62A-42; 47 C.F.R. 20.18;

*Eff.*

Text changes are highlighted for ease of review.

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09 NCAC 06C.0103 is proposed for adoption as follows:

**09 NCAC 06C.0103 — ADMINISTRATION**

(a) The purposes of rules regarding PSAP operations are as follows:

(1) To specify operations, facilities, and communications systems that receive emergency 911 calls from the public.

(2) To provide requirements for the retransmission of such emergency 911 calls to the appropriate emergency response agencies.

(3) To provide requirements for dispatching of appropriate emergency response personnel.

(4) To establish the required levels of performance and quality of installations of emergency services communications systems.

(b) The rules for PSAP operations apply to emergency 911 systems that include dispatching systems, telephone systems, and public reporting systems that provide the following functions:

(1) Communication between the public and emergency response agencies.

(2) Communication within the emergency response agency under emergency and non-emergency conditions.

(3) Communication among emergency response agencies.

(c) The rules for PSAP operations do not prevent the use of systems, methods, or devices of equivalent or superior quality, strength, fire resistance, effectiveness, durability, and safety over those prescribed by these rules.

(1) Technical documentation shall be submitted to the local government to demonstrate equivalency.

(2) The system, method, or device shall be approved for the intended purpose by the local government.

*History Note:* Authority G.S. 62A-20;

*Eff.*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0104 is proposed for adoption as follows:

**09 NCAC 06C .0104      FAILURE TO COMPLY WITH RULES**

If the Board determines that a PSAP or CMRS service provider is not adhering to an approved plan or is not using funds in the manner prescribed in these rules or G.S. 62A the Board may suspend distributions or reimbursements until satisfactory evidence of compliance is provided to the Board.

*History Note:*      *Authority G.S. 62A-42; 62A-46, 62A-48;*

*Eff.*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0105 is proposed for adoption as follows:

**09 NCAC 06C .0105 SERVICE PROVIDER FAILURE TO COMPLY WITH RULES**

(a) If the Board determines that a service provider does not appear to have complied with N.C. General Statutes Chapter 62A, these rules or the requirements of the FCC Report and Order 94-102 ("Report and Order"), a certified, return receipt letter shall be mailed to the company representative known to the Board. The letter shall request justification or an explanation from the service provider for the apparent non-compliance. The service provider shall have 15 calendar days to respond to the letter.

(b) Board staff shall initially assess the service provider's response and send a report to the Board. The Board shall review the staff's report. If it appears to the Board that the service provider has failed to comply with applicable law, these rules or the FCC Order, the Board shall notify the service provider to that effect and to the consequences arising from such failure, and shall provide an opportunity for the service provider to appear before the Board.

(c) If after notice to the service provider, and appearance before the Board or service provider's failure to appear, the Board determines that the service provider has offered no reasonable solution, the Board may, at its discretion file a complaint with the FCC, the N.C. Utilities Commission or other regulatory body exercising jurisdiction over the service provider. A reasonable solution shall be defined as one that complies with applicable law, these rules or the FCC Order within thirty days or upon such other conditions as the Board may find reasonable.

(d) If the non-compliant service provider is a CMRS service provider eligible for reimbursement pursuant to G.S. 62A-45, all reimbursements shall be suspended until compliance with applicable law, these rules or the FCC Order has been completed.

(e) If after notice and hearing, the Board determines that the service provider's failure was caused by one or more primary PSAPs, rules and procedures regarding PSAP compliance shall be followed.

~~(b) If the Board determines that a Primary PSAP does not appear to have complied with N.C. General Statutes Chap. 62A, these rules or the requirements of FCC Report and Order 94-102 ("Report and Order"), a certified, return receipt letter shall be mailed to the PSAP representative known to the Board. The letter shall request justification or an explanation from the Primary PSAP for the apparent non-compliance. The Primary PSAP shall have fifteen calendar days to respond to the letter.~~

~~(1) Board staff shall initially assess the Primary PSAP's response and report to the Board. The Board shall review the staff's report. If it appears to the Board that the PSAP has failed to comply with applicable law, these rules or the FCC Order, the Board shall notify the PSAP to that effect and to the consequences arising from such failure, and shall provide an opportunity for the PSAP to appear before the Board.~~

~~(2) If after notice to the Primary PSAP, and appearance before the Board or the PSAP's failure to appear, the Board determines that the PSAP has offered no reasonable solution, the Board may, at its discretion file a complaint with any other regulatory body exercising jurisdiction over the PSAP. A reasonable solution shall be defined as one that will comply with applicable law, these~~

Text changes are highlighted for ease of review.

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1 ~~rules or the FCC Order within thirty days or upon such other conditions as the Board may find~~  
2 ~~reasonable.~~

3 (3) ~~If the non compliant Primary PSAP receives 911 Fund disbursements, such disbursements may be~~  
4 ~~suspended by the 911 Board until compliance with applicable law, these rules or the FCC Order~~  
5 ~~has been completed.~~

6 (4) ~~If after notice and hearing, the Board determines that the Primary PSAP is not at fault, the Board~~  
7 ~~shall take additional action to determine the cause of failure.~~

8 (e) ~~If through the review process the Board determines that a PSAP or CMRS Service Provider is not adhering to an~~  
9 ~~approved plan or is not using funds in the manner prescribed in these rules or G.S. 62A, the Board may, after notice~~  
10 ~~and hearing, suspend distributions or reimbursements until satisfactory evidence of compliance is provided to the~~  
11 ~~Board.~~

12  
13 History Note: Authority G.S. 62A-42; 62A-48;

14 Eff.  
15



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09 NCAC 06C .0106 is proposed for adoption as follows:

**09 NCAC 06C .0106 PSAP FAILURE TO COMPLY WITH RULES**

(a) If the Board determines that a Primary PSAP does not appear to have complied with N.C. General Statutes Chap. 62A, these rules or the requirements of FCC Order a certified, return receipt letter shall be mailed to the PSAP representative known to the Board. The letter shall request justification or an explanation from the Primary PSAP for the apparent non-compliance. The Primary PSAP shall have fifteen calendar days to respond to the letter.

(b) Board staff shall initially assess the Primary PSAP's response and report to the Board. The Board shall review the staff's report. If it appears to the Board that the PSAP has failed to comply with applicable law, these rules or the FCC Order, the Board shall notify the PSAP to that effect and to the consequences arising from such failure, and shall provide an opportunity for the PSAP to appear before the Board.

(c) If after notice to the Primary PSAP, and appearance before the Board or the PSAP's failure to appear, the Board determines that the PSAP has offered no reasonable solution, the Board may, at its discretion file a complaint with any other regulatory body exercising jurisdiction over the PSAP. A reasonable solution shall be defined as one that complies with applicable law, these rules or the FCC Order within thirty days or upon such other conditions as the Board may find reasonable.

(d) If the non-compliant Primary PSAP receives 911 Fund disbursements, such disbursements may be suspended by the 911 Board until compliance with applicable law, these rules or the FCC Order has been completed.

(e) If after notice and hearing, the Board determines that the Primary PSAP is not at fault, the Board shall take additional action to determine the cause of failure.

*History Note:* Authority G.S. 62A-46; 62A-48;

*Eff.*

Text changes are highlighted for ease of review.

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09 NCAC 06C.0107 is proposed for adoption as follows:

**9 NCAC 06C.0107 REVIEW 911 FUNDS EXPENDITURES, DISBURSEMENTS AND REIMBURSEMENTS**

(a) PSAPs shall maintain detailed books and records of 911 Funds received and use of such funds in accordance with the Local Government Budget and Fiscal Control Act G.S. 159-7 et seq. and generally accepted accounting principles. PSAPs shall maintain these books and records to support Fund distributions, reviews or audits, in accordance with the funding formula adopted by the Board pursuant to G.S. 62A-46(a)(3). All books and records shall be available for review by the Board or its representatives, or audit by other governmental entities with such authority. If any review or audit indicates excess distributions to a PSAP, the Board shall adjust future or final distributions otherwise due. If no distributions are due and owed to a PSAP, or if the excess distribution exceeds the amount otherwise due during that fiscal year, the PSAP shall refund all amounts due to the 911 Fund as requested by the Board.

(b) PSAPs shall provide copies of any audit reports to the Board if such audit reports include receipts or expenditures for 911 systems.

(c) CMRS service providers shall maintain detailed books and records consistent with G.S. 147-64.7 related to service charges remitted, and records necessary to support requested reimbursements in accordance with applicable law and generally accepted accounting principles. CMRS service providers shall maintain these books and records for 5 years. All books and records shall be available for review by the Board or its representatives or audit by other governmental entities with such authority. CMRS service providers shall cooperate fully with any such review or audit. If any audit or review indicates excess distributions to a CMRS service provider, or subcontractor, the Board shall adjust future or final distributions otherwise due. If no distributions are due and owed to a CMRS service provider, or if the excess distribution exceeds the amount otherwise due during that fiscal year, the CMRS service provider shall refund all amounts that may be due to the 911 Fund without delay.

*History Note:* Authority G.S. 62A-42(a)(5), 62A-46(d), 62A-46(e), 62A-48, 62A-50;

*Eff.*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0108 is proposed for adoption as follows:

**9 NCAC 06C .0108 WAIVER OF RULES**

The Board may waive any rule in this Chapter after receiving a written request. The factors which the Board shall use in determining whether to grant a waiver are:

- (a) Whether the requested waiver is consistent with Chapter 62A or other North Carolina Statutes;
- (b) Whether any applicable Rule should be modified;
- (c) Costs to the 911 Fund if the waiver is granted;
- (d) Costs to the party requesting a waiver if the waiver is not granted;
- (e) Whether granting the waiver is consistent with the statewide 911 plan;
- (f) The benefit to the public;
- (g) Whether granting the waiver is consistent with the requirements and intent of the FCC Order;
- (h) Prior, concurrent, or similar waiver requests; and
- (i) Whether the waiver is supported or opposed by PSAPs or service providers.

History Note: Authority G.S. 62A-42; 150B-19(6);

Eff.

Text changes are highlighted for ease of review.

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09 NCAC 06C .0109 is proposed for adoption as follows:

**9 NCAC 06C .0109 HEARINGS**

(a) A PSAP or service provider aggrieved in connection with any action by the Board pursuant to G.S. 62A-48 may request a hearing before the Board.

(b) A request for a hearing shall be made in writing to the Executive Director of the Board and shall be filed within 30 calendar days after the aggrieved party knows or should have known of the facts giving rise to the request. A request for hearing is considered filed when physically received by the Executive Director. Requests filed after the 30 calendar day period shall not be considered. To expedite handling of requests, the envelope shall be labeled "911 Funds Request for Hearing." The written request shall include the following:

(1) The name and address of the party;

(2) The action of the Board;

(3) A statement of reasons for the hearing; and

(4) Supporting exhibits, evidence, or documents necessary to substantiate the party's complaint.

(5) Requests for hearing shall be sent to the Executive Director at the address listed in .0102 of this Section.

Executive Director, 911 Board

c/o NC Office of Information Technology Services

P.O. Box 17209

Raleigh, NC 27609

(c) Any additional information requested by the Board shall be submitted at the address listed in .0102 of this Section within the time periods established in order to expedite consideration of the request. Failure of the requesting party to comply expeditiously with a request for information by the Board within 60 days shall result in resolution of the request without consideration of that information.

(d) A decision on a request shall be made by the Board as expeditiously as possible within 120 days after receiving all relevant requested information.

*History Note:* Authority G.S. 62A-42; 62A-48;

*Eff.*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0110 is proposed for adoption as follows:

**9 NCAC 06C .0110 DECLARATORY RULINGS**

(a) Any request for a determination regarding the application of a relevant rule, statute or order established by the 911 Board to a specific factual situation shall be directed to the Board Chair or Executive Director at the address in Rule .0102 of this Section. The request for a ruling shall follow the Rules .0108 through .0112 of this Section. A declaratory ruling proceeding may include written submissions, an oral hearing, or other procedure as may be appropriate in the circumstances of the particular request as determined by the Board.

(b) Declaratory rulings pursuant to G.S. 150B-4 shall be issued by the Board only on the validity of a relevant rule or on the applicability of a statute, rule or order of the Board to stipulated facts. A declaratory ruling shall not be issued on a matter requiring an evidentiary proceeding.

(c) As used in Rules .0108 through .0112 "standard" shall refer to and include such standards adopted by the Board pursuant to authority found in Article 3 of Chapter 62A of the N.C. General Statutes.

(d) As a person aggrieved, the petitioner shall possess such an interest in the question to be ruled on that the petitioner's need to have such a ruling in order to comply with statutory requirements, rules, or standards shall be apparent from the petition and shall be explained therein.

*History Note: Authority G.S. 62A-4; 150B-4*

*Eff.*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0111 is proposed for adoption as follows:

**09 NCAC 06C .0111 REQUESTS FOR DECLARATORY RULINGS**

(a) Requests for a declaratory ruling shall be in writing and dated.

(b) The request shall contain:

(1) The petitioner's name, address and telephone number;

(2) The rule or statute, or order referred to;

(3) A statement of facts supporting the petitioner's request for a declaratory ruling;

(4) A concise statement of the manner in which the petitioner is aggrieved by the rule, statute, or standard, or its potential application to the petitioner;

(c) The Board may request the following in addition to information required in (b) of this Rule:

(1) A statement of any legal authorities, in support of the interpretation given the statute or rule by the petitioner;

(2) A statement of the practices or procedures likely to be affected by the requested declaratory ruling and the persons likely to be affected by the ruling.

(3) A draft of the declaratory ruling sought by the petitioner, if a specified outcome is sought by the petitioner; and

(4) A statement of whether the petitioner desires to present oral argument.

(d) All requests for declaratory rulings shall be delivered to the Board at the address listed in .0102 of this Section.

*History Note: Authority G.S. 62A-42; 150B-4;*

*Eff.:*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0112 is proposed for adoption as follows:

**09 NCAC 06C .0112      RESPONSE TO A REQUEST FOR A DECLARATORY RULING**

(a) The Board shall consider the request within 30 days of receipt. The Board shall issue a ruling except:

- (1) When the Board finds that the person making the request is not a "person aggrieved," as defined in G.S. 150B-2(6);
- (2) When the Board finds, in a request concerning the validity of a rule, that the rulemaking record shows that the agency considered all factors identified by the petitioner as specific or relevant when the rule in question was adopted;
- (3) When the Board finds that the person requesting the ruling is not directly or indirectly affected substantially in his person, property, or public office or employment by the rule, statute, or order of the Board which is the subject of the request;
- (4) When the petition does not state with enough specificity the factual situation involved, or the question is presented in such a manner that the Board cannot determine what the question is, or that the Board cannot respond with a specific ruling that shall be binding on all parties;
- (5) When the Board has made a determination in a similar contested case, or where the factual context being raised for a declaratory ruling was specifically considered upon the adoption of the rule or directive being questioned, as evidenced by the rulemaking record; or
- (6) Where the subject matter of the request is involved in pending litigation or contested case in any state or federal court in North Carolina.

(b) The Board shall, not later than the 45th day after receiving such a request, deposit in the United States mail, postage prepaid, a written statement addressed to the person making the request and setting forth the ruling on the merits of the request for a declaratory ruling, or setting forth the reason the ruling was not made, as the case may be. The Board may rule at any meeting convened to consider the request, or defer the ruling until a later date, but not later than the 45th day after the request for a ruling is received. The Board may gather additional information, may give notice to other persons and may permit such other persons to submit information or arguments under such conditions as are set forth in any notice given to the requesting party.

*History Note:* Authority G.S. 62A-42; 150B-4;

*Eff.*

Text changes are highlighted for ease of review.

~~Blacklined~~ text is struck.

09 NCAC 06C .0113 is proposed for adoption as follows:

**09 NCAC 06C .0113 EFFECT OF A DECLARATORY RULING**

For purposes of this Section, a declaratory ruling shall be deemed to be in effect until:

(1) The portion of the statute or rule interpreted by the declaratory ruling is amended or repealed;

(2) The Board changes the declaratory ruling prospectively; or

(3) Any court sets aside the ruling.

History Note: Authority G.S. 62A-42; 150B-4;

Eff.



Text changes are highlighted for ease of review.

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09 NCAC 06C .0114 is proposed for adoption as follows:

**09 NCAC 06C .0114      RECORD OF RULING**

A record of all declaratory ruling proceedings shall be maintained at the Board's office and shall be available for public inspection during business hours.

History Note:      Authority G.S. 62A-42; 150B-4;

Eff.

Text changes are highlighted for ease of review.

Blacklined text is struck.

09 NCAC 06C .0201 is proposed for adoption as follows:

## SECTION .0200 – PUBLIC SAFETY ANSWERING POINTS (PSAPS)

### **09 NCAC 06C .0201 PSAP ELIGIBILITY**

Before receiving distributions from the 911 Fund, a primary PSAP shall meet the following criteria and certify to the same:

- (a) The PSAP is separately identified in its governing agency's budget and in any audit conducted under the Local Government Budget and Fiscal Control Act.
- (b) The PSAP meets the definition of primary PSAP under G.S. 62A-40. Callers shall be able to reach the PSAP by placing a call using only the digits 911. The PSAP shall operate an Enhanced 911 system.
- (c) The PSAP equipment vendor or a service provider operating in the PSAP's jurisdiction shall also certify that the PSAP is capable of receiving and dispatching Phase I wireless Enhanced 911 service. If neither an equipment vendor nor a service provider is available, a city or county may use certification from a technology specialist ~~satisfactory to the Board to meet this requirement~~ who demonstrates compliance with FCC regulation 47 C.F.R. 20.18.
- (d) Provide copies of all documentation evidencing agreements with other PSAPs governing the manner in which 911 Funds are used in overlapping geographic service areas, as identified by zip code or other identifier such as telephone exchange or township.

*History Note: Authority G.S. 62A-46;*

*Eff.*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0202 is proposed for adoption as follows:

**09 NCAC 06C .0202 PSAP ELIGIBLE EXPENSES**

(a) Expenses that are solely incurred to enable a PSAP to receive and utilize the voice and data elements necessary for wireline 911 and wireless Phase I or Phase II compliance may be fully paid from a PSAP's 911 Fund distributions if approved by the Board. Eligible lease, purchase, and maintenance expenses for emergency telephone equipment include 911 telephone equipment/system costs.

(1) Eligible costs for necessary computer hardware include Computer Aided Dispatch (CAD) workstation computers, servers, and ancillary equipment; GIS workstation computers, servers, and ancillary equipment; and voice logging recorder computers.

(2) Eligible costs for necessary computer software include software used in conjunction with the computer hardware to provide callers with access to the PSAP by dialing 911.

(3) Database provisioning includes creation of the automatic location identification (ALI) database and the GIS base map database.

(4) GIS base map eligible expenses include mapped street centerlines, together with costs for creation and maintenance of the base map.

(5) Nonrecurring costs of establishing a wireless Enhanced 911 system include emergency generator or uninterruptible power supplies, and telecommunicator furniture necessary for 911 system operation.

(6) Rates associated with local telephone companies' charges related to the operation of the 911 system include monthly charges for delivery of 911 calls, automatic number identification (ANI), ALI, and monthly charges for telephone interpreter services.

(b) A PSAP may submit a request for approval for an expense by identifying the expense item together with an explanation of the necessity of the expense item to the Executive Director. The 911 Board shall publish and periodically revise a list of eligible expenditures standards.

(c) Ineligible costs include:

(1) Basic termination charges incurred due to the disconnection of telephone equipment to be replaced with 911 equipment;

(2) Capital outlay expenditures, such as buildings, remodeling, communication towers and equipment not directly related to providing the user of a voice communications service connection access to a PSAP by dialing the digits 911;

(3) Mobile or base station radios, pagers, or other devices used for response to, rather than receipt of, 911 calls, including mobile data terminals (MDT) and automatic vehicle location (AVL) systems used in response vehicles;

(4) Seven-digit transfer-to-lines;

(5) Private line circuit costs;

(6) Directory listings; and

Text changes are highlighted for ease of review.

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(7) Maintenance costs for radio equipment or other miscellaneous equipment not necessary to provide the user of a voice communications service connection access to a PSAP by dialing the digits 911.

*History Note:* Authority G.S. 62A-46(c);

*Eff.* \_\_\_\_\_

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Text changes are highlighted for ease of review.

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09 NCAC 06C .0203 is proposed for adoption as follows:

**09 NCAC 06C .0203      TERMINATION AND SUSPENSION OF 911 FUND DISTRIBUTIONS**

(a) A primary PSAP operated by or for a local government that is not identified or included in its governing agency's budget or in any audit conducted pursuant to the Local Government Budget and Fiscal Control Act shall not be eligible for distributions from the 911 Fund.

(b) 911 Fund distributions that lapse due to termination of a primary PSAP shall be re-allocated by the Board.

(c) 911 Fund distributions that are suspended shall be maintained by the Board until such time as the PSAP entitled to such distributions complies with the requirements of applicable statutes, these rules, and the Board's standards, policies and procedures.

(d) Primary PSAPs that cease independent operation due to consolidation with other such PSAPs, or that are consolidated with newly formed PSAPs, shall give notice to the Board. Distributions for such PSAPs shall be allocated to the consolidated PSAP upon the Board's approval of such distributions.

History Note:      Authority G.S. 62A-46; 62A-48;

Eff.

Text changes are highlighted for ease of review.

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09 NCAC 06C .0204 is proposed for adoption as follows:

**09 NCAC 06C .0204 PSAP REPORTING**

~~(a) The 911 Board shall establish annual reporting dates for PSAPs to shall provide information necessary for determining 911 Fund distributions on or before September 1 of each year.~~

(a) PSAPs shall submit information to the Board submitted shall including Any PSAP receiving or requesting 911 Fund distributions must submit a copy of its the PSAP's governing agency's approved budget to the Board detailing the revenues and expenditures associated with the operation of its 911 system by the annual reporting date established by the Board each year or as requested by the Board. Theand a report shall be on a form provided by the Board and shall include information including installation schedules, installation expenses, anticipated 911 system changes, other system related costsexpenses and other information deemed necessary by the Board or by the PSAP to ensure funding in compliance with G.S. 62A-46.

(b) If a PSAP fails to report its revenues and expenditures of the annual reporting date of each year or as requested by the Board, the Board shall inform the PSAP's governing agency. by certified mail. The notice shall also inform the governing agency that failure to provide the requested information within 15 days shall be cause for suspension of monthly PSAP fund distributions until the information is received. The notice shall further inform the governing agency that continuing failure to provide the information shall result in a report to the North Carolina Local Government Commission of the PSAP's failure.

(c) If after 60 days from September 1 the annual reporting date of each year or the date requested by the Board under (b) above the financial information is still not received, the Board shall submit written notice to the North Carolina Local Government Commission of the PSAP's failure to respond to the requested information. A copy of the notice to the North Carolina Local Government Commission shall also be sent to the PSAP manager and the governing agency.

(d) Each county or municipality shall submit a list of PSAPs operating within its jurisdiction each year; or, if none are known, a statement to that effect.

*History Note: Authority G.S. 62A-4; 62A-46;*

*Eff.*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0205 is proposed for adoption as follows:

**09 NCAC 06C .0205      COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP).**

(a) Each PSAP shall have a written Comprehensive Emergency Management Plan (CEMP) that includes:

(1) An emergency fire plan.

(2) A damage control plan, and

(3) A back-up PSAP plan that includes alternate 911 call routing conforming to 47 C.F.R. 20.18 and

G.S. 62A-49.

(b) The PSAP shall test each component plan and the CEMP at least once annually.

*History Note:* Authority G.S. 62A-42; 62A-46; 62A-49; 47 C.F.R. 20.18;

Eff.

Text changes are highlighted for ease of review.

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09 NCAC 06C .0206 is proposed for adoption as follows:

**09 NCAC 06C .0206 BACK-UP PSAPs**

(a) Each Primary PSAP shall establish a back-up PSAP or have an arrangement for back-up provided by another PSAP. Agencies may also pool resources and create regional back-up centers. ~~A Primary PSAP must establish an alternate method for have a back up PSAP for receiving and processing 911 calls to ensure 911 service continues when the Primary PSAP becomes inoperable.~~

(b) Back-up Plan. There shall be a local management approved, written, dated, and annually tested back-up PSAP plan.

(c) The Board shall disburse 911 Funds for back-up PSAPs to the extent eligible expenses are incurred for such PSAPs, and provided:

~~(1) A written determination for the need of a back up PSAP is provided to the 911 Board;~~

~~(2) (1) A back-up PSAP plan supporting the written determination is submitted to the 911 Board. The plan shall include start-up costs, projected recurring expenses, and any local agreements which may exist, or which are anticipated, that provide for the back-up PSAP. The Board approves the plan submitted;~~

~~(3) The plan includes any local agreements which may exist, or which are anticipated, which provide for the back up PSAP;~~

~~(3) (2) Once the plan has been approved, annual reports regarding the back up PSAP are made to the 911 Board; and~~

~~(4) (2) Any back-up PSAP plan revisions have been provided to the 911 Board staff.~~

(d) The Back-up PSAP shall be capable, when staffed, of performing the emergency functions performed at the primary PSAP.

(e) The Back-up PSAP shall be separated geographically from the primary PSAP at a distance that ensures the survivability of the alternate center.

(f) Each PSAP shall develop a formal written plan to maintain and operate the Back-up PSAP or if back-up is provided by another PSAP a formal written plan that defines the duties and responsibilities of the alternate PSAP.

(1) The plan shall include the ability to reroute incoming 911 call traffic to the back-up center and to process and dispatch 911 calls at that center.

(2) The plan shall be included in the Comprehensive Emergency Management Plan (CEMP).

(g) The PSAP shall be capable of continuous operation long enough to enable the transfer of operations to the Back-up PSAP in the event of an emergency in the PSAP or in the building that houses the PSAP.

Note: Alternate methods for receiving and processing 911 calls may include interlocal agreements among one or more PSAPs for sharing physical resources, entail use of portable equipment which could be temporarily implemented wherever appropriate network connectivity is accessible, construction and maintenance of a back-up PSAP facility that would only be utilized when the Primary PSAP is inoperable, or other alternative solution.



Text changes are highlighted for ease of review.

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1 History Note: ~~Authority G.S. 62A-42(a);~~

2 Eff.

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Text changes are highlighted for ease of review.

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09 NCAC 06C .0207 is proposed for adoption as follows:

**09 NCAC 06C .0207 PSAP OPERATIONS AND MANAGEMENT**

**(a) Personnel:**

(1) ~~PSAP~~ All equipment and systems shall be under the ~~control~~ oversight of an ~~responsible~~ employee or employees of the PSAP ~~served by the systems.~~

(2) The PSAP Emergency services dispatching entities shall have trained and qualified technical assistance available for trouble analysis and repair by in-house personnel or by authorized outside contract maintenance services. Where maintenance is provided by an organization or person other than an employee of the PSAP complete written records of all installation, maintenance, test, and extension of the system shall be forwarded to the responsible employee of the PSAP. Maintenance performed by an organization or person other than an employee of the PSAP shall be by written contract that contains a guarantee of performance.

~~(3) Where maintenance is provided by an organization or person other than an employee of the PSAP complete written records of all installation, maintenance, test, and extension of the system shall be forwarded to the responsible employee of the PSAP.~~

~~(4) Maintenance performed by an organization or person other than an employee of the PSAP shall be by written contract that contains a guarantee of performance.~~

~~(5) (3) The PSAP shall have a written local management approved access control plan.~~

~~(6) (3) Maintenance personnel other than an employee of the PSAP shall be approved by the PSAP pursuant to the approved its access controls plan as offering presenting no threat to the security of the facility or the employees and equipment within it.~~

~~(7) (4) All equipment shall be accessible to the PSAP for the purpose of maintenance.~~

~~(8) (5) At least one supervisor or lead qualified and trained as a telecommunicator shall be available to respond immediately define at all times 24 hours per day, 7 days per week, 52 weeks per year.~~

~~(7) (6) When a device monitoring the 911 system for integrity indicates that trouble has occurred, the telecommunicator shall act as follows:~~

(A) Take appropriate steps to repair the fault; and

(B) Isolate the fault and notify the official responsible for maintenance if repair is not possible.

**(b) Time:**

(1) The clock for the main recordkeeping device in the PSAP shall be ~~synchronized with all timekeeping devices in the 911 system.~~

(2) All timekeeping devices in the PSAP shall be maintained within ~~±5~~ plus or minus five seconds of the main recordkeeping device clock.

**(c) Recording:**

(1) PSAPs shall have a logging voice recorder with one channel for each of the following:

Text changes are highlighted for ease of review.

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- 1 (A) ~~Each~~ Transmitted or received emergency radio channel or talk group;
- 2 (B) ~~Each~~ Voice dispatch call for service circuit; and
- 3 (C) ~~Each~~ Telecommunicator telephone that receives 911 calls for service.
- 4 (2) Each telecommunicator ~~position workstation~~ shall have the ability to ~~instantly~~ recall telephone and
- 5 radio recordings from that ~~position workstation~~ without delay.
- 6 (3) 911 calls that are transmitted over the required dispatch circuit(s) shall be automatically recorded,
- 7 including the dates and times of transmission.
- 8 (d) Quality Assurance/Improvement:
- 9 (1) PSAPs shall establish a quality assurance/improvement ~~process~~ to ensure the consistency and
- 10 effectiveness of 911 call ~~taking~~ processing.
- 11 (2) Statistical analysis of 911 call ~~taking~~ and dispatch performance measurements shall be completed
- 12 monthly, ~~and~~ compiled over a one year period ~~and retained as operational records under Rule~~
- 13 ~~.0215.~~

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15 History Note: Authority G.S. 62A-42(a)(4), 62A-46(3), 62A-46(e);

16 Eff.

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Text changes are highlighted for ease of review.

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09 NCAC 06C .0208 is proposed for adoption as follows:

**09 NCAC 06C .0208 TELECOMMUNICATOR QUALIFICATIONS, TRAINING AND STAFFING**

~~(a) Telecommunicators, supervisors and other personnel that receive 911 calls shall be qualified and trained in the knowledge, skills, and abilities necessary to complete the call taking process.~~

~~(1) Telecommunicators and supervisors shall be qualified and trained in the knowledge, skills, and abilities related to their job function.~~

~~(2) Telecommunicators and supervisors shall have knowledge of the function of all communications equipment and systems in the PSAP.~~

~~(3) Telecommunicators and supervisors shall know the rules and regulations that relate to equipment use, including those of the Federal Communications Commission that pertain to emergency service radio use.~~

~~(4) Telecommunicators and supervisors shall be capable of operating and testing the communications equipment they are assigned to operate.~~

~~(5) Telecommunicators and supervisors shall receive training to maintain the skill level appropriate to their positions.~~

~~(6) Telecommunicators and supervisors shall be trained in TDD/TTY procedures, with training provided at a minimum of once per year as part of the Annual Training.~~

~~(a) Staffing.~~

~~(a) There shall be sufficient telecommunicators available to effect the prompt receipt and processing of emergency complete the call taking process for 911 calls needed to meet this Rule.~~

~~(b) Where communications systems, computer systems, staff, or facilities are used for both emergency and non-emergency functions, the non-emergency use shall not degrade or delay use of those resources for 911 operations.~~

~~(c) A PSAP shall handle emergency 911 calls for service and completing the call taking process dispatching in preference shall have priority above nonemergency activities.~~

~~(d) The PSAP and emergency response agencies shall develop written standard operating procedures that identify when a dedicated telecommunicator is required to be assigned to an emergency incident. The PSAP shall provide standard operating procedures to its telecommunicators.~~

~~(C) The PSAP shall provide standard operating procedures to its telecommunicators.~~

~~(e) Telecommunicators shall not be assigned any duties prohibiting them from immediately receiving and processing emergency 911 calls and completing the call taking process for service in accordance with the time frame specified in Rule 06C.0209(a) and the PSAP standard operating procedures.~~

*History Note: Authority G.S. 62A-42(a)(4);*

*Eff.*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0209 is proposed for adoption as follows:

**09 NCAC 06C .0209 PSAP 911 CALL OPERATING PROCEDURES**

**(a) Operating Procedures.**

(a) ~~Ninety (90) percent of 911 calls received on emergency lines shall be answered within ten (10) seconds, and ninety-five (95) percent of 911 calls received on emergency lines shall be answered within twenty (20) seconds.~~

~~Compliance with (d)(1) The PSAP and the Board shall evaluate call answering times shall be evaluated monthly by the using data from the previous month.~~

~~(b) The PSAP is required to shall provide pre-arrival medical protocols as set forth by the North Carolina Office of Emergency Services, Health and Human Services in the initial call reception or by the responsible EMS provider on behalf of the primary answering point.~~

~~(3) For law enforcement purposes, the PSAP shall determine time frames allowed for completion of dispatch.~~

~~(b) When emergency 911 calls need to be transferred to another PSAP, the telecommunicator shall transfer the call without delay. The telecommunicator shall advise the caller of the transfer: "Please do not hang up; I am connecting you with (name of the agency)." The telecommunicator shall remain on the line maintain the call connection until it is certain that the transfer is affected should stay on the line until the connection is complete and verified by the agency receiving the call transfer.~~

~~(5) The PSAP shall transfer calls for services as follows:~~

~~(A) The call for service shall be transferred directly to the telecommunicator.~~

~~(B) The transferring agency shall remain on the line until it is certain that the transfer is affected.~~

~~(C) The transfer procedure shall be used on emergency 911 calls.~~

~~(6) All calls for service, including requests for additional resources, shall be transmitted to the identified Emergency Response Units over the required dispatch systems.~~

~~(c) An indication of the status of all Emergency Response Units (ERU) shall be available to Telecommunicators at all times.~~

~~(8) Records of the dispatch of Emergency Response Units to call for services shall be maintained and shall identify the following:~~

~~(A) Unit designation for each Emergency Response Unit (ERU) dispatched;~~

~~(B) Time of dispatch acknowledgment by each ERU responding;~~

~~(C) En route time of each ERU;~~

~~(D) Time of arrival of each ERU at the scene;~~

~~(E) Time of patient contact, if applicable;~~

~~(F) Time each ERU is returned to service; and~~

~~(9) All emergency response agencies shall use common terminology and integrated incident communications.~~

Text changes are highlighted for ease of review.

Blacklined text is struck.

(10) ~~When the device monitoring the system for integrity indicates that trouble has occurred, the telecommunicator shall act as follows:~~

(A) ~~Take appropriate steps to repair the fault; and~~

(B) ~~Isolate the fault and notify the official responsible for maintenance if repair is not possible.~~

(d) The PSAP shall establish and maintain standard operating procedures including: ~~but not be limited to the following:~~

(1) ~~All standardized~~ Procedures that the telecommunicator is expected to perform without direct supervision. To specify operations, facilities, and communications systems that receive 911 calls from the public;

(2) ~~An implementation plan that meets the requirements of a formal plan to maintain and operate the backup PSAP for testing and fail-over operation to a back-up PSAP pursuant to Rule 06C.0206;~~

(3) Procedures related to the CEMP ~~required in Rule .0205 of this Section;~~

(4) Emergency response personnel emergencies;

(5) Activation of an emergency distress function;

(6) Assignment of incident radio communications plan;

(7) Time limit for acknowledgment by units that have been dispatched;

(8) ~~Responding to and processing TDD /TTY calls or other calls from hearing impaired callers;~~

(9) To provide requirements for dispatching of appropriate emergency response personnel. Communications between the PSAP and emergency response agencies;

(10) ~~A policy that limits access to the PSAP to authorized personnel;~~

(11) ~~Procedures for answering open-line or "silent calls"; and~~

(12) ~~Maintaining training records for each employee as required by the PSAP.~~

(12) ~~Every PSAP shall have a comprehensive regional emergency communications plan as part of the CEMP.~~

(A) ~~The emergency communications plan shall provide for real time communications between organizations responding to the same emergency incident.~~

(B) ~~This emergency communications plan shall be exercised at least once a year.~~

(C) ~~In the event that an ERU has not acknowledged its dispatch/response within the time limits established by the PSAP, the telecommunicator shall perform one or more of the following:~~

(i) ~~Attempt to contact the ERU(s) by radio;~~

(ii) ~~Re-dispatch the ERU (s) using the primary dispatch system;~~

(iii) ~~Dispatch the ERU(s) using the secondary dispatch system; or~~

(iv) ~~Initiate two-way communication with the ERU's supervisor.~~

(13) ~~The PSAP shall develop and implement standard operating procedures for responding to and processing TDD /TTY calls.~~

Text changes are highlighted for ease of review.

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1       ~~(14) Calls received as an open line or "silent call" shall be queried as a TDD/TTY call if no~~  
2       ~~acknowledgment is received by voice.~~

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4       *History Note: Authority G.S. 62A-42(a)(4);*

5       *Eff.*

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Text changes are highlighted for ease of review.

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09 NCAC 06C .0210 is proposed for adoption as follows:

**09 NCAC 06C .0210 PUBLIC SAFETY ANSWERING POINT (PSAP) FACILITIES**

~~(a) General. To establish the required levels of performance and quality of installations of emergency services communications systems.~~

~~(1) Any Primary PSAP, Backup PSAP, and Secondary PSAP that receives 911 Funds from the NC 911 Board shall comply with all NC 911 Board Rules.~~

~~(2) (a) All 911 system equipment, software, and services used in the daily operation of the PSAP shall be kept in working order at all times implemented and maintained to ensure continuity of 911 call taking.~~

~~(3) The PSAP shall be provided with an alternate means of communication that is compatible with the alternate means of communication provided at the Emergency Response Facilities (ERFs).~~

~~(A) The alternate means of communication shall be readily available to the telecommunicator in the event of failure of the primary communications system.~~

~~(B) Telecommunicators shall be trained and capable of using the alternate means of communication in the event of failure of the primary communications system.~~

~~(4) Each PSAP shall maintain a Backup PSAP or have an arrangement for backup provided by another PSAP. Agencies may also pool resources and create regional backup centers.~~

~~(A) The Backup PSAP shall be capable, when staffed, of performing the emergency functions performed at the primary PSAP.~~

~~(B) The Backup PSAP shall be separated geographically from the primary PSAP at a distance that ensures the survivability of the alternate center.~~

~~(C) Each PSAP shall develop a formal written plan to maintain and operate the Backup PSAP or if backup is provided by another PSAP a formal written plan that defines the duties and responsibilities of the alternate PSAP.~~

~~(i) The plan shall include the ability to reroute incoming emergency 911 call traffic to the backup center and to process and dispatch emergency 911 calls at that center.~~

~~(ii) The plan shall be included in the Comprehensive Emergency Management Plan (CEMP).~~

~~(5) The PSAP shall be capable of continuous operation long enough to enable the transfer of operations to the Backup PSAP in the event of an emergency in the PSAP or in the building that houses the PSAP.~~

~~(6) (1) Systems that are essential to the operation of the PSAP shall be designed to accommodate peak workloads.~~

~~(7) (2) PSAPs shall be designed to accommodate the staffing level necessary to accommodate peak workloads. operate the center as required by the Rules set herein.~~



Text changes are highlighted for ease of review.

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(8) The design of the PSAP shall be based on the number of personnel needed to handle peak workloads as required by the Rules set herein.

(9) Each PSAP shall have a written Comprehensive Emergency Management Plan (CEMP).

(10) Emergency Fire Plan. There shall be a local management approved, written, dated, and annually tested emergency fire plan that is part of the CEMP.

(11) Damage Control Plan. There shall be a local management approved, written, dated, and annually tested damage control plan that is part of the CEMP.

(12) Backup Plan. There shall be a local management approved, written, dated, and annually tested backup PSAP plan that is part of the CEMP and approved by the NC 911 Board.

(13) (4) Penetrations into the PSAP shall be limited to those necessary for the operation of the center.

(b) Power.

(1) At least two independent and reliable power sources, one primary and one secondary, shall be provided. Each shall be of adequate capacity for operation of the PSAP.

(2) Power sources shall be monitored for integrity, with annunciation provided in the operations room. One of the following shall supply primary power:

(A) A feed from a commercial utility distribution system;

(B) An engine-driven generator installation or equivalent designed for continuous operation, where with a person specifically trained in its operation is on duty at all times; or

(C) An engine-driven generator installation or equivalent arranged for cogeneration with commercial light and power, where with a person specifically trained in its operation is on duty or available at all times.

(3) Secondary Power Source. Primary Power Source. One of the following shall supply primary power:

(A) The secondary power source shall consist of one or more standby engine-driven generators. The PSAP shall ensure that a person specifically trained in its operation is on duty or available at all times. A feed from a commercial utility distribution system;

(B) Upon failure of primary power, transfer to the standby source shall be automatic. An engine driven generator installation or equivalent designed for continuous operation, wherewith a person specifically trained in its operation is on duty at all times; or

(C) An engine driven generator installation or equivalent arranged for cogeneration with commercial light and power, wherewith a person specifically trained in its operation is on duty or available at all times.

(4) Engine-driven generators shall be sized to supply power for the operation of all functions of the PSAP.

(A) When installed indoors, engine-driven generators shall be located in a ventilated and secured area that is separated from the PSAP by fire barriers having a fire resistance rating of at least 2 hours.

Text changes are highlighted for ease of review.

Blacklined text is struck.

- 1 (B) When installed outdoors, engine-driven generators shall be located in a secure enclosure.
- 2 (C) The area that houses an engine-driven generator shall not be used for storage other than
- 3 spare parts or equipment related to the generator system.
- 4 (D) Fuel to operate the engine-driven generator for a minimum of 24 hours at full load shall
- 5 be available on site.
- 6 (E) Equipment essential to the operation of the generator shall be supplied with standby
- 7 power from the generator.
- 8 (F) Generators shall not use the public water supply for engine cooling.
- 9 (5) A Stored Emergency Power Supply System (SEPSS) shall be provided for telecommunications
- 10 equipment, two-way radio systems, computer systems, and other electronic equipment determined
- 11 to be essential to the operation of the PSAP.
- 12 (A) The SEPSS shall be of a class that is able to maintain essential operations long enough to
- 13 implement the formal Comprehensive Emergency Management Plan.
- 14 (B) The instrumentation required to monitor power shall be remotely annunciated in the
- 15 operations room.
- 16 (6) Power circuits shall include their associated motors, generators, rectifiers, transformers, fuses, and
- 17 controlling devices.
- 18 (7) The power circuit disconnecting means shall be installed so that it is accessible only to authorized
- 19 personnel.
- 20 (8) "Surge Arresters" otherwise known as "Transient Voltage Surge Suppression (TVSS)" shall be
- 21 provided for protection of telecommunications equipment, two-way radio systems, computers, and
- 22 other electronic equipment determined to be essential to the operation of the PSAP.
- 23 (9) Isolated Grounding System. Telecommunications equipment, two-way radio systems, computers,
- 24 and other electronic equipment determined to be essential to the operation of the PSAP shall be
- 25 connected to an isolated grounding system.
- 26 (10) Engine driven generators shall be sized to supply power for the operation of all functions of the
- 27 PSAP.
- 28 (A) When installed indoors, engine driven generators shall be located in a ventilated and
- 29 secured area that is separated from the PSAP by fire barriers having a fire resistance
- 30 rating of at least 2 hours.
- 31 (B) When installed outdoors, engine driven generators shall be located in a secure enclosure.
- 32 (C) The area that houses an engine driven generator shall not be used for storage other than
- 33 spare parts or equipment related to the generator system.
- 34 (D) Fuel to operate the engine driven generator for a minimum of 24 hours at full load shall
- 35 be available on site.
- 36 (E) Equipment essential to the operation of the generator shall be supplied with standby
- 37 power from the generator.

Text changes are highlighted for ease of review.

Blacklined text is struck.

(F) ~~Generators shall not use the public water supply for engine cooling.~~

~~(11)~~ (10) Uninterruptible Power Supply (UPS) and Battery Systems. A UPS and battery system shall be installed in accordance with local, State, and the Federal safety regulations and be sufficient to prevent power surges from damaging equipment in the PSAP as well as provide power for all essential 911 Center operations until the back-up power source can be fully activated.

(A) Each UPS shall be provided with a bypass switch that maintains the power connection during switch over and is capable of isolating all UPS components while allowing power to flow from the source to the load.

(B) The following UPS conditions shall be annunciated in the operations room:

(i) Source power failure, overvoltage, and under-voltage;

(ii) High and low battery voltage; and

(iii) UPS in bypass mode.

(C) The UPS and Battery Systems shall be capable of providing power for the PSAP when the Primary Power Source is not functioning but the duration of the outage is not sufficient to activate the Secondary Power Source.

History Note: Authority G.S. 62A-42;

Eff.

Text changes are highlighted for ease of review.

Blacklined text is struck.

09 NCAC 06C .0211 is proposed for adoption as follows:

**09 NCAC 06C .0211      TELEPHONES**

~~(a) Telephone Receiving Equipment. The provisions of this Rule shall apply to facilities and equipment that receive emergency 911 calls transmitted by means of any voice communications service.~~

~~(b)~~ (a) Equipment and Operations.

(1) PSAPs shall be equipped with telephone lines and telephone devices ~~shall be provided~~ as follows:

(A) A minimum of two 911 telephone lines and 911 telephone devices shall be assigned exclusively for receipt of 911 calls. These lines shall appear on at least two telephone devices within the PSAP.

(B) Additional 911 telephone lines and 911 telephone devices shall be provided as ~~required~~ necessary for the volume of calls handled by the PSAP.

(C) Additional telephone lines shall be provided for the normal business (non-emergency) use as needed.

(D) At least one outgoing-only line and telephone device shall be provided.

(2) 911 lines and 911 telephone devices shall be answered prior to non-emergency telephone lines and non-emergency telephone devices.

(3) When all 911 telephone lines and 911 telephone devices are in use, 911 calls shall ~~hunt be routed~~ to other predetermined telephone lines and telephone devices that shall be monitored for integrity, and that are approved by the PSAP.

(4) Calls to the business number shall not hunt to the designated emergency lines.

(5) When transferring a 911 call pursuant to Rule .0209(c) a PSAP receives an emergency 911 call for a location or an agency that is not in its jurisdiction, the PSAP shall transfer the call data directly to the responsible designated PSAP when possible. When possible the call data will be transferred with the emergency 911 call. If the call data transfer method is not possible, call information data shall be relayed by the telecommunicator.

(A) ~~The telecommunicator shall remain on the line until it is certain that the transfer has been made and the originating telecommunicator verifies the transfer has been successfully completed by hearing both parties speaking to each other.~~

(6) All 911 calls shall be recorded.

~~(e)~~ (b) Circuits/Trunks.

(1) PSAPs shall have at least two 911 call delivery paths with diverse routes arranged so that no single incident interrupts both routes. ~~shall be provided to each PSAP.~~

(2) Where multiple PSAPs that serve a jurisdiction are not located in a common facility, at least two circuits with diverse routes, arranged so that no singular incident interrupts both routes, shall be provided between PSAPs.

Text changes are highlighted for ease of review.

Blacklined text is struck.

(3) The PSAP shall have sufficient 911 trunk capacity to receive 99.9% of all calls during the busiest hour of the average week of the busiest month of the year.

~~(d), (e)~~ 911 Number Alternative Routing:

(1) PSAPs shall maintain a written plan as part of the Comprehensive Emergency Management Plan (CEMP) for rerouting incoming calls on 911 emergency lines when the center is unable to accept such calls.

(2) The PSAP shall practice this plan at least once annually.

(3) ~~Where overflow calls to 911 emergency telephone lines and emergency telephone devices are routed to alternative telephone lines and alternative telephone devices within the PSAP, the alternative telephone lines and alternative telephone devices shall be monitored for integrity and recorded as required by these Rules, and by the Board's standards, policies and procedures for the replaced lines and devices.~~

*History Note: Authority G.S. 62A-42;*

*Eff. July 1, 2012*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0212 is proposed for adoption as follows:

**09 NCAC 06C .0212      DISPATCHING SYSTEMS**

**(a) Fundamental Requirements of 911-call Dispatching Systems.**

(a) A 911 call dispatching system shall be designed, installed, operated, and maintained to provide for the receipt and retransmission of calls.

(b) Telecommunicators who receive 911 calls shall have redundant means within the PSAP premises to dispatch calls.

(c) The failure of any system component or one dispatching means shall not affect the operation of the alternative another dispatching means, and vice versa.

(b) Primary dispatch paths and devices upon which transmission and receipt of emergency 911 calls depend shall be monitored constantly for integrity to provide prompt warning of trouble that impacts operation.

(1) Trouble signals shall actuate an audible device and a visual signal located at an constantly attended location.

(2) The audible alert trouble signals from the fault and failure monitoring mechanism shall be distinct from the audible alert emergency alarm signals.

(3) The audible trouble signal shall be permitted to be common to several monitored circuits and devices.

(4) A switch for silencing the audible trouble signal shall be permitted if the visual signal continues to operate until the silencing switch is restored to the designated normal position.

(5) Where dispatch systems use computer diagnostic software, monitoring of the primary dispatch circuit components shall be routed to a dedicated terminal(s) that meets the following requirements:

(A) It shall be located within the communications center; and

(B) It shall not be used for routine dispatch activities.

(c) (b) The radio communications system, dispatch paths and devices necessary to complete 911 call taking shall be monitored for integrity shall to detect faults and failures, in the following ways: Detected faults and failures in the radio communications system shall cause audible or visual indications to be provided an attended location within the PSAP.

(1) Monitoring for integrity shall detect faults and failures in the radio communications system; and

(2) Detected faults and failures in the radio communications system shall cause audible or visual indications to be provided within the PSAP.

*History Note: Authority G.S. 62A-42;*

*Eff. July 1, 2012*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0213 is proposed for adoption as follows:

**09 NCAC 06C .0213      COMPUTER AIDED DISPATCHING (CAD) SYSTEMS**

**(a) General.**

(1) PSAPs shall use computer-aided dispatching (CAD) systems. These systems shall conform to the Rules in this Section. The CAD system shall contain all hardware and software components necessary for interface with the 911 system.

(2) The CAD system shall contain all hardware and software components necessary for interface with the 911 system.

(1) The PSAP shall provide software that is for or part of The CAD system shall that will provide include data entry; resource recommendations, notification, and tracking; store records relating to all 911 calls and all other calls for service and status changes; and track those resources before, during, and after emergency calls, preserving records of those 911 calls and status changes for later analysis.

(2) The CAD system shall include a data back-up system, utilizing either removable media or independent disk storage arrays dedicated to the back-up task and additional equipment as needed.

(3) The failure of any single component shall not disable the entire system.

(A) The CAD system shall provide automatic switchover in case of failure of the required system component(s).

(B) Manual intervention by telecommunicators or others shall not be required.

(C) Notwithstanding automatic switchover, the CAD system shall provide the capability to manually initiate switchover.

(D) CAD Systems that utilize server and workstation configuration shall accomplish automatic switchover by having a duplicate server available with access to all the data necessary and required to restart at the point where the primary server stopped.

(E) CAD Systems that utilize distributed processing, with workstations in the operations room also providing the call processing functions, shall be considered to meet the requirements of automatic switchover, as long as all such workstations are continually sharing data and all data necessary to pick up at the point where the failed workstation stopped are available to all other designated dispatch workstations.

**(4) Monitoring for Integrity.**

(A) The system shall continuously monitor the CAD interfaces for equipment failures, device exceptions, and time-outs. Upon detection of faults or failures, the system shall send an appropriate message consisting of visual and audible indications to personnel designated by the PSAP. The system shall provide A log of system messages and transactions shall be generated and retained.

Text changes are highlighted for ease of review.

Blacklined text is struck.

(B) The system shall, upon detection of faults or failures, send an appropriate message consisting of visual and audible indications.

(3) The system shall provide a log of system messages and transactions.

(4) A spare display screen, pointing device, and keyboard shall be available in the PSAP for immediate change out.

**(b) Secondary Method.**

(b) PSAPs shall maintain a secondary CAD method and shall be available for use in the event of a failure of the CAD system.

**(c) Security.**

(1) CAD systems shall utilize different levels of security to restrict unauthorized access to sensitive and critical information, programs, and operating system functions.

(2) The PSAP shall have the ability to control user and supervisor access to the various security levels.

(3) Physical access to the CAD system hardware shall be limited to authorized personnel as determined by the PSAP.

(c) Operation of the CAD system software shall be limited to authorized personnel by log-on/password control, workstation limitations, or other means as required by the PSAP.

(d) The PSAP shall provide network isolation necessary to preserve bandwidth capacity for the efficient operation of the CAD system and processing of 911 calls.

(A) The CAD system shall provide measures to prevent denial of service attacks and any other undesired access to the CAD portion of the network.

(B) The CAD system shall employ antivirus software where necessary to protect the system from infection.

**(d) Emergency 911 call Data Exchange.**

(e) The CAD system shall have the capability to allow 911 call data exchange between the CAD system and other CAD systems, and between the CAD system and other systems.

(2) The CAD system should have the capability to allow data exchange between the CAD system and other systems.

**(e) CAD Capabilities.**

(1) The installation of a CAD system in emergency service dispatching shall not negate the requirements for a secondary dispatch circuit.

(2) The PSAP shall provide software that is for or part of the CAD system that will provide data entry; resource recommendations, notification, and tracking; store records relating to all emergency 911 calls and all other calls for service and status changes; and track those resources before, during, and after emergency calls, preserving records of those emergency 911 calls and status changes for later analysis.



Text changes are highlighted for ease of review.

Blacklined text is struck.

- 1           (A) ~~The PSAP shall put in place safeguards to preserve the operation, sustainability, and~~  
2           ~~maintainability of all elements of the CAD system in the event of the demise or default of~~  
3           ~~the CAD supplier.~~
- 4           (B) ~~The system applications shall function under the overall control of a standard operating~~  
5           ~~system that includes support functions and features as required by the PSAP.~~
- 6 (f) Computer Aided Dispatch (CAD) performance configurations shall include:
- 7           (1) ~~The CAD system shall~~ Recommending units for assignment to 911 calls.
- 8           (A) ~~The CAD system shall~~ Ensuring that the optimum response units are selected.
- 9           (B) ~~The CAD system shall~~ Allowing the telecommunicator to override the CAD  
10           recommendation for unit assignment.
- 11           (C) ~~The CAD system shall have the ability to prioritize all system processes so that~~  
12           emergency operations take precedence.
- 13           (2) ~~The CAD system shall~~ Detecting and reporting errors, faults or failures.
- 14           (A) ~~The CAD system shall~~ Automatically perform all required reconfiguration as a result of  
15           errors, faults or failures.
- 16           (B) ~~The CAD system shall~~ Queue a notification message to the supervisor and any designated  
17           telecommunicator positions.
- 18           (3) ~~Under all conditions, the CAD system response time shall not exceed 2 two seconds, measured~~  
19           ~~from the time a telecommunicator completes a keyboard entry to the time of full display of the~~  
20           ~~system response at any position where a response is required.~~
- 21           (4) ~~The CAD system shall be available and fully functional 99.95 percent of the time, excluding~~  
22           ~~planned maintenance.~~
- 23           (5) ~~The CAD system shall include automatic power-fail recovery capability.~~
- 24 (g) Backup.
- 25           (1) ~~The CAD system shall include a data backup system, utilizing either removable media or~~  
26           ~~independent disk storage arrays dedicated to the backup task.~~
- 27 (h) Redundancy.
- 28           (1) ~~The failure of any single component shall not disable the entire system.~~
- 29           (A) ~~The CAD system shall provide automatic switchover in case of failure of the required~~  
30           ~~system component(s).~~
- 31           (B) ~~Manual intervention by telecommunicators or others shall not be required.~~
- 32           (C) ~~Notwithstanding automatic switchover, the CAD system shall provide the capability to~~  
33           ~~manually initiate switchover.~~
- 34           (D) ~~CAD Systems that utilize server and workstation configuration shall accomplish~~  
35           ~~automatic switchover by having a duplicate server available with access to all the data~~  
36           ~~necessary and required to restart at the point where the primary server stopped.~~

Text changes are highlighted for ease of review.

Blacklined text is struck.

1           ~~(E) CAD Systems that utilize distributed processing, with workstations in the operations~~  
2           ~~room also providing the call processing functions, shall be considered to meet the~~  
3           ~~requirements of automatic switchover, as long as all such workstations are continually~~  
4           ~~sharing data and all data necessary to pick up at the point where the failed workstation~~  
5           ~~stopped are available to all other designated dispatch workstations.~~

6           ~~(2) Monitoring for Integrity.~~

7           ~~(A) The system shall continuously monitor the CAD interfaces for equipment failures, device~~  
8           ~~exceptions, and time outs.~~

9           ~~(B) The system shall, upon detection of faults or failures, send an appropriate message~~  
10           ~~consisting of visual and audible indications.~~

11           ~~(3) The system shall provide a log of system messages and transactions.~~

12           ~~(4) A spare display screen, pointing device, and keyboard shall be available in the PSAP for~~  
13           ~~immediate change out.~~

14  
15           History Note: Authority G.S. 62A-42;

16           Eff. July 1, 2012  
17

Text changes are highlighted for ease of review.

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09 NCAC 06C .0214 is proposed for adoption as follows:

**09 NCAC 06C .0214 TESTING**

**(a) General:**

~~(1)~~ Tests and inspections of all systems necessary for receiving 911 calls and completing the call taking process shall be made at the regular intervals specified in a PSAP standard operating procedures established under conforming to Rules .0207, .0208, .0209, and .0210 of this Section.

~~(2)(b)~~ All equipment shall be restored to operating condition after each test or emergency 911 call for which the equipment functioned.

~~(3)(c)~~ When tests indicate that trouble has occurred, detect failure or poor performance anywhere on the system, one of the following shall be required: the PSAP shall take appropriate steps within their scope of training to repair the fault or isolate the failure or poor performance fault and to notify the person(s) responsible for repair/maintenance.

~~(A)~~ The telecommunicator shall take appropriate steps within their scope of training to repair the fault.

~~(B)~~ If repair is not possible, action shall be taken to isolate the fault and to notify the person(s) responsible for repair/maintenance.

~~(4)~~ Procedures that are required by other parties and that exceed the requirements of these rules shall be permitted.

~~(5)~~ The requirements of this Section shall apply to both new and existing systems.

**(b) Acceptance Testing:**

~~(1)~~ New equipment shall be provided with operation manuals that cover all operations and testing procedures.

~~(2)(d)~~ All functions of new equipment shall be tested in accordance with the manufacturers' specifications and accepted PSAP practices before being placed in service. PSAPs shall provide equipment shall be provided with operation manuals that cover all for operations and testing procedures to PSAP personnel.

**(c) Power:**

~~(1)~~ Emergency and standby power systems shall be tested in accordance with the manufacturer's specifications and accepted business practices.

*History Note: Authority G.S. 62A-42;*

*Eff. July 1, 2012*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0215 is proposed for adoption as follows:

**09 NCAC 06C .0215 RECORDS**

**(a) General.**

~~(1) Complete~~ PSAPs shall maintain records to ensure operational capability of all system functions for at least five ~~(5)~~ years.

~~(b) Acceptance Test Records and As-Built Drawings.~~ After completion of acceptance tests, the PSAP shall retain: following shall be provided:

- ~~(1) A set of reproducible, as-built installation drawings;~~
- ~~(2) Operation and maintenance manuals;~~
- ~~(3) Written sequence of operation; and~~
- ~~(4) Results of all operational tests and values at the time of installation.~~

**(c) Electronic Records.**

- ~~(1) PSAPS shall have For software-based systems, access to site-specific software for software-based systems. shall be provided to the PSAP.~~
- ~~(2) The PSAP shall be responsible for maintaining the records for the life of the system.~~
- ~~(3) Paper or electronic media shall be permitted.~~

**(d) Training Records.**

- ~~(1) Training records shall be maintained for each employee as required by the PSAP.~~

**(d) Operational Records.**

- ~~(1) Call and dispatch performance statistics shall be compiled and maintained by the PSAP.~~
- ~~(2) Statistical analysis for call and dispatch performance measurement shall be done monthly and compiled over a one (1) year period.~~
  - ~~(i) A management information system (MIS) program shall track incoming 911 calls and dispatched 911 calls and provide real-time information and strategic management reports.~~
- ~~(3) Records of the following, including the corresponding dates and times, shall be kept:~~
  - ~~(i) Test, emergency 911 call, and dispatch signals;~~
  - ~~(ii) Circuit interruptions and observations or reports of equipment failures; and~~
  - ~~(iii) Abnormal or defective circuit conditions indicated by test or inspection.~~

**(e) Maintenance Records.**

- ~~(1) Records of maintenance, both routine and emergency, shall be kept for all 911 call receiving equipment and 911 call dispatching equipment.~~
- ~~(2) All maintenance records shall include the date, time, nature of maintenance, and repairer's name and affiliation.~~

*History Note: Authority G.S. 62A-42;*

*Eff. July 1, 2012*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0216 is proposed for adoption as follows:

**09 NCAC 06C .0216 ASSESSING PSAP OPERATIONS**

(a) The Board shall conduct reviews of PSAP operations to determine whether a PSAP meets Section .0200 of these rules.

(b) A written report shall be provided to a PSAP within seven calendar days of the date of review. The report shall state any deficiencies that identify a failure to fulfill Section .0200 of these rules.

(c) The report shall include procedures to remediate deficiencies.

History Note: Authority G.S. 62A-42(A)(4), (5);

Eff.

Text changes are highlighted for ease of review.

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09 NCAC 06C .0301 is proposed for adoption as follows:

**SECTION .0300 – COMMERCIAL MOBILE RADIO SERVICE (CMRS) PROVIDERS**

**9 NCAC 06C .0301 REGISTRATION OF CMRS SERVICE PROVIDERS**

(a) CMRS service providers, or any reseller of any commercial mobile radio service, which receive authority to serve any area within the State of North Carolina, shall register within 30 calendar days of receiving authority to operate, or of beginning operations, in North Carolina.

(b) Such registration shall be filed with the Commission's Executive Secretary and shall include the following information:

(1) Legal name of CMRS service provider;

(2) All business names used by the CMRS service provider in North Carolina;

(3) Name, title, mailing address, telephone number, fax number, and email address (if available) of the person to be contacted regarding 911 matters;

(4) A listing of all areas in which the CMRS service provider is authorized to serve any portion of North Carolina; and

(5) The FCC filer ID and FCC Registration Number of the CMRS service provider.

(c) Changes to any of the above-listed information shall be filed with the Board's Executive Director within 30 calendar days of the effective date of such change(s). This filing requirement includes providing notice to the Board's Executive Director of any and all mergers, divestitures, acquisitions, or other similar actions affecting North Carolina service areas.

*History note: Authority: G.S. 62A-42; 62A-45; Title 47 Code of Federal Regulations*

*Eff.*

Text changes are highlighted for ease of review.

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09 NCAC 06C .0302 is proposed for adoption as follows:

**9 NCAC 06C .0302 CMRS SERVICE PROVIDER REIMBURSEMENT PLANS**

(a) Any CMRS service provider desiring reimbursement of eligible expenses from the 911 Fund shall prepare and submit a detailed cost recovery plan to the Board. Plans shall be reviewed by Board staff and any committee established by the Board for such purpose. ~~Confidential information shall not be publicly disclosed.~~ To provide the Board adequate information to make its decision, CMRS service providers seeking reimbursement shall:

- (1) Upon receipt of a request for wireless Enhanced 911 service from a primary PSAP, the CMRS service provider shall develop an implementation plan as set forth in ~~paragraph~~ Paragraph (b) below for that PSAP, or the appropriate service area if the CMRS service provider serves more than one PSAP; and
- (2) The relevant portions of the Plan, excluding confidential information, shall be presented to the requesting PSAP. Upon acceptance of the Plan by the PSAP, the CMRS service provider shall present the Plan to the Board for approval.

(b) The Cost Recovery Plan shall:

- (1) Describe the chosen technology or technologies used for delivery of calls to the PSAP (SS7 solutions, LEC solution, third party service bureau, etc.);
- (2) Describe the architecture to implement the chosen technology(s) in areas or for PSAPs that have requested wireless or enhanced wireless 911 services, within the CMRS service provider's service areas, or statewide, as may be appropriate and relevant to the cost recovery plan;
- (3) Indicate all counties and municipalities of the state in which the CMRS service provider provides wireless Enhanced 911 service and where deployment is expected;
- (4) Indicate areas of the state, if any, where deployment has already occurred;
- (5) List the known cost elements for the deployment, including non-recurring and recurring charges;
- (6) Provide statewide costs, if possible;
- (7) Describe personnel costs (estimated number of hours and rates) and actual or proposed third party service rates, if any; and
- (8) Include an accounting of the estimated total of service charges that the CMRS service provider expects to remit to the Board as of the anticipated date of the first sworn invoice. Include an estimate of the anticipated monthly service charge remittances for the subsequent 12 months and the anticipated sworn invoices for the same period.

(c) If any CMRS service provider believes that it can justify an exception to this Rule, it may submit its request and documentation supporting its request to the Board at least 15 days prior to the Board's next scheduled meeting. The Board shall consider the exception request at its next scheduled meeting and shall convey its decision in writing to the requesting CMRS service provider.

History note: Authority G.S. 62A-45; 62A-52;

Text changes are highlighted for ease of review.

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Text changes are highlighted for ease of review.

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09 NCAC 6C .0303 is proposed for adoption as follows:

**09 NCAC 06C .0303 Cost Recovery Plan Review**

(a) The Board may establish a committee to review CMRS service providers' cost recovery plans.

(b) Any committee shall include the Board's Executive Director, chairperson (or his or her designee), the Board's auditor or financial advisor, and one or more Board members who are familiar with the technical aspects of Enhanced 911 Systems. Board members representing CMRS service providers cannot be members of this committee.

(1) The initial plan presented to the Cost Recovery committee is intended to allow for the recovery of a CMRS service provider's cost on a one-time basis or recurring (monthly) basis. The Board may create and periodically revise a list of permitted expenditures consistent with G.S. 62A-45.

(2) The committee shall review the proposed cost recovery plan to determine whether the cost and expense items are commercially reasonable.

(3) The committee shall refer the proposed cost recovery plan to the Board with a recommendation that it either be approved or rejected. If the recommendation is for rejection, the committee shall provide the reason, in writing, to both the Board and the CMRS service provider. The subcommittee shall indicate whether the Plan complies with the limitations of G.S. 62A-45(a).

(c) After review by the committee, the CMRS service provider shall present the plan to the Board at its next regular meeting. Information deemed confidential or proprietary by a CMRS service provider as described in G.S. 62A-52 shall not be presented in a public meeting. The Board shall not approve reimbursement of any amount in excess of the actual cost of the CMRS service provider in providing Enhanced 911. The Board shall vote on the plan and provide the CMRS service provider, in writing and within 5 working days, either approval or denial. If rejected, the Board shall provide documented reasons. The CMRS service provider may revise and resubmit its plan at subsequent meetings.

(d) Once a cost recovery plan is approved, the CMRS service provider may file claims for reimbursement. One time costs, if any, shall be reimbursed upon submission of sworn invoices. Reimbursements shall be made in accordance with the approved plan.

(e) The Board may require periodic review and approval of a CMRS service provider's plan, but no more often than once per calendar year. After the initial one-year approval period has expired, presentation of a plan for re-approval may be in writing or in person if the Cost Recovery Subcommittee or Board requires.

(f) Once a plan is approved, changes to the plan shall be submitted in writing and approved by the Board. A CMRS service provider may request an adjustment of the reimbursement rate at any time upon written notice to the Board. Proper justification will be required.

*History Note: Authority G.S. 62A-45;*

*Eff.*

Text changes are highlighted for ease of review.

~~Blacklined~~ text is struck.

09 NCAC 06C .0304 is proposed for adoption as follows:

**9 NCAC 6C .0304 CMRS SERVICE PROVIDER REIMBURSEMENT**

(a) Sworn invoices shall be attested to by ~~an authorized agent of~~ a person having authority to represent the CMRS service provider. Only costs which comport with an approved Plan are eligible for cost recovery. Costs may be the actual incurred costs of the CMRS service provider, an estimate of the incurred costs, or the approved rate per subscriber multiplied by the actual subscriber count. If estimated costs are used, CMRS service provider shall annually true up its costs to ensure that over-recovery does not occur. CMRS service providers shall maintain records to demonstrate that costs were actually incurred as invoiced. Internal costs (engineering time, facilities, proportionate share of software, etc.) shall be supported by reasonable documentation. All costs are subject to audit by the Board.

(b) A CMRS service provider may be reimbursed for actual one-time costs incurred for their selected Enhanced 911 solution prior to the Board's approval of a CMRS service provider's Cost Recovery Plan upon authorization of the Board's Chair and Executive Director. As a condition of such reimbursement, the CMRS service provider shall sign an agreement stating that if a mistake in reimbursement is made, the CMRS service provider shall refund any amounts determined by the board to be mistakenly distributed.

(c) CMRS service providers shall not be reimbursed in excess of actual and approved costs.

*History note: Authority G.S. 62A-45;*

*Eff.*

Text changes are highlighted for ease of review.

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Working Document w/comments, notes

Text changes are highlighted for ease of review.

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09 NCAC 06C .0305 is proposed for adoption as follows:

**9 NCAC 06C .0305 REMITTANCE OF SERVICE CHARGES**

(a) Service providers shall remit service charges to the 911 Board at the address listed in Rule .0102 of this Subchapter.

911 Board

Information Technology Services

P.O. Box 17209

Raleigh, NC 27619-7209

(b) Service providers may remit funds by check payable to the Board, or by electronic funds transfer upon satisfaction of transaction processing requirements.

(c) Voice communications service providers that assess the service charge to resellers of their services shall remit such service charges to the Board.

(d) The Office of Information Technology Services (ITS) Fiscal Services shall act as the receiving agent for the service providers' monthly reimbursements and as the administrator of the 911 Fund.

~~(e) Funds shall be deposited in accordance with the State Cash Management Plan.~~

History note: Authority G.S. 62A-43; 147-86.11;

Eff.

Text changes are highlighted for ease of review.

~~Blacklined~~ text is struck.

09 NCAC 06C .0306 is proposed for adoption as follows:

**09 NCAC 06C .0306      PREPAID WIRELESS SERVICE**

(a) A voice communications service provider of prepaid wireless service is not responsible for collecting and remitting the service charge to the Board for deposit in the 911 Fund.

(b) A voice communications service provider of prepaid wireless service is not eligible for reimbursements to CMRS providers.

(c) Rules .0109 and .0110 through .0114 governing hearings and declaratory rulings shall not apply to a voice communications service provider of prepaid wireless service for issues arising under the administration authority of the Department of Revenue.

(d) Contract or other information submitted to the Board by a voice communications service provider of prepaid wireless service may be proprietary under G.S. 62A-52. Service providers shall mark any proprietary or other non-public information as such before sending to the Board.

*History Note:* Authority G.S. 62A-43; 62A-44; 62A-54;

*Eff.*

Text changes are highlighted for ease of review.

~~Blacklined~~ text is struck.

09 NCAC 06C .0401 is proposed for adoption as follows:

**SECTION .0400 – GRANT FUND**

**09 NCAC 06C .0401 PSAP GRANTS**

(a) After establishing a Grant Account, the Board shall publish a notice on its website of grant availability to primary PSAPs and governing entities operating primary PSAPs.

(b) Any primary PSAP or the governing entity operating a primary PSAP may apply for a grant.

(c) Each applicant applying for grant funds shall complete and submit an application, in the form prescribed by the Board, which is incorporated herein by reference and which may be obtained from the Board office at the following address listed in 06C .0102.

c/o NC Office of Information Technology Services

P.O. Box 17209

Raleigh, NC 27609

(d) The Board shall accept grant applications as stated in the Board's published notice of grant availability. Grant applications submitted that do not conform to the Board's published requirements may be considered at the discretion of the Board, provided that Grant funds are not exhausted by conforming grant applications and non-conforming grant applications satisfy G.S. 62A-47.

(e) Applications for grants for each item over \$25,000 shall be accompanied by at least three written competitive quotes. The Board shall compare the three quotes to any existing state contract in order to determine appropriate funding.

*History note: Authority G.S. 62A-47;*

*Eff.*

Text changes are highlighted for ease of review.

~~Blacklined~~ text is struck.

09 NCAC 06C .0402 is proposed for adoption as follows:

**09 NCAC 06C .0402 GRANTS FOR CONSTRUCTION OR RENOVATION**

(a) General.

(1) As a condition for receipt of a grant from the North Carolina 911 Board for any type of new construction or for a renovation of an existing structure or facility incorporated into the construction agreement(s) shall be the following requirements.

(2) The requirements in this Section, PSAP Grants for Construction, shall apply only to new construction and construction renovations funded by the North Carolina 911 Board.

(b) HVAC.

(1) HVAC systems shall be designed to maintain temperature and relative humidity within limits specified by the manufacturer of the equipment critical to the operation of the PSAP.

(2) HVAC systems shall be independent systems that serve only the PSAP.

(3) HVAC system intakes for fresh air shall be arranged to minimize smoke intake from a fire inside or outside the building and to resist intentional introduction of irritating, noxious, toxic, or poisonous substances into the HVAC system.

(4) HVAC emergency controls shall be provided in the operations room to permit closing of outside air intakes.

(5) Back-up HVAC systems shall be provided for the operations room and other spaces housing electronic equipment essential to the operation of the PSAP.

(6) HVAC systems shall be designed so that the PSAP is capable of uninterrupted operation with the largest single HVAC unit or component out of service.

(c) Fire Protection.

(1) The PSAP and spaces adjoining the PSAP shall be provided with an automatic fire detection, alarm, and notification system.

(2) The alarm system shall be monitored in the operations room.

(3) Operation of notification appliances shall not interfere with communications operations.

(4) Electronic computer and data processing equipment shall be protected in accordance with the manufacturer's recommended specifications, and common business practices.

(d) Security.

(1) The PSAP and other buildings that house essential operating equipment shall be protected against damage from vandalism, terrorism, and civil disturbances.

(2) Entry to the PSAP shall be restricted to authorized persons.

(3) Exterior entryways to the PSAP that lead directly from the exterior shall be protected by have a security vestibule. "Security Vestibule" means comprising a compartment provided with two or more doors where the intended purpose is to prevent continuous and unobstructed passage by allowing the release of only one door at a time.

Text changes are highlighted for ease of review.

~~Blacklined~~ text is struck.

(4) Door openings shall be protected by listed, self-closing fire doors that have a fire resistance rating of not less than 1 hour.

(5) Where a PSAP has windows, the following requirements shall apply:

(A) Windows shall be a minimum of 4 ft (1.2 m) above floor level.

(B) Windows shall be rated for bullet resistance to Level 4 as defined in UL 752, Standard for Safety Bullet-Resistant Equipment.

(C) Windows that are not bullet resistant shall be permitted provided that they face an area that cannot be accessed or viewed by the general public.

(D) Windows that are required to be bullet resistant shall be configured so that they cannot be opened.

(E) Walls with bullet-resistant windows shall be required to provide the same level of protection as the window.

(6) Means shall be provided to prevent unauthorized vehicles from approaching the building housing the PSAP to a distance of no less than 82 ft (25 m).

(7) As an alternative to prevent unauthorized vehicles, unauthorized vehicles shall be permitted to approach closer than 82 ft (25 m) if the building has been designed to be blast resistant.

(e) Lighting.

(1) Artificial lighting shall be provided to enable personnel to perform their assigned duties.

(2) The PSAP shall be equipped with emergency lighting that shall illuminate automatically immediately upon failure of normal lighting power.

(3) Illumination levels shall be sufficient to allow all essential operations.

(f) Circuit Construction and Arrangement.

(1) As-built drawings shall be provided.

(2) Circuits shall not pass over, under, through, or be attached to buildings or property that are not owned by, or under the control of, the PSAP or the entity that is responsible for maintaining the system.

(3) 911 call instruments installed in buildings not under control of the PSAP shall be on separate dedicated circuits.

(4) The combination of public emergency services communication and signaling (C&S) circuits in the same cable with other circuits shall comply with the following:

(A) Other municipally controlled C&S circuits shall be permitted; or

(B) Circuits of private signaling organizations shall be permitted only by permission of the PSAP.

(g) Underground Cables.



Text changes are highlighted for ease of review.

Blacklined text is struck.

(1) Underground communication and signal cables shall be brought above ground only at points where the PSAP has determined there is no potential for mechanical damage or damage from fires in adjacent buildings.

(2) All cables that are installed in manholes, vaults, and other enclosures intended for personnel entry shall be racked and marked for identification.

(3) Cable splices, taps, and terminal connections shall be located only where accessible for maintenance and inspection and where no potential for damage to the cable due to falling structures or building operations exists.

(4) Cable splices, taps, and terminal connections shall be made to provide and maintain levels of conductivity, insulation, and protection that are at least equivalent to those afforded by the cables that are joined.

(h) Aerial Cables and Wires. Protection shall be provided where cables and wires pass through trees, under bridges, and over railroads, and at other locations where damage or deterioration is possible.

(i) Wiring Inside Buildings.

(1) Wiring at the PSAP shall extend to the operations room in conduits, ducts, shafts, raceways, or overhead racks and troughs of a construction type that protects against fire and mechanical damage.

(2) Cables or wiring exposed to fire hazards shall be protected from the hazards.

(3) Wiring at the PSAP, cable terminals and cross connecting facilities shall be located either in or adjacent to the operations room.

(4) All wired dispatch circuit devices and instruments whose failure can adversely affect the operation of the system shall be mounted in accordance with the following:

(A) On noncombustible bases, pedestals, switchboards, panels, or cabinets; and

(B) With mounting designed and constructed so that all components are readily accessible.

(j) Circuit Protection.

~~(1)~~ All surge arresters shall be connected to earth ground.

~~(2)~~ (1) All protective devices shall be accessible for maintenance and inspection.

~~(3)~~ (2) Wired surge arresters shall be designed and listed for the specific application.

~~(4)~~ (3) Each conductor that enters a PSAP from a partial or entirely aerial line shall be protected by a surge arrester.

(k) Grounding.

(1) Sensitive electronic equipment determined by the PSAP to be essential to the operation of telecommunications and dispatching systems shall be grounded.

(2) Listed isolated ground receptacles shall be provided for all cord-and-plug-connected essential and sensitive electronic equipment.

(3) Unused wire or cable pairs shall be grounded.

(4) Ground connection for surge suppressors shall be made to the isolated grounding system.

Text changes are highlighted for ease of review.

~~Blacklined~~ text is struck.

1           (5)       All surge arresters shall be connected to earth ground.

2       (1) All equipment shall be accessible to authorized personnel for the purpose of maintenance.

3

4       History Note:     Authority G.S. 62A-42; 62A-47;

5                   Eff.

6

Working Document w/comments, notes

Text changes are highlighted for ease of review.

Blacklined text is struck.

09 NCAC 06C .0403 is proposed for adoption as follows:

**9 NCAC 06C .0403 GRANT AGREEMENTS**

(a) Grant agreements shall comply with requirements of N.C.G.S. 143C and administrative rules N.C.G.S. 62A-47.

(b) Unless otherwise determined by the Board based upon the grant application, grant agreements will have shall be for a term not to exceed one year.

(c) Grant agreements shall include terms ensuring compliance with N.C.G.S. 159-26, 159-28, and 159-34.

*History note: Authority G.S. 62A-42; 62A-47; 143C-6-22,-23;*

*Eff.*

Text changes are highlighted for ease of review.

Blacklined text is struck.

09 NCAC 06C.0404 is proposed for adoption as follows:

**9 NCAC 6C.0404 — GRANT APPLICATION APPROVAL**

(a) The Board will approve grants for leased equipment only if the applicant can demonstrate that a lease agreement would be financially beneficial to the grant program.

(b) Priorities for awarding of grants will be determined by the Board.

*History note:* ~~Authority G.S. 62A-47;~~

~~Eff.~~

Text changes are highlighted for ease of review.

~~Blacklined~~ text is struck.

09 NCAC 06C .0404 is proposed for adoption as follows:

**9 NCAC 06C .0404 GRANT FUNDS**

(a) Grant funds shall be deposited in a bank account maintained by the grantee and the grantee shall assign each grant a unique accounting code designation for deposits, disbursements, and expenditures. All grant funds in the account shall be accounted for separately from other grantee funds. Grant funds may be used only between the beginning and ending dates of the grant, unless a grantee requests an extension and it is granted by the Board.

(b) Grant funds are not transferable to any other entity. If equipment purchased using grant funds is sold or transferred within three years of the end of the grant period, the grantee shall return the grant funds to the Board on a pro-rata basis.

*History note: Authority G.S. 62A-47;*

*Eff.*

Text changes are highlighted for ease of review.

~~Blacklined~~ text is struck.

09 NCAC 06C .0405 is proposed for adoption as follows:

**09 NCAC 06C .0405      GRANTEE REPORTS**

(a) Grantees shall submit reports to the Board summarizing expenditures of the grant funds and the activities supported by the grant funds.

(b) Unless otherwise stated in a Grant Agreement, the reports are due 15 days after the end of the reporting periods, which end September 30, December 31, March 31, and June 30.

(c) A final report shall be submitted to the Board no more than 45 days after completion of the grant, detailing the activities, expenditures of the funds, and the ways in which the needs identified in the grant application were met.

The final report shall be accompanied by supporting documentation for all expenditures of the grant funds.

*History Note:*      *Authority G.S. 62A-47; 143C-6-22; 143C-6-23;*

*Eff.*

# Recommendation From Funding Committee Regarding Funding Reconsiderations

Jason Barbour

# Recommendation From Funding Committee Regarding Funding Reconsiderations

Jason Barbour

- a) Martin County 911  
*(vote required)*





**MARTIN COUNTY COMMUNICATIONS**  
**P O BOX 668**  
**WILLIAMSTON, NORTH CAROLINA**

28 August 2015

North Carolina 911 Board  
C/O Mr. Richard Taylor  
PO Box 17209  
Raleigh, NC 27619-7209

Martin County Communications is requesting a funding reconsideration for FY2015-2016 to cover the costs associated with a Computer Aided Dispatch (CAD) System upgrade.

Our total distribution for FY2015-2016 is determined at \$267,344.00. Our total E911 Budget stands at \$207,640 exclusive of this project and any other unbudgeted one- time purchases. Our 911 fund balance stands at \$193,252.64 as of June 30, 2015. Approximately \$50,000 of this fund is earmarked for Emergency Fire Dispatch implementation later this year. This project is in the planning phase.

Our current CAD system was originally installed in 1999. Subsequent updates have been performed; however, the last major update was performed in 2009. The CAD has become very dated and does not efficiently assist the Telecommunicator in performing essential dispatch functions. Moreover, two (2) of the three (3) Law Enforcement Agencies to which Martin County Communications provides service use Southern Software (our proposed new CAD provider) for Records Management Systems (RMS), the third (the smallest of the 3) agency has agreed to come on board with Southern if Martin County Communications completes this project. Linking the three law enforcement agencies with Communications via CAD will enable opportunities to truly integrate Communications with Law Enforcement in the field and in the administrative offices. Mobile Data Terminals, which are already in place in all three of the serviced law enforcement agencies, can be connected to CAD giving the officers voice and data services in the patrol vehicle. Mobile clients may also be linked to Communications through

smart phones, tablets, and other mobile devices giving CAD data access to other responders, such as fire and EMS. A large group of emergency responders recently attended a Southern Software CAD demonstration and were excited at the possibility of having this essential information in the field. This true interoperability is not available with our current CAD provider, and we must rebrand in order to become a truly centralized communications center.

Thank you for your time and consideration as we strive to improve services to the guests and citizens of Martin County.

Most Respectfully,

Jason P. Steward  
Telecommunications Manager/E911 Director  
Martin County Communications (E911)  
[jason.steward@martincountyncgov.com](mailto:jason.steward@martincountyncgov.com)



## North Carolina 911 Board

PSAP Name:	Martin County Communications
Contact Name:	Jason P. Steward
Contact Address:	PO Box 668
City:	Williamston
Zip:	27892
Contact Email:	jason.steward@martincountyncgov.com

**Instructions: All requests for review of PSAP Distribution amount must use this form with each request. Please do not change block descriptors, formulas or formatting. \*\*\*PLEASE SEE INSTRUCTIONS tab for further details\*\*\* All requests must be filed with the NC 911 Board no later than March 6, 2015.** Email this form and all supporting documentation to [marsha.tapler@nc.gov](mailto: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](mailto:marsha.tapler@nc.gov).

<b>June 30, 2015 Emergency Telephone System Fund Balance:</b>	<b>217,829.64</b>
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	FY2014 (2013-2014) <b>ACTUAL</b> Expenditures from Reconciled Report	FY2016 (2015-2016) Requested Increase Amount <b>ONE-TIME Capital Purchase Cost</b>	FY2016 (2015-2016) Requested Increase Amount <b>Recurring MONTHLY Cost</b>	FY2016 (2015-2016) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
<b>Expenditure</b>				
<b>Phone Systems - Furniture</b>				
9-1-1 trunk line charges				
Basic line charge only **One administrative line per call-taking position	838.34			



ALI Database software				
Software Licensing	195.00			
Radio console software. Some Radio console software will include many additional modules that are not a part of the 911 process and are not eligible.	40,105.45			
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				
Software <b>MAINTENANCE</b>				
TOTAL	\$62,760.69	\$155,910.00	\$0.00	\$19,284.45

	FY2014 (2013-2014) <b>ACTUAL</b> Expenditures from Reconciled Report	FY2016 (2015-2016) Requested <b>Increase</b> Amount <b>ONE-TIME</b> <b>Capital</b> <b>Purchase Cost</b>	FY2016 (2015-2016) Requested <b>Increase</b> Amount <b>Recurring</b> <b>MONTHLY</b> <b>Cost</b>	FY2016 (2015-2016) Requested Increase Amount <b>Recurring</b> <b>ANNUAL</b> <b>Cost</b>
<b>HARDWARE</b>				
CAD server	1,190.29			
GIS server				
911 Phone server				
Voice logging server				
Activity Monitor **must meet requirements	840.00			
Computer Workstations	21,560.40			
Time Synchronization				
UPS				
Generator	41,109.30			
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	141,189.16			
Radio Console Ethernet Switch	1,912.54			
Radio Console Access Router				
Back Up Storage Equipment for 911 Data Base Systems	1,422.00			
Mobile Message Switch				
Paging Interface With Computer Aided Dispatch (CAD) system				
Alpha / Numeric Pager Tone Generator				
Radio Console**as defined in Approved Use of Funds List				
Handheld GPS devices that are used strictly for 911 addressing **as defined in Approved Use of Funds List.				
Hosted Solutions:**Must be approved by 911 Staff prior to reporting.				
Hardware <b>MAINTENANCE</b>				
<b>TOTAL</b>	\$209,223.69	\$0.00	\$0.00	\$0.00

#### Training Expenditures

<b>TOTAL</b>	\$1,009.28	\$0.00	\$0.00
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#### IMPLEMENTAL FUNCTIONS

Database Provisioning for 911	16,896.00		
Addressing for 911			
<b>TOTAL</b>	\$16,896.00	\$0.00	\$0.00

#### To be completed by 911 Board Staff:

PROPOSED FY2016 FUNDING	\$207,640.00
FY2016 Anticipated Capital Expenditures	\$155,910.00
FY2016 Anticipated Monthly Recurring	\$0.00

**FY2016 Anticipated Annual Recurring**

\$19,284.45
-\$135,829.64
<b>\$247,004.81</b>

Less fund balance

**Requested FY2016 Funding for approval:**

(Staff recommendation)

**FY2015 Ending Fund balance:**

\$217,829.64

**EFD Project**

-\$50,000.00

Carry Forward 20%

-\$32,000.00

**Total available fund balance:**

**\$135,829.64**



# Recommendation From Funding Committee Regarding Funding Reconsiderations

Jason Barbour

- b) Perquimans County 911  
*(vote required)*



# PERQUIMANS COUNTY EMERGENCY SERVICES

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

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

Jonathan A. Nixon, Director

## Perquimans County 911 Communications

### NC 911 Board Funding Reconsideration Justification

Updated September 17, 2015

1. Our requests for review is 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 bid tabulations, 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 do you need additional expenses?
    - CAD Server - \$43,897.00 (\$850.00 recurring annual) – Two new rack mounted servers with 2 1TB Hard Drives each that are hot swappable, an Intel Xeon E5 processor and a dual hot-plug redundant power supply. This system will replace the existing server and give us the solution to provide geodiversity as we plan for an alternate PSAP. This solution is provided by Southern Software, Inc. and includes annual Neverfail software support to sink the two servers. Quote attached – combined with Computer Work Station.
    - 911 Phone Server - \$122,252.17 (\$8,516.92 increased recurring annual) - Includes initial cost for VIPER Phone System upgrades provided by Century Link (\$118,758.17) and new Plantronics PTT cordless headsets (\$3,494.00). The recurring annual cost includes maintaining the Phone System by Century Link (\$35,966.78 new recurring - \$27,449.86 current recurring = Difference of \$8,516.92 increased recurring annual). Quote attached.
    - Voice Logging Server - \$39,404.00 – New rack mounted server with 2 1TB Hard Drives that are hot swappable, 8GB RAM and Dual Power Supply. This NICE System replaces the current system and is by Edge One Solutions, Inc. Quote attached.
    - Computer Work Station - \$24,045.00 – Five new Dell Precision Tower 5800 CTO Base workstations that feature a 2TB Hard Drive and an Intel Xeon E5 processor. These 5 workstations will replace the current 5 workstations and are provided by Southern Software, Inc. Quote attached – combined with CAD Server. Updated quote provided with greater details dated 9/10/15. Computer workstations are used by Telecommunicators for CAD, Mapping Software, NCIC and eSchedule (Workforce Management Software – scheduling, time clock, certification tracking, SOG Documentation, etc.).
    - UPS - \$39,768.00 – The Uninterrupted Power Supply is dedicated to the 911 Center and as a result we are requesting 100% funding for this item. Attached is a copy of the bid tabulation and contact with Salz & Miller (generator and ups bid as a single project).
    - Generator - \$12,845.60 – To replace inoperable Emergency Services Building generator with a 124kw Diesel Generator to power the Emergency Services Building (911 Comm, EMS, EM, County Water Dept). The total for this project is \$64,228.00, with 20% being reflected in this request, based on facility square footage. Attached is a copy of the bid tabulation and contact with Salz & Miller (generator and ups bid as a single project).

-Hardware Maintenance - \$6,699.20 (\$12,022.50 recurring annual) – Includes initial cost for TXT 2 911 integrated solution provided by Century Link. The recurring annual costs include maintaining the TXT 2 911 System by Century Link (\$5,622.50) and a cleaning/wire management/maintenance & repair of dispatch console furniture contract with Communications Center Specialists (\$6,400.00). Quotes attached.

-Mapping Software Upgrade – Given the reduction in yearly support coupled with the savings from purchasing direct from the vendor v/s through the phone company, we will have a net increase of \$4,803.16 over the cost expended in 2014 for this upgrade. The next funding cycle will recognize an overall reduction in costs for Mapping and CAD yearly support. Quote attached.

**\*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, previously requested by Perquimans County Manger.

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

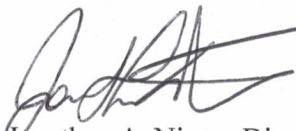
- We have not performed any major upgrades in quite some time. This request is to update or replace several critical pieces of infrastructure in the 911 Center. For example, the current phone system is still operating on Windows XP, which is no longer supported by Microsoft. Should we have an issue we could no longer receive support. Our CAD server has been in operation since FY 09-10 and runs 24/7/365. Our computer work stations are also in desperate need of being replaced along with our logging recorder system, which has also been in operation since FY 09-10. The current Generator is inoperable and we are using a temporary generator on loan from NC Emergency Management. Our current facility has never had a UPS system that will support the entire 911 Center, only multiple small units at each piece of equipment. All of these upgrades will bring a large portion of the Center's infrastructure up to current standards and will help us be better prepared to serve our citizens.

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

-The current fund balance of \$166,164.74 could be used to reimburse Perquimans County for the cost incurred for the Generator and UPS at \$52,613.60. It could also be used for the additional cost associated with the Mapping Software upgrade at \$4,803.16. These two transactions totaling \$57,416.76 would reduce the fund balance to \$108,747.98.

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

Respectfully submitted,



Jonathan A. Nixon, Director  
Perquimans County Emergency Services





**SOUTHERN SOFTWARE, INC.**  
an employee-owned company

**Agency:** Perquimans County Emergency Services, NC  
**Contact:** Jonathon Nixon  
**Date:** 9/10/2015

<b>HARDWARE</b>		<b>Qty</b>	
<b>Workstations</b>	Dell Precision Tower 5810 CTO Base	5	\$13,915.00
<b>Operating System</b>	Windows 10		
<b>Memory</b>	32GB (4x8GB) 2133MHz DDR4 RDIMM ECC		
<b>Video Card</b>	Dual NVIDIA® Quadro® NVS 310 512MB (2cards w/ 2DP each) (4DP-DVI adapter)		
<b>Hard Drive</b>	2TB 3.5" Serial-ATA (7,200 RPM) Hard Drive		
<b>HDD/Storage Controller</b>	Integrated Intel AHCI chipset SATA controller (6 x 6.0Gb/s) - SW RAID 0/1/5/10		
<b>Network Card</b>	1Gbit NIC add-in card (PCIe- Intel)		
<b>CD ROM/DVD ROM</b>	16X DVD+/-RW Drive		
<b>Sound</b>	Creative Sound Blaster Recon3D Sound Card		
<b>Power Cords</b>	US 125V Power Cord		
<b>Documentation/Disks</b>	Safety/Environment and Regulatory Guide (English/French Multi-language)		
<b>Chassis Options</b>	Dell Precision Tower 5810 425W TPM Chassis		
<b>Processor</b>	Intel® Xeon® Processor E5-1607 v3 (4C, 3.1GHz, 10M, 140W)		
<b>Dell Data Protection  Encryption Se</b>	No DDPE Encryption Software		
<b>Internal Hard Drive Configuration</b>	C1 SATA 3.5 Inch, 1-2 Hard Drives		
<b>Chassis intrusion switch</b>	Chassis Intrusion Switch		
<b>Storage Volume</b>	Boot drive or boot volume is less than 2TB		
<b>Packaging</b>	Dell Precision Packaging		
<b>Dell backup recovery</b>	Dell Backup and Recovery Basic		
<b>External Speakers</b>	Dell AC511 Stereo USB SoundBar	5	\$175.00
<b>Keyboard</b>	US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black	5	\$50.00
<b>Mouse</b>	Dell MS111 USB Optical Mouse	5	\$25.00
<b>Hardware support service</b>	3 Years ProSupport with Next Business Day Onsite Service	5	\$705.00
<b>Microsoft Application Software</b>	Microsoft® Office Professional 2013, English, French and Spanish	5	\$2,895.00
<b>Multi-Select Monitor</b>	Qty Two (2) - Dell UltraSharp 24 Monitor - U2414H	5	\$3,905.00
		<b>Total Hardware:</b>	<b>\$21,670.00</b>

## INSTALLATION

<b>Installation</b>	INSTALLATION OF HARDWARE	1	
			<b>Total Project Management:</b>
			<b>\$2,375.00</b>

**TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED)** **\$24,045.00**

NOTE: PROPOSAL INCLUDES ONLY ITEMS LISTED ABOVE. IF ADDITIONAL ITEMS ARE NEEDED (IE. UPS, CABLE, EXTENSION CABLES, ETC.) PLEASE REQUEST AN UPDATED PROPOSAL.

50% DUE UPON SIGNING OF PROPOSAL; 50% DUE UPON COMPLETION OF INSTALLATION OF HARDWARE.

**CUSTOMER'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**Please sign this document and return it to us by fax or mail. When the document is signed and returned to Southern Software, we will begin processing your order.**

**Proposal of hardware is valid for (30) days from date of proposal.**

***Contact information for Public Safety Representative:***

**Mike Moody  
Southern Software  
150 Perry Drive  
Southern Pines, NC 28387**

<b>Business:</b>	<b>800.842.8190</b>
<b>Mobile:</b>	<b>910.603.3481</b>
<b>Fax:</b>	<b>910.695.0251</b>
<b>E-Mail</b>	<b><a href="mailto:mmoody@southernsoftware.com">mmoody@southernsoftware.com</a></b>



## Price Sheet Vendor Support

Pricing is Valid Until:

December 3, 2013

Description of Work  
to be Performed:

This quote provides Southern Software Maintenance for CAD, AMS, Maps a

Customer: E911 Perquimans County Communications

PO BOX 45

HERTFORD

NC

27944-0045

Quote-Build#: 13-041637--

Equipment pricing shown is based upon direct sale accompanied by new Centurion Maintenance contract on same.

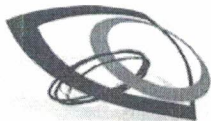
Part Number	Description	Quantity	Type	(Only if MRR)		Sale Price	
				Term Years	MRR	Unit Price	Extended Price
SUPPORT	AMS Support Renewal (11/1/2013 -10/31/2014 )	1	NRR	-	\$ -	\$ 1,207.69	\$ 1,207.69
SUPPORT	CAD Support Renewal (11/1/2013 -10/31/2014)	1	NRR	-	\$ -	\$ 10,441.54	\$ 10,441.54
SUPPORT	MAPS Support Renewal (11/1/2013 -10/31/2014 )	1	NRR	-	\$ -	\$ 12,967.69	\$ 12,967.69
SUPPORT	HARDWARE Support Renewal (11/1/2013 -10/31/2014)	1	NRR	-	\$ -	\$ 7,198.46	\$ 7,198.46
-	-	-	NRR	-	\$ -	\$ -	\$ -
-	-	-	NRR	-	\$ -	\$ -	\$ -
-	-	-	NRR	-	\$ -	\$ -	\$ -
-	-	-	NRR	-	\$ -	\$ -	\$ -
-	-	-	NRR	-	\$ -	\$ -	\$ -
-	-	-	NRR	-	\$ -	\$ -	\$ -
-	-	-	NRR	-	\$ -	\$ -	\$ -
TOTAL Annual MRR .....						\$ -	
TOTAL Term MRR .....						\$ -	
TOTAL PRICE NRR .....							\$ 31,815.38

All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the CenturyLink® Centurion Maintenance Service Annex, both posted to [http://about.centurylink.com/legal/rates\\_conditions.html](http://about.centurylink.com/legal/rates_conditions.html).

CONFIDENTIAL PRICING

2014  
1,292.31  
10,546.15  
13,096.92  
7,198.46  
\$32,133.84  
\$36,937.00 2015 Proposal w/ MapCentric  
\$32,133.84 2014 Expense  
\$4,803.16 Increase





**SOUTHERN SOFTWARE, INC.**  
an employee-owned company

PROPOSAL FOR DIRECT SUPPORT, MDS,  
GEO BACKOFFICE

**Agency:** Perquimans County Communications, NC

**Contact:** Jonathon Nixon

**Date:** 9/4/2015

SOFTWARE	Qty	
Map Centric Addressing/Geo Backoffice	1	
Upgrade to Mapping Display System (MDS)	1	
4 Full; 1 Admin		
Mapping Display System - Additional Position	1	
<b>TOTAL SOFTWARE:</b>		<b>\$15,490.00</b>

PROJECT MANAGEMENT
Management Fee - install/training/management

**TOTAL PROJECT MANAGEMENT FEE: \$2,250.00**

YEARLY SUPPORT		Qty	Renewal Dates	
CAD	24/7 SUPPORT	1	11/1/15-10/31/16	\$6,924.00
MCA/Geo Backoffice	8:30-5, M-F	1	Upon Project Completion	\$1,250.00
Mapping Display System (MDS)	24/7 SUPPORT	1	11/1/15-10/31/16	\$6,000.00
Hardware	24/7 SUPPORT	1	11/1/15-10/31/16	\$4,773.00
Wireless Messaging/Paging	24/7 SUPPORT	4 Mo.	7/4/16-10/31/16	\$250.00
AMS	<i>Assumes AMS will be made inactive with Geo Backoffice purchase</i>			

**TOTAL SUPPORT: \$19,197.00**

<b>TOTAL INVESTMENT (STATE TAX AND SHIPPING NOT INCLUDED)</b>	<b>\$36,937.00</b>
---	--------------------

PAYMENT TERMS: SUPPORT PLUS 100% PROJECT MANAGEMENT DUE UPON SIGNING OF PROPOSAL = \$21,447.00; BALANCE DUE UPON COMPLETION OF INSTALLATION AND TRAINING = \$15,490.00

**CUSTOMER'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

Please sign this document and return it to us by fax or E-mail. When the document is signed and returned to Southern Software, we will begin processing your order.

Proposal of software is valid for (60) days from date of proposal.

Software includes (30) days of free support, including all updates.

Management fees include training, installation, and project management.

Southern Software will install its software products only on computer configurations compatible with these products. Hardware specifications are available upon request.

**Contact information for Public Safety Representative:**

Mike Moody  
Southern Software  
150 Perry Drive  
Southern Pines, NC 28387

Business: 800.842.8190  
Mobile: 910.630.3481  
Fax: 910.695.0251  
E-Mail: mmoody@southernsoftware.com

North Carolina 911 Board

PSAP Name: Perquimans County 911 Communications

Contact Name: Jonathan A. Nixon

Contact Address: 159 Creek Drive - PO Box 563

City: Hertford, NC

Zip: 27944

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 must be filed with the NC 911 Board no later than March 6, 2015. 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, 2015 Emergency Telephone System Fund Balance:

\$166,164.74

	FY2014 (2013-2014) <b>ACTUAL</b> Expenditures from Reconciled Report	FY2016 (2015-2016) Requested Increase Amount <b>ONE-TIME Capital Purchase Cost</b>	FY2016 (2015-2016) Requested Increase Amount <b>Recurring MONTHLY Cost</b>	FY2016 (2015-2016) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
<b>Expenditure</b>				
<b>Phone Systems - Furniture</b>				
9-1-1 trunk line charges				
Basic line charge only **One administrative line per call-taking position	4,061.17			
Interpretive Services				
Selective Routing and ALI provisioning	23,119.65			
Data Connections for the sole purpose of collecting call information for analysis. If connections is shared with non-eligible 911 device, only a percentage is eligible.	628.19			
Automatic Call Distribution System				
911 telephone equipment (CPE, etc.)	3,044.08			
TDD/TTY				
Furniture: Cabinets, tables, desks which hold 911 equipment	3,200.00			
911 telephone equipment Maintenance	26,396.28			8,516.92
TOTAL	\$60,449.37	\$0.00	\$0.00	\$8,516.92

	FY2014 (2013-2014) <b>ACTUAL</b> Expenditures from Reconciled Report	FY2016 (2015-2016) Requested Increase Amount <b>ONE-TIME Capital Purchase</b>	FY2016 (2015-2016) Requested Increase Amount <b>Recurring MONTHLY Cost</b>	FY2016 (2015-2016) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
<b>SOFTWARE</b>				
CAD (modules that are part of the call-taking process only)				
GIS (to create and display the base map showing street centerlines and address, address point layer)				



Message switch software **must meet requirements noted in Approved Use of Funds list.				
MCT Digital Voiceless Dispatch Licensing				
**Allowable for Dispatched Protocols Law, Fire & EMS.				
Voice Logging Recorder				
MIS for 9-1-1 phone system				
Time Synchronization				
Dispatch Protocols (Law, Fire, Medical)				
Quality Assurance for Protocols				
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				
Software <b>MAINTENANCE</b>	29,378.92			
TOTAL	\$29,378.92	\$0.00	\$0.00	\$0.00

	FY2014 (2013-2014) <b>ACTUAL</b> Expenditures from Reconciled Report	FY2016 (2015-2016) Requested <b>Increase</b> Amount <b>ONE-TIME</b> <b>Capital</b> <b>Purchase Cost</b>	FY2016 (2015-2016) Requested <b>Increase</b> Amount <b>Recurring</b> <b>MONTHLY</b> <b>Cost</b>	FY2016 (2015-2016) Requested Increase Amount <b>Recurring</b> <b>ANNUAL</b> <b>Cost</b>
<b>HARDWARE</b>				
CAD server		43,897.00		
GIS server				
911 Phone server		118,758.17		
Voice logging server		39,404.00		
Activity Monitor **must meet requirements				
Computer Workstations		20,581.50		
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				
Mobile Message Switch				
Paging Interface With Computer Aided Dispatch (CAD) system				
Alpha / Numeric Pager Tone Generator				
Radio Consolette **as defined in Approved Use of Funds List				
Handheld GPS devices that are used strictly for 911 addressing **as defined in Approved Use of Funds List.				
Hosted Solutions:**Must be approved by 911 Staff prior to reporting.				

Hardware MAINTENANCE	16,332.86	6,699.20		19,272.50
TOTAL	\$16,332.86	\$229,339.87	\$0.00	\$19,272.50

Training Expenditures			
TOTAL	\$0.00	\$0.00	\$0.00

IMPLEMENTAL FUNCTIONS			
Database Provisioning for 911	5,950.00		
Addressing for 911	5,950.00		
TOTAL	\$11,900.00	\$0.00	\$0.00

TOTAL REVENUE-EXPENDITURE RPT FY2014	\$118,061.15
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To be completed by 911 Board Staff:		
PROPOSED FY2016 FUNDING	\$134,584.00	
FY2016 Anticipated Capital Expenditures	\$257,129.29	
FY2016 Anticipated Monthly Recurring	\$0.00	
Additional fund balance to be used for project:	-\$82,120.98	
Requested FY2016 Funding	\$309,592.31	(Staff Recommendation)

Allowable Carryforward 20%	\$26,627.00
Fund balance as of Jun 30 2015	\$166,164.74
Less noted use for expenditures per letter:	-\$57,416.76
Less carry forward:	-\$26,627.00
Available fund balance remaining from FY2015	\$82,120.98

## Tapler, Marsha

---

**From:** Jonathan <jnixon@perquimanscountync.gov>  
**Sent:** Thursday, September 17, 2015 3:56 PM  
**To:** Tapler, Marsha  
**Cc:** 'Frank Heath'; 'Tracy Mathews'; 'Anthony Johnson'  
**Subject:** RE: Updated Funding Reconsideration Request  
**Attachments:** Jonathan A Nixon2.vcf

Thanks for the updated form.

**Jonathan A. Nixon**, Director (ES1)  
**Perquimans County Emergency Services Director**  
911 Communications – EMS – Emergency Management  
159 Creek Drive - PO Box 563  
Hertford, NC 27944  
252-426-5646 or 252-426-7029 Office  
252-331-9817 Cell  
252-426-1875 Fax



---

**From:** Tapler, Marsha [mailto:marsha.tapler@nc.gov]  
**Sent:** Thursday, September 17, 2015 11:50 AM  
**To:** Jonathan  
**Cc:** 'Frank Heath'; Tracy Mathews; 'Anthony Johnson'  
**Subject:** RE: Updated Funding Reconsideration Request

Hello Mr. Nixon,

Based on our conversation, I've updated the reconsideration form to reflect the percentage eligible for workstations and noted the amount for mapping. If you are ok with the attached, I'll submit for Funding Committee approval.

Thanks,

*Marsha*

*Marsha Tapler*

Financial Analyst  
North Carolina 911 Board  
NC Information Technology Services  
919.754.6344 office  
[marsha.tapler@nc.gov](mailto:marsha.tapler@nc.gov)  
[www.nc911.nc.gov](http://www.nc911.nc.gov)

***E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.***

---

**From:** Jonathan [<mailto:jnixon@perquimanscountync.gov>]  
**Sent:** Thursday, September 17, 2015 10:32 AM  
**To:** Tapler, Marsha <[marsha.tapler@nc.gov](mailto:marsha.tapler@nc.gov)>  
**Cc:** 'Frank Heath' <[frankheath@perquimanscountync.gov](mailto:frankheath@perquimanscountync.gov)>; Tracy Mathews <[tracymathews@perquimanscountync.gov](mailto:tracymathews@perquimanscountync.gov)>; 'Anthony Johnson' <[ajohnson@perquimanscountync.gov](mailto:ajohnson@perquimanscountync.gov)>  
**Subject:** Updated Funding Reconsideration Request

Marsha,

Please find attached the updated Funding Reconsideration Request with the associated new documents. Note that changes from the 8/12/15 letter are light grey in color. Please advise if we can provide additional information.

Thanks for your help!!

**Jonathan A. Nixon**, Director (ES1)  
**Perquimans County Emergency Services Director**  
911 Communications – EMS – Emergency Management  
159 Creek Drive - PO Box 563  
Hertford, NC 27944  
252-426-5646 or 252-426-7029 Office  
252-331-9817 Cell  
252-426-1875 Fax



# Recommendation From Funding Committee Regarding Funding Reconsiderations

Jason Barbour

- c) Scotland County 911  
*(vote required)*



# Scotland County Emergency Communications

1403 West Blvd.  
P.O. Box 1407  
Laurinburg, NC 28352  
Phone: (910) 277-3231  
Fax: (910) 276-1043



August 18, 2015

Marsha Tapler  
Financial Analyst  
Office of Information Technology Services  
NC 911 Board  
PO Box 17209  
Raleigh, NC 27619-7209

Marsha,

Due to the fact that we have consolidated all disciplines (Fire, Police, Sheriff and EMS) into one Communications Center. We felt the increase in expenses are necessary to raise our standards in communications and the cost increase that will better our way of dispatching from the past. Our current fund balance of \$298,594.00 as of June of 2014 has been reduced to \$7919.74 this was to pay for expense in the consolidation. (i.e. \$41,889 for CAD, \$97062 for 911 Phone Equipment, \$122,530 for Telecommunicator Desk, and \$63,266 for Voice recorder) this will reduces our fund balance below the 20% allowed and will actually put us at a negative fund balance that will be taken out of the 2014-2015 funds. Thank you for your time and consideration in this matter.

Sincerely,

Mike Edge  
Director

North Carolina 911 Board

PSAP Name:	Scotland County Emergency Comr
Contact Name:	Mike Edge
Contact Address:	1403 West Blvd
City:	Laurinburg
Zip:	28352
Contact Email:	medge@scotlandcounty.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 must be filed with the NC 911 Board no later than March 6, 2015. 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, 2014 Emergency Telephone System Fund Balance: **\$298,548.94**

Expenditure	FY2014 (2013-2014) <b>ACTUAL</b> Expenditures from Reconciled Report	FY2016 (2015-2016) Requested Increase Amount <b>ONE-TIME Capital Purchase Cost</b>	FY2016 (2015-2016) Requested Increase Amount <b>Recurring MONTHLY Cost</b>	FY2016 (2015-2016) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
<b>Phone Systems - Furniture</b>				
9-1-1 trunk line charges				
Basic line charge only **One administrative line per call-taking position	544.43		141.66	
Interpretive Services	130.89		25.00	
Selective Routing and ALI provisioning	52,872.00			
Data Connections for the sole purpose of collecting call information for analysis. If connections is shared with non-eligible 911 device, only a percentage is eligible.				
Automatic Call Distribution System				
911 telephone equipment (CPE, etc.)	109,404.00		5,842.00	
TDD/TTY				
Furniture: Cabinets, tables, desks which hold 911 equipment				
TOTAL	\$162,951.32	\$0.00	\$6,008.66	\$0.00

SOFTWARE	FY2014 (2013-2014) <b>ACTUAL</b> Expenditures from Reconciled Report	FY2016 (2015-2016) Requested Increase Amount <b>ONE-TIME Capital Purchase</b>	FY2016 (2015-2016) Requested Increase Amount <b>Recurring MONTHLY Cost</b>	FY2016 (2015-2016) Requested Increase Amount <b>Recurring ANNUAL Cost</b>
CAD (modules that are part of the call-taking process only)				
GIS (to create and display the base map showing street centerlines and address, address point layer)				
Message switch software **must meet requirements noted in Approved Use of Funds list.				

MCT Digital Voiceless Dispatch Licensing **Allowable for Dispatched Protocols Law, Fire & EMS.				
Voice Logging Recorder				
MIS for 9-1-1 phone system				
Time Synchronization				
Dispatch Protocols (Law, Fire, Medical)				
Quality Assurance for Protocols				
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				
Software <b>MAINTENANCE</b>	8,318.00			12,963.00
<b>TOTAL</b>	<b>\$8,318.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,963.00</b>

	FY2014 (2013-2014) <b>ACTUAL</b> Expenditures from Reconciled Report	FY2016 (2015-2016) Requested <b>Increase</b> Amount <b>ONE-TIME</b> <b>Capital</b> <b>Purchase Cost</b>	FY2016 (2015-2016) Requested <b>Increase</b> Amount <b>Recurring</b> <b>MONTHLY</b> <b>Cost</b>	FY2016 (2015-2016) Requested Increase Amount <b>Recurring</b> <b>ANNUAL</b> <b>Cost</b>
<b>HARDWARE</b>				
CAD server				
GIS server				
911 Phone server	37,368.00			
Voice logging server				
Activity Monitor **must meet requirements				
Computer Workstations				
Time Synchronization				
UPS				
Generator	898.00			
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	323.26			
Mobile Message Switch				
Paging Interface With Computer Aided Dispatch (CAD) system				
Alpha / Numeric Pager Tone Generator				
Radio Consolette **as defined in Approved Use of Funds List				
Handheld GPS devices that are used strictly for 911 addressing **as defined in Approved Use of Funds List.				
Hosted Solutions.**Must be approved by 911 Staff prior to reporting.				
Hardware <b>MAINTENANCE</b>	596.00	493.35	666.97	
<b>TOTAL</b>	<b>\$39,185.26</b>	<b>\$493.35</b>	<b>\$666.97</b>	<b>\$0.00</b>



<b>Training Expenditures</b>			
<b>TOTAL</b>	\$1,050.00	\$0.00	\$1,000.00

<b>IMPLEMENTAL FUNCTIONS</b>			
Database Provisioning for 911			
Addressing for 911			
<b>TOTAL</b>	\$0.00	\$0.00	\$0.00

**TOTAL EXPENDITURES FY2014**      \$211,504.58

**Allowable Carry Forward**      \$40,654.00

<b>To be completed by 911 Board Staff:</b>	
<b>PROPOSED FY2016 FUNDING</b>	\$229,928.81
<b>FY2016 Anticipated Capital Expenditures</b>	\$13,456.35
<b>FY2016 Anticipated Monthly Recurring</b>	\$92,107.56
 <b>Requested FY2016 Funding</b>	 \$335,492.72

Staff recommendation is to approved requested funding of \$335,492.72



SCOTLAND COUNTY E911  
507 W COVINGTON ST  
LAURINBURG NC 28352-3701

Page 1 of 2  
Account Number 910 M15-8303 001 1916  
Billing Date Jul 25, 2015  
Web Site att.com

# Monthly Statement



*No text is worth a life.*  
Take the pledge at [itcanwait.com](http://itcanwait.com)

## Bill-At-A-Glance

Previous Bill	49,416.27
Payment - Thank You!	49,171.64CR
Adjustments	244.63CR
Balance	.00
Current Charges	12,292.91
<b>Total Amount Due</b>	<b>\$12,292.91</b>
Amount Due in Full by	<b>Aug 22, 2015</b>

## Billing Summary

Online: att.com/myatt	Page	
<b>Plans and Services</b>	1	12,292.91
1 877 438-0041 PIN: 4593		
Repair Service:		
1 866 620-6900		
<b>Total Current Charges</b>		<b>12,292.91</b>

## Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	7-14	AT&T	244.63CR	
2.	7-17	Payment		49,171.64
Totals			244.63CR	49,171.64

## Plans and Services

### Monthly Service - Jul 25 thru Aug 24

	Quantity	
3. Positron E911 Equipment	1	6,693.00
4. Positron Software	1	698.00
5. Positron Hardware Maintenance	1	2,061.00
6. Positron Software Maintenance	1	160.00
7. Positron Help Desk	1	544.00
8. Positron SMA/Evergreen	1	1,394.00
<b>Total Monthly Service</b>		<b>11,550.00</b>

### Government Fees and Taxes

Item No.	Description	Quantity
9.	NC - Sales and Use Tax	742.91

**Total Plans and Services 12,292.91**

## News You Can Use

### PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges **MUST** be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$12,292.91. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

### RATE INCREASE

The Federal Universal Service Fee (supports telecommunication needs of low-income households, consumers living in high-cost areas, schools, libraries and rural hospitals), and the Federal Subscriber Line Charge increased on 7/1/2015. Lifeline customers will continue to receive credit for the Federal Subscriber Line Charge. Your current bill reflects the change. For more information, please contact an AT&T Service Representative at the phone number listed on the front of your bill.

Local Services provided by AT&T North Carolina.

RECEIVED

AUG 14 2015

Scotland County Administration  
Accounts Payable

## News You Can Use Summary

- **PREVENT DISCONNECT**
  - **RATE INCREASE**
- See "News You Can Use" for additional information.



at&amp;t

SCOTLAND COUNTY E911  
507 W COVINGTON ST  
LAURINBURG NC 28352-3701

Page 1 of 2  
Account Number 910 M15-6516 001 1911  
Billing Date Jul 25, 2015  
Web Site att.com

# Monthly Statement



No text is worth a life.  
Take the pledge at [itcanwait.com](http://itcanwait.com)

## Bill-At-A-Glance

Previous Bill	4,744.42CR
Payment	.00
Adjustments	280.64CR
Balance	5,025.06CR
Current Charges	3,646.96
<b>Balance</b>	<b>\$1,378.10CR</b>
Payment is Not Required	

## Billing Summary

Online: att.com/myatt	Page	
Plans and Services	1	3,646.96
1 877 438-0041 PIN: 2637		
Repair Service:		
1 866 620-6900		
<b>Total Current Charges</b>		<b>3,646.96</b>

## Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	7-14	AT&T	280.64CR	

## Plans and Services

### Monthly Service - Jul 25 thru Aug 24

	Quantity	
2. E911 Service Features	5	1,350.00
3. E911, Automatic Number ID	2	102.00
4. Enh 911 (E911) Net Svc Charge	5	1,130.00
5. Auto No ID+ Acc Ln Update Info	2	138.00
6. E911 Equipment Lease	1	378.00
7. Software Lease	1	77.00
8. Hardware Maintenance Lease	1	57.00
9. ALI DB Enable PSAP to Query/ Retrieve Wireless Caller Loc	1	190.00

**Total Monthly Service 3,422.00**

### Government Fees and Taxes

Item No.	Description	Quantity	
10.	NC - State/Local Tax		190.40
11.	NC - Sales and Use Tax		34.56
<b>Total Government Fees and Taxes</b>			<b>224.96</b>

**Total Plans and Services 3,646.96**

## News You Can Use

### PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges **MUST** be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are \$0.00. Also, neglecting to pay for remaining charges may result in interruption or removal of these remaining services or further collection action.

### RATE INCREASE

The Federal Universal Service Fee (supports telecommunication needs of low-income households, consumers living in high-cost areas, schools, libraries and rural hospitals), and the Federal Subscriber Line Charge increased on 7/1/2015. Lifeline customers will continue to receive credit for the Federal Subscriber Line Charge. Your current bill reflects the change. For more information, please contact an AT&T Service Representative at the phone number listed on the front of your bill.

Local Services provided by AT&T North Carolina.

## News You Can Use Summary

- **PREVENT DISCONNECT**
  - **RATE INCREASE**
- See "News You Can Use" for additional information.

# Proposal for Service

**Emerson Network Power** | Liebert Services

Jul 15, 2015

SCOTLAND COUNTY EMERGENCY  
1403 WEST BLVD  
LAURINBURG, NC 28352

Jul 15, 2015

Mike Edge  
SCOTLAND COUNTY EMERGENCY  
1403 WEST BLVD  
LAURINBURG, NC US, 28352  
Q02338513

Phone: 910 277 3231

Thank you for your interest in Emerson Network Power, Liebert Services. We are pleased to submit the following proposal for your review and consideration.

As the rate of change and complexity in your data center increases, Emerson Network Power is the dedicated partner that you need to help you achieve your goals.

Please complete all required fields on the signature page and attach your Purchase Order to assist timely order processing. Should you have any questions regarding the proposal, feel free to contact me at 336.299.8806. I look forward to your response and the opportunity to work together to improve your data center investment.

Sincerely,  
*Tami*

Tami Mullis

JG Blackmon  
301-C Pomona Drive  
Greensboro, NC 27407

**PHONE** (336) 299-8806  
**FAX** (336) 299-1670  
**EMAIL** [tmullis@jgblackmon.com](mailto:tmullis@jgblackmon.com)

**Order** Q02338513

## Liebert UPS / Power / Battery Services:

- We are the Original Equipment Manufacturer and the experts on Liebert equipment with access to updates and changes, knowledge of engineering specifications, current issues and how to fix them correctly.
- Our factory trained service force is twice the size of the next largest competitor with over 650 customer engineers and field technicians in the United States alone; everywhere in the US the most knowledgeable engineers and technicians available, will cover you.

## Standard Maintenance Contracts :

Site #: 155309, SCOTLAND COUNTY EMERGENCY

Tag #	Description	Model #	Annual PM Qty.	Coverage Type (Coverage Dates)	Coverage Amount
1687920	NPOWER 65-80	37SA080C0C6B869	2	ESSENTIAL	\$4,565.00
1687923	SEALED BATTERY	37BP080XPXABNR	4	ESSENTIAL	\$3,438.60
1687924	MBC/SLIM LN CAB	37MB0800CC63N	1	ESSENTIAL	\$493.35

**Total price not including tax: \$8,496.95**

*any tax required must be included in customer purchase order*

**Payment Terms: Net 30 Days**

**UNINTERRUPTIBLE POWER SYSTEMS PERIPHERALS  
MAINTENANCE BYPASS CABINET  
LOAD BUS SYNC POWER TIE  
SLIM LINE DISTRIBUTION CABINET  
SCOPE OF WORK**

**ESSENTIAL SERVICE (1)**

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% parts coverage (excluding circuit breakers).
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Includes one Annual Preventive Maintenance visit scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- Performed by Liebert factory trained Customer Engineers.
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

**SERVICE PERFORMED**

**Full Preventive Maintenance Service**

Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.

Check all mechanical connections for tightness and heat discoloration, making corrections where necessary.

Clean any foreign material and dust from internal compartments.

Perform a status check of alarm circuits. (If Applicable).

Calibration of the equipment to meet manufacturer's specifications (if applicable).

Operational checkout of the system to include transfers and proper status indications.

Install or perform Engineering Field Change Notices (FCN) as necessary.

Return unit to operational service with normal load then measure and verify display indications.

**Note1: Preventive Maintenance usually requires a shutdown to ensure electrical connection integrity.**



## STATIONARY BATTERY SYSTEMS VRLA (SEALED) BATTERY SCOPE OF WORK

### ESSENTIAL SERVICE (4)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 1-800-LIEBERT Customer Response Center.
- Includes 100% corrective labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii. Does not include labor for full-string replacement.
- Includes access to Liebert Services Customer Services Network On-Line Internet portal.
- Includes battery recycling as required, with documentation meeting EPA requirements.
- Performed by Liebert factory trained Battery Specialist or Customer Engineers.
- Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- For 3-Phase UPS customers, includes three Quarterly and one Annual PM.
- Single Jar Replacement Service for Lead Acid Batteries: Includes freight, labor, disposal and batteries. Subject to limitations as stated below.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

### SERVICE PERFORMED

**\*\*During the initial PM visit, an Annual Service PM must be performed\*\***

#### **Quarterly Service**

Inspect the appearance and cleanliness of the battery and the battery room. Clean normal jar top dirt accumulation (to be done only with battery off line).

Measure and record the total battery float voltage and charging current.

Measure and record the overall AC ripple voltage.

Measure and record the overall AC ripple current.

Visually inspect the jars and covers for cracks and leakage.

Visually inspect for evidence of corrosion.

Measure and record the ambient temperature.

Verify the integrity of the battery rack/cabinet.

Measure and record 100% of the jar temperatures.

Measure and record the float voltage of all jars.

Measure and record all internal ohmic readings.

Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned.

#### **Annual Service Includes the Above, Plus**



Re-tighten all connections to the battery manufacturer's specifications, if required. Refer to the manufacturer's literature to determine if re-tightening is required.

Measure and record all battery connection resistances in micro-ohms, when applicable.

**Corrective Maintenance Performed as Required**

Refurbish cell connections as deemed necessary by the detailed inspection report.

**Conditions for Single Jar Replacement Service for Lead Acid Batteries**

The Customer is covered by an Essential or Preferred Contract.

The battery string is in overall good health as determined by Liebert Services; the battery string is not beyond expected service years or has had excessive single jar replacements that would make the string unstable.

Up to 10% of defective battery jars may be replaced within a 12-month period as exclusively determined by Liebert Services.

Contracts have no cash value for future years or full string battery replacements. Single jar replacement is limited to batteries in the original string.

Subject to Liebert Services Single Jar Replacement and Lead Acid Batteries Guidelines

## UNINTERRUPTIBLE POWER SYSTEMS ALL 3-PHASE MODELS SCOPE OF WORK

### ESSENTIAL SERVICE (2)

- Guaranteed 4-hour on-site emergency response, 7 days/week, 24 hours/day, within 150 miles of a Liebert Services' Service city.
- Includes 100% parts coverage (excluding batteries, air filters, and proactive full bank capacitor replacement.)
- Includes 1-800-LIEBERT Customer Response Center.
- Includes access to Liebert Customer Services Network On-Line Internet portal.
- Includes one Semi-Annual and one Annual Preventive Maintenance Service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays).
- Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
- Performed by Liebert factory trained Customer Engineers.
- Subject to all Terms & Conditions as noted in the Liebert Services Terms & Conditions.

### SERVICE PERFORMED

#### UPS Full Preventive Maintenance Service

##### **Semi-Annual Service**

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check module(s) completely for the following (if applicable):
5. Rectifier and inverter snubber boards for discoloration.
6. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.

##### **Annual Service Includes the Above, Plus**

1. Check the inverter and rectifier snubbers for burned or broken wires.
2. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
3. Check fuses on the DC capacitor deck for continuity (if applicable).
4. With customer approval, perform operational test of the system including unit transfer and battery discharge.
5. Calibrate and record all electronics to system specifications.
6. Check or perform Engineering Field Change Notices (FCN) as necessary.
7. Measure and record all low-voltage power supply levels.
8. Record phase-to-phase input voltage and currents.
9. Review system performance with customer to address any questions and to schedule any repairs.
10. Check power capacitors for swelling or leaking oil. (if applicable)
11. DC capacitor vent caps that have extruded more than 1/8". (if applicable)
12. Measure and record harmonic trap filter currents. (if applicable)

#### Battery Inspection Service - Performed During the UPS Semi-Annual and Annual PM Services.

1. Check integrity of battery cabinet (if applicable).
2. Visual inspection of the battery cabinet and/or room to include:

1. Check for NO-OX grease or oil on all connections (if applicable).
  2. Check battery jars for proper liquid level (if flooded cells).
  3. Check for corrosion on all the terminals and cables.
  4. Examine the physical cleanliness of the battery room and jars.
- 
3. Measure and record DC bus ripple voltage (if applicable).
  4. Measure and record total battery float voltage.

**Note1: Preventive Maintenance usually requires a shutdown to ensure electrical connection integrity.**

**Note2: Customer should check air filters monthly for cleanliness and replace as necessary.**

**Note3: Above maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.**

**Note4: The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.**

**Order Number: Q02338513**

Purchase Order must be assigned to:  
Emerson Network Power, Liebert Services, Inc.  
610 Executive Campus Dr  
Westerville OH 43082  
FID# 43-1798453

Payment remittance address:  
Emerson Network Power, Liebert Services, Inc.  
PO Box 70474  
Chicago, IL 60673

PO should be e-mailed or faxed with signed proposal to:  
Emerson Network Power, Liebert Services, c/o Tami Mullis  
Attn: Tami Mullis  
Email: tami@cochransystems.com  
Fax: (336) 299-1670

**Please complete the following information (All fields are required):**

Purchase Order Number: \_\_\_\_\_ Purchase Order attached: ☐ Yes ☐ No

If PO **NOT** attached, please specify reason: \_\_\_\_\_

Invoice Delivery Method: ☐ Web Billing (Attach Instructions) ☐ Mail ☐ Other \_\_\_\_\_  
☐ Accounts Payable Email \_\_\_\_\_

Billing Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

Bill-To Company Name: \_\_\_\_\_ Bill-To Address: \_\_\_\_\_

Federal Tax ID # \_\_\_\_\_ Bill-To City, ST Zip: \_\_\_\_\_

Tax Exempt: ☐ Yes (Attach tax exempt certificate) ☐ No

Site Services/IT Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**\* \* COVERAGE DETAILS \* \***

For equipment not currently under a Service Agreement or for equipment for which the warranty has expired in excess of thirty(30) days, parts required to bring equipment back to manufacturers specifications are the responsibility of the Buyer and billable at the time of the first preventive maintenance visit or Service call. All pricing is valid only for Service coverage stated and is subject to change if this Proposal is modified in any way. This Proposal is valid for 45 days from the date of this Proposal unless otherwise noted. By acceptance of this Proposal, Buyer expressly manifests its assent to the Terms and Conditions of this Proposal, and agrees that if any provision of Buyer's Order or other document or communication from Buyer is inconsistent with any provision of these Terms and Conditions, regardless of the order or timing of the exchange of such document or communication, these Terms and Conditions shall prevail.

Signature of this agreement authorizes Seller to invoice for Services mentioned herein and to utilize the provided purchase order number. If a purchase order number is not used, then the Buyer authorizes and guarantees Seller the payment of such invoices by authority of the signature below.

Thank you for your business.

Proposed By:

Accepted By:

Tami Mullis 7/15/2015  
Tami Mullis Date

\_\_\_\_\_  
Buyer Signature Required Date

\_\_\_\_\_  
Printed Name Title Phone

## SERVICES TERMS AND CONDITIONS

Emerson Network Power Liebert Services, Inc. (f/k/a Liebert Global Services, Inc.) is herein referred to as the "Seller" and the customer or person or entity purchasing services ("Services") and parts required for Services ("Parts") from Seller is referred to as the "Buyer." These Services Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope of work, or invoice from Seller relevant to the provision of Services and all documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of this agreement ("Agreement") governing the sale of Services and Parts by Seller to Buyer. Any discrepancies between the terms of the above referenced documents shall be resolved by Seller. Seller's acceptance of Buyer's purchase order is expressly conditional on Buyer's assent to all of the terms of this Agreement, including terms and conditions that are different from or additional to the terms and conditions of Buyer's purchase order. Buyer's acceptance of the Services and Parts will manifest Buyer's assent to the terms of this Agreement. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Services shall remain in effect for thirty (30) days after the date of Seller's quotation. Seller's scope of work or acknowledgment of Buyer's order for the Services, whichever occurs first, provided an unconditional authorization from Buyer for the performance of the Services is received and accepted by Seller within such time period. If authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Services. All prices are exclusive of taxes, which are to be borne by Buyer. Unless otherwise specified by Seller, Parts will be furnished at Seller's then prevailing prices.

2. **TAXES:** Any current or future tax or governmental charge (or increase in same) affecting Seller's costs of Services or costs of production, sale, delivery or shipment of Parts, or which Seller is otherwise required to pay or collect in connection with the provision of Services and Parts, shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms of payment are net 30 days from date of Seller's invoice. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this Agreement and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, at its sole interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, construction or similar lien rights. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required by Seller for future performance of Services or provision of Parts. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue performance of Services and provision of Parts. All purchases paid by credit card shall be charged a 2.0% usage surcharge of the invoice total, for fees paid by Seller to accept credit card transactions.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the performance dates acknowledged or quoted by Seller, all performance dates are approximate and not guaranteed. Seller, at its option, shall not be bound to tender delivery of any Parts for which Buyer has not provided shipping instructions and other required information. If the provision of Services or shipment of the Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. Unless otherwise specified by Seller, for sales of Parts in which the end destination of the Parts is outside of the United States, risk of loss and legal title to the Parts shall transfer to Buyer immediately after the Parts have passed beyond the territorial limits of the United States. For all other shipments, risk of loss and legal title shall pass from Seller to Buyer upon delivery to and receipt by carrier at Seller's shipping point. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) when delivered by the individual providing the Services, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be identified and signed for at the time of delivery.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller warrants that it will perform the Services as described in this Agreement and will exercise all reasonable skill, care and due diligence in the performance of the Services and shall perform the Services in accordance with professional practice. Seller warrants that all Services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of Services. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE SERVICES AND PARTS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller that is used in (i) the selection of the Services and/or Parts and (ii) the preparation of Seller's quotation and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Services or Parts, either alone or in combination with other parts.

6. **LIMITATION OF REMEDY AND LIABILITY:** THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO, AT SELLER'S SOLE OPTION, EITHER CORRECT PERFORMANCE FOR THAT PORTION OF THE SERVICES FOUND BY SELLER TO BE DEFECTIVE OR REFUND OF THE PRICE PAID FOR SERVICES.

SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC SERVICES OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

It is expressly understood that any technical advice furnished by Seller with respect to the use of the Parts and/or Services is given without charge, and Seller assumes no obligation or liability for the advice given, or results obtained, all such advice being given and accepted at Buyer's risk.

7. **INSURANCE:** Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$2,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit of \$2,000,000 per occurrence and aggregate. CGL includes Contractual Liability. CGL does not include Products and Completed Operations coverage, which is self-insured. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$2,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Additional information related to the insurance coverage provided by Seller can be found at [www.marsh.com/mvmo?client=0900](http://www.marsh.com/mvmo?client=0900).**

Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.

8. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to acts of God; war; epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances; acts or omissions of Buyer, including, without limitation, those specified in Section 19; or any events or causes beyond Seller's reasonable control. Performance of Services and deliveries of Parts may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of

any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Services or Parts or to obtain material used directly or indirectly in the manufacture of the Parts is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, Seller may delay performance of Services or allocate its available supply of the Parts among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

9. **CANCELLATION:** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

10. **CHANGES:** Buyer may request changes or additions to the Services. In the event such changes or additions are accepted by Seller, Seller may revise the price and performance dates. Seller reserves the right to change designs and specifications for the Parts without prior notice to Buyer, except with respect to Parts being made-to-order for Buyer. Seller shall have no obligation to install or make such change in any Parts manufactured prior to the date of such change.

11. **NUCLEAR/MEDICAL:** SERVICES AND PARTS SOLD HEREUNDER ARE NOT FOR USE IN CONNECTION WITH ANY NUCLEAR, MEDICAL, LIFE-SUPPORT AND RELATED APPLICATIONS. Buyer accepts Services and Parts with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers or users and to defend, indemnify and hold harmless Seller from any claims, losses, suits, judgments and damages, including incidental and consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment or delegation, without such consent, shall be void.

13. **INSPECTION:** Buyer shall have ten (10) days from the date of completion of each portion of the Services to inspect the Services, and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Services are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Services.

14. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates for any of the following: a) any Services not specified in Seller's quotation, Seller's order acknowledgment, Seller's scope of work, or other documents referenced herein and therein; b) any Services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features); (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner); (iii) failure to operate equipment in accordance with applicable specifications; and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

15. **DRAWINGS:** Seller's documentation, prints, and drawings ("Documents") (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Notwithstanding the foregoing, Buyer may use the Documents in connection with the Services and Parts.

16. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States, and the jurisdictions in which the Seller and Buyer are established or from which Services and Parts may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, or export Parts in violation of such applicable laws, regulations, orders or requirements.

17. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Buyer and for a period of one (1) year after the last provision of Services.

18. **GENERAL PROVISIONS:** These Services Terms and Conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these Services Terms and Conditions. No change, modification, rescission, discharge, abandonment, or waiver of these Services Terms and Conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein. Seller reserves the right to subcontract Services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in the county of Franklin, state of Ohio, and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this Agreement.

19. **ADDITIONAL SERVICE CONDITIONS:** The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Services are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Services. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform Services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller performance of Services. Buyer shall appoint a representative familiar with the site and the nature of the Services to be performed by Seller to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

20. **INDEMNITY:** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

## Stratus Service Quote

Preparer: Carolyn Petrishen

Quote Date: 4/20/15

Account: SCOTLAND COUNTY EMERGENCY SERVICES

Site ID: 32967

Renewal Period: 6/15/15 - 6/14/16

Pricelist: USA (USD)

Service Level: TAW3000S: Total Assurance (Windows) (12 months)



Svc	Item	Item Description	Qty	Annual Rate
HW	P2700-1S-VB	ftServer 2700 Rack mountable, 1-way, DMR,	1	\$ 4,491.00
HW	AS391	Disk Drive Blank for ftServer family	12	\$ -
HW	C660	ASN Modem for ftServer	1	\$ -
HW	D342E	146 GB 15K RPM SAS 2.5-inch disk drive	4	\$ -
HW	D345E-P	300GB 15K RPM SAS 2.5-inch disk drive	2	\$ -
HW	M252	8GB DDR3 DIMM	8	\$ -
HW	V115F	ftServer USB Keyboard/Mouse	1	\$ -
SW	AUL-WC-S0796A	Automated Uptime Layer for Windows-base	1	\$ -
SW	S0799A-EE2	Microsoft Windows Server 2008 Enterprise I	1	\$ -
Annual Renewal Rate				\$ 4,491.00

Please direct purchase order or inquiries to [Stratus\\_AR@Stratus.com](mailto:Stratus_AR@Stratus.com)



Carolina Recording Systems, LLC  
P.O. Box 11311  
Charlotte, NC 28220

# Service Agreement Renewal Budgetary Quote

**This is not an Invoice**

**Customer Name:**

Scotland County 911  
Attn: Mike Edge  
P.O. Box 1407/1403 West Blvd.  
Laurinburg, NC 28353

Annual Service Agreement Renewal Period			Date	Agreement Term	Account #
1/1/2016 thru 12/31/2017			1/1/2015	One Year Renewable	S-1116
QTY	MODEL	DESCRIPTION	UNIT PRICE	TOTAL	
1	Maintenance	Annual Maintenance 2016-2017	12,445.00	12,445.00	
	NexLog	88-Channel Communications Recording System	0.00	0.00	
		Console Recorder (S/N: 740001442)			
		Trunk Recorder (S/N: 740001443)			
		***Includes Peripherals Below***			
		-Web-Browser Playback			
		-Redaction			
		-Real-Time Monitor			
		-Screen Capture			
		-QA Evaluations			
		-Central Storage of Incidents			
		-Contact Closure			
		-Instant Recall			
		-ANI/ALI Metadata Integration			
1	NAS-6TB	Network Attached Storage Server - 6TB RAID5, Quad Core Xeon Processor, 4GB RAM, Windows Server 2012	0.00	0.00	
		System S/N: ULT30107643001 / Dongle #11567 located at 1403 West Blvd.			
Contact Information: Phone: 888-776-0202 Fax: 888-776-0201 Service Dispatch: 888-661-0202 Website: www.crsnc.com			Subtotal	\$12,445.00	
			Total	\$12,445.00	

216 Budget	Yearly Cost	Total	Monthly Totals
<b>Software</b>			
Priority Dispatch Support	\$2,500.00		
Southern Software			
MDIS	\$1,301.00		
CAD	\$10,250.00		
MDS	\$5,250.00		
MCA	\$1,250.00		
CAD Wireless Messaging	\$730.00		
		<b>\$21,281.00</b>	<b>\$1,773.42</b>
<b>Hardware</b>			
Stratus Server Support	\$4,491.00		
Twoway Radio	\$19,200.00		
Ezzell Electric Generator	\$2,534.70		
Repair/Maintence Equipment	\$2,000.00		
Battery Backup	\$8,624.85		
Carolina Recording	\$12,445.00		
		<b>\$49,295.55</b>	<b>\$4,107.96</b>
<b>Phone System</b>			
AT&T E911 Phone	\$179,508.00		
Call Back Lines	\$1,700.00		
Language Line	\$300.00		
		<b>\$181,508.00</b>	<b>\$15,125.67</b>
<b>Training</b>			
Conferences & Classes	\$12,000.00		
		<b>\$12,000.00</b>	<b>\$1,000.00</b>
Total Budget	<b>\$264,084.55</b>		



**This service agreement is entered into by Ezzell Electrical Components, Inc. and the generating set(s) and attached equipment listed in the best possible condition. This will minimize the necessity of emergency attention, thus assuring efficient upkeep practices by trained technical personnel at a minimum cost.**

**Upon acceptance of this agreement, Ezzell Electrical Components, Inc. will render the service listed below on this equipment. It will be inspected during regular business hours at the designated dates as long as the agreement remains in effect. These inspections will include:**

- 1) The entire equipment to be lubricated, and oil changed if the running time is more than 100 hours or 11 months.**
- 2) Fuel tanks and lines to be inspected for the purpose of determining if excessive sludge or rust is collecting. All fuel filters and sediment bowls to be cleaned.**
- 3) Check entire equipment for fuel, water or oil leaks.**
- 4) Check condition of batteries and report any action necessary for recharging or replacing.**
- 5) Clean or change air filter elements as required.**
- 6) Check automatic transfer switch for proper operation and clean contacts and lubricate all moving parts.**
- 7) Check all instruments for proper operation.**
- 8) Instruct proper personnel, if such personnel is available and present at time of regular inspection, on operating and upkeep procedures between regular call by Ezzell Electrical Components, Inc. service personnel.**
- 9) After all of the above, run generating set and conduct test. (Under load when allowed).**
- 10) Submit a report to the owner, of this entire inspection, advising of any further parts or work required.**

**It is the purpose of this inspection to repair and maintain the equipment in good running condition. For this purpose any parts required or labor needed other than for the agreed service for the agreed generator set will be charged to the owner at regular rates.**

**The charge for this service is based on 2 trips per year at Scotland County Communications and will be as follows:**

**\$ 2,534.70 per year**

**Trip dates are scheduled for September and March**

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**GENERATOR INFORMATION**

MAKE	MODEL	S/N	LOCATION
Cat	LC5	G5A06875	Communications Building
Kohler	60ROZJ81	301197	
Baldor	TS176-3J	1085175-G20	

Emergency service between regular inspections will be provided per agreement customer labor rates that are in effect at the time of repair, plus overtime for all labor over the regular eight hour day. Room and board, if applicable, to be billed at actual cost, and mileage at prevailing rates.

It is understood this agreement does not include any parts or labor, other than those specifically quoted for servicing your generator. It does not include expenses to repair damaged caused by abuse, accident, theft, acts of a third person, forces of nature, or altering the equipment. Ezzell Electrical Components, Inc. shall be responsible for the failure to render the service for causes beyond its control, including strikes and labor disputes, but only to the extent of refunding half of the annual fee.

Ezzell Electrical Components, Inc. warrants and agrees that all of its personnel performing service pursuant to this contract shall be trained for the services they are to perform and that all parts and material installed hereto shall be new and suitable for use intended.

Ezzell Electric agree to correct by repair or replacement any defects of material or workmanship installed under this contract which may develop under normal and proper use within 30 days from installation, provided the owner gives us written notice within 48 hours of discovering such defects and inspection substantiates owners claim. Such correction shall constitute a fulfillment of all obligations to the owner and shall constitute his sole remedy. Ezzell Electrical Components, Inc. shall have no responsibility to the owner for special or consequential damage or incidental or economic loss.

All warranty service work done by Ezzell Electrical Components, Inc. will be performed during regular working hours. In the event the customer requests work of this nature after the regular working hours or weekends, the customer agrees to pay the portion of the charge that is over and above the normal rate.

This agreement is not assignable without the consent of the owner and Ezzell Electrical Components, Inc. and will be automatically renewed annually until cancellation by either party through written notice to the other, notice to be received 30 days prior to the anniversary date or a cancellation fee will be charged.

It is mutually understood that this sets forth our entire agreement.

**Owner:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

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Ezzell Electric Representative: \_\_\_\_\_

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

Report No TCS-711	Information Technology Services	Run date 06/11/2015
Program - TSL0705	Telecommunication Services - Monthly Expenses	Page 60,562

: DisCd	6-1303	-	
: Department	QC83000083210031	- SCOCO - SCOTLAND COUNTY 911 CE	Period ending - MAY 31, 2015
: Invoice	T150511720		


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Expense Summary	
Type of Expense	Amount
Local Service.....	\$515.60
Long Distance.....	\$26.80
Total.....	\$542.40


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Please send a copy of this cover sheet  
 Include invoice number on a check payable to -  
     Office of Information Technology Services  
     State Telecommunication Services

Standard agency vendor number - 56-2032825

Mail check to -  
     Office of Information Technology Services  
     P.O. Box 17209  
     Raleigh, NC 27619-7209

    Attn - Accounts Receivable

\* Billing inquiries should be directed to:  
     ITS Customer Support Center:  
     1-919-754-6000 or toll free 1-800-722-3946  
     its.incidents@its.nc.gov

Approved for payment: \_\_\_\_\_

Period ending - MAY 31, 2015

[illegible]

Period ending - MAY 31, 2015

Local Service	Inst/Svc /Maint	Voice Misc	WAN	SNA	Point to Point	Dial-Up Data	Long Distance	
Virtual Service	1-800 Service	Calling Cards	Cellular Charges	Video Service	MISC /PassThru	ERATE	LAN	Total
17.12 -	- -	- -	- -	- -	- -	- -	- -	17.12
17.12 -	- -	- -	- -	- -	- -	- -	- -	17.12
17.12 -	- -	- -	- -	- -	- -	- -	- -	17.12
17.12 -	- -	- -	- -	- -	- -	- -	- -	17.12
17.12 -	- -	- -	- -	- -	- -	- -	1.00 -	18.12
17.12 -	- -	- -	- -	- -	- -	- -	- -	17.12
17.12 -	- -	- -	- -	- -	- -	- -	1.50 -	18.62
17.12 -	- -	- -	- -	- -	- -	- -	- -	17.12
17.12 -	- -	- -	- -	- -	- -	- -	- -	17.12
17.12 -	- -	- -	- -	- -	- -	- -	- -	17.12
17.12 -	- -	- -	- -	- -	- -	- -	- -	17.12
17.12 -	- -	- -	- -	- -	- -	- -	1.50 -	18.62
17.12 -	- -	- -	- -	- -	- -	- -	.70 -	17.82

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Report No TCS-711
Program - TSL0705
Information Technology Services
Telecommunication Services - Monthly Expenses
Run date 06/11/2015
Page 60,565

:
: DisCd 6-1303 -
: Department QC83000083210031 - SCOCO - SCOTLAND COUNTY 911 CE
: Invoice T150511720
: Period ending - MAY 31, 2015
:
+-----+
: Employee Summary
:
:
: Local Inst/Svc Voice Point Dial-Up Long
: Service /Maint Misc WAN SNA to Point Data Distance
:-----+-----+-----+-----+-----+-----+-----+-----+
:
: Virtual 1-800 Calling Cellular Video MISC
: Service Service Cards Charges Service /PassThru ERATE LAN Total
:-----+-----+-----+-----+-----+-----+-----+-----+
:
: 910-277-3224 17.12 - - - - - - - -
: - - - - - - - - 17.12
:
: 910-277-3231 17.12 - - - - - - - .05
: - - - - - - - - 17.17
:
: Total 515.60 - - - - - - - 26.80
: - - - - - - - - 542.40
:
+-----+

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Report No TCS-711                      Information Technology Services          Run date 06/11/2015
Program - TSL0705                      Telecommunication Services - Monthly Expenses      Page    60,566
:
: DisCd          6-1303                  -
: Department     QC83000083210031        - SCOCO - SCOTLAND COUNTY 911 CE
: Invoice         T150511720
:
: Bill Number    910-276-1043            -
:
+-----+
: Services & Activities
:
:   Date          Billing Nbr/          Product/ Service          Description          Charge          Qty          Rate
:   ----          -
:   03 Local Service
:   05/31 Line 910-276-1043          BELLSL          SINGLE ACCESS LINE          15.80          1          15.80
:   05/31 Line 910-276-1043          BELLSLRF          CENTREX REGULATORY FEES          1.32          1          1.32
:   Sub Total- Local Service          17.12
: 10 Long Distance
:   05/31 Line 910-276-1043          DFR      2 calls          Domestic switched          .20          4 mins
:
: ** Total ----          2 calls          17.32
:
+-----+
: Call Charges
:
: Bill Nbr      Date   Time      Call   .....Called Number..... Call      Call
: -----      ----   ----      Mins   :                               : Type      Cost
:                               :
:           5/ 5  1426          2.0  919-733-7021  RALEIGH  NC  DFR          .10
:           5/ 8  0837          2.0  919-733-7021  RALEIGH  NC  DFR          .10
:
:           4.0          2 Itemized calls          .20
:
: Total - Bill Number          4.0          2 Calls          .05 Avg/Min          .20
:
: Avg per outgoing call          2.0          2 Calls          .10
:
+-----+

```



: Services & Activities							
Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate	
----		-----	-----	-----	---	----	
03	Local Service						
05/31	Line 910-277-2465	BLBELL	BELL BUSINESS LINE	26.25	1	26.25	
05/31	Line 910-277-2465	BLBELLRF	BUSINESS LINE REGULATORY FE	8.99	1	8.99	
**	Total ----			35.24			

:  
: DisCd 6-1303 -  
: Department QC83000083210031 - SCOCO - SCOTLAND COUNTY 911 CE  
: Invoice T150511720  
:  
: Bill Number 910-277-2599 -

Period ending - MAY 31, 2015

Services & Activities

Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate
03 Local Service						
05/31 Line 910-277-2599		BLBELL	BELL BUSINESS LINE	26.25	1	26.25
05/31 Line 910-277-2599		BLBELLRF	BUSINESS LINE REGULATORY FE	8.99	1	8.99
** Total	----			35.24		

:  
: DisCd 6-1303 -  
: Department QC83000083210031 - SCOCO - SCOTLAND COUNTY 911 CE  
: Invoice T150511720  
:  
: Bill Number 910-277-2617 -

Period ending - MAY 31, 2015

Services & Activities

Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate
03 Local Service						
05/31 Line	910-277-2617	BELLSL	SINGLE ACCESS LINE	15.80	1	15.80
05/31 Line	910-277-2617	BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32
** Total	----			17.12		

: Services & Activities							
Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate	
----		-----	-----	-----	---	----	
03	Local Service						
05/31	Line 910-277-2641	BELL	SINGLE ACCESS LINE	15.80	1	15.80	
05/31	Line 910-277-2641	BELL	CENTREX REGULATORY FEES	1.32	1	1.32	
**	Total	----		17.12			

: DisCd	6-1303	-		
: Department	QC83000083210031	- SCOCO - SCOTLAND COUNTY 911 CE	Period ending - MAY 31, 2015	
: Invoice	T150511720			
:				
: Bill Number	910-277-2725	-		

Services & Activities						
Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate
----		-----	-----	-----	---	----
03	Local Service					
05/31	Line 910-277-2725	BELL	SINGLE ACCESS LINE	15.80	1	15.80
05/31	Line 910-277-2725	BELL	CENTREX REGULATORY FEES	1.32	1	1.32
** Total	----			17.12		

: Services & Activities							:
:							:
:	Date	Billing Nbr/	Product/ Service	Description	Charge	Qty	Rate
:	----	Work Order	-----	-----	-----	---	----
:							:
:	03	Local Service					
:	05/31	Line 910-277-2729	BELL	SINGLE ACCESS LINE	15.80	1	15.80
:	05/31	Line 910-277-2729	BELL	CENTREX REGULATORY FEES	1.32	1	1.32
:							:
:	**	Total	----		17.12		
:							:
:							:
:							:

Program - TSL0705

Telecommunication Services - Monthly Expenses

Page 60,573

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: DisCd          6-1303
: Department     QC83000083210031
: Invoice         T150511720
:
: Bill Number    910-277-3138

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- SCOCO - SCOTLAND COUNTY 911 CE

Period ending - MAY 31, 2015

## : Services &amp; Activities

Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate
03 Local Service						
05/31 Line	910-277-3138	BELL	SINGLE ACCESS LINE	15.80	1	15.80
05/31 Line	910-277-3138	BELL	CENTREX REGULATORY FEES	1.32	1	1.32
** Total				17.12		

: Services & Activities								:
:								:
:	Date	Billing Nbr/	Product/ Service	Description	Charge	Qty	Rate	:
:	----	Work Order	-----	-----	-----	---	----	:
:								:
:	03	Local Service						:
:	05/31	Line 910-277-3143	BELLSL	SINGLE ACCESS LINE	15.80	1	15.80	:
:	05/31	Line 910-277-3143	BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32	:
:								:
:	**	Total	----		17.12			:
:								:
:								:
-----								:



:  
: DisCd 6-1303 -  
: Department QC83000083210031 - SCOCO - SCOTLAND COUNTY 911 CE  
: Invoice T150511720  
:  
: Bill Number 910-277-3144 -

Period ending - MAY 31, 2015

Services & Activities

Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate
03 Local Service						
05/31 Line	910-277-3144	BELLSL	SINGLE ACCESS LINE	15.80	1	15.80
05/31 Line	910-277-3144	BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32
** Total	----			17.12		

: Services & Activities							
Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate	
----		-----	-----	-----	---	----	
03	Local Service						
05/31	Line 910-277-3145	BELL	SINGLE ACCESS LINE	15.80	1	15.80	
05/31	Line 910-277-3145	BELL	CENTREX REGULATORY FEES	1.32	1	1.32	
** Total	----			17.12			

: DisCd 6-1303 -

: Department QC83000083210031 - SCOCO - SCOTLAND COUNTY 911 CE

: Invoice T150511720

: Bill Number 910-277-3146 -

Period ending - MAY 31, 2015

Services & Activities							
Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate	
03 Local Service							
05/31 Line 910-277-3146		BELLSL	SINGLE ACCESS LINE	15.80	1	15.80	
05/31 Line 910-277-3146		BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32	
Sub Total- Local Service				17.12			
10 Long Distance							
05/31 Line 910-277-3146		DFE 2 calls	Domestic switched	.10	2 mins		
05/31 Line 910-277-3146		DFR 5 calls	Domestic switched	.35	7 mins		
Sub Total- Long Distance		7 calls		.45			
** Total ----		7 calls		17.57			

Call Charges									
Bill Nbr	Date	Time	Call Mins	.....Called Number.....	Call Type	Call Cost	.....Identification.....		
	5/ 2	1146	2.0	919-353-0818	SANFORD NC DFR	.10			
	5/ 4	1741	1.0	551-1436	FAYETTEVL NC DFR	.05			
	5/ 4	1928	2.0	919-707-0030	RALEIGH NC DFR	.10			
	5/10	2214	1.0	843-862-0351	BENNETTSVLSC DFE	.05			
	5/13	1005	1.0	751-4455	FAYETTEVL NC DFR	.05			
	5/16	0038	1.0	568-1435	FAYETTEVL NC DFR	.05			
	5/24	0731	1.0	843-479-1111	BENNETTSVLSC DFE	.05			
			9.0	7 Itemized calls		.45			
Total - Bill Number			9.0	7 Calls	.05 Avg/Min	.45			
Avg per outgoing call			1.2	7 Calls		.06			

: DisCd 6-1303 -

: Department QC83000083210031 - SCOCO - SCOTLAND COUNTY 911 CE

: Invoice T150511720

: Period ending - MAY 31, 2015

: Bill Number 910-277-3173 -

Services & Activities

Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate
03 Local Service						
05/31 Line 910-277-3173		BELLSSL	SINGLE ACCESS LINE	15.80	1	15.80
05/31 Line 910-277-3173		BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32
Sub Total- Local Service				17.12		
10 Long Distance						
05/31 Line 910-277-3173		DFE 94 calls	Domestic switched	8.65	173 mins	
05/31 Line 910-277-3173		DFR 141 calls	Domestic switched	12.75	255 mins	
Sub Total- Long Distance		235 calls		21.40		
** Total ----		235 calls		38.52		

Call Charges

Bill Nbr	Date	Time	Call Mins	.....Called :	Number.....	Call Type	Call Cost	.....Identification.....
5/ 1	0314	1.0	336-391-6496	WINSTN	SALNC	DFR	.05	
5/ 1	1151	1.0	843-862-1157	BENNETTS	SVLSC	DFE	.05	
5/ 1	1247	3.0	704-838-7450	STATESVL	NC	DFR	.15	
5/ 1	1357	1.0	601-927-1534	JACKSON	MS	DFE	.05	
5/ 1	1528	2.0	203-272-2200	CHESHIRE	CT	DFE	.10	
5/ 1	1706	1.0	704-838-7450	STATESVL	NC	DFR	.05	
5/ 1	1856	1.0	202-215-1399	WASHINGTONDC		DFE	.05	
5/ 1	1856	1.0	202-215-1399	WASHINGTONDC		DFE	.05	
5/ 1	2241	3.0	823-6686	FAYETTEVL	NC	DFR	.15	
5/ 1	2244	1.0	823-6686	FAYETTEVL	NC	DFR	.05	
5/ 1	2245	2.0	823-6686	FAYETTEVL	NC	DFR	.10	
5/ 2	0056	1.0	843-862-2294	BENNETTS	SVLSC	DFE	.05	
5/ 2	0712	1.0	843-535-1941	BENNETTS	SVLSC	DFE	.05	
5/ 2	0720	1.0	843-535-1941	BENNETTS	SVLSC	DFE	.05	
5/ 2	1103	1.0	843-535-7507	BENNETTS	SVLSC	DFE	.05	
5/ 2	1542	1.0	322-3025	FAYETTEVL	NC	DFR	.05	
5/ 2	1759	4.0	919-773-7900	RALEIGH	NC	DFR	.20	
5/ 3	1100	1.0	240-626-6700	FREDERICK	MD	DFE	.05	
5/ 3	1124	1.0	704-489-1961	DENVER	NC	DFR	.05	
5/ 3	1125	3.0	704-735-8202	LINCOLNTONNC		DFR	.15	
5/ 3	1148	1.0	690-5277	SOUTHEPINSNC		DFR	.05	
5/ 3	1153	1.0	299-2621	CLINTON	NC	DFR	.05	
5/ 3	1304	2.0	843-479-9999	BENNETTS	SVLSC	DFE	.10	
5/ 3	1338	1.0	704-530-8461	LINCOLNTONNC		DFR	.05	
5/ 3	1338	3.0	704-735-8202	LINCOLNTONNC		DFR	.15	
5/ 3	1341	11.0	704-530-8461	LINCOLNTONNC		DFR	.55	
5/ 3	1345	7.0	214-394-9354	GRANDPRARITX		DFE	.35	

: Call Charges	:
----------------	---

: DisCd6-1303-  
: DepartmentQC83000083210031- SCOCO - SCOTLAND COUNTY 911 CE  
: InvoiceT150511720  
: Period ending - MAY 31, 2015  
: Bill Number910-277-3173-

Call Charges									
Bill Nbr	Date	Time	Call Mins	Called	Number	Call Type	Call Cost	Identification	
5/ 8	1828	4.0	919-605-9712	RALEIGH	NC	DFR	.20		
5/ 8	2010	3.0	919-773-7900	RALEIGH	NC	DFR	.15		
5/ 9	0240	1.0	843-862-6778	BENNETTSVLSC	DFE	.05			
5/ 9	0242	1.0	843-862-6778	BENNETTSVLSC	DFE	.05			
5/ 9	0408	1.0	919-946-0105	RALEIGH	NC	DFR	.05		
5/ 9	0755	4.0	919-773-7900	RALEIGH	NC	DFR	.20		
5/ 9	0811	1.0	704-985-2641	ALBEMARLE	NC	DFR	.05		
5/ 9	1508	1.0	347-743-0072	BROOKLYN	NY	DFE	.05		
5/ 9	1600	1.0	875-2135	RAEFORD	NC	DFR	.05		
5/ 9	1759	3.0	843-479-1111	BENNETTSVLSC	DFE	.15			
5/10	0425	5.0	336-417-1304	BURLINGTONNC	DFR	.25			
5/10	0426	4.0	336-417-1304	BURLINGTONNC	DFR	.20			
5/10	1010	1.0	704-465-9210	WADESBORO	NC	DFR	.05		
5/10	1533	3.0	704-953-1818	CHARLOTTE	NC	DFR	.15		
5/10	1537	1.0	843-479-6182	BENNETTSVLSC	DFE	.05			
5/10	1607	1.0	978-7152	FAYETTEVL	NC	DFR	.05		
5/10	1828	1.0	404-528-4154	ATLANTA	GA	DFE	.05		
5/10	1829	1.0	433-1529	FAYETTEVL	NC	DFR	.05		
5/10	1831	7.0	433-1529	FAYETTEVL	NC	DFR	.35		
5/10	1935	1.0	229-9003	FAYETTEVL	NC	DFR	.05		
5/10	2223	6.0	919-890-2407	RALEIGH	NC	DFR	.30		
5/10	2306	5.0	704-616-0817	GASTONIA	NC	DFR	.25		
5/11	0913	1.0	551-8736	FAYETTEVL	NC	DFR	.05		
5/11	1252	2.0	336-324-7552	GREENSBORONC	DFR	.10			
5/11	1256	1.0	336-324-7552	GREENSBORONC	DFR	.05			
5/11	1257	1.0	336-324-7552	GREENSBORONC	DFR	.05			
5/11	1348	1.0	299-2621	CLINTON	NC	DFR	.05		
5/11	1936	1.0	919-538-1057	RALEIGH	NC	DFR	.05		
5/11	2107	1.0	747-6235	CLINTON	NC	DFR	.05		
5/12	0849	1.0	843-535-3019	BENNETTSVLSC	DFE	.05			
5/12	1116	1.0	843-862-3287	BENNETTSVLSC	DFE	.05			
5/12	1349	1.0	336-9293	CLINTON	NC	DFR	.05		
5/12	1609	3.0	704-474-3280	NORWOOD	NC	DFR	.15		
5/12	1840	2.0	639-0255	SOUTHEPINSNC	DFR	.10			
5/12	1842	1.0	715-8747	PINEHURST	NC	DFR	.05		
5/12	1843	1.0	715-8747	PINEHURST	NC	DFR	.05		
5/12	2033	1.0	704-309-5555	CHARLOTTE	NC	DFR	.05		
5/13	2046	1.0	843-535-3105	BENNETTSVLSC	DFE	.05			
5/13	2109	1.0	947-2911	CARTHAGE	NC	DFR	.05		
5/13	2113	1.0	843-535-3105	BENNETTSVLSC	DFE	.05			
5/14	1558	1.0	229-9554	FAYETTEVL	NC	DFR	.05		
5/15	0142	1.0	220-0814	TROY	NC	DFR	.05		
5/15	0928	1.0	980-226-8130	CHARLOTTE	NC	DFR	.05		
5/15	0940	1.0	975-4991	CANDOR	NC	DFR	.05		

: DisCd6-1303-  
: DepartmentQC83000083210031- SCOCO - SCOTLAND COUNTY 911 CE  
: InvoiceT150511720  
: Period ending - MAY 31, 2015  
: Bill Number910-277-3173-

Call Charges									
Bill Nbr	Date	Time	Call	.....Called	Number.....	Call	Call	.....Identification.....	
-----	----	----	Mins	:		: Type	Cost	:	:
	5/15	1246	1.0		639-0255	SOUTHEPINSNC	DFR	.05	
	5/15	1458	2.0	843-479-1111	BENNETTSVLSC	DFE	.10		
	5/15	1702	2.0	322-6146	FAYETTEVL NC	DFR	.10		
	5/15	1800	1.0	336-6998	CLINTON NC	DFR	.05		
	5/16	0900	2.0	732-213-1294	NEWBRNSWCKNJ	DFE	.10		
	5/16	1455	1.0	207-3524	WHITEVILLENC	DFR	.05		
	5/16	1841	1.0	504-800-2767	KENNER LA	DFE	.05		
	5/16	1844	1.0	336-995-7015	WINSTN SALNC	DFR	.05		
	5/16	1909	1.0	639-0255	SOUTHEPINSNC	DFR	.05		
	5/16	2300	1.0	843-535-2323	BENNETTSVLSC	DFE	.05		
	5/16	2351	4.0	633-9105	ST PAULS NC	DFR	.20		
	5/17	1150	1.0	229-9554	FAYETTEVL NC	DFR	.05		
	5/17	2127	1.0	364-6536	FAYETTEVL NC	DFR	.05		
	5/18	0021	1.0	843-862-6035	BENNETTSVLSC	DFE	.05		
	5/18	0211	1.0	850-3142	FAYETTEVL NC	DFR	.05		
	5/18	1201	1.0	639-0255	SOUTHEPINSNC	DFR	.05		
	5/18	1840	1.0	504-800-2767	KENNER LA	DFE	.05		
	5/18	1840	2.0	504-800-2767	KENNER LA	DFE	.10		
	5/18	1840	1.0	504-800-2767	KENNER LA	DFE	.05		
	5/18	1856	6.0	504-800-2767	KENNER LA	DFE	.30		
	5/18	1856	6.0	504-800-2767	KENNER LA	DFE	.30		
	5/18	1923	1.0	504-800-2767	KENNER LA	DFE	.05		
	5/18	2303	8.0	843-1001	REDSPRINGSNC	DFR	.40		
	5/18	2325	1.0	568-1435	FAYETTEVL NC	DFR	.05		
	5/19	1115	1.0	778-4183	FAYETTEVL NC	DFR	.05		
	5/19	1523	1.0	913-775-2227	LEAVENWTH KS	DFE	.05		
	5/19	1525	1.0	229-7114	FAYETTEVL NC	DFR	.05		
	5/19	1832	1.0	987-9199	FAYETTEVL NC	DFR	.05		
	5/19	2046	8.0	843-479-1111	BENNETTSVLSC	DFE	.40		
	5/19	2122	1.0	803-984-9393	ROCK HILL SC	DFE	.05		
	5/19	2123	1.0	843-862-1761	BENNETTSVLSC	DFE	.05		
	5/19	2242	1.0	919-455-8154	RALEIGH NC	DFR	.05		
	5/20	1503	1.0	803-305-7389	SUMTER SC	DFE	.05		
	5/20	1503	1.0	803-305-7389	SUMTER SC	DFE	.05		
	5/20	1526	1.0	803-305-7389	SUMTER SC	DFE	.05		
	5/20	1652	3.0	988-0316	FAYETTEVL NC	DFR	.15		
	5/20	1705	1.0	682-4003	CLINTON NC	DFR	.05		
	5/20	1747	3.0	682-4003	CLINTON NC	DFR	.15		
	5/20	1840	5.0	843-479-1111	BENNETTSVLSC	DFE	.25		
	5/21	0831	1.0	728-8892	FAYETTEVL NC	DFR	.05		
	5/21	1356	1.0	751-4455	FAYETTEVL NC	DFR	.05		
	5/21	1755	1.0	843-479-1111	BENNETTSVLSC	DFE	.05		
	5/21	1758	1.0	843-479-1111	BENNETTSVLSC	DFE	.05		
	5/21	1811	2.0	704-289-9387	MONROE NC	DFR	.10		

Call Charges	
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: DisCd	6-1303	-		
: Department	QC83000083210031	- SCOCO - SCOTLAND COUNTY 911 CE	Period ending - MAY 31, 2015	
: Invoice	T150511720			
:				
: Bill Number	910-277-3173	-		

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: Call Charges

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Bill Nbr	Date	Time	Call	.....Called	Number.....	Call	Call	.....Identification.....
-----	----	----	Mins	:	:	Type	Cost	:
:								:
:	5/28	1000	1.0	212-0878	WHITEVILLENC	DFR	.05	:
:	5/28	1031	1.0	504-452-7761	NEWORLEANSLA	DFE	.05	:
:	5/28	1845	1.0	843-862-0351	BENNETTSSLVSC	DFE	.05	:
:	5/28	1921	1.0	843-862-0351	BENNETTSSLVSC	DFE	.05	:
:	5/28	1949	2.0	639-0255	SOUTHEPINSNC	DFR	.10	:
:	5/29	0029	1.0	980-833-0849	CHARLOTTE NC	DFR	.05	:
:	5/29	0240	1.0	980-248-3943	CONCORD NC	DFR	.05	:
:	5/29	0241	1.0	980-248-3943	CONCORD NC	DFR	.05	:
:	5/29	0242	1.0	980-248-3943	CONCORD NC	DFR	.05	:
:	5/29	0242	1.0	980-248-3943	CONCORD NC	DFR	.05	:
:	5/29	0822	2.0	313-520-1026	DETROITZN5MI	DFE	.10	:
:	5/29	1049	1.0	843-479-1111	BENNETTSSLVSC	DFE	.05	:
:	5/29	1137	5.0	336-2959	CLINTON NC	DFR	.25	:
:	5/29	1235	2.0	639-0255	SOUTHEPINSNC	DFR	.10	:
:	5/29	1322	7.0	704-401-9245	CHARLOTTE NC	DFR	.35	:
:	5/29	1503	1.0	215-631-4028	LANSDALE PA	DFE	.05	:
:	5/29	1531	1.0	843-535-3527	BENNETTSSLVSC	DFE	.05	:
:	5/29	1532	1.0	843-535-3527	BENNETTSSLVSC	DFE	.05	:
:	5/29	1533	1.0	843-535-3527	BENNETTSSLVSC	DFE	.05	:
:	5/29	2041	1.0	573-5211	TROY NC	DFR	.05	:
:	5/29	2110	1.0	568-1435	FAYETTEVL NC	DFR	.05	:
:	5/30	0034	1.0	633-6053	ST PAULS NC	DFR	.05	:
:	5/30	0523	2.0	843-479-1111	BENNETTSSLVSC	DFE	.10	:
:	5/30	0541	1.0	843-479-1111	BENNETTSSLVSC	DFE	.05	:
:	5/30	1515	1.0	691-4788	SOUTHEPINSNC	DFR	.05	:
:	5/30	2134	2.0	843-1001	REDSPRINGSNC	DFR	.10	:
:	5/31	1517	1.0	229-9554	FAYETTEVL NC	DFR	.05	:
:	5/31	1931	2.0	978-7152	FAYETTEVL NC	DFR	.10	:
:	5/31	1931	1.0	978-7152	FAYETTEVL NC	DFR	.05	:
:	5/31	1938	1.0	843-915-5450	CONWAY SC	DFE	.05	:
:	5/31	1941	1.0	843-915-5450	CONWAY SC	DFE	.05	:
:	5/31	1959	1.0	843-915-5450	CONWAY SC	DFE	.05	:

:	428.0	235 Itemized calls	21.40
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: Total - Bill Number	428.0	235 Calls	.05 Avg/Min	21.40
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: Avg per outgoing call	1.8	235 Calls	.09
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: Services & Activities								:
:								:
:	Date	Billing Nbr/	Product/ Service	Description	Charge	Qty	Rate	:
:	----	Work Order	-----	-----	-----	---	----	:
:								:
:	03	Local Service						:
:	05/31	Line 910-277-3174	BELLSL	SINGLE ACCESS LINE	15.80	1	15.80	:
:	05/31	Line 910-277-3174	BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32	:
:								:
:	**	Total	----		17.12			:
:								:
:								:
-----								

: Services & Activities							
Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate	
----		-----	-----	-----	---	----	
03	Local Service						
05/31	Line 910-277-3176	BELL	SINGLE ACCESS LINE	15.80	1	15.80	
05/31	Line 910-277-3176	BELL	CENTREX REGULATORY FEES	1.32	1	1.32	
**	Total	----		17.12			



: Services & Activities							
Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate	
----		-----	-----	-----	---	----	
03	Local Service						
05/31	Line 910-277-3184	BELL	SINGLE ACCESS LINE	15.80	1	15.80	
05/31	Line 910-277-3184	BELL	CENTREX REGULATORY FEES	1.32	1	1.32	
**	Total	----		17.12			

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: Department QC83000083210031 - SCOCO - SCOTLAND COUNTY 911 CE

: Invoice T150511720

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: Services & Activities

Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate
03 Local Service						
05/31 Line 910-277-3200		BELLSL	SINGLE ACCESS LINE	15.80	1	15.80
05/31 Line 910-277-3200		BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32
Sub Total- Local Service				17.12		
10 Long Distance						
05/31 Line 910-277-3200		DFE 4 calls	Domestic switched	.75	15 mins	
05/31 Line 910-277-3200		DFR 4 calls	Domestic switched	.25	5 mins	
Sub Total- Long Distance		8 calls		1.00		
** Total ----		8 calls		18.12		

: Call Charges

Bill Nbr	Date	Time	Call Mins	.....Called Number.....	Call Type	Call Cost	.....Identification.....
5/ 3	1143	7.0	843-479-1111	BENNETTSVLSC	DFE	.35	
5/ 3	1701	4.0	843-479-9999	BENNETTSVLSC	DFE	.20	
5/ 4	2240	1.0	551-8736	FAYETTEVL NC	DFR	.05	
5/ 4	2240	1.0	551-8736	FAYETTEVL NC	DFR	.05	
5/ 4	2241	2.0	551-8736	FAYETTEVL NC	DFR	.10	
5/ 8	0856	1.0	257-1132	FAYETTEVL NC	DFR	.05	
5/23	1952	2.0	843-479-1111	BENNETTSVLSC	DFE	.10	
5/23	1956	2.0	843-479-1111	BENNETTSVLSC	DFE	.10	
			20.0	8 Itemized calls		1.00	
Total - Bill Number			20.0	8 Calls	.05 Avg/Min	1.00	
Avg per outgoing call			2.5	8 Calls		.12	

: Services & Activities								:
:								:
:	Date	Billing Nbr/	Product/ Service	Description	Charge	Qty	Rate	:
:	----	Work Order	-----	-----	-----	---	----	:
:								:
:	03	Local Service						:
:	05/31	Line 910-277-3201	BELLSL	SINGLE ACCESS LINE	15.80	1	15.80	:
:	05/31	Line 910-277-3201	BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32	:
:								:
:	**	Total	----		17.12			:
:								:
-----								

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: Department QC83000083210031 - SCOCO - SCOTLAND COUNTY 911 CE

: Invoice T150511720

: Bill Number 910-277-3202 -

: Period ending - MAY 31, 2015

: Services & Activities

Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate
03 Local Service						
05/31 Line 910-277-3202		BELLSSL	SINGLE ACCESS LINE	15.80	1	15.80
05/31 Line 910-277-3202		BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32
Sub Total- Local Service				17.12		
10 Long Distance						
05/31 Line 910-277-3202		DFE 2 calls	Domestic switched	.50	10 mins	
05/31 Line 910-277-3202		DFR 7 calls	Domestic switched	1.00	20 mins	
Sub Total- Long Distance		9 calls		1.50		
** Total ----		9 calls		18.62		

: Call Charges

Bill Nbr	Date	Time	Call Mins	.....Called Number.....	Call Type	Call Cost	.....Identification.....
5/ 3	0017	1.0	551-8736	FAYETTEVL NC	DFR	.05	
5/ 3	0020	2.0	551-8736	FAYETTEVL NC	DFR	.10	
5/ 4	2236	9.0	864-908-1127	GREENVILLESC	DFE	.45	
5/ 4	2308	1.0	864-908-1127	GREENVILLESC	DFE	.05	
5/10	1936	5.0	229-9003	FAYETTEVL NC	DFR	.25	
5/11	0008	2.0	987-9199	FAYETTEVL NC	DFR	.10	
5/12	1649	7.0	224-4558	FAYETTEVL NC	DFR	.35	
5/31	1952	1.0	747-1176	CLINTON NC	DFR	.05	
5/31	2106	2.0	682-4003	CLINTON NC	DFR	.10	
			30.0	9 Itemized calls		1.50	
Total - Bill Number		30.0	9 Calls		.05 Avg/Min	1.50	
Avg per outgoing call		3.3	9 Calls			.16	



:  
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: Department QC83000083210031 - SCOCO - SCOTLAND COUNTY 911 CE  
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: Bill Number 910-277-3203 -

Period ending - MAY 31, 2015

Services & Activities

Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate
03 Local Service						
05/31 Line	910-277-3203	BELLSL	SINGLE ACCESS LINE	15.80	1	15.80
05/31 Line	910-277-3203	BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32
** Total	----			17.12		

: Services & Activities								:
:								:
:	Date	Billing Nbr/	Product/ Service	Description	Charge	Qty	Rate	:
:	----	Work Order	-----	-----	-----	---	----	:
:								:
:	03	Local Service						:
:	05/31	Line 910-277-3204	BELLSL	SINGLE ACCESS LINE	15.80	1	15.80	:
:	05/31	Line 910-277-3204	BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32	:
:								:
:	**	Total	----		17.12			:
:								:
:								:
-----								:

Services & Activities							
Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate	
----		-----	-----	-----	---	----	
03	Local Service						
05/31	Line 910-277-3205	BELL	SINGLE ACCESS LINE	15.80	1	15.80	
05/31	Line 910-277-3205	BELL	CENTREX REGULATORY FEES	1.32	1	1.32	
** Total	----			17.12			

: Services & Activities								:
:								:
:	Date	Billing Nbr/	Product/ Service	Description	Charge	Qty	Rate	:
:	----	Work Order	-----	-----	-----	---	----	:
:								:
:	03	Local Service						:
:	05/31	Line 910-277-3206	BELLSL	SINGLE ACCESS LINE	15.80	1	15.80	:
:	05/31	Line 910-277-3206	BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32	:
:								:
:	**	Total	----		17.12			:
:								:
:								:
-----								

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Services & Activities							
Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate	
03 Local Service							
05/31 Line 910-277-3216		BELLSSL	SINGLE ACCESS LINE	15.80	1	15.80	
05/31 Line 910-277-3216		BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32	
Sub Total- Local Service				17.12			
10 Long Distance							
05/31 Line 910-277-3216		DFE 2 calls	Domestic switched	.25	5 mins		
05/31 Line 910-277-3216		DFR 8 calls	Domestic switched	1.25	25 mins		
Sub Total- Long Distance		10 calls		1.50			
** Total ----		10 calls		18.62			

Call Charges							
Bill Nbr	Date	Time	Call Mins	.....Called Number.....	Call Type	Call Cost	.....Identification.....
	5/ 3	2103	2.0	551-8736 FAYETTEVL NC	DFR	.10	
	5/ 5	2257	2.0	919-856-6900 RALEIGH NC	DFR	.10	
	5/ 7	1606	4.0	704-474-3280 NORWOOD NC	DFR	.20	
	5/ 7	1617	2.0	704-985-2641 ALBEMARLE NC	DFR	.10	
	5/15	1705	4.0	322-6146 FAYETTEVL NC	DFR	.20	
	5/16	1412	8.0	224-5133 FAYETTEVL NC	DFR	.40	
	5/16	1514	2.0	224-5133 FAYETTEVL NC	DFR	.10	
	5/16	1714	1.0	828-310-7466 HICKORY NC	DFR	.05	
	5/23	1817	2.0	843-439-7075 BENNETTSVLSC	DFE	.10	
	5/29	1314	3.0	843-862-7240 BENNETTSVLSC	DFE	.15	
			30.0	10 Itemized calls		1.50	
Total - Bill Number			30.0	10 Calls	.05 Avg/Min	1.50	
Avg per outgoing call			3.0	10 Calls		.15	

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: Services & Activities

Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate
03 Local Service						
05/31 Line 910-277-3223		BELLSL	SINGLE ACCESS LINE	15.80	1	15.80
05/31 Line 910-277-3223		BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32
Sub Total- Local Service				17.12		
10 Long Distance						
05/31 Line 910-277-3223		DFE 3 calls	Domestic switched	.55	11 mins	
05/31 Line 910-277-3223		DFR 2 calls	Domestic switched	.15	3 mins	
Sub Total- Long Distance		5 calls		.70		
** Total ----		5 calls		17.82		

: Call Charges

Bill Nbr	Date	Time	Call Mins	.....Called Number.....	Call Type	Call Cost	.....Identification.....
	5/ 4	2212	2.0	919-934-1644	SMITHFIELDNC DFR	.10	
	5/17	1830	1.0	682-4003	CLINTON NC DFR	.05	
	5/25	1214	2.0	517-862-6483	LANSING MI DFE	.10	
	5/25	1615	8.0	765-307-1392	CRAWFODSVLIN DFE	.40	
	5/29	1334	1.0	843-862-7240	BENNETTSVLSC DFE	.05	
			14.0	5 Itemized calls		.70	
Total - Bill Number			14.0	5 Calls	.05 Avg/Min	.70	
Avg per outgoing call			2.8	5 Calls		.14	

:  
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Services & Activities

Date	Billing Nbr/ Work Order	Product/ Service	Description	Charge	Qty	Rate
03 Local Service						
05/31 Line	910-277-3224	BELLSL	SINGLE ACCESS LINE	15.80	1	15.80
05/31 Line	910-277-3224	BELLSLRF	CENTREX REGULATORY FEES	1.32	1	1.32
** Total	----			17.12		

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Report No TCS-711                      Information Technology Services          Run date 06/11/2015
Program - TSL0705                      Telecommunication Services - Monthly Expenses      Page    60,598
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: DisCd          6-1303                  -
: Department     QC83000083210031        - SCOCO - SCOTLAND COUNTY 911 CE      Period ending - MAY 31, 2015
: Invoice        T150511720
:
: Bill Number    910-277-3231          -
:
+-----+
: Services & Activities
:
:   Date      Billing Nbr/      Product/ Service      Description      Charge      Qty      Rate
:   ----      -
:   03 Local Service
:   05/31 Line 910-277-3231      BELLSL          SINGLE ACCESS LINE      15.80      1      15.80
:   05/31 Line 910-277-3231      BELLSLRF        CENTREX REGULATORY FEES      1.32      1      1.32
:   Sub Total- Local Service      17.12
: 10 Long Distance
:   05/31 Line 910-277-3231      DFE      1 calls      Domestic switched      .05      1 mins
:
: ** Total ----      1 calls      17.17
:
+-----+
: Call Charges
:
: Bill Nbr      Date      Time      Call      .....Called Number..... Call      Call
: -----      ----      ---      Mins      :      : Type      Cost      : .....Identification.....
:
:           5/12      0506      1.0      203-401-1678      NEW HAVEN CT      DFE      .05
:           -----
:           1.0      1 Itemized calls      .05
:
: Total - Bill Number      1.0      1 Calls      .05 Avg/Min      .05
:
: Avg per outgoing call      1.0      1 Calls      .05
:
+-----+

```



Report No TCS-711  
Program - TSL0705

Information Technology Services  
Telecommunication Services - Monthly Expenses

Run date 06/11/2015  
Page 60,599

: : :  
: DisCd 6-1303 - :  
: Department QC83000083210031 - SCOCO - SCOTLAND COUNTY 911 CE Period ending - MAY 31, 2015 :  
: Invoice T150511720 :  
: : :  
: Total - Department :  
+-----+  
: : :  
: Mins Total Call Call :  
: : Cost :  
: : :  
: Total - Department 536.0 277 Calls .05 Avg/Min 26.80 :  
: : :  
+-----+



## Sales Quote #115312

by Dixon Brown

Date 6/30/2015

110 South Regent Street, Suite 500  
Salt Lake City, UT 84111  
(801) 363-9127 \* (801) 363-9144 fax  
(800) 363-9127 toll-free

Bill To: Scotland County Emerg Servs  
Attn: Mike Edge  
1403 W Blvd  
PO Box 1407  
Laurinburg, NC 28352

Ship To: Scotland County Emerg Servs  
Attn: Mike Edge  
1403 W Blvd  
PO Box 1407  
Laurinburg, NC 28352

For: Scotland County Emerg Servs  
Attn: Mike Edge  
1403 W Blvd  
PO Box 1407  
Laurinburg, NC 28352

Phone: Fax: 910-277-2413

Qty	Description	Unit Price	Extended Price
1	ESP Upgrade - Gold Level License renewal, service and support 2/2/2015 - 2/2/2016	\$2,574.00	\$2,574.00
Sub-Total:			\$2,574.00
Tax:			\$0.00
Shipping & Handling:			\$0.00
Total:			\$2,574.00

This quote is valid for 120 days from date of issue. Unless otherwise agreed to in writing, all prices quoted are exclusive of any applicable sales, use, withholding and other taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. Payment terms are Net 30 unless otherwise noted.

Seller will use reasonable efforts to deliver products on time, but will not be liable for any expenses or damages incurred as a result of late delivery or for circumstances beyond Seller's reasonable control. Shipments are made F.O.B. origin, which is Salt Lake City, UT, USA. All insurance expenses and risk of loss are assumed by Buyer.

Purchasing or signing below acknowledges your agreement to the terms above and to the "break the seal" or "click to accept" license agreement associated with the licensed product(s). The license agreement is included with the licensed product(s) and you will have the opportunity to read it before opening or installing. If unacceptable, you may return the licensed product(s) within 10 days of receipt for a refund, less any applicable restocking fees and original shipping charges.

Sign here X \_\_\_\_\_ Date \_\_\_\_\_

Payment Method: (Check enclosed, or...)

☐ Purchase Order # \_\_\_\_\_

☐ VISA/MasterCard/AMEX # \_\_\_\_\_

Expiration: \_\_\_\_\_

*"To lead the creation of meaningful change in public safety and health."*

27/7  
3hr 5hr**TWO WAY RADIO**  
**OF CAROLINA, INC.****Monroe Division**  
**2205 Commerce dr.**  
**Monroe, NC 28110**  
**(704) 283-1127****Proposal =****Customer**Name Scotland County 911

Address \_\_\_\_\_

Cty, St, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Date 3/27/2015Sales Mark Fowler

Engineer \_\_\_\_\_

Qty	Model	Description	Unit Price	TOTAL
1	Console	8 Position 30 Channel Zetron Console		1600.00
<del>7</del>	<del>XPR Control St</del>	<del>XPR Control Stations</del>	<del>15.00</del>	<del>105.00</del>
2	CDM Control St	Cdm Control Stations	15.00	30.00
6	CM Control St	CM Control Stations	15.00	90.00
15	MTR Bases	MTR 2000 and MTR 3000 Base Stations <i>Repeater</i>	15.00	225.00
1	Portable	Motorola Portable	12.00	12.00
1	Mobile	Motorola Mobile	7.00	7.00
These items are not included in request.				
Monthly Service Contract				

## SCHEDULE 7 COMMENCEMENT OF SUPPORT

- Support period will begin after the completion of training.
- The anniversary date for payment of the support fees will coincide with the date of completion of training. Support fees are billed and due at the beginning of the support period.
- Copies of Support Agreements are attached.

### SUPPORT FEES

1 Year	CAD ANNUAL SUPPORT - 24/7	\$ 10,250.00
1 Year	MDS ANNUAL SUPPORT - 24/7	\$ 5,250.00
1 Year	WIRELESS MESSAGING ANNUAL SUPPORT - 24/7	\$ 750.00
<del>1 Year</del>	<del>NCIC INTERFACE ANNUAL SUPPORT - 24/7</del>	<del>\$ 1,250.00</del>
1 Year	MAP CENTRIC ADDRESSING ANNUAL SUPPORT – 8/5	\$ 1,250.00
1 Year	MDIS ANNUAL SUPPORT - 24/7	\$ 1,301.00
<b>SUBTOTAL SUPPORT</b>		<b>\$ 20,051.00</b>

### ANNUAL SUBSCRIPTIONS

<del>1 Year</del>	<del>PS/AWARE ANNUAL SUBSCRIPTION (SITE - OVER 200 DEVICES)</del>	<del>\$ 9,500.00</del>
<b>SUBTOTAL SUBSCRIPTIONS</b>		<b>\$ 9,500.00</b>
<b>TOTAL SUPPORT AND SUBSCRIPTIONS</b>		<b>\$ 29,551.00</b>

# Approval of Funds Transfer for FY15 Grants

Marsha Tapler

*(Vote Required)*

NC 911 BOARD  
Grant FY2015 Transfer Report

**Fund Balance:**

PSAP Fund Balance June 30, 2015	\$18,618,895
CMRS Fund Balance June 30, 2015	\$1,772,394
Grant Fund Balance June 30, 2015	\$918,394

**Fund balances for use FY2015 Grants:**

PSAP Fund Balance June 30, 2015 (transfer)	\$18,618,895
CMRS Fund Balance (transfer to Grant fund)	\$0

**Total Transfer to Grant Fund:** \$18,618,895

Grant Fund Balance June 30, 2015	<u>\$918,394</u>
----------------------------------	------------------

**Total Unencumbered Grant fund balance:** \$19,537,289

**Approved Grants FY2016:**

Image16	\$4,076,752
ECaTs	\$2,000,000
Graham County	\$3,401,528
Hyde County	\$1,266,887
Richmond County	<u>\$6,357,537</u>
	<u><u>\$17,102,704</u></u>

Remaining Grant Fund Balance as of June 30, 2015	\$2,434,585
--	-------------

Reason for increased fund balance:

Closed Image 12 & 13 under budget

Increase in Prepaid Revenues

Accounting method: Accrual basis

# Update from NG911 Committee On Technical Consultant

Jeff Shipp

# FY2014 North Carolina State Auditor Report

Marsha Tapler



# Update On NC APCO/NENA State Conference

David Dodd

Dave Corn

# Class Roster



Class #:

Course:

Instructor(s):

Start Date:

name	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Valecia J. Pike	—	—	—	—	—	—	—
Lori Laughlin	—	—	—	—	—	—	—
TRACEY THOMAS	—	—	—	—	—	—	✓
Melissa Evans	—	—	—	—	—	—	✓
Dwayne Condrey	—	—	—	—	—	—	✓
Joni Grubb	—	—	—	—	—	—	✓
Shelley Simmons	—	—	—	—	—	—	✓
Megan Sink	—	—	—	—	—	—	✓
Lauren Blackwelder	—	—	—	—	—	—	✓
H. Todd Davis	—	—	—	—	—	—	✓
Jeryl Anderson	—	—	—	—	—	—	✓
Jammy Watson	—	—	—	—	—	—	✓
Jackie Ezell	—	—	—	—	—	—	✓
BETH CUTLER	—	—	—	—	—	—	✓
Amy Fredell	—	—	—	—	—	—	✓
Christy Huggins	—	—	—	—	—	—	✓
Kimberly Williams	—	—	—	—	—	—	✓
<del>Mary Mendoza</del>	—	—	—	—	—	—	✓
Ronni Scruggs	—	—	—	—	—	—	✓
Dwayne Wright	—	—	—	—	—	—	✓
Wanda Hall	—	—	—	—	—	—	✓
Amy Tanner	—	—	—	—	—	—	✓
Elizabeth Poole	—	—	—	—	—	—	✓
Canoy Strezinski	—	—	—	—	—	—	✓
Beverly Roland	—	—	—	—	—	—	✓
Angela Hibbard	—	—	—	—	—	—	✓
Nikki Carswell	—	—	—	—	—	—	✓
Keith Hayes	—	—	—	—	—	—	✓
Steven Yang	—	—	—	—	—	—	✓
Alana McRae	—	—	—	—	—	—	✓
Doug Workman	—	—	—	—	—	—	✓
CRYSTAL MCDUFFIE	—	—	—	—	—	—	✓



# PULLING

Name	Agency	Address	City/Town	State	Zip/Postal Code	Email	Phone	Supervisor Name	Supervisor Email	Supervisor Phone
Steven Yang	Burke County Emergency Communications	650 Kirksey Dr.	Morganton	NC	28655	steven.yang@burkenc.org	828-764-9122	Candy Strezinski	candy.strezinski@burkenc.org	828-764-9133
Beverly Roland	Burke County Emergency Communications	650 Kirksey Dr.	Morganton	NC	28655	beverly.roland@burkenc.org	828-764-9129	Candy Strezinski	candy.strezinski@burkenc.org	828-764-9133
Angela Hibbard	Burke County Emergency Communications	650 Kirksey Dr.	Morganton	NC	28655	angela.hibbard@burkenc.org	828-764-9125	Candy Strezinski	candy.strezinski@burkenc.org	828-764-9133
Nikki Carswell	Burke County Emergency Communications	650 Kirksey Dr.	Morganton	NC	28655	nikki.carswell@burkenc.org	828-764-9123	Candy Strezinski	candy.strezinski@burkenc.org	828-764-9133
Candy Strezinski	Burke County Emergency Communications	650 Kirksey Dr.	Morganton	NC	28655	candy.strezinski@burkenc.org	828-764-9133	Nikki Carswell	nikki.carswell@burkenc.org	828-764-9123
Lori Laughlin	High Point 911 Communications	211 S Hamilton St	High Point	NC	27260	lori.laughlin@highpointnc.gov		Steven Grose	Steven.grose@highpointnc.gov	336-883-3224
Mary Mendoza	Charlotte-Mecklenburg Police Dept	601 E Trade	Charlotte	NC	28215	mmendoza@cmpd.org	704-213-2558	Joe Vanderlip	jvanderlip@cmpd.org	704-336-4144
Alana McRae	Richmond County Emergency Services	P O Box 504	Rockingham	NC	28380	alana.mcr@richmondnc.com	9109978346	Donna Wright	donna.wright@richmondnc.com	9109978238
AMY TANNER	NASH COUNTY 911	120 W WASHINGTON ST SU	NASHVILLE	NC	27856	AMY.TANNER@NASHCOUNTYNC.GOV	2524599805	CINDY WELLS	CINDY.WELLS@NASHCOUNTYNC.GOV	2524599805
Jackie Ezzell	Pender County Sheriff / 911	PO Box 1449	Burgaw	NC	28452	jackie.ezzell@pendersheriff.com	910-259-2148	Missy Ezzell	missy.ezzell@pendersheriff.com	910-259-1362
Dwayne Wright	Rutherford Co Communications	240 N Washington St	Rutherfordton	NC	28139	dwayne.wright@rutherfordcountync.gov	828-286-2911	Lt. Tammy Aldridge	tammy.aldrige@rutherfordcountync.gov	828-287-6050
Roman Scruggs	Rutherford Co Communications	240 N Washington St	Rutherfordton	NC	28139	roman.scruggs@rutherfordcountync.gov	828-287-6051	Lt. Tammy Aldridge	tammy.aldrige@rutherfordcountync.gov	828-287-6050
Beth Cutler	Hertford County E911 Communications Department	115 Justice Dr. Suite 1	Winton	NC	27986	cutlermb12@gmail.com	252-358-7841	David Brown	david.brown@hertfordcountync.gov	252-358-7861
Megan Allen	Davidson County 911	949 N Main St	Lexington	NC	27292	megan.allen@davidsontcountync.gov	336-249-0131	Dwayne Condrey	dwayne.condrey@davidsontcountync.gov	336-242-2078
Joni Grubb	Davidson County 911	949 N Main St	Lexington	NC	27292	joni.grubb@davidsontcountync.gov	336-249-0131	Dwayne Condrey	dwayne.condrey@davidsontcountync.gov	336-242-2078
Shelley Simmons	Davidson County 911	949 N Main St	Lexington	NC	27292	shelley.simmons@davidsontcountync.gov	336-249-0131	Dwayne Condrey	dwayne.condrey@davidsontcountync.gov	336-242-2078
Dwayne Condrey	Davidson County 911	949 N Main St	Lexington	NC	27292	dwayne.condrey@davidsontcountync.gov	336-242-2078	Terry Bailey	terry.bailey@davidsontcountync.gov	336-242-2047
Lauren Blackwelder	Davidson County 911	949 N Main St	Lexington	NC	27292	lauren.blackwelder@davidsontcountync.gov	336-236-3044	Terry Bailey	terry.bailey@davidsontcountync.gov	336-242-2047
Christy Huggins	Shelby Police Department	311 S Lafayette St	Shelby	NC	28150	christy.huggins@cityofshelby.com	704 484 6845	Craig Earwood	craig.earwood@cityofshelby.com	704 484 6845
Amy Fredell	Shelby Police Department	311 S Lafayette St	Shelby	NC	28150	amy.fredell@cityofshelby.com	704 484 6845	Craig Earwood	craig.earwood@cityofshelby.com	704 484 6845
Tammy Watson	Pineville Police Department	PO Box 249	Pineville	NC	28134	twatson@pinevillencpolice.com	704-996-1653			
Elizabeth Poole	Durham Emergency Communications Center	505 W Chapel Hill St	Durham	NC	27701	Elizabeth.Poole@DurhamNC.Gov	9192702662	Tonya Pearce	Tonya.Pearce@DurhamNC.Gov	919-560-4500x16273
Doug Workman	Cary Police Department	120 Wilkinson Ave	Cary	NC	27513	doug.workman@townofcary.org	9194697969	Kathleen Sanfratello	kathleen.sanfratello@townofcary.org	919-469-4012
Jeryl Anderson	Orange County Emergency Services	510 Meadowlands Dr.	Hillsborough	NC	27278	janderson@orangecountync.gov	919-245-6100	James Groves	jgroves@orangecountync.gov	919-245-6100
Keith Hayes	Guilford Metro 9-1-1	1201 Coliseum Blvd	Greensboro	NC	27403	alan.hayes@greensboro-nc.gov	336-373-4779	Melanie Neal	melanie.neal@greensboro-nc.gov	336-373-2646
Kim Williams	Guilford Metro 9-1-1	1201 Coliseum Blvd	Greensboro	NC	27403	kimberly.williams@greensboro-nc.gov	336-373-2646	Melanie Neal	melanie.neal@greensboro-nc.gov	336-373-2646
Tracey Thomas	High Point 911 Communications	211 S Hamilton St	High Point	NC	27260	tracey911thomas@yahoo.com				
Melissa Evans	High Point 911 Communications	211 S Hamilton St	High Point	NC	27260					
Valecia J. Pike	Columbus County 911	608 N. Thompson St.	Whiteville		28472	vpik@columnbusco.org	910-640-6610	Kay Worley	kworley@columnbusco.org	910-640-6610

Wanda Hall Jackson city 911

**NextGen 911 Committee**

Wednesday, September 30, 2015

10:00 am

Pinehurst Room

3514A Bush Street

Raleigh, NC

**Education Committee**

Thursday, October 1, 2015

10:00 am

Pinehurst Room

3514A Bush Street

Raleigh, NC

**Funding Committee**

Tuesday, October 6, 2015

10:30 am

Pinehurst Room

3514A Bush Street

Raleigh, NC

**Next 911 Board Meeting**

**October 23, 2015  
NC 911 Office  
3514 A Bush Street  
Raleigh, NC**

Other Items

Adjourn