



## **ROWAN COUNTY COMMISSION AGENDA**

**April 3, 2017 - 3:00 PM**

**J. Newton Cohen, Sr. Room**

**J. Newton Cohen, Sr. Rowan County Administration Building**

**130 West Innes Street, Salisbury, NC 28144**

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Call to Order

Invocation

- Provided By: Chaplain Michael Taylor

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

*Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.*

- Consider Approval of the Minutes: March 20, 2017

### **1 Consider Approval of Consent Agenda**

- A. Public Health Week Proclamation
- B. Request To Terminate Ambulance Franchise - Quality Care of Rowan County
- C. OCOC Grant Acceptance Approval
- D. Proclamation for Child Abuse Prevention Month
- E. CenturyLink Contracts for Backup 911 Center
- F. Acceptance of Letter of Intent to Fund Dukeville Water Line Project

### **2 Public Comment Period**

### **3 Quasi-judicial Hearing for CUP 01-17**

### **4 Consider Approval of Applications for Voluntary Agricultural District Programs**

### **5 I-85 Water and Sewer Casings Task Order**

- 6 Budget Amendments
- 7 Consider Approval of Board Appointments
- 8 Reports
  - A. Rowan County Community Child Protection and Fatality Prevention Team Report
- 9 Adjournment

*Citizens with disabilities requiring special needs to access the services or public meetings of Rowan County Government should contact the County Manager's Office three days prior to the meeting by calling (704) 216-8180.*

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** March 27, 2017  
**SUBJECT:** Consider Approval of the Minutes: March 20, 2017

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**ATTACHMENTS:**

**Description**

March 20, 2017 Minutes

**Upload Date**

3/27/2017

**Type**

Cover Memo

Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey  
Judy Klusman  
Craig Pierce



Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
John W. Dees, II, County Attorney

**DRAFT**

## **Rowan County Board of Commissioners**

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

### **MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS**

**March 20, 2017 – 6:00 PM**

**J. NEWTON COHEN, SR. ROOM**

**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**

Present: Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey, Member  
Judy Klusman, Member  
Craig Pierce, Member

County Manager Aaron Church, Clerk to the Board/Assistant to the County Manager Carolyn Barger, County Attorney Jay Dees and Assistant County Manager/Finance Director Leslie Heidrick were present.

Chairman Edds convened the meeting at 6:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

Chairman Edds took a moment to wish Salisbury Post Reporter Josh Bergeron a Happy Birthday.

Commissioner Klusman asked for a moment of silence in memory of William Peoples who passed away the previous week. Throughout his life, Mr. Peoples served the community in various leadership roles.

### **CONSIDER ADDITIONS TO THE AGENDA**

County Manager Aaron Church presented the Board with three (3) items to consider as additions to the agenda:

1. Revisions to West End Plaza Events Center (added as agenda item #5a)
2. Resolution regarding the Board of Education Capital Outlay Contract with Apple (added as agenda item #2a)
3. Offer from Atlantic Petroleum for the purchase of a small parcel of land at the Rowan County Airport (added as agenda item #5b)

Equal Opportunity Employer



recycled paper



Chairman Edds pulled item H from the Consent Agenda and placed it on the regular agenda as item #2a in order to combine the topic with the recommended Resolution regarding the Board of Education Capital Outlay Contract With Apple.

**CONSIDER DELETIONS FROM THE AGENDA**

There were no deletions from the agenda.

**CONSIDER APPROVAL OF THE AGENDA**

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the agenda as amended passed unanimously.

**CONSIDER APPROVAL OF THE MINUTES**

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the March 6, 2017 Commission Meeting passed unanimously.

**1. CONSIDER APPROVAL OF CONSENT AGENDA**

Commissioner Klusman moved approval of the Consent Agenda (as amended). The motion was seconded by Commissioner Greene and passed unanimously.

The Consent Agenda consisted of the following:

- A. Amos Aviation Lease Renewal
- B. Refunds for Approval
- C. Set Quasi-judicial Hearing for CUP 01-17 for April 3, 2017
- D. Resolution to Provide Fire Inspection Services to Town of Granite Quarry

WHEREAS, adoption of the North Carolina State Building Code – Fire Code is in the best interest of the citizens of the Town of Granite Quarry; and

WHEREAS, responsibility of conducting fire inspections in Rowan County has been delegated to the Fire Division within the Department of Emergency Services.

NOW, THEREFORE, BE IT RESOLVED that the Granite Quarry Town Board hereby adopts the North Carolina State Building Code: Fire Code and authorizes and requests Rowan County Emergency Services Fire Division to enforce the North Carolina State Building Code: Fire Code in the Town of Granite Quarry.

- E. Resolution of Support for New CRMPO Project: Julian/Heilig Road Widening

WHEREAS, the North Carolina Board of Transportation (BOT), every two years, prepares a Statewide Transportation Improvement Program (STIP) that identifies transportation projects to be implemented over the next seven years with State and Federal funding; and

WHEREAS, the North Carolina BOT solicits input for identifying transportation projects of local and regional importance to be included in the next STIP; and

WHEREAS, the Cabarrus-Rowan Transportation Advisory Committee is charged with the development of a Metropolitan Transportation Improvement Program (MTIP); and

WHEREAS, Rowan County is a member jurisdiction of the CRMPO; and

WHEREAS, the Cabarrus-Rowan MPO encourages the North Carolina Department of Transportation (NCDOT) to design all highway projects, where appropriate, to accommodate bicycle and pedestrian traffic that support alternative means of transportation; and

WHEREAS, Rowan County has outlined its transportation and highway project priorities within the CRMPO planning area in the attached application to the MPO;

NOW, THEREFORE, BE IT RESOLVED by Rowan County that the Board of Commissioners endorses the following new highway project to be evaluated on the list of projects that will ultimately be considered for the FY 2020-2029 CRMPO MTIP.

*Widening of SR #2528 (Julian Road and Heilig Road) from I-85 / Summit Park Drive to Faith Road – Construct a four (4) lane median divided road with curb and gutter and sidewalk consistent with an NCDOT typical 4D cross-section.*

*This project will be submitted as a new highway project to be considered for inclusion in the next update of the CRMPO Metropolitan Transportation Plan (MTP) and MTIP as well as the 2020-2029 STIP.*

- F. Contract for West End Plaza Phase II Roofing System Replacement
- G. Approval of Contract for Clearing and Maintaining Airport Fence Line
- H. Apple Installment Purchase Agreement for Rowan Salisbury School System (this item was placed on the agenda as item #2a)
- I. Revisions to the Rowan County Pretrial Service Program
- J. Air Conditioning Unit Replace at 402 N. Main Street
- K. Kannapolis Community Oral Health Grants

## **2. PUBLIC COMMENT PERIOD**

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. The following individuals came forward:

- Robin Daye, a teacher with Rowan Salisbury School System, spoke on the issue of trust and support. Ms. Daye referred to comments she had seen posted on social media and said she did not feel teachers were being treated as professionals.
- Kathryn Bates, a teacher with Rowan Salisbury School System, said she was present to show support of the Apple Lease (agenda item 2a). Ms. Bates also addressed social media comments and said she advocates for her students to give them the best education possible.
- Frances Justus, a teacher with Rowan Salisbury School System, spoke in support of the Apple Lease. Ms. Justus also said she had been offended by the social media comments recently posted.
- Darryl Cox, a resident of Salisbury, spoke in support of the Apple Lease and said he applauded the teachers who were making education a priority and turning things around.



- Commissioner Craig Pierce left his seat at the dais to make comments from the podium. Commissioner Pierce said he understood the role of teachers as his wife had taught for 28 years. With regards to test scores, Commissioner Pierce said Rowan Salisbury School System was at the bottom. Commissioner Pierce felt the school system was failing and the County should rededicate itself to education.

With no one else wishing to address the Board, Chairman Edds closed the Public Comment Period.

## **ADDITION**

### **2a. Apple Installment Purchase Agreement for Rowan Salisbury School System**

(This item was pulled from the Consent Agenda for discussion)

Chairman Edds said the Apple Installment Purchase Agreement for Rowan Salisbury School System was pulled from the agenda in order to consider a Resolution that was not part of the agenda packet.

Chairman Edds opened the floor for discussion.

Commissioner Caskey began by stating he supported the Apple Lease. Commissioner Caskey then asked a series of specific questions pertaining to support, the operating system, etc. Josh Wagner, Chairman of the Board of Education (BOE), along with Superintendent Dr. Lynn Moody and Chief Strategy Officer Andrew Smith addressed the questions.

In response to an inquiry from Commissioner Klusman pertaining to staff start up costs, Dr. Moody stated a figure was hard to determine since a lot of staff training took place after school, during the summer and on Saturday mornings at no cost.

Commissioner Caskey asked several more questions. Commissioner Caskey said he felt there were some things that could have been flushed out a little better. Commissioner Caskey said he was not being disrespectful of the BOE; however, he was asking as part of the County Commissioners role in performing their due diligence. Commissioner Caskey expressed hope in three (3) years there would be other options and he thanked the BOE for its hard work on the matter.

Chairman Edds said he wanted the public to know the Apple Lease had been provided to the Commissioners for review and the County Attorney had reviewed the lease, as well. Chairman Edds also shared comments from the County's Information Systems Director, Randy Cress, pertaining to the excellent pricing contained in the lease.

Commissioner Klusman moved to approve the lease and the Resolution that had been handed out. The motion was seconded by Commissioner Greene and passed 4-1 with Commissioner Pierce dissenting.

### **3. PUBLIC HEARING: 20-17-18 HOME APPLICATION**

Planning Director Ed Muire explained that as a member of the Cabarrus/Iredell/Rowan HOME Consortium, Rowan County anticipated receiving approximately \$147,366 in program funds to be used for housing rehabilitation in the 2017-18 Program year.

Mr. Muire reported that for the first time in a decade of participation, it was apparent the County would need to contribute all or a significant portion of match funds for participation in the HOME Program. Mr. Muire said during its tenure of HOME participation, the County had benefited from income match derived from other non-Federal programs used for its required 25% contribution.

The three-year agreement signifying the County's intent to participate in the HOME Consortium expires in 2017. The City of Concord was requesting member jurisdictions submit whether they intended to participate for the 2017-2020 time frame.

In response to an inquiry from Commissioner Pierce, Mr. Muire explained how funds were matched when participating with the NC Housing Finance Agency.

Mr. Muire said following the public hearing, the Board was asked to authorize the County Manager to sign the application for submittal to the City of Concord. Secondly, the Board was asked to authorize the Chairman or the County Manager to sign a letter of intent to participate in a consortium for another three year period.

Commissioner Greene asked how many houses are affected and Mr. Muire responded typically six (6) to seven (7) per year.

Commissioner Greene asked how the houses were chosen. Mr. Muire explained the application process, as well as the qualifiers, which included 80% or less than the median income, owner occupied, current on taxes, and lives in the County. Mr. Muire said a resident could not live in the City of Salisbury or Kannapolis because those were entitlement communities and received money separately. Mr. Muire said residents in Landis, China Grove, and Rockwell were eligible to participate in the program. Mr. Muire said the program was administered through the Salisbury Community Development Corporation.

Chairman Edds opened the public hearing to receive citizen input pertaining to the 2017-18 HOME Application. With no one coming forward, Chairman Edds closed the public hearing.



Commissioner Pierce moved to authorize the County Manager to sign the 2017-18 HOME application. Commissioner Caskey seconded and the motion passed unanimously.

Commissioner Klusman moved to authorize the Chairman or County Manager to submit a Letter of Intent to participate in the Cabarrus/Iredell/Rowan HOME Consortium for 2017-2020. The motion was seconded by Commissioner Greene and passed unanimously.

#### **4. REQUEST TO APPLY FOR MINORITY YOUTH VIOLENCE PREVENTION GRANT**

Grant Writer Kellie Cartwright said Rowan County was requesting permission to apply as the lead applicant to the Office of Minority Health for a grant focusing on reducing violent crime among minority youth in Rowan County ages 12-18. The project would be a partnership with several organizations, including Public Health, Department of Social Services (DSS), Rowan County Sheriff's Office (RCSO), Salisbury Police Department (PD), Rowan Cabarrus Community College (RCCC) and others. Ms. Cartwright said the grant award range was \$325 million - \$425 million per year over four (4) years beginning July 1, 2017.

Ms. Cartwright said the Program funds innovative, evidence-based projects aimed at reducing crime and violence among disadvantaged and/or at-risk minority youth, ages 12-18 years old, by providing access and/or removing barriers to public health through collaborative partnership. Ms. Cartwright said the Program required a multi-disciplinary approach that included public health, local schools a higher education institution and law enforcement, and could include others. It must operate in a 4-year cohort and serve at least 50 participants, including a 6-week summer program. The group must be governed by a 5 to 9 panel advisory board and projects must offer a regular meeting site for participants and their families.

Ms. Cartwright discussed how the funding would implement programs for needs that had already been identified. Ms. Cartwright said the goal for the Making Visions Possible (MVP) Program was to restructure how they do business at Henderson in order to remove barriers the kids might have to academic achievement. Ms. Cartwright said the program would bring about six (6) jobs to the County – three (3) job coaches, a community resource coordinator, a licensed clinical social worker, and a person to track the participants in the program.

According to Ms. Cartwright the second part of the program was the Promise Academy, which included mentoring in the schools. Ms. Cartwright said people were excited to have more resources for steps already being taken.

Commissioner Caskey asked if the County would have to appoint the advisory board and Ms. Cartwright said no.

Commissioner Klusman asked about the funding source. Ms. Cartwright said 100% of the funding was under the Office of Minority Health, completely funded by the Department of Health and Human Services.

Commissioner Greene questioned the funding cycle. Ms. Cartwright reported the funds were approximately \$400,000 each year over the course of four (4) years and ended up totaling about \$1.6 million dollars.

Commissioner Pierce had questions pertaining to the ages of the population to be served. Ms. Cartwright discussed the targeted age group and said the program also provided services to the families, as well as funding to train adult mentors in the community.

Commissioner Greene asked how the success of the program would be determined. Ms. Cartwright said there were reporting requirements, including an evaluation component. Ms. Cartwright also said an evaluator from UNC-C was working to develop the evaluation piece, and a staff person included in the grant would track data and participants in the program.

Commissioner Pierce moved, Commissioner Klusman seconded and the vote to submit the grant application passed unanimously.

#### **5. AIRPORT HANGAR FEES AND POLICIES**

County Manager Aaron Church said Corporate Hangar II (Hangar) was nearing completion and would be available to be leased in the near future. Mr. Church reported the County had already received an offer to rent the full hangar. Based in part on the Airport Director's recommendation, Mr. Church recommended the following:

#### **RECOMMENDATION #1 (Reserved Economic Development Recruitment Space)**

- No more than 10,000 sq. ft. shall be leased on an annual basis at any point in time. This ensures that at least 5,000 sq. ft. is available to prospects looking to relocate in Rowan County.

#### **RECOMMENDATION #2 (Corporate Hangar II Fees Annual Lease)**

- 2017 rate shall be \$0.38 sq. ft. a month.
- The rate shall increase each fiscal year by \$0.02 per square foot, beginning July 1, 2018 and every July thereafter.
- Term for the leases shall be one year.
- For each specific aircraft, prospective tenants must sign an agreement and rent a minimum of 2,300 sq. ft. of the hangar or the actual dimensions of their aircraft. Therefore the minimum cost per month from through July 1, 2018 shall be \$874.
- In order to be eligible for annual leasing in Corporate Hangar II the aircraft shall be taxed in Rowan County.



**RECOMMENDATION #3 (Corporate Hangar II Fees Daily Lease)**

- 2017 daily rate shall be \$0.50 sq. ft. a month.
- The rate shall increase each fiscal year by \$0.02 per sq. ft., beginning July 1, 2018 and every July thereafter.
- Term for the leases shall be one 24 hours.
- For each specific aircraft, prospective tenants must sign an agreement and rent a minimum of 5,000 sq. ft. of the hangar or the actual dimensions of their aircraft. Therefore the minimum daily shall be \$83 a day.
- Daily fees shall be defined as 24 hours. Daily fees shall be assessed if an aircraft is parked in the hangar for any amount of time up to 24 hours. Therefore if an aircraft is parked in the hangar for 25 hours the tenant shall pay for 2 full days. Daily fees shall only include 1 aircraft per \$83. For example if two aircraft are leasing on a daily basis each aircraft will be assessed a minimum \$83 regardless of the sq. ft. of the aircraft.
- Daily tenants shall sign a lease agreement agreeing to relocate their aircraft within 24 hours at their own expense.

**RECOMMENDATION #4 (Corporate Hangar II Sign)**

- The new Rowan County Airport Logo and tag line "Be an original" shall be affixed on the hangar.

**RECOMMENDATION #5 (Corporate Hangar Ramp Fee)**

- Aircraft parked on the common ramp outside of any of the corporate hangars for longer than 12 hours will be charged \$10 dollars per day. The airport director reserves the right to prohibit parking anywhere on any ramp.

A lengthy discussion ensued and after a question and answer period, Commissioner Pierce moved to accept offers for the hangar airport fees and policies. Commissioner Klusman seconded and the motion passed unanimously.

**ADDITION**

**5a. EVENTS CENTER RENTAL POLICY**

County Manager Aaron Church referred to page 7 of the handout and discussed the Security requirements for events held at the West End Plaza. Mr. Church said attention had been brought to the security issue due to an upcoming event for 800 people. Mr. Church said the policy states 8 law enforcement officers must be on site to provide security for an event of this size.

Mr. Church continued by explaining the officers are paid \$20/hour by the host of the event. Mr. Church recommended adding language to the policy to require the officers be paid before events start.

Secondly, the policy required security to be provided solely by Rowan County deputies. Mr. Church said the County currently had only four (4) officers



available to work on the night in question and he was recommending language to allow the Sheriff to utilize officers from other jurisdictions through a mutual aid agreement when necessary due to staffing.

Commissioner Pierce asked if officers from other counties could provide the security and Mr. Church responded yes.

Commissioner Klusman asked Mr. Church if specific wording should be included to clarify out of county law enforcement could provide security and Mr. Church said yes.

Captain John Sifford came forward to address questions from the Board regarding the rate to pay officers providing security during events. Captain Sifford felt it was good to have a minimum rate listed. Captain Sifford said the City of Salisbury had a minimum of \$25/hour for their officers at events while the County's was currently \$20.

Don Bringle, Rowan County Facilities Director, said there were two (2) contracts already in the works and he suggested excluding those contracts from any policy changes.

Chairman Edds moved to approve the recommended revisions and asked Commissioner Caskey to add the motion. Commissioner Caskey added to also set a rate of \$25/hour for law enforcement providing security at the West End Plaza. Commissioner Pierce seconded and the motion passed unanimously.

Mr. Bringle asked for clarification if the motion was for new contracts moving forward and Commissioner Greene responded yes.

#### **5b. ATLANTIC PETROLEUM**

County Manager Aaron Church reported the County had received an offer last week from Atlantic Petroleum for 1.2 acres. Mr. Church said if the Board was interested, it could vote to accept the offer and the County could advertise for upset bids.

Commissioner Greene moved, Commissioner Klusman seconded and the vote to accept the offer of \$15,000 passed unanimously.

#### **6. CONSIDER OFFER TO PURCHASE COUNTY-OWNED PROPERTY LOCATED OFF JULIAN ROAD**

County Manager Aaron Church said the County had received an offer to purchase .396 acres located off Julian Road (behind Tract 14, 4.837 acres, Parcel ID 4028 006) in the amount of \$8,597.

Commissioner Pierce moved to accept the offer to purchase the county-owned property located off Julian road. The motion was seconded by Commissioner Klusman and passed unanimously.

## **7. FINANCIAL REPORT**

Finance Director Leslie Heidrick provided the Board with several graphs depicting the County's current financial status compared to prior years.

With regards to the annual cumulative revenue comparisons, Ms. Heidrick reported \$102.1 million had been collected through the month of February.

Ms. Heidrick discussed the annual cumulative expenditure comparisons and said the County had spent \$86.2 million through February, or 57.7 percent of the budget. Ms. Heidrick explained that the budget was higher this year so expenditures would track higher.

According to Ms. Heidrick, the property tax collections received totaled \$73.7 million, which is 95.8 percent of budget.

Ms. Heidrick explained the sales tax graph and said without consideration of the new sales tax stream \$8.6 million has been collected.

Chairman Edds referred Fitch Ratings upgrading the County's bond rating from AA to AA+ and congratulated Mr. Church and Ms. Heidrick for managing the County well.

At the request of Chairman Edds, Ms. Heidrick discussed the three (3) rating agencies and the factors that play into the ratings.

## **8. CONSIDER APPROVAL OF BUDGET AMENDMENTS**

Finance Director Leslie Heidrick presented the following budget amendments for the Board's consideration:

- Health – Received \$5,000 according to Memorandum of Agreement between Cabarrus Health alliance and the Rowan County Health Department. The money will be used for the Diabetes Prevention Program - \$5,000
- Health – Received \$1,392 from the State to be distributed in Maternal Health Supplies and Maternal Health Training.
- Health – Received \$5,994. Funds will be moved to the WIC Reserve account to cover for the service period of February-May 2017 due to the increase per participant rate.
- Health – Received \$2,000 grant to be used for future expenses on Dental-Client Care Expenses – Delta Dental - \$2,000
- Health – Increase revenue and expenses for Environmental Health's Serve Safe classes - \$6,600

- Animal Shelter – Recognize revenues collected from adoptions to be used for vaccine fees - \$10,800
- Rowan Transit – Move RGP Transportation Grant Funds to use as local match on the FED EDTAP Grant Funds - \$3,960
- Social Services – Revised expenditures and/or revenues based on Funding Authorizations received from the State. Funding Authorizations reflect the actual amount DSS receives and may increase or decrease the original budget estimate – Reduction of \$63,333
- Sheriff – Recognize funds in Miscellaneous Revenue account and budget to proper expense accounts - \$2,700
- Finance – Budget the FY 2017 Electronic Management revenue received from the State - \$9,689
- Budget the proceeds from the sale of the Thompson Machine Gun for Sheriff's Office - \$37,850
- Finance – Budget appropriated fund balance and additional funds for Pretrial Services - \$12,000
- Finance – Budget additional property tax receipts and expenditures for several of the fire districts - \$131,000

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Greene and passed unanimously.

#### **8. ADJOURNMENT**

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 7:54 p.m. The motion was seconded by Commissioner Klusman and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC  
Clerk to the Board/  
Assistant to the County Manager



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Nina Oliver, Public Health Director  
**DATE:** March 14th 2017  
**SUBJECT:** Public Health Week Proclamation

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The first full week in April is National Public Health Week. This year the Rowan County Health Department requests that the Rowan County Board of Commissioners proclaim April 3rd – April 7<sup>th</sup> National Public Health Week and recognize the contributions of public health and highlight issues that are important to improving our nation's health.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proclamation for Public Health Week	3/14/2017	Cover Memo

Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey  
Judy Klusman  
Craig Pierce



Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
John W. Dees, II, County Attorney

## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

### PROCLAMATION Public Health Week April 2017

**WHEREAS**, the Rowan County Board of Commissioners recognizes and acknowledges public health's 137 years of service to the residents of Rowan County and the immeasurable contribution these services are to the quality of life in our county; *and*

**WHEREAS**, public health measures to control and eliminate infectious diseases, improve environmental sanitation, and promote healthy lifestyle practices have been the greatest cause of improved health status and increased life expectancy for Rowan County residents, such that Rowan County residents now have an average life expectancy at birth of more than 75 years; *and*

**WHEREAS**, Rowan County's public health system plays an essential role in controlling the spread of communicable diseases, foodborne illnesses and is a critical component of the state's emergency response to natural and man-made disasters and widespread disease outbreaks in North Carolina; *and*

**WHEREAS**, public health plays a critical role in eliminating health inequities and is committed to a continued emphasis on prevention and preventing chronic diseases and injuries, resulting in improved productivity, decreased health care costs for all, and helping Rowan County citizens research a better state of health; *and*

**WHEREAS**, Rowan County's public health system has protected residents from dangers associated with contaminated drinking water and eating fish contaminated with toxins, and from indoor hazards such as asbestos and lead in the built environment; *and*

**WHEREAS**, Rowan County communities, businesses, hospitals and health care providers, individuals and families, decision makers and policy creators, schools, churches, and child care facilities must work together to identify and develop innovative solutions to health problems facing the people of Rowan County.

**NOW, THEREFORE BE IT PROCLAIMED** by the Rowan County Board of Commissioners that the first full week in April is Public Health Week in Rowan County.

This the 3rd day of April 2017.

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Gregory C. Edds, Chairman  
Board of Commissioners

ATTEST:

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Carolyn Barger, MMC, NCMCC  
Clerk to the Board/  
Assistant to the County Manager

Equal Opportunity Employer



recycled paper

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Frank Thomason, Chief of Emergency Services  
**DATE:** March 21, 2017  
**SUBJECT:** Request To Terminate Ambulance Franchise - Quality Care of Rowan County

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Our Department has received notification from Quality Care of Rowan County of their notice to cease operations effective February 28, 2017. We have since confirmed with Quality Care's former President, Jesse Burgess of the company's closure and request to terminate their Ambulance Franchise Agreement, effective immediately.

Staff recommends termination of the current franchise agreement.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Letter - Notice of Closure - Quality Care	3/21/2017	Backup Material
20160627_AmbulanceFranchise_QualityCare	3/21/2017	Backup Material

February 28, 2017

# Quality Care

of Rowan County LLC Ambulance

Mailing Address: PO Box 631

Salisbury, NC 28145

Phone Number: 704-201-5595

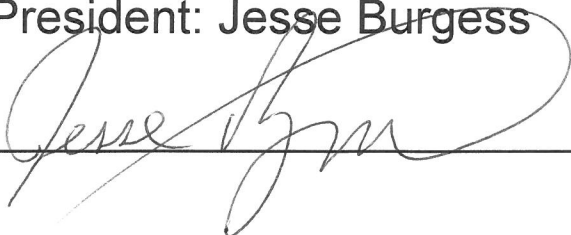
Email: [qualitycare52012@yahoo.com](mailto:qualitycare52012@yahoo.com)

To whom it may concern:

Quality Care ambulance service will cease operations as of February 28<sup>th</sup> 2017. All of the inventory will be liquidated, as there are no plans to reopen the business. All inventories that cannot be liquidated will be donated or destroyed. There are no plans to reopen the service in the future. If you have any further questions you can contact me at the number listed above.

Thanks,

President: Jesse Burgess



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## **Rowan County Emergency Services**

2727 Old Concord Road, Suite E - Salisbury, NC 28146-8388

Phone 704-216-8900

Fax 704-216-8921

# MEMORANDUM

## EMS DIVISION

To: Frank Thomason, Emergency Services Chief  
From: Lennie Cooper, EMS Division Chief  
Subject: Quality Care Franchise  
Date: March 21, 2017

I have received a letter from Jesse Burgess, President: Quality Care of Rowan stating that they have ceased operations and liquidated all of their assets. Mr. Burgess indicates that they have no intent to reopen the business at any time in the future.

Mr. Burgess and I spoke on the phone in late February concerning his plans to cease operations on February 28, 2017. He indicated to me that he would provide written documentation related to the termination of services. I received that notification on March 20<sup>th</sup> with a termination date of February 28<sup>th</sup>. Mr. Burgess is responsible for notification to his contract agencies and Novant Health Rowan Medical Center. Notification has been made to EMS Division admin staff members.

At this time the franchise granted to Quality Care Rowan can be terminated under Rowan County Ordinances , Chapter 4 Section 30 (a). I would suggest that we proceed with termination of this franchise as soon as allowable.



## Rowan County Emergency Services

2727 Old Concord Road, Suite E - Salisbury, NC 28146-8388

Phone 704-216-8900

Fax 704-216-8921

27 June 2016

Quality Care of Rowan County LLC

Attn: Jesse Burgess

334 W Miller St

Salisbury, NC 28144

Dear Mr. Burgess,

Attached is your ambulance franchise from Rowan County, valid until June 30, 2019. The franchise was approved by the Board of County Commissioners in their regular session on June 20, 2016.

We very much appreciate the efforts of you and your organization to provide additional ambulance and emergency medical services to the citizens of Rowan County as part of the Rowan County EMS System. Thank you and your department for being willing to help in this area of the county.

If you have any problems or concerns regarding this franchise, please get in touch with me.

Sincerely,

Frank T. Thomason, Chief

Rowan County Department of Emergency Services

enclosure



# *AMBULANCE FRANCHISE*

**FRANCHISE NUMBER: 2016-03**

**ISSUE / EFFECTIVE DATE: July 1, 2016**

**VALID THROUGH: June 30, 2019**

**ISSUED TO: Quality Care of Rowan County LLC**  
**334 W Miller St**  
**Salisbury, NC 28144**

The above agency/individual is hereby granted a Franchise by the Board of Commissioners of Rowan County, Salisbury, North Carolina for the operation of ambulances in the catagories listed below as of this date.

The grantee agrees to abide by all rules and regulations governing ambulance service issued by the North Carolina Office of Emergency Medical Services, Division of Facility Services; and all requirements as set forth in the Rowan County Ambulance Ordinance dated December, 2009 and any subsequent amendments.

Grantee should file application for renewal of this franchise no later than 45 days prior to the expiration date listed above.

Type service authorized: EMT-B / Primary Non-Emergency  
EMS Backup

  
Chairman, Board of Commissioners

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Donna F. Fayko, Director, Department of Social Services  
**DATE:** March 21, 2017  
**SUBJECT:** OCOC Grant Acceptance Approval

---

The Rowan County Department of Social Services is seeking approval to accept a \$600 grant from the Jonathan Foundation for the One Church One Child program. Awards will benefit foster youth and children involved in child protective services.

The award amount is listed in the attached PDF grant award notice.

No matching county funds are required.

Thank you for your consideration.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
The Jonathan Foundation Grant Acceptance	3/21/2017	Cover Memo

## Board of Directors

Tim Jarman  
President

William Atwell  
Vice President

Tim Patterson  
Treasurer

Kristi Haithcock  
Secretary

Kip Marlowe  
Board Member

Andy Yoos  
Board Member

Sam Falls  
Board Member

Elizabeth Albright  
Board Member

Todd Thacker  
Father of Jonathan

Sonja Bohannon-  
Thacker  
Mother of Jonathan

## Find Us At:



[www.jonathanthacker.org](http://www.jonathanthacker.org)



Jonathan Foundation



@jtfoundationjt



@jtfoundationjt

## The Jonathan Foundation



P.O. Box 900 • Kannapolis, NC 28083

March 15, 2017

Rowan Department of Social Services- One Church One Child  
Attn: Donna Fayko  
1813 E. Innes St.  
Salisbury, NC 28146

Dear Donna Fayko,

Thank you for applying for a 2017 Jonathan Foundation community grant. The Board of Directors was excited to read your proposal and to learn more about the great things you are doing for families and children in our community. Jonathan was a child filled with love for others. He would be thrilled to know that his legacy of love for others will be continued through your work. We are excited to be able to provide you with \$600.00 to support your program over the coming year.

We would like to present you with your check at our annual Jonathan Foundation Golf Tournament which will be held at The Club at Irish Creek on March 27, 2017. The presentation time is 10:00 a.m. We would like you to arrive by 9:45 am.

For reporting purposes we would like you to provide a statement of how many children/families you were able to serve with the funds provided. The statement is requested when you have completed the project. If your project is not completed in 6 months we ask that you provide us with a status report. There is no specific form required; a letter including the information will be sufficient.

In addition, your acknowledgement of your grant award from The Jonathan Foundation in written materials, newsletters, etc. is greatly appreciated.

Again, thank you for the great work you are doing. Jonathan was a child whose love for others was evident in his daily life. He would be thrilled to know that other children will be able to sleep in their own beds because the foundation supporting his legacy was able to provide funds.

Sincerely,

The Jonathan Foundation  
Board of Directors

*"The Legacy of a Faithful Friend"*



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Donna Fayko, Department of Social Services  
**DATE:** 3-24-17  
**SUBJECT:** Proclamation for Child Abuse Prevention Month

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Proclamation for Child Abuse Prevention Month	3/24/2017	Cover Memo

Greg Edds, Chairman  
Jim Greene, Vice-Chairman  
Mike Caskey  
Judy Klusman  
Craig Pierce



Aaron Church, County Manager  
Carolyn Barger, Clerk to the Board  
John W. Dees, II, County Attorney



## Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8180 • FAX 704-216-8195

### *Proclamation for Child Abuse Prevention Month*

**WHEREAS**, child maltreatment is a community problem and finding a solution depends upon involvement among people throughout the community; *and*

**WHEREAS**, child maltreatment occurs when parents find themselves in stressful situations without community resources and unable to cope; *and*

**WHEREAS**, approximately 126,962 children were reported abused and/or neglected in North Carolina in Fiscal Year 2016; *and*

**WHEREAS**, 25 children were victims of homicide due to abuse or neglect in North Carolina during the year 2014; *and*

**WHEREAS**, the majority of child maltreatment cases stem from situations and conditions that are preventable in an engaged and supportive community; *and*

**WHEREAS**, the effects of child maltreatment are felt by whole communities, and need to be addressed by the entire community; *and*

**WHEREAS**, effective child maltreatment prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community.

**THEREFORE**, the Rowan County Commissioners, do hereby proclaim **April 2017** as **Child Abuse Prevention Month** in Rowan County and call upon all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to prevent child maltreatment and strengthen the communities in which we live.

This the 3<sup>rd</sup> day of April 2017.

---

Gregory C. Edds, Chairman  
Rowan County Commission

ATTEST:

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Carolyn Barger, MMC, NCMCC  
Clerk to the Board/  
Assistant to the County Manager

Equal Opportunity Employer



recycled paper



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Allen Cress, Telecommunications Director  
**DATE:** March 24, 2017  
**SUBJECT:** CenturyLink Contracts for Backup 911 Center

---

Century link agreement for back up center

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
CenturyLink Custom Cover Agreement	3/24/2017	Cover Memo
CenturyLink Loyal Advantage Agreement	3/24/2017	Cover Memo
CenturyLink Loyal Advantage Agreement 2	3/24/2017	Cover Memo

**CenturyLink Custom Cover Agreement**

Customer Name: Rowan County  
 Address: 1090 Corporate Center Dr.  
 Salisbury, NC 28146

This CenturyLink Custom Cover Agreement (the "Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.** as contracting agent on behalf of the applicable CenturyLink affiliated entities providing the Products and Services ("CenturyLink") and **ROWAN COUNTY** ("Customer") establishes the terms and conditions governing CenturyLink's provision of the Products and Services priced in this Agreement. This Agreement and any information concerning its pricing, terms and conditions are CenturyLink's proprietary information and the term of the parties' nondisclosure agreement, if any, is extended to be coterminous with the Agreement Term. All capitalized terms not otherwise defined in this Agreement will have the meanings set forth in the applicable Attachment.

For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

1. **TERM.** This Agreement will be for a term of 36 months ("Agreement Term") starting on the date all parties have signed this Agreement ("Effective Date"). CenturyLink will not accept Orders after expiration of the Agreement Term, but the Agreement will continue to apply to any unexpired Orders properly placed during the Agreement Term. The Order Term for a particular Product or Service is defined in the applicable attachment.
2. **PRODUCTS AND SERVICES ATTACHMENTS.**
  - 2.1 **Products and Services.** CenturyLink will provide to Customer the Products and Services identified in the following Attachments attached and incorporated by this reference. The name of the CenturyLink operating company providing Products and Services to Customer is listed in the Attachment.  
**Attachment A:** CenturyLink Nontariffed Business Products and Services
  - 2.2 **Terms and Conditions.** CenturyLink provides Products and Services under terms and conditions incorporated by reference in the applicable Attachment.
  - 2.3 **Purchase Orders.** If expressly permitted under the applicable Attachment, CenturyLink will accept Customer-issued purchase orders, which will be subject to this Agreement.
  - 2.4 **Termination.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of Service before the end of an Order Term or any subsequent renewal, termination liability will apply as described in the applicable Attachment. If no termination liability is specified in the applicable Attachment, Customer will be liable for 50% of the monthly payments that would otherwise remain in the Order Term.
3. **RATES AND CHARGES.** Customer will pay the rates and charges set forth in the applicable Attachment. Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer.
4. **UNIFORM RESOURCE LOCATORS (URLs).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
5. **PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to CenturyLink on or before April 12, 2017; and (c) signed by a CenturyLink officer or authorized designee. Alterations to this Agreement are not valid unless accepted in writing by both parties.

**THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
 MANNER REQUIRED BY THE LOCAL GOVERNMENT  
 BUDGET AND FISCAL CONTROL ACT.**

*Patricia E. Newman*

**FINANCE DIRECTOR**

**CENTURYLINK SALES SOLUTIONS, INC.**

**ROWAN COUNTY**

DocuSigned by:  
 By: *Stephen Arneson*  
 Name: *Stephen Arneson*  
 C9E6AAC7647E486

By: \_\_\_\_\_  
 Name: \_\_\_\_\_

NSP #: 267926

Page 1 of 47  
**CONFIDENTIAL**

© CenturyLink. All Rights Reserved.  
 v. 3.24.16

**CenturyLink Custom Cover Agreement**

Customer Name: Rowan County  
Address: 1090 Corporate Center Dr.  
Salisbury, NC 28146

Title: <u>Manager - Offer Management</u>	Title: _____
Date: <u>3/8/2017</u>	Date: _____
Address: _____	Address: _____
_____	_____

Address for Notice:  
Sales Administration  
665 Lexington Avenue  
Mailstop: OHMANB0107  
Mansfield, OH 44907



## **CenturyLink Custom Cover Agreement**

Customer Name: Rowan County  
Address: 1090 Corporate Center Dr.  
Salisbury, NC 28146

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**CenturyLink Custom Cover Agreement**

Customer Name: Rowan County  
 Address: 1090 Corporate Center Dr.  
 Salisbury, NC 28146

**ATTACHMENT A****CENTURYLINK NONTARIFFED BUSINESS PRODUCTS AND SERVICES**

1. **CENTURYLINK ENTITIES.** Services described in this Attachment are provided by the applicable CenturyLink local operating company for the Service/Installation Address. The name of the local operating company can be found by searching for a NPA-NXX in the first column of the list at [http://www.centurylink.com/tariffs/NPANXX\\_Entity.pdf](http://www.centurylink.com/tariffs/NPANXX_Entity.pdf). The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number.
2. **PRODUCTS AND SERVICES.** CenturyLink will provide to Customer the Products and Services listed in the tables below (each, a "Price Table"). Services are purchased for the specific term for the particular Service ordered (each, an "Order Term"), as listed in the Price Table. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing.
3. **TERMS AND CONDITIONS.** CenturyLink provides the Products and Services listed in this Attachment under the CenturyLink Local Government Customer Annex and *Standard Terms and Conditions for Communications Services* as attached hereto as Exhibits 1 and 2 to this Attachment and relevant Product or Service-specific terms and conditions listed below.

**3.1 IP and Data Transport Services.**

- A. The table below lists the IP and Data Transport Services purchased by Customer.

Type of Service
Automatic Location Identification Database Service
911 Call Path Routing
A911 MPLS

- B. In addition to the CenturyLink Local Government Customer Annex and *Standard Terms and Conditions for Communications Services*, CenturyLink provides Automatic Location Identification Database Service, 911 Call Path Routing and A911 MPLS under the Service Guides attached as Exhibits 3 and 4 to this Attachment.

**4. PRICE TABLES FOR SERVICES.**

Customer Billing Address	Service/Installation Address	Type of Service	Order Term	Monthly Recurring Charge	Non-Recurring Charge
1090 Corporate Center Dr. Salisbury, NC 28146	1090 Corporate Center Dr. Salisbury, NC 28146	Automatic Location Identification Database Service and 911 Call Path Routing Service-Up to 66,000 TN's	36 Months	\$9,636.00	\$0.00
	1090 Corporate Center Dr. Salisbury, NC 28146	911 Network Redundancy Service	36 Months	\$5,979.22	\$0.00
	1303 S. Cannon Blvd. Kannapolis, NC	Automatic Location Identification Database Service and 911 Call Path Routing	36 Months	\$2,947.14	\$28,830.71
		Each Additional TN's over 66,000	36 Months	\$.02	\$0.00

## CenturyLink Custom Cover Agreement

Customer Name: Rowan County  
Address: 1090 Corporate Center Dr.  
Salisbury, NC 28146

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- 4.1 Monthly Recurring Charges ("MRCs").** CenturyLink will charge Customer the MRCs for the Services described in the Price Table. Except as otherwise described in the Price Table, these rates will remain fixed for each Order Term identified above. Upon expiration of each Order Term, Customer must convert the rates for the affected Service to the then-current list rates, which are subject to change.
- 4.2 Non-recurring Charges ("NRCs").** CenturyLink may charge Customer NRCs related to the Services described in the Price Table. CenturyLink may assess any additional, special construction charges that may be required to provide the Services. Such special construction charges, if applicable, will be determined at the time of the Order.
- 4.3 Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
- 4.4 Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

## **CenturyLink Custom Cover Agreement**

Customer Name: Rowan County  
Address: 1090 Corporate Center Dr.  
Salisbury, NC 28146

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## **CenturyLink Custom Cover Agreement**

Customer Name: Rowan County  
Address: 1090 Corporate Center Dr.  
Salisbury, NC 28146

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## CenturyLink Custom Cover Agreement

Customer Name: Rowan County  
Address: 1090 Corporate Center Dr.  
Salisbury, NC 28146

### Exhibit 1 to Attachment A

**For use with Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions"). This Annex is not applicable to Services governed by Tariffs on file with the FCC or state regulatory authorities.**

### CENTURYLINK LOCAL GOVERNMENT CUSTOMER ANNEX

This CenturyLink Local Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies the Standard Terms and Conditions. This Annex takes precedence over all other conflicting terms and conditions of the Agreement. When attached to the applicable cover agreement, this Annex supersedes the version posted at [http://about.centurylink.com/legal/rates\\_conditions.html](http://about.centurylink.com/legal/rates_conditions.html).

1. **Eligibility and Applicability.** This Annex is available to all local governmental entities and agencies in connection with the purchase of Products and Services sold under the Standard Terms and Conditions. CenturyLink defines "local governmental entities and agencies" as local entities and agencies, specifically excluding all state and federal entities and agencies, that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
2. **Indemnity.** Except as provided in Section 7 below, Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.
3. **Nonappropriation.**
  - 3.1. **Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
  - 3.2. **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
  - 3.3. **Notice.** Customer will give CenturyLink written notice of any termination under this section at least 30 days before the Termination Date. At CenturyLink's request, Customer will promptly provide supplemental documentation about the nonappropriation.
  - 3.4. **Limitations.**
    - A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
    - B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from CenturyLink or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.
5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by CenturyLink and may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI"). Customer will provide CenturyLink with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where CenturyLink provides the Products and Services, without regard to that State's conflict of laws principles.
7. **911 Emergency Services.**

## CenturyLink Custom Cover Agreement

Customer Name: Rowan County  
Address: 1090 Corporate Center Dr.  
Salisbury, NC 28146

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- 7.1. **Indemnification.** Section 13.1 (Mutual Indemnification for Personal Injury, Death or Damage to Personal Property) of the Standard Terms and Conditions will not apply to the sale of Products used for 911 emergency services and 911 emergency Services.
- 7.2. **Disclaimer.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE.
8. **Transport Services.** The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

## CenturyLink Custom Cover Agreement

Customer Name: Rowan County  
Address: 1090 Corporate Center Dr.  
Salisbury, NC 28146

### Exhibit 2 to Attachment A

These Standard Terms and Conditions are not applicable to services governed by Tariffs on file with the FCC or state regulatory authorities. Tariffs are located at <http://www.centurylink.com/tariffs>.

## STANDARD TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES

### 1. GENERAL.

- 1.1 Applicability.** These Standard Terms and Conditions contain general provisions that apply to all retail business Products and Services that a CenturyLink-affiliated entity provides. "Agreement" means the terms and conditions under which Customer purchases Products and Services, including all attachments, these Standard Terms and Conditions, documents incorporated by reference, and all related Order(s). Other capitalized terms are defined in this document or in the applicable Schedules or Product and Service-specific Annexes.
- 1.2 Additional Terms and Conditions.** Customer's purchase and use of Products and Services is also governed by product and service-specific terms and conditions found in the applicable Schedules and Product and Service-specific Annexes, posted to [http://about.centurylink.com/legal/rates\\_conditions.html](http://about.centurylink.com/legal/rates_conditions.html) (the "Rates and Conditions Website").
- 1.3 Local Governments and Government Programs.**
- A. Local Government Customers.** Unless specified otherwise, purchases of Products or Services by local governmental entities also are subject to the Local Government Customer Annex posted to the Rates and Conditions Website.
  - B. Universal Service Administrative Company Programs.** Customers seeking funds through Universal Service Administrative Company programs such as the Schools and Libraries Program of the Universal Service Fund ("E-Rate Program"), the Rural Health Care Program of the Universal Service Fund ("RHC Program"), or state or local corollaries to the E-Rate Program or the RHC Program are subject to applicable program annexes posted to the Rates and Conditions Website.
  - C. American Recovery and Reinvestment Act (ARRA).** Customer will not pay for Products or Services with funds obtained through the ARRA or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.
- 1.4 Conflicts Provision.** If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated or added terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing.

### 2. TERM.

- 2.1 Agreement Term.** The period set in the Agreement during which CenturyLink provides Products and Services to Customer is defined as the "Agreement Term." These Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes apply from the Effective Date until the Agreement Term expires or terminates. CenturyLink will not accept Orders for Products and Services after expiration of the Agreement Term, but these Standard Terms and Conditions, relevant Schedules, or Product and Service-specific Annexes will continue to apply to Orders properly placed during the Agreement Term. If Customer continues to use maintenance, managed, or professional Services following the termination or expiration of the Agreement Term or an Order issued during the Agreement Term for such Services, CenturyLink may, at its sole

## CenturyLink Custom Cover Agreement

Customer Name: Rowan County  
Address: 1090 Corporate Center Dr.  
Salisbury, NC 28146

discretion, provide those Services on a time and material basis at CenturyLink's then-current rates without applying any discounts or credits under the Agreement, but these Standard Terms and Conditions and the Time and Materials Product Annex (posted to the Rates and Conditions Website) will govern CenturyLink's provision of such Services.

- 2.2 Order Term.** Customer purchases each Service for a specific term for the particular Service ordered (each, an "Order Term"). Each Order Term is listed in the Agreement and begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes, unless the parties otherwise agree in writing.

### 3. CHARGES.

- 3.1 CenturyLink Charges.** Customer will pay CenturyLink the rates and charges for Products and Services set forth in the Agreement and any Order under the Agreement, including all charges associated with establishing Customer's Products and Services or related to CenturyLink's installation or provisioning costs. Charges associated with establishing or provisioning Services may include nonrecurring charges described in applicable Schedules and Product and Service-specific Annexes. Examples of these nonrecurring charges are customer-initiated change requests, expedite charges, service charges, any construction-related charges, and liabilities imposed on CenturyLink by third parties, such as other local exchange carriers, as a result of ordering or providing facilities to operate Services.
- 3.2 Fixed Rates and Percentage Discounts.** Except as expressly stated otherwise in the Agreement, rates and charges for a Product or Service that are stated as a flat or fixed recurring or non-recurring charge will not change during the applicable Order Term (for a Service) or Agreement Term (for a Product) if CenturyLink increases or decreases the list rate in a Schedule or price list. Rates and charges for a Product or Service not fixed in the Agreement will be based on current Schedules or price lists and may change during the Agreement Term. If pricing in the Agreement for a Service is stated as a percentage discount off of a Schedule rate or list price, that percentage discount is fixed for the applicable Order Term, but CenturyLink may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice. **Changes to Schedules are posted to the Rates and Conditions Website.**
- 3.3 Rate Adjustments.** CenturyLink may impose additional fees, charges or surcharges on Customer to recover amounts that CenturyLink is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these fees, charges, or surcharges may vary. These charges may include state and federal Carrier Universal Service Charges, compensation to payphone providers, International Mobile Termination Charges, E911, Telephone Relay Service, or charges assessed to CenturyLink for terminating or originating a call to wireless providers.
- 3.4 Taxes.**
- A. Taxes Not Included.** CenturyLink's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on or based upon the provision, sale or use of Products and Services.
- B. Withholding Taxes.** Notwithstanding any other provision of the Agreement, if Customer is required by law to make a deduction or withholding from any amount due to CenturyLink, Customer must notify CenturyLink in writing. CenturyLink will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to CenturyLink will not be less than the amount CenturyLink would have received without the required deduction or withholding.

## CenturyLink Custom Cover Agreement

Customer Name: Rowan County  
Address: 1090 Corporate Center Dr.  
Salisbury, NC 28146

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- C. Exclusions.** Customer will not be responsible for payment of:
- (1) CenturyLink's direct income taxes and employment taxes; and
  - (2) any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

#### 4. BILLING AND PAYMENT.

##### 4.1 Invoicing.

- A. Commencement of Invoicing.** CenturyLink may begin invoicing Customer in full for rates and charges on the later of:  
the date the Products or Services are installed and made available; or  
the first day of the first bill cycle after the Effective Date.
- B. Delays.** If CenturyLink cannot install or make available the Products or Services by the delivery date specified in the Order due to a Customer-caused delay, CenturyLink may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days after the Effective Date.
- C. Recurring Services.** For recurring Services and nonrecurring charges, CenturyLink bills fixed service charges in advance, and usage-based charges in arrears.
- D. Additional Invoice Information.** Customer may make a written request to CenturyLink for additional invoice-related information, including duplicate invoices, to the extent such information is reasonably available in CenturyLink's sole discretion. CenturyLink may charge Customer for such information. Customer may only request information from CenturyLink for the 12-month period preceding the date of Customer's written request.

- 4.2 Payment and Late Charges.** Unless otherwise defined in the Agreement, Customer must pay all undisputed amounts by the due date listed on Customer's invoice, which may be up to 30 days from the date of the invoice. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. Other than items subject to a bona fide dispute, CenturyLink may charge a late fee (up to the maximum rate allowed by law) or take other action to compel payment of past due amounts after written notice to Customer, including suspension or termination of Services, unless prohibited by applicable law or regulation. Service that is suspended or terminated for nonpayment may be subject to a reconnection charge. Customer may not offset disputed amounts from one invoice against payments due on the same or another account. CenturyLink's acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs CenturyLink incurs, including reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms.

- 4.3 Disputed Invoice Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period described in Section 4.2, and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with CenturyLink to promptly resolve any disputed charge. If CenturyLink determines, in good faith, that the disputed charge is valid, CenturyLink will notify Customer and, within five business days of receiving notice, Customer must pay the charge.

- 5. CREDIT APPROVAL.** CenturyLink's provision of Products and Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Agreement Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Products and Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.



## CenturyLink Custom Cover Agreement

Customer Name: Rowan County  
Address: 1090 Corporate Center Dr.  
Salisbury, NC 28146

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### 6. ORDERS.

**6.1 Application.** The terms and conditions in any Orders will have no force or effect other than to denote quantity and description of Products or Services, delivery destinations, delivery dates, Customer billing addresses, installation addresses, the Agreement under which the Order is issued, and any other information required by CenturyLink. Orders are binding only upon acceptance in writing by CenturyLink. CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink initiates delivery of Products and Services listed in the Order or otherwise begins performance, but Customer must pay CenturyLink's costs resulting from Customer's cancellation, including costs specifically described in the applicable Schedule or Product and Service-specific Annexes.

**6.2 Cancellation.** CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink delivers the Products and Services listed in the Order or begins its performance, but Customer must pay any actual costs CenturyLink incurs due to Customer's cancellation in addition to any amounts described in the applicable Product and Service-specific Annexes.

**7. WARRANTIES.** THE SERVICES AND PRODUCTS PROVIDED BY CENTURYLINK UNDER THE AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE OR PRODUCT WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

### 8. EQUIPMENT AND SOFTWARE; CENTURYLINK-PROVIDED NETWORK MANAGEMENT.

**8.1 Equipment or Software Not Provided by CenturyLink.** Customer is responsible for any items not provided by CenturyLink, including installation, operation, and maintenance of such equipment or software and any equipment or software that impairs Product or Service quality or availability. Upon notice from CenturyLink of such impairment, Customer will promptly cure the problem. Customer will continue to pay CenturyLink for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the CenturyLink-provided network by CenturyLink or third parties, CenturyLink, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although CenturyLink will provide advance notice where practical. Customer will not rearrange, disconnect, remove, or attempt to repair any CenturyLink-provided items. At Customer's request, CenturyLink will troubleshoot the impairment at CenturyLink's then-current time and materials rates. CenturyLink is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by CenturyLink to become obsolete, require alteration, or perform at lower levels.

**8.2 Calls via Customer's Equipment or Software.** Customer is responsible for all charges, including any third-party charges, incurred for all types of calls, authorized or unauthorized, placed by or through Customer's equipment or software via any remote access feature, transferring capability, or call forwarding, even when such calls are placed fraudulently. Customer's responsibility for these charges applies in all instances, including if Customer purchased or leased such equipment or software by or through CenturyLink or purchased CenturyLink-provided maintenance for its equipment or software. To reduce Customer's exposure, Customer may install its own blocking techniques to stop such capabilities and calls. CenturyLink will neither install nor assist in the installation of such blocking techniques, and has no obligation to block these capabilities or liability if such calls are placed, including no liability for charges that Customer may incur.

#### **8.3 Software License.**

**A. Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the

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software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions, including end-user licensing agreements and terms and conditions from CenturyLink's vendors, may be provided to Customer through click or shrink-wrap agreements. CenturyLink may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

- B. Prohibitions.** Customer is not granted any rights to use any software on behalf of third parties or related to time share or service bureau activities. No rights are granted to source code, and Customer will not reverse engineer, decompile, modify, enhance, copy, prepare derivative works, or reproduce any software.

- 8.4 Title to Software or Equipment.** CenturyLink (or CenturyLink vendors, if applicable) retain title and property rights to CenturyLink-provided software and equipment (excluding Products sold to Customer under the Agreement), including copies, and any related patents, copyrights, trademarks, or IP addresses assigned to Customer. Upon termination or expiration of the Agreement or an applicable Order, Customer will surrender and immediately return the CenturyLink-provided equipment and software, including all copies, to CenturyLink or will provide CenturyLink access to reclaim such equipment and software.

- 8.5 Network Management.** CenturyLink reserves the right to perform preventative maintenance and software upgrades to the CenturyLink-provided network at its sole discretion on a scheduled or as-needed basis. CenturyLink may charge Customer where additional technical limitations or CenturyLink must construct network facilities to provide Services to Customer. If software or equipment not provided by CenturyLink is connected to CenturyLink-provided network facilities, CenturyLink's obligations relate only to the Services under the Agreement.

- 9. USE OF NAME, SERVICE MARKS, TRADEMARKS.** Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.

**10. CUSTOMER RESPONSIBILITIES.**

- 10.1 Installation.** Customer will reasonably cooperate with CenturyLink or its agents to install the Products and Services. Customer is responsible for damage to CenturyLink-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by CenturyLink. CenturyLink may refuse to install Products and Services or may discontinue and disconnect Products and Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Products and Services. Additional Customer responsibilities relating to a particular Product or Service may be defined in the applicable Schedules or Product and Service-specific Annexes.

**10.2 Use of Products and Services.**

- A. Acceptable Use Policy ("AUP").** If Customer purchases Products or Services that connect to the Internet, Customer must conform to the CenturyLink acceptable use policy posted to: <http://www.centurylink.com/Pages/AboutUs/Legal>, as reasonably amended from time to time.
- B. Abuse and Fraud.** Customer will not use Products or Services: (1) for fraudulent, abusive, unlawful or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
- C. Reseller.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as

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amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws.

- D. Security.** CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

## 11. CONFIDENTIALITY AND PRIVACY.

- 11.1 Nondisclosure Requirements.** If the parties have not executed a mutual nondisclosure agreement, this provision will govern their exchange of information. Each party will not disclose any Confidential Information (defined below) received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in the Agreement. This obligation will continue until two years after the Agreement expires or terminates. Confidential Information includes, but is not limited to, pricing and terms of the Agreement, and information relating to the disclosing party's technology, business affairs, trade secrets, development and research information, and marketing or sales plans (collectively the "Confidential Information"). The receiving party may disclose Confidential Information to its subsidiaries, Affiliates, agents and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision. The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other CenturyLink services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (D) is developed independently by the receiving party without reference to the Confidential Information, or (E) is required to be disclosed by law, regulation, or court or governmental order. The parties acknowledge that the receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement, the disclosing party may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who breached or threatened to breach its nondisclosure obligation under the Agreement will not raise the defense of an adequate remedy at law. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.
- 11.2 HIPAA.** By providing Services, CenturyLink does not require or intend to access Customer data, including any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §164.501 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Services and not meant for the purpose of managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).
- 11.3 Privacy.** CenturyLink's privacy policy, as amended from time to time, is available at <http://www.centurylink.com/Pages/AboutUs/Legal>. The privacy policy includes information about CenturyLink's customer information practices and applies to the provisioning of Products and Services.

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### 12. LIMITATIONS OF LIABILITY.

- 12.1 Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Products and Services purchased in the month preceding the month in which the injury occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.
- 12.2 Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 12.3 Unauthorized Access and Hacking.** Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by CenturyLink's negligence or willful misconduct, CenturyLink is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across CenturyLink-provided network facilities or Customer premise equipment.
- 12.4 Liability for Content.** CenturyLink is not responsible for the content of any information transmitted, accessed, or received by Customer through CenturyLink's provision of the Products and Services.

### 13. INDEMNIFICATION.

- 13.1 Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.** Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.
- 13.2 Customer Indemnification.** Customer will indemnify and defend CenturyLink, CenturyLink's officers, directors, agents, and employees and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:
- A.** Customer's failure to obtain required permits, licenses, or consents necessary to enable CenturyLink to provide the Products and Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to CenturyLink's general qualification to conduct business;
  - B.** Customer's transmissions, or transmissions by parties authorized by Customer, of, information, data, or messages over the CenturyLink-provided network leading directly or indirectly to third party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by CenturyLink; and (3) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
  - C.** CenturyLink's failure to pay any tax to the extent that CenturyLink relied on Customer's claimed legitimate exemption under applicable law;



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- D. Customer's breach of software licensing requirements; and
- E. Customer's failure to comply with the usage requirements in the Customer Responsibilities Section of these Standard Terms and Conditions.

**13.3 CenturyLink Indemnification.** CenturyLink will indemnify and defend Customer, Customer's officers, directors, agents, and employees and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. But CenturyLink's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to CenturyLink-provided software, equipment or Services; combination of CenturyLink-provided services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after CenturyLink provides reasonable notice to Customer of the infringement. For any third party claim that CenturyLink receives, or to minimize the potential for a claim, CenturyLink may, at its sole option, either:

- A. procure the right for Customer to continue using the Services;
- B. replace or modify the Services with comparable Services; or
- C. terminate the Services.

**13.4 Rights of Indemnified Party.** To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.

**13.5 Remedies.** The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section.

## 14. TERMINATION.

### 14.1 CenturyLink Right to Terminate.

- A. CenturyLink may immediately suspend or terminate Products or Services or the Agreement if:
  - (1) Customer fails to cure its default of the payment terms in the Agreement;
  - (2) If Customer has vacated the premises to which Services are furnished;
  - (3) Customer fails to cure any other material breach of the Agreement within 30 days after receiving CenturyLink's written notice;
  - (4) Customer provides false or deceptive information establishing, using or paying for Services or Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services;
  - (5) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents CenturyLink's performance under the Agreement; or
  - (6) Customer resells Products or Services as prohibited by these Standard Terms and Conditions.
- B. If CenturyLink terminates the Agreement under this Section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination liabilities.

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### 14.2 Customer Right to Terminate.

- A. Material Failure.** If CenturyLink materially fails to provide a Product or Service and CenturyLink fails to cure after Customer provides CenturyLink with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Customer may terminate the affected Products or Services without early termination liability 30 days after CenturyLink's receipt of Customer's written notice to terminate. CenturyLink's material failure does not include a failure caused by circumstances outside CenturyLink's sole control, a failure caused by a third party access provider, a Force Majeure Event, or Customer or Customer-provided software or equipment.
- B. Termination for Convenience.** Customer may terminate a Service during the applicable Order Term, or the Agreement during the Agreement Term, by providing 60 days' written notice to CenturyLink. In the case of such termination for convenience, Customer will be liable for early termination fees set forth in the Agreement.

### 14.3 Early Termination Liability.

- A. Calculation of Early Termination Liability.** If Customer terminates a Product or Service in whole or in part, before expiration of the applicable Order Term (unless due to CenturyLink's material failure), or CenturyLink terminates a Product or Service or applicable Order as permitted under the Agreement, Customer will pay the following early termination charges, which represent CenturyLink's reasonable liquidated damages and not a penalty:
- (1) **General Liability.** A lump sum equal to (a) 50% of the applicable monthly charges, multiplied by the number of months remaining in the applicable Order Term, plus (b) a pro rata amount of any waived installation charges, any credits issued (excluding any service level credits issued for any Service outages), and initialization fees waived based upon the number of months remaining in the applicable Order Term at the time of termination; and
- (2) **Third Party Liability.** Any liabilities imposed on CenturyLink by third parties, such as other local exchange carriers and all nonrecoverable costs incurred by CenturyLink as a result of ordering facilities required to operate the Product or Service, as a result of Customer's early termination.
- B. Waiver of Early Termination Liability.** With CenturyLink's written approval, Customer will not be liable for the early termination liability described in this Section for a Service if Customer purchases from the same CenturyLink entity providing the terminating Service another service at the same time with the same or greater monthly recurring charge for an Order Term at least equal to the greater of: the remaining months in the original Order Term or one year.

- 14.4 Disconnect Notice.** CenturyLink will have up to 30 days to complete disconnection of a Service. To complete disconnection, Customer must provide information required by CenturyLink. Customer's failure to provide such information may delay or prevent the disconnection. Customer will be responsible for all charges through the later of the 30<sup>th</sup> day after CenturyLink received the disconnect notice, or the date Customer stops using the Services.

- 15. FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events, and causes beyond the control of the responsible party (a "Force Majeure Event"). Force Majeure Events include: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.

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### 16. DEFINITIONS.

- 16.1** "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- 16.2** "Effective Date" is the date the last party signs the Agreement.
- 16.3** "Local Terms of Service" means the CenturyLink state-specific Guidebooks, Price Lists, Local Terms of Service or other deregulated terms and conditions under which CenturyLink provides detariffed incumbent local exchange carrier Services in certain states.
- 16.4** "Order" means a written, electronic or verbal order, or purchase order governed by the terms and conditions of the Agreement, submitted or confirmed by Customer and accepted by CenturyLink, which identifies specific Products and Services; quantity ordered; CenturyLink's Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or Customer's use, of Products or Services.
- 16.5** "Product(s)" includes equipment, devices, hardware, software, cabling or other materials sold or leased to Customer by or through CenturyLink as a separate item from, or bundled with, a Service.
- 16.6** "Product and Service-specific Annexes" refers to separate descriptions, terms and conditions for certain non-tariffed Products and Services, including those offered under applicable CenturyLink local terms of service in states that have withdrawn Tariffs for such Products and Services. Product and Service-specific Annexes are incorporated into the Agreement.
- 16.7** "Schedules" and "Rates and Services Schedules" ("RSS") can be used interchangeably and are the terms and conditions governing CenturyLink's provision of certain interexchange Services that were detariffed by order of the Federal Communication Commission ("FCC"). CenturyLink Schedules are subject to change during the Agreement Term under the rules and authority of the FCC. Schedules are posted to the Rates and Conditions Website.
- 16.8** "Service(s)" means wireline and wireless business communications services that are not governed by Tariffs, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through CenturyLink under the Agreement, excluding Products.
- 16.9** "Tariffs" means the CenturyLink incumbent local exchange carrier, competitive local exchange carrier, or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Agreement Term under the rules and authority of the relevant regulatory bodies.

### 17. MISCELLANEOUS.

- 17.1 Independent Contractor.** CenturyLink provides the Products and Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.
- 17.2 No Waiver of Rights.** The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.
- 17.3 No Third Party Beneficiaries.** The Agreement's benefits do not extend to any third party.
- 17.4 Governing Law; Dispute Resolution.**
- A. Negotiation.** The parties will use good faith efforts to resolve any dispute promptly by negotiation at a higher level of management than the persons with direct responsibility for administration of the Agreement. All negotiations and any documents exchanged related to the negotiations under this Section are confidential, and will be treated as compromise and settlement negotiations under applicable rules of evidence.
- B. Governing Law; Forum.** Delaware state law, without regard to choice-of-law principles, governs all matters relating to the Agreement. Any legal proceeding relating to the Agreement, will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to the Agreement not initiating

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the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

**C. Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity.

**D. Arbitration if Jury-Trial Waiver Unenforceable.** If for any reason the jury waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, *et. seq.* The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules, but need not be administered by JAMS unless the parties cannot otherwise agree upon the selection of an arbitrator within thirty (30) days of the receipt of a written demand for arbitration. If the parties cannot reach agreement on the selection of an arbitrator, either party may commence the arbitration process by filing a written demand for arbitration with JAMS, with a copy to the other party. The written demand for arbitration called for by this paragraph shall contain sufficient detail regarding the party's claims to permit the other party to understand the claims and identify witnesses and relevant documents. The arbitrator will not be empowered to award, nor will any party be entitled to receive, any damages or awards that are barred by the "Limitation of Liability" Section of the Agreement. The arbitrator's decision must follow the plain meaning of this Agreement and will be final, binding, and enforceable in a court of competent jurisdiction.

**17.5 Compliance with Laws.** Each party agrees that it will comply with all applicable laws in performing its obligations under the Agreement.

**17.6 Assignment.** Customer may not assign any rights or obligations under the Agreement or an Order without CenturyLink's prior written consent, except that Customer may assign the Agreement, after 30 days prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Following written notice to Customer, CenturyLink may assign the Agreement or an Order, in whole or in part, without Customer's prior written consent.

**17.7 Amendments and Alterations.** The Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to the Agreement are not valid unless accepted in writing by authorized representatives of both parties.

**17.8 Notices.**

**(a) Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

**(b) Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: [BusinessDisconnects@centurylink.com](mailto:BusinessDisconnects@centurylink.com). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Annex. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

**(c) Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14<sup>th</sup> St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.



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- 17.9 Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 17.10 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by CenturyLink.
- 17.11 Survivability.** The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 17.12 Entire Agreement.** This Agreement, including all referenced documents, annexes, Schedules, or exhibits, the related Orders and the parties' mutual nondisclosure agreement constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.
- 17.13 Changes to Tariff, Local Terms of Service, or AUP.** CenturyLink may amend, change, or withdraw the Tariff, Local Terms of Service, or AUP, with such updated Tariff, Local Terms of Service, or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements. If a modification to a Tariff, Local Terms of Service, or AUP (A) materially and adversely affects Customer's legitimate use of a Service; and (B) is not required by government or judicial action, then Customer may terminate the affected Service upon 30 days' written notice without liability for early termination charges for the affected Service, provided, however, that Customer provides written notice of its intent to terminate the Service under this Section within 30 days after the modification occurs and provides CenturyLink the opportunity to cure the modification within the 30 days after Customer's notice.

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### Exhibit 3 to Attachment A

#### 911 CALL PATH ROUTING AND A911 MPLS SERVICE GUIDE

This Service Guide describes West's A9-1-1 Routing service (the "Service"). Service is a fully managed solution offering emergency call delivery over a managed Internet Protocol ("IP") network. Service includes the following major components:

- West's Emergency Services IP Network ("ESInet"), provided by CenturyLink, provides a multi-layer redundant IP network architecture designed to support high system availability.
- Routing, delivery and management of 9-1-1 calls from both traditional and next generation networks to Public Safety Answering Points ("PSAPs") that are i3 capable as well as legacy Time-Division Multiplexing ("TDM") PSAPs on the path to i3.

A foundational element of Service is the ESInet, which securely transports emergency calls to all public safety agencies using Service. Such public safety agencies are responsible for receiving, managing, and responding to emergency calls. The ESInet supports end-to-end IP connectivity with IP and TDM ingress and egress options, thereby working with legacy wireline and wireless originating and terminating networks as well as next generation IP originating and terminating networks.

The principal application supported on the ESInet is emergency call delivery from an originating service provider to a PSAP. All associated transfers, bridging and hand-offs required to manage the emergency call are supported. The routing functions that support emergency call delivery determine the correct destination according to i3 or traditional legacy selective routing rules and policies.

There are two primary emergency call delivery solutions available with Service:

- a. IP Selective Router ("IPSR") Replacement: this solution replaces traditional legacy selective routing with an IP infrastructure (ESInet) that uses traditional routing logic. This routing logic consists of the calling party Automatic Number Identification ("ANI")/TN match to an Emergency Service Number ("ESN") and an Electronic Switching System Identification ("ESSID") to determine the appropriate destination (e.g., PSAP).
- b. A9-1-1 i3 Routing Service ("i3 Service"): this solution is in accordance with NENA i3 standards and is based on a caller's originating location as provided in the Presence Information Data Format-Location Object ("PIDF-LO") message and jurisdictional GIS data.

#### Architecture and Service Availability

Service is designed to achieve high availability through an active-active processing methodology, geographically diverse and distributed components, highly available components, and redundant IP transport. Service supports 99.999% availability for call processing with no single point of failure that will disrupt the ability to provide on-going call processing.

All functions necessary for call processing are deployed in a highly available configuration and duplicated across call processing centers. Transactions or call traffic will divert to available components upon failure or degradation of a given functional component or loss of a physical site. IP transport for critical service components is redundant and designed for multipath IP packet delivery so the failure of a given IP transport mechanism will not affect overall service availability.

Service is monitored 24x7x365 by the West Network Operations Center ("NOC"). Transactions are logged for reporting and analysis. Transaction information is available to CUSTOMER on a daily basis through the performance reporting suite and Customer Management Portal ("CMP").

#### Shared Services

Terms relating to facility requirements, system testing, migration, support and escalation procedures are described in the Shared Service Guide. These terms apply to Service described herein. In addition, the glossary found in the Shared Service Guide will define certain capitalized terms used in this Service Guide.

#### Service Features

##### IPSR Solution

The following components are included in the IPSR solution:

- ESInet

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- Functional Routing Elements for Call Delivery
  - Emergency Call Router ("ECR")
  - Policy Routing Function ("PRF")
  - Legacy Network Gateway ("LNG")
  - Legacy Selective Router Gateway ("LSRG") interface
  - Legacy PSAP Gateway ("LPG")
- Routing Policies:
  - Route lists for Primary, Alternate, Abandonment destinations
  - Ingress trunk resource management by call type
- Bridging (Transfers and Conferencing)
- CMP
- Reporting-Service Performance
- Optional Features:
  - PSAP Abandonment Device ("PAD") (on premise)
  - Enhanced Routing Options
  - Advanced CMP

### i3 Solution

The following components are included in the i3 solution:

- All elements and features included in the IPSR solution
- ESInet with Certificate Management for authenticated data bids from the PSAP
- Functional Routing Elements for Call Delivery
  - Emergency Services Routing Proxy ("ESRP")
  - Emergency Call Routing Function ("ECRF")
  - Location Information Server ("LIS") Interface
  - Additional Data Repository ("ADR") Interface
  - Spatial Interface ("SI")
  - Location Validation Function ("LVF")
- Optional Features:
  - Store coverage areas for other (non-West) ECRFs
  - Forest Guide simulation, in lieu of National Forest Guide deployment
    - ESN Routing with i3 Protocols (includes Legacy LoST Gateway)

### Service Description

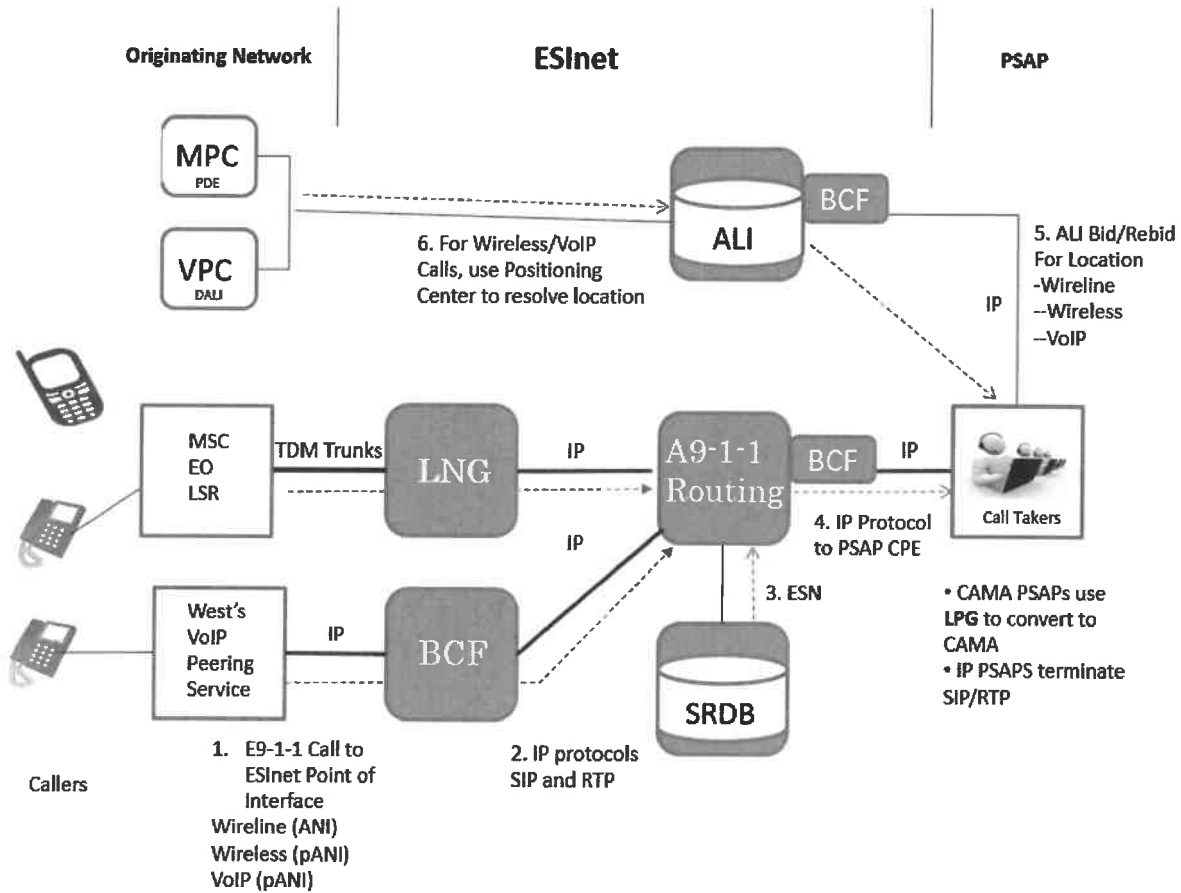
#### IPSR Solution

The Service IPSR solution is a multi-tenant NG9-1-1 service that replaces legacy TDM selective routing. The routing functions process inbound emergency calls from source, typically a 9-1-1 caller, to destination, which is typically a PSAP. Service will process all inbound emergency calls based on the configured routing rules of the LNG ingress trunk group and PSAP routing policies. Service uses the same selective routing elements as traditional TDM networks; this includes calling party ANI/TN, ANI match to an ESN, and an ESSID. The ESSID/ESN combination determines the specific destination; such as a PSAP. This is sometimes referred to as ESN based routing.

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An example call path is presented below.



### ESInet

A foundational component of Service, the ESInet is a managed IP network specifically built to support emergency services communications.

#### Border Control Function ("BCF")

BCF for IPSR traffic is provided by a Session Border Controller ("SBC") which inspects the voice and signaling traffic. It is configured to restrict traffic to authorized end points where the ESInet and PSAP networks interconnect, and where the ESInet connects with other network service providers.

#### Ingress Options

Service supports TDM SS7 calls from Originating Service Providers ("OSP") as the standard ingress signaling configuration. Other signaling options such as PRI and CAMA can be supported upon request. West recommends diverse links from the OSP to each West ESInet demarcation point. The demarcation points are typically located at regional aggregation sites. Originating TDM traffic is converted from TDM/SS7 to IP/SIP. It is the responsibility of the OSP to deliver emergency calls to the West ESInet point of interconnection ("POI"). Call handoffs and transfers from legacy selective routers are supported. The arriving call is delivered and handled the same as any other ingress call.

#### Egress Options

Service delivers emergency calls in an SIP format to the PSAP at which point CUSTOMER has two interface options depending on the capabilities of the premise-based CPE. The interface options support legacy CAMA and SIP. The SIP interconnection supports both ESN and i3 Service protocols. West will provide CPE interface specifications for SIP connections upon request.



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CenturyLink requires a minimum of two diverse transport facilities, primary and back-up, to a PSAP or a CUSTOMER provided network supporting their PSAPs. Terminating network equipment is provided by West to support termination and hand-off of the emergency call at the PSAP. West configures, monitors, and maintains West provided equipment. CUSTOMERS using Service can leverage the egress connection from the A9-1-1 ESInet to the PSAP for text and ALI delivery. CUSTOMER'S call handling equipment is required to support West's interface specifications for these services. Interface specifications are available upon request.

Additional fees for management and monitoring of non-voice messages such as text and ALI bids may apply to address set-up configurations, terminating equipment components, incident management, and reporting.

The egress connectivity methods are described below.

### **CAMA PSAP**

For stand-alone PSAPs with CPE that require CAMA trunks, CenturyLink will terminate its network on a telecommunications block (typically a 66 block). West will provide a router and a LPG per transport facility connection.

### **SIP PSAP**

For stand-alone PSAPs with CPE that is capable of supporting an SIP interface, CenturyLink will terminate its network on a West provided router. CUSTOMER must provide one free LAN Ethernet 100Mb/full duplex port per West router for this configuration.

### **SIP PSAP with a Multi-node Configuration**

This option is suited for PSAPs or host sites which are part of larger configuration such as host/remote or multi-node. For this option, West routers are deployed at sites within CUSTOMER PSAP network and provide the ability to dynamically failover between sites. This option requires CUSTOMER to provide to West router/firewall Ethernet ports with BGP routing protocol with 100MB/full duplex per port.

### Functional Routing Elements

#### **ECR**

This element manages all call routing decisions for Service using the SIP protocol. It works with the West Selective Routing Database ("SRDB") which contains the mapping of the TN to ESSID/ESN combination required to selectively route the call to the appropriate PSAP. It is configured with sets of routing rules provisioned for each PSAP.

SIP is the signaling protocol that the ECR uses to communicate with other A9-1-1 call processing network elements.

#### **SRDB**

The SRDB contains the mapping of the TN to ESSID/ESN combination which is required to selectively route to the appropriate PSAP. The ECR uses the information in the TN and ESSID/ESN tables to route calls. The SRDB also contains other data items to aid in PSAP resource selection, such as Class of Service (wireline, wireless, VoIP) and; Latitude, Longitude, and elevation.

#### **PRF**

The PRF is a functional component of the ECR. It manages and controls rules and policies for routing calls to PSAPs. PSAPs define what these rules and policies are.

#### **LNG/LSRG**

The LNG/LSRG are signaling and media interconnection points between callers in the legacy originating networks and the IPSR NG9-1-1 architecture. The LNG converts calls from TDM to SIP signaling for ingress to the ESInet. The LSRG converts calls from SIP to TDM signaling for egress from the ESInet to the PSTN.

Per NENA STA-010.2, the LNG is comprised of three primary components. These components are the Protocol Interworking Function ("PIF"), the NG9-1-1 specific Interwork Function ("NIF") and the Location Interwork Function ("LIF"). For the IPSR service, the PIF component is performed at the edge of the ESInet. The NIF function is performed by the ECR. For i3 Service, the LIF component is enabled to retrieve location for i3 formatted calls.

The LSRG provides an interface between a 9-1-1 selective router and an ESInet, enabling calls to be routed and/or transferred and/or handed-off between legacy and next generation emergency networks. A call hand-off may be required when Service receives a call that it deems should be rerouted to a legacy foreign selective router.

Availability and survivability of these routing elements is achieved by distributing TDM circuits from OSPs across multiple LNGs so that the failure of one LNG will not impact all the circuits from a given originating service area. The SS7 signaling elements are also redundant and geographically distributed so that a single failure will not interrupt continued call processing. Service has default routing capabilities for scenarios where a location is not provided in a timely manner.

#### **LPG**

The LPG provides a conversion service from SIP to TDM signaling for PSAPs with legacy CPE that require a CAMA interface. Service refers to this routing element as the PSAP Gateway Manager ("PGM"). Two PGMs are deployed to each PSAP for redundancy and failover. The PGM supports 8-digit CAMA and 10-digit EMF.

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### Routing Policy Rules, Attributes and Features

Service processes all inbound emergency calls based on the configured routing rules for the PSAP.

#### Routing Rules

The routing rules support:

- Management of wireline, wireless, and VoIP call types
- Identification of each end office ("EO"), OSP or mobile switching center ("MSC") trunk for either selective routing or trunk-only routing, based on:
  - Selective Routing: Calling party ANI, ANI match to an ESN and an ESSID, or a pseudo ANI ("p-ANI") used to look up ANI for wireless and VoIP calls.
  - Trunk Only Routing: Incoming EO trunk is assigned an ESN/ESSID which relates to a specific ingress trunk group.

West coordinates with each OSP and confirms that the signaling interface for incoming trunks from the EO or MSC to the West ESInet is appropriate so as to provide the following information:

- Incoming signal type
- Call type
- P-ANI administration, if applicable

#### Implementing Configurable PSAP Attributes

CUSTOMER identifies which personnel at each of CUSTOMER's PSAPs are authorized to request PSAP configurable attribute changes. West will provision the following PSAP configurable routing attributes as requested by CUSTOMER.

- Primary and alternate routes
- PSAP abandonment routes
- Selective transfer star code destinations (e.g. \*11 thru\*19) for first responders, Police, Fire, and EMS
- Fixed bridge lists (e.g. \*20 thru \*49) for poison control, neighboring PSAPs or other similar destinations
- State-wide bridge list (e.g. \*500 thru \*999) to standardize star codes for PSAPs across an entire State.

PSAP preferred routing instructions apply to the following:

- PSAP Abandonment Routing: specific routing instructions to be applied if the PSAP must evacuate the facility or the PSAP is closed for a period of time.
- PSAP Alternate Routing: Specific routing instructions to be applied as an alternate location for routing if all lines to the primary PSAP are busy, or the PSAP is unreachable (but not abandoned).. Multiple, prioritized alternate route destinations are supported.
- PSAP Default Routing: Specific default routing instructions to be applied for each incoming trunk group. 9-1-1 calls are routed to the default PSAP if an ANI failure occurs, no record found ("NRF"), or unintelligible digits are received from EO.
- PSAP Destinations and Route Lists: PSAP is able to specify a unique route list for each routing rule. These route lists allow for designation of a primary target for call routing and includes numerous prioritized alternate destinations such as:
  - PSAP served by Service
  - PSAP served by a non-West selective routing service
  - PSTN number
  - Fast busy
  - Treatment message
  - Custom tone
- PSAP Trunk Group Management: Each incoming trunk group is individually designated to carry a particular call type and/or combination of call types (wireless, wireline, VoIP).

West will configure the following PSAP configurable trunk attributes for each of CUSTOMER's PSAPs requiring a CAMA interface.

- Numbering Plan Digit ("NPD") assignment (if appropriate)
- Trunk assignments by call type (wireline, wireless, VoIP, or any combination)
  - Each PSAP may designate specific trunks to handle specific call types, or any combination of call types. Call types include wireline, wireless, and VoIP. The benefit is that one call type cannot overrun the available trunks at a PSAP. If a PSAP chooses to designate specific trunk members for specific call

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types, the PSAP may also elect to have calls of a certain type overflow to trunk members designated for a different call type. For example, a PSAP that typically receives many wireless calls for a single incident (i.e., rush hour traffic accident) may overflow the calls to the trunks supporting wireline calls.

### Modifying Configurable PSAP Attributes

Following production turn-up of Service, West will complete PSAP configurable attribute changes within five Business Days of receipt of a written request (including email) from CUSTOMER or authorized CUSTOMER PSAP personnel. All requests must be submitted to the West Project Manager for review and implementation or, following Production Turn-up, to the West Program Manager. The five Business Day timeline may be exceeded if the West Project/Program Manager determines that further discussion is needed with PSAP before implementing the changes, for example where the change is technically inadvisable or unfeasible.

For PSAP abandonment, CUSTOMER may contact the West Emergency Call Relay Center ("ECRC") to engage the configured PSAP Abandonment Rules. The West ECRC will engage the PSAP Abandonment Rules within 15 minutes of receiving a PSAP abandonment request.

Call Transfer/Bridging and Conference

### Transfer/Bridging

Service includes the following flexible transfer/bridging functions for each PSAP. Transfers and bridging is supported between other PSAPs on this Service or PSAPs supported by another selective router service.

- Selective Transfer/Bridge: The ability for the call taker to transfer or N-way conference an incoming call to another agency by selecting the agency; e.g., "Fire," on CUSTOMER PSAP CPE
- Fixed Transfer/Bridge: The ability for the call taker to transfer or N-way conference
- Manual Transfer/Bridge: The ability for the call taker to complete a manual transfer
- Call Transfers between LEC Providers

### Supporting Transfers to PSAPs not using Service

CUSTOMER PSAPs on Service can transfer calls to PSAPs not using the Service. However, connectivity must be established between the A9-1-1 ESInet and the selective router or ESInet supporting the PSAP served by another provider. For Wireline, Wireless and VoIP calls, the Telephone Number ("TN"), Emergency Services Routing Key ("ESRK") and Emergency Services Query Key ("ESQK") should be provisioned into each 9-1-1 service provider's ALI system so that location information can be retrieved by the receiving PSAP's ALI system.

Interconnection with the other 9-1-1 service provider's selective routers and ALI systems require the cooperation of such service provider. When cooperation of such service providers is not received, transfers to secondary PSAPs served by legacy SR service are conducted via PSTN without ANI or ALI. Inclusion of secondary PSAPs onto Service (which would enable full ANI and ALI transfer to them) is out of scope and subject to change order unless specially listed in the A9-1-1 Service Order.

If the legacy 9-1-1 service provider does not support the inter-ALI connectivity, an alternate method of call transfer processing is required. The alternative to inter-ALI connectivity is for both West and the legacy service provider to provision TN data into their respective ALI systems. This method is also known as 'dual loading'. In using this method, the call transfer is performed (including ANI) via the interconnection between the legacy service provider and West selective routing solution. ALI is provided by the 9-1-1 service provider for the receiving PSAP.

### Bridging with Conference Control

A conference bridge is a call scenario involving more than two call participants. A call participant is any destination participating on the conference call such as the original terminating CPE, PSTN and any additional terminating CPE. After the initial dialog between the caller and the call handler has been established, any call handler may bridge one or more additional participants. A call handler is any member on the bridge that is a terminating ESRP.

Service supports the following conference call scenarios.

- For SIP enabled PSAPs:
  - The initial call handler may bridge one or more participants to the call.
  - Added call handlers may bridge one or more additional participants.
  - Any call handler may drop any participant that they have bridged to the call.
  - Any call handler may drop the last participant that joined the bridged call.
  - A call handler may drop any participant if they have the corresponding Universal Resource Identifier ("URI").
- For CAMA PSAPs:
  - The initial call handler may bridge one new participant to the call.
  - Added call handlers may bridge one additional participant.

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- o A call handler may drop the participant they added to the call. Any participants added by dropped call handler will also be dropped.

To ensure quality of service, Service limits the number of conference call participants to ten as a standard configuration.

### CMP

The CMP is a web-based tool that allows authorized users to view Service configurations for their respective PSAP, including call transfers, routing, and other configurations. In addition, the user may research Call Detail Records for call activity based on a specific date range.

The CMP provides the following information for a specific PSAP:

- Provisioned PSAP contact information and feature subscription information
- PSAP's current operational state (e.g. in-service or abandoned) and a link to a 90 day history of the PSAP's operational state
- Information about the provisioned Abandonment Route List such as name and pilot number of the PSAP that will receive calls when a PSAP is abandoned
- A list of PSAPs that have your PSAP as the primary destination in their route list
- Selective Transfer and Bridge list (speed dial) for TNs associated with first responders (e.g. other PSAPs) associated with the ESN of the caller's TN
- Fixed transfer and Bridge list (speed dial) for frequently called numbers such as 'poison control'
- Statewide PSAP directory (as applicable) which can be used by any PSAP in a state to contact any other PSAP in the same state
- Call Detail Records ("CDRs"): view CDRs for which your PSAP was either a primary or alternate participant. Each CDR is built for each destination while processing the call. The information is divided into the following categories:
  - o Call start
  - o Answer
  - o Call disconnect

Support services for the CMP are provided during "West Normal Business Hours," defined as Monday through Friday 8:00 AM to 5:00 PM Mountain Time, excluding West holidays.

### Performance Reporting Metrics

Service provides CUSTOMER with up to three user accounts per CUSTOMER PSAP for access to Service Performance Reports. These reports can be queried based on a daily, weekly, or monthly basis.

Updates for reports refreshed daily are posted by 9:00 AM Mountain Time (MT), and updates to monthly data sets are posted by the sixth business day of each month immediately following the reporting month. CUSTOMER will be able to access one year of data through the reporting tool. CUSTOMER report requests older than one year are out of scope and subject to change order.

Support services for the reporting tool are provided during West Normal Business Hours, defined as Monday through Friday 8:00 AM to 5:00 PM Mountain Time, excluding West holidays.

### Reports

The following are standard reports provided for Service:

- Event Count Reports per Hour: provides metrics for total calls in which CUSTOMER's PSAP participated by hour for a day, week or month.
- Event Count Report by Trunk Group: provides metrics for total calls in which CUSTOMER's PSAP participated and provides metrics for calls attempted, calls transferred out, calls transferred in.
- Event Count by Routing Reason and Destination: Indicates counts where CUSTOMER's PSAP participated as the Primary versus Alternate, whether the call was answered or busy, for Default versus Selective routed, and for call where the destination was "Not Available" (includes abandoned, rejected, transferred and handed-off calls). Provides metrics for total calls, initial calls, and calls transferred out/in for each category.
- Event Count by Type: Indicates counts by call type (wireless, wireline, VoIP) where CUSTOMER's PSAP is primary, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in.
- Event Count by Incoming Trunk: Indicates the number of calls sent to CUSTOMER's PSAP by each trunk, and provides metrics for total calls, initial calls, calls transferred out, and calls transferred in for each category.

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- Bridge Call Summary: provides metrics for calls bridged in or out by bridge type (fixed, selective, manual). Call detail is available for each bridged call.
- Routing Database Processing: provides a breakout of initial calls where CUSTOMER's PSAP was Primary by selectively routed versus default routed with a NRF breakout.
- Event Setup Time: provides statistics on the time to route and deliver calls where your PSAP is Primary, including the minimum, maximum, median and average times.

### IPSR Replacement Optional Features and Functions

#### PSAP Abandonment Equipment

CUSTOMERs may order and use a PAD as part of Service equipment installed and managed on the PSAP's premises. The PAD enables 9-1-1 calls to be re-routed to a pre-provisioned alternate destination if a PSAP is unable to receive and answer calls. This device can also be used when a PSAP is abandoned due to a catastrophic event or to support manned versus un-manned operating hours; e.g., PSAP A is manned from 7 AM to 7 PM Sunday through Saturday and then 9-1-1 calls for that jurisdiction are supported by PSAP B from 7 PM to 7 AM on the same days. If the PSAP chooses to not have a PAD, West will perform the abandonment function on behalf of the PSAP upon request or the PSAP can evoke abandonment routing through the CMP if they subscribed to this feature. Please see CMP Optional Features listed below.

#### Advanced Routing Options-Call Volume Distribution

Given a set of overflow destination choices, the call routing for Primary/Alternate or Abandonment routing will evenly distribute incoming calls over the set of overflow destinations. Up to ten destinations per route list can be supported. This feature can be requested by CUSTOMER during initial turn-up of Service/ESInet service or as a change request by CUSTOMERs in service. The options are:

- Use for overflow from the primary PSAP to alternate PSAPs
- Use for distribution to two or more PSAPs when in an abandoned state

For each option above, a route list of PSAPs is required. CUSTOMER may choose from route lists they have in place or they may create a new route list to be specifically used for this feature. This feature is either 'on' or 'off' for all calls.

#### Advanced CMP-Administrative Roles

The CMP is a web-based application that allows authorized personnel from regional agencies or PSAPs to view, through a single sign-on, the following information for one or more PSAP level accounts deployed on Service ESInet:

- Provisioned PSAP contact information and feature subscription information
- PSAP operational state and a 90-day PSAP state history report
- Abandonment Back-up Route Lists
- Fixed transfer and bridge list
- ESN selective bridge list
- Statewide PSAP directory (as applicable)
- CDRs

#### Roles

There are multiple roles associated with the CMP. These roles determine what information is accessible to the user and what tasks can be performed by the user.

The Role included with Service is 'PSAP View Only'. This role allows users to view information associated with a single PSAP. Please see Section 0 above for a description of what information is available to view.

For an additional charge a role for CUSTOMER and/or Regional Authority can be provisioned and supported. This role allows the user to view contact, configuration and CDR information for multiple PSAPs with a single set of log-on credential.

#### i3 Service Standard Features and Functions

The i3 Service provides CUSTOMERs with SIP-based call routing compliant with i3 functionality as referenced in the NENA Detailed Functional and Interface Standards 08-003 v1, June 14, 2011 ("i3 Reference Architecture"). With the recent release of NENA STA-010.2 (formerly known as NENA 08-003 v2) and the subsequent NENA Working Group effort to continue with the NENA STA-010.3 draft, West will continue to evaluate both recent and future changes to the specification and update pertinent core services when deemed necessary and acceptable. Note that not all functionality described within the specification has had market demand and as such not all described functionality is included in i3 Service.



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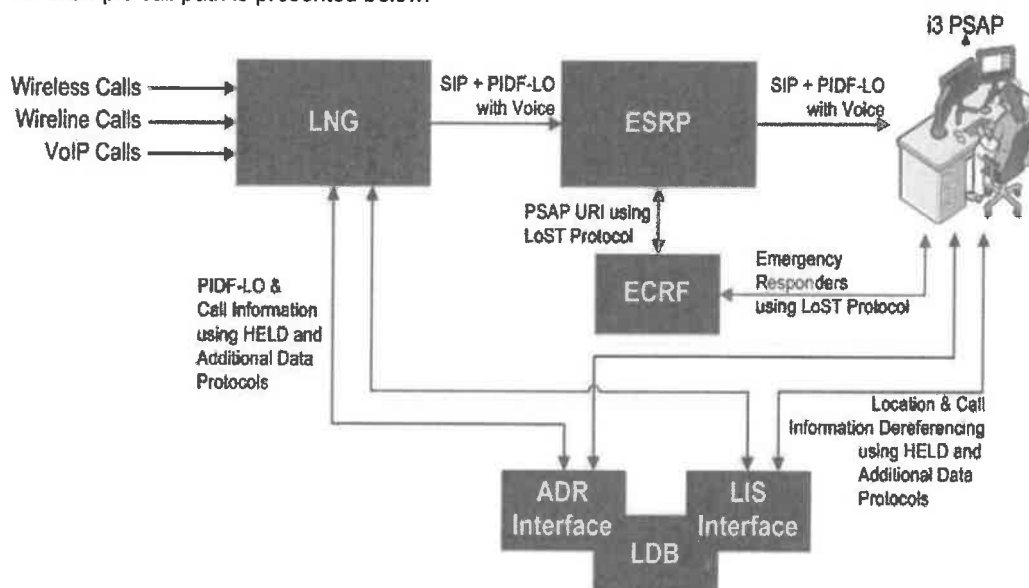
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### i3 Service includes:

- An ESInet to deliver 9-1-1 voice SIP/PIDF-LO to the PSAP as well as supplemental data as defined in the i3 Reference Architecture.
- Routing calls and enhanced data utilizing i3 functional elements and open standard protocols, as defined in the i3 Reference Architecture. These functions include the call routing components (BCF, LNG, LIS Interface, ADR Interface, ESRP, PRF, ECRF) as well as the GIS data provisioning components (SI, LVF).

Note that the LIS Interface and ADR Interface, as well as their associated Location Database ("LDB"), are not a part of the end-state i3 architecture. These functions are designed to be provided by the OSP. Until OSPs are providing their own LISs and ADRs, this is a function included with i3 Service.

An example call path is presented below.



All features and functions provided with IPSR are included with i3 Service. In addition, the following i3 specific features and functions are included as standard components.

#### ESInet

The ESInet continues to be the foundational component of i3 Service.

#### Border Control Function (BCF)

For i3 Service, the BCF is expanded to include certificate management to securely manage access to i3 data elements.

#### Egress Options

i3 Service delivers emergency calls in an i3 format to the PSAP. The i3 format includes PIDF-LO. The i3 SIP INVITE delivered to the PSAP (terminating ESRP) includes (as available) both geodetic and civic location elements and additional data, conveyed by value and/or reference from the LIS and ADR [formerly referred to as the Call Information Database ("CIBD")] responses.

For PSAPs that are i3 enabled, i3 Service supports the following interfaces as documented in NENA STA-010.2 Detailed Functional and Interface Specification for the NENA i3 Solution-Stage 3.

- ESRP-Terminating ESRP Interface
- ECRF-LoST Interface
- LIS-HTTP-Enabled Location Delivery ("HELD") Interface
- Additional Data Interface ("ADR")
- LVF-LoST Interface

Whereas West can deliver PIDF-LO to a PSAP with a CAMA, SIP or i3 CPE interface, only the i3 interface will fully utilize the information available with the call. West will provide CPE interface specifications for i3 connections upon request. A sub-set of i3 routing policies can be provisioned for legacy PSAPs along with a ten-digit TN for delivery.

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The Egress connectivity options are the same as described for IPSR. Please see Section 0 above for a description of the connectivity options.

### Functional Routing Elements

#### ECRF

A core i3 component of i3 Service is the ECRF which enables i3 GIS-based routing, emergency responder determination, and the return of URIs for location specific ADRs. The ECRF provides the capability to determine the correct URI (location) for the requested Uniform Resource Name ("URN") based on either civic or geodetic location elements within the PIDF-LO. The West ECRF supports <findService>, <listServices> and <listServicesByLocation> LoST queries.

CUSTOMER's GIS data is uploaded to the ECRF through the SI. Updates to the data set for any reason are supported through the SI as well. Validated GIS updates are normalized and applied to the ECRF production instances in a manner that preserves availability and coordinates with other ESInet scheduled updates and activities. i3 Service supports a minimum of four ECRFs; two per geographically diverse location. Each ECRF element maintains two copies of each map layer, an active one that processes the LoST queries and an inactive one. New updates are applied to the inactive directory. Once processing is complete for all ECRF instances, the ECRF system will notify the SI that the load was successful and make the inactive map layer active. If for some reason the load was unsuccessful, the ECRF system will pass that result along to the SI which will send out alarm notifications. If this occurs, the previously active map layer will remain active.

For expediency during call processing, the geodetic location is utilized by the ESRP for routing determination, allowing the ECRF to use a point-in-polygon lookup. Routing and other services can also be determined based on civic address when geodetic locations are unavailable.

Polygon sets for each service URN (name) a CUSTOMER would like to support must be included via the SI for validation and implementation in the ECRF. The PSAP may query the ECRF for additional service URNs associated with the location. The PSAP may also query the ECRF for the URI associated with an ADR specific to the civic location provided in the LoST request. If that information is provisioned with the PSAP's Address Point data, the ADR URI will be returned.

The ECRF supports additional service layers, such as Poison Control or Animal Control, and is capable of handling alternate service layers that when combined with the PRF, provide optional advanced call routing functions beyond what the NENA specifications require. See i3 Routing Optional Features Section 2.3.4 for advanced call routing functions available with this service.

Additionally, if the ECRF receives a request for a location outside its coverage area, it will send an iterative query to the National Forest Guide, once available. Absent the National Forest Guide, the ECRF has the capability of storing coverage areas for other ECRFs. When a request for a location that falls outside of its own coverage area is received, the ECRF will check to see if the location falls within another known coverage area and send a recursive query to that ECRF and per RFC 5222, pass that response along to the requesting system.

Certain functions of the ECRF, such as those associated with gap/overlap detection and event notifications are handled on independent servers, so these functions never interfere with the critical call-time activities of the ECRF.

#### SI

The SI serves as the single resource for GIS data updates for provisioning of the ECRF. This allows for consistency between the various i3 transitional elements and i3 core services that utilize the data. Specifically, the SI supports:

- Secure GIS file transfer
- Automated schema change detection and error notification
- Automated email notifications for file upload and processing status

GIS updates are provisioned through the SI which performs GIS validations, including those to ensure routing integrity. The quality assurance/quality control processes conducted during the validation steps prevent any unwanted boundary gaps or overlaps from being provisioned in the ECRF. The SI can also be configured to check for duplicate features as these will adversely impact the ECRFs ability to return a valid response for a given location. A change control system is used to monitor and manage data discrepancies and to track data change requirements.

#### Location Information Service ("LIS") and ADR Interfaces

The LIS provides the location of end points, including; location by reference and location by value (geodetic or civic). West provides a LIS interface that draws its location information from a LDB.

Whereas the carriers (OSPs) are responsible for building and maintaining the LIS, there have been limited to no deployments of this i3 functional element to date. With that in mind, West has built a transitional LIS solution that leverages an interface into the ALI database that supports HELD queries in conformance with RFC 5985. The ALI database serves as the LDB during carrier transition to NENA i3 compliance. West will maintain the HELD interface to its ALI platform to simultaneously support legacy PSAPs and i3 PSAPs.

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The HELD interface into the West LDB (aka Regional LIS or Public Sector LIS) is leveraged by the LNG to retrieve PIDF-LO, either by value or reference, to be delivered to the PSAP within the SIP messaging. The HELD interface is also presented to the PSAP CPE to provide dereferencing services and/or provide location updates for wireless calls. Note that not all ALI fields map to PIDF-LO, for example Class of Service and CUSTOMER Name. For these fields, the LNG supports Additional Data protocol (draft-ietf-ecrit-additional-data-28) to retrieve these data fields via the ADR. The ADR information, when combined with PIDF-LO will provide data equating to legacy ALI equivalency. The ability to utilize this information is dependent on the capabilities of the CPE.

West uses a LNG to provide the mechanism to obtain the caller's location at the time of the call by using the LIF to query the caller's appropriate LIS database, be it via the LIS interface into the LDB or a carrier LIS once available.

### **Emergency Services Routing Protocol ("ESRP")**

The ESRP replaces the ECR system for i3 Service. The ESRP, a NG9-1-1 functional element, is a SIP proxy server that selects the next routing hop within the ESInet based on location and policy. There is at least one ESRP within the ESInet. There may be several intermediate ESRPs in the call path. PSAPs with SIP CPE will typically have a terminating ESRP on premise.

The ESRP provides i3 compliant routing functionality with i3 compliant interfaces and features. The ESRP processes ingress calls using Session Initiation Protocol ("SIP") signaling with location embedded in the PIDF-LO from i3 compliant carrier networks, from legacy carriers or selective routers via the LNG, or from an upstream i3 ESRP and routes calls to the appropriate terminating ESRP (PSAP) according to the caller's location and the PSAP-configured routing policy.

When the ESRP receives an ingress call, it evaluates the SIP INVITE geolocation header within the PIDF-LO. If the geolocation header contains location by reference, the ESRP queries the LIS via the HELD interface. The LIS provides the dereferencing service and responds with the routable geodetic and/or civic location value. The ESRP then queries the ECRF via the LoST protocol with the caller's geodetic and/or civic address location to identify destination URI for the call.

Using the location-determined URI retrieved from the ECRF via the LoST protocol, the ESRP interacts with the PRF to determine call routing.

Policy route determination includes evaluation of the PSAP-configured routing policy, the caller's location (for geospatially determined alternate routing policies), the PSAP operational state, and the ring-no-answer timer configuration. The ESRP also supports an option to configure PSAP routing by call type. This option supports areas where wireless calls are routed using a different set of PSAP polygons than are used to route wireline or VoIP calls. The ESRP supports N-way bridging and call transfers using i3 SIP REFER and subscribe/notify messaging. i3 PSAPs can transfer calls to both i3 and non-i3 compliant PSAPs. Subscribe/notify messaging allows the PSAP or secondary PSAP to take control over the call bridge once the call has been transferred.

### **PRF**

The PRF is a functional component of the ESRP. It manages and controls rules and policies for routing calls to PSAPs. PSAPs define what these rules and policies are.

### **Routing Policy Rules, Options and Features**

The i3 Service supports the same configuration options available with IPSR service as well as the option below.

### **ESN Back-up Routing**

i3 Service provides PSAPs with peace of mind by supporting multiple default routing fallback options until carriers transition to i3-compliant call delivery and/or for when GIS location information is not available or incomplete. Fallback to legacy ESN or NRF routing is optionally supported at no additional charge to ensure every call is routed to the appropriate PSAP even if VoIP or wireless carriers do not deliver or pre-provision routable location values or if carrier-provisioned records are error treated. If the ESRP has to utilize the fallback ESN or NRF routing scheme, it will continue to deliver the call and location information in the i3 SIP and PIDF-LO formats. This innovative solution provides for extreme reliability for the routing of calls.

### **Performance Reporting**

The i3 Service supports the same reporting options available with IPSR service.

### **i3 Service Optional Features and Functions**

The Optional Features and Functions available with IPSR are available with i3 Service. In addition, the following features and functions are available for an additional charge.

### **ECRF Options**

Non-West Coverage areas

Store coverage areas for other (non-West) ECRFs

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### Alternate Esri based delta updates

Alternate Esri based delta updates of GIS data: West supports full file uploads of Esri shape files, alternate Esri based delta updates and geodatabase files. West will provide details around creation of those delta files to be used for GIS data updates upon request.

### Routing Options

#### ESN Routing with i3 Protocols (includes Legacy LoST Gateway)

A fully i3 compliant implementation requires very high quality GIS data for routing and location validation. While this is the preferred solution, West is in a position to provide a transitional solution that will fully interface with an i3 compliant CPE provider. West can leverage existing functionality in its Service solution to route the call to an i3 compliant PSAP. The four i3 interfaces required by the PSAP for full compliance are:

- An ESRP to Terminating ESRP interface for call setup using an i3 compliant SIP invite that includes PIDF-LO (location by value) and/or location by reference as well as Additional Data associated with the call as provided by the ADR.
- A HELD protocol interface to retrieve updated location information from the LIS Interface identified in the SIP messaging as the source to dereference a location that is provided by reference.
- An Additional Data protocol interface to retrieve additional call information.
- A Location to Service Translation ("LoST") protocol interface into the ECRF for the retrieval of responder selective transfer information.

The data provided via interfaces two through four were provided via a single ALI bid in the legacy world and require bids to three separate interfaces in an i3 implementation. Use of GIS data for routing and location validation is preferred, but GIS data is not required to implement interfaces one through three.

The ECRF requires GIS data. Without supporting GIS data, the PSAP CPE would be forced to work in a hybrid manner during transition, leveraging some of the i3 interfaces, but requiring legacy ALI bids to retrieve other pieces of critical data, specifically the ELTs for selective transfer. Legacy and i3 retrieval interfaces can be mixed and matched in various ways, providing a potentially very complex solution from the CPE end. Mixing legacy and i3 interfaces is not recommended.

The Legacy LoST Gateway rounds out a suite of i3 interfaces to the CPE, even if CUSTOMER is not ready with its GIS data. To accomplish this, a LoST protocol interface must be presented to the PSAP CPE. The data supporting the LoST response to a LoST request from the CPE would be gathered from an ALI bid that includes ELTs in the response.

This unique capability allows calls to continue to route in a legacy manner while presenting all i3 defined interfaces to the PSAP CPE while the 9-1-1 authority works on preparing their GIS data. Once available, it can be provisioned to the ECRF and routing will begin working as designed in the NENA i3 specifications.

### General Service Attributes, Limitations and Disclaimers

Service has the following general attributes.

- West owns and manages all functional routing elements.
- The i3 Service is designed to work with both West and non-West GIS Location Data Management ("LDM") services. However, the West GIS LDM services provide a seamless end-to-end solution with economic advantages due to workflow efficiencies.
- If a foreign GIS service is used; the accuracy and completeness of the data is the responsibility of the 9-1-1 Authority which includes a LVF validation of civic address prior to a call being placed.
- ESInet PSAP connections can be used for other West provided services, including but not limited to ALI bids and TXT29-1-1.
- Hosting of the ADR and/or LIS is not West's responsibility.
- Per-Person charges apply when Service has been accepted by PSAP CUSTOMER.

### Training

West will provide training to county/municipal coordinators for access to the CMP. Each training session will last approximately up to two hours and will be via a telephone and/or web conference.

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### Service Turn-Up

#### Overview

The West Solution Delivery approach to plan, configure, network engineer, implement, test, document, train, and support Service follows West's time-proven Solution Delivery methodology. The lifecycle begins with solution definition and architecture activities. During these initial phases, the joint CUSTOMER and West team members verify system application and implementation requirements, refine the solution architecture, and finalize the plan for solution deployment. Following definition and architecture phases, the West team orders, installs, configures, tests, and trains users on CUSTOMER-facing solution components as part of the deployment effort. Following successful deployment, the maintenance phase begins. The primary goal of this methodology is that the project aligns with overall CUSTOMER expectations, and is tailored to fit the needs of CUSTOMER. The Project Plan phases are described below.

#### Solution Definition

The first phase is the Solution Definition, which begins with the kickoff and alignment process and is critical to the overall success of the 9-1-1 initiative. During this process, key members of the joint project team unite to identify roles, responsibilities, critical success factors, project challenges, elaborate on specific strategies and project options, confirm Service project scope, and finalize plans to expedite solution delivery plans and resources. The proposed solution is reviewed in order to align each primary stakeholder with a common vision and strategy for unified team design and planning. The West team conducts current systems, processes, and site surveys to more clearly understand the current system and user environment, allowing the Team to plan the most effective migration path to the new system.

#### Solution Architecture

During the Solution Architecture phase, the detailed solution design is finalized based on confirmed requirements. During this phase, the West team analyzes the current systems, operations, and operational procedures, identifies the human factors needs, considers implementation options, and with CUSTOMER, commits the detailed solution design and implementation schedule.

Stakeholder participation to identify processes and standard operating impact is critical in this process to support a successful integration of the new system. Current procedures, connectivity, and routing policies are examined so that the appropriate practices are carried forward to the new system environment. Examples of important areas considered include load balancing philosophies and default routing rules.

Initial planning for connectivity from the telephone service providers to the POIs also begins in the architecture phase. Key solution architecture planning activities include:

- Detailed solution design and schematics (onsite, site to site, site to West, routers, etc.)
- Originating service provider connectivity specifications
- Physical requirements (e.g., equipment room design, floor loading)
- Call transfer requirements
- Training plan and schedule
- Refined project plan and timeline

#### Solution Integration

During the Solution Integration phase, the components of the solution, including processes, applications, servers, network components, and data flow, are ordered, engineered and readied for deployment. All network, regional, and CUSTOMER premises components are delivered, and the equipment rooms and other facilities are readied.

Coordination with wireline, wireless, and VoIP OSP is an essential part of this stage to plan for Service management transition. OSP receive all necessary information and detail to obtain connectivity to the West systems and the service provider's connectivity to the POIs is engineered and ordered.

Working closely with CUSTOMER and stakeholder groups, the project team designs customized provisioning plans (including incoming trunk route plans, bridge lists, and dialing plans). Additionally, the documentation developers customize the user and process documents, if needed, to meet the needs of CUSTOMER.

#### Solution Deployment

During the Solution Deployment phase, all network components and equipment connectivity is validated and acceptance tests are performed, metrics tracking, reporting is initiated, and training is provided. After complete non-live call testing, the system begins supporting live 9-1-1 traffic.



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In preparation for deployment and in partnership with CenturyLink and the CUSTOMER, the West Project Manager finalizes the cutover plan, including procedures for notification concerning schedule specifics. Prior to the commencement of cutover, the project team members will hold a cutover meeting with CUSTOMER and the telephone service providers. The purpose of this meeting is to discuss the progress of activities and the cutover readiness.

PSAP training is provided in accordance with the detailed training rollout plans. The system will then undergo a system acceptance test and quality walkthrough. Once complete, and in agreement with CUSTOMER, a live-traffic cutover will then commence. Once live traffic has moved to Service, the maintenance period begins.

### Solution Maintenance

The Solution Maintenance phase begins once live traffic is transferred onto any part of Service. During this phase, CenturyLink and West provide ongoing tiered support services to monitor service level performance, manage help desk requests, escalate support procedures, and support CUSTOMER to reach the highest level of operational excellence. The solution support team is in place to receive, analyze, and rectify problems and address information requests.

### CenturyLink & West Project Support

CenturyLink and West designate project managers to act as project leads and the primary interfaces with CUSTOMER's appointed contact for project collaboration. Project collaboration includes:

- Coordination of project kickoff meeting with CUSTOMER
- Coordination with CUSTOMER for implementation planning and design and requirements definition
- Identification and communication of key milestone dates and events for the implementation timeline
- Program tracking of the master project plan and task management of the project implementation
- Coordinate and manage all necessary CenturyLink and West resources to complete Service deployment activities
- Work with each CUSTOMER PSAP to develop a detailed project plan that includes milestones for each project phase. This plan is refined over the course of the project as mutually agreed by both parties.
- Appoint a CUSTOMER Program Manager

Following the deployment phase completion, the CUSTOMER Program Manager will serve as CUSTOMER's primary point of contact for issues resolution, escalations, enhancement requests, and planning. They will provide CUSTOMER with an emergency support 24x7x365 contact number, a routine support contact list, and an escalation contact list. It is the responsibility of each party to update and publish these lists on a regular basis.

### CUSTOMER Project Support

CUSTOMER designates a 9-1-1 operations contact to act as CUSTOMER's project lead for the duration of the project. CUSTOMER's project lead works with the CenturyLink and West project leads to:

- Assist with the coordination of the project kickoff meeting with CenturyLink, West and CUSTOMER technical resources
- Coordinate CUSTOMER's technical resources for implementation planning, design and requirements definition
- Reporting and verify problems related to the project
- Facilitate ongoing communications with CenturyLink and West
- Assign appropriate Information Technology ("IT") Personnel and experienced call takers at each PSAP who understand the overall impact of the transition of the 9-1-1 systems and can assist in the overall impact planning for transition activities such as testing and migration. This activity may include West and CUSTOMER's appropriate technical and operational groups to assure a solid understanding of the network architecture, data exchange procedures, PSAP needs, standard operational procedures, and services as designed for CUSTOMER.

### OSP Communications and Trunk Migration Plan

West works with CenturyLink and the CUSTOMER to develop a joint communication to each PSAP, government organization, and appropriate OSPs outlining the scope of Service to be implemented, a high-level implementation schedule, and key contact information for each entity. West distributes the communication on behalf of CUSTOMER. West takes responsibility for:

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- Facilitating the establishment of OSP communication guidelines with CenturyLink
- Adhering to these guidelines for the project implementation and Service duration
- Working with CenturyLink to determine and agree on the strategy for all OSP trunk migrations
- Establishing expectations with each OSP
- Managing communication to the OSP for items related to Service on behalf of CenturyLink
- Escalating to CenturyLink, as appropriate, regarding OSP initiatives; requesting CenturyLink intervention when necessary

### TSP Trunk Migration

CenturyLink and West work with the ILEC to place the PSAP in-service via the ILEC's legacy selective router and ILEC EOs wholly contained within the PSAP's boundaries for all traffic and in parallel works with each OSP to plan for and execute the migration of its 9-1-1 call traffic to Service. Once the PSAP has been placed in-service on Service via aggregated traffic from the ILEC, each OSP will be requested to establish connectivity from each OSP EOs and MSCs serving CUSTOMER's PSAPs to at least two Service POIs. Each OSP will be responsible for the cost of ordering and maintaining required circuits to connect to the POIs such that each EO has routes to at least two POIs for diversity and redundancy. Single POI connectivity from any EO is not warranted under this contract. Each OSP may connect to Service using any of the following ESInet standard interfaces:

9-1-1 Call Signaling Type
SS7 Wireline/NCAS (ten digits)
West VoIP 9-1-1
SIP NNI for TDM Replacement

An OSP may request connection to Service using one of following non-standard ESInet interfaces. Each request will be reviewed on a case by case basis. Additional charges to the OSP may be applicable if the request can be supported.

9-1-1 Call Signaling Type
PRI/NI-2 (wireline, NCAS)
Analog CAMA I+7 (I always = 0)
DS1 CAMA I+7 (I always = 0)
DS1 CAMA 7 (No I digit)

If an OSP requires an interface not included in the tables above, West will use commercially reasonable efforts to include these additional interfaces upon request. Additional charges may apply.

CenturyLink and West are not responsible for any OSP charges including ILEC charges for 9-1-1 trunks from OSP EOs to Service. CUSTOMER will be responsible for any OSP charges related to OSP presenting the 9-1-1 call (voice and ANI) data to Service. CUSTOMER will also be responsible for any charges from other 9-1-1 service providers related to 9-1-1 call transfer to PSAPs on foreign selective routers, or any other services outside the scope of this Service Guide. If CUSTOMER is currently obligated to pay for OSP TN data (SOI files) and/or EO trunks, this agreement does not eliminate that obligation.

### Development of Transition Plan from IPSR to i3 Service

CenturyLink and West will work with CUSTOMER to develop a transition plan for CUSTOMER to migrate from IPSR service to i3 Service as required. The transition plan will outline the following key objectives and deliverables, and will be mutually agreed on prior to implementation:

- Collaborate on implementation schedule with i3 routing functions supported
- Analyze CUSTOMER-provided GIS data to support GIS-based call routing
- Confirm CUSTOMER's i3 enabled CPE has successfully passed interoperability testing with i3 Service

### Split Rate Center Scenarios

Wireline EOs where CUSTOMER PSAPs receive CenturyLink and West's Service and some end users are served by another entity's 9-1-1 routing service are considered to be "split EOs" or "split wire centers". The following considerations must be finalized prior to implementation of Service.

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- OSP or ILEC may be requested to "sort" the 9-1-1 call traffic at the split wire center (EO) within a rate center, and directly route all 9-1-1 traffic that is destined for CUSTOMER from the split wire center to the West Service network where the OSP or ILEC have the predominate number of subscribers in the rate center for selective routing. Such capability is possible where TSPs or ILEC integrate the MSAG into the front-end service provisioning process and set appropriate attributes on each line at the EO to effectuate routing over the proper trunk group to the proper 9-1-1 routing service.
- Where CenturyLink has the predominate number of subscribers in a given rate center, CenturyLink may act as the aggregator of the traffic and deliver the traffic back to the ILEC.
- CenturyLink and West will work cooperatively with the OSP and the ILEC to establish call routing and call handoff arrangements.
- CenturyLink and West will work with OSPs and ILECs to resolve wire center overlap issues.

Service implementation depends on TSP and ILEC cooperation to resolve.

### Responsibility Matrix

The following matrix outlines the typical responsibilities of each party (CenturyLink, West, and CUSTOMER) for the implementation and ongoing provision of Service. Where all parties have been listed, additional detail on the responsibilities of each party is included in the sections below. Failure of a party to satisfactorily complete a required task could materially impair CenturyLink and West's ability to provide Service.

Task	Responsibility
<b>Project Implementation</b>	
Project Management	West/CenturyLink
OSP Communications	West/CenturyLink
OSP Integration Architecture	West
West Methods and Procedures	West
A9-1-1 Service System Architecture	West
PSAP Facilities	CUSTOMER
PSAP Facility Site Preparation (floor space, power, etc.)	CUSTOMER
CUSTOMER	CUSTOMER
PSAP Configuration/Lists-Routing, Transfer, etc.	CenturyLink/West
Non-West PSAP Equipment	CUSTOMER
Training on Service	West
End to End Testing of Service Prior to Production	West/CenturyLink/CPE Vendor
Data Load into SRDB	West/OSP
Develop Plan and Execute Migration Testing	West/CenturyLink
Production Turn-up of Service	West/CenturyLink
<b>Ongoing Responsibilities</b>	
Service Application System Upgrades and Maintenance	West
Service Log storage and Backups	West
Service Metrics	West
Problem Reporting, Triage and Resolution	West/CenturyLink
Service Network and System Monitoring	West

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### User Accounts for Web-based Service Administration Tools

West will assign each Customer user that requires access to any of the web-based Service Administration Tools a unique user ID, password, and a Secure ID token ("User Account"). Examples of Service Administration Tools include CMP and Performance Reporting Metrics.

User Accounts may not be shared. West will work with CUSTOMER to determine and configure the appropriate data access profile for each user account. Additional User Accounts or replacement of a misplaced security device is subject to additional Security Device fees. CUSTOMER may determine the distribution of these user accounts between CUSTOMER's administrative staff and CUSTOMER's PSAPs.

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### Exhibit 4 to Attachment A

#### AUTOMATIC LOCATION IDENTIFICATION DATABASE SERVICE GUIDE

##### 1.1. Service Summary

West's Location Data Management Service (the "Service"), provided by CenturyLink, provides hosted location and CUSTOMER information database systems and services, including Master Street Guide (MSAG) validation, service order input ("SOI") processing and validation, and metrics reporting. This Service Guide provides CUSTOMER with the following information:

- Responsibility Matrix
- Project implementation tasks to move to the Service
- Detail on the Service, including a services description and response times
- Operational coordination between CenturyLink, West, and CUSTOMER

##### 1.2. Responsibility Matrix

The following matrix outlines the typical responsibilities of each party for the Service. Where all parties have been listed, the party with primary responsibility is listed first. Additional detail on the responsibilities of each party is included in the Sections below. Failure of a party to satisfactorily complete a required task could materially impair West's ability to provide the Service.

Task	Responsibility
<b>Project Implementation</b>	
Project Management	West/CenturyLink
Telecommunications Service Provider (TSP) Coordination	West/CenturyLink
Develop West methods and procedures <ul style="list-style-type: none"> <li>• West's operations</li> <li>• West's interface with TSPs, county/municipal coordinators, and each CUSTOMER PSAP</li> </ul>	West
Process Documentation	West/CenturyLink
Location Data Management Service system architecture	West
PSAP facilities	CenturyLink & CUSTOMER
Wire Center Overlap Resolution Data Integrity	West/TSP
MSAG Extracts	CenturyLink & CUSTOMER
TN Record Extracts	West/TSPs
MSAG Analysis	West
TN Record Analysis	West
MSAG Data – Issue Resolution	West/CUSTOMER
TN Record Data – Issue Resolution	West/CUSTOMER/TSP
Selective Router Database ("SRDB") Updates	West



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Task	Responsibility
<b>Non-West PSAP Equipment</b> <ul style="list-style-type: none"> <li>This may be legacy equipment or new equipment purchased under another CUSTOMER agreement.</li> <li>Non-West PSAP Equipment includes the Computer Aided Dispatch ("CAD") system and the radio system if applicable</li> </ul>	CUSTOMER
End to End Testing	West/CenturyLink
Final Data Load – MSAG, TN Record	West/TSP/CenturyLink
Training on Location Data Management Systems and Service (PSAPs, TSPs, Third Party Providers)	West/CenturyLink
Develop plan and execute Migration Testing	West/CenturyLink
Production Turn-up	West/CenturyLink
<b>Ongoing Responsibilities</b>	
TSP Coordination	West
TSP Escalation Point	CenturyLink
Maintain West methods and procedures <ul style="list-style-type: none"> <li>West operations</li> <li>West interface with TSPs, county/municipal coordinators and each CUSTOMER PSAP</li> </ul>	West
<b>Data Integrity</b>	
MSAG Build/Maintenance	West/CenturyLink
Service Order Processing	West
Error Correction and Referral	West/CenturyLink/TSP
TN Data Extracts and Distribution	West
MSAG Data Extracts and Distribution	West
Basic LNP Processing	West
Database Reconciliations	West
SRDB Updates	West
ESN/ELT Build/Maintenance	West/CenturyLink
ALI Discrepancy Reporting/Resolution	West/CUSTOMER/TSP
Metrics Reporting	West
Trend Analysis/Data Investigation	West/CenturyLink
System Monitoring	West
System Maintenance	West
System Upgrades	West
Log storage and backups	West
Problem Reporting	West/CenturyLink
Problem Triage and Resolution	West/CenturyLink

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Task	Responsibility
Single Point of Contact for CenturyLink & TSP Data Issues	West

**Table 1: Responsibility Matrix**

## 2. Project Implementation

### 2.1. Overview

The Service implementation begins with a planning phase, where communications with the LEC and other TSPs are initiated, connectivity between the CUSTOMER's PSAP(s) and data collection and analysis begins.

Following the initial planning phase is data collection and simulations. West will work with each CUSTOMER PSAP to migrate location data management from the legacy ALI provider to the Location Data Management Service system. West will also work with each TSP and CUSTOMER PSAP to conduct data processing simulations.

West will work with CenturyLink to schedule migration of each PSAP to the Service as data collection for each PSAP and TSP simulations are completed. The Service may be deployed in phases to allow for establishing the necessary agreements with the LEC and other TSPs.

The Service may be deployed in phases to allow for establishing the necessary agreements with the LEC and other TSPs.

### 2.2. Implementation Project Support

West designates a project manager to act as West's project lead and the primary interface with both CenturyLink and the CUSTOMER's appointed contact for implementation project collaboration, including identification and communication of key milestone dates and events for the implementation timeline. The West project lead manages overall program tracking of the master project plan and task management of the project implementation. Similarly, CenturyLink designates a 9-1-1 operations contact to act as the CenturyLink's project lead. The CenturyLink's project lead works with the West project lead in reporting and verifying problems, and facilitates ongoing communications with West.

The West and CenturyLink project leads will manage a kickoff meeting to establish communication strategies and contacts between the Parties, review the scope of the Service, and review the requirements and timelines. The project leads will facilitate additional meetings as necessary for implementation planning, design, and requirements definition. The meetings include both West and the CenturyLink's appropriate technical and operational groups to assure a solid understanding of the network architecture, data exchange procedures, PSAP needs, standard operational procedures, and Service as designed for the CUSTOMER.

For efficient project implementation, CenturyLink will assign appropriate personnel at each PSAP who understand the overall impact of the transition of the 9-1-1 services and can assist in the overall planning for transition activities such as testing and migration. The West project manager coordinates and manages the necessary West resources to complete the Location Data Management Service deployment activities. The West project manager works with each CUSTOMER PSAP to develop a detailed project plan that includes milestones for each project phase. This plan is refined over the course of the project as mutually agreed by both parties. The West and CenturyLink Project Managers will be available for regular status meetings and as necessary to ensure the project moves forward appropriately.

### 2.3. Contact Lists

West, CenturyLink, and CUSTOMER will exchange key contacts for technical, operational, and managerial personnel assigned to the Service deployment. In addition, West will provide CenturyLink with an emergency support 24x7x365 contact number, a routine support contact list, and an escalation contact list. It is the responsibility of each Party to update and publish these lists on a regular basis.

### 2.4. TSP Coordination

West works with CenturyLink to develop a joint communication to each PSAP, government organization, and appropriate TSPs outlining the scope of Service to be implemented, a high-level implementation schedule, and key contact information for each entity. West distributes the communication on behalf of CenturyLink.

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West establishes expectations with each TSP and manages communication to the TSP for items related to Location Data Management Service on behalf of CenturyLink. West will escalate to CenturyLink as appropriate regarding TSP initiatives and will request CenturyLink intervention when necessary.

### 2.5. TN and MSAG Data Migration

West works with CenturyLink and each TSP to transition E9-1-1 data for each of CUSTOMER's PSAPs, including Telephone Number ("TN") records and tabular MSAG records to West's Location Data Management systems.

For the initial migration, CenturyLink is responsible for providing the following in accordance with the detailed project plan timeline:

- A full MSAG extract for the E9-1-1 service area of each CUSTOMER PSAP
- A complete list of all ESNs and ELTs in an electronic form for the E9-1-1 service area of each CUSTOMER PSAP

West works with each TSP to obtain a copy of TN records. On receipt of both the TN record extracts and the CUSTOMER's MSAG, West performs a data analysis. The data analysis consists of a TN simulation process to determine the percentage of TN records that will initially pass MSAG and data field validations prior to the load into the West location data management system. West will compare the CUSTOMER MSAG against each TSP's TN records and return all discrepancies to the TSP, to CenturyLink, or to the county/municipal coordinator, as appropriate for investigation and resolution.

Unless agreed otherwise, West requires the percentage of TNs that successfully pass MSAG validation ("Match Rate") in the TN simulation to be 98% or greater for all TSP TN records prior to data being loaded into West's production database management for data validation. If the Match Rate is less than 98% or the agreed upon rate, West will work jointly with the CUSTOMER and each TSP to increase the quality of the MSAG and TSP data to further increase the Match Rate, provided, however, that it is ultimately CUSTOMER's and each TSP's responsibility to reach the Match Rate.

CenturyLink and West will perform up to three TN simulations at no cost to CUSTOMER.

Once the Match Rate has been achieved, the TSP TN data is deemed acceptable to load into the West data management system.

The following services are out of scope and may be addressed through a change order:

- Data Transition services including MSAG builds and TN record loads for any municipality located outside CUSTOMER's E9-1-1 Service Area
- Conversion of MSAG data that is not in electronic form, creation of a new MSAG database, or repair to an MSAG that lacks defined emergency service zones (if needed) and/or ESNs
- GIS related services

### 2.6. Wire Center Overlap Resolution

West's Location Data Management implementation depends on TSP and LEC cooperation to resolve wire center overlap issues.

Wireline end offices for which 9-1-1 calls for some TNs need to route to a PSAP utilizing one location data management (ALI) service and 9-1-1 calls from other TNs need to route to a PSAP using a different location data management (ALI) service are considered to be "split end offices" or "split wire centers".

For these split end offices, the TSP will be requested to "sort" the TNs within the split wire center, and submit/maintain data for TNs that should route to CUSTOMER PSAPs to the West Location Data Management system.

Where the TSP cannot segregate the TN data at end office level, the TSP and West will work cooperatively with the TSP and the LEC to establish data provisioning and processing arrangements.

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### 3. Post Implementation Services

The Service includes hosted systems and data management services to deliver E9-1-1 location information to CUSTOMER's PSAPs.

Location Data Management Service include receiving and processing periodic tabular MSAG updates from CUSTOMER, receiving SOI records from TSPs, systematically validating such records against the tabular MSAG, correcting TN records that are not MSAG valid, and posting validated TN record updates to the ALI system and SRDB. TN error records are created for TN updates submitted that fail validations.

West's redundant ALI systems deliver E9-1-1 location information data in a conventional ALI format to the CUSTOMER's call handling system, for subsequent display on each PSAP CPE workstation.

West appoints an E9-1-1 data integrity manager to work with CUSTOMER and TSPs in reporting/verifying problems, reviewing/rectifying error reports, and managing system administration duties.

#### 3.1. Service Order Exchange

West works with each TSP in CUSTOMER's E9-1-1 Service Area to determine the most appropriate connectivity for electronic service order data exchange. Depending on the TN Record volume, a dedicated circuit or secure Internet connectivity may be selected for data exchange.

West will provide the CUSTOMER and each TSP with data exchange guidelines (detailing input and output files with required data elements and error codes). West may periodically update the data exchange guidelines, as appropriate.

#### 3.2. West Portal

West will provide and maintain a hosted web-based interface to West's suite of web-based tools and applications, otherwise known as the West Portal ("IUP"). IUP will provide the CUSTOMER, its PSAPs, and TSPs secure access to applicable West support tools and documentation. The following web-based applications and information are available through IUP following user authentication through the West identity management system:

- 9-1-1 NET® – web-based data management interface
- Metrics Reporting Tool – for access to metrics reports
- Document Library – for downloading training materials, user's guides, and other documentation
- File Transfer Tool – for upload/download of files such as extracts or SOI and errors/statistics files

#### 3.3. 9-1-1 NET

West's web-based data management system, 9-1-1 NET, allows each CUSTOMER PSAP, TSPs, and West data analyst to perform a number of functions.

The 9-1-1 NET system provides PSAPs with online access to production 9-1-1 data, change requests/discrepancy reports, historic tracking and reporting capabilities. The system automatically returns a transaction number verifying the acceptance of the change request, which can be used later to search for the record.

With 9-1-1 NET, CUSTOMER PSAPs can access 9-1-1 data records in their E9-1-1 Service area, including MSAG records, TN and TN error records, past ALI responses, and ESN/ELT records, and request and track corrections to these records through change requests ("CRs") and discrepancy reports ("DRs"). Through 9-1-1 NET, CUSTOMER PSAPs are able to query for and export up to 10,000 records, and they can also obtain status information and metrics data.

With 9-1-1 NET, TSPs can access their TN records, TN error records, and TN change requests; process change requests (CRs/DRs) referred to them and view MSAG records.

#### 3.4. User Account Configurations

West will work with CUSTOMER to configure user access to appropriate applications for each user or user type. Additionally, West will ensure each user account is configured with the appropriate data access profile.

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West will provide CUSTOMER with up to three unique user accounts per CUSTOMER PSAP for access to West web applications through the IUP. West will assign each IUP user a unique user ID, password, and a secure ID token. User accounts may not be shared by multiple people. West will work with CUSTOMER to determine and configure the appropriate data access profile for each user account. Additional user accounts or replacement of a misplaced secure ID tokens are subject to additional fees.

West will separately provide and configure IUP user accounts for each TSP.

West will provide CUSTOMER user documentation including a user's guide for each West web application through the IUP.

### 3.5. Data Management Services

West has primary responsibility for data management tasks listed in Table 1. Tasks for which CenturyLink, CUSTOMER's PSAPs, the county/municipal coordinators in CUSTOMER's E9-1-1 Service Area, or the TSP have partial responsibility for are also identified. West will work with CUSTOMER to mutually agree on process flows for data management services between West, CUSTOMER's PSAPs, and the county/municipal coordinators. Any changes to the designated responsible Party will be mutually agreed on.

West will create and maintain process documentation for all data management services.

#### 3.5.1. Address Corrections

CUSTOMER may submit TN record address corrections to West. West will work with the identified TSP for correction/resolution of the subscriber's address.

#### 3.5.2. MSAG Maintenance

Each CUSTOMER PSAP and municipal/county coordinator in each CUSTOMER PSAP's E9-1-1 Service Area will submit all MSAG change requests and updates through 9-1-1 NET. CUSTOMER may also submit TN change requests through 9-1-1 NET. Each CUSTOMER PSAP will provide West with all additions and changes to ESNs and ELTs.

On receipt of CUSTOMER's MSAG Change Requests through 9-1-1 NET, West will provide daily MSAG maintenance support, inclusive of inserts, changes, and deletes on current MSAGs and ESN/ELTs.

Special Projects such as readdressing, annexations, MSAG scrubs, and county-wide MSAG changes are considered 'MSAG Special Projects' and may require more than one business day. MSAG Special Projects that require more than 1,000 MSAG record changes are out of scope and may incur additional fees.

#### 3.5.3. Error Correction Maintenance

West will return all MSAG-related TN errors directly to the appropriate TSP for correction. Each TSP will be responsible for resubmitting an electronic SOI record to West for final error correction when the record content must be changed to correct the error.

#### 3.5.4. ESN/ELT Table Maintenance

West will manage ESNs in the West Data Management and ALI systems and the associated ELTs as provided by each CUSTOMER PSAP. This task consists of maintaining assigned ESNs and ELTs in system tables. West will provide CUSTOMER with ESN/ELT information on request.

#### 3.5.5. Wire Center Boundary Conflicts

West will research wire center boundary conflicts that affect 9-1-1 call delivery. West will work with the LEC in resolving these conflicts. Geographic porting (porting outside of current rate center) is not included in wire center overlay issues.

#### 3.5.6. Database Maintenance/Activities

West will correct or refer all errors, MSAG updates, and ALI discrepancies within one Business Day of receipt.



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### 3.5.7. MSAG Distribution

West and CUSTOMER will mutually agree upon an MSAG distribution schedule not to occur more frequently than monthly. In accordance with the agreed schedule, West will distribute an electronic copy of CUSTOMER E9-1-1 Service Area MSAG to agencies and personnel authorized by CUSTOMER. With CUSTOMER approval, West will distribute electronic daily MSAG updates (deltas) to the TSPs.

### 3.5.8. No Record Found/Misroute Investigation/Discrepant Address

West will research and work with each TSP to resolve all NRF and ALI discrepancy reports once they have been submitted through 9-1-1 NET. West will investigate misroutes and refer the misroute to the applicable TSP if appropriate.

### 3.5.9. Database Reconciliation

For each TSP serving CUSTOMER's PSAPs, West will offer one database extract to each TSP on an annual basis for the TSP to perform its own database reconciliation. West does offer database reconciliation services to its CUSTOMERs for an additional fee.

### 3.5.10. NPA Splits/Overlays

NPA splits or overlays are the responsibility of the TSP. West will update databases and tables with revised NPA information provided by TSP. The TSP should provide at least three months advance written notice to West to coordinate the necessary changes. Requests of less than three months are out of scope and will require a change order.

### 3.5.11. Local Number Portability ("LNP") Services

West will provide LNP services in CUSTOMER's E9-1-1 Service Area in alignment with the NENA recommendations for LNP. It is each TSP's responsibility to fix its LNP errors. West provides LNP reports daily to the TSPs.

#### 3.5.11.1. Company ID

West will validate service order activity for proper Company ID. West will provide the Company ID in the ALI data stream.

#### 3.5.11.2. Function Codes

West will accept M ("Migrate") and U ("Unlock") function codes on service order activity.

#### 3.5.11.3. Database Fields

West will provide fields in the TN database records to indicate whether the record is in a Locked or Unlocked status. LNP-related errors are also assigned error codes.

#### 3.5.11.4. LNP Reports

West will provide each TSP with the following LNP reports on a daily basis:

- Unlock exception report ("Stranded Unlocks")
- Migrate expired report
- Migrate received not unlocked report
- Migrate pending report
- Successfully migrated report

### 3.5.12. SRDB Updates

West will provide an SRDB update for all records that have successfully passed data validation by West's data management system. SRDB updates will be posted to the 9-1-1 Routing system within one business day following successful data validation.

### 3.5.13. Wireless, VoIP, and Telematics Support

West's database management systems support both VoIP and Wireless Phase I and Phase II E9-1-1 call processing. West validates pANI shell records submitted by TSPs or their third party providers against the West-

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maintained MSAG records, and uploads the pANI shell records into the ALI database systems. NENA Company ID is required on all pANI shell records.

West will build and maintain the ALI Steering Table on the ALI systems. The ALI Steering Table is used by the ALI system to determine which MPC/GMLC/VPC to query for E9-1-1 location information. All wireless, VoIP, and Telematics E9-1-1 location updates to the ALI system are via the E2 Interface (ANSI/J-STD-036-C-1).

West will establish agreements with each Wireless, VoIP, and Telematics TSP (or their third party database providers) for access to West's relevant systems. Wireless, VoIP and Telematics TSPs (or their third party database providers) are responsible for establishing and maintaining connectivity to these systems and bear all connectivity and support costs.

West will help support E9-1-1 troubleshooting in production as well as pre-production live ALI testing from the host ALI perspective. The support West provides includes (i) pulling log files, (ii) monitoring ALI bids from the PSAP, (iii) monitoring data traffic between ALI and a wireless or VoIP provider's MPC/GMLC/VPC, and (iv) verifying that the ALI Steering Tables are configured correctly.

### 3.6. Wireline ALI Steering

On execution of the necessary agreement, West will establish communications for ALI to ALI steering with neighboring ALI Systems. ALI to ALI steering will be performed for wireline 9-1-1 calls only.

At CUSTOMER's direction, West can support any of the following types of wireline ALI steering:

- Trunk steering, where the bid to an ALI system contains a unique trunk number to identify when a query should be steered to another ALI system.
- No Record Found ("NRF") steering, where an ALI steering query is sent to another specified ALI system when there is an NRF in the ALI database.

CUSTOMER acknowledges that coordination will be required between CUSTOMER and each TSP in the assignment and on-going management of English Language Translations ("ELTs") by ESN/ESSIDs. Without this coordination, the ELTs returned in the ALI response may not be correct.

West will perform initial system configuration on each West ALI system to set-up steering for Wireline TNs to/from each foreign ALI system. West will perform an initial ALI steering table set-up and load, and be responsible for its ongoing maintenance.

West will provide connectivity between each foreign ALI system and each West ALI serving CUSTOMER, where possible. Existing connectivity from foreign ALI to the West ALI serving CUSTOMER will be utilized, where possible. West will work with CUSTOMER to complete pre-production testing of ALI steering with each foreign 9-1-1 Service Provider.

West will provide production technical support and troubleshooting to CUSTOMER's PSAPs and to CUSTOMER for ALI steering related issues.

### 4. Metrics Report Tool

West will provide a web-based tool for metrics reporting, accessed following login and authentication via the West portal. The West metrics reporting tool provides a number of breakout reports which can be queried based on a daily, weekly, or monthly basis following login and authentication through the West portal.

West currently posts data updates to daily data sets by 9:00 AM Mountain Time (MT), and updates to monthly data sets by the sixth business day of each month immediately following the reporting month. Customer will be able to access one year of metrics data through the metrics reporting tool. Customer metrics report requests older than one year are out of scope and subject to change order.

West will provide support services for the metrics reporting tool during West Normal Business Hours, defined as Monday through Friday 8:00 AM to 5:00 PM Mountain Time, excluding West holidays.

#### 4.1. Location Data Management Metrics

West will provide Customer with the following metrics reports on a monthly basis:

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- Primary Metrics Summary Reports
  - Service Order Processing
  - Daily Error By Number of Records Processed
  - Unresolved Errors at End of Month
  - ALI System Availability
  - ALI Records Found
- Monthly TN Census Report
- Monthly ALI Retrieval Report
- Monthly ANI Failure Report
- System Performance Reports
- NRF Reports
- SOI Reports
- TSS Error Reports

### 5. Training

West will provide training for the Service to CUSTOMER PSAP personnel, county/municipal coordinators in the CUSTOMER E9-1-1 Service area, and each TSP.

The CUSTOMER is responsible for identifying the training attendees from each CUSTOMER PSAP, ensuring they attend the West provided training, and any expenses incurred by CUSTOMER's training attendees.

West will provide training materials and user documentation for all training sessions. CUSTOMER may reproduce and internally distribute copies of West provided training materials as necessary to CUSTOMER and CUSTOMER PSAP personnel only.

CUSTOMER and West will agree on a training schedule. West requires notice of rescheduling at least ten Business Days in advance or an additional fee may apply. West may combine multiple topics and/or target attendees from multiple CUSTOMER groups for maximum efficiency.

Training will be "train-the-trainer" format, which will enable CUSTOMER PSAPs to train new employees. The CUSTOMER is responsible for training additional personnel at CUSTOMER's PSAPs, as necessary, or contracting with West to provide additional training. Additional training is out of scope and will require a change order.

#### 5.1. PSAP Administrators

West will provide one training session for CUSTOMER PSAP administrators. This training is expected to last up to two days and will be conducted as mutually agreed between West and CUSTOMER (e.g. webinar, onsite at central PSAP location, at West facilities). CUSTOMER may determine the number and type of employees attending the West training. This training will focus on:

- Location Data Management flow and processes
- IUP and IUP Tools
- 9-1-1 NET
- Metrics Reporting Tool

#### 5.2. TSP Information Sessions and Training for County/Municipal Coordinators

West provides up to two information sessions of up to four hours for TSPs who serve the CUSTOMER E9-1-1 Service Area via telephone conference call. Topics will include data exchange procedures, data processing procedures, 9-1-1 NET/9-1-1 NET, reporting problems to West and escalation procedures, and other mutually agreed upon topics. The information session(s) should be completed prior to the first TSP migration to West Service and must include participation by the designated West and CenturyLink Project Leads.

West will separately provide training on 9-1-1 NET/9-1-1 NET to county/municipal coordinators. Training will be via telephone conference call and will last approximately two hours.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**

This CenturyLink Loyal Advantage Agreement ("Agreement") is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and Rowan County 911 ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **April 3<sup>rd</sup>, 2017** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

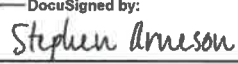
**ROWAN COUNTY 911****CENTURYLINK COMMUNICATIONS, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

DocuSigned by:  
  
\_\_\_\_\_  
Authorized Signature  
Stephen Arneson

\_\_\_\_\_  
Name Typed or Printed  
Manager – Offer Management

\_\_\_\_\_  
Title  
3/7/2017

\_\_\_\_\_  
Date

Customer's address for notices:  
Customer's facsimile number (if applicable):  
Person designated for notices:

**THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT.**

  
\_\_\_\_\_  
**FINANCE DIRECTOR**

**1. Services.** Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") attached to the Agreement. The parties agree that any notation to the "CenturyLink Total Advantage Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below.

- **DOMESTIC CENTURYLINK IQ NETWORKING SERVICE EXHIBIT**
- **LOCAL ACCESS SERVICE EXHIBIT**

**2. Term.** Customer selects the following "Initial Term" of the Agreement: three year "Initial Term", code 600053 The Initial Term begins on the Effective Date. At the end of the Initial Term, the Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with the Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

**3. Rates.** Unless specified otherwise in a Service Exhibit, Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Initial Term. CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days' prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

**4. Payment.** CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 30 days after the invoice date. Any amount not paid when due is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at [controlcenter.centurylink.com](http://controlcenter.centurylink.com). If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

**5. Confidentiality.** Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable

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efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

**6. CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

**7. Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

**8. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

**9. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

**9.1 Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

**9.2 Claims Related to Services.** For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not exist for the affected Service.

**9.3 Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages.

**9.4 Other Direct Damages.** For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligations under the Agreement.

**10. Responsibilities.** To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

## **11. Termination.**

**11.1 Service.** Either party may terminate an individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges.

**11.2 Agreement.** Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term or (b) for Cause. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, then Customer will pay the higher of: (c) the Early Termination Charge or (d) the total Cancellation Charges that apply for terminating all CenturyLink Services at the time the Agreement is terminated.

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**11.3 Unpaid Charges.** Customer will remain liable for charges accrued but unpaid as of the termination date.

**12. Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

**13. Miscellaneous.**

**13.1 General.** The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, the Responsibilities Section, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

**13.2 Conflicts Provision.** If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, and any Order Form. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, RSS, ISS, and Order Form.

**13.3 Independent Contractor.** CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

**13.4 ARRA.** Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

**13.5 HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**13.6 Installation, Maintenance and Repair**

(a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.

(b) Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.

(c) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

**13.7 Governing Law; Dispute Resolution.**

(a) **Billing Disputes.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

(b) **Governing Law; Forum.** The Agreement will be governed by the laws of the State in which the Customer's principal office is



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located without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado.

**(c) Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

**(d) Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

**13.8 No Resale; Security.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

**13.9 Transport Services.** The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

**13.10 Assignment.** Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

**13.11 Amendments; Changes.** The Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

**13.12 Websites.** References to websites in the Agreement include any successor websites designated by CenturyLink.

**13.13 Required Notices.** Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**13.14 Service Termination Notices.** Customer's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to: CenturyLink, Attn.: GBM Disconnects, 112 Sixth St., Bristol, TN 37620, Fax: 866.887.6633, e-mail: [GBMdisconnects@CenturyLink.com](mailto:GBMdisconnects@CenturyLink.com). Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

**13.15 Entire Agreement.** The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

#### **14. Definitions.**

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>.

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material

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breach, within 30 days after written notice.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the CenturyLink network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf).

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"RSS" means as applicable CenturyLink's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS.

"SLA" means the service level agreement applicable to a Service as described in a Service Exhibit.

"State" means one of the 50 states of the United States or the District of Columbia.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

"Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

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CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the CenturyLink® Total Advantage® or CenturyLink® Loyal Advantage® Agreement between Customer and CenturyLink QCC. Port types that require Rental CPE are also subject to the Rental CPE Service Exhibit. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

**1. General.** Domestic CenturyLink IQ® Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes between CenturyLink QCC and Customer.

**2. Service.**

**2.1 Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.

**2.2 Ports.** CenturyLink offers Service in the following port ("Port") types:

**(a) Internet Port.** Internet Ports provide public Internet connectivity.

**(b) Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

**(c) CenturyLink IQ®+ Port.** A CenturyLink IQ+ Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service Exhibit and CenturyLink Rental CPE Service Exhibit (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using ProMET® Remote Standard Service or 24x7 on-site maintenance using ProMET® On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Customer is responsible for any trouble shooting and repair of equipment on Customer's side of the router. Domestically, a CenturyLink IQ+ Port is only available in a CenturyLink determined data center.

**(d) CenturyLink IQ®+ Cloud Port.** A CenturyLink IQ+ Cloud Port is a bundled solution that provides: (i) private connectivity between Customer's Private Port sites and Customer resources in CenturyLink determined data centers and/or cloud service provider environments, (ii) Local Access (Data Center Access) and (iii) End-to-End Performance Reporting. Customer can use all Private Port features defined in the Private Port section above. Access within data centers and cloud service provider environments may include shared or virtualized services where available. Customer understands that cloud-related services are contracted separately.

**2.3 Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature available for all Ports except for a CenturyLink IQ+ Cloud Port. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.

**(a) Monitor and Notification.** Monitor and Notification can be included with CenturyLink IQ+ Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

**(b) Select Management.** Select Management can be included with any eligible domestic Port. CenturyLink will monitor Customer devices 24x7x365 for up/down status as well as provide 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

**(c) Comprehensive Management.** Comprehensive Management can be included on any eligible Port. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport

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faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

**(d) CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

**(e) Customer Responsibilities.**

**(i)** Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

**(ii)** For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

**(iii)** Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

**(iv)** Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

**(v)** Customer may not reverse engineer, decompile, disassemble or apply any other process or procedure to alter any CPE, software, or other component of this Service for any purpose.

**2.4 End-to-End Performance Reporting.** End-to-End Performance Reporting is a feature included with all Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

**2.5 Multicast.** Multicast is an optional feature for Private Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

**2.6 VPLS.** Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. VPLS is not available for CenturyLink IQ + Ports or CenturyLink IQ + Cloud Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

**2.7 VPN Extensions.** A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE

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at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

**(a) Exclusions.** CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

**2.9 Backbone Prioritization/Priority Queuing.** Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports, CenturyLink IQ+ Ports, and CenturyLink IQ+ Cloud Ports. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from such Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

**3. Ordering.** For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

**4. Charges.** Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates. If a CenturyLink IQ+ Port uses Data Center Access as the access type, that Port will be understood to be a CenturyLink IQ+ Cloud Port.

**4.1 Pricing Methodologies.**

**(a) Flat Rate.** The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

**(b) Tiered.** The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

**(c) Precise Burstable.** Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

**(d) Data Transfer.** Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound

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utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Port (and associated features/Services, if applicable) begins on the Start of Service Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote or the pricing attachment or (b), if a service term is not shown in a quote or pricing attachment, three years. If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Start of Service Date. Upon expiration of a Service Term, individual domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to:

(a) Domestic Internet Ports or Private Ports: (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

(b) CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports: (i) 100% of the CenturyLink IQ+ Port or CenturyLink IQ+ Cloud Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

**5.3 Waiver of Cancellation Charges.**

(a) **Upgrades.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or CenturyLink IQ+ Port) within the same pricing methodology. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer can upgrade a CenturyLink IQ+ Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ+ Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

(b) **Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to a new Data Bundle solution (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

**6. Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

**7. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.

**8. AUP.** All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.



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DOMESTIC CENTURYLINK IQ NETWORKING SERVICE EXHIBIT**

**9. SLA.** Ports other than CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ+ Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA. References to CenturyLink IQ+ Ports in the CenturyLink IQ+ SLA will also refer to CenturyLink IQ+ Cloud Ports.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
DOMESTIC CENTURYLINK IQ NETWORKING SERVICE EXHIBIT**

**PRICING ATTACHMENT**

**1. Pricing**

**1.1 Network Management Service MRCs.**

**(a) NMS for devices associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description NMS for devices associated with a CenturyLink IQ Networking Port.	Promo Code	MRC	NRC
Select Management	IQ MANAGED	\$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A
Monitor and Notification (for non-CenturyLink IQ + Ports)	N/A	\$35.00 per device	N/A

**(b) NMS for devices not associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).	MRC	NRC
Select Management	\$60.00 per device	N/A
Comprehensive Management	\$100.00 per device	N/A
Monitor and Notification	\$35.00 per device	N/A

**1.2 CenturyLink IQ Networking Features.**

**(a) VPN Extensions.**

Description	MRC	NRC
VPN Extensions	\$25.00 per IPsec tunnel	\$50.00 per IPsec tunnel

**(b) Backbone Prioritization.** Backbone prioritization charges are in addition to the applicable Private Port MRCs.

Description	Increased MRC
Backbone Prioritization	CenturyLink will apply a 20% uplift charge to the MRC of each Private Port configured with Backbone Prioritization.

**1.3 Port Pricing Tables.** Some Port types or Port speeds may not be available in all areas or with certain types of access. CenturyLink IQ+ Port pricing may be located in a valid signed CenturyLink issued quote, if available. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement or, if a quote applies, sign a new quote that includes the Service Address, type, and details of the new CenturyLink IQ+ Port.

Tiered Fast Ethernet 100 Mbps Private Port	Net Rate MRC	Install NRC
10 Mbps	\$190.00	\$1,500.00

**1.4 NRC Discounts.**

**(a) NRC Waiver.** So long as Customer is not in default of any obligations under the Agreement, CenturyLink will waive the Install NRCs for Internet and Private Ports. The Ports must remain installed for at least 12 months.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
DOMESTIC CENTURYLINK IQ NETWORKING SERVICE EXHIBIT**

**ATTACHMENT 1**

**COMPREHENSIVE MANAGEMENT**

**LIMITED LETTER OF AGENCY**

**between**

**Rowan County 911 ("Customer")**

**and**

**CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")**

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

\_\_\_\_\_  
Customer Company Name

\_\_\_\_\_  
Authorized Signature of Customer

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
LOCAL ACCESS SERVICE EXHIBIT**

**1. General.** CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

**2. Service Description and Availability.**

**2.1 Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

**2.2 Types of Service Technologies.** CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

**(a) Special Access.** "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

**(b) Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic). "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ® Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

**(c) Wavelength Local Access.** "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

**(d) DSL Local Access.** "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

**2.2.1 Use of IP Connection.** In some locations, CenturyLink will enable the Local Access component of your service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

**2.3 Types of Service.** CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

**2.3.1 CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

**(a) On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.centurylink.com/legal/>, which is subject to change.

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**(b) Leased Access.** Leased Access is generally available as Special Access, ELA, Wavelength Local Access and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a Preferred Provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

**2.3.2 Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

**2.3.3 Cross-Connect Access.** "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

**2.4 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

**3. Ordering.** Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

**4. Charges.** Customer will pay the net rates set forth in the attached pricing attachment or a quote for Service issued by CenturyLink if the rates for Service at a particular Service Address are not included in the pricing attachment, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs.

**4.1 Ancillary Charges.** Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

**(a) Expedite.** A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

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**(b) Extended Wiring.** "Extended Wiring" means additional wiring required for orders where Customer's network interface equipment is not located in the same location as the Demarcation Point. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, and (iii) Ethernet Local Access (where available).

**(c) Construction.** Construction charges apply if: (i) special construction is required to extend Service to the Demarcation Point; or (ii) other activities not covered by Extended Wiring are required beyond the Demarcation Point, that cause CenturyLink to incur additional expenses for provisioning the Service (e.g., special arrangements to provide conduit or intra-building cable) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

**(d) Multiplexing.** Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

**(e) Changes.** Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

## **5. Term; Cancellation.**

**5.1 Term.** The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

**(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date.** Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

<b>Leased Access and On-Net Access Service Bandwidth†</b>	<b>Before Start of Service Date Cancellation Fee</b>
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

**†Includes all types of Service Technology unless otherwise noted.**

**(b) All Service Types—Cancellation After the Start of Service Date.** If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

**(c) Moves.** When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

**(d) Waiver of Cancellation Charges.** CenturyLink will waive the Cancellation Charge for a cancelled Service:

- (i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.



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- (ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

**(e) Customer Provided Access—Cancellation of Connectivity after Start of Service Date.** To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

**6. Grooming.** If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

**7. Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Demarcation Point" means the CenturyLink designated interface between the CenturyLink Domestic Network or the Leased Access provider network and Customer's telecommunications equipment. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of the local access provider's outside distribution network facilities.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Preferred Provider" or "PP" means a specific local access provider requested by Customer for Leased Access.

"Service Address" means the business building where Customer receives the Service.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

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Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Exhibit.

1. Customer will pay the MRCs and Install NRCs for the Local Access Service selected. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges.

2. Customer will pay the MRCs and NRCs for Service at the particular Service Address; or NPA/NXX or CLLI if no Service Address is provided, set forth in the table below. The MRCs and NRCs set forth below also apply to existing Service ordered prior to the effective date of this Pricing Attachment for a particular Service with identical attributes (i.e., the NPA/NXX or CLLI, Service Address, type of Local Access, Service term and circuit speed). The rate change for existing Service will become effective at CenturyLink's earliest opportunity, but in no event later than the second full billing cycle following the applicable effective date of this Pricing Attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to any attribute of the particular Service (i.e., the NPA/NXX or CLLI, Service Address, type of Local Access, Service term or circuit speed) will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the particular Service at the Service Address or NPA/NXX or CLLI, as applicable. If a DS1 is bonded with one or more DS1s to create a higher speed NxDS1 at the same Service Address, the MRC for the DS1 may be multiplied by the number of bonded DS1s to determine the MRC for the NxDS1. The pricing contained in this Pricing Attachment represents pricing for the local access provider and route selected by CenturyLink. Customer requests for a Preferred Provider or route may be subject to different pricing.

NPA/NXX/CLLI	Loop Tracking ID	Address	Type of Local Access	Term  (in months)	Circuit Speed	Local Access Circuit MRC	Local Access Circuit NRC
704216	170111026363	1090 CORPORATE CENTER DR. SALISBURY, NC 28146	CLPA - ELA - Native Single-CoS-Low	36	Fast Ethernet - 10 Mbps	<del>\$320.00</del>	\$0.00
704920	170111026367	1303 S CANNON BLVD. KANNAPOLIS, NC 28083	CLPA - ELA - Native Single-CoS-Low	36	Fast Ethernet - 10 Mbps	<del>\$250.00</del>	\$0.00

3. Customer may order additional Local Access Services that are not specified above, but each additional Service ordered during the Term must include a valid CenturyLink quote form that specifies the applicable Local Access MRC and NRC per Service. No other discounts or promotions apply. Certain types of Service have separate service or agreement requirements as defined in the Local Access Service Exhibit.

4. **CenturyLink Provided Access Install NRC Discount– Current and Future.** Install NRCs specified above for CenturyLink Provided Access or on a valid quote form during the Term will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Service Term. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**

This CenturyLink Loyal Advantage Agreement ("Agreement") is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and Rowan County 911 ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **April 3<sup>rd</sup>, 2017** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

**ROWAN COUNTY 911**\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Name Typed or Printed\_\_\_\_\_  
Title\_\_\_\_\_  
Date

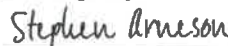
Customer's address for notices:

Customer's facsimile number (if applicable):

Person designated for notices:

**CENTURYLINK COMMUNICATIONS, LLC**

DocuSigned by:

\_\_\_\_\_  
Authorized Signature...

Stephen Arneson

\_\_\_\_\_  
Name Typed or Printed

Manager – Offer Management

\_\_\_\_\_  
Title

3/7/2017

Date **THIS INSTRUMENT HAS BEEN PREAUDITED IN THE  
MANNER REQUIRED BY THE LOCAL GOVERNMENT  
BUDGET AND FISCAL CONTROL ACT.**

**FINANCE DIRECTOR**

1. **Services.** Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") attached to the Agreement. The parties agree that any notation to the "CenturyLink Total Advantage Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below.

- **DOMESTIC CENTURYLINK IQ NETWORKING SERVICE EXHIBIT**
- **LOCAL ACCESS SERVICE EXHIBIT**

2. **Term.** Customer selects the following "Initial Term" of the Agreement: three year "Initial Term", code 600053 The Initial Term begins on the Effective Date. At the end of the Initial Term, the Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with the Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

3. **Rates.** Unless specified otherwise in a Service Exhibit, Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Initial Term. CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days' prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

4. **Payment.** CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 30 days after the invoice date. Any amount not paid when due is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at [controlcenter.centurylink.com](http://controlcenter.centurylink.com). If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

5. **Confidentiality.** Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**

efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

**6. CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

**7. Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

**8. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

**9. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

**9.1 Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

**9.2 Claims Related to Services.** For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not exist for the affected Service.

**9.3 Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages.

**9.4 Other Direct Damages.** For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligations under the Agreement.

**10. Responsibilities.** To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

# **11. Termination.**

**11.1 Service.** Either party may terminate an individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges.

**11.2 Agreement.** Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term or (b) for Cause. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, then Customer will pay the higher of: (c) the Early Termination Charge or (d) the total Cancellation Charges that apply for terminating all CenturyLink Services at the time the Agreement is terminated.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT**

**11.3 Unpaid Charges.** Customer will remain liable for charges accrued but unpaid as of the termination date.

**12. Non-Appropriations.** Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

**13. Miscellaneous.**

**13.1 General.** The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, the Responsibilities Section, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

**13.2 Conflicts Provision.** If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, and any Order Form. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, RSS, ISS, and Order Form.

**13.3 Independent Contractor.** CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

**13.4 ARRA.** Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

**13.5 HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**13.6 Installation, Maintenance and Repair**

(a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.

(b) Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.

(c) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

**13.7 Governing Law; Dispute Resolution.**

(a) **Billing Disputes.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

(b) **Governing Law; Forum.** The Agreement will be governed by the laws of the State in which the Customer's principal office is



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located without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado.

(c) **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(d) **Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

**13.8 No Resale; Security.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

**13.9 Transport Services.** The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

**13.10 Assignment.** Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

**13.11 Amendments; Changes.** The Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

**13.12 Websites.** References to websites in the Agreement include any successor websites designated by CenturyLink.

**13.13 Required Notices.** Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**13.14 Service Termination Notices.** Customer's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to: CenturyLink, Attn.: GBM Disconnects, 112 Sixth St., Bristol, TN 37620, Fax: 866.887.6633, e-mail: [GBMdisconnects@CenturyLink.com](mailto:GBMdisconnects@CenturyLink.com). Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

**13.15 Entire Agreement.** The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

#### **14. Definitions.**

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>.

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material



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breach, within 30 days after written notice.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the CenturyLink network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf).

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"RSS" means as applicable CenturyLink's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS.

"SLA" means the service level agreement applicable to a Service as described in a Service Exhibit.

"State" means one of the 50 states of the United States or the District of Columbia.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

"Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT  
DOMESTIC CENTURYLINK IQ NETWORKING SERVICE EXHIBIT**

CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the CenturyLink® Total Advantage® or CenturyLink® Loyal Advantage® Agreement between Customer and CenturyLink QCC. Port types that require Rental CPE are also subject to the Rental CPE Service Exhibit. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

**1. General.** Domestic CenturyLink IQ® Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes between CenturyLink QCC and Customer.

**2. Service.**

**2.1 Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.

**2.2 Ports.** CenturyLink offers Service in the following port ("Port") types:

**(a) Internet Port.** Internet Ports provide public Internet connectivity.

**(b) Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

**(c) CenturyLink IQ®+ Port.** A CenturyLink IQ+ Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service Exhibit and CenturyLink Rental CPE Service Exhibit (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using ProMET® Remote Standard Service or 24x7 on-site maintenance using ProMET® On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Customer is responsible for any trouble shooting and repair of equipment on Customer's side of the router. Domestically, a CenturyLink IQ+ Port is only available in a CenturyLink determined data center.

**(d) CenturyLink IQ®+ Cloud Port.** A CenturyLink IQ+ Cloud Port is a bundled solution that provides: (i) private connectivity between Customer's Private Port sites and Customer resources in CenturyLink determined data centers and/or cloud service provider environments, (ii) Local Access (Data Center Access) and (iii) End-to-End Performance Reporting. Customer can use all Private Port features defined in the Private Port section above. Access within data centers and cloud service provider environments may include shared or virtualized services where available. Customer understands that cloud-related services are contracted separately.

**2.3 Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature available for all Ports except for a CenturyLink IQ+ Cloud Port. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.

**(a) Monitor and Notification.** Monitor and Notification can be included with CenturyLink IQ+ Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

**(b) Select Management.** Select Management can be included with any eligible domestic Port. CenturyLink will monitor Customer devices 24x7x365 for up/down status as well as provide 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

**(c) Comprehensive Management.** Comprehensive Management can be included on any eligible Port. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport

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faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

**(d) CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

**(e) Customer Responsibilities.**

**(i)** Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

**(ii)** For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

**(iii)** Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

**(iv)** Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

**(v)** Customer may not reverse engineer, decompile, disassemble or apply any other process or procedure to alter any CPE, software, or other component of this Service for any purpose.

**2.4 End-to-End Performance Reporting.** End-to-End Performance Reporting is a feature included with all Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

**2.5 Multicast.** Multicast is an optional feature for Private Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

**2.6 VPLS.** Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. VPLS is not available for CenturyLink IQ + Ports or CenturyLink IQ + Cloud Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

**2.7 VPN Extensions.** A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE

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at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

(a) **Exclusions.** CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

**2.9 Backbone Prioritization/Priority Queuing.** Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports, CenturyLink IQ+ Ports, and CenturyLink IQ+ Cloud Ports. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from such Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

**3. Ordering.** For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

**4. Charges.** Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates. If a CenturyLink IQ+ Port uses Data Center Access as the access type, that Port will be understood to be a CenturyLink IQ+ Cloud Port.

**4.1 Pricing Methodologies.**

(a) **Flat Rate.** The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

(b) **Tiered.** The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

(c) **Precise Burstable.** Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

(d) **Data Transfer.** Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound

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utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Port (and associated features/Services, if applicable) begins on the Start of Service Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote or the pricing attachment or (b), if a service term is not shown in a quote or pricing attachment, three years. If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Start of Service Date. Upon expiration of a Service Term, individual domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to:

(a) Domestic Internet Ports or Private Ports: (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

(b) CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports: (i) 100% of the CenturyLink IQ+ Port or CenturyLink IQ+ Cloud Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

**5.3 Waiver of Cancellation Charges.**

(a) **Upgrades.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or CenturyLink IQ+ Port) within the same pricing methodology. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer can upgrade a CenturyLink IQ+ Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ+ Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

(b) **Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to a new Data Bundle solution (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

**6. Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

**7. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e-mail address.

**8. AUP.** All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

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**9. SLA.** Ports other than CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ+ Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA. References to CenturyLink IQ+ Ports in the CenturyLink IQ+ SLA will also refer to CenturyLink IQ+ Cloud Ports.



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**PRICING ATTACHMENT**

**1. Pricing**

**1.1 Network Management Service MRCs.**

**(a) NMS for devices associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description NMS for devices associated with a CenturyLink IQ Networking Port.	Promo Code	MRC	NRC
Select Management	IQ MANAGED	\$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A
Monitor and Notification (for non-CenturyLink IQ + Ports)	N/A	\$35.00 per device	N/A

**(b) NMS for devices not associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).	MRC	NRC
Select Management	\$60.00 per device	N/A
Comprehensive Management	\$100.00 per device	N/A
Monitor and Notification	\$35.00 per device	N/A

**1.2 CenturyLink IQ Networking Features.**

**(a) VPN Extensions.**

Description	MRC	NRC
VPN Extensions	\$25.00 per IPsec tunnel	\$50.00 per IPsec tunnel

**(b) Backbone Prioritization.** Backbone prioritization charges are in addition to the applicable Private Port MRCs.

Description	Increased MRC
Backbone Prioritization	CenturyLink will apply a 20% uplift charge to the MRC of each Private Port configured with Backbone Prioritization.

**1.3 Port Pricing Tables.** Some Port types or Port speeds may not be available in all areas or with certain types of access. CenturyLink IQ+ Port pricing may be located in a valid signed CenturyLink issued quote, if available. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement or, if a quote applies, sign a new quote that includes the Service Address, type, and details of the new CenturyLink IQ+ Port.

Tiered Fast Ethernet 100 Mbps Private Port	Net Rate MRC	Install NRC
10 Mbps	\$190.00	\$1,500.00

**1.4 NRC Discounts.**

**(a) NRC Waiver.** So long as Customer is not in default of any obligations under the Agreement, CenturyLink will waive the Install NRCs for Internet and Private Ports. The Ports must remain installed for at least 12 months.

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**ATTACHMENT 1**

**COMPREHENSIVE MANAGEMENT**

**LIMITED LETTER OF AGENCY**

**between**

**Rowan County 911 ("Customer")**

**and**

**CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")**

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

\_\_\_\_\_  
Customer Company Name

\_\_\_\_\_  
Authorized Signature of Customer

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**1. General.** CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

**2. Service Description and Availability.**

**2.1 Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

**2.2 Types of Service Technologies.** CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

**(a) Special Access.** "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

**(b) Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic). "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ® Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

**(c) Wavelength Local Access.** "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

**(d) DSL Local Access.** "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

**2.2.1 Use of IP Connection.** In some locations, CenturyLink will enable the Local Access component of your service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

**2.3 Types of Service.** CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

**2.3.1 CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

**(a) On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at <http://www.centurylink.com/legal/>, which is subject to change.

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LOCAL ACCESS SERVICE EXHIBIT**

**(b) Leased Access.** Leased Access is generally available as Special Access, ELA, Wavelength Local Access and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a Preferred Provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

**3.2.2 Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

**3.2.3 Cross-Connect Access.** "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

**2.4 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

**3. Ordering.** Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

**4. Charges.** Customer will pay the net rates set forth in the attached pricing attachment or a quote for Service issued by CenturyLink if the rates for Service at a particular Service Address are not included in the pricing attachment, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges. Customer will receive the rates for Service as shown on the pricing attachment regardless of whether an NPA/NXX split or overlay occurs.

**4.1 Ancillary Charges.** Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

**(a) Expedite.** A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

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LOCAL ACCESS SERVICE EXHIBIT**

**(b) Extended Wiring.** "Extended Wiring" means additional wiring required for orders where Customer's network interface equipment is not located in the same location as the Demarcation Point. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, and (iii) Ethernet Local Access (where available).

**(c) Construction.** Construction charges apply if; (i) special construction is required to extend Service to the Demarcation Point; or (ii) other activities not covered by Extended Wiring are required beyond the Demarcation Point, that cause CenturyLink to incur additional expenses for provisioning the Service (e.g., special arrangements to provide conduit or intra-building cable) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

**(d) Multiplexing.** Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

**(e) Changes.** Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the attached pricing attachment for a particular Service Address or a quote for Service issued by CenturyLink if the rates for Service at particular Service Address are not included in the pricing attachment ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

**(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date.** Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

<b>Leased Access and On-Net Access Service Bandwidth†</b>	<b>Before Start of Service Date Cancellation Fee</b>
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

**†Includes all types of Service Technology unless otherwise noted.**

**(b) All Service Types—Cancellation After the Start of Service Date.** If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

**(c) Moves.** When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

**(d) Waiver of Cancellation Charges.** CenturyLink will waive the Cancellation Charge for a cancelled Service:

- (i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.

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LOCAL ACCESS SERVICE EXHIBIT**

- (ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

**(e) Customer Provided Access—Cancellation of Connectivity after Start of Service Date.** To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

**6. Grooming.** If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

**7. Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Demarcation Point" means the CenturyLink designated interface between the CenturyLink Domestic Network or the Leased Access provider network and Customer's telecommunications equipment. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of the local access provider's outside distribution network facilities.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Preferred Provider" or "PP" means a specific local access provider requested by Customer for Leased Access.

"Service Address" means the business building where Customer receives the Service.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.



**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT****PRICING ATTACHMENT**

Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Exhibit.

1. Customer will pay the MRCs and Install NRCs for the Local Access Service selected. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges.

2. Customer will pay the MRCs and NRCs for Service at the particular Service Address; or NPA/NXX or CLLI if no Service Address is provided, set forth in the table below. The MRCs and NRCs set forth below also apply to existing Service ordered prior to the effective date of this Pricing Attachment for a particular Service with identical attributes (i.e., the NPA/NXX or CLLI, Service Address, type of Local Access, Service term and circuit speed). The rate change for existing Service will become effective at CenturyLink's earliest opportunity, but in no event later than the second full billing cycle following the applicable effective date of this Pricing Attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to any attribute of the particular Service (i.e., the NPA/NXX or CLLI, Service Address, type of Local Access, Service term or circuit speed) will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the particular Service at the Service Address or NPA/NXX or CLLI, as applicable. If a DS1 is bonded with one or more DS1s to create a higher speed NxDS1 at the same Service Address, the MRC for the DS1 may be multiplied by the number of bonded DS1s to determine the MRC for the NxDS1. The pricing contained in this Pricing Attachment represents pricing for the local access provider and route selected by CenturyLink. Customer requests for a Preferred Provider or route may be subject to different pricing.

NPA/NXX/CLLI	Loop Tracking ID	Address	Type of Local Access	Term  (in months)	Circuit Speed	Local Access Circuit MRC	Local Access Circuit NRC
704216	170111026364	1090 CORPORATE CENTER DR. SALISBURY, NC 28146	CLPA - ELA - Native Single-CoS-High	36	Fast Ethernet - 10 Mbps	\$330.00	\$0.00
704920	170111026368	1303 S CANNON BLVD. KANNAPOLIS, NC 28083	CLPA - ELA - Native Single-CoS-High	36	Fast Ethernet - 10 Mbps	\$270.00	\$0.00

3. Customer may order additional Local Access Services that are not specified above, but each additional Service ordered during the Term must include a valid CenturyLink quote form that specifies the applicable Local Access MRC and NRC per Service. No other discounts or promotions apply. Certain types of Service have separate service or agreement requirements as defined in the Local Access Service Exhibit.

4. **CenturyLink Provided Access Install NRC Discount- Current and Future.** Install NRCs specified above for CenturyLink Provided Access or on a valid quote form during the Term will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Service Term. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** March 27, 2017  
**SUBJECT:** Acceptance of Letter of Intent to Fund Dukeville Water Line Project

---

**ATTACHMENTS:**

**Description**

Letter of Intent

**Upload Date**

3/27/2017

**Type**

Cover Memo



-Scam email  
ROY COOPER  
Governor

MICHAEL S. REGAN  
Secretary

KIM H. COLSON  
Director

February 1, 2017

Mr. Aaron Church, County Manager  
Rowan County  
130 West Innes Street  
Salisbury, NC 28144

Subject: Letter of Intent to Fund  
Dukeville Water Line Project  
September 2016 Application Cycle  
Project No.: H-SRP-D-17-0023

Dear Mr. Church:

The Division of Water Infrastructure has reviewed your application, and the State Water Infrastructure Authority has approved your project as eligible to receive funding. The State Reserve Project Loan will be \$2,963,700 at a maximum interest rate of 1.53%. A loan fee of 2% will be invoiced after bids have been received.

Please note that this intent to fund is contingent on approval of the loan through the Local Government Commission and on meeting **all** of the following milestones:

<u>Milestone</u>	<u>Date</u>
Engineering Report Submittal	June 1, 2017
Engineering Report Approval	November 1, 2017
Bid and Design Package Submittal	May 1, 2018
Bid and Design Package Approval	September 4, 2018
Advertise Project, Receive Bids, Submit Bid Information, <u>and</u> Receive Authority To Award	January 4, 2019
Execute Construction Contract(s)	February 4, 2019

The first milestone is the submittal of an Engineering Report by close of business on June 1, 2017. The Engineering Report must be developed using the guidance found on our website (<http://portal.ncdenr.org/web/wi/home>). **Failure to meet any milestone may result in the forfeiture of funding for the proposed project.**

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for funding and the total loan amount may be reduced. Additionally, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total loan amount and loan terms.

Nothing Compares<sup>SM</sup>

General Assembly Notification Requirements

In accordance with G.S. 120-157.1 through 157.9, enacted on June 24, 2011, local government units with projects that require debt to be issued greater than \$1,000,000 **must** submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission. You are responsible for submitting this letter and providing a copy to the Division of Water Infrastructure upon receipt of this approval letter.

Drought Bill Requirements

In accordance with G.S. 143-355.4, a project "for the purpose of extending waterlines or expanding water treatment capacity" must document numerous requirements during the Engineering Report review process. You can find additional information at the following link:

[http://www.ncleg.net/enactedlegislation/statutes/html/bysection/chapter\\_143/gs\\_143-355.4.html](http://www.ncleg.net/enactedlegislation/statutes/html/bysection/chapter_143/gs_143-355.4.html)

If you have questions, please contact Seth Robertson, PE, Chief, State Revolving Fund Section at 919-707-9175.

Sincerely,



Kim H. Colson, P.E.



CC: Andy Lovingood, PE, McGill, Hickory  
Kellie Cartwright, Rowan County, Salisbury  
Vincent Jude Tomaino, PE  
Mark Hubbard, PE  
Project File (COM\_LOIF)

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Shane Stewart, Assistant Planning Director  
**DATE:** March 23, 2017  
**SUBJECT:** Quasi-judicial Hearing for CUP 01-17

---

Scottie Goodman is requesting a conditional use permit to accommodate a 1,440 sq.ft. residential storage facility on lot 47 in the Faith Farms Subdivision identified as Tax parcel 359G-014. The proposed structure would be located behind his residence at 457 Faith Farm Rd. (lot 48) and used to store a boat, jet skis, cars, and other personal storage items.

Conduct quasi-judicial hearing, motion to adopt three (3) findings of fact, and motion to approve / deny / table CUP 01-17.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Chariman's Speech	3/23/2017	Exhibit
Staff Report	3/23/2017	Exhibit
GIS Map	3/23/2017	Exhibit
Site Plan	3/23/2017	Exhibit
Applicant's Request Letter	3/23/2017	Exhibit
Survey Statement & Septic Layout	3/23/2017	Exhibit
Proposed Building	3/23/2017	Exhibit
Evaluation Criteria & Checklist	3/23/2017	Exhibit
Application	3/23/2017	Exhibit
Procedural Checklist	3/23/2017	Exhibit

## **CUP 01-17 CHAIRMAN'S SPEECH**

The hearing for consideration of CUP 01-17 is now in session and will focus on an application submitted by Scottie Goodman to construct a residential storage facility on Tax Parcel 359G-014 located at the 100 Block of North Bellwood Road.

If you feel that any member of the Board may have a conflict of interest in hearing the case, please address the Board now prior to any testimony or information being presented.

When the Board enters into deliberations to decide the case, no further testimony may be presented. The Board will render one of the following three decisions:

1. Approve the permit as requested or with additional conditions;
2. Continue the request; or
3. Deny the request.

All parties who plan to testify in this case may come forward and be sworn in. Those who testify must state their name and address at the podium for the benefit of the Board's Clerk. All material presented must be given to the Clerk and will become part of the record. This Board can only accept **sworn** testimony. **No** hearsay evidence is admissible.

**Shane Stewart** will present the case for the County.





## Rowan County Planning and Development Department

402 North Main Street, Suite 204 • Salisbury, NC 28144-4341

Office: 704-216-8588 Fax: 704-216-7986

### MEMORANDUM

TO: Chairman Edds and Rowan County Board of Commissioners  
FROM: Shane Stewart, Assistant Planning Director  
DATE: March 21, 2017  
RE: **CUP 01-17**

#### SUGGESTED BOARD OF COMMISSIONERS ACTION

☐ Sworn oath for those testifying ☐ Receive staff report ☐ Petitioner comments ☐ Conduct quasi-judicial hearing ☐ Close hearing and discuss ☐ Three (3) separate motions to adopt findings of fact ☐ Motion to Approve / Deny / Table **CUP 01-17**

#### REQUEST

Scottie Goodman is requesting a conditional use permit to accommodate a 1,440 sq.ft. residential storage facility on lot 47 in the Faith Farms Subdivision identified as Tax parcel 359G-014. The proposed structure would be located behind his residence at 457 Faith Farm Rd. (lot 48) and used to store a boat, jet skis, cars, and other personal storage items.

#### CONDITIONAL USE REQUIREMENTS

Section 21-60 (10) of the Zoning Ordinance indicates residential storage facilities are subject to the following standards (**staff comments in bold text**):

- a. **The parcel shall be in fee simple ownership.** Yes, owned exclusively by Scottie Goodman.
- b. **The structure shall be of compatible construction with surrounding area.** The applicant proposes a metal building, which is a façade common to most areas of the county.

- c. **The maximum size allowed is three thousand (3,000) square feet.** The proposed building totals 1,440 sq.ft.
- d. **No outdoor storage is allowed except as specifically provided otherwise.** None proposed.
- e. **Minimum lot size shall be the same as for a single-family residence.** Lot size is .94 acres vs. minimum lot size of .46 acres (20,000 sq.ft.).
- f. **Storage of vehicles shall not be in the front yard.** None proposed.
- g. **Outside lighting shall be designed to prevent direct glare on adjoining residences.** None proposed.
- h. **Setbacks shall be at a minimum the same as single family dwellings.** The proposed structure complies with the required 30' front, 10' side, and 10' rear setback.

<b>EVALUATION CRITERIA</b>
----------------------------

As provided in Section 21-59, the applicant has provided responses to the evaluation criteria with staff comments indicated below.

- 1. **Adequate transportation access to the site exists.** The structure would be accessible from N. Bellwood Rd., which was constructed to meet NCDOT standards when the Faith Farms subdivision was developed in 1999.
- 2. **The use will not significantly detract from the character of the surrounding area.** The applicant obtained a zoning permit on January 31<sup>st</sup> of this year to place this structure behind his residence on lot 48. After having a local surveyor locate his rear property corners, he discovered the proposed building would be too close to the septic system. The proposed structure will be under both the allowed 3,000 sq.ft. limit for residential storage facilities and the 10% limit for accessory structures on residentially developed lots (4,094 sq.ft.).

In the statement of purpose for Faith Farms, the restrictive covenants were established to *“insure the attractiveness and orderly development and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of all properties within Faith Farms...”*. Staff did not identify specific restrictions that would disallow the proposed structure.

- 3. **Hazardous safety conditions will not result.** No hazardous safety conditions are envisioned based on the proposed use.
- 4. **The use will not generate significant noise, odor, glare, or dust.** Any associated impacts would be similar to that found on properties containing a residence.

5. **Excessive traffic or parking problems will not result.** N/A.
6. **The use will not create significant visual impacts for adjoining properties or passersby.** It is arguable the proposed location would be more visually appropriate than options on the developed lot.

<b>PROCEDURES</b>
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The BoC must adopt facts supporting the below findings of fact based on the above six (6) criteria:

1. The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety;
2. That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity; and
3. That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

**See enclosed checklist to guide decision. Planning Staff will provide example findings for consideration at the hearing.**

<b>STAFF COMMENTS</b>
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Planning Staff discussed the option of combining lot 47 with 48 to avoid the conditional use permit process. The applicant indicated he would like to retain these lots in their current configuration to allow his two (2) children the option of building homes in the future. If he were to combine the properties, the lots could only be re-established if N. Bellwood Rd. was accepted for maintenance by NCDOT.

Should the Board approve this request, a condition of approval should include compliance with applicable Faith Farms covenants and restrictions.

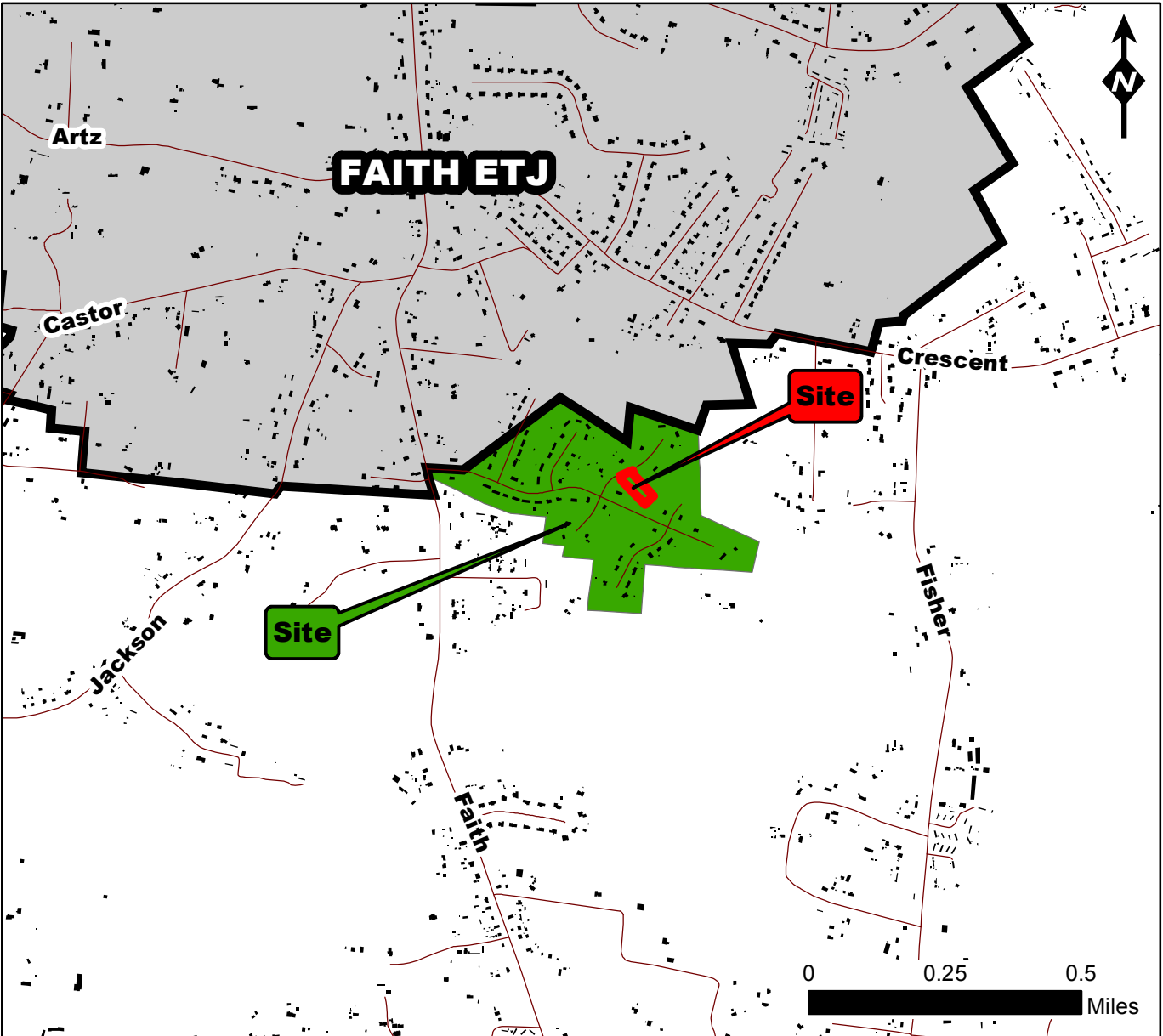




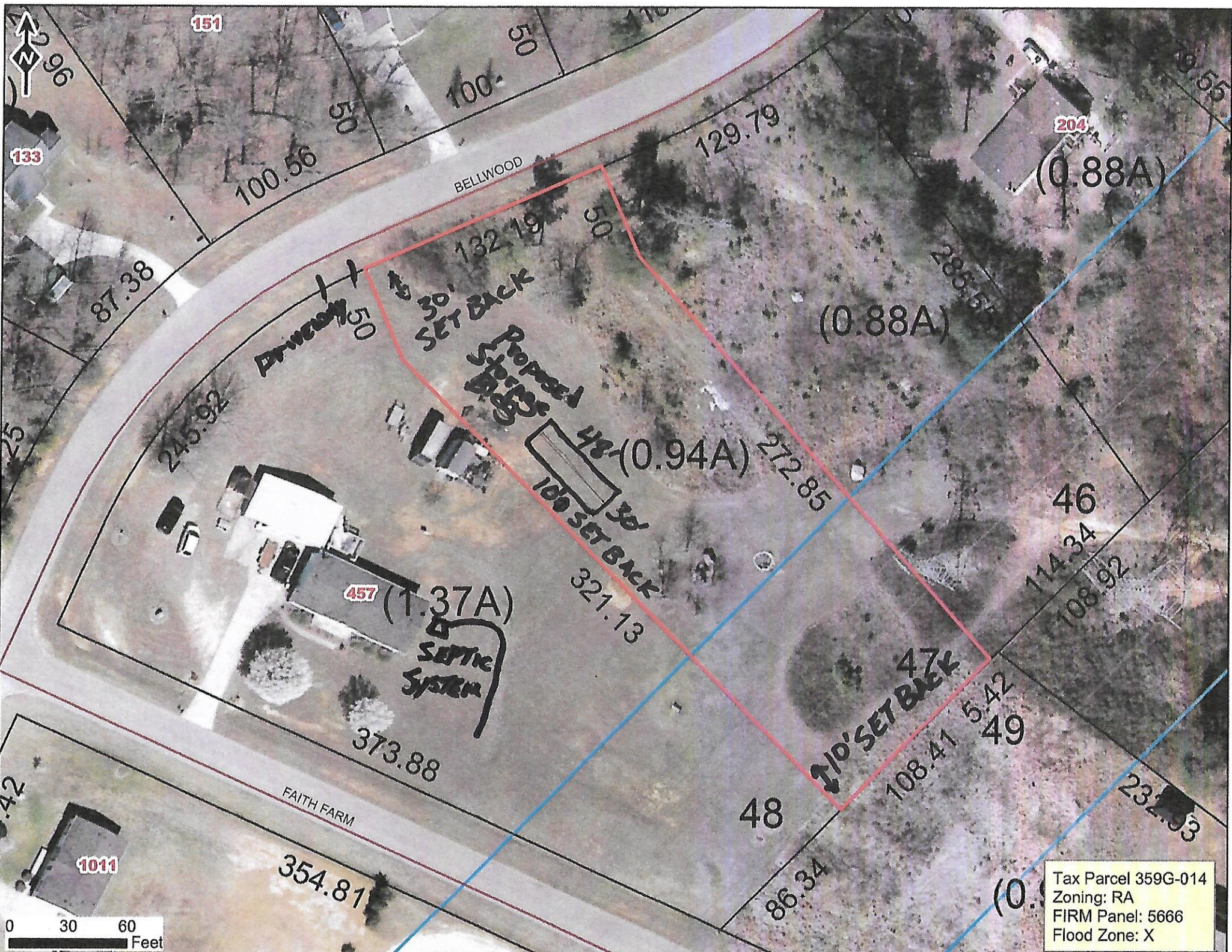
**CUP 01-17: Scottie Goodman**

**LEGEND**

Proposed Building	Site
Faith Farms Subdivision	Parcels
Duke Energy R/W	Roads
Faith ETJ	Structures







Tax Parcel 359G-014  
Zoning: RA  
FIRM Panel: 5666  
Flood Zone: X



Scott Goodman  
457 Faith Farm Road  
Salisbury, NC 28146

3-Mar-17

Mr. Shane Stewart  
400 North Main Street  
Suite 204  
Salisbury, NC 28144

Re; Proposed location for storage building

Mr Stewart,

This letter is to explain my reasons for the proposed site location on lot 47 for my storage building.

The layout of the property line for lot 48 is at such an angle in comparison to my house after the set back of 10 feet and the width of the building of 30 feet the building will be real close to the location of my home septic system.

Also being able to build the building on lot 47 would allow for a more uniform appearance in relations with my house. It would allow to meet all set back regulations, and to position the building square with the existing structures.

Thank you,  
Scott Goodman





# Shulenburger Surveying Company, P.A.

814 N. Main Street, Suite A  
Salisbury, N. C. 28144  
(704) 687-8628 Phone  
Email: shulenburgerpa@gmail.com

## REPORT OF SURVEY

I certify that this survey was done under my responsible charge in compliance with the standards of practice for Land Surveying (21-56.1600) for \_\_\_\_\_

SCOTT GOODMAN

the purpose of \_\_\_\_\_

MARKING PROPERTY LINE BETWEEN LOTS 47 & 48 OF FAITH FARMS

Ref: Rowan County Parcel I.D. # 3596015

That before I performed the survey I examined the following Deeds and Plats

recorded in the Rowan County Register of Deeds: D.B. 863 P.L. 954 ;

D.B. 1252 P.L. 375 & D.B. 1220 P.L. 382

BOOK OF MAPS 9995 PAGE 3674

That after examining the Deeds and Plats, I examined the property and found: \_\_\_\_\_

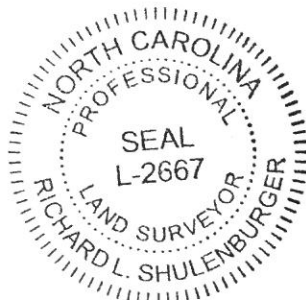
EXISTING # 5 ROBOTS AT ALL CORNERS, CHECKED

WITH RECORD MAP & LINE WAS STAKED

All bearing are reference to BOOK OF MAPS 9995 P.L. 3674, and  
All distance are horizontal distances.

This 21<sup>ST</sup> Day of FEB, 2017.

SEAL



Professional Land Surveyor  
Richard L. Shulenburger  
PLS - 2667  
Firm # C - 1858

23217

**ROWAN COUNTY HEALTH DEPARTMENT**  
**Environmental Health Division**  
 402 N. Main Street, Salisbury, NC 28144  
 Tel. (704) 642-2000 Fax (704) 642-2003

New ☒ Repair ☐ Layout ☐

Permit # \_\_\_\_\_ is invalid

OWNER DAVID WOOD TOWNSHIP Good Hill  
 ADDRESS 450 Auction Dr. Salisbury MAP 359 G  
 LOCATION FAITH Rd. turn into FAITH FARMS Sub. FAITH FARMS PARCEL ~~1877~~ 015  
to corner of FAITH FARM Rd. + N. BELLWOOD on LT. Lot #48 RECEIPT # 29473

**Wastewater System Construction Authorization**

Type of Structure: House DW Other \_\_\_\_\_  
 Sq. Ft. \_\_\_\_\_ Bedrooms 3 EDF 360 gal.  
 Water Supply: Private ☒ MCP \_\_\_\_\_ Comm. \_\_\_\_\_ Mun. \_\_\_\_\_  
 Type of System: Conventional ☒ Pump \_\_\_\_\_ LPP \_\_\_\_\_  
 PPBPS \_\_\_\_\_ HDS or Chamber \_\_\_\_\_ Other \_\_\_\_\_  
 Septic Tank 900 gal. Pump Tank \_\_\_\_\_ gal.  
 Subsurface Disposal Field 900 sq. ft.  
 ENV. HEALTH SPEC. \_\_\_\_\_ DATE \_\_\_\_\_

**SYSTEM INSTALLER:**

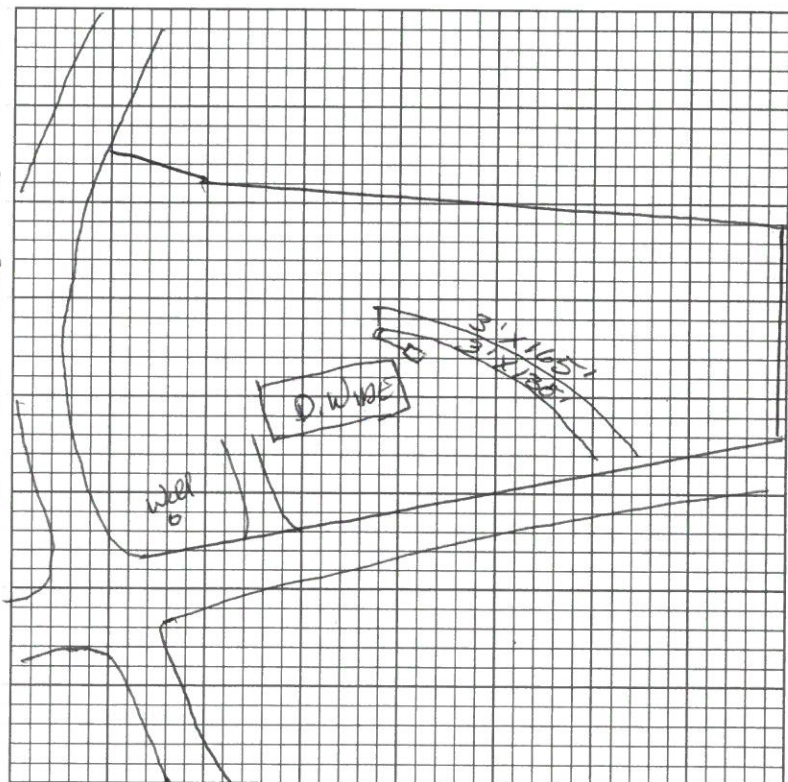
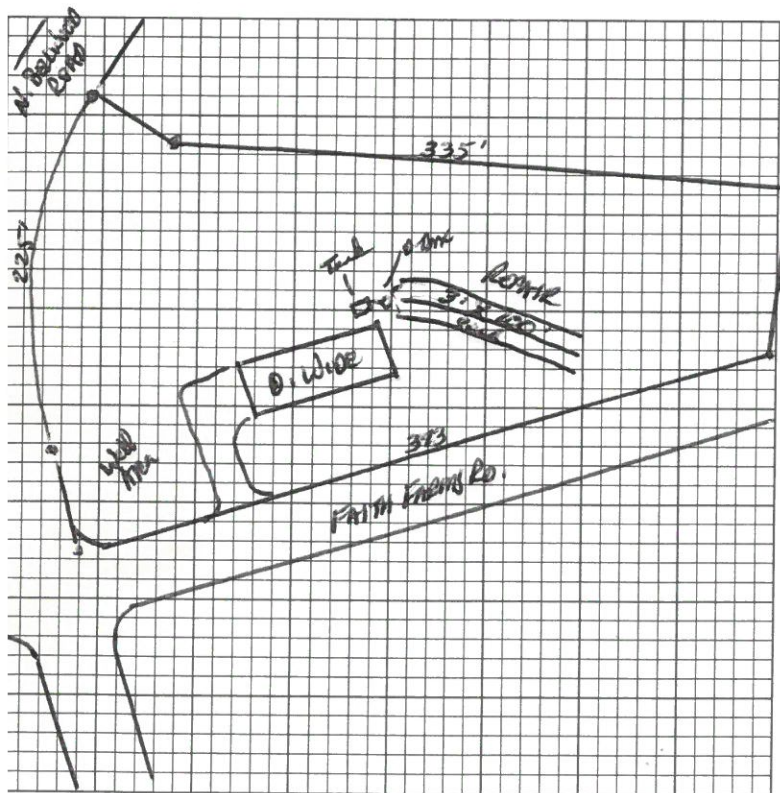
- Entire system must be installed as shown. Any change requires prior approval by the Rowan County Health Department.
- System installer is required to provide a level transit, set in place, for final inspection.

**Operations Permit**

System Type S-19A II  
 Septic Tank 900 gal. Mfr. RST 7/1/99  
 Pump Tank \_\_\_\_\_ gal. Mfr. \_\_\_\_\_  
 Subsurface Disposal Field 900 sq. ft.  
 Distance from system to water supply 100 ft.  
 Installed by Piedmont  
 ENV. HEALTH SPEC. 1500 RST DATE 8/5/99

**OWNER:**

- Sow grass over septic tank and all nitrification lines.
- Divert all gutter and surface water away from system.
- Well must meet setback standards of well construction rules.



Actions of representatives of the Rowan County Health Department shall in no way be taken as a guarantee that this sewage treatment and disposal system will function in a satisfactory manner for any given period of time, or that such employees assume any liability for damages, consequential or direct, which are caused or which may be caused, by a malfunction of this system. This construction authorization is not transferable and shall become invalid 60 months from the date of issue. If the installation has not been completed during that time period, the information submitted in the application is falsified or changed or the site is altered, this construction authorization shall become invalid. When this construction authorization becomes invalid, the installation shall not be commenced or completed until a new construction authorization has been obtained.

DAVID WOOD  
 OWNER/AUTHORIZED AGENT

8/3/99  
 DATE



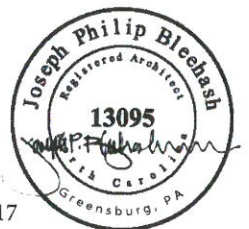
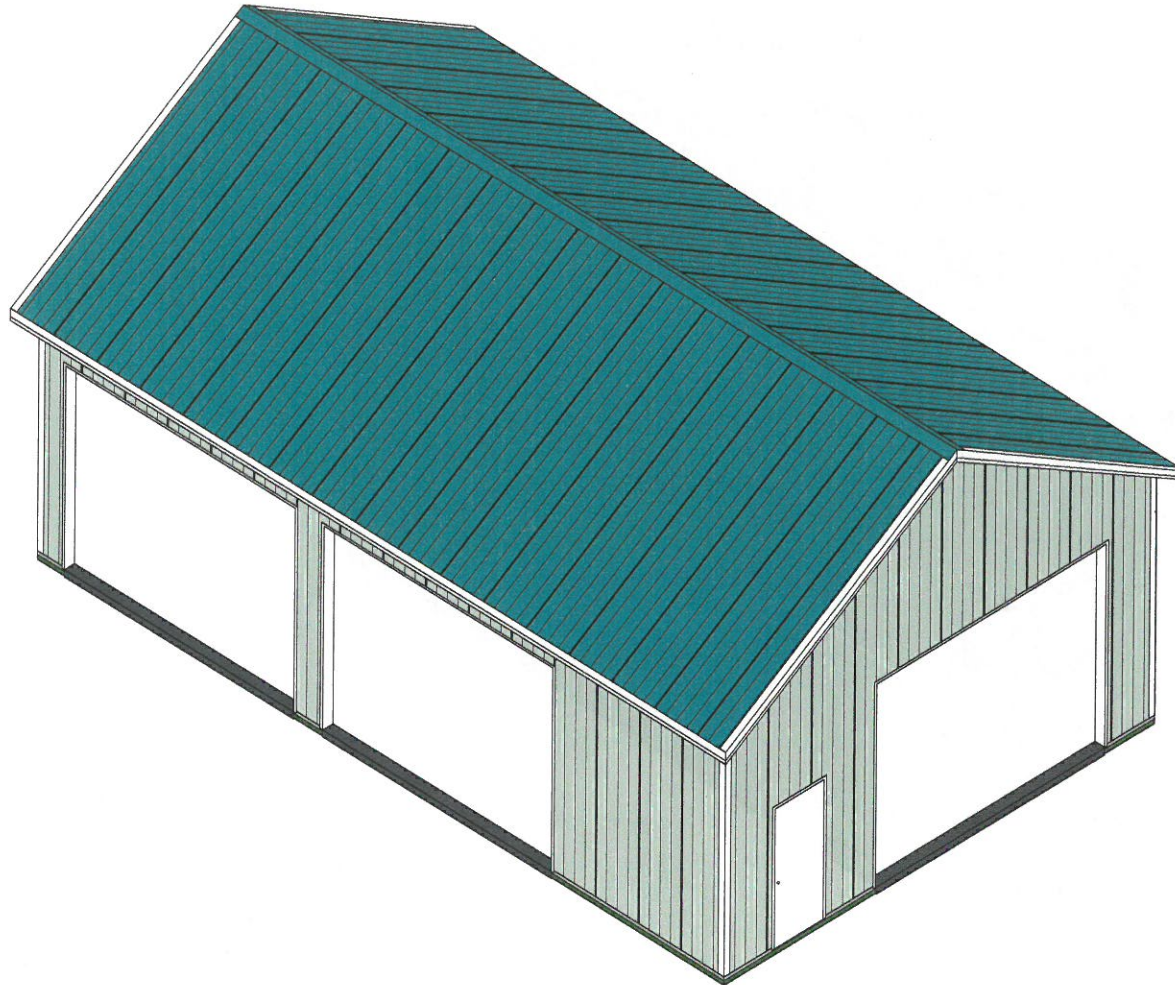


DIY Pole Barns & Supplies  
9232 Hogpath Road Arcanum, OH 45304  
Business: 937-547-9100 Fax: 937-547-9122

#### **Building Specifications**

Building Width	30'	Truss Load: 25-5-0-5
Building Length	48'	Snow Load: 25
Building Height	12'	Design soil bearing 1500 PSF
Eave Overhang	12 in.	Design wind speed 90 MPH
Gable Overhang	12 in.	
Pitch of Roof	6 in./12	
Style of Building	Post Frame	

Customer Name	Scott Goodman
Customer Address	457 Faith Farm Road Salisbury, NC 28146
Customer Phone	Call 704-239-4429



1/24/2017

**Sec. 21-59. Evaluation criteria.**

In addition to meeting special standards for a particular use, the applicant must illustrate that he/she can comply with the following criteria when any conditional use is proposed.

- yes (1) Adequate transportation access to the site exists;
  - No (2) The use will not significantly detract from the character of the surrounding area;
  - No (3) Hazardous safety conditions will not result;
  - No (4) The use will not generate significant noise, odor, glare, or dust;
  - No (5) Excessive traffic or parking problems will not result; and
  - ↑ No (6) The use will not create significant visual impacts for adjoining properties or passersby.
- 

(e) *Required findings.* All decisions regarding a conditional use permit application shall not be approved or denied unless each of the following findings has been made:

- (1) The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety;
- (2) That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity; and
- (3) That the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.





### SITE PLAN CHECKLIST

As Required by Article III Section 21-52 of the Rowan County Zoning Ordinance

Project Name: Scott Goodman Storage Accessory building  
Submitted By: Scott Goodman Phone: 704-239-4429 Date: 3-7-17  
Checked By: \_\_\_\_\_ Date: \_\_\_\_\_

ITEM	REQUIREMENTS	YES	NO	N/A
1	Zone lot with dimensions and development setbacks	✓		
2	Tax parcel number <u>3596014</u>			
3	Property address <u>158 N. Bellwood Rd</u>			
4	Adjoining deeded properties and their uses <u>457 FAITH FARM RD</u> <u>188 N. Bellwood</u>			
5	Existing structures		✓	
6	Proposed structure with size <u>1440 sq. ft. 30' x 48'</u>			
7	Proposed use <u>Storage</u>			
8	Number of employees; if applicable			✓
9	Hours of operation, if applicable			✓
10	Off-street parking, loading and unloading, access to existing streets	✓		
11	Easements and rights-of-way	✓		
12	All pertinent development requirements of this chapter	✓		
13	Any additional information required by the zoning administrator to assess the merits of the application, including but not limited to traffic impact analysis, environmental impact statements		✓	
14	Floodplains		✓	
15	Name, location and dimension of any proposed streets, drainage facilities, parking areas, required yards, required turnarounds as applicable <u>North Bellwood Rd.</u>		✓	
16	Screening & buffering, if applicable			✓
17	Zoning district <u>RA</u>			
18	Proposed phasing, if applicable			✓
19	This required site plan shall be in sufficient detail to allow the zoning administrator to reasonably understand the proposed development. The scale shall be 1" = 100' or greater for zone lots less than 3 acres in size, or 1" = 200' for zone lots more than 3 acres in size.	✓		

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Rowan County Department of  
Planning & Development  
402 N. Main Street Ste 204  
Salisbury, NC 28144  
Phone (704) 216-8588  
Fax (704) 638-3130  
www.rowancountync.gov

Case # CUP 01-17  
Date Filed 3/1/17  
Received By SAS  
Amount Paid \$ 200 ck #5830  
Office Use Only

**CONDITIONAL USE PERMIT APPLICATION**

**OWNERSHIP INFORMATION:**

Name: Scottie D Goodman  
Signature: Scottie D Goodman  
Phone: 704 239-4429 Email: scottieelectric@aol.com  
Address: 457 Faith Farm Road  
Salisbury NC 28146

**APPLICANT / AGENT INFORMATION:**

Name: SAME  
Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPERTY DETAILS:**

Tax Parcel: 3596014 Zoning District: RA  
Date Acquired: 5-19-15 Deed Reference: Book 1252 Page 375  
Property Location: 457 Faith Farm Rd.  
Size (sq. ft. or acres): .94 Street Frontage: 130  
Current Land Use: VACANT

Surrounding Land Use: North VACANT  
South 457 Faith Farm Rd.  
East N. Bellwood Rd.  
West Lot 46 vacant, Lot 49 Residential



PURPOSE & SECTION:

State purpose of conditional use permit:

Build Accessory-storage building

Cite section(s) of Zoning Ordinance which permit is being requested:

21-60 (Section 10)

ATTACHED DOCUMENTS:

Applicant must attach a response to the evaluation criteria from Section 21-59 and an accompanying site plan based on information required in Section 21-52 and 21-60.

Attached: Yes ☒ No ☐

Applicant shall, at the time the application is made, present all the necessary evidence (maps, drawings, statements, certifications, etc.) showing how the requirements of the applicable sections of the Zoning Ordinance will be met.

OFFICIAL USE ONLY

1. Signature of Coordinator: Ne K 2. Board of Commissioners  
Public Hearing: 04/03/17 3. Notifications Mailed: 03/22/17 4. Property Posted:  
03/21/17 5. BOC Action: Approved \_\_\_\_\_ Denied \_\_\_\_\_ 6. Date Applicant Notified:  
\_\_\_\_/\_\_\_\_/\_\_\_\_

Checklist for Review of Conditional Use Permits

**Overview.** Conditional uses are assumed to be generally compatible with other land uses permitted in the zoning district in which the conditional use is proposed, but due to their unique characteristics or potential impacts on the surrounding areas or the county as a whole, individual consideration of their location, design, configuration and/or operation at the proposed location is required. Specific conditions may be attached to a conditional use permit application in order to ensure conformance with the zoning district, other county ordinances or to address the project's impacts to the surrounding area.

**Applicant:** Scottie Goodman  
**Property Owner:** Scottie Goodman  
**Tax Parcel:** 359G-014                      **Location:** 100 Blk N. Bellwood Rd.  
**Request:** Residential Storage Facility

**Specific Evaluation Criteria.** Has the applicant provided the following specific items necessary for consideration of a Residential Storage Facility? For any item indicated as "NO", compliance with the condition(s) should be required prior to approval or recognized as a reason for denial.

	YES	NO
<i>The parcel shall be in fee simple ownership.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>The structure shall be of compatible construction with surrounding area.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>The maximum size allowed is 3,000 sq.ft.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>No outdoor storage is allowed except as specifically provided otherwise.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Minimum lot size shall be the same as for a single-family residence.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Storage of vehicles shall not be in the front yard.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Outside lighting shall be designed to prevent direct glare on adjoining residences.</i>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Setbacks shall be a minimum the same as single family dwellings.</i>	<input type="checkbox"/>	<input type="checkbox"/>

**General Evaluation Criteria.** Has the applicant demonstrated that their proposal can comply with the following general conditional use evaluation criteria? For any item indicated as "NO", condition(s) may be added to bring the proposal into compliance.

	YES	NO
Adequate transportation access to the site exists.	<input type="checkbox"/>	<input type="checkbox"/>
The use will not significantly detract from the character of the surrounding area.	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous safety conditions will not result.	<input type="checkbox"/>	<input type="checkbox"/>
The use will not generate significant noise, odor, glare, or dust.	<input type="checkbox"/>	<input type="checkbox"/>
Excessive traffic of parking problems will not result.	<input type="checkbox"/>	<input type="checkbox"/>
The use will not create significant visual impacts for adjoining properties or passersby.	<input type="checkbox"/>	<input type="checkbox"/>

**Required Findings.** All decisions regarding a conditional use permit application shall not be approved or denied unless each of the following findings has been made. A motion and vote on each finding is necessary. In order for the conditional use permit to be granted, all three (3) findings must be satisfied.

	YES	NO
<b>Motion 1:</b> The development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.	<input type="checkbox"/>	<input type="checkbox"/>

Supporting Fact(s): \_\_\_\_\_

<b>Motion 2:</b> That the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

Supporting Fact(s): \_\_\_\_\_

<b>Motion 3:</b> That the location and character of the development in accordance with conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------

Supporting Fact(s): \_\_\_\_\_

**Additional Conditions.** Specific conditions attached to the application that ensure conformance with the zoning district, other county ordinances or that address the project's impacts to the surrounding area.

Condition 1: \_\_\_\_\_

Condition 2: \_\_\_\_\_

Additional Conditions: \_\_\_\_\_

**Permit Decision.** A simple majority vote is only needed. Note that vacant seats and disqualified members are not counted in computing majority.

**MOTION TO:** GRANT ☐ DENY ☐ CONTINUE ☐

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Agricultural Advisory Board  
**DATE:** March 24, 2017  
**SUBJECT:** Consider Approval of Applications for Voluntary Agricultural District Programs

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Memorandum	3/24/2017	Cover Memo
Application - Morgan	3/24/2017	Cover Memo
Application - Starnes	3/24/2017	Cover Memo

**To: Rowan County Board of Commissioners**

**From: Agricultural Advisory Board**

**Re: Applications for the Voluntary Agricultural District Program and the Enhanced Voluntary Agricultural District Program**

The Agricultural Advisory Board has received the following application for the Voluntary Agricultural District Program:

Christopher and Christine Morgan 19.81 acres Miller Road, China Grove NC

8 acres Cress School Road, China Grove NC

33 acres Cooper Road, Salisbury NC

The Agricultural Advisory Board also received the following application for the Enhanced Agricultural District Program.

L. Kim and Connie Starnes 33.57 acres Long Ferry Road, Salisbury NC

4.28 acres Long Ferry Road, Salisbury NC

4.46 acres Long Ferry Road, Salisbury NC

The Agricultural Advisory Board has met on 2/16/2017 and determined that the above applications meet the requirement of the Voluntary Agricultural District and the Enhanced Voluntary Agricultural District Programs. We recommend to you that the above applications be approved.

Thank you for your consideration.

Kim Starnes, Chairman, Agricultural Advisory Board



## ROWAN COUNTY FARMLAND PRESERVATION PROGRAM APPLICATION

Instructions: Please complete the form as completely and accurately as possible. Property information can be found at the Rowan County GIS & Tax Map webpage or by visiting the Rowan County Register of Deeds office.

**\* Required Information**

*Please fill out separate applications for different parcels*

**APPLICANT:**

\*Name: Christopher Wayne Morgan  
\*Address: 2045 Miller Road  
\*City: China Grove, NC. Zip Code 28023  
\*Phone number: (Home) 704-857-9303 (Work) 704-239-4919

**PROPERTY INFORMATION:** See attachment

*Number of acres: _____	*Map: _____	*Parcel: _____
*Number of acres: _____	*Map: _____	*Parcel: _____
*Number of acres: _____	*Map: _____	*Parcel: _____
*Number of acres: _____	*Map: _____	*Parcel: _____
*Number of acres: _____	*Map: _____	*Parcel: _____

\*Is all land listed for agricultural use taxation with the Rowan County Tax Assessor? Yes ☒ No \_\_\_\_\_

\*Owner(s) Name as listed on deed: \_\_\_\_\_

\*Property address: \_\_\_\_\_

\*Is this land managed in accordance to a NRCS or NCFS plan? Yes ☒ No \_\_\_\_\_

\*Have you reviewed the requirements of the Rowan County Farmland Preservation Program? Yes ☒ No \_\_\_\_\_

\*Which program do you wish to participate in? ☒ Volunteer Ag District \_\_\_\_\_ Enhanced Volunteer Ag District

By signing this application, you are verifying that you have met the above listed requirements of the Rowan County Voluntary Farmland Preservation Program.

\*Signature(s): Chris Morgan Date: 7-12-16

Christine Morgan  
Direct inquiries and submit applications to:  
Rowan County Cooperative Extension  
2727-A Old Concord Rd  
Salisbury, NC 28146 Telephone: 704-216-8970



Parcel Number	Acres	Address	Owners
110 070 ✓	19.81	Miller Road China Grove NC	Chistopher Wayne Morgan/Christine Morgan
110 032 <i>Farmstead (Not in PUV)</i>	5.19	Miller Road China Grove NC	Christopher Wayne Morgan
110 035000001 //	0.94	Miller Road China Grove NC	Christopher Wayne Morgan
110 068 //	0.96	Miller Road China Grove NC	Chistopher Wayne Morgan/Christine Morgan
110 001 //	0.94	Miller Road China Grove NC	Chistopher Wayne Morgan/Christine Morgan
479 026 ✓	8	Cress School Road China Grove NC	Chistopher Wayne Morgan/Christine Morgan
208 007 ✓	33	Cooper Road Salisbury NC	Christopher Wayne Morgan



ROWAN COUNTY FARMLAND PRESERVATION PROGRAM  
APPLICATION

Instructions: Please complete the form as completely and accurately as possible. Property information can be found at the Rowan County GIS & Tax Map webpage or by visiting the Rowan County Register of Deeds office.

\* **Required Information**

Please fill out separate applications for different parcels

**APPLICANT:**

\*Name: Lawson Kim & Connie Miller Starnes  
\*Address: 1020 Leonard Rd  
\*City: Salisbury NC, NC. Zip Code 28146  
\*Phone number: (Home) 704-637-1805 (Work) 704-640-5875

**PROPERTY INFORMATION:**

*Number of acres: <u>35.57</u>	*Map: <u>603</u>	*Parcel: <u>115</u>
*Number of acres: _____	*Map: _____	*Parcel: _____
*Number of acres: _____	*Map: _____	*Parcel: _____
*Number of acres: _____	*Map: _____	*Parcel: _____
*Number of acres: _____	*Map: _____	*Parcel: _____

\*Is all land listed for agricultural use taxation with the Rowan County Tax Assessor? Yes ☒ No ☐

\*Owner(s) Name as listed on deed: Lawson Kim & Connie Miller Starnes

\*Property address: Long Ferry Rd & Stoner Morgan Rd

\*Is this land managed in accordance to a NRCS or NCFS plan? Yes ☒ No ☐

\*Have you reviewed the requirements of the Rowan County Farmland Preservation Program? Yes ☒ No ☐

\*Which program do you wish to participate in? ☐ Volunteer Ag District ☒ Enhanced Volunteer Ag District

By signing this application, you are verifying that you have met the above listed requirements of the Rowan County Voluntary Farmland Preservation Program.

\*Signature(s): L. Kim Starnes Connie M. Starnes Date: 2-13-16

Direct inquiries and submit applications to:  
Rowan County Cooperative Extension  
2727-A Old Concord Rd  
Salisbury, NC 28146 Telephone: 704-216-8970





ROWAN COUNTY FARMLAND PRESERVATION PROGRAM  
APPLICATION

Instructions: Please complete the form as completely and accurately as possible. Property information can be found at the Rowan County GIS & Tax Map webpage or by visiting the Rowan County Register of Deeds office.

*\* Required Information*

*Please fill out separate applications for different parcels*

**APPLICANT:**

\*Name: LAWSON Kim + Connie Miller Starnes  
\*Address: 1020 Leonard Rd  
\*City: Salisbury NC, NC. Zip Code 28146  
\*Phone number: (Home) 704-637-1805 (Work) 704-640-5875

**PROPERTY INFORMATION:**

*Number of acres: <u>4.28</u>	*Map: <u>603</u>	*Parcel: <u>040</u>
*Number of acres: <u>4.46</u>	*Map: <u>603</u>	*Parcel: <u>122</u>
*Number of acres: _____	*Map: _____	*Parcel: _____
*Number of acres: _____	*Map: _____	*Parcel: _____
*Number of acres: _____	*Map: _____	*Parcel: _____

\*Is all land listed for agricultural use taxation with the Rowan County Tax Assessor? Yes ☒ No \_\_\_\_\_

\*Owner(s) Name as listed on deed: LAWSON Kim + Connie Miller Starnes

\*Property address: Long Ferry Rd

\*Is this land managed in accordance to a NRCS or NCFS plan? Yes ☒ No \_\_\_\_\_

\*Have you reviewed the requirements of the Rowan County Farmland Preservation Program? Yes ☒ No \_\_\_\_\_

\*Which program do you wish to participate in? \_\_\_\_\_ Volunteer Ag District ☒ Enhanced Volunteer Ag District

By signing this application, you are verifying that you have met the above listed requirements of the Rowan County Voluntary Farmland Preservation Program.

\*Signature(s): L Kim Starnes Connie M. Starnes Date: 2-13-16

Direct inquiries and submit applications to:  
Rowan County Cooperative Extension  
2727-A Old Concord Rd  
Salisbury, NC 28146 Telephone: 704-216-8970



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** County Manager Aaron Church  
**DATE:** March 24, 2017  
**SUBJECT:** I-85 Water and Sewer Casings Task Order

---

Attached is a Task Order from McGill Engineers to begin the process of installing casings for water and sewer under I-85 at the proposed interchange on the south end of Rowan County. A map is also attached to clarify what is included in the scope of services.

Authorize County Manager to execute the Task Order.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Task Order	3/24/2017	Cover Memo
Map	3/24/2017	Cover Memo



## TASK ORDER NO. \_\_

This **TASK ORDER NO. \_\_** dated the \_\_\_\_\_, day of April 2017, is a supplement to the **MASTER SERVICES AGREEMENT** between the Rowan County, North Carolina, dated February 19, 2016 hereinafter referred to as OWNER and McGill Associates, P.A., hereinafter referred to as "ENGINEER". The purpose of this Task Order is to authorize the ENGINEER to provide services for the "PROJECT" entitled: Proposed I-85 Interchange Water and Sewer Casings.

### **SECTION 1 - PROJECT DESCRIPTION:**

The project can generally be described as installing casing pipes for future water and sewer lines under I-85 and the proposed interchange to be constructed by NCDOT for the Old Beatty Ford Relocation. The first element in the work will include installation of three (3) gravity sewer casing pipes under I-85 for a future gravity sewer lines to serve areas east of I-85. The second element will include installation of one (1) potable water line casing pipe under I-85 for a future water line to serve areas east of I-85. The remaining element will be casings for future gravity sewer and sewer force main parallel to Cold Water Creek under the future Old Beatty Road and the on ramp and off ramps for the proposed interchange west of I-85. To verify correct vertical and horizontal alignments of these facilities, preliminary design (including survey) will be necessary from Daugherty Road, south to a proposed pump station to be located along Cold Water Creek.

### **SECTION 2 - SCOPE OF SERVICES:**

The Engineer shall provide all professional services (the "Services") for the Project including, performance of the following:

Preliminary sewer routing study, route surveying, stream and wetland delineations along the proposed route, gravity sewer line and sewer force main preliminary design in the area described above and permitting with NCDOT <u>only</u> . Once design alignments have
--



been approved, easement mapping will be prepared for the route. Refer to the attached map showing the proposed work elements.

Services do not include funding applications or administration, environmental documents, subsurface investigation, easements or property acquisition assistance, final design, other permitting, bidding and construction phase services.

### **SECTION 3 – COMPENSATION**

The Owner shall pay the Engineer for services outlined in Task Order No. \_\_\_ the following Not to Exceed, Lump Sum amount of **\$87,000.00**

### **SECTION 4 - MISCELLANEOUS**

Except as otherwise provided herein, this Task Order supersedes all prior written or oral understanding of the parties and may only be changed by a written amendment executed by both parties.

### **SECTION 5 – AUTHORIZATION TO PROCEED**

**IN WITNESS WHEREOF, and as AUTHORIZATION TO PROCEED** the parties execute below this Task Order No. \_\_\_ in duplicate originals:

**EXECUTED** this \_\_\_\_\_ day of April, 2017.

**McGill Associates, P.A.**

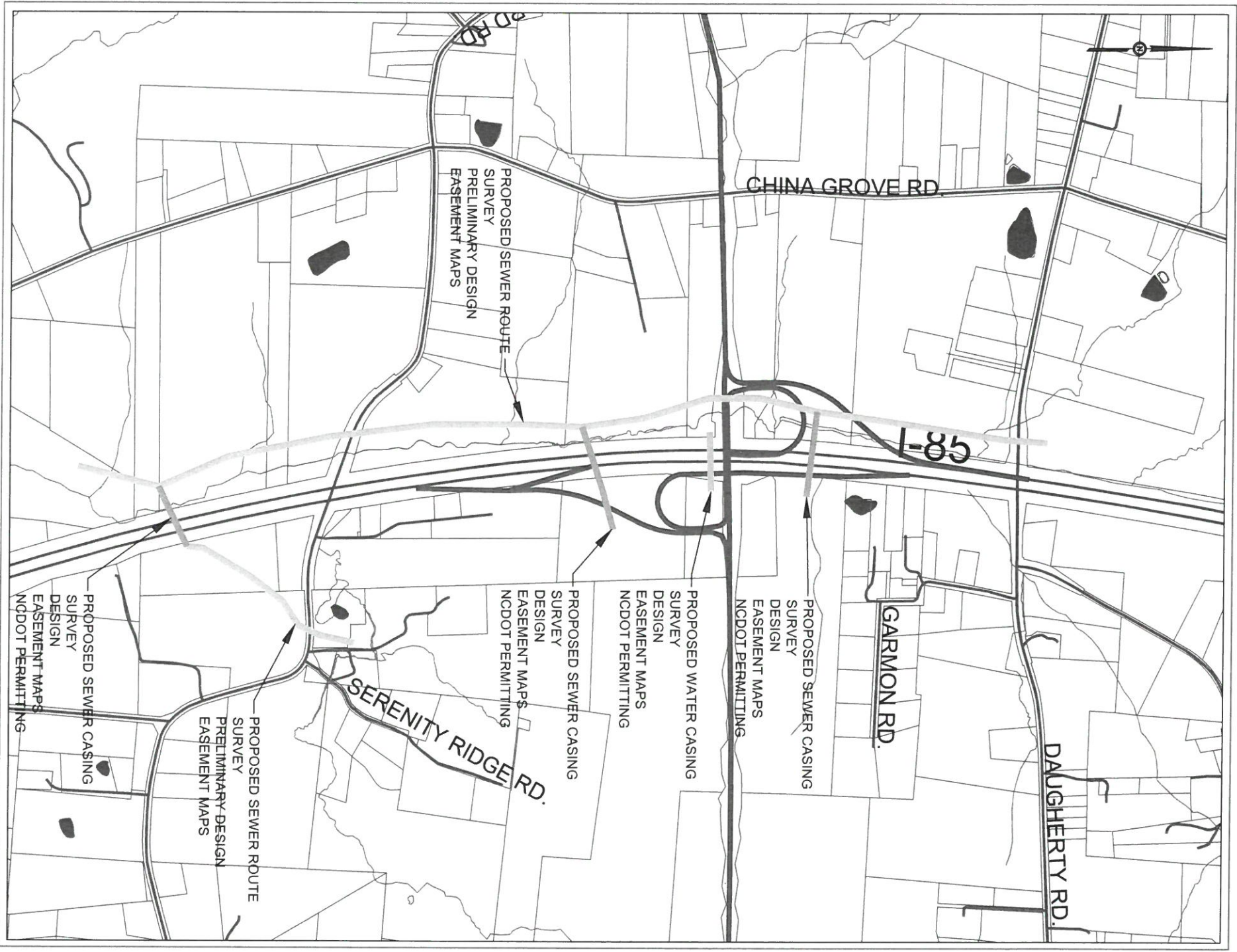
\_\_\_\_\_  
Andy C. Lovingood, P.E.  
Principal – Vice President

**Rowan County**

By: \_\_\_\_\_  
Aaron Church  
County Manager

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

By: \_\_\_\_\_  
Leslie Heidrick  
Assistant County Manager,  
Finance Director



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Finance Department  
**DATE:** March 27, 2017  
**SUBJECT:** Budget Amendments

---

Please see attached budget amendments.

Please approve attached budget amendments.

**ATTACHMENTS:**

**Description**

Budget Amendments

**Upload Date**

3/27/2017

**Type**

Budget Amendment

**ROWAN COUNTY**

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

### EXPLANATION IN DETAIL:

To budget \$10,000 bequest to the Rowan County Animal Shelter from the late Marion N. Purcell

Prepared by: \_\_\_\_\_

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

**BUDGET INFORMATION:**

Reviewed:\_\_\_\_\_

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
Animal Shelter Donations	R	1146430-464023	10,000	
F/A - Equipment	E	1156430-576030	6,500	
Other Small Equipment	E	1156430-561095	3,500	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____ ✓		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: _____ 8/27/17		Date: _____	Posted by: _____	
Signature: P. Heidrick		Signature: _____	Approved by: _____	

WOODSON, SAYERS, LAWTHER,  
SHORT, PARROTT & ABRAMSON, L.L.P.  
ATTORNEYS AND COUNSELLORS AT LAW  
225 NORTH MAIN STREET, SUITE 200  
POST OFFICE BOX 829  
SALISBURY, NORTH CAROLINA 28145-0829

WALTER H. WOODSON 1875-1964

DONALD D. SAYERS\*  
F. RIVERS LAWTHER, JR.  
CARL M. SHORT, JR.  
S. EDWARD PARROTT  
ANDREW J. ABRAMSON\*  
KELLY LESSO COPE  
J. GRAHAM CORRIHER

TELEPHONE (704) 633-5000  
TELEFAX (704) 637-2388

\*OF COUNSEL  
\*ALSO ADMITTED IN FLORIDA

March 8, 2017

Rowan County Animal Shelter  
1465 Julian Road  
Salisbury, NC 28146

RE: Estate of Marion N. Purcell

To Whom It May Concern:

Enclosed you will find an estate check in the amount of \$10,000.00, which is your bequest under the Will of the late Marion N. Purcell.

Sincerely,

*S. Edward Parrott*

S. Edward Parrott  
Executor

SEP:dnr

Enclosure

1146430 - 464023

ESTATE OF MARION N PURCELL  
S EDWARD PARROTT EXECUTOR  
PO BOX 829  
SALISBURY, NC 28145-0829

66-364  
531 6

1010


DATE 3-8-2017

Rowan County Animal Shelter

PAY TO THE ORDER OF

\$ 10,000.00----

Ten Thousand and 00/100-----

DOLLARS  Security Features  
Included.  
Details on Back.



GRANITE QUARRY, NC 28072

MEMO Bequest

*S. Edward Parrott*

⑆053103640⑆ 3123995⑆ 1010







# North Carolina Department of Public Safety

## Emergency Management

Roy Cooper, Governor  
Erik Hooks, Secretary

Michael A. Sprayberry, Director

February 23, 2017  
**NORTH CAROLINA TIER II GRANT**

**Fiscal Year 2017**  
**Grant #: TIER II-2017**

### **SUB AWARD NOTIFICATION**

Name: Frank Thomason	Period of Performance: 1/1/2017 to 12/31/2017
Sub-recipient: Rowan County EM	Project Title(s): Enhanced Hazard Chemical Facility Planning
Address: 2727 Old Concord Rd. Suite E	Total Amount of Award: \$8,000.00
Address: Salisbury, NC 28146	MOA#: 1703

I am pleased to inform you that your county has been awarded a 2017 Tier II Competitive Grant in the amount of [\$8,000.00].

These funds are to be used by your county's Local Emergency Planning Committee (LEPC) for hazardous materials emergency response planning, training, and related exercises. Attached is a Memorandum of Agreement (MOA) which must be signed and returned to North Carolina Emergency Management (this can be completed online via DocuSign).

Only one recipient signatory is required, the remaining lines are there for your convenience should your county have internal policies that require multiple signatories.

If you have any questions or need further assistance please contact:

NCEMGrants1@ncdps.gov  
North Carolina Emergency Management  
Mail: 4105 Reedy Creek Drive, Raleigh, NC 27607  
Phone: (919) 825-2332

Callion L. Maddox  
Homeland Security Grants Branch Manager

**GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE**

**MAILING ADDRESS**  
4105 Reedy Creek Drive  
Raleigh NC 27607  
www.readync.org  
www.ncdps.gov



**OFFICE LOCATION**  
1636 Gold Star Drive  
Raleigh, NC 27607-3371  
Telephone: (919) 825-2500  
Fax: (919) 825-2685

# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

**EXPLANATION IN DETAIL:** To budget One NC Fund grant for Agility Fuel Systems

Prepared by: \_\_\_\_\_

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

**BUDGET INFORMATION:**

Reviewed: \_\_\_\_\_

ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
State Incentive Grant	R	1144805-434016	300,000	
State Incentive Grant	E	1154805-585002	300,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: ✓ _____		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: 3/24/17 _____		Date: _____	Posted by: _____	
Signature: R. Heidrick		Signature:	Approved by: _____	

# COMPANY PERFORMANCE AGREEMENT

## THE ONE NORTH CAROLINA FUND

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This Company Performance Agreement (the “CPA”) is effective the 19<sup>th</sup> day of December, 2014 (the “Effective Date”), by, between, and among AFS MFG LLC, a Delaware limited liability company authorized to do business in North Carolina (the “Company”), Agility Fuel Systems, Inc., a Delaware corporation authorized to do business in North Carolina (the “Related Member Party”), Agility Fuel Systems, Inc., a Delaware corporation (the “Guarantor,”), who, together with the Company shall be jointly and severally liable for the obligations under this CPA, and the County of Rowan, North Carolina (the “Local Government,” and together with the Company, the Related Member Party, and the Guarantor, the “Parties”). The Company, the Related Member Party, and the Guarantor are hereinafter collectively referred to as the “Company Parties,” and each a “Company Party”).

### WITNESSETH:

**WHEREAS**, the Local Government has applied for a One North Carolina Fund grant from the North Carolina Department of Commerce (the “DOC”); and

**WHEREAS**, a One North Carolina Fund grant award in the amount of Three Hundred Thousand Dollars (\$300,000) (the “Grant”) has been negotiated and agreed to by DOC and the Parties; and

**WHEREAS**, the Grant has been approved by DOC for disbursement to the Local Government pursuant to the terms of the One North Carolina Fund Local Government Grant Agreement between the Local Government and the DOC (the “LGGA”); and

**WHEREAS**, the Grant is to be used by the Company toward the goal of creating one hundred forty nine (149) new jobs (the “Target New Jobs”) which shall be permanent full-time jobs (each, a “New Job”) and Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the “Target Investment”) in new investment in the State of North Carolina; and

**WHEREAS**, the Related Member Party will be responsible for some of the performance required by this CPA and the benefits thereof are defined solely between the Company and the Related Member Party; and

*One NC Company Performance Agreement  
AFS MFG LLC / Rowan County  
New Jobs Only  
Company+Related Member+Guarantor  
Form 9-1-12*

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
NC Science Museum Grant	R	1146440-434080	61,913	
Salaries: Part-time	E	1156440-510015	13,690	
Medicare Tax	E	1156440-520010	199	
Social Security Tax	E	1156440-520020	849	
Worker's Compensation	E	1156440-520025	262	
Tech Serv - Serv & Maint	E	1154160-534030	10,000	
C/A: Other Improvements	E	1156440-574000	31,913	
Educational Supplies	E	1156440-561015	5,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____ ✓ _____		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: _____ 3 / 27 / 17 _____		Date: _____	Posted by: _____	
Signature: E. Heidrich		Signature:	Approved by: _____	



**Attachment B**  
**Line Item Budget and Narrative**

NC Science Museums Grant Program  
Rowan County Dan Nicholas Wildlife and Nature Center  
Fiscal Year: July 1-June 30

**Grant Budget**

- 1) Part-Time Staff Expansion** **\$15,000**  
1,875 hours x \$8/hour. This will increase the number of direct education hours available to visitors by 375%! This includes 1:1 and group guided tours as well as Summer Day Camp.
- 2) Interactive Website "App" Development** **\$10,000**  
Staff time, consulting fees, training, equipment & graphics purchase, licensing fees, etc. This will efficiently and effectively increase museum outreach and capacity by providing another platform for freely accessing the nature center and implementing part of the center's technological vision.
- 3) NC Native Wildlife Exhibit Improvements** **\$31,912.92**  
Groundhog Exhibit: Housing and Educational Graphics = \$28,912.92  
Great Horned Owl Exhibit: Housing and Educational Graphics = \$3,000  
Exhibit improvements will address visitor survey data reflecting that visitors were underwhelmed by these outdated exhibits and spent much less time with them than others.
- 4) Educational Supplies and Equipment Updates** **\$5,000**  
Video Microscopes= \$1,000  
Aquatic Field Study Equipment Kits = \$800  
Field Guide Classroom Sets x 3= \$1,200  
Nature Study Backpack Kits = 2,000  
These offerings will diversify and deepen the educational experience of guests—especially children—and provide them with more updated, interactive activities to supplement exhibits and classroom curriculum.

**BUDGET TOTAL: \$61,912.92**



December 7, 2016

Kellie Cartwright  
130 West Innes St.  
Salisbury, NC 28144  
kellie.cartwright@rowancountync.gov

Dear Ms. Cartwright,

Session Law 2016-94, Appropriations Act 2016, SECTION 16.5. G.S. 143B-135.227 allows for a grant award to your agency through the North Carolina Science Museums Grant Program as administered by the North Carolina Museum of Natural Resources in the amount of **\$61,912.92**.

General Statute § 143C-6-21-23, Use of State funds by non-State entities, requires any agency awarding funds to enter into a contract with the recipient/organization. Before we can prepare a contract for your award, we must have the following information from your agency:

1. Line-item measurable goals, and metrics for each goal, for each project or activity that will benefit from awarded funds.
2. A line-item budget and budget narrative for these funds. Please note that expenditures of State funds are now subject to Cost Principles. For reference, see the Federal Office of Management and Budget (OMB) Circular A-87.  
[http://www.whitehouse.gov/omb/grants\\_circulars/](http://www.whitehouse.gov/omb/grants_circulars/)

We must document your agency's fiscal year: i.e. January 1 - December 31, July 1 - June 30, etc. Please identify your fiscal year at the top of the line-item budget and narrative attachment.

3. A "Conflict of Interest Policy" addressing conflicts of interest that may arise involving your agency's management, employees, and governing body. The policy should address situations in which any of these individuals may directly or indirectly benefit, except as employees or members of the governing body, from the disbursing of State funds, and shall include actions to be taken by the agency, to avoid conflicts of interest and the appearance of impropriety.

You can submit the documentation via either US mail, or email. If you are submitting via email, please be sure each item noted above is a separate attachment.

naturalsciences.org

11 West Jones Street Raleigh NC 27601 919.707.9800 Emlyn Koster, PhD, Director

North Carolina Department of Natural and Cultural Resources Susan W. Kluttz, Secretary Pat McCrory, Governor

Kevin L. Butler /

Account Inquiry - Munis [Rowan County]

HOME

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Confirm Search Actions Output Office Tools Meru

Account

Fund: 1010 GEN FD Acct: 1010-42-4244-4400-4410-0000-353-4-453085-  
 Org: 11444105 SO LCL REV Acct name: FINGERPRINTING Account Notes  
 Object: 453085 FINGERPRIN Type: Revenue Status: Active  
 Project: MultiYr Fund

4 Year Comparison History

Yr/Per 2017/08	Fiscal Year 2017	Fiscal Year 2016	Fiscal Year 2015	Fiscal Year 2018
Original Budget	-21,000.00	-20,000.00	-20,000.00	.00
Transfers In	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	-21,000.00	-20,000.00	-20,000.00	.00
Actual (Memo)	-24,355.00	-29,015.00	-21,420.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	3,355.00	9,015.00	1,420.00	.00
Percent used	115.98	145.08	107.10	.00

24,355. ÷  
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 12,401. \*

Account Inquiry - Munis [Rowan County]

HOME

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Confirm Search Actions Output Office Tools

Account

Fund 1010 GEN FD Acct 1010-42-4244-4400-4410-0000-000-4-420003-  
 Org 1144410 SO AD REV Acct name CONCEALED WEAPON PERMIT Account Notes  
 Object 420003 CONCEAL WP Type Revenue Status Active  
 Project MultiYr Fund

4 Year Comparison History

Yr/Per 2017/08	Fiscal Year 2017	Fiscal Year 2016	Fiscal Year 2015	Fiscal Year 2018
Original Budget	-185,000.00	-180,000.00	-180,000.00	.00
Transfers In	.00	-50,000.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	-185,000.00	-230,000.00	-180,000.00	.00
Actual (Memo)	-203,150.00	-249,905.00	-163,305.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	18,150.00	19,905.00	-16,695.00	.00
Percent used	109.81	108.65	90.73	.00

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203,150 ÷  
 8.75 ×  
 12 =  
 278,605 \*

278,605 +  
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03/26/2017 17:43  
HeidrickL

Rowan County  
G/L ACCOUNT - MASTER INQUIRY

P 1  
glactinq

Org code: 1154410 SHERIFF ADMIN EXPENDITURES  
Object code: 590053 STATE FEES-CONCEALED WPNS  
Project code:

Type: E  
Status: A  
Budgetary: Y

Fund 1010 GENERAL FUND  
Function 42 PUBLIC SAFETY  
Sub Function 4244 SHERIFF  
Department 4400 SHERIFF'S OFFICE  
Division 4410 SHERIFF ADMINISTRATION  
Program 0000 NON PROGRAM  
Activity 000 NON ACTIVITY  
Type 5 EXPENDITURES

Full description: STATE FEES-CONCEALED WPNS  
Reference Acct:

Short desc: CONCEAL WP  
Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	101,750.00
02	12,395.00	.00	.00	.00
03	13,835.00	.00	.00	.00
04	10,690.00	.00	.00	.00
05	14,095.00	.00	.00	.00
06	10,695.00	.00	.00	.00
07	22,169.00	.00	.00	.00
08	14,340.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	98,219.00	.00	.00	101,750.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	98,219.00	Original Budget	101,750.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	98,219.00	Carry Fwd Budget	.00
Available Budget	3,531.00	Carry Fwd Bud Tfr	.00
Percent Used	96.53	Revised Budget	101,750.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	101,750.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	101,750.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	101,750.00

98,219. ÷  
8. x  
12. =  
147,328. \*

101,750. +  
66,625. +  
168,375. \*



# ROWAN COUNTY

NORTH CAROLINA

03/26/2017 17:48  
HeidrickL

Rowan County  
G/L ACCOUNT - MASTER INQUIRY

P 1  
glactinq

Org code: 1154410 SHERIFF ADMIN EXPENDITURES  
Object code: 510015 SALARIES-PART TIME  
Project code:

Type: E  
Status: A  
Budgetary: Y

Fund 1010 GENERAL FUND  
Function 42 PUBLIC SAFETY  
Sub Function 4244 SHERIFF  
Department 4400 SHERIFF'S OFFICE  
Division 4410 SHERIFF ADMINISTRATION  
Program 0000 NON PROGRAM  
Activity 000 NON ACTIVITY  
Type 5 EXPENDITURES

Full description: SALARIES-PART TIME  
Reference Acct:

Short desc: SAL-PT  
Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	75,000.00
02	14,959.23	.00	.00	.00
03	17,159.83	.00	.00	.00
04	11,215.20	.00	.00	.00
05	7,109.14	.00	.00	.00
06	6,976.03	.00	.00	.00
07	6,876.96	.00	.00	.00
08	8,286.59	.00	.00	.00
09	8,215.65	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	80,798.63	.00	.00	75,000.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	80,798.63	Original Budget	75,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	80,798.63	Carry Fwd Budget	.00
Available Budget	-5,798.63	Carry Fwd Bud Tfr	.00
Percent Used	107.73	Revised Budget	75,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	75,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	75,000.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	75,000.00

80,799. ÷  
18. x  
26. =  
116,709. \*  
  
75,000. +  
36,515. +  
111,515. \*



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Local Incentives	E	1154112-584001		9,100
Transfer to Fund 203	E	1154112-595203	9,100	
CDBG-ED 2016-2587	R	2344850-431013	180,935	
Transfer from Fund 101	R	2344850-491101	9,100	
CDBG-ED 2016-2587	E	2354850-590036	190,035	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved: _____ ✓		Approved: _____	Budget Revision # _____	
Disapproved: _____		Disapproved: _____	Date Posted: _____	
Amended: _____		Amended: _____	Group Number: _____	
Date: _____ 3/27/17		Date: _____	Posted by: _____	
Signature: P. Heidrick		Signature: _____	Approved by: _____	

The North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina ("State"), enters into this Rural Economic Development Grant Agreement ("Grant Agreement") with **Rowan County** (the "Governmental Unit" and, together with Commerce, the "Parties").

WHEREAS, the North Carolina General Assembly ("General Assembly") has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority ("Rural Authority") to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement's Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")), the Rural Authority has approved a grant (the "Grant") to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that ~~Town Creek~~ *Towncreek* Enterprises, LLC (the "Owner") owns certain real property located at:

1320 Litton Road  
Salisbury, NC 28147

in **Rowan** County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
  - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
  - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment ("LBC") in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
  - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
  - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs ("New Jobs") to complete the Project as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver"), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of access, review or monitoring and Commerce's rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.
- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the

Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on 6/23/2016 ("Effective Date") and shall terminate on 6/23/2018 unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed \$180,935.00 for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Carolyn Barger, Clerk to the Board  
**DATE:** 3-27-17  
**SUBJECT:** Consider Approval of Board Appointments

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Consider Approval of Board Appointments	3/27/2017	Cover Memo

**MONTHLY BOARD APPOINTMENTS**  
**April 3, 2017**  
**COMMISSION MEETING**

---

**AGRICULTURAL ADVISORY BOARD**

There are two (2) vacancies and the following application has been received:

- Randall Dale Ellum for reappointment in the role as Farmer. In order to reappoint Mr. Ellum, the Board would need to waive the term limits set forth in the September 2012 Resolution.

The term is for three (3) years beginning May 1, 2017 and expiring April 30, 2020.

**HISTORIC LANDMARKS COMMISSION**

There are two (2) at large vacancies and the following application has been received:

- Karen Hobson

The term is for three (3) years beginning May 1, 2017 and expiring April 30, 2020.

**ADULT CARE HOME ADVISORY COMMITTEE**

There are ten (10) at large vacancies and the following application has been received:

- James Darrell Rollins

The term is for one (1) year beginning May 1, 2017 and expiring April 31, 2018.

**PERSONNEL COMMISSION**

Shawn Edman applied to serve on the Personnel Commission; however, Mr. Edman's county of residence is Iredell County.

Based on the residency requirements in the Board of Commissioners Resolution for the Rowan County Appointment Process for Boards and Commissions, Chairman Edds asked the Clerk to advertise for additional applications. No further applications were received.

There is one (1) at large vacancy and the Board is asked to consider whether it wishes to waive the residency requirement and appoint Mr. Edman. The term would be April 1, 2017 through March 31, 2021.

**ELLIS CROSS COUNTRY VFD FIRE COMMISSIONERS**

There are three (3) at large vacancies and the following applications have been received:

- David Andrew Braun for reappointment
- Steven Neal Mock
- James Hartman
- Marc Christopher Fries

The terms are for two (2) years beginning May 1, 2017 and expiring April 30, 2019.

## **ENOCHVILLE VFD FIRE COMMISSIONERS**

- John Sims has resigned and Jonathan Jenkins has submitted an application to fill the vacancy. The term expires August 31, 2017 at which time Mr. Jenkins would be eligible to serve a full term.

### **Current Vacancies**

Adult Care Home Advisory Committee – 9 Vacancies  
City of Salisbury Zoning – ETJ 2 Vacancies  
Historic Landmarks Commission – 1 Vacancy  
Home and Community Care Block Grant – 1 Vacancy for Member of Region F Advisory Committee  
Industrial Facilities and Pollution Control Finance Authority – 3 Vacancies  
Nursing Home Advisory Committee – 3 Vacancies  
Region F Advisory Committee – 1 Vacancy  
Therapeutic Recreation Board – 1 Vacancy

### **Terms ending June 30, 2017**

Adult Care Home Advisory Committee – 1 Vacancy  
Airport Advisory Board – 2 Vacancies  
Atwell Township VFD Fire Commissioners – 3 Vacancies  
Board of Social Services – 2 Vacancies  
Centralina Workforce Development Board – 1 Vacancy  
Home and Community Care Block Grant Advisory Committee – 2 Vacancies  
Jury Commission – 2 Vacancies  
Juvenile Crime Prevention Council – 5 Vacancies  
Liberty VFD Fire Commissioners – 3 Vacancies  
Locke VFD Fire Commissioners – 2 Vacancies  
Miller Ferry VFD Fire Commissioners – 3 Vacancies  
Region F Aging Advisory Committee – 2 Vacancies  
Rockwell Rural VFD Fire Commissioners – 3 Vacancies  
Rowan Transit System Advisory Committee – 2 Vacancies  
Rowan-Cabarrus Community College Board of Trustees – 1 Vacancy  
Tourism Development Authority – 1 Vacancy  
Union VFD Fire Commissioners – 3 Vacancies  
Zoning Board of Adjustment – 1 Vacancy



Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8180  
FAX: 704-216-8195

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> Randall Dale Ellum	<b><u>Date:</u></b> 02/28/2017
<b><u>Address:</u></b> 2085 Lake Road	<b><u>Home Phone:</u></b> 704-636-2459
<b><u>City, State, Zip:</u></b> Salisbury, North Carolina 28146	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> rellum@jamesriverequipment.com	<b><u>Work Phone:</u></b> 704-636-2671
<b><u>Education:</u></b> Graduate of Catawba College with a B.A. degree in Business Administration	
<b><u>Current Employer:</u></b> James River Equipment	<b><u>Occupation:</u></b> Sales Manager
<b><u>I am interested in the following Board / Commission:</u></b> Agricultural Advisory Board	
<b><u>Recent Community Activities:</u></b> Firewood Ministry in coordination with Rowan Helping Ministries, Construction of Country Life Museum at Sloan Park as member/President of Carolina Antique Power Association, Rowan County Farm Bureau Board member, building handicapped bedroom/bathroom for child with cerebral palsy.	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I have worked at the John Deere store in Salisbury for nearly 49 years interacting with agricultural customers. I have close ties with the farming community, and as a small scale farmer myself, feel that I have a unique understanding of the needs and concerns of farmers.	
<b><u>Have you ever been convicted of a felony:</u></b> No	

If the answer is yes above, please explain:

I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.

Initial: RDE

## **Ward, Jennifer R**

---

**From:** Ward, Jennifer R  
**Sent:** Monday, March 06, 2017 8:15 AM  
**To:** Ward, Jennifer R  
**Subject:** FW: Agricultural Adv Board - Expiring Terms April 2017

-----Original Message-----

From: [kim-4sfarms@carolina.rr.com](mailto:kim-4sfarms@carolina.rr.com) [mailto:[kim-4sfarms@carolina.rr.com](mailto:kim-4sfarms@carolina.rr.com)]  
Sent: Sunday, March 05, 2017 2:21 PM  
To: Ward, Jennifer R  
Subject: RE: Agricultural Adv Board - Expiring Terms April 2017

Jennifer,

As chairman of the Agricultural Advisory Board, I would like to request that the County Commissioners waive the term requirements for Randy Ellum so he can be re-appointed to our board. Randy is an important member of our board and I would hate to lose him as a member. Also we have a hard time finding replacements that are willing to serve and commit the time.

Thanks for your consideration,

Kim Starnes





Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8180  
FAX: 704-216-8195

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> Karen Hobson	<b><u>Date:</u></b> 03/10/2017
<b><u>Address:</u></b> 302 South Fulton St	<b><u>Home Phone:</u></b> 704-636-2126
<b><u>City, State, Zip:</u></b> Salisbury, NC 28144	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> karenhobson@earthlink.net	<b><u>Work Phone:</u></b> 704-636-0103
<b><u>Education:</u></b> B of Environmental Design in Architecture, NC State University  MBA, University of Chicago	
<b><u>Current Employer:</u></b> Historic Salisbury Foundation	<b><u>Occupation:</u></b> real estate, historic preservation
<b><u>I am interested in the following Board / Commission:</u></b> Historic Landmarks Commission	
<b><u>Recent Community Activities:</u></b> Current board member, Waterworks Visual Arts Center  Current board member, Downtown Salisbury, Inc.  Affiliated with Boy Scout Troop 448  Former board member, Historic Salisbury Foundation	

<p><b><u>Why do you feel you are qualified for this appointment:</u></b></p> <p>My background is in real estate, focusing in redevelopment and revitalization projects. I moved back to Rowan County 5 years ago and have been Executive Director of Historic Salisbury Foundation for the last year. I have a keen interest in historic preservation and how it can be used to strengthen Rowan County, its tourism and its economic development.</p>
<p><b><u>Have you ever been convicted of a felony:</u></b></p> <p>No</p>
<p><b><u>If the answer is yes above, please explain:</u></b></p>
<p><b><u>I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.</u></b></p> <p>Initial: KLH</p>



Rowan County Board of Commissioners  
 130 West Innes Street  
 Salisbury, NC 28144  
 704-216-8180  
 FAX: 704-216-8195

APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> JAMES DARRELL ROLLINS	<b><u>Date:</u></b> 02/16/2017
<b><u>Address:</u></b> 1120 PARTEE DR	<b><u>Home Phone:</u></b> 7042241817
<b><u>City, State, Zip:</u></b> CHINA GROVE, NC 28023	<b><u>County of Residence:</u></b> ROWAN
<b><u>Email:</u></b> JDROLLINSGP@YAHOO.COM	<b><u>Work Phone:</u></b>
<b><u>Education:</u></b> BA SOCIOLOGY LIVINGSTONE COLLEGE  MASTERS IN HEALTH ADMINISTRATION PFEIFFER UNIVERSITY  CURRENTLY WORKING ON PHD IN COMMUNITY HEALTH AND ADVOCACY AT WALDEN UNIVERSITY	
<b><u>Current Employer:</u></b> OPTUN SERVICES	<b><u>Occupation:</u></b> LICENSED HEALTH AGENT
<b><u>I am interested in the following Board / Commission:</u></b> Adult Care Home Advisory Committee	
<b><u>Recent Community Activities:</u></b> NOTARY PUBLIC, SERVE AS LOCAL CHRISSTIAN EDUCATION DRECTOR AT ROCK HILL AME ZION CHURCH, MEMBER OF THE AMERICAN PUBLIC HEALTH ASSOCIATION,	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I HAVE A STRONG COMAPASSION FOR PEOPLE BEING TAKEN CARE OF. I HAVE 15+ YEARS EXPERIENCE IN THE HEALTH FIELD DOING CASE MANAGEMENT, SUPERVISING AN ASSISTED LIVING,	

RESPONSIBLE FOR QUALITY ASSURANCE OF FACILITY, WORKING WITH MEDICARE AND MEDICAID INSURANCE AND BEING RESPONSIBLE FOR QUALITY CARE BEING DELIVERED TO INDIVIDUALS.

Have you ever been convicted of a felony:

No

If the answer is yes above, please explain:

I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.

Initial: JDR



Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8180  
FAX: 704-216-8195

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b>Name:</b> Shawn Edman	<b>Date:</b> 12/26/2016
<b>Address:</b> 130 S. Cromwell Dr.	<b>Home Phone:</b> 704-968-6938
<b>City, State, Zip:</b> Mooresville, NC 28115	<b>County of Residence:</b> Iredell
<b>Email:</b> sppeters@novanthealth.org	<b>Work Phone:</b>
<b>Education:</b> BS in Medical Imaging	
<b>Current Employer:</b> Novant Health	<b>Occupation:</b> Physician Liaison
<b><u>I am interested in the following Board/Commission:</u></b> Personnel Commission	
<b><u>Recent Community Activities:</u></b> Leadership Rowan	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I have supervised over 200 employees in my career and have dealt with many termination, appeals, reductions, etc. I have participated in EEOC hearings. I am very open minded and make my decisions based on facts, policies, and procedures.	
<b><u>Have you ever been convicted of a felony?</u></b> No	
<b><u>If the answer is yes above, please explain:</u></b>	
<b><u>I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.</u></b> Initial:se	



Advisory Board Application

Appointment Process



Interested individuals should obtain and submit an application to the County Manager's Office for consideration by the Board of Commissioners. Typically, applications are submitted to the Board during the first commission meeting in the month and must be received by the Clerk to the Board by 5pm the second Friday prior to the meeting. Please feel free to contact the Clerk to the Board at 704-216-8180 with any questions.

After the Commission meeting all applicants are notified of the Board's decision.

Application for Committee and Board Members

THIS APPLICATION IS PUBLIC RECORD

All fields with (\*) must be completed for successful submission.

**You must enter a valid email address. You will receive a copy of your application by email upon successful completion.**

First Name:\*

DAVID

Middle Name:

ANDREW

Last Name:\*

BRAUN

Date:\*

FEB 24, 2017

Select Date

Address:\*

113 AARON WAY

City:\*

SALISBURY

State:\*

NORTH CAROLINA

Zip Code:\*

28144

County of Residence:\*

ROWAN

Home Phone:

704-636-8786



Email Address:\*

DAVEB4812 @ CAROLINA. RR.COM

Work Phone:

N/A

Education:

HIGH school, JUNIOR COLLEGE, AND FIRE FIGHTER II STATUS WITH ALL ENDORSEMENTS FOR DRIVING EMERGENCY EQUIPMENT.

Current Employer:

N/A

Occupation:

DISABLED

I am interested in the following Board/Commission:\*

Ellis Cross Country VFD Fire Commissioners

Recent Community Activities:\*

- ① CURRENTLY A ELLIS VFD, FIRE COMMISSIONER
- ② ALSO A TRUSTEE FOR MOUNT TABOUR METHODIST CHURCH.

Why do you feel you are qualified for this appointment:\*

I AM CURRENTLY A COMMISSIONER FOR ELLIS AND HAVE NOT MISSED A MEETING. I STRIVE TO BETTER THE COMMUNITY IN WHICH I LIVE.

Have you ever been convicted of a felony?:\*

☐ Yes

☒ No

If the answer is yes above, please explain :

I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.

Initial:\*

DA13

SUBMIT

CLEAR

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Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8180  
FAX: 704-216-8195

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> Steven Neal Mock	<b><u>Date:</u></b> 02/27/2017
<b><u>Address:</u></b> 1749 Sells Road	<b><u>Home Phone:</u></b> 704-636-9566
<b><u>City, State, Zip:</u></b> Salisbury, NC 28144	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> stevemock@pcraftinc.com	<b><u>Work Phone:</u></b> 704-213-3052
<b><u>Education:</u></b> High School Diploma - North Rowan High School	
<b><u>Current Employer:</u></b> Self Employed	<b><u>Occupation:</u></b> Printing Sales
<b><u>I am interested in the following Board / Commission:</u></b> Ellis Cross Country VFD Fire Commissioners	
<b><u>Recent Community Activities:</u></b> Mt. Tabor UMC Trustees & Lay Leadership	
<b><u>Why do you feel you are qualified for this appointment:</u></b> First I want to thank you for consideration. I think the knowledge of living in this community my entire life will benefit me greatly. Also, the experience of being in a local family business for over 35 years and President for 15 years. Other past experiences of local non profit organizations such as Spencer Masonic Lodge and NR High Booster Club has taught me how monies are raised and spent.	
<b><u>Have you ever been convicted of a felony:</u></b> No	

If the answer is yes above, please explain:

I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.

Initial: SNM



Rowan County Board of Commissioners  
130 West Innes Street  
Salisbury, NC 28144  
704-216-8180  
FAX: 704-216-8195

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> James Hartman	<b><u>Date:</u></b> 02/24/2017
<b><u>Address:</u></b> 2285 7th St	<b><u>Home Phone:</u></b> 980-521-8701
<b><u>City, State, Zip:</u></b> Salisbury, North Carolina 28144	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> Jhartman638@gmail.com	<b><u>Work Phone:</u></b>
<b><u>Education:</u></b> Graduated from Felicity Franklin High School	
<b><u>Current Employer:</u></b> Hertz	<b><u>Occupation:</u></b> Mechanic
<b><u>I am interested in the following Board / Commission:</u></b> Ellis Cross Country VFD Fire Commissioners	
<b><u>Recent Community Activities:</u></b> Current Vice President of Spencer Cal Ripken Sports league.  Member of Mt Tabor Methodist Church	
<b><u>Why do you feel you are qualified for this appointment:</u></b> I feel may participation and knowledge of the commutity would make me a good fit for this appointment.	
<b><u>Have you ever been convicted of a felony:</u></b> No	
<b><u>If the answer is yes above, please explain:</u></b>	

I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.

Initial: JPH





ROWAN  
COUNTY

A County Committed to Excellence

Advisory Boards Application



RECEIVED

MAR 21 2017

ROWAN COUNTY  
HUMAN RESOURCES

## Appointment Process

Interested individuals should obtain and submit an application to the County Manager's Office for consideration by the Board of Commissioners. Typically, applications are submitted to the Board during the first commission meeting in the month and must be received by the Clerk to the Board by 5pm the second Friday prior to the meeting. Please feel free to contact the Clerk to the Board at 704-216-8180 with any questions.

After the Commission meeting all applicants are notified of the Board's decision.

## THIS APPLICATION IS PUBLIC RECORD

All fields with (\*) must be completed for successful submission.

You must enter a valid email address. You will receive a copy of your application by email upon successful completion.

First Name:\*

Marc

Middle Name:

Christopher

Last Name:\*

Fries

Date:\*

2/27/17

Address:\*

3870 Old Mocksville Rd.

City:\*

Salisbury

State:\*

N.C.

Zip Code:\*

28144

County of Residence\*

Rowan

Home Phone

704-637-2766

Email Address\*

Marc510329  
@aol.com

Work Phone

704 855 1400

Education:

Grades 1-12 2yrs @  
Rowan Technical -  
Electrical Installation

Current Employer:

Salisbury Machinery

Occupation: And maintenance

Electrical Tech.

I am interested in the following Board/Commission:\*

Fire + Rescue Dept  
Ellis Fire Dept.

Recent Community Activities:\*

—

Why do you feel you are qualified for this appointment:\*

Live with in the fire District! (Ellis)  
Served as fire (1975 to 2000) Fighter.

Have you ever been convicted of a felony?:\*

☐ Yes

☒ No

If the answer is yes above, please explain:

I have reviewed the information contained in this application, and by initialing below  
certify that the information is true and correct.

Initial\*

C F

Submit

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Rowan County Board of Commissioners  
 130 West Innes Street  
 Salisbury, NC 28144  
 704-216-8180  
 FAX: 704-216-8195

**APPLICATION FOR NOMINATION TO COUNTY BOARDS AND COMMITTEES**

**\*\*This application is a Public Record and must be fully completed to be considered\*\***

<b><u>Name:</u></b> Jonathan Wayne Jenkins	<b><u>Date:</u></b> 03/06/2017
<b><u>Address:</u></b> 1115 N. Enochville Ave	<b><u>Home Phone:</u></b> 704-938-5525
<b><u>City, State, Zip:</u></b> China Grove, NC 28023	<b><u>County of Residence:</u></b> Rowan
<b><u>Email:</u></b> jenkins1115@carolina.rr.com	<b><u>Work Phone:</u></b> 704-201-4643
<b><u>Education:</u></b> AAS Fire Science, multiple state level certifications in fire service	
<b><u>Current Employer:</u></b> City of Kannapolis Fire	<b><u>Occupation:</u></b> Fire Captain
<b><u>I am interested in the following Board / Commission:</u></b> Enochville Fire Department Fire Commissioner	
<b><u>Recent Community Activities:</u></b> Active board member of Kannapolis Firefighters Assistance Foundation, a non-profit organization for helping needing firefighters. Past Relief Fund board member for Enochville Fire Department. Past member and Chief of Enochville Fire Department, active member for 17 years.	
<b><u>Why do you feel you are qualified for this appointment:</u></b> With my past experience as the Chief of Enochville Fire Department I have a very good understanding of the budget process and how the budget works in the department and the county. My knowledge of the fire service in past and current positions allows me the ability to understand what is needed to keep the a department operating and growing.	
<b><u>Have you ever been convicted of a felony:</u></b> No	

If the answer is yes above, please explain:

I have reviewed the information contained in this application, and by initialing below certify that the information is true and correct.

Initial: JWJ

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



**130 West Innes Street - Salisbury, NC 28144**  
**TELEPHONE: 704-216-8180 \* FAX: 704-216-8195**

**MEMO TO COMMISSIONERS:**

**FROM:** Donna F. Fayko, Director  
**DATE:** March 24, 2017  
**SUBJECT:** Rowan County Community Child Protection and Fatality Prevention Team Report

---

On behalf of Chair, Jennifer Payne of Novant Health Rowan Medical Center, and Vice-Chair, Jeff Morris, please find the annual report of the Community Child Protection and Fatality Prevention Team.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Community Child Protection Team Annual Report 2016	3/24/2017	Cover Memo



**Rowan County Community Child Protection Team  
Annual Report  
2016**

**I. Authority**

Community Child Protection Teams (CCPT) were established as a way for state and local communities to form partnerships that strengthen child protection efforts. The teams were established in response to Executive Order 142 in May 1991. CCPT duties and responsibilities were adopted as North Carolina Administrative Code 411.0400. The original purpose and composition of the teams were further formalized and expanded by G.S.7B.1408, effective July 1, 1993.

**II. Responsibilities and Purpose**

Federal and State laws require that a citizen review panel be established to review certain cases receiving child welfare services. In North Carolina, the CCPT has been designated as the citizen review panel. The CCPT is an interdisciplinary group of community representatives who meet regularly to review child welfare cases. Case reviews are conducted to:

- Identify gaps and deficiencies in the community child protection system which impact the incidence of abuse, neglect, dependency, or child fatalities;
- Increase public awareness about conditions that have an impact on child protection within the community;
- Advocate for system changes by promoting collaboration among agencies in the creation or improvement of resources for children;
- Assist the DSS in the protection of children living in the family whose case is being reviewed;
- Inform the Board of Commissioners about actions needed to address gaps and deficiencies in services.

**III. Members**

Membership is mandated by law and includes but is not limited to the following:

- Community Representatives
- County Department of Social Services Director
- County Board of Social Services Member
- County Health Department Director
- Health Care Provider
- Local Community Action Agency Executive Director
- School Superintendent
- Attorney for the District Attorney's Office
- Guardian ad Litem Representative
- Law Enforcement Officer
- Mental Health Professional
- Parent Consumer

#### **IV. Local Operational Procedures**

##### **A. Members and Attendees of the Rowan County CCPT/CFPT**

- Jennifer Payne, Novant Health Rowan Medical Center and CCPT/CFPT Chair
- Jeff Morris, Community Representative and CCPT/CFPT Vice Chair
- Donna Fayko, Rowan DSS Director
- Lisa Berger, Rowan DSS Children's Services Program Administrator
- Cynthia Dry, Rowan DSS Child Welfare Attorney
- William Peoples, Rowan DSS Board
- Nina Oliver, Rowan Health Department Director
- Bonnie Almond, Rowan Health Department
- Renee Bradshaw or Trina Baldwin, Family Crisis Council Representative
- Beth Moore, Terrie Hess House Child Advocacy Center Director
- Brandy Cook, District Attorney
- Paxton Butler, Assistant District Attorney
- Lissa Pence, Guardian ad Litem
- Kevin Auten, Rowan County Sheriff
- King Jones, Cardinal Innovations Healthcare MCO
- Jennifer La, Center for Prevention Services
- Victor Martin, NCDPS/DJJ
- Amy Brown, Smart Start
- Erin Greene, Community Care of Southern Piedmont
- Heather Hedrick, Daymark Recovery Services
- Carol Ann Houpe, Rowan-Salisbury School System
- Amy Wagoner, Rowan DSS

##### **B. Meetings**

The CCPT merged with the Child Fatality Prevention Team (CFPT) in 2015. The purpose was to streamline work as both teams had overlap in membership. By merging the two teams, a broader scope of addressing mutual concerns of both groups could be encompassed while reducing the number of meetings that members were required to attend. Frequency of meetings changed from quarterly to every other month.

CCPT/CFPT meetings were held on the first Tuesday of every odd month (6 meetings total), at 12:30 p.m. in the Stanback Room of the Rowan Public Library, 201 West Fisher Street, Salisbury, NC. For 2016, meetings were held on January 5<sup>th</sup>, March 1<sup>st</sup>, May 3<sup>rd</sup>, September 6<sup>th</sup>, and November 1<sup>st</sup>.

##### **C. Review of Cases**

Cases reviewed by the CCPT/CFPT are based on local need and include children deemed to be at higher risk of injury or death as a result of child abuse, neglect, or dependency. Any team member may bring a case for review. Guidance for selecting cases for review includes:

- Substantiated cases of abuse, including sexual abuse;
- Cases of neglect, especially when referral is made by a medical provider;
- Cases in which DSS has substantiated two reports within a specific period, regardless of the type of report or referral source;
- Other cases where there are indications that a child has been impacted by a deficiency in community services or resources;
- Cases where there has been a child fatality.

Due to events in our community, in addition to fatalities, Rowan's team decided to review active cases where children were left alone in cars.

Total Number of Cases Reviewed	Fatalities	Active Child Welfare Cases			Other Cases
28	26	2 – Children left in cars subtype			0
For non-fatality cases give the number of cases reviewed in each category from January 1 through December 31, 2016		Abuse	Neglect	Dependency	Other
		0	2	0	0

### **Outcome of Reviews**

Both cases of unattended children in cars that were reviewed found lack of appropriate parenting skills on the part of the parents. Law enforcement and DSS educated the parents on the dangers of children being left in cars including abduction, heat exhaustion, dehydration and possible death.

CCPT/CFPT reviewed a total of 28 cases in 2016. The majority were child deaths due to:

- prenatal issues/perinatal conditions
- unique health conditions/illness
- substance abuse, domestic violence, motor vehicle accidents and co- sleeping/SIDS.

The overarching needs identified through these case reviews include timely and effective substance abuse treatment services, evidence based mental health services with proven outcomes, preventive parenting education.

A continued community need identified through these case reviews is programs that treat parents holistically to address needs from a trauma informed perspective. Rowan has providers that address a specific need (substance abuse or domestic violence or sexual trauma), but no one agency yet addresses a parent's needs as a whole. Lack of resources for parents is a contributing factor to children entering foster care and failure to reunify.

Enhanced community knowledge of the dangers of co-sleeping and potential for child drownings is needed.

### **Actions taken by CCPT/CFPT**

- Research was conducted around the issue of clinicians/mental health providers sharing protected health information at meetings. Brenda Edwards, state CFPT coordinator, provided information that clearly outlines that sharing of this information does not constitute a HIPAA violation. There is a federal law that prohibits access to substance records but research did not reveal a similar law for mental health records. So, local CPT/CFPTs are guided by the state statute for the NC Child Fatality Prevention System. See below:

### **NCGS § 7B-1413. Access to records.**

(a) The State Team, the Local Teams, and the Task Force during its existence, shall have access to all medical records, hospital records, and records maintained by this State, any county, or any local agency as necessary to carry out the purposes of this Article, including police investigations data, medical examiner investigative data, health records, **mental health records**, and social services records. The State Team, the Task Force, and the Local Teams shall not, as part of the reviews authorized under this Article, contact, question, or interview the child, the parent of the child, or any other family member of the child whose record is being reviewed. Any member of a Local Team may share, only in an official meeting of that Local Team, any information available to that member that the Local Team needs to carry out its duties.

- Updates were made to the *Community Protocol for Child Abuse Prevention*, incorporating language needed for national accreditation of the Child Advocacy Center. The Protection Team reviewed and approved the changes as required by guidelines for the Taskforce. Two community trainings were held to update stakeholders and the community at large. With the implementation of these changes, targeted training will occur between DSS, Law Enforcement and the Child Advocacy Center. The protocol is in electronic form and is housed on the Rowan County DSS website.
- NC DSS policy changes regarding Temporary Parental Safety Agreements were reviewed with the team. Changes include: Safety plans are now voluntary and can be rescinded by the parent with notice to DSS, use of safety resources is limited in duration and the DSS does not have the ability to restrict parental contact with child during a CPS assessment. These highlights were shared so that the community would understand the change in interventions by CPS.

- Rowan DSS and Cardinal Innovations are involved in a pilot program called “Partnering for Excellence (PFE)”. When this initiative began, it was a goal to have comprehensive clinical assessments for children and parents, and for parents to receive services in conjunction with their children. Development of trauma informed comprehensive assessments for parents has been completed. They were implemented in early 2017.

### **Community Factors**

Community factors that impact the well being of children in Rowan County are:

- The Rowan Board of Commissioners annually proclaims April as Child Abuse Prevention Month.
- The *Rowan County Community Protocol for Child Abuse Prevention* is a living document that provides clear expectations of DSS, law enforcement, the Child Advocacy Center, the school system, the hospital, and all residents in making reports of child abuse and neglect. It further provides guidelines for conducting investigations of alleged child abuse and neglect and for collaboration between agencies. Roles and responsibilities of community agencies are clearly identified. The *Community Protocol* is accessible to the community through the DSS website.
- Any changes to the *Community Protocol* are referred to the CCPT/CFPT for review and approval to assure there is close adherence to procedures and to maintain the integrity and spirit of collaboration set forth by the original protocol.
- There are regular meetings among community partners in which child protection is addressed. These meetings include (1) Quarterly meetings of the Law Enforcement Protocol Committee, (2) Bi-monthly meetings of the Community Child Protection and Fatality Prevention Team who combined their teams and increased the number of meetings by 50%, (3) Rowan County System of Care Collaborative meetings, (4) Meetings between the Department of Juvenile Justice/Delinquency Prevention and DSS, (5) Multi-disciplinary team meetings at CAC, and (6) Annual meeting of DSS and Juvenile Court Judges.
- Through the *Partnering for Excellence* initiative developed by Rowan DSS, Cardinal Innovations and Benchmarks, Inc., Rowan County now has the highest number of mental health clinicians across the state that are certified as “trauma informed” by the NC Child Treatment Program.
- Training is provided by DSS to many organizations, the school system, hospital staff, and the general public related to recognizing and reporting abuse and neglect, accessing services that support families and children and Trauma 101.
- Prevent Child Abuse Rowan organizes community activities that bring the community’s awareness to children who are abused and neglected.
- An annual Child Abuse Prevention event is held by Rowan DSS to raise awareness of child abuse prevention.

### **Child Statistics for Rowan County**

The estimated population for Rowan County in 2015 according to the United States Census Bureau was 139,142. Approximately 35,416 children under the age of 19 years are included in that count, representing 25% of the population.

From January through December 2016, DSS investigated 2251 child protective services reports. The majority of these reports alleged neglect of the victim children. An average of 44 families per month received in-home services to address safety and risk factors while keeping the families together.

For calendar year 2016, there was an average of 136 children in DSS custody each month due to neglect, abuse, or dependency. The majority of those children were placed in family-like living situations. At any given time, approximately 40% were placed with relatives, 47% in family foster homes and 10% in group settings. Rowan County had 24 licensed foster homes in the calendar year of 2016.

### **Recommendations for the Rowan Board of Commissioners**

The CCPT/CFPT requests that the Board of Commissioners:

- Provide on-going leadership efforts to prevent child abuse and neglect by urging local agency collaboration and support of the Community Protocol for Child Abuse Prevention and of the Multi-Disciplinary Team staffing at the Child Advocacy Center
- Appoint new members of the CCPT/CFPT for mandated member positions as vacancies occur and include at-large appointments to ensure that members of the community continue to be involved in the important work of protecting our children.
- Continue to issue a Proclamation declaring the month of April as Child Abuse Awareness month.
- Support the recommendation from the Rowan County Child Abuse Prevention Task Force, by consensus, that the annual meeting of the taskforce be held in conjunction with the Community Child Protection and Child Fatality Prevention Team meeting in March of each year. Annually, the Protocol will be reviewed and any changes to the document would be voted upon and signatures of involved agencies would be obtained.
- Encourage use of Evidence Based Practice models for agencies receiving county funding.
- Accept and approve this annual report presented in order to keep the Board informed of activities to date.