



County of Dare

P.O. Box 1000 | Manteo, NC 27954

DARE COUNTY BOARD OF COMMISSIONERS

Dare County Administration Building
954 Marshall C. Collins Dr., Manteo, NC

Monday, June 18, 2018

“HOW WILL THESE DECISIONS IMPACT OUR CHILDREN AND FAMILIES?”

AGENDA

- 5:00 PM** **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1** Opening Remarks - Chairman's Update
- ITEM 2** Employee of the Month
- ITEM 3** Public Comments
- ITEM 4** Certificate of Achievement for Excellence in Financial Reporting
- ITEM 5** Introduction of the Dare County Delegate to the 2018 Youth Voice Conference
- ITEM 6** 2018 Governor's Volunteer Service Awards
- ITEM 7** COA Task Force - Final Report
- ITEM 8** Memorandum of Understanding - NC Dept. of Health & Human Services & Dare County
- ITEM 9** Resolution and Budget Amendments for Water Capital Reserve Fund
- ITEM 10** Resolution Authorizing the County of Dare to Engage in Electronic Payments Defined by NCGS 159-28
- ITEM 11** Amendment No. One to the Counties of Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell and Washington Other Post-Employment Benefits Trust Agreement
- ITEM 12** **Public Hearing – 5:30 p.m. – East Carolina Radio H345 Text Amendment**
- ITEM 13** Consent Agenda
- 1. Approval of Minutes (06.04.18)
 - 2. Amend Capital Project Ordinances - Outer Banks Scenic Byways & Courthouse HVAC
 - 3. Authorization to Present Service Weapon to Retiring Deputy Sheriffs
 - 4. 3 year Contract for Metro Ethernet Services
 - 5. 3 Year Contract for Outbound Internet
 - 6. Tax Collector's Report
- ITEM 14** Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 5:00 P.M. ON JULY 16, 2018



Opening Remarks - Chairman's Update

Description

Dare County Chairman Robert Woodard will make opening remarks.

Board Action Requested

Informational Presentation

Item Presenter

Chairman Robert Woodard



Employee of the Month

Description

The Employee of the Month certificate will be presented.

Board Action Requested

None

Item Presenter

To Be Determined



Public Comments

Description

The Board of Commissioners will provide time on the agenda for Public Comments. Each regularly scheduled meeting begins with an opportunity for anyone to speak directly to the entire Board of Commissioners for up to five minutes on any topic or item of concern.

In an effort to encourage public participation, the Board accepts public comments from 2 locations - - -

- Public Comments can be made at the Commissioners Meeting Room in Manteo.
- Public Comments can be made via a video link at the Fessenden Center in Buxton.

Board Action Requested

Hear Public Comments

Item Presenter

Robert Outten, County Manager



Certificate of Achievement for Excellence in Financial Reporting

Description

Dare County has received the Certificate of Excellence in Financial Reporting for its comprehensive annual financial report (CAFR) by the Government Finance Officers Association of the United States and Canada. This is the 27th consecutive year that Dare County has received this prestigious award.

Finance Director David Clawson will accept the award on behalf of the County. Sally DeFosse, Dare County Assistant Finance Director, will accept the Award of Financial Reporting Achievement as the person primarily responsible for preparing the award-winning CAFR.

Board Action Requested

Award Presentation

Item Presenter

Robert Woodard, Chairman



Introduction of the Dare County Delegate to the 2018 Youth Voice Conference

Description

Madison Sawyer, an 11th grade student at Manteo High School, has been selected as the Dare County Delegate to the 2018 Youth Voice Conference being held this summer in Catawba County, North Carolina.

Madison Sawyer will be introduced to the Dare County Board of Commissioners and will make brief remarks about the upcoming conference.

Board Action Requested

None - Introduction and Informational Presentation

Item Presenter

Madison Sawyer, Delegate to the 2018 Youth Voice Conference
Paige Fuselier, 4-H Extension Agent for Dare County



YouthVoice 2018

Ninth Annual NCACC Youth Summit

Aug. 24-25, 2018, Catawba County

TENTATIVE AGENDA

Friday, Aug. 24

All sessions held in Hickory Metro Convention Center

4 – 4:30 p.m.

YouthVoice Orientation

What is YouthVoice, and why are you here? The orientation provides information about the NCACC and its involvement in youth leadership development; an address from NCACC leadership, including President Brenda Howerton of Durham County; a look at each of the partner organizations; and an overview of YouthVoice events.

4:30 p.m.

See the World Through ‘Real Colors’

At one time or another, everyone reaches a point where they wonder, “Why do people do the things they do?” The answer may surprise you! Everyone has a distinct temperament spectrum comprised of four colors: Blue, Gold, Orange and Green. In this “Real Colors” session, you will learn how to quickly identify your own “color” and personal strengths, as well as that of others. Using this powerful knowledge, you can develop more effective communication skills and build better relationships by recognizing and appreciating the strengths and viewpoints of others.

County commissioners are invited to participate in the “Real Colors” training and Friday evening dinner with Youth Delegates.

The session is being facilitated by Dan Clark, Director of Montana State University’s Local Government Center. An avid hiker, cross-country skier, rock and ice climber, and mountaineer, Dan is a Montana State Extension faculty member and former Mayor of the City of Choteau, Montana.

6:30 – 7:30 p.m.

Dinner

7:30 – 9:30 p.m.

Resume ‘Real Colors’

9:30 – 10 p.m.

Youth Delegate ice cream social, adjourn to own rooms



Saturday, Aug. 25

- 7 – 7:30 a.m. **Check out of rooms – put luggage in vehicles**
- 7:30 – 8:45 a.m. **Conference-Wide Youth Involvement Breakfast**
County officials and Youth Delegates begin the day together with breakfast. A brief presentation will highlight K-64, a Catawba County initiative designed to engage more students and employers in local educational programs that help shape future careers and meet workforce demands.
Banquet tables will include county nameplates to try to help county officials locate their Youth Delegates.
- 8:45 – 10:15 a.m. **NCACC General Session with county officials**
Sam Quinones is a journalist, storyteller, former LA Times reporter, and author of three acclaimed books of narrative nonfiction, including *Dreamland: The True Tale of America’s Opiate Epidemic*. The book weaves together tales that reveal how unfettered prescriptions of pain medications during the 1990s collided with an influx of black tar heroin, which when combined with a brilliant marketing and distribution system resulted in today’s public opiate crisis.
Quinones will share this story and discuss his insights into how counties have been at the forefront of a long process of rebuilding communities that have been destroyed by societal forces.
- 10:30 a.m. – 2:30 p.m. **Find Your County’s ‘Bottom Line!’**
Designed as a classic board game, “Bottom Line!” is an engaging learning tool that simulates the county budgeting process. Attendees will work together in small groups – acting as boards of county commissioners – to first decide what values are most important to their counties. The simulation then challenges groups to remember those values during scenarios that force them to choose between cutting programs/services or increasing taxes/fees in order to balance an annual budget.
- Noon – 12:45 p.m. **Lunch**
- 2:30 – 3 p.m. **Evaluation**
- 3:15 – 3:45 p.m. **NCACC Annual Business Session**
A small number of Youth Delegates will be given the opportunity to address the NCACC membership about lessons learned during YouthVoice 2018.
- 3:45 p.m. **Adjourn and travel home**

4-H SUMMER FUN

Check out the 2018 catalog of 4-H Summer Fun!



WHAT IS 4-H?

4-H is the Cooperative Extension System's dynamic and educational program for youth. 4-H has more than 6.8 million youth members across the United States. The name 4-H is summarized as the four-fold development of youth through the Head, Heart, Hands, and Health. The group is open to youth in 3rd-12th grades.

HOW TO PARTICIPATE?

- 1) Stop by the Dare County Cooperative Extension office to talk about your interests with the 4-H Agent.
- 2) Register for 4-H by visiting 4-H Online at <https://nc.4honline.com>.
- 3) Choose which activities are most interesting to you!
- 4) Complete the 4-H Summer Fun registration and submit payment.

JUNE 12, JULY 19, & AUGUST 14, 2018

HOW TO BE A SCIENTIST

- This exciting 3-part workshop series will have participants working as estuarine scientists to monitor the effects of a living shoreline project!
- In this series, participants will travel to the Coastal Studies Institute to learn about experimental design, get wet and messy doing biological sampling, and survey our ever-changing shoreline using drones!
- Each session will include activities that build upon the last, so participants are expected to attend all 3 days.

JUNE 19, 2018

HONEY HUNTING

- Bbbzzzz! Enjoy a hands-on lesson in beekeeping with the expertise of Denise Deacon, the President of the Outer Banks Beekeepers' Guild! Learn the impacts of pollinators in the world food system as well as some of the basics of honey bee biology, beekeeping equipment, and how bees make honey.
- This workshop will include trying on a beekeepers suit and sampling a large variety of different flavored honeys.

JULY 6, 2018

SERVICE & CITIZENSHIP

- This workshop will include working together to organize and run a community service campaign.
- Participants will meet with members of the Dare County Board of Commissioners to understand the dynamics of local politics.
- This is a great opportunity for resume-building and leadership development!

AUGUST 5-10, 2018

4-H SUMMER CAMP

- Dare County 4-H will be camping at the Eastern 4-H Center in Columbia, NC! Campers will get the opportunity to try canoeing, archery, swimming, and more!
- Sleep-away camp is the perfect place for children to become more independent and self-confident. For more information, check out the Dare County Extension website.

JUNE 13-14, 2018

BABYSITTING 101

- Learn the basics of babysitting in a hands-on workshop that will help you build your small babysitting business, including learning how to create resumes and flyers.
- Become certified in CPR and First Aid.
- Receive a First Aid Kit, CPR training manual, and a babysitting backpack with books and toys to prepare you for you a successful babysitting career!
- After the 2-day workshop, participants will receive 4-H Babysitter Certificates.

JUNE 28, 2018

LET'S GO KAYAKING!

- This activity will include a trip to Jockey's Ridge State Park where participants will receive an ecology lesson from the Park Ranger and an hour of kayaking.
- The full workshop will include topics such as animal and plant protection, oyster restoration, and the effects of humans on the environment.
- Please wear close-toed shoes and bring sunscreen, a hat, and a reusable water bottle.

AUGUST 2, 2018

DIY BEACH ART

- This day will begin with a trip to Jennette's Pier to find seashells and other materials to create beautiful and homemade art.
- Participants will be led step-by-step in painting a beach sunrise or sunset!
- Bring home seashell jewelry/crafts and a 'Beach Sunrise by Instruction' painting to show your family!

AUGUST 23, 2018

FARM-TO-FORK DAY

- This year, the 4-H Farm-To-Fork Day will include trips to the community garden to harvest ingredients for the preparation of a personalized pizza!
- Join us at the Dare County Cooperative Extension office for a fun day of cooking!
- Be ready for a variety of taste tests and an opportunity to make and take home your own mini herb garden.



2018 Governor's Volunteer Service Awards

Description

Presentation and Recognition of the 2018 recipients of the Governor's Volunteer Service Awards.

Board Action Requested

Please recognize and congratulate the five recipients of the 2018 Governor's Volunteer Service Awards and also one recipient of the Governor's Volunteer Service Life Time Achievement Award.

Item Presenter

Jane Webster/Outer Banks Community Foundation Board member

Mary Pendill:

This volunteer performs a myriad of duties at the Dare County Center (DCC) in Manteo. She is always willing to help out and serve wherever and whenever she can. She never complains and loves helping at the center.

Her duties include answering phones, fielding calls at the front desk, handling the registration table at the quarterly blood drives, serving on the Dare County Center Advisory board that meets monthly, helping with the planning and day of event needs for the DCC First Annual 5k and Fun Run, wrapping presents and helping with the center's annual toy drive, and helping as an overnight trip assistant. Her help with all of these programs and events is invaluable, and she is always willing to stay extra hours and do whatever is asked of her with a smile on her face!

The DCC serves a unique population and this volunteer handles anything that arises with professionalism, care, and compassion. She is a natural leader and the Dare County Center is honored and privileged to have her as a volunteer! Would **Mary Pendill** please come down and receive her award?

Sue Kelly:

This volunteer has served the Guardian ad Litem Program for Dare County since 2009. She is committed to the cause of serving abused and neglected children in Dare County, and is a strong advocate and voice for the children and their rights. Her investigations are always thorough and well researched, and the recommendations that she makes to the court are intelligent, sensitive and always on point. She displays a strong example to the court system of what a Guardian ad Litem should be.

This volunteer spends time talking to the children who are involved in the court process to make sure that they understand what is happening. She makes each case a priority and always puts the best interest of the child first. She is always willing to take on challenging cases such as those with drug issues, child abuse and mental health issues.

In addition, this volunteer has completed the GAL facilitator's training program and gladly helps to train new recruits, and also offers support to new volunteers as they begin their journey with the program. This volunteer's level of commitment to the Guardian ad Litem program has strengthened the program in Dare County, and they are thrilled to have such a dedicated and selfless volunteer. Would **Susanne "Sue" Kelly** please come down and receive her award?

Emily Gould:

This volunteer is an exemplary mentor with the Dare County Friends of Youth program. She is everything that a young person would want in a mentor; she is young, energetic, compassionate, giving and most importantly, FUN!

This volunteer has been matched with two youths during her almost six year tenure with the Friends of Youth program. She is currently matched with a teenager, and she thrives on the challenge! She is able to talk to her youth (not down to her), and she excels at helping her to cope with challenges that most kids do not, and should not, have to face. During their almost four years together, this volunteer and her youth have formed a sister-like relationship. They have done a wide variety of activities together including picnicking at the Wright Brothers Memorial, taking Zumba classes, bike riding, shopping, getting pedicures, going out for special meals, hanging out and talking, and participating in Friends of Youth group activities including beach clean-ups, laser tag and the program's annual cooking class.

Young people are drawn to this volunteer who also serves as a Group Mentor at program activities, and she is always happy to take the time to talk to them, lend them a hand and make them feel special. She is definitely in high demand, especially among the teenagers, whenever she attends the group activities! She wants the world to be a better place and to improve the lives of young people in Dare County, and for that the Friends of Youth program is grateful! Would **Emily Gould** please come down and receive her award?

Coastal Family Church:

This church group is an integral part of programs at the Dare County Center. They provide volunteers for the center's annual toy drive which includes shopping, picking up toys from Toys for Tots, purchasing and picking up bicycles at local businesses, wrapping gifts, and providing at least 25 volunteer for each night of toy distribution. They also coordinate and manage craft nights, and help with all aspects of the center's Annual 5k and Fun Run.

"We are better together" is a motto that they follow, and the entire congregation demonstrates this with all of the many ways that they pitch in to help improve the lives of people not only at the Dare County center, but in the entire community.

They truly care for others not just in word but also in their actions. They have a contagious spirit about them that makes everyone want to get on board and help out! Programs at the Dare County Center are definitely successful because of this group of volunteers who are going to make sure that if something needs to get done, they will somehow, someway find a way to do it! Would **Tiffany Wescott and volunteers with Coastal Family Church** please come down and receive their award?

Dare County Motorcycle Toy Run:

This group of volunteers saw a need in Dare County and wanted to fulfill the need. They spend the entire year coordinating and volunteering at different fundraising events to ensure that all underprivileged children in Dare County are able to have a great Christmas! The group meets monthly to plan, organize and raise funds for this worthy cause. They coordinate poker runs, silent auctions, t-shirt sales and other fundraisers to help in their efforts.

They are a huge help to the Dare County Center, advocating the annual toy drive, picking up toys and raising awareness for the center's programs and activities. They help give out toys and two of their volunteers stayed late to assemble ten bicycles that came in boxes. The volunteers went the extra mile because they did not want children to receive an unassembled bike!

In 2017, their generosity and commitment helped to provide tablets to 126 children ages 11-16 and 268 bicycles to children ages 4-10 at the Dare County Center Toy Drive. Without their hard work and dedication, this would not have been possible. Would members of the **Dare County Motorcycle Toy Run** organization please come down and receive their award?

Gail Leonard:

For her entire adult life, this outstanding citizen has been dedicated to making a difference in her community through volunteerism, working persistently to improve the lives of those around her while inspiring others to join in her passion for addressing unmet needs. In addition to her compassionate heart, her excellent organizational and people skills have benefitted all the programs and organizations with which she has been associated throughout the years, leading to their significant growth and abilities to meet critical needs that were previously unmet. Founding both Outer Banks Room in the Inn and Ruthie's Kitchen ten years ago, she has also worked unceasingly with volunteer with local organizations such as Beach Food Pantry, Interfaith Community Outreach, GEM, Pathways International, Dare County Friends of Youth, Mano al Hermano, as well as her church.

This volunteer founded the Outer Banks Room in the Inn, a church-based program that provides food, shelter, hospitality and other needed services to homeless men and women in Dare County. Since its founding, Room in the Inn has served more than 335 guests, ensuring they also receive (among other services) a daily opportunity to bathe, get necessary clothing, have access to medical, dental and eye care, get counseling, set goals and receive job skills training and assistance with employment searches. No other local program provides this type of comprehensive care for homeless adults, whether they are veterans, persons with disabilities, those in need in the aftermath of storms, job losses, financial and health hardships, or other personal crises.

Although this volunteer has recently retired from her official capacity as an officer and member of the volunteer Room in the Inn board, she has not slowed to her volunteer efforts in the least. She continues to play a major role organizing the annual fundraising dinner for Room in the Inn, taking the lead in collecting and organizing donations for the silent auction. She works closely with the new Operations Coordinator to share her knowledge, and she continues to work many hours at the Room in the Inn intake center, giving hope and inspiration to the guests. She not only coordinates volunteers, but also stays overnight herself and assists with dinner. In honor of this volunteer's hard work and dedication, she is being honored tonight with a Lifetime Achievement Award. Would **Gail Leonard** please come down and receive your award?



COA Task Force - Final Report

Description

Under the leadership of Commissioner Couch, the COA Task Force has held a series of public meetings for the purpose of gathering input from the community on curriculum ideas for the Dare County COA campus.

Based on extensive community input from a wide range of stakeholders, The COA Task Force has prepared a list of curriculum idea for the Dare County campus, which will be presented to the Board of Commissioners.

Attached is the Final Report reflecting the findings of the COA Task Force along with the Minutes and Agendas for the Task Force meetings.

Board Action Requested

None - Informational Presentation

Item Presenter

Commissioner Danny Couch



COA TASK FORCE

FINAL REPORT

BACKGROUND

On November 20, 2017 Dare County Chairman Robert Woodard announced the formation of a COA Task Force for the purpose of gathering input from the community about curriculum ideas and needs for the new COA Dare County Campus.

Commissioner Danny Couch was selected to Chair the Task Force and Tom Murphy, Arty Tillett, Tim Sweeney, Malcolm Fearing, and Anne Petera were appointed as members.

SUMMARY OF TASK FORCE MEETINGS

The COA Task Force held five (5) formal public meetings to gather input from the community on curriculum ideas for the Dare County COA campus. Additionally, Task Force Members participated in a group tour of COA facilities throughout the region.

The COA Task Force met for a total of 10.7 hours gathering community input on curriculum ideas and discussing needs for the Dare County COA Campus.

Meetings of the COA Task Force were well attended with 26 people making Public Comments on behalf of a wide range of elected officials, governmental agencies, educational institutions, public safety providers, along with representatives from the hospitality industry, building trades, other businesses, and non-profit agencies.

Following are the number of people who signed the attendance roster for each Task Force meeting and the number that spoke during Public Comments - - -

Date	Attendees	Public Comments
Dec. 06, 2017	26	14
Jan. 08, 2018	18	05
Feb. 06, 2018	19	05
Mar. 21, 2018	11	01
Apr. 04, 2018	18	01
		26 Total

Following is an alphabetical list of those who made Public Comments and a key word summary of the curriculum ideas or issues they asked the Task Force to consider - - -

Speaker	Representing	Key Word Summary
Mary Ellon Ballance	Board of Education	Address geographical challenges
Evonne Carter	College of the Albemarle	Provided curriculum criteria
Jamie Chisholm	Hotel/Motel Association	2-year Hospitality program
Jennie Collins	EMS Director	2-year EMS degree
Lorelei Costa	Community Foundation	Scholarship Opportunities
Matt Florez	Building Trade Rep	Electrical & Building trades
Ama Frimpong	Mano al Hermano	Growing diversity of population
Nancy Griffin	Children & Youth Partnership	Early Childhood Education
Robin Harris	College of the Albemarle	Reviewed Health Sciences
Steve House	Dare County Commissioner	Fire Science & Paramedic
Jim Kenny	Island Xperteers	Screenprinting training
Mike Kelly	Hospitality Representative	Culinary Program
Dan Lewis	Outer Banks Restaurant Assoc.	Culinary Program
Chuck Lycett	Dare County Social Services	Certified Nursing Assistant
John McCord	UNC Coastal Studies Institute	CSI partnership with COA
Brian McDonald	Dare County Homebuilders	Construction Trades
Bobby Owens	Town of Manteo	Include Town of Manteo in plans
Drew Pearson	Emergency Mgmt. Director	Emergency Mgmt. Programs
Anne Petera	Task Force Members	Cited need for data
Dean Roughton	College of the Albemarle	Transportation & Schedule issues
Kathy Sparrow	On behalf of Senator Cook	Need for Aquaculture
Joe Tauber	Board of Education	Consider models from other places
Jim Tobin	Dare County Commissioner	Trades, aquaculture, medical, xray
Michelle Waters	College of the Albemarle	Reviewed Applied Technology
Dr. Robert Wynegar	College of the Albemarle	COA is open to curriculum ideas

In addition to Public Comments at each meeting, the following made formal presentations to the Task Force - - -

Dean Katie Farrell	NC Wesleyan College
Tim Sweeney	College of the Albemarle
Arty Tillett	Dare County Schools
Dr. Charles Weirich	NC Sea Grant

Additionally, the following list of Community Leaders addressed the COA Task Force - - -

Karen Brown	Outer Banks Chamber of Commerce
Paul O'Neal	COA Board of Trustees
Dr. Susan Peck	Distance Learning Program
Ronnie Sloan	Outer Banks Hospital

FINDINGS OF THE COA TASK FORCE

On March 21, 2018 the COA Task Force recapped the curriculum ideas that were presented by Public Comment speakers and community leaders. On April 4, 2018, at the final meeting of the COA Task Force, the group updated the list and voted unanimously to submit the following curriculum ideas for the Dare County Campus.

Additionally, the Task Force recommends that the new facility be designed with a “Flex Space” concept so that adaptations can easily and affordably be made as curriculum needs change in the future. The Task Force also determined that in order to maximize the budget, the use of existing facilities for labs and classrooms should be incorporated into the design plan.

This report along with the attached Task Force minutes and meeting agendas will be provided to the architects and planners designing the new Dare County facility.

CURRICULUM IDEAS

Reflecting Community Input

As Adopted by the COA Task Force

April 4, 2018

College Prep

Hospitality

Culinary	Maintenance
Customer service (soft skills)	Outdoor Recreation
Property Management	Experimental Education
Housekeeping	

Trades

HVAC	Plumbing	Carpentry
Electrical	Mechanics	Welding

Early Childhood Education

Aquaculture

Health Science - Nursing, Certified Nursing Assistant, X-ray, Existing programs

Public Safety - EMS, EM, BLET, Fire

Ag, Environmental, and Natural Resources

Learning Opportunities for Handicapped (PACE program)

Lifelong learning

CDL Licensing

Screenprinting

Accommodation of NC Wesleyan needs

Capability for state of the art Distance Learning



COUNTY OF DARE
PO Box 1000, Manteo, NC 27954

COA Task Force
AGENDAS
(Chronological Order)

COA TASK FORCE

Dare County Administration Building
954 Marshall C. Collins Dr., Manteo, NC

Wednesday, December 6, 2017

AGENDA

- ITEM 1** Welcome – COA Task Force Chair, Commissioner Danny Couch
- ITEM 2** Public Comments
- ITEM 3** Overview – Bobby Outten, Dare County Manager
- ITEM 4** COA Presentation – Tim Sweeney, Dean – Dare County Campus
- ITEM 5** Discussion Items - - -
 - a. Mission
 - b. Identity
 - c. Website
 - d. PowerPoint presentation for town governments/civic organizations
 - e. Academic (Dual Enrollment/College Transfer)
 - f. Career and Technical Education (CTE)
 - g. Monthly meeting
 - h. COA campus tour
 - i. Other
- ITEM 6** Announcements
- ITEM 7** Adjourn



COUNTY OF DARE
PO Box 1000, Manteo, NC 27954

COA TASK FORCE

Dare County Administration Building
954 Marshall C. Collins Dr., Manteo, NC

2:00 p.m., Monday, January 8, 2018

AGENDA

- ITEM 1** Welcome
- ITEM 2** Opening Remarks – Chairman’s Update
- ITEM 3** Public Comments
- ITEM 4** Update from the Dare County Manager
- ITEM 5** Presentation from Dare County Schools
- ITEM 6** Old Business
- ITEM 7** New Business
- ITEM 8** Adjourn



COUNTY OF DARE

PO Box 1000, Manteo, NC 27954

COA TASK FORCE

Dare County Administration Building
954 Marshall C. Collins Dr., Manteo, NC

2:00 p.m., Tuesday, February 6, 2018

AGENDA

- ITEM 1** Welcome – COA Task Force Chair, Commissioner Danny Couch
- ITEM 2** Public Comments
- ITEM 3** Report on COA Campus Tour, 1/23/18 – Commissioner Couch
- ITEM 4** Floor Discussion – Task Force and COA Personnel
- ITEM 5** Announcements
- ITEM 6** Adjourn



COUNTY OF DARE
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COA TASK FORCE

Dare County Administration Building
954 Marshall C. Collins Dr., Manteo, NC

2:00 p.m., Wednesday, March 21, 2018

AGENDA

- ITEM 1** Welcome / Update – COA Task Force Chair, Commissioner Danny Couch
- ITEM 2** Public Comments
- ITEM 3** Presentation – Dean Katie Farrell, NC Wesleyan College
- ITEM 4** Discussion – Prioritization of Curriculum Suggestions
that have been made to the COA Task Force
Facilitator - Dare County Manager Bobby Outten
- ITEM 5** Announcements / Selection of Next Meeting Date
- ITEM 6** Adjourn



COUNTY OF DARE
PO Box 1000, Manteo, NC 27954

COA TASK FORCE

Dare County Administration Building
954 Marshall C. Collins Dr., Manteo, NC

2:00 p.m., Wednesday, April 4, 2018

AGENDA

- ITEM 1** Welcome / Update – COA Task Force Chair, Commissioner Danny Couch
- ITEM 2** Public Comments
- ITEM 3** Presentation – Dean Katie Farrell, NC Wesleyan College
- ITEM 4** Presentation – Dr. Charles Weirich, NC Sea Grant
Oysters and Aquaculture
- ITEM 5** Discussion – Prioritization of COA Task Force Curriculum Suggestions
Facilitator - Dare County Manager Bobby Outten
- ITEM 6** Announcements / Unfinished Business
- ITEM 7** Adjournment



COA TASK FORCE

Dare County Administration Building
Manteo, NC 27954

2:00 p.m., December 6, 2017

*Present: Commissioner Danny Couch, Chair
Malcolm Fearing, Tom Murphy, Anne Petera, Tim Sweeney.*

Also present: 26 people signed in from various governmental entities, COA, public safety providers, along with representatives from hospitality, building trades, and other industries, and media. (Gary Gross, Clerk)

Commissioner Couch called the meeting to order at 2:01 p.m. and introduced the members of the Task Force. A welcome was given by Dare County Chairman Robert Woodard who explained why he appointed the COA Task Force and the important mission they have to prepare curriculum plans for the new Dare County campus, which is part of the Capital Improvements Plan approved by the Dare County Board of Commissioners.

Dare County Manager Bobby Outten gave an overview of the project for a new Dare County campus describing it as a once in a lifetime opportunity. He outlined a general timetable and encouraged the Task Force to gather community input as quickly as possible in order to determine the curriculum needs for the new campus. He said the curriculum information gathered by the Task Force will be used by whatever architect is later selected to prepare the plans for the facility. He reminded everyone that the total budget for this endeavor is approximately 8 million dollars and whatever list of needs is put together will ultimately have to fit within the allotted budget.

Commissioner Couch invited public comments and many people took the opportunity to share their views about plans for the new Dare County campus. Following is a brief summary of the key point made by each speaker - - -

1. Commissioner Steve House – described the pressing need for Fire Science programs and Paramedic training.
2. Chuck Lycett, Social Services Director, explained why the campus should keep the Certified Nursing Assistant (CNA) program.

3. Matt Florez said young people should be encouraged to go into electrical and other building trades to become the next generation of work force that these industries need.
4. Brian McDonald, on behalf of the Homebuilders Association, outlined why local young people need to be recruited and trained for various trades in the construction industry.
5. Emergency Manager Drew Pearson recommended that Emergency Management courses be added to the Public Safety curriculum.
6. EMS Director Jennie Collins presented a list of needs specific to Emergency Medical Services and said she has staff interested in getting a two year EMS degree.
7. Bobby Owens as Mayor-Elect of Manteo expressed interest in the Town having a seat at the table as plans develop for this facility.
8. Commissioner Jim Tobin, on behalf of Rep. Beverly Boswell, cited the need for building trades, aquaculture, nursing programs, diesel and gas mechanics, and x-ray techs.
9. Dr. Robert Wynegar, President of COA, expressed thanks for the opportunity to have a new Dare County campus and said he and his staff are open and listening to ideas.
10. COA Representative, Evonne Carter, explained that programs must meet criteria and be viable so that students will have job opportunities when they complete training.
11. Robin Harris, on behalf of COA, described course offerings in various Health Sciences and how they are frequently reviewed to provide the right mix throughout the region.
12. COA Representative, Michelle Waters, outlined proactive steps being taken by COA in its Building and Applied Technologies program.
13. Task Force member Anne Petera cited the need for data to help support curriculum ideas that are being advanced so that priorities can be established and decisions made.
14. COA's Dean Roughton identified transportation and scheduling issues that have an impact on students who are attending COA classes while still in high school.

Following Public Comments, Task Force Member Tim Sweeney presented a comprehensive PowerPoint outlining ways the College of The Albemarle is serving Dare County students. He provided a cost analysis between COA and other institutions and explained that local families need to know that high school students can earn free college credits in the COA Dual Enrollment program. The PowerPoint included several videos of local students describing the benefits they received from education at COA.

Before adjourning the meeting, Commissioner Couch raised several issues for the Task Force to think about. He presented the following Mission Statement – “To aid COA and our partners to develop and implement an academic and career and technical curriculum in Dare County.” During discussion of the Mission Statement, Anne Petera suggested it be modified to say “To aid COA and our partners to expand and improve on what they have in place.” Commissioner Couch noted that the Task Force may have need for website and identity support in fulfilling its mission and raised the possibility that a group tour of all COA facilities may be beneficial.

Task Force Member Malcolm Fearing noted that minority input is needed for this project and asked the representatives from COA to assist in this effort. He also asked that school officials let the Task Force know what their vision is for the Roanoke Island campus. Prior to closing the meeting, Fletcher Willey, added that he was glad to see everyone coming together for this project.

Task Force Members discussed the scheduling of future meetings. It was determined that, for this phase of the project, the group should meet on a biweekly basis. The Task Force agreed, by consensus, to meet at 2:00 p.m. on the 1st and 3rd Wednesday of each month beginning December 20, 2017.

Clerk's Note - - -

(The meeting schedule outlined above was modified in a Public Notice that was distributed to the media and to all attendees announcing that the schedule had been changed and that the next Task Force meeting would be 2:00 pm, Monday, January 8, 2018 and at that time future meeting dates will be determined)

The COA Task Force adjourned at approximately 3:45 p.m.



COA TASK FORCE

Dare County Administration Building
Manteo, NC 27954

2:00 p.m., January 8, 2018

*Present: Commissioner Danny Couch, Chair
Malcolm Fearing, Tom Murphy, Anne Petera, Tim Sweeney, Arty Tillett.*

Also present: 18 people signed in representing various governmental bodies, COA, other entities in the community, and the media. (Gary Gross, Clerk)

Commissioner Couch called the meeting to order at 2:04 p.m. After reminding the group that the mission of the COA Task Force is to thoroughly assess community needs for curriculum, the floor was opened for Public Comments. Several people identified needs and concerns and Task Force members engaged in dialogue with those who spoke.

Following is a brief summary of the key point that was identified by each speaker - - -

1. Jamie Chisholm on behalf of the Hilton Garden Inn and the Outer Banks Hotel/Motel Association - described in detail the need for a two-year Hospitality Degree program.
2. Mary Ellon Ballance called on the Task Force to work to find a way to overcome the geographical challenges that exist in Dare County when addressing curriculum needs.
3. Joe Tauber raised the issue of whether any models exist from other communities that the Task Force might be able to use in this endeavor.
4. Kathy Sparrow, on behalf of Senator Bill Cook, read a prepared statement citing the need for community colleges to address aquaculture, which is a promising industry.
5. Ama Frimpong from Mano al Hermano talked about the growing diversity of Dare County's demographics and offered to help the Task Force in any way possible.

Dare County Manager Bobby Outten addressed the timeline for the Task Force to complete its mission noting that although the group is not up against an immediate deadline, they should proceed methodically in gathering community input on curriculum needs. He reported on discussion he had with Currituck officials about their plans to offer Basic Law Enforcement and EMS Training in Currituck County. This raised the issue of the Task Force taking into consideration the educational opportunities that may already

exist, or be planned, within a relatively close commuting distance for Dare County students. Mr. Outten encouraged the group to move forward focusing its attention on identifying the curriculum needs for our community.

Task Force Member Arty Tillett presented a detailed report on the Career & College Now program that is in place at Dare County Schools. His presentation showcased how Middle School students have the opportunity to enroll in High School courses. And, he outlined how Dare County High School students can earn college credit at no cost, which represents a tremendous financial savings for Dare County families. Mr. Tillett noted that Dare County students have the ability to achieve an Associate's Degree by the end of grade 12 and explained how credit can then be transferred to four-year degree programs in North Carolina. The report included discussion of opportunities for Career and Technical Education.

Before adjourning, the Task Force heard brief comments from several community leaders. President of The Outer Banks Hospital, Ronnie Sloan, said his facility enjoys a great relationship with COA, however, the hospital does not have many curriculum needs because of its low level of staff turnover. Joe Tauber recommended that Task Force members view a YouTube video on "Success in the New Economy." Outer Banks Chamber of Commerce President & CEO Karen Brown highlighted the scope of industries in Dare County and noted that retail businesses in Dare County would also benefit from hospitality training.

Task Force members discussed the scheduling of future meetings and the touring of COA facilities throughout the region. The group then approved its previous minutes.

MOTION

Malcolm Fearing motioned to approve the Minutes from the December 6, 2017 meeting.

Tim Sweeney seconded the motion.

VOTE: AYES unanimous

The COA Task Force adjourned at 4:26 p.m.



COA TASK FORCE

Dare County Administration Building
Manteo, NC 27954

2:00 p.m., February 6, 2018

*Present: Commissioner Danny Couch, Chair
Tom Murphy, Tim Sweeney, Arty Tillett*

Participating by Conference Call: Malcolm Fearing, Anne Petera

*Also present: 19 people signed in representing various governmental bodies,
COA, and other entities in the community (Gary Gross, Clerk)*

Commissioner Couch called the meeting to order at 2:01 p.m. with a welcome and introductions. The group then approved its previous minutes.

MOTION

Mr. Tillett motioned to approve the Minutes from the January 8, 2018 Task Force meeting.

Mr. Murphy seconded the motion.

VOTE: AYES unanimous

PUBLIC COMMENTS

Commissioner Couch invited Public Comments. Several people identified needs and concerns and Task Force members engaged in dialogue with those who spoke.

Following is a brief summary of the key point that was identified by each speaker - - -

Dan Lewis, on behalf of the Outer Banks Restaurant Association, urged the Task Force to consider a curriculum that includes a culinary program. He explained the need for such a program and predicted that it would have lots of industry support.

Mike Kelly shared his perspective as someone with over 47 years of experience in Dare County's hospitality industry. He explained how food sales have grown in Dare County since the meals tax was first enacted, which he said indicates a healthy local restaurant industry that depends on a large pool of talent that needs culinary training.

Commissioner Tobin noted that culinary training could also be offered to non-professionals who want to be home chefs in addition to those seeking culinary careers. He also raised the issue of aquaculture and reported that one of the largest seafood operations in the world wants to expand its involvement in aquaculture. He asked the Task Force to keep in mind that this industry will be expanding dramatically in the future.

John McCord said the Coastal Studies Institute is excited to be at the table for this discussion and that the Institute looks forward to continuing its partnership with COA.

Nancy Griffin on behalf of the Children & Youth Partnership cited the need for training related to early childhood education and the childcare industry. She said early childhood education is a workforce issue and explained how our economy depends upon it. She noted that wages in the childcare industry are a barrier, which needs to be addressed. Ms. Griffin asked that early childhood education not be forgotten when developing curriculum.

REPORT ON COA CAMPUS TOUR, FLOOR DISCUSSION AND ANNOUNCEMENTS

Commissioner Couch shared notes that were prepared by Anne Petera summarizing the COA campus tour that occurred on January 23, 2018, which gave rise to extensive discussion of local training for nurses. Commissioner Tobin reminded the group that Pitt Community College has a 2-year waiting list for their x-ray program and noted that a partnership on this might be possible with Vidant.

Paul O'Neal thanked the Dare County Board of Commissioners for its support of COA and outlined the need to consider what will carry us into the future. He urged the group to think about using a "flex-space" design that can strategically respond to changing market needs. He reminded everyone that COA cannot be all things to all people, and that programs must be sustainable. Mr. O'Neal noted that young people seriously consider whether a campus looks like an attractive and fun place when making their educational decisions.

Dr. Susan Peck gave an overview of COA's Distance Learning Program and fielded Task Force questions.

Before adjourning, Commissioner Couch noted that the date of the next meeting will be determined and announced later. He explained that the next phase of the Task Force mission will be to prioritize what the group has heard so far from the public. He said County Manager Outten will be at the next meeting to help facilitate that process.

MOTION

Mr. Murphy motioned to adjourn the meeting.

Mr. Sweeney seconded the motion.

VOTE: AYES unanimous

The COA Task Force adjourned at 4:08 p.m.



COA TASK FORCE

Dare County Administration Building
Manteo, NC 27954

2:00 p.m., March 21, 2018

*Present: Commissioner Danny Couch, Chair
Tom Murphy, Tim Sweeney, Arty Tillett*

Participating by Conference Call: Malcolm Fearing Absent: Anne Petera

*Also present: 11 people signed in representing governmental bodies, COA,
and other entities in the community (Gary Gross, Clerk)*

Commissioner Couch called the meeting to order at 2:04 p.m. with a welcome and introductions. The group then approved its previous minutes.

ITEM 1 – WELCOME / UPDATE

The Task Force Chair, Commissioner Danny Couch welcomed the group and explained the significance and importance of today's meeting in fulfilling the group's mission.

ITEM 2 – PUBLIC COMMENTS

One person spoke and Task Force members engaged in dialogue with the speaker about the item that was presented. Following is a brief summary - - -

Lorelei Costa, Executive Director of the Outer Banks Community Foundation outlined the group's mission and the vital service they provide through scholarship offerings that totaled \$150,000 last year. She explained that the Outer Banks Community Foundation has several scholarships that are reserved exclusively for COA students. She emphasized that these scholarship opportunities are available for people to take adult continuing education programs. Ms. Costa asked the Task Force for assistance in spreading the word about the COA scholarships that are offered by the Outer Banks Community Foundation.

ITEM 3 – PRESENTATION – DEAN KATIE FARRELL, NC WESLEYAN COLLEGE

Commissioner Couch announced that Dean Farrell was unable to attend today's meeting and sends her regrets. This agenda item will be rescheduled.

ITEM 4 – DISCUSSION – PRIORITIZATION OF CURRICULUM SUGGESTIONS

Commissioner Couch asked County Manager Bobby Outten to serve as the facilitator for this agenda item. Mr. Outten asked the group to identify all the community ideas about curriculum that have been expressed to the COA Task Force during its previous meetings.

The group was encouraged to recall all the curriculum ideas they have heard from the community so that all the items can be posted on one comprehensive list. Mr. Outten explained that once the list of curriculum ideas is assembled; the next step, at a future meeting, would be for the Task Force to prioritize the ideas on the list.

As curriculum ideas were recalled by Task Force members, Mr. Outten noted them on a display board which resulted in the following outline - - -

(Ideas are listed in the order they were remembered by the Task Force – to be prioritized later)

College Prep

Hospitality

- Culinary
- Customer service (soft skills)
- Property Management
- Housekeeping
- Maintenance
- Outdoor Recreation
- Experimental Education

Trades

- HVAC
- Electrical
- Plumbing
- Mechanics
- Carpentry
- Welding

Early Childhood Education

Aquaculture

Health Science

- Nursing
- Certified Nursing Assistant
- X-ray
- Existing programs

Public Safety

- EMS
- EM
- BLET
- Fire

Ag, Environmental, and Natural Resources

Learning Opportunities for Handicapped (PACE program)

Lifelong learning

CDL Licensing

While assembling the list of curriculum ideas, the Task Force engaged in extensive dialogue with COA representatives about policies that require documentation that local job opportunities exist before a degree program for that field of endeavor can be approved. Task Force members requested printed copies of the applicable policies.

Mr. Outten and Commissioner Couch thanked the group for their effort in assembling the comprehensive list of curriculum ideas. Task Force members were asked to review the list and bring it to the next meeting so that the ideas on the list can then be prioritized. It was noted that this will then mark the fulfillment of the group's mission.

ITEM 5 – ANNOUNCEMENTS / SELECTION OF NEXT MEETING DATE

The group selected 2:00 p.m., Wednesday, April 4, 2018 for the next Task Force meeting. Before adjourning, Commissioner Couch asked for a motion to approve previous Minutes.

MOTION

Mr. Tillett motioned to approve the Minutes from the February 6, 2018 Task Force meeting. Mr. Sweeney seconded the motion.

VOTE: AYES unanimous

The COA Task Force adjourned at 3:24 p.m.



COA TASK FORCE

Dare County Administration Building
Manteo, NC 27954

2:00 p.m., April 4, 2018

*Present: Commissioner Danny Couch, Chair
Malcolm Fearing, Tom Murphy, Anne Petera, Tim Sweeney*

Absent: Arty Tillett

*Also present: 18 people signed in representing governmental bodies, COA,
and other entities in the community (Gary Gross, Clerk)*

Commissioner Couch called the meeting to order at 2:03 p.m.

ITEM 1 – WELCOME / UPDATE

The Task Force Chair, Commissioner Danny Couch welcomed the group and reviewed the tremendous progress that the Task Force has made in gathering community input about curriculum for the Dare County COA Campus. He thanked members for their participation and noted that today would be the final meeting of the COA Task Force.

ITEM 2 – PUBLIC COMMENTS

One person spoke and Task Force members engaged in dialogue with the speaker about the item that was presented. Following is a brief summary - - -

Jim Kenny from Island Xperteers, a local screenprinting business, outlined career opportunities available in his industry. He reported on the difficulty of finding skilled labor and the need for a training program that would equip people for good paying jobs that are available in the screenprinting industry in Dare County and globally. Mr. Kenny asked the Task Force to consider a request for a screenprinting curriculum which he said would need 2,000 square feet of space in the new facility to house donated equipment.

ITEM 3 – PRESENTATION – DEAN KATIE FARRELL, NC WESLEYAN COLLEGE

Katie Farrell, Associate Dean and Joy Smallwood, Director presented information about the educational opportunities that are available through the partnership that COA has with NC Wesleyan College. Ms. Farrell provided background information about the program that enables students to complete accelerated degree programs in 18 months. It was noted that COA graduates are automatically accepted into the NC Wesleyan program.

ITEM 4 – PRESENTATION – DR. CHARLES WEIRICH, NC SEA GRANT

Dr. Weirich gave a comprehensive overview of the aquaculture industry and explained how it benefits the environment and provides a local source of quality seafood. He provided detailed information about the phases of production, equipment needed, and trends for several commodities. He outlined the need for aquaculture training and reported on a two year program at Carteret Community College and Regional Demonstration Centers throughout the region.

ITEM 5 – DISCUSSION – PRIORITIZATION OF CURRICULUM SUGGESTIONS

County Manager Bobby Outten facilitated the group’s discussion of the curriculum ideas that the community has voiced to the COA Task Force. He explained that the next phase of the project will be taking the curriculum ideas that the Task Force has gathered from the community and submitting them to the architect and COA so they can design building components on a value engineering basis to maximize the available budget.

In reviewing the list of curriculum ideas that the Task Force assembled at the last meeting, the importance of designing the new facility as “flexible space” was emphasized. After lengthy discussion, the group determined that the list did not need a numeric ranking or prioritization. Instead, it was agreed that 3 items would be added to the previous list and then submitted to the Dare County Board of Commissioners as the recommendation of the COA Task Force as reflected in the following motion - - -

MOTION

Mr. Fearing motioned to submit the Task Force list of curriculum ideas with the addition of 3 new items - screenprinting, accommodation of NC Wesleyan needs, and capability for state of the art Distance Learning.

Ms. Petera seconded the motion.

VOTE: AYES unanimous

< < < The revised list adopted by the Task Force is attached to these Minutes > > >

Mr. Outten informed the group that staff will now prepare a report that will be emailed to Task Force members for their review prior to Commissioner Couch formally presenting the COA Task Force findings to the Dare County Board of Commissioners.

Before adjourning, Commissioner Couch asked for a motion to approve previous Minutes.

MOTION

Ms. Petera motioned to approve the Minutes of the March 21, 2018 Task Force meeting.

Mr. Fearing seconded the motion.

VOTE: AYES unanimous

The COA Task Force adjourned at 4:18 p.m.

CURRICULUM IDEAS
Reflecting Community Input
As Adopted by the COA Task Force
April 4, 2018

College Prep

Hospitality

- Culinary
- Customer service (soft skills)
- Property Management
- Housekeeping
- Maintenance
- Outdoor Recreation
- Experimental Education

Trades

- HVAC
- Electrical
- Plumbing
- Mechanics
- Carpentry
- Welding

Early Childhood Education

Aquaculture

Health Science

- Nursing
- Certified Nursing Assistant
- X-ray
- Existing programs

Public Safety

- EMS, EM, BLET, Fire

Ag, Environmental, and Natural Resources

Learning Opportunities for Handicapped (PACE program)

Lifelong learning

CDL Licensing

Screenprinting

Accommodation of NC Wesleyan needs

Capability for state of the art Distance Learning



Memorandum of Understanding (FY '19) Between the NC Department of Health and Human Services and Dare County

Description

NC General Statute 108A-74 requires all counties to enter into an annual written agreement with the NC Department of Health and Human Services for all social services programs excluding Medicaid. This agenda item will provide an overview of the Memorandum of Understanding of Agreement developed to implement this legislation including background, performance requirements, corrective action process, and implications for Dare County.

Board Action Requested

For information purposes

Item Presenter

Jay Burrus
Chuck Lycett

**MEMORANDUM OF UNDERSTANDING (FISCAL YEAR 2018-19) BETWEEN
THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
DARE COUNTY**

A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74, an Act of the North Carolina General Assembly

This Memorandum of Understanding (“MOU”) is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the “Department”) and Dare County a political subdivision of the State of North Carolina (hereinafter referred to as the “County”) to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a “Party” and collectively as the “Parties.”

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2018, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Dare County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the county enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of one year beginning July 1, 2018 and ending June 30, 2019.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in Attachments I through IX or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement/Corrective Action: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements or failure to comply with the terms of this MOU, the steps set forth in Attachment X will govern. For this MOU covering Fiscal Year 2018-2019, the Department will not initiate any actions set forth in Attachment X related to the mandated performance requirements until January 1, 2019. Nothing contained in this MOU or Attachment X shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements: Child Welfare – Child Protective Services
- (4) Attachment II – Mandated Performance Requirements: Foster Care
- (5) Attachment III – Mandated Performance Requirements: Child Support
- (6) Attachment IV – Mandated Performance Requirements: Energy

- (7) Attachment V – Mandated Performance Requirements: Work First
- (8) Attachment VI – Mandated Performance Requirements: Food and Nutrition Services
- (9) Attachment VII – Mandated Performance Requirements: Adult Protective Services
- (10) Attachment VIII – Mandated Performance Requirements: Special Assistance
- (11) Attachment IX – Mandated Performance Requirements: Child Care Subsidy
- (12) Attachment X – Corrective Action

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While "County" is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies;
- (2) "County director of social services" also means the human services director, whichever applies; and
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary's Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Wayne Black, Director Division of Social Services 2401 Mail Service Center Raleigh, NC 27699-2401	Wayne Black, Director Division of Social Services NC DHHS Dorothea Dix Campus, McBryde Building Phone: 919-527-6338 Fax: 919-334-1018 Email wayne.black@dhhs.nc.gov

For Dare County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop mandatory performance requirements for each social services program based upon standardized metrics utilizing reliable data. The mandated performance requirements are identified in Attachments I through IX.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.

- ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information in advance of the effective date of new policy to the extent possible, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
- b. Compliance Monitoring:
- i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.
 - iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
- c. Data Submission:
- i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance measurements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
- d. Communication:
- i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that effect social services programs covered under this MOU.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to,

corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.

- e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
 - iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, and policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachments I through IX.
- (2) The County shall comply with the following administrative responsibilities
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.

- iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
- d. Communication:
- i. Respond and provide related action in a timely manner to all communications received from the Department.
 - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
 - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services Director, including retirements, separations, or any leave of absences greater than two calendar weeks.
- e. Inter-agency Cooperation:
- i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
 - ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
 - iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
 - iv. Assist or operate mass shelter operations or other required disaster management responsibilities.
- (3) The County shall timely meet all its responsibilities contained in this MOU. “Timely” shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, “timely” shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. To the extent that the Department and the county have already entered into one or more data privacy agreements covering all or any portion of the work to be performed under this MOU, the Parties hereby adopt and incorporate such agreements by reference into this MOU as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security

incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2018 and shall continue in effect until June 30, 2019.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Dare County

BY: _____
Name Robert Outten
TITLE: County Manager
DATE: _____
Witness: _____

BY: _____
Name J. F. Burrus
TITLE: DHHS Director
DATE: _____
Witness: _____

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services
DATE: _____

**ATTACHMENT I — MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - CPS Assessments**

	Performance Measure	Authority for the performance measure
1	The County will initiate 95% of all screened-in reports within required time frames	NC General statute 7B.302; 10A NCAC 70A .0105; Chapter VIII: Child Protective Services, Section 1408 - Investigative & Family Assessments
2	For all children who were victims of maltreatment during a twelve month period, no more than 9% received a subsequent finding of maltreatment	CFSR; Safety Outcome 1: Children are, first and foremost, protected from abuse and neglect.

**ATTACHMENT II— MANDATED PERFORMANCE REQUIREMENTS:
Child Welfare - Foster Care**

	Performance Measure	Authority for the performance measure
1	The County will document permanency goals for 95% of foster youth within 60 days of a child entering custody or for whom the county has placement authority.	1201 Child Placement Services - Chapter VIII Case Reviews: B-Required Time Frames for Case Reviews
2	The County will ensure that 95% of all foster youth have face-to-face visits by the social worker each month.	1201, Chapter V., Out of Home Placement Family Services Improvement Act of 2006 (Public Law 109-288) Title IV B

The below system performance measures require county and state level system collaboration and improvements to successfully meet targets.

	System Performance Measure	Authority for the system performance measure
1	The County will provide leadership for ensuring that 41% of children who enter foster care in a 12-month period are discharged to permanency within 12 months of entering foster care. DHHS will work with each county to identify growth targets.	CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.
2	The County will provide leadership for ensuring that of children who enter foster care in a 12-month period who were discharged within 12 months to reunification, kinship care, guardianship, or adoption, no more than 8.3% re-enter foster care within 12 months of their discharge. DHHS will work with each county to identify growth targets.	CFSR: Safety Outcome 1: Children are, first and foremost protected from abuse and neglect
3	The County will provide leadership for ensuring that of all children who enter foster care in a 12-month period in the county, the rate of placement moves per 1000 days of foster care will not exceed 4.1%. DHHS will work with each county to identify growth targets.	1201 Child Placement Services - Chapter IV Placement Decision Making: C-Maintaining One Single Stable Foster Care Placement CFSR: Permanency Outcome 1: Children have permanency and stability in their living situations.

**ATTACHMENT III— MANDATED PERFORMANCE REQUIREMENTS:
Child Support**

	Performance Measure	Authority for the performance measure
1	The county will achieve its given annual percentage of paternities established for children born out of wedlock.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
2	The county will achieve its given annual percentage of child support cases that are under an order.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
3	The county will achieve its given annual percentage of current child support paid.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
4	The county will achieve its given annual percentage of cases that received a payment towards arrears.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives
5	The county will meet its annual goal of total child support collections.	Section 342. "FEDERAL AND STATE REVIEWS AND AUDITS," of PRWORA, Section 454 of Title IV-D of the Social Security Act; 42 U.S.C. 658a. P.L. 105-200 NCGS 110- 129.1 Chapter B, Topic 09, Section B - Incentives Overview, Section C - Performance Factors and Incentives

**ATTACHMENT IV— MANDATED PERFORMANCE REQUIREMENTS:
Energy Programs**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of Crisis Intervention Program (CIP) applications within one (1) business day for applicants with no heat or cooling source.	Energy Program Manual Section 400.03 d Federal Requirement 42 USC8621-8630 NC State Rule 10A N.C.A.C ch. 71V
2	The County will process 95% of Crisis Intervention Program (CIP) applications within two (2) business days of the application date for applicants who have a heat or cooling source.	NC Energy Programs Manual Section 400.03 A.2.d. Federal Requirement 42 USC8621 -8630 NC State Rules 10A N.C.A.C ch. 71V

**ATTACHMENT V— MANDATED PERFORMANCE REQUIREMENTS:
Work First**

	Performance Measure	Authority for the performance measure
1	The County will collect documentation from 50% of all Work-Eligible individuals that demonstrates completion of the required number of hours of federally countable work activities.	Work First Manual Section 001 Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
2	The County will collect documentation from 90% of two-parent families with Work Eligible individuals that verifies that they have completed the required number of hours of federally countable work activities.	Work First Manual Section 001 Work First Manual Section 003 TANF State Plan FFY 2016 - 2019 NC GS 108A-27.2(10) NC GS 108A-27.6(1) NC GS 108A-27.13(a) NC GS 108A-27.14(a) NC GS 108A-27.14(b)
3	The County will process 100% Work First applications within 45 days of receipt.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31
4	The County will process 100% Work First recertifications no later than the last day of the current recertification period.	Work First Manual Section 104 TANF State Plan FFY 2016 - 2019 NC GS 108A-31

**ATTACHMENT VI— MANDATED PERFORMANCE REQUIREMENTS:
Food and Nutrition Services**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of expedited FNS applications within 4 calendar days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
2	The County will process 95% of regular FNS applications within 25 days from the date of application.	FNS Manual Section 315 FNS_AL_1-2015 Federal Requirement 7 CFR 273.2
3	The County will ensure that 95% of FNS recertifications are processed on time, each month.	FNS Manual Section 425 Federal requirement 7 CFR 273.2
4	The County will ensure that 100% of Program Integrity claims are established within 180 days of the date of discovery.	FNS Manual Section 800 Federal Requirement 7 CFR 273.18

**ATTACHMENT VII— MANDATED PERFORMANCE REQUIREMENTS:
Adult Protective Services (APS)**

	Performance Measure	Authority for the performance measure
1	The County will complete 95% of APS evaluations involving allegations of abuse or neglect within 30 days of the report.	NCGS § 108A-103 (d) (4)
2	The County will complete 85% of APS evaluations involving allegations of exploitation within 45 days of the report.	NCGS § 108A-103 (d) (4)

**ATTACHMENT VIII— MANDATED PERFORMANCE REQUIREMENTS:
Special Assistance (SA)**

	Performance Measure	Authority for the performance measure
1	The County will process 85% of Special Assistance for the Aged (SAA) applications within 45 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.
2	The County will process 85% of Special Assistance for the Disabled (SAD) applications within 60 calendar days of the application date.	10A NCAC 71P .0604; SA Policy 3110 II. D. 2.

**ATTACHMENT IX— MANDATED PERFORMANCE REQUIREMENTS:
Child Care Subsidy**

	Performance Measure	Authority for the performance measure
1	The County will process 95% of Child Care Subsidy applications within 30 calendar days of the application date.	North Carolina Subsidized Child Care Assistance policy

ATTACHMENT X— CORRECTIVE ACTION

The following steps for corrective action covering this MOU do not impact or change any Program Improvement Plan or Corrective Action Plan between the Department and a County or County Department of Social Services that is in effect as of July 1, 2018.

Further, the Department will not take any action towards developing a Performance Improvement Plan or Corrective Action Plan related to the performance requirements contained within this MOU for a County or County Department of Social Services until January 1, 2019.

1. Non-Compliance with performance requirements or terms of the MOU

- a. In the event a County Department of Social Services (County DSS)** fails to satisfy a performance requirement for three consecutive months or fails to comply with a term of this MOU, the Department will provide the County DSS with written notification identifying the relevant performance requirement or term and how the County DSS failed to satisfy it.
- b. Upon receipt of notification, the County DSS shall promptly provide the Department with written acknowledgment of receipt.
- c. If the County DSS does not agree that it failed to satisfy the performance requirement or comply with the terms of the MOU, it shall set forth, in writing, the basis for its disagreement. If the County DSS believes its failure to adhere to a mandated performance requirement or term of this MOU is due in whole or in part upon the failure of the Department to meet any of its responsibilities under this MOU or other external factors (i.e., limited court dates, continuances, etc.), the County DSS shall set forth in writing how the failure of the Department or external factors to meet its responsibility to the County DSS contributed to the inability of the County DSS to meet the mandated performance standard or other term of this MOU. This notice shall be received by the Department, along with all supporting documentation, within 10 business days of the County DSS' receipt of the Department's written notification of non-compliance.
- d. If written notice is received in accordance with subsection (c) of this section, the Department will provide the appropriate division director with the all documentation received. Following a review of all documentation, the division director will provide the county with a decision to proceed in developing the performance improvement plan or to rescind the notice of non-compliance.

2. Performance Improvement Plan

- a. The County DSS and Department shall work together to develop a performance improvement plan to address the non-compliance. The Parties will consider and address the County DSS's written disagreement with the identified non-compliance, if any, in the development of the performance improvement plan.
- b. The performance improvement plan shall include, at a minimum:
 - i. The role and responsibility of DHHS in providing support to the County DSS to address the non-compliance.
 - ii. The specific actions the County DSS will take to address the non-compliance and ensure ongoing compliance.

- c. The performance improvement plan shall be signed by the Department and the County DSS Director. A copy of the performance improvement plan will be sent to the chair of the DSS Governing Board.

3. Continued Non-Compliance

- a. In the event a County DSS continues to fail to satisfy a performance requirement or comply with the terms of the MOU for an extended period of time and is not meeting the terms of the performance improvement plan, the County DSS and the Department will enter into a corrective action plan, not to exceed a period of twelve months. An extended period of time is defined as three consecutive months, or five months out of a twelve-month period measured beginning with the first month after which the performance improvement plan is signed.
- b. The corrective action plan shall include, at a minimum:
 - i. A strategy to ensure regular supervisory oversight of the social services program at issue;
 - ii. A detailed strategy to ensure the issue central to the non-compliance is addressed and corrected;
 - iii. A strategy to ensure program and case documentation is both sufficient and completed within time frames prescribed by law, rule or policy; and
 - iv. A plan for the continuous review of the corrective activities by both the County Director of Social Services, the County DSS Governing Board, and the Department.
- c. The corrective action plan will be signed by the Department and the County DSS Director. A copy of the corrective action plan will be sent to the Chair of the DSS Governing Board, the County Manager, and the Chair of the Board of County Commissioners.

4. Failure to Complete Corrective Action Plan/Urgent Circumstances

- a. In the event a County DSS fails to complete the corrective action plan or otherwise fails to comply with the terms of the corrective action plan, the Department may exercise its authority under the law, and this MOU, to withhold federal and/or state funding.
- b. In circumstances of continuous extended non-compliance or other urgent circumstances, the Secretary may also exercise her statutory authority to assume control of service delivery in the County pursuant to N.C.G.S. 108A-74.

** In the event the performance requirement or term of the MOU falls outside of the authority of the County DSS, the notification of non-compliance will be sent to the County, and all subsequent steps contained herein shall be followed by the County.



Resolution and Budget Amendments for Water Capital Reserve Fund

Description

2017 HB 36 that required the System Development Fees Study also requires that those fees be accounted for in a Capital Reserve Fund. Attached are a Resolution to establish a Water Capital Reserve Fund, a budget amendment to reduce amounts in the Water Fund, and a budget amendment to increase the same amounts in the Water Capital Reserve Fund, all effective 7/1/2018 for fiscal year 2019.

Per the Resolution, the projects for which System Development Fees will be used will be identified each year by the Water CIP and the budget actions taken for the CIP.

Board Action Requested

Adopt Resolution, adopt budget amendment for the Water Fund, and adopt budget amendment for the Water Capital Reserve Fund.

Item Presenter

David Clawson, Finance Director



Resolution to Establish Water Capital Reserve Fund

WHEREAS, the County needs to provide funds for future capital projects for its water system and to make debt service payments on existing debt issued for past capital projects; and

WHEREAS, the County has complied with the requirements of NCGS 162A Article 8 and has established system development fees effective July 1, 2018; and

WHEREAS, NCGS 159-18 authorizes the creation of a Capital Reserve Fund and NCGS 162A Article 8 requires system development fees to be accounted for in a Capital Reserve Fund;

THEREFORE, BE IT RESOLVED, by the Dare County Board of Commissioners that:

Section 1. A Water Capital Reserve Fund is hereby created for the purpose of water system capital projects as specifically identified each fiscal year in the County's adopted rolling seven year Water Capital Improvements Plan (CIP) and for the purpose of any debt service payments on existing debt as identified in the Water CIP.

Section 2. The Water Capital Reserve Fund shall remain effective and in place for each fiscal year in which system development fees are collected and used per the adopted Water CIP.

Section 3. The amounts to be accumulated in the Water Capital Reserve Fund and used for each project or purpose shall be specifically identified each fiscal year in the County's adopted Water CIP and the Water Capital Reserve Fund budget shall be amended to reflect such upon adoption of the Water CIP.

Section 5. This Resolution shall become effective July 1, 2018.

This the 18th day of June, 2018.

Robert Woodard, Chairman

Attest:

Gary Lee Gross, Clerk to the Board

COPY

DARE COUNTY

BUDGET AMENDMENT

F/Y 2018-2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Water Fund					
<u>Revenues:</u>					
System Development Fees	363800	448321			\$279,341
System Development Fees - RWS	363800	448322			\$25,594
System Development Fees - CH	363800	448323			\$54,933
<u>Expenditures:</u>					
Extension & Replacement	364811	539501			\$61,705
Extension & Replacement	364812	539501			\$45,845
Extension & Replacement	364813	539501			\$60,995
Extension & Replacement	364814	539501			\$54,480
Extension & Replacement	364815	539501			\$136,843

Explanation:

Decrease budgeted amounts in the Water Fund with the establishment of budgets in the Water Capital Reserve Fund for the same amounts.

Effective 7/1/2018

Approved by:

COPY

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____

DARE COUNTY

BUDGET AMENDMENT

F/Y 2018-2019

ACCOUNT	CODE			INCREASE	DECREASE
	Org	Object	Project		
Department:					
Water Capital Reserve Fund					
<u>Revenues:</u>					
System Development Fees	373800	448321		\$279,341	
System Development Fees - RWS	373800	448322		\$25,594	
System Development Fees - CH	373800	448323		\$54,933	
<u>Expenditures:</u>					
Extension & Replacement - SD Fees	374820	539501		\$359,868	

Explanation:

Establish budget amounts in Water Capital Reserve Fund in conjunction with corresponding decreases in the Water Fund.

Effective 7/1/2018

Approved by:

Board of Commissioners: _____

Date: _____

County Manager: _____

Date: _____

COPY

(sign in red)

Finance only:

Date entered: _____ Entered by: _____ Reference number: _____



Resolution Authorizing the County of Dare to Engage in Electronic Payments as Defined by NCGS 159-28

Description

The County, like most other NC local governments, has for some time engaged in electronic transactions via credit cards, debit cards, gas cards, procurement cards, and electronic payments by ACH and wires. We have done so by enacting policies and procedures to meet the requirements of the 159-28 which was written in the 1930s and generally requires paper actions and documentation. Section 159-28(d2) was added in 2017 and allows exemption from those paper actions and documentation by following rules set out by the LGC. The LGC has issued those rules per Memo 2018-05 that will allow policies and procedures to require performance of the acts of pre-audit and disbursement certifications.

Board Action Requested

Adopt Resolution

Item Presenter

David Clawson, Finance Director



Resolution
Authorizing the County of Dare to Engage in Electronic Payments as Defined by
NCGS 159-28

WHEREAS, it is the desire of Dare County Board of Commissioners that Dare County be authorized to engage in electronic payments as defined by NCGS 159-28(d2); and

WHEREAS, it is the responsibility of the Finance Officer to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03 .0409; and

WHEREAS, it is the responsibility of the Finance Officer to adopt a written policy outlining procedures for disbursing public funds by electronic transactions as required by NC Administrative Code 20 NCAC 03 .0410; and

THEREFORE, BE IT RESOLVED, by the Dare County Board of Commissioners that:

Dare County is authorized to engage in electronic payments as defined by NCGS 159-28;

The Dare County Finance Officer is directed and authorized to adopt a written policy outlining procedures for pre-auditing obligations that will be incurred by electronic payments as required by NC Administrative Code 20 NCAC 03 .0409;

The Dare County Finance Officer is directed and authorized to adopt a written policy outlining procedures for disbursing public funds by electronic transactions as required by NC Administrative Code 20 NCAC 03 .0410; and

This Resolution shall become effective upon its adoption.

This the ____ day of _____, 20__.

Robert Woodard, Chairman

Attest:

Gary Lee Gross, Clerk to the Board



Memorandum # 2018-05

To: Finance Officers of Local Governments and LEAs

From: Sharon Edmundson, Director, Fiscal Management Section

Subject: Changes to Pre-audit Certification Requirements for Electronic Obligations and Payments; Administrative Code - 20NCAC 03 .0409 and 20 NCAC 03 .0410

Date: March 12, 2018

The 2015 legislature modified GS 159-28 (d2) (local governments) and 115C-441(d2) (local school administrative units) to allow the Local Government Commission (LGC) to adopt rules to address the execution of the pre-audit and disbursement process related to electronic transactions for local government and local school administrative units. The new pre-audit and disbursement rules were effective as of November 1, 2017, and exist as part of the North Carolina Administrative Code ([20 NCAC 03.0409](#) and [20 NCAC 03.0410](#)).

Units of government can now be exempt from the pre-audit certificate and disbursement certificate requirements on electronic transactions ***if they follow the requirements as detailed in the new administrative code rules***. The purpose of this memorandum is to briefly outline the requirements that will allow local governments to take advantage of these changes for electronic transactions utilizing the following:

- (1) charge cards;
- (2) credit cards;
- (3) debit cards;
- (4) gas cards;
- (5) procurement cards; or
- (6) electronic funds transfers

It is important to note that ***none of these rule changes exempt a unit of government from going through the pre-audit process***; the rules only exempt a unit from affixing the certificate of pre-audit on electronic transactions IF the unit abides by the rules set forth in the administrative code.

Requirements to Take Advantage of Pre-Audit Certificate Exemption on Electronic Obligations

There are multiple steps a unit of government must take in order to take advantage of the rule change for electronic **obligations**. These steps are:

1. The unit's governing board shall adopt a resolution authorizing the unit to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441 (see Addendum A for a sample resolution).
2. The unit's board must adopt policies and procedures for electronic obligations or delegate the authority and responsibility for writing those policies and procedures to the finance officer.
3. The written policy must outline the basic procedures for pre-auditing obligations incurred by electronic transactions. The written policy and any procedures developed by the finance officer must provide sufficient internal controls over the obligation process, which must include the following:
 - a. Ensure that there is an appropriate budget ordinance or project/grant ordinance appropriation authorizing the obligation;
 - b. ensure that sufficient monies remain within the appropriation to cover the amount that is expected to be paid out during the current fiscal year if accounted for in the budget ordinance, or to cover the entire amount if accounted for in a project or grant ordinance.
 - c. Record the amount of the transaction in the unit's encumbrance system.
4. The unit must provide training to all personnel about the written policy and the procedures that must be followed before undertaking an electronic transaction.
5. If a governmental unit is not already doing so, the unit of government must present to its governing board at least quarterly a budget to actual statement by fund that includes budgeted accounts, actual payments made, amounts encumbered (including electronic obligations) and the amount of the budget that is unobligated.
6. The unit's written policy and procedures must include a method to track obligations, commonly called an encumbrance system. The system can be manual or maintained as part of the unit's accounting system or any combination thereof.

Requirements to Take Advantage of Disbursement Certificate Exemption on Electronic Payments

Likewise there are multiple steps a unit of government must take in order to take advantage of the rule change for electronic **payments**. These steps are:

1. The unit's governing board shall adopt a resolution authorizing the unit to engage in electronic payments as defined by G.S. 159-28 or G.S. 115C-441 (see Addendum A for a sample resolution).

2. The unit's board must adopt policies and procedures for electronic payments or delegate the authority and responsibility for writing those policies and procedures to the finance officer.
3. The unit must adopt a written policy outlining basic procedures for disbursing public funds electronically. The written policy must provide sufficient internal controls to ensure the following:
 - a. ensure that the amount claimed is payable;
 - b. ensure that there is an appropriate budget ordinance or project/grant ordinance appropriation authorizing the expenditure;
 - c. ensure that sufficient monies remain within the appropriation to cover the amount that is due to be paid out during the current fiscal year if accounted for in the budget ordinance, or to cover the entire amount if accounted for in a project/grant ordinance; and
 - d. ensure that the unit has sufficient cash to cover the payment.

Some of the questions we have received about this new process, along with our responses, are noted below.

Q *Does the board's delegation of authority to the finance officer to develop the policies and procedures need to be in writing?*

A. Yes.

Q *My unit already publishes monthly budget-to-actual financial reports on its website – will these suffice for the requirement to provide these reports to the board?*

A. We believe so if they meet all the other requirements listed.

While these changes do not address all the business challenges that local governments face in operating in an increasingly electronic environment, they should provide a way for entities to more easily operate within the requirements of the General Statutes in this particular area.

If you have any questions or concerns about this publication, please contact us at (919) 814-4299 or via email at Sharon.edmundson@nctreasurer.com



AMENDMENT NO. ONE TO THE COUNTIES OF CAMDEN, CHOWAN, CURRITUCK, DARE, HYDE, MARTIN, PASQUOTANK, PERQUIMANS, TYRRELL and WASHINGTON OTHER POST-EMPLOYMENT BENEFITS TRUST AGREEMENT

Description

On 11/21/2016 the counties named above created the above named irrevocable trust for the funds held for health benefits for the retirees of the former Albemarle and Tideland Mental Health agencies. In order for the trust to invest in the equity portion (BlackRock) of the State Treasurer's Ancillary Governmental Participant Program (AGPIP), BlackRock requires that the name of the trust exactly match the name assigned by the IRS with the federal identification number. Rather than trying to change the trust name with the IRS, participating counties are being requested to change the trust name through adoption of the attached amendment.

Board Action Requested

Adopt Amendment Number One to the Trust Agreement.

Item Presenter

David Clawson, Deputy County Manager/Finance Director

**AMENDMENT NO. ONE TO THE COUNTIES OF CAMDEN, CHOWAN, CURRITUCK,
DARE, HYDE, MARTIN, PASQUOTANK, PERQUIMANS, TYRRELL and WASHINGTON
OTHER POST-EMPLOYMENT BENEFITS TRUST AGREEMENT**

As allowed by Section 7.2 of the Trust Agreement, the name of the Trust is changed from:

The Counties of Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell and Washington Other Post-Employment Benefits Trust Agreement,

to:

Albemarle and Tideland Mental Health Retirees Health Insurance Trust.

AGREED TO AND ACCEPTED this ____ day of _____, 2016.

TRUSTEES

- _____ County Manager Camden County
- _____ County Manager Chowan County
- _____ County Manager Currituck County
- _____ County Manager Dare County
- _____ County Manager Hyde County
- _____ County Manager Martin County
- _____ County Manager Pasquotank County
- _____ County Manager Perquimans County
- _____ County Manager Tyrrell County
- _____ County Manager Washington County

COUNTIES

- _____ Chairman Camden County
- _____ Chairman Chowan County
- _____ Chairman Currituck County

_____ Chairman Dare County

_____ Chairman Hyde County

_____ Chairman Martin County

_____ Chairman Pasquotank County

_____ Chairman Perquimans County

_____ Chairman Tyrrell County

_____ Chairman Washington County



Public Hearing -- East Carolina Radio -- H345 District Text Amendment

Description

A public hearing on a proposed zoning text amendment submitted by Rick Loesch on behalf of East Carolina Radio is scheduled for 5:30 p.m. A detailed staff report, consistency statement and other documents associated to this request are attached.

Board Action Requested

Conduct public hearing and act of proposed amendment.

Item Presenter

Donna Creef, Planning Director

PLANNING DEPARTEMNT STAFF REPORT

DATE: June 18, 2018 DCBC MEETING

FROM: Donna Creef, Planning Director

RE: PUBLIC HEARING -- East Carolina Radio --Text Amendment to H345 District

Last month the Board scheduled a Public Hearing on a zoning text amendment to the Highway 345 district submitted by Rick Loesch on behalf of East Carolina Radio. Currently, the H345 district permits telecommunications towers as conditional uses “only associated with a principal or conditional use in this district and subject to all standards established in Section 22-29.2 of the Zoning Ordinance. “ Mr. Loesch seeks to amend this language to uncouple the construction of a telecommunications tower with a principal or conditional use. This request is based on changing broadcast technologies and FCC regulations as detailed in the application submitted by Mr. Loesch.

A copy of the Wanchese zoning map is included with my staff memorandum. If adopted, the text amendment would apply to all areas zoned Highway 345 business. East Carolina Radios owns another property off Highway 345 that is already developed with other towers that are 525 feet and 175 feet in height. These towers were addressed with specific language included in the H345 district during the development of the Wanchese zoning map in 2006. Mr. Loesch has since acquired another property along Highway 345 and plans to build another 80’ tower on this site.

The proposed revision to the Highway 345 district is as follows:

Section 22-27.26 Highway 345 Business

(c) Conditional Uses

~~(3) Telecommunications towers only associated with a principal use that is authorized as either a permitted or conditional use in this district and subject to all standards established in Section 22-29.2 of the Zoning Ordinance~~

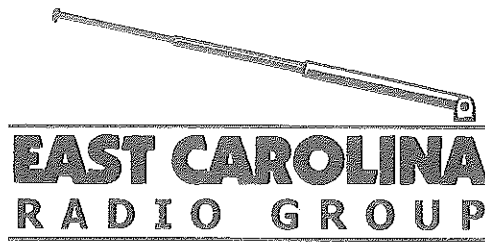
The commercial development policies from the 2009 Land Use Plan are attached. Neither the narrative nor the policies provide any direction on telecommunication towers, only addressing commercial development in general. It is my opinion that the request is not inconsistent with the land use plan policies especially since the Highway 345 district was drafted in 2006 to permit telecommunication towers. The Planning Board reviewed this request on April 9 and voted to recommend favorable action and found the request to be consistent with the Dare County Land Use Plan. However, any zoning amendment request can be denied based on public input even if the request is determined to be consistent with the land use plan. Consistency with land use plans is just one aspect of the review process for zoning amendments.

The property has been posted and adjoining property owners notified of the requested amendment. To date, we have not received any public comments.

Following the close of the public hearing, the Board will be in a position to act on the requested amendment. I have included draft motions for the Board's consideration:

Motion to adopt: "I move that the Highway 345 zoning text amendment for East Carolina Radio be adopted as recommended by the Planning Board. A finding of consistency is also adopted as part of this motion and this consistency statement shall be part of the public record."

Motion to deny zoning amendment request based on public input: "I move that the Highway 345 zoning text amendment for East Carolina Radio not be adopted due to concerns (insert issues identified by public) expressed by the neighborhood about the proposed revision".



March 14, 2018

Donna Creef
Planning Director
Planning Department
P. O. Box 1000
Manteo, NC 27954

Dear Donna,

I am interested in applying for an H345 text amendment at our proposed tower site for AM1530 radio station. The reason is because over the last 12 years the radio industry has changed the way it operates, and FCC regulations have changed as well. The radio industry back in 2006 employed many more people than today. An example is that radio stations had to staff 24 hours a day, and studios had to be located within their community of license. Today, 12 years later, radio stations use newer technology that requires less personnel. An example is that local radio stations might have only one "live" shift and the rest of the day might be prerecorded, or received via internet or satellite as in a syndicated program. Our morning show, John Boy & Billy on 95.3 WOBR is delivered to us via satellite, our midday program is prerecorded, our afternoon program is "live", and our evenings come to us via the internet.

FCC regulations have changed over the years as well. In 2006, studio locations were required to be in their community of license. Today they can be located anywhere as long as the public in the community of license has access to station public files. Today these public files are online. The tower we are proposing on the Mavrommatis property next to the campground will be about 80' tall (75' pole on top of a 4-5' support structure). The tower is made of fiberglass and only about 8" in diameter, so it will be quite obscure. There is no FAA requirement for lights because it is less than the threshold for lights of 200'.

A small transmitter building approximately 7' x 10' is proposed to be located next to the tower. The permitted usage of this transmitter building is subject of this text amendment request. We no longer need a studio where programming personnel are "live" 24 hours a day, and the FCC now allows studios to be located anywhere. We just need a building that houses our transmitting equipment like the one we are proposing.

Sincerely

Rick Loesch, President
East Carolina Radio

WERX • WRSF • WOBX • WOBR • WKJX • WCNC • WZBO

NAGS HEAD OFFICE

P.O. Box 1418, Nags Head, NC 27959
2422 S. Wrightsville Ave., Nags Head, NC 27959
Tel 252-441-1024 • Bus Fax 252-441-2109

ELIZABETH CITY OFFICE:

P.O. Box 1246, Elizabeth City, NC 27906
911 Parsonage Ext., Elizabeth City, NC 27909
Tel 252-335-4379 • Bus Fax 252-338-5275

EDENTON OFFICE:

P.O. Box 950, Edenton, NC 27932
1331 Paradise Rd, Edenton, NC 27932
Tel 252-482-2104 • Bus Fax 252-482-5591

Zoning Amendment Petition Application



A. APPLICANT INFORMATION

NAME: LAWRENCE F. LOESCH TELEPHONE: 252-216-6624
ADDRESS: 4744 ELM COURT COMMUNITY: Kitty Hawk
Kitty Hawk, NC 27949

B. PRESENT ZONING CLASSIFICATION: Highway 345 business

C. REQUESTED ZONING CHANGE: H345 text amendment

D. EXPLANATION OF REQUEST: text amendment to revise
telecommunications tower requirement to be associated
with a H345 permitted/conditional principal use -
see attached letter for additional description

E. ATTACHED IS THE FOLLOWING DATA AS REQUESTED:

- N/A ❖ 12 COPIES OF THE PLAT OR SURVEY OF PROPERTY TO BE CONSIDERED.
- ❖ CHECK IN THE AMOUNT OF FOUR HUNDRED \$400.00 MADE PAYABLE TO THE DARE COUNTY PLANNING DEPARTMENT. WE UNDERSTAND THAT ADVERTISING COST MAY BE FORWARDED TO US AT A LATER DATE.
- N/A ❖ A LIST OF NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS VERIFIED BY PIN# AS LISTED ON THE DARE COUNTY TAX RECORDS.

We, I, LAWRENCE F. LOESCH understand that Section 22.83 and Section 22.84 require a fee of four hundred (\$400.00), plus the cost of the required legal advertisement, to be paid to the County with the application to cover the costs of advertising and other administrative expenses involved.

Date of application

Lawrence F. Loesch
Name of applicant (signature in full)

Lawrence F. Loesch

Printed Name of applicant

Rev. 7-15

Commercial Development

As noted in the previous section, residential development is the preferred pattern of development for unincorporated Dare County. However, some commercial development is necessary to provide goods and services to the local residents and our seasonal visitors. One objective established for commercial development is that such development should reflect the Outer Banks coastal heritage. In the Planning Board discussions of this issue, various alternatives were addressed and it was noted that this objective will be difficult to implement. Most often building design standards are used to establish architectural features, façade, and paint schemes. Reaching a consensus of appropriate building design standards is difficult and often faced with opposition from the business community. The importance of aesthetics as a quality of life issue and our continued appeal to seasonal visitors was stressed by the Planning Board in writing the policies for this topic.

One objective identified for this management topic was to keep commercial development on a neighborhood scale and of a scope that is not designed to attract regional markets. In 2003, the Dare County Board of Commissioners adopted gross floor limitations for the commercial zoning districts in unincorporated areas of the County. The zoning maps for Mann Harbor and Wanchese also included gross floor area limitations. In 2007, a gross floor area limitation was also adopted by the Board of Commissioners for the unzoned areas of Dare County. These gross floor area limitations should assist with the objective of neighborhood commercial development, not commercial development for regional markets

The Planning Board also noted that the 2003 policy encouraging the continued existence of locally owned businesses should be included in the 2009 update. Many of the locally owned businesses have been in operation for many years, and in some instances, before zoning regulations were adopted by Dare County. Some of the businesses may have been rendered non-conforming with the overlay of zoning regulations. Amendments to the Zoning Ordinance to address the non-conforming status of older, existing businesses should be considered to ensure the replacement or repair of non-conforming commercial structures in support of the policy for locally-owned businesses. The eclectic nature of the businesses in unincorporated Dare County, especially along the Highway 12 corridor on Hatteras Island, is part of the appeal of the Outer Banks. Creating a favorable environment for the business community will assist with the continued success of the small neighborhood shops and stores in existence today.

Another potential tool identified during the LUP update process to implement the County's objectives is amendment of the Zoning Ordinance to limit drive-thru window service at restaurants and food service businesses. Most franchise food service businesses, especially the fast-food industry, rely on drive-thru window service. An amendment to eliminate this option for food service establishments

would provide an additional layer of protection for the unincorporated areas from franchise businesses that often employ unoriginal, generic, or replicated corporate building designs that are inconsistent with the traditional architecture of the Outer Banks. In addition to the incompatibility of these franchise restaurants with existing coastal village atmosphere, there are secondary impacts such as trash, lines of waiting vehicles, and a decrease in the appeal of the neighborhood that accompany these commercial developments.

The first section of the LUP noted that the needs of the permanent population and the seasonal population vary in terms of what commercial services and goods are desired. Many of the commercial businesses in Dare County are solely focused on the provision of souvenirs and tourist-related goods to the visiting population. The proliferation of these tourist-oriented businesses was identified by a vast majority of the respondents to the Citizen Involvement Poll as an important issue of concern. This concern was also voiced at all of the public input workshops held at the beginning of the update process in 2007. Other jurisdictions have adopted building design standards to address concerns about the aesthetics of these tourist-oriented retail operations. Building design standards do not address the profusion of such retail establishments. The legality of targeting one segment of the retail market and how to do so was identified as an implementation strategy by the Planning Board. Although it may prove extremely difficult to craft an ordinance aimed at tourist-related businesses, there was a strong consensus among the Planning Board that such efforts were worthy of study and research.

Policy LUC #5

Dare County encourages the continued existence and development of locally-owned businesses in unincorporated Dare County.

Implementation Strategy:

1. Inventory of older existing commercial businesses and consideration of zoning amendments to ensure their replacement or repair in the event of damage from a natural disaster. (2011)

Policy LUC #6

Commercial development should be designed to meet the needs of Dare County's unincorporated villages and not to serve as regional commercial centers. The gross floor area limitations of the Dare County Zoning Ordinance and other applicable land use codes shall be used as a tool to manage the footprint of commercial structures. The goal is to manage the size of the commercial structures, which serves as a disincentive for regional commercial centers for location in villages.

Policy LUC #7

Commercial businesses, regardless of size, should individualize their sites and building designs to reflect Dare County's coastal heritage. Adaptations of corporate or franchise designs to reflect our coastal character are encouraged. This is particularly applicable to the food service industry.

Implementation Strategies:

1. Identify amendments to the Dare County Zoning Ordinance and other land use ordinances that may be necessary to implement management objectives for residential and commercial development. This may include the elimination of drive-thru window restaurant service (but not all businesses employing drive-thru window service such as banks and pharmacies) in all commercial and S-1 zonings districts, building design standards for commercial structures, and amendments to Zoning Ordinance and Sign Ordinance as needed for commercial businesses. (2010-2013)
2. Rely on existing dimensional standards of the Dare County Zoning Ordinance for dwelling densities, lot coverage limitations, and commercial gross floor area limitations. These standards should be periodically examined relative to changes in technology for wastewater treatment, improved construction practices, market conditions, and demographic changes. (2011)
3. Study legality of regulations designed to address the proliferation of tourist-oriented retail establishments. (2011)
4. Work with East Lake residents to review zoning alternatives for this area. (2011)

Re-development

The redevelopment of under-utilized land or outdated structures will become more of an issue over the next few years. As the number of vacant tracts diminishes, redevelopment options will be considered by private owners. One factor that influences the redevelopment decision is federal flood regulations. The federal flood regulations require conformance and elevation to current base flood elevations if an older structure is remodeled to exceed 50% of its value. Because of this rule, some owners chose to demolish older structures and simply start again. Dare County encourages redevelopment activities and construction to utilize energy efficient construction methods.

Re-development activities shall be consistent with existing patterns and scale of development although this may prove to be difficult in some of the older subdivisions and neighborhoods that were platted and recorded in the 1970s before the current minimum lot sizes, current building codes, and flood standards.

Policy LUC #8:

Redevelopment of older structures shall be accomplished in a manner that is compatible with current NC building codes and federal flood insurance regulations and conforms with Dare County zoning regulations. Energy efficient construction standards are encouraged.

Implementation Strategy:

1. Consider development of incentives for “green” building techniques and energy efficient construction standards. (2011)

Industrial Development

Dare County does not have any “smokestack” or manufacturing industries similar to those that are found in other areas of North Carolina and the United States. Manufacturing is limited to boat building which is a traditional industry in Dare County and is an important component of our local economy. Other traditional industries include commercial fishing and construction and are recognized as consistent with the coastal heritage of Dare County. The need to diversify the economy of Dare County was noted during public input sessions and during Planning Board workshops. Industries such as medical support services and educational and research facilities were identified as industries that would provide diversified employment opportunities and not be detrimental to our natural resources.

The location of industrial development should be evaluated for impacts on surrounding properties, especially environmentally sensitive areas such as water bodies and wetlands. While it is recognized that the traditional industry of boat building has the need for access and location adjacent to or in close proximity of water bodies, other non-traditional or non-maritime industries should be located in areas developed with similar facilities and accomplished in an environmentally sensitive manner.

Policy LUC #9

The siting of industrial development facilities should be evaluated relative to their impacts on environmentally sensitive natural areas and existing patterns of development. Boat building, commercial fishing, and construction are recognized as traditional occupations and employment sectors in Dare County that are consistent with our coastal heritage.

Implementation Strategy:

1. Rely on the standards of the Dare County Zoning Ordinance for the siting and development of industrial development of both maritime-related uses and non-maritime related uses. (2010-2015)

Policy LUC #10

Diversification of Dare County’s economy to include compatible industries such as medical support services and educational and research facilities, are encouraged. These types of facilities provide employment opportunities and quality of life support for our residents without detriment to our natural resources.

ZONING AMENDMENT CONSISTENCY DETERMINATION

On June 18, 2018, the Dare County Board of Commissioners considered a zoning text amendment application submitted by East Carolina Radio. This zoning amendment application seeks to revise the Highway 345 district to allow stand along telecommunications towers up to 75 feet in height. .

The 2009 Dare County Land Use Plan is the comprehensive plan for unincorporated Dare County adopted by the Dare County Board of Commissioners on December 6, 2010.

A review of the Dare County Land Use Plan found the following policies to be applicable to the zoning text amendment:

Land Use Compatibility Management Topic

Policy # LUC # 5

Dare County encourages the continued existence and development of locally-owned businesses in unincorporated Dare County.

Implementation Strategy for LUC #5 – Inventory of older existing commercial businesses and consideration of zoning amendment to ensure their replacement or repair in the event of damage from a natural disaster.

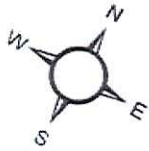
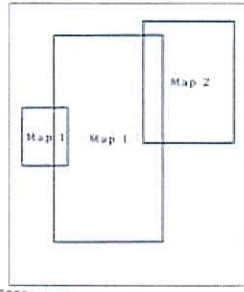
Policy #LUC 6

Policy #LUC6 Commercial development should be designed to meet the needs of Dare County's unincorporated village and not serve as regional commercial centers. The gross floor area limitations of the Dare County Zoning Ordinance and other applicable land use codes shall be used as a tool to manage the footprint of commercial structures. The goal is to manage the size of commercial structures, which serve as a disincentive for regional commercial centers for location in villages.

On April 9, 2018 the Dare County Planning Board voted to recommend favorable action on the zoning amendment and found the amendment to be consistent with the 2009 Dare County Land Use Plan.

Based on a review of the Dare county Land Use Plan and the consistency statement of the Planning Board, the Board of Commissioners also finds the proposed H345 amendment to be consistent with the 2009 Land Use Plan. The commercial development policies do not address the construction of telecommunications towers. The Highway 345 district permits telecommunication towers in conjunction with a principal or conditional use of the Highway 345 district. Changing technology in the radio broadcast business and changing FCC regulations do not require an on-site broadcast studio to be located on-site with radio broadcast towers. Therefore, the elimination of the requirement for a tower to be constructed in conjunction with another use does not negatively impact the Highway 345 district and its other permitted and conditional uses.

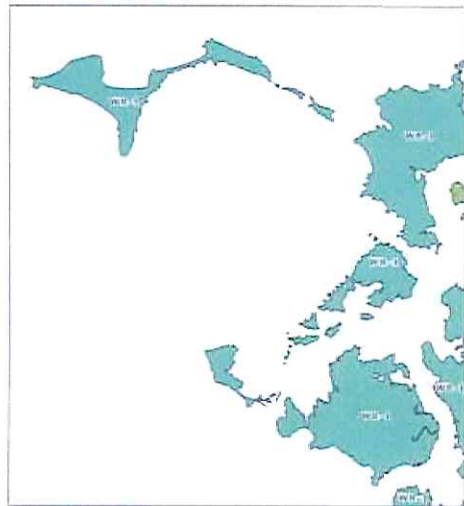
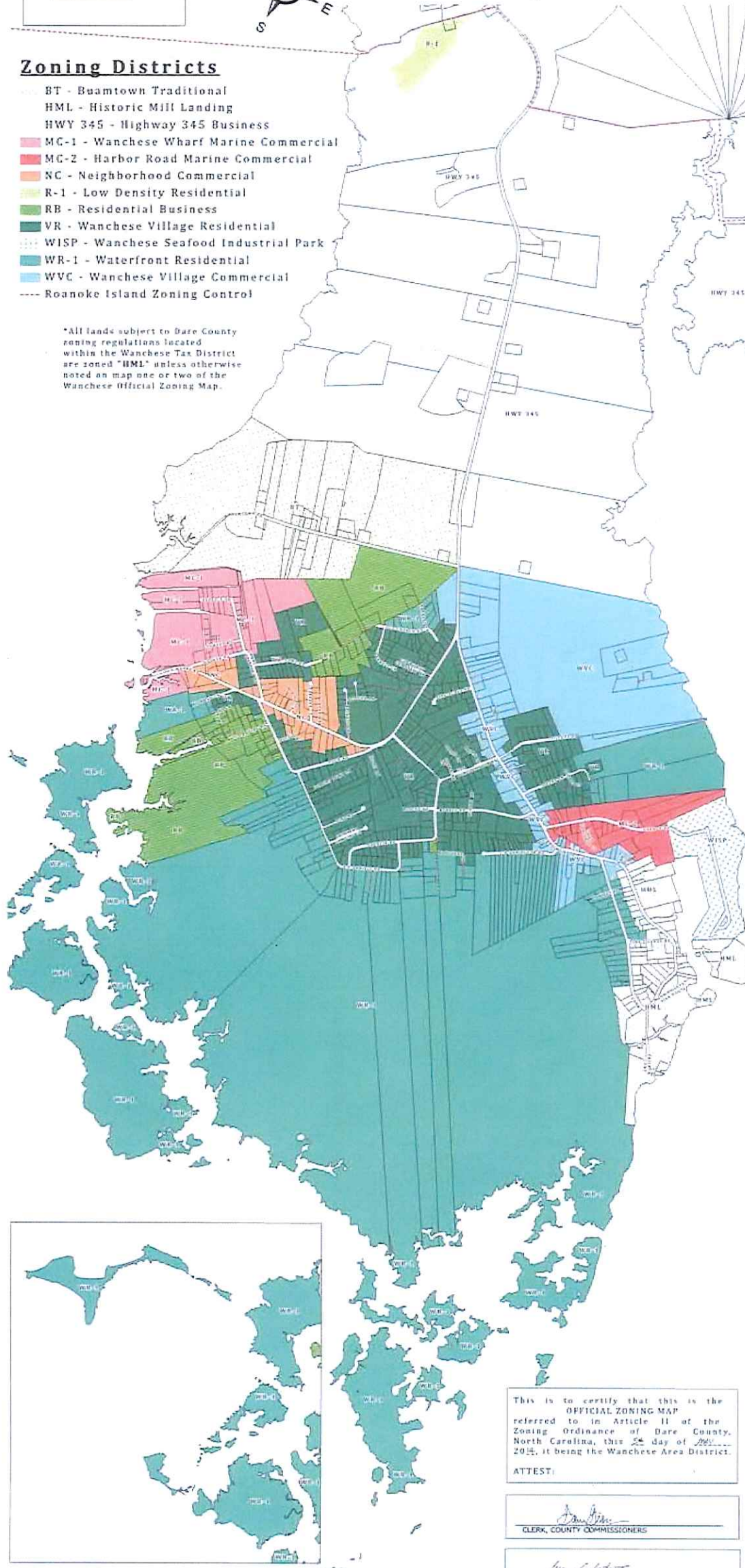
Wanchese, N.C. Official Zoning Map 1 in = 575 ft Map 1



Zoning Districts

- BT - Buamtown Traditional
- HML - Historic Mill Landing
- HWY 345 - Highway 345 Business
- MC-1 - Wanchese Wharf Marine Commercial
- MC-2 - Harbor Road Marine Commercial
- NC - Neighborhood Commercial
- R-1 - Low Density Residential
- RB - Residential Business
- VR - Wanchese Village Residential
- WISP - Wanchese Seafood Industrial Park
- WR-1 - Waterfront Residential
- WVC - Wanchese Village Commercial
- Roanoke Island Zoning Control

*All lands subject to Dare County zoning regulations located within the Wanchese Tax District are zoned "HML" unless otherwise noted on map one or two of the Wanchese Official Zoning Map.



This is to certify that this is the OFFICIAL ZONING MAP referred to in Article II of the Zoning Ordinance of Dare County, North Carolina, this 24 day of May, 2014, it being the Wanchese Area District.

ATTEST:

[Signature]
CLERK, COUNTY COMMISSIONERS

[Signature]
CHAIRMAN, COUNTY COMMISSIONERS



Consent Agenda

Description

1. Approval of Minutes (06.04.18)
2. Amendment to Capital Project Ordinances - Outer Banks Scenic Byways & Courthouse HVAC
3. Authorization to Present Service Weapon to Retiring Deputy Sheriffs
4. 3-Year Contract for Metro Ethernet Services
5. 3-Year Contract for Outbound Internet
6. Tax Collector's Report

Board Action Requested

Approval

Item Presenter

County Manager, Robert Outten



Approval of Minutes

Description

The Board of Commissioners will review and approve their previous Minutes, which follow this page.

Board Action Requested

Approve Previous Minutes

Item Presenter

County Manager, Robert Outten



County of Dare

P.O. Box 1000 | Manteo, NC 27954

MINUTES

DARE COUNTY BOARD OF COMMISSIONERS MEETING

Dare County Administration Building, Manteo, NC

9:00 a.m., June 4, 2018

Commissioners present: Chairman Robert Woodard, Vice Chairman Wally Overman
Jack Shea, Steve House, Rob Ross, Jim Tobin

Commissioners absent: Danny Couch

Others present: County Manager/Attorney, Robert Outten
Deputy County Manager/Finance Director, David Clawson
Public Information Officer, Dorothy Hester
Clerk to the Board, Gary Lee Gross

A full and complete account of the entire Board of Commissioners meeting is archived on a video that is available for viewing on the Dare County website www.darenc.com.

Chairman Woodard called the meeting to order at 9:03 a.m. He invited Rev. Keith Dey from Emmanuel Lutheran Church to share a prayer, and then he led the Pledge of Allegiance to the flag. Chairman Woodard asked for a moment of silence to remember a 79-year-old visitor from Pennsylvania who died over the weekend while swimming off Hatteras Island.

It was reported that Commissioner Couch was unable to attend due to an excused absence.

Note – some agenda items were handled out of sequential order to accommodate the time specific Public Hearings scheduled for 10:00 a.m.

ITEM 1 – OPENING REMARKS – CHAIRMAN’S UPDATE

Following is a brief outline of the items mentioned by Chairman Woodard during his opening remarks, which can be viewed in their entirety in a video on the Dare County website –

- Provided a report from National Park Service Superintendent David Hallac on increased visitation to local NPS attractions, status of ORV permits and access to the seashore.
- Reported on the most recent Avon beach nourishment meeting, which included representatives from Senator Burr’s office to discuss short term and long term solutions.
- Noted that the State Legislature has approved their fiscal year budget. The Chairman expressed excitement about a provision that will allow the County to do a public/private partnership for a local dredge vessel to maintain Dare County waterways.
- Commented on a Bill, sponsored by Representative Boswell, to provide flexibility to the College of the Albemarle to use State Funds for a construction project to expand the

COA Dare County campus. He thanked Commissioner Couch for chairing the COA Task Force that worked to gather community input on curriculum ideas.

- The Chairman commended Captain Trey Piland, the Communications Director with the Sheriff's Office, for his courageous, swift, and heroic action in rescuing a child who was swimming on Roanoke Island.
- Chairman Woodard, along with Dare Day organizer Martha Wickre, announced that Commissioner Jack Shea is the Dare County "Citizen of the Year" and honored the retiring Commissioner for his distinguished service to the people of Dare County.
- Three student athletes from First Flight High School were recognized and presented certificates for winning State Championships - - -
 - Alex Rodman, 1600 Meter Indoor Track State Championship
 - Skylar Stultz, 1000 Meter Indoor & 1600 Meter Outdoor State Championships
 - Jeremiah Derby, 126 pound Wrestling State Championship
- Members of the First Flight High School Womens Soccer Team were saluted for winning a State Championship. Head Coach Juan Ramirez and the team presented Chairman Woodard with a framed, autographed team picture.
- Dr. Walter Holton, M.D. was honored for his 44 years of dedicated service during which time he provided much needed medical care, championed the development of 24 hour emergency medical services, and served the community as a School Board Member.

RECESS: 9:46 a.m. – 10:01 a.m.

ITEM 2 – PRESENTATION OF COUNTY SERVICE PINS

- 1) Jennifer Davenport, Deputy Tax Collector, received a 10-year pin.
- 2) Julie Anderson, EMS Captain, received a 15-year pin.
- 3) Donna Creef, Planning Director, received a 30-year pin.

ITEM 3 – EMPLOYEE OF THE MONTH – JUNE 2018

This item was postponed until a future meeting.

ITEM 4 – PUBLIC COMMENTS

The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. Following is a brief summary of citizen remarks, which can be viewed in their entirety in a video on the Dare County website –

The following comments were made in Manteo –

1. Bob Peele, on behalf of the Outer Banks Chamber of Commerce, read a letter asking the Board to direct the Planning Director and Planning board to review zoning ordinances to determine where changes may be appropriate to allow for less restrictive lot sizes and higher densities in an effort to facilitate the development of affordable housing. Mr. Peele provided a written list of specific requests related to Accessory Dwelling Units, Duplexes, and Multi-Family Structures.

Following his remarks, Mr. Peele along with Chamber President & CEO Karen Brown fielded Commissioner questions. It was noted that Accessory Dwelling Units (ADU's), also known as mother-in-law suites, represent an area where the Chamber sees the potential for flexibility that could have an impact. Mr. Outten gave an overview of the process that would need to be undertaken by County and Town Planning Boards, which would involve the scheduling of public hearings prior to formal Board approval.

2. Paul Alexander, as an active volunteer at the Dare County Animal Shelter, thanked Commissioners for their generosity and support of the facility. He outlined the Shelter's community outreach efforts and described things that have been done to place animals into loving homes. Mr. Alexander told Commissioners that their ongoing support of the Animal Shelter has saved the lives of many animals and that the facility has become a model that others emulate.

There were no comments made in Buxton –

ITEM 5 – PROCLAMATION – DARE COUNTY HURRICANE PREPAREDNESS 2018

Drew Pearson, Dare County Emergency Management Director, presented a proclamation encouraging everyone to plan and prepare for hurricanes so that residents, visitors, and businesses will be ready for the dangers of hurricanes. He reviewed the County's ongoing preparedness activities and outlined outreach efforts to keep people well informed. Mr. Pearson showcased information about a "Love the Beach, Respect the Ocean" campaign that was developed to warn people about the life threatening danger of rip currents.

MOTION

Commissioner Shea motioned to adopt the proclamation as presented.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

ITEM 6 – PUBLIC HEALTH DIVISION – LEASE FOR HATTERAS PROPERTY

Public Health Director, Dr. Sheila Davies, presented a one-year agreement with Gail Covington to lease a portion of the county-owned property located at 57635 NC Highway 12 in Hatteras Village. The County Manager explained that the space that will be leased by the tenant is for her to have a base of operation for the mobile health care service that she provides. Dr. Davies noted that the tenant focuses on acute care and the Public Health Division is still in negotiations to secure a primary care provider for the Hatteras facility.

MOTION

Commissioner Shea motioned to approve the lease.

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 7 – PUBLIC HEALTH DIVISION – UPDATE ON CHILD TELE-PSYCHIATRY

Dr. Sheila Davies provided an update on the County's child telepsychiatry partnership with Surf Pediatrics and the Brody School of Medicine at East Carolina University. She outlined the number of patient evaluations and provided a breakdown of ages. Dr. Davies also gave a financial overview of the child telepsychiatry service and reported positive feedback from

parents and health care providers who describe it as a model for coordinated care. She added that Vice Chairman Overman was instrumental in putting the relationships together to form this effective partnership arrangement. Commissioner Shea noted that early identification of mental health issues is very important.

ITEM 8 – ECONOMIC DEVELOPMENT – EXTENSION OF AGREEMENT WITH THE CHAMBER OF COMMERCE

The County Manager presented an extension to the agreement between Dare County and the Outer Banks Chamber of Commerce for implementation of the Economic Development and Diversification Strategic Plan that was developed for the County by consultants at NC State University. Chairman Woodard recommended that the County sit down with the Chamber leadership to establish measurable goals and objectives before extending the agreement. He also noted that the need for affordable housing, as a key component of economic development, has been an issue on everyone’s plate for years.

MOTION

Vice Chairman Overman motioned to postpone action on extending the economic development agreement so that the County can first meet with Chamber leadership to discuss establishing goals and objectives and to direct the Dare County Planning Director and Planning Board to move forward in reviewing the affordable housing items that were presented by the Chamber during today’s Public Comments.

Commissioner House and Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 9 – RENEWAL OF AGREEMENT WITH OUTER BANKS SPCA

Mr. Outten outlined a renewal agreement with the Outer Banks SPCA reflecting the same terms and conditions pertaining to operation of the Dare County Animal Shelter and enforcement of title 9: Section 91 of the Dare County Code of Ordinances.

MOTION

Commissioner Tobin motioned to approve the renewal agreement and authorize the County Manager to execute the document.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

ITEM 10 – RESOLUTION – IMPLEMENTING THE RESULTS OF THE HATTERAS VILLAGE VOTER REFERENDUM (Att. #1)

The County Manager explained that pursuant to Session Law 2017-50 (House Bill 415) an election was held on May 8, 2018 on the question of allowing the Hatteras Village Community Center District to expand the uses of ad valorem tax funds for the construction and maintenance of multiuse pathways around the village. It was noted that a majority of the qualified voters on May 8 voted in favor of the referendum and that result has been certified by the Board of Elections. Mr. Outten presented a Resolution to implement the results of the voter referendum.

MOTION

Vice Chairman Overman and Commissioner House motioned to adopt the resolution.
Commissioner Shea seconded the motion.
VOTE: AYES unanimous

ITEM 11 – RESOLUTION AMENDING INSTALLMENT PURCHASE CONTRACT WITH THE DARE COUNTY PUBLIC FACILITIES CORPORATION (Att. #2)

Note: Item 13(1) “Public Hearing” was done prior to the Board taking action on this item - - - Finance Director David Clawson presented a Resolution related to the issuance of the Series 2018 Limited Obligation Bonds (LOBs) for the financing of the County’s share of the 2019 Nags Head Beach Nourishment project and renovations and improvement to Manteo High School. It was noted that prior to the meeting, the Dare County Public Facilities Corporation met to adopt the necessary Corporation Resolution. Mr. Clawson added that the application will be on the Local Government Commission’s July 10 agenda, and the financing is expected to close on July 19, 2018.

MOTION

Vice Chairman Overman motioned to adopt the resolution.
Commissioner Shea seconded the motion.
VOTE: AYES unanimous

ITEM 12 – CAPITAL PROJECT ORDINANCE, NAGS HEAD BEACH NOURISHMENT & AMENDMENT FOR MANTEO HIGH SCHOOL (Att. #3)

The Finance Director outlined a Capital Project Ordinance (CPO) related to the County’s share of the 2019 Nags Head beach nourishment project. He explained that the CPO establishes the budget for the project and outlines the debt costs of issuance, and the debt proceeds from the Series 2018 LOBs. He also presented an amendment to the Capital Project Ordinance for Manteo High School, which was originally adopted on Sept. 18, 2017.

MOTION

Commissioner Shea motioned to adopt the Capital Project Ordinance and the amendment to the School Capital Project Ordinance.
Commissioner Ross seconded the motion.
VOTE: AYES unanimous

ITEM 13(1) – PUBLIC HEARING – SERIES 2018 LIMITED OBLIGATION BONDS

At 10:29 a.m., the Board of Commissioners held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. No one responded to the invitation to address the Board. Chairman Woodard closed the hearing at 10:29 a.m. and the Board then took action on agenda item 11. (See notes above)

ITEM 13(2) – PUBLIC HEARING – MANAGER’S PROPOSED BUDGET (Att. #4)

At 10:32 a.m., the Board of Commissioners held a Public Hearing to receive input concerning this agenda item. The Manager outlined the procedure for making public comments in Manteo and via the video link to the Fessenden Center in Buxton. No one responded to the invitation to address the Board. Chairman Woodard closed the hearing at 10:33 a.m. A list of changes since the presentation of the budget was given to the Board, which was followed by a motion to approve the budget.

MOTION

Commissioner Shea motioned to approve the Manager’s Proposed 2019 Fiscal Year Budget incorporating the changes that were outlined since the presentation of the Budget and to adopt the annual Budget Ordinance.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous

ITEM 14 – CONSENT AGENDA

The Manager announced the items as they were visually displayed in the meeting room.

MOTION

Commissioner Shea motioned to approve the Consent Agenda:

- 1) Approval of Minutes (05.21.18) **(Att. #5)**
- 2) Juvenile Crime Prevention Council – Standards & Funding Plan for FY2018/2019
- 3) DCDHHS, Public Health Division – Clinic Equipment for Nags Head Office
- 4) Budget Amendment – Crisis Intervention Program Increase
- 5) Resolution Approving Local Water Supply Plan **(Att. #6)**
- 6) Fireworks Display – Avon Property Owner’s Association
- 7) Fireworks Display – Town of Nags Head
- 8) Fireworks Display – Town of Manteo
- 9) Road Request – Raleigh Wood Drive **(Att. #7)**
- 10) Contract for Postage Machine
- 11) Jail Commissary Increase

Commissioner House seconded the motion.

VOTE: AYES unanimous

ITEM 15 – BOARD APPOINTMENTS

1) Dare County Transportation Advisory Board

Commissioner House motioned to reappoint Jay Burrus, Kenny Kee, Brandi Rheubottom, and Nessie Siler. And, appoint Alex Chandler to replace John Winston, Jr. Commissioner Shea seconded the motion.

VOTE: AYES unanimous

2) Dare County Waterways Commission

Vice Chairman Overman motioned to reappoint Danny Couch, Ernie Foster, Steve Coulter. And appoint Natalie Kavanagh to replace Ronald Lowe. Commissioner House and Commissioner Shea seconded the motion.

VOTE: AYES unanimous

Chairman Woodard noted that with the previous resignation of Charles Earley, the Waterways Commission is now back to its proper composition of seven members.

- 3) Extra Territorial Jurisdiction (ETJ) District – Town of Southern Shores
Commissioner House motioned to reappoint John Finelli.
Commissioner Shea seconded the motion.
VOTE: AYES unanimous
- 4) Fessenden Center Advisory Board
Vice Chairman Overman motioned to reappoint Danny Couch, Steve Jennette, William A. Lengyel, Forrest Paddock, and Marcie Shoemaker. And, appoint Robyn Easley to fill the unexpired term of Mary Ellen Ballance.
Commissioner House seconded the motion.
VOTE: AYES unanimous
- 5) Hatteras Community Center Board
Vice Chairman Overman motioned to reappoint Rom Whitaker and appoint Laura Young.
Commissioner House seconded the motion.
VOTE: AYES unanimous
- 6) Juvenile Crime Prevention Council (JCPC)
Chairman Woodard motioned to reappoint Melinda Mogowski, Stephen Wescott, Michael Lewis, Tim White, Marsha Ribner-Cady, Josh Houston. And, appoint Edward Hall to replace LaQreshia Bates-Harley who has transferred out of the area.
Vice Chairman Overman seconded the motion.
VOTE: AYES unanimous
In making the motion, Chairman Woodard questioned why the JCPC wanted to wait to fill the seat held by John Gardner, who did not seek reappointment.
- 7) Library Board - Dare
Commissioner House motioned to reappoint Heath Haithcock.
Commissioner Ross seconded the motion.
VOTE: AYES unanimous
- 8) Manns Harbor Community Center
Commissioner House motioned to reappoint Clyde Gard and Bonny Sawyer.
Commissioner Shea seconded the motion.
VOTE: AYES unanimous
- 9) Roanoke Island Community Center
Vice Chairman Overman motioned to reappoint Kelli Harmon and Daniel Selby. And, appoint Lynette Ford to replace Doris Creecy. And, appoint Clarence Lewis to replace Willer Spencer.
Commissioner Shea seconded the motion.
VOTE: AYES unanimous
- 10) Rodanthe, Waves, Salvo Community Center Board
Vice Chairman Overman motioned to reappoint Susan Gray and J.W. Kierzkowski.
Commissioner House seconded the motion.
VOTE: AYES unanimous

11) Veterans Advisory Council

Commissioner Shea motioned to reappoint Russell Laney. And appoint Blake Salmon to replace Gary Kierney, who did not seek reappointment.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

12) Upcoming Board Appointments

The upcoming Board appointments for July, August, and September were announced.

ITEM 16 – COMMISSIONERS’ BUSINESS & MANAGER’S/ATTORNEY’S BUSINESS

Commissioners and the County Manager frequently make extensive remarks, which can be viewed in their entirety in a video on the Dare County website. Following is a brief summary outline of the items mentioned by Commissioners during this segment –

Commissioner Shea

- Thanked the service pin recipients for making Dare County a great place.
- Expressed gratitude on being named the Dare County “Citizen of the Year”

Commissioner Tobin

- Gave an update on House Bill 1035, sponsored by Representative Boswell, which would provide flexibility for the College of the Albemarle to use State funds for constructing educational facilities in Dare County.
- Reported that Senate Bill 99 was successfully passed, which includes a provision for a public/private partnership for a dredge vessel to maintain our local waterways, including both Oregon Inlet and Hatteras Inlet, on a proactive basis. Appreciation was expressed for the efforts of Senator Cook and Representative Boswell related to this matter. Commissioner Tobin then presented a Resolution delegating duties to the Oregon Inlet Task Force pursuant to Senate Bill 99. The Board discussed whether the delegable duties should be specifically identified and it was the consensus of the Board that the Resolution should include amendments delineating the delegable duties as outlined by the County Manager, which resulted in the following motion - - -

MOTION (Att. #8)

Commissioner Tobin motioned to approve the Resolution with the inclusion of the amendments mentioned by the County Manager to delineate the duties that are being delegated to the Oregon Inlet Task Force.

Commissioner House seconded the motion.

VOTE: AYES unanimous (note: Commissioner Shea was not present for voting on this item)

Commissioner Ross

- Commented on the significance of Dare County being able to have a dredge vessel.
- Said the material provided by the School Superintendent on the Dual Language Immersion Program for next school year was very thorough and informative.
- Commissioner Ross commended everyone who received recognition at the start of today’s meeting including the service pin recipients, the student athletes, the soccer team, Trey Piland, and Dr. Holton.

- Congratulated Gail and Angelo Sonnesso on GEM (Gentle Expert Memory Care) being highlighted by the Southern Gerontological Society and thanked them for their work to raise awareness and community support for dementia, which effects many elderly.
- Thanked the County Manager for resolving a dispute concerning the use of the Baum Center at Christmas time for the Angel Tree program by negotiating a workable solution.
- Said he has reached out to Senator Cook about a topic being discussed in Raleigh concerning Marsy's Law, a legislative measure to protect the rights of crime victims, which he said he is inclined to support. It was noted that the Board previously adopted a resolution in support of Marsy's Law.

Commissioner House

- Congratulated all the State Champions from First Flight High School that were honored at today's meeting.
- Expressed gratitude that provision for a local water testing office in Nags Head was included in the State's budget for the upcoming fiscal year.
- Reported on a very successful Legislative Fish Fry that was recently held in Raleigh where Dare County watermen had the opportunity to educate and enlighten legislators about the commercial fishing industry.
- Briefed the Board on House Bill 1063 that seeks once again to change the definition of commercial fishing. He explained that he has reached out to Raleigh on this issue and presented a resolution renewing the Board's opposition to any action that would change the definition of commercial fishing or cause harm to our Working Watermen.

MOTION (Att. #9)

Commissioner House motioned to approve the Resolution as presented.

Commissioner Tobin seconded the motion.

VOTE: AYES unanimous (note: Commissioner Shea was not present for voting on this item)

Vice Chairman Overman

- Congratulated the service pin recipients.
- Thanked Martha Wickre for organizing a very successful Dare Day celebration.
- Noted that Commissioner Shea is a fine person to have been selected as the Dare County "Citizen of the Year" and well deserving of this honor.
- Recognized Trey Piland for his heroic action in saving the life of a young child.
- Congratulated all the First Flight High School athletes honored at today's meeting.

Chairman Woodard

- Explained that House Bill 717, pending in the NC Legislature, would eliminate one of the five District Court Judge positions for our district, which encompasses seven counties. He presented a request from Judge Edgar Barnes for a letter asking that all five judgeships be retained. The Chairman read a letter and asked for approval to send it.

MOTION

Vice Chairman Overman motioned to approve sending a letter to Legislators in Raleigh in support of retaining all five District Court Judge positions as outlined by the Chairman. Commissioner Ross seconded the motion.

VOTE: AYES unanimous (note: Commissioner Shea was not present for voting on this item)

MANAGER’S/ATTORNEY’S BUSINESS

- 1. The County Manager asked if the legislative matters that Commissioners mentioned today, including House Bill 717, House Bill 1063, and House Bill 1035 should be directed to our lobbyist in Raleigh for follow-up. It was the consensus of the Board to reach out to McGuireWoods on these issues.

Public Information Officer Dorothy Hester noted that yesterday was “Positivity Day” in Dare County. She then outlined public awareness efforts that are underway concerning hurricane preparedness. Commissioner House suggested that a special message be created for visitors so they will be hurricane ready. Ms. Hester reported on material that is made available to property management companies on this issue.

Finance Director David Clawson noted that he will have several financial items on the next agenda regarding federal and state policies and rules that need to be put in place.

Before asking for a motion to adjourn, Chairman Woodard thanked the Board for all their hard work and dedication. He thanked Commissioner House for his efforts on behalf of Working Watermen and thanked Commissioner Tobin for what he has done for dredging.

MOTION

Commissioner House motioned to adjourn the meeting.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous (note: Commissioner Shea was not present for voting on this item)

At 12:27 p.m., the Board of Commissioners adjourned until 5:00 p.m., June 18, 2018.

Respectfully submitted,

[SEAL]

By: _____
Gary Lee Gross, Clerk to the Board

APPROVED: By: _____
Robert Woodard, Chairman
Dare County Board of Commissioners



Amendment to Capital Project Ordinances
1 - Outer Banks National Scenic Byways Pathway Project
2 - Installment Financing Contract for Courthouse HVAC

Description

The attached capital project ordinances amend the budgets for the projects as follows:

1 - OBNSB Pathway Project - split the donations proceeds between donations for construction and donations for maintenance. This will allow the construction account and related grant proceeds accounts to be closed out. The maintenance accounts will remain open until all funds are expended.

2 - IF contract for courthouse HVAC - reduce debt proceeds and related costs of issuance based on actual financing agreement. Cost of issuance were lower than anticipated.

Board Action Requested

Item Presenter

**County of Dare, North Carolina
Capital Project Ordinance**

**for
Outer Banks Scenic Byway Project FY 2012**

BE IT ORDAINED by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, originally adopted 9/19/11, and amended 5/6/13, 8/19/2013, and 8/3/2015, is hereby amended:

Section 1 The project is the Outer Banks Scenic Byways Hatteras Island Pathways Project consisting of building off-the-road paved pathways along 7.9 miles in four Hatteras Island villages. The project is funded by a grant from the Federal Highways Administration (NSBP-0012(51)) (CFDA #20.205), a grant from the Dare County Tourism Board, a grant from the National Park Service, and donations.

Section 2 The following budget shall be conducted within the Capital Projects Funds (#61).

Section 3 The following appropriations are increased/decreased for the project:

Section 4 The following revenue is anticipated to be available to complete the project:

Donations-OBNSB (Construction)	613050-465020-60280	\$23,687 decrease
Donations-OBNSB (Maintenance)	613050-465030-60280	\$23,687 increase

Section 5 The Finance Officer is directed to report, on a monthly basis, as a part of the normal monthly financial reporting process currently in place, the financial status of the project.

Section 6 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer, and the Clerk to the Board of Commissioners.

Adopted this 18th day of June, 2018.

Chairman, Board of Commissioners

[SEAL]

Clerk to the Board of Commissioners

**County of Dare, North Carolina
Capital Project Ordinance**

**for
Installment Financing Contract for Courthouse HVAC Project for FY 2017**

BE IT ORDAINED by the Board of Commissioners of the County of Dare, North Carolina that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance, originally adopted 9/19/2016, is hereby amended:

Section 1 The project is the installment financing contract for the Courthouse HVAC project (#98725).

Section 2 The following budget shall be conducted within the Capital Projects Funds (#61).

Section 3 The following appropriations are hereby amended for the project:

Cost of Issuance	615529-545300-98725	\$24,386 decrease
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Section 4 The following revenues are hereby amended for the project:

Installment Financing Proceeds	613090-470200-98725	\$24,386 decrease
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Section 5 The Finance Officer is directed to report, on a monthly basis, as a part of the normal monthly financial reporting process currently in place, the financial status of the project.

Section 6 Copies of this capital project ordinance shall be furnished to the Budget Officer, the Finance Officer, and the Clerk to the Board of Commissioners.

Adopted this 18th day of June, 2018.

Chairman, Board of Commissioners

[SEAL]

Clerk to the Board of Commissioners



AUTHORIZATION TO PRESENT SERVICE WEAPON TO RETIRING DEPUTY SHERIFFS

Description

Deputy Sheriffs Mark McKay and Billy Essick are retiring and Sheriff Doughtie requests permission to present each one with their service weapon in recognition of their distinguished service as provided in North Carolina General Statute 20-187.2.

Board Action Requested

Authorize the transfer of each weapon in the amount of \$1.00 pursuant to the provisions of the General Statutes.

Item Presenter

Sheriff J. D. "Doug" Doughtie



3 year contract for Metro Ethernet Services

Description

3 year contract with CenturyLink to provide Metro Ethernet services, which is used interconnect county facilities.

Board Action Requested

Approval of the contract

Item Presenter

Matthew Hester, Information Technology Director



Customer Contact Information:

Company Name: Dare County
Billing Address: ADMINISTRATIVE BLDG PO BOX 1000
Billing City, State, Zip: MANTEO NC 27954-1000
BAN ID: 307761800
Customer Contact Name:
Customer Contact Phone:
Customer Contact E-mail:

CenturyLink Contact Information:

Sales Person: Michael Bray [1145541]
Email: Michael.W.Bray@centurylink.com
Sales Contact Number: 919 562 2867
Dealer Code: 1145541

Engineer: Mitch Parker
Email: mitch.parker@centurylink.com
Engineer Contact Number: 919-562-2562

Service Description: The following Term options reflect the total budgetary Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: Metro Ethernet - Classic Enhanced Services
Term Agreement: 36 month
Total # of Sites included in this quote: 26

Site	Listing Name	MRR	NRR
A	600 MUSTIAN ST	\$-260.00	\$0.00
B	600 MUSTIAN ST	\$0.00	\$0.00
C	1000 WESCOTT PARK RD	\$-170.00	\$0.00
D	1000 WESTCOTT PARK RD	\$0.00	\$0.00
E	1632 N CROATAN HWY	\$-260.00	\$0.00
F	1632 N CROATAN HWY	\$0.00	\$0.00
G	205 64 264 HWY S	\$-170.00	\$0.00
H	205 64 264 HWY S	\$0.00	\$0.00
I	2089 COLINGTON RD	\$-170.00	\$0.00
J	2089 COLINGTON RD	\$0.00	\$0.00
K	23697 HIGHWAY 12	\$-170.00	\$0.00
L	23697 NC 12 HWY	\$0.00	\$0.00
M	2601 N CROATAN HWY	\$-260.00	\$0.00
N	2601 N CROATAN HWY	\$0.00	\$0.00
O	300 S MUSTIAN ST @ BLDG F	\$-170.00	\$0.00
P	300 S MUSTIAN ST @ BLDG F	\$0.00	\$0.00
Q	359 WATER PLANT RD	\$-170.00	\$0.00

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
 Proposal Date: 5/21/2018
 Expire Quote Date: 7/28/2018
 Customer Copy - Quote #: 18-004039



R	359 WATER PLANT RD	\$0.00	\$0.00
S	46830 NC 12 HWY	\$-170.00	\$0.00
T	46830 NC 12 HWY	\$0.00	\$0.00
U	1018 DRIFTWOOD DR	\$-410.00	\$0.00
V	1018 DRIFTWOOD DR	\$0.00	\$0.00
W	50225 WATER ASSOCIATION RD	\$-170.00	\$0.00
X	50225 WATER ASSOCIATION RD	\$0.00	\$0.00
Y	954 MARSHALL C COLLINS DR	\$80.00	\$0.00
Z	954 MARSHALL C COLLINS DR	\$0.00	\$0.00
	TOTAL	\$-2470.00	\$0.00



Customer Service Location:

PON #:
Primary Location Name: 600 MUSTIAN ST
Address: 600 S MUSTIAN ST BLDG DARE REV
City, State, Zip: KILL DEVIL HILLS, NC, 27948
NPA-NXX: 252-441
On Site Contact Name:
Work TN:
Circuit ID: 60.LOXX.690193..CRLN

Telco Central Office Information:

Telco A: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: KDHLNCXA01W
Serving Central Office Address: 202 ASHVILLE DR
Serving Central Office City, State, Zip: KILL DEVIL HILLS, NC 27948

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
A	1	PPE3CEZ1B	E161	10Mbps Enhanced Ethernet - Classic	\$760.00	
				TOTAL	\$760.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
A	1	PPE3CEZ1B	E163	50Mbps Enhanced Ethernet - Classic	\$475.00	
A	1	PPETHGLD	EQHGLD		\$25.00	
				TOTAL	\$500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 600 MUSTIAN ST
Address: 600 S MUSTIAN ST BLDG DARE REV
City, State, Zip: KILL DEVIL HILLS, NC, 27948
NPA-NXX: 252-441
On Site Contact Name:
Work TN:
Circuit ID: 60.LOXX.690193..CRLN

Telco Central Office Information:

Telco B: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: KDHLNCXA01W
Serving Central Office Address: 202 ASHVILLE DR
Serving Central Office City, State, Zip: KILL DEVIL HILLS, NC 27948

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Additional Terms and Conditions:

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 Service: Metro Ethernet - Classic Enhanced Services
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Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 1000 WESCOTT PARK RD
Address: 1000 WESCOTT PARK RD
City, State, Zip: MANTEO, NC, 27954
NPA-NXX:
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.100013..CRLN

Telco Central Office Information:

Telco C: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
C	1	PPE3CEZ1B	E160	5Mbps Enhanced Ethernet - Classic	\$670.00	
				TOTAL	\$670.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
C	1	PPE3CEZ1B	E163	50Mbps Enhanced Ethernet - Classic	\$475.00	
C	1	PPETHGLD	EQHGLD		\$25.00	
				TOTAL	\$500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 1000 WESTCOTT PARK RD
Address: 1000 WESTCOTT PARK RD
City, State, Zip: MANTEO, NC, 27954
NPA-NXX: 252-473
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.100013..CRLN

Telco Central Office Information:

Telco D: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 1632 N CROATAN HWY
Address: 1632 N CROATAN HWY
City, State, Zip: KILL DEVIL HILLS, NC, 27948
NPA-NXX:
On Site Contact Name:
Work TN:
Circuit ID: 60.LOXX.913632..CRLN

Telco Central Office Information:

Telco E: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: KDHLNCXA01W
Serving Central Office Address: 202 ASHVILLE DR
Serving Central Office City, State, Zip: KILL DEVIL HILLS, NC 27948

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
E	1	PPE3CEZ1B	E161	10Mbps Enhanced Ethernet - Classic	\$760.00	
				TOTAL	\$760.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
E	1	PPE3CEZ1B	E163	50Mbps Enhanced Ethernet - Classic	\$475.00	
E	1	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$25.00	
				TOTAL	\$500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 1632 N CROATAN HWY
Address: 1632 N CROATAN HWY
City, State, Zip: KILL DEVIL HILLS, NC, 27948
NPA-NXX:
On Site Contact Name:
Work TN:
Circuit ID: 60.LOXX.913632..CRLN

Telco Central Office Information:

Telco F: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: KDHLNCXA01W
Serving Central Office Address: 202 ASHVILLE DR
Serving Central Office City, State, Zip: KILL DEVIL HILLS, NC 27948

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
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Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 205 64 264 HWY S
Address: 205 64 264 HWY S
City, State, Zip: MANTEO, NC, 27954
NPA-NXX:
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.633725..CRLN

Telco Central Office Information:

Telco G: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
G	1	PPE3CEZ1B	E160	5Mbps Enhanced Ethernet - Classic	\$670.00	
				TOTAL	\$670.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
G	1	PPE3CEZ1B	E163	50Mbps Enhanced Ethernet - Classic	\$475.00	
G	1	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$25.00	
				TOTAL	\$500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 205 64 264 HWY S
Address: 205 64 264 HWY S
City, State, Zip: MANTEO, NC, 27954
NPA-NXX:
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.633725..CRLN

Telco Central Office Information:

Telco H: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
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Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 2089 COLINGTON RD
Address: 2089 COLINGTON RD
City, State, Zip: KILL DEVIL HILLS, NC, 27948
NPA-NXX: 252-449
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.690192.CRLN

Telco Central Office Information:

Telco I: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: KDHLNCXA01W
Serving Central Office Address: 202 ASHVILLE DR
Serving Central Office City, State, Zip: KILL DEVIL HILLS, NC 27948

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
I	1	PPE3CEZ1B	E160	5Mbps Enhanced Ethernet - Classic	\$670.00	
				TOTAL	\$670.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
I	1	PPE3CEZ1B	E163	50Mbps Enhanced Ethernet - Classic	\$475.00	
I	1	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$25.00	
				TOTAL	\$500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
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Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 2089 COLINGTON RD
Address: 2089 COLINGTON RD
City, State, Zip: KILL DEVIL HILLS, NC, 27948
NPA-NXX: 252-449
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.690192.CRLN

Telco Central Office Information:

Telco J: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: KDHLNCXA01W
Serving Central Office Address: 202 ASHVILLE DR
Serving Central Office City, State, Zip: KILL DEVIL HILLS, NC 27948

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
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Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 23697 HIGHWAY 12
Address: 23697 HIGHWAY 12
City, State, Zip: RODANTHE, NC, 27968
NPA-NXX:
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.434891..CRLN

Telco Central Office Information:

Telco K: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: WAVSNXA00W
Serving Central Office Address: 25644 STHWY 12
Serving Central Office City, State, Zip: WAVES, NC 27959

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
K	1	PPE3CEZ1B	E160	5Mbps Enhanced Ethernet - Classic	\$670.00	
				TOTAL	\$670.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
K	1	PPE3CEZ1B	E163	50Mbps Enhanced Ethernet - Classic	\$475.00	
K	1	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$25.00	
				TOTAL	\$500.00	\$0.00

Additional Terms and Conditions:

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 Service: Metro Ethernet - Classic Enhanced Services
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Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 23697 NC 12 HWY
Address: 23697 NC HIGHWAY 12
City, State, Zip: RODANTHE, NC, 27968
NPA-NXX: 252-987
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.434891..CRLN

Telco Central Office Information:

Telco L: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: KDHLNCXA01W
Serving Central Office Address: 202 ASHVILLE DR
Serving Central Office City, State, Zip: KILL DEVIL HILLS, NC 27948

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
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Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 2601 N CROATAN HWY
Address: 2601 N CROATAN HWY
City, State, Zip: KILL DEVIL HILLS, NC, 27948
NPA-NXX: 252-441
On Site Contact Name:
Work TN:
Circuit ID: 60.LOXX.690092..CRLN

Telco Central Office Information:

Telco M: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: KDHLNCXA01W
Serving Central Office Address: 202 ASHVILLE DR
Serving Central Office City, State, Zip: KILL DEVIL HILLS, NC 27948

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
M	1	PPE3CEZ1B	E161	10Mbps Enhanced Ethernet - Classic	\$760.00	
				TOTAL	\$760.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
M	1	PPE3CEZ1B	E163	50Mbps Enhanced Ethernet - Classic	\$475.00	
M	1	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$25.00	
				TOTAL	\$500.00	\$0.00

Additional Terms and Conditions:

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 Entity: Carolina Telephone and Telegraph Company LLC
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Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
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Customer Copy - Quote #: 18-004039



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 2601 N CROATAN HWY
Address: 2601 N CROATAN HWY
City, State, Zip: KILL DEVIL HILLS, NC, 27948
NPA-NXX: 252-441
On Site Contact Name:
Work TN:
Circuit ID: 60.LOXX.690092..CRLN

Telco Central Office Information:

Telco N: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: KDHLNCXA01W
Serving Central Office Address: 202 ASHVILLE DR
Serving Central Office City, State, Zip: KILL DEVIL HILLS, NC 27948

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 300 S MUSTIAN ST @ BLDG F
Address: 300 S MUSTIAN ST @ BLDG F
City, State, Zip: KILL DEVIL HILLS, NC, 27948
NPA-NXX:
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.690112..CRLN

Telco Central Office Information:

Telco O: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: KDHLNCXA01W
Serving Central Office Address: 202 ASHVILLE DR
Serving Central Office City, State, Zip: KILL DEVIL HILLS, NC 27948

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
O	1	PPE3CEZ1B	E160	5Mbps Enhanced Ethernet - Classic	\$670.00	
				TOTAL	\$670.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
O	1	PPE3CEZ1B	E163	50Mbps Enhanced Ethernet - Classic	\$475.00	
O	1	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$25.00	
				TOTAL	\$500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 300 S MUSTIAN ST @ BLDG F
Address: 300 S MUSTIAN ST @ BLDG F
City, State, Zip: KILL DEVIL HILLS, NC, 27948
NPA-NXX:
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.690112..CRLN

Telco Central Office Information:

Telco P: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: KDHLNCXA01W
Serving Central Office Address: 202 ASHVILLE DR
Serving Central Office City, State, Zip: KILL DEVIL HILLS, NC 27948

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
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Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 359 WATER PLANT RD
Address: 359 WATER PLANT RD
City, State, Zip: MANTEO, NC, 27954
NPA-NXX: 252-475
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.434870..CRLN

Telco Central Office Information:

Telco Q: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
Q	1	PPE3CEZ1B	E160	5Mbps Enhanced Ethernet - Classic	\$670.00	
				TOTAL	\$670.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
Q	1	PPE3CEZ1B	E163	50Mbps Enhanced Ethernet - Classic	\$475.00	
Q	1	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$25.00	
				TOTAL	\$500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 359 WATER PLANT RD
Address: 359 WATER PLANT RD
City, State, Zip: MANTEO, NC, 27954
NPA-NXX: 252-475
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.434870..CRLN

Telco Central Office Information:

Telco R: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 46830 NC 12 HWY
Address: 46830 STATE HIGHWAY 12 HWY
City, State, Zip: BUXTON, NC, 27920
NPA-NXX: 252-995
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.468312..CRLN

Telco Central Office Information:

Telco S: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: BXTNNCXA01W
Serving Central Office Address: 48161 STHWY 12
Serving Central Office City, State, Zip: HATTERAS, NC 27959

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
S	1	PPE3CEZ1B	E160	5Mbps Enhanced Ethernet - Classic	\$670.00	
				TOTAL	\$670.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
S	1	PPE3CEZ1B	E163	50Mbps Enhanced Ethernet - Classic	\$475.00	
S	1	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$25.00	
				TOTAL	\$500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 46830 NC 12 HWY
Address: 46830 STATE HIGHWAY 12 HWY
City, State, Zip: BUXTON, NC, 27920
NPA-NXX: 252-995
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.468312..CRLN

Telco Central Office Information:

Telco T: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: BXTNNCXA01W
Serving Central Office Address: 48161 STHWY 12
Serving Central Office City, State, Zip: HATTERAS, NC 27959

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
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Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 1018 DRIFTWOOD DR
Address: 1018 DRIFTWOOD DR
City, State, Zip: MANTEO, NC, 27954
NPA-NXX:
On Site Contact Name:
Work TN:
Circuit ID: 60.L2XX.913018..CRLN

Telco Central Office Information:

Telco U: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
U	1	PPE3CEZ1B	E162	20Mbps Enhanced Ethernet - Classic	\$910.00	
				TOTAL	\$910.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
U	1	PPE3CEZ1B	E163	50Mbps Enhanced Ethernet - Classic	\$475.00	
U	1	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$25.00	
				TOTAL	\$500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
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Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 1018 DRIFTWOOD DR
Address: 1018 DRIFTWOOD DR
City, State, Zip: MANTEO, NC, 27954
NPA-NXX:
On Site Contact Name:
Work TN:
Circuit ID: 60.L2XX.913018..CRLN

Telco Central Office Information:

Telco V: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
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Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 50225 WATER ASSOCIATION RD
Address: 50225 WATER ASSOCIATION RD
City, State, Zip: FRISCO, NC, 27936
NPA-NXX:
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.621045..CRLN

Telco Central Office Information:

Telco W: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: BXTNNCXA01W
Serving Central Office Address: 48161 STHWY 12
Serving Central Office City, State, Zip: HATTERAS, NC 27959

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
W	1	PPE3CEZ1B	E160	5Mbps Enhanced Ethernet - Classic	\$670.00	
				TOTAL	\$670.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
W	1	PPE3CEZ1B	E163	50Mbps Enhanced Ethernet - Classic	\$475.00	
W	1	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$25.00	
				TOTAL	\$500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 50225 WATER ASSOCIATION RD
Address: 50225 WATER ASSOCIATION RD
City, State, Zip: FRISCO, NC, 27936
NPA-NXX:
On Site Contact Name:
Work TN:
Circuit ID: 60.L3XX.621045..CRLN

Telco Central Office Information:

Telco X: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: BXTNNCXA01W
Serving Central Office Address: 48161 STHWY 12
Serving Central Office City, State, Zip: HATTERAS, NC 27959

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
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Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 954 MARSHALL C COLLINS DR
Address: 954 MARSHALL COLLINS DR
City, State, Zip: MANTEO, NC, 27954
NPA-NXX: 252-473
On Site Contact Name:
Work TN:
Circuit ID: 60.L1XX.434886..CRLN

Telco Central Office Information:

Telco Y: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
Y	1	PPE3CEZ1B	E167	500Mbps Enhanced Ethernet - Classic	\$1,795.00	
				TOTAL	\$1,795.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
Y	1			Enhanced Ethernet - 5000M - ICB	\$1,800.00	
Y	3	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$75.00	
				TOTAL	\$1,875.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
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Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 954 MARSHALL C COLLINS DR
Address: 954 MARSHALL COLLINS DR
City, State, Zip: MANTEO, NC, 27954
NPA-NXX: 252-473
On Site Contact Name:
Work TN:
Circuit ID: 60.L1XX.434886..CRLN

Telco Central Office Information:

Telco Z: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Remove:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Add:

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
				TOTAL	\$0.00	\$0.00

Additional Terms and Conditions:

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Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004039



customers requesting Service Multiplexing require RAD 204A.

Customer Responsibilities – Ethernet Services described in this Price Quote

If the following responsibilities are not completed before installation of the Ethernet services described in this Price Quote (“Ethernet Services”), CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement (to which this Price Quote is incorporated) with respect to Ethernet Services and any associated services utilizing Ethernet Services.

1. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer’s responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water.

Conduit is not required when Ethernet Service is provisioned over copper or circuit bonding technology, 50 Mbps or less. Ethernet Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

2. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack.

If Customer is in a multi-tenant building and the shared building terminal at Customer’s location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24” x 24” x 9” cabinet with ¾” plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

3. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All CenturyLink Ethernet Services-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point, is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.
4. Customer must ensure 4 consecutive rack units of space in a 19” data rack are available for Ethernet Services. Customer must provide space in a 19” wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.
5. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Ethernet Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.
6. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Ethernet Services will be used.

CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the

demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

7. Customer must confirm Ethernet Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Ethernet Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.
8. Customer must confirm that its Local Area Network (“LAN”) has an appropriate Ethernet Service port available to provide the desired network functionality and is within the distance required by Ethernet Service specifications. Customer will program the Ethernet Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the CenturyLink Ethernet Service-enabling equipment. Customer will provide an appropriate Ethernet Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.
9. Ethernet Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer’s responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer’s network. If Customer only requires Layer 2 bridging (a flat network) across the Ethernet Services, then a standard Ethernet Service switch port is all that is required.
10. The CenturyLink installer will not connect Ethernet Services to Customer’s LAN. CenturyLink installers will install the hardware and identify a port for connection. CenturyLink highly recommends the use of a qualified networking vendor to assist with LAN configuration. A CenturyLink Account Executive can provide pricing for CenturyLink network configuration for Ethernet Services.

Ethernet Services will be installed at your site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

Customer Contact Information:

Company Name: Dare County
Billing Address: ADMINISTRATIVE BLDG PO BOX 1000
Billing City, State, Zip: MANTEO NC 27954-1000
BAN ID: 307761800
Customer Contact Name:
Customer Contact Phone:
Customer Contact E-mail:

CenturyLink Contact Information:

Sales Person: Michael Bray [1145541]
Email: Michael.W.Bray@centurylink.com
Sales Contact Number: 919 562 2867
Dealer Code: 1145541

Engineer: Mitch Parker
Email: mitch.parker@centurylink.com
Engineer Contact Number: 919-562-2562

Service Description: The following Term options reflect the total budgetary Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: Metro Ethernet - Classic Enhanced Services
Term Agreement: 36 month
Total # of Sites included in this quote: 3

Site	Listing Name	MRR	NRR
A	107 EXETER ST	\$550.00	\$0.00
B	1044 CSO DRIFTWOOD DR	\$550.00	\$0.00
C	50347 NC 12 HWY	\$500.00	\$0.00
	TOTAL	\$1600.00	\$0.00



Customer Service Location:

PON #:
Primary Location Name: 107 EXETER ST
Address: 107 EXETER ST
City, State, Zip: MANTEO, NC, 27954
NPA-NXX: 252-473
On Site Contact Name:
Work TN:
Circuit ID: 60.LVXX.913107..CRLN

Telco Central Office Information:

Telco A: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
A	1			Service Order Charge	\$0.00	
A	1	PPE3CEZ1B	E164	100Mbps Enhanced Ethernet - Classic	\$525.00	
A	1	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$25.00	
TOTAL					\$550.00	\$0.00

Additional Terms and Conditions:

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 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
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Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004029



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 1044 CSO DRIFTWOOD DR
Address: 1044 CSO DRIFTWOOD DR
City, State, Zip: MANTEO, NC, 27954-9349
NPA-NXX:
On Site Contact Name:
Work TN:
Circuit ID: 60.LVXX.913044..CRLN

Telco Central Office Information:

Telco B: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
B	1			Service Order Charge	\$0.00	
B	1	PPE3CEZ1B	E164	100Mbps Enhanced Ethernet - Classic	\$525.00	
B	1	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$25.00	
TOTAL					\$550.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004029



Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.



Customer Service Location:

PON #:
Primary Location Name: 50347 NC 12 HWY
Address: 50347 NC HWY 12
City, State, Zip: HATTERAS, NC, 27959
NPA-NXX: 252-995
On Site Contact Name:
Work TN:
Circuit ID: 60.L2XX.563014..CRLN

Telco Central Office Information:

Telco C: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: KDHLNCXA01W
Serving Central Office Address: 202 ASHVILLE DR
Serving Central Office City, State, Zip: KILL DEVIL HILLS, NC 27948

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
C	1			Service Order Charge	\$0.00	
C	1	PPE3CEZ1B	E163	50Mbps Enhanced Ethernet - Classic	\$475.00	
C	1	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$25.00	
TOTAL					\$500.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004029



customers requesting Service Multiplexing require RAD 204A.

Customer Responsibilities – Ethernet Services described in this Price Quote

If the following responsibilities are not completed before installation of the Ethernet services described in this Price Quote (“Ethernet Services”), CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement (to which this Price Quote is incorporated) with respect to Ethernet Services and any associated services utilizing Ethernet Services.

1. Customer must provide adequate conduit from the right-of-way into the building and confirm access facilities to the building are available for fiber provisioning. It is also Customer’s responsibility to locate private utilities on the premises if construction is required. Conduit specifications are as follows: One 2-inch Schedule 40 PVC conduit from 2 feet below grade at the building exterior to a pull box on the building exterior. Pull box must have a minimum dimension of 12-inch x 12-inch x 6-inch deep. Place one 2-inch conduit sleeve through wall from pull box to inside of the equipment room. Conduit must be equipped with 200 lb rated pull tension or greater. Equip conduit with no more than 2 quarter bends (a total of 180 degrees) between cable pulling points. Seal the conduit after installation to protect from damage such as water.

Conduit is not required when Ethernet Service is provisioned over copper or circuit bonding technology, 50 Mbps or less. Ethernet Services delivered via copper/circuit bonding technology will terminate at the CenturyLink demarcation point on a Customer-provided wall-mounted 66 block and cross-connected to a copper loop bonding unit.

2. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack.

If Customer is in a multi-tenant building and the shared building terminal at Customer’s location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24” x 24” x 9” cabinet with ¾” plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

3. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All CenturyLink Ethernet Services-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point, is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.
4. Customer must ensure 4 consecutive rack units of space in a 19” data rack are available for Ethernet Services. Customer must provide space in a 19” wide data rack for the required hardware. The rack must be either wall or floor mounted. CenturyLink will not install the hardware on a shelf or the floor.
5. Customer must provide a dedicated power outlet and common ground. CenturyLink termination electronics are powered by Customer-provided 120 VAC (20 Amp) circuit. CenturyLink requires the outlet to be a duplex, dedicated and grounded electrical outlet within 6 feet of the equipment location. Common ground must be 25 ohm or less. If Customer does not have an uninterrupted power supply (UPS) on the AC, Ethernet Services will be lost in the event of an AC power failure. If UPS is required, Customer will provide. CenturyLink will provide for an additional charge upon request.
6. Customer must complete inside wiring before the arrival of the CenturyLink installation technicians. Customer must extend the wiring from the demarcation point to the location where the Ethernet Services will be used.

CenturyLink only will extend the demarcation point on a Time and Material basis for an additional charge. Customer must contact its CenturyLink Account Executive to schedule the work. CenturyLink uses the following guidelines when extending the demarcation point: (1) If services are delivered via copper (50 Mbps or less), the

demarcation may be extended a maximum of 300 feet 24 gauge copper, or (2) If services are delivered via fiber, CenturyLink technicians will terminate fiber into a Customer-provided rack a maximum of 25 feet from demarcation.

7. Customer must confirm Ethernet Service hand-off requirements. CenturyLink will provide a standard RJ-45 copper Ethernet connection for 10/100 service and a single mode fiber connection on a 1 Gigabit circuit as the demarcation point for the Ethernet Services. If a different customer hand-off is required, such as a multimode fiber connection, Customer must state the requirement on the site survey per site network page.
8. Customer must confirm that its Local Area Network (“LAN”) has an appropriate Ethernet Service port available to provide the desired network functionality and is within the distance required by Ethernet Service specifications. Customer will program the Ethernet Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the CenturyLink Ethernet Service-enabling equipment. Customer will provide an appropriate Ethernet Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.
9. Ethernet Services are a Layer 2 network service only. All customer premises LAN Layer 3 (e.g. IP) addressing is Customer’s responsibility. CenturyLink will provide pricing for additional equipment and labor to enable Layer 3 functionality, if required. In most cases this will be a router which will provide the Layer 3 routing of subnets and VLAN on Customer’s network. If Customer only requires Layer 2 bridging (a flat network) across the Ethernet Services, then a standard Ethernet Service switch port is all that is required.
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Ethernet Services will be installed at your site only upon completion of all of these steps. If Customer is unable to complete all of these requirements before the installation date, Customer will notify CenturyLink as soon as it becomes aware of its inability.

Customer Contact Information:

Company Name: Dare County
Billing Address: ADMINISTRATIVE BLDG PO BOX 1000
Billing City, State, Zip: MANTEO NC 27954-1000
BAN ID: 307761800
Customer Contact Name:
Customer Contact Phone:
Customer Contact E-mail:

CenturyLink Contact Information:

Sales Person: Michael Bray [1145541]
Email: Michael.W.Bray@centurylink.com
Sales Contact Number: 919 562 2867
Dealer Code: 1145541

Engineer: Mitch Parker
Email: mitch.parker@centurylink.com
Engineer Contact Number: 919-562-2562

Service Description: The following Term options reflect the total budgetary Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: Metro Ethernet - Classic Enhanced Services
Term Agreement: 36 month
Total # of Sites included in this quote: 1

Site	Listing Name	MRR	NRR
A	370 Airport Road	\$1275.00	\$0.00
	TOTAL	\$1275.00	\$0.00



Customer Service Location:

PON #:
Primary Location Name: 370 Airport Road
Address: 370 AIRPORT RD
City, State, Zip: MANTEO, NC, 27954
NPA-NXX:
On Site Contact Name:
Work TN:

Telco Central Office Information:

Telco A: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
A	1			Service Order Charge		0.00
A	1			Enhanced Ethernet - 2000M - ICB	\$1,150.00	
A	5	PPETHGLD	EQHGLD	QoS Gold - per Mbps	\$125.00	
TOTAL					\$1,275.00	\$0.00

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
 Entity: Carolina Telephone and Telegraph Company LLC
 Service: Metro Ethernet - Classic Enhanced Services
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Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004024



Customer Responsibilities – Ethernet Services described in this Price Quote

If the following responsibilities are not completed before installation of the Ethernet services described in this Price Quote (“Ethernet Services”), CenturyLink reserves the right, at its sole discretion, to reschedule installation, charge Customer for additional work and any necessary materials or Products on a Time and Material basis, or terminate the Agreement (to which this Price Quote is incorporated) with respect to Ethernet Services and any associated services utilizing Ethernet Services.

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2. Customer must provide one 20 x 44 x ¾ inch plywood backboard in an equipment demarcation room with clearance of 36 inches in front of backboard. If the fiber demarcation point is within 25 feet of the equipment rack, a wall board will not be required. All hardware and terminations will be installed in the Customer-provided rack.

If Customer is in a multi-tenant building and the shared building terminal at Customer’s location does not have adequate space for CenturyLink fiber termination, Customer or building owner must provide a 24” x 24” x 9” cabinet with ¾” plywood. This cabinet must be associated next to the original building terminal to support association of shared demarcation facilities.

3. Customer must ensure the demarcation point is in an accessible and environmentally controlled location. All CenturyLink Ethernet Services-enabling Equipment requires a clean, dust-free environment that is environmentally controlled to temperatures of 55-80 degrees Fahrenheit and humidity of 70% or less. If Customer is in a multi-tenant building, Customer must ensure that the CenturyLink demarcation point, is accessible to CenturyLink technicians. Customer may need to coordinate access with the building manager to ensure that access is available on the day of installation. Customer must ensure that this location remains dry and free of dampness, and the room temperature remains within the tolerance of sensitive electronic hardware.
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8. Customer must confirm that its Local Area Network (“LAN”) has an appropriate Ethernet Service port available to provide the desired network functionality and is within the distance required by Ethernet Service specifications. Customer will program the Ethernet Service port for appropriate speed and full duplex setting. (auto-negotiate is not available). Customer will provide CAT5 cable(s) to connect its LAN to the CenturyLink Ethernet Service-enabling equipment. Customer will provide an appropriate Ethernet Service-enabling patch cable for connecting CenturyLink demarcation and Customer-provided Equipment.
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Company Name: Dare County
Billing Address: ADMINISTRATIVE BLDG PO BOX 1000
Billing City, State, Zip: MANTEO NC 27954-1000
BAN ID: 307761800
Customer Contact Name:
Customer Contact Phone:
Customer Contact E-mail:

CenturyLink Contact Information:

Sales Person: Michael Bray [1145541]
Email: Michael.W.Bray@centurylink.com
Sales Contact Number: 919 562 2867
Dealer Code: 1145541

Engineer: Mitch Parker
Email: mitch.parker@centurylink.com
Engineer Contact Number: 919-562-2562

Service Description: The following Term options reflect the total budgetary Monthly Recurring Revenue (MRR) and Non-Recurring Revenue (NRR) for all sites included in the quote. See subsequent pages for individual budgetary charges per site.

Type of Service: Metro Ethernet - Classic Enhanced Services
Term Agreement: 36 month
Total # of Sites included in this quote: 1

Site	Listing Name	MRR	NRR
A	370 Airport Road	\$1275.00	\$0.00
	TOTAL	\$1275.00	\$0.00



Customer Service Location:

PON #:
Primary Location Name: 370 Airport Road
Address: 370 AIRPORT RD
City, State, Zip: MANTEO, NC, 27954
NPA-NXX:
On Site Contact Name:
Work TN:

Telco Central Office Information:

Telco A: Carolina Telephone and Telegraph Company LLC
Serving Central Office CLLI: MANTNCXA00W
Serving Central Office Address: 105 E UPPOWAC ST
Serving Central Office City, State, Zip: MANTEO, NC 27954

Service Description:

Type of Service: Metro Ethernet - Classic Enhanced Services, 36 month term

Site	Qty	Price Plan	Feature Code	Item	MRR	NRR
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TOTAL					\$1,275.00	\$0.00

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Classic Ethernet Service - Existing customers may have various models of NID, New Customers and Existing customers requesting Service Multiplexing require RAD 204A.

Dare County
Proposal For Metro Ethernet - Classic Enhanced Services
Proposal Date: 5/21/2018
Expire Quote Date: 7/28/2018
Customer Copy - Quote #: 18-004024



Customer Responsibilities – Ethernet Services described in this Price Quote

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3 Year Contract for outbound internet

Description

3 year contract with CenturyLink to provide outbound Internet services at 200 Mbps.

Board Action Requested

Approval of the Contract

Item Presenter

Matthew Hester, Information Technology Director

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Master Service Agreement ("Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC** ("CenturyLink") and **DARE COUNTY** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

1. Term. The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service term, unless earlier terminated in accordance with the Agreement ("Term").

2. Service. CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

- **Domestic CenturyLink IQ® Networking Service Exhibit**
- **IT Services Exhibit**
- **Local Access Service Exhibit**

3. Order(s). Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at CenturyLink's then current rates. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

4. Billing and Payment.

4.1 Commencement of Billing. Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

4.2 Payment of Invoices and Disputes. Invoices are delivered or made available monthly and due 30 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Customer reasonably disputes an invoice, Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account.

4.3 Taxes and Fees. Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

4.4 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

**CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

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 any termination 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.

4.5 Regulatory and Legal Changes. If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

4.6 Cancellation and Termination Charges. Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

5. Default. If (a) Customer fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

6. Liabilities and Service Levels.

6.1 Damages Limitations. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

6.2 Disclaimer of Warranties. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

6.3 Service Levels.

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 8 and force majeure events are considered Excused Outages.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at <http://www.level3.com>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

6.4 Right of Termination for Installation Delay. Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

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7. Customer Premises; Title to Equipment. If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

8. Scheduled Maintenance and Local Access. Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOA's) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

9. General Terms.

9.1 Force Majeure. Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

9.2 Assignment and Resale. Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law, Customer will be responsible for any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

9.3 Affiliates. CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

9.4 Notices. Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: billing@centurylink.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.

9.5 Acceptable Use Policy and Data Protection. Customer must conform to an applicable Acceptable Use Policy ("AUP") for Services purchased under this Agreement and to the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. The applicable AUP and any additional use of Service provisions are set forth in a Service Attachment.

9.6 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (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 received from the other party. Confidential information will not include Customer Data except as may be described in a Service Attachment. 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. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein.

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9.7 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

9.8 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State in which Customer's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

9.9 Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

9.10 International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

9.11 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

CENTURYLINK COMMUNICATIONS, LLC

DARE COUNTY

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

Customer's Address for Notices: ADMINISTRATIVE BLDG PO
BOX 1000, MANTEO, NC 27954-1000;
Customer's Facsimile Number (if applicable): (125) 247 - 3510
Person Designated for Notices: General Counsel

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CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the CenturyLink Master Service Agreement between Customer and CenturyLink. 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),(iii) Monitor and Notification and (iv) End-to-End Performance Reporting. CenturyLink-determined data centers may include data centers operated by CenturyLink or one of its affiliates, or data centers operated by a third-party cloud service provider. 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. For CenturyLink IQ+ Cloud Ports, the only available type of NMS is Monitor and Notification. 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 CenturyLink IQ+ Cloud 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, except for CenturyLink IQ+ Cloud Ports. 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 except for CenturyLink IQ+ Cloud Ports. 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

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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 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.

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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 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.

2.8 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, SIG 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

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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.

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 a 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 the amounts set forth below. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

(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.

10. Other Terms.

10.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

10.2. Cancellation and Termination Charges. This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Service Term, all Services are deemed terminated, and Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

10.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) 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. "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.

10.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

10.5 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. "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.

10.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

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ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY

between

DARE COUNTY (“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 (“DLCLs”); (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.

DARE COUNTY

Customer Company Name

Authorized Signature of Customer

Print or Type Name

Title

Date

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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

(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 Notify	\$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. 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.

(a) Tiered Net Rates.

Tiered Gigabit Ethernet (1000 Mbps)	Internet Port Other Access Net Rates MRC	NRC List Pricing
200 Mbps	\$420.00	\$4,000.00

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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1. IT Services. CenturyLink will provide the professional, consulting, analytical, design and/or technical services (“IT Services”) identified in the applicable statement of work (“SOW”) pursuant to this IT Services Exhibit, any attached or incorporated documents, the applicable SOW, any Change Orders, and the applicable Master Service Agreement between CenturyLink and Customer (collectively, the “Agreement”). CenturyLink may provide the IT Services by one or more affiliates. If applicable, the SOW will specifically describe and designate any Software Deliverables and Other Deliverables (collectively, “Deliverables”). “Software Deliverables” means any software developed by CenturyLink solely and uniquely for Customer. Software Deliverables may include open source software, any software that requires as a condition of use, modification or distribution that the software or any other software incorporated into, derived from or distributed with such software be: (a) disclosed or distributed in source code form, (b) licensed for the purpose of making derivative works, or (c) licensed or redistributed at no charge. “Other Deliverables” means any items other than Software Deliverables developed by CenturyLink solely and uniquely for Customer.

1.1 Change Orders. Customer must submit written requests for material changes to a SOW, including changes to project plans, scope, schedule, designs, or other requirements. The parties must agree in writing to the requested change and any corresponding change to the fees due under the applicable Statement of Work (a “Change Order”).

1.2 Customer Responsibilities. Customer will comply with the responsibilities identified in the SOW. If Customer fails to comply, CenturyLink is excused from performance to the extent the IT Services are contingent on Customer’s performance, until Customer’s obligations are performed; CenturyLink will be entitled to an extension of time to complete the IT Services and an adjustment of the charges, including charges for any additional time required to complete the IT Services arising from Customer’s noncompliance.

1.3 Acceptance. Except as otherwise provided in a SOW, IT Services will be deemed accepted unless Customer provides written notice of any deficiency to CenturyLink within three business days after commencement of work or delivery of the Software Deliverables and/or Other Deliverables or final tasks (the “Acceptance Period”). Such notice must detail and demonstrate the deficiency to CenturyLink’s reasonable satisfaction. CenturyLink will remedy the deficiency and will notify Customer accordingly, at which time a new Acceptance Period will begin. CenturyLink will delay billing until IT Services are accepted.

1.4. Compliance and Security. CenturyLink will comply with all laws and regulations applicable to CenturyLink’s provision of the Service, and Customer will comply with all laws and regulations applicable to Customer’s use of the Service. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer Data 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. Customer will ensure that all Customer Data stored, transmitted or processed via the Service complies with applicable law and reasonable information security practices, including those involving encryption. “Customer Data” means any Customer provided information, data or materials that Customer transmits, receives, stores or processes through its use of the IT Services.

2. Term. The term of the Service Exhibit will commence on its effective date and continues until the expiration of the last applicable SOW unless earlier terminated as provided in the Termination section (the “Term”).

3. Charges; Payment. Subject to the Acceptance section above, the billing commencement date (“BCD”) for IT Services is the date CenturyLink begins performing IT Services or as specified in a SOW. Customer will pay all charges (including reasonable travel and living expenses and third-party charges) and any progress payments as set forth in a SOW and all applicable Taxes and Fees.

4. Termination. Either party may terminate the Service Exhibit or a SOW upon 30 days prior written notice for Cause. Unless otherwise set forth in a SOW, if Customer terminates all or part of a SOW prior to its BCD, Customer will pay a cancellation fee of 25% of the affected fees set forth in the SOW plus all out-of-pocket costs incurred by CenturyLink. If a SOW or a part thereof is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause after the BCD but prior to completion of the IT Services under such SOW, then unless otherwise set forth in the SOW Customer will be liable for: (a) an early termination charge equal to 50% of the NRC and MRC for any tasks, Deliverables or work not yet completed by CenturyLink as specified in the SOW; (b) any charges accrued but unpaid as of the termination date; and (c) any out-of-pocket costs incurred by or imposed upon CenturyLink. Customer will remain liable for charges accrued but unpaid as of the termination date.

5. Performance Warranty; Disclaimer of Warranties. THE IT SERVICES, INCLUDING ANY DELIVERABLE AND ANY OPEN SOURCE SOFTWARE, 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. ANY OPEN SOURCE SOFTWARE IS PROVIDED ON AN “AS IS” BASIS. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT (A) ANY IT SERVICE OR ANY DELIVERABLE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF (I) HACKING OR SIMILAR MALICIOUS ACTIVITY, OR (II) ANY ACT OR OMISSION OF THE CUSTOMER, (B) ALL ERRORS CAN BE CORRECTED, OR (C) THAT OPERATION OF THE DELIVERABLES AND IT SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.

6. Limitations of Liability. Except for Customer’s obligations under the Charges; Payment section, each party’s total aggregate liability arising from or related to the IT Services will be limited to the total charges paid or payable under the SOW that gave rise to the claim (“Damage Cap”).

7. Intellectual Property.

7.1 Ownership of Technology. All right, title and interest in and to CenturyLink Technology will remain solely with CenturyLink, its affiliates and their licensors. Customer acknowledges that CenturyLink grants no other rights of license (including implied licenses or the

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right to sub-license) other than the express rights granted herein. To the extent required by CenturyLink in a SOW, Customer grants to CenturyLink a non-exclusive, non-transferable, royalty-free license to use Customer Technology and to sublicense Customer Technology to CenturyLink subsidiaries and affiliates and any third parties providing all or part of the IT Services on behalf of CenturyLink. All right, title and interest in and to any Customer Technology furnished by Customer for use by CenturyLink in order to provide the Services will remain solely with Customer, its affiliates and their licensors. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors. "CenturyLink Technology" means the proprietary technology of CenturyLink and its licensors, including services, software (in source and object forms), software tools, hardware designs, algorithms, user interface designs, architecture, class libraries, report formats and the copyright in such reports (which such copyright excludes Customer Data), objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of CenturyLink Technology conceived, reduced to practice, or developed during the Term. "Customer Technology" means the proprietary technology of Customer and its licensors, including Customer's Internet operations design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world and also including any derivatives, improvements, enhancements or extensions of Customer Technology conceived, reduced to practice, or developed by Customer during the Term.

7.2 Ownership of Customer Data. Customer will retain sole and exclusive ownership of all Customer Data. Upon Customer's request during the Term, CenturyLink will (a) promptly return to Customer, in the format and on media mutually agreed by the parties, all or part of the Customer Data and (b) erase or destroy all or any part of Customer Data in CenturyLink's possession. CenturyLink may use any archival tapes containing Customer Data only for back-up purposes. CenturyLink will not withhold any Customer Data as a means of resolving any dispute. CenturyLink will not disclose any personally identifiable information related to Customer's clients or administrators (employees, agents, etc.) to any third party. Customer represents and warrants that any and all Customer Data provided to CenturyLink as part of the Services will not (a) infringe or misappropriate any third party's recognized intellectual property rights; (b) be deceptive, defamatory, obscene, pornographic or unlawful; (c) contain any viruses, worms or other malicious computer programming codes; or (d) otherwise violate the rights of any third party. In addition, Customer represents and warrants that it will keep, back up and maintain its own copy of all materials and information, including Customer Data that is provided or made available to CenturyLink, and further, that Customer will encrypt any Customer Data that is provided or made available to CenturyLink. If information is both Confidential Information and Customer Data, it will be treated as Customer Data for purposes of this Service Exhibit and CenturyLink's obligations with respect to such Customer Data shall be exclusively governed by Section 4 Compliance and Security above and are further subject to the Limitation of Liability provisions identified in this Service Exhibit and the Agreement.

7.3 Third-Party Contractors. Customer may authorize its third-party contractors, which includes entities who are CenturyLink's competitors for the IT Services (a "Competitor"), to use Deliverables that contain CenturyLink Technology solely for Customer's internal business purposes as licensed per the Ownership of Technology section above. Customer will ensure that its third-party contractors are informed of the Agreement and will comply with the terms and conditions, including the terms governing the confidential information, to the same extent as if the third-party contractor were an employee of Customer. Customer will not make Deliverables that contain CenturyLink Technology available to any Competitor. If Customer makes Deliverables that include any CenturyLink Technology available to a Competitor, whether in connection with a change of control of Customer or otherwise, CenturyLink may terminate the license granted to Customer in the Ownership of Technology section above immediately upon notice to Customer.

7.4 Ownership of Deliverables.

(a) Software Deliverables. Upon receipt of full payment CenturyLink: (a) assigns to Customer all right, title and interest, including all intellectual property rights, in such Software Deliverable (excluding any CenturyLink Technology) and (b) grants to Customer a non-exclusive, non-transferable, royalty-free, perpetual license to use any CenturyLink Technology to facilitate use of the Software Deliverable as intended under the applicable SOW.

(b) Other Deliverables. CenturyLink retains ownership of all intellectual property rights in Other Deliverables. Upon receipt of full payment CenturyLink grants to Customer a non-exclusive, non-transferable, royalty-free, perpetual license to use Other Deliverables (including any CenturyLink Technology) solely for operating its internal business and not for purposes of commercialization.

7.5 Freedom of Action. Nothing in the Agreement will preclude CenturyLink from developing, marketing, and distributing any software or integration code or performing any services similar to the IT Services for itself or for any third party, provided that CenturyLink is in compliance with confidentiality obligations under the Agreement.

8. IP Indemnification.

8.1 Software Deliverables. CenturyLink will defend at its expense any suit brought against Customer and will pay any settlement CenturyLink makes or approves or any damages finally awarded in such suit insofar as such suit is based on a claim by any third party alleging that the Software Deliverables infringe or misappropriate any third party's US copyright, trademark or trade secret, as recognized under the Uniform Trade Secrets Act. CenturyLink's obligation as set forth in the foregoing sentence is expressly conditioned upon each of the foregoing: (i) Customer will promptly notify CenturyLink in writing of any threatened or actual claim or suit; (ii) CenturyLink will have sole control of the defense or settlement of any claim or suit; and (iii) Customer will cooperate with CenturyLink to facilitate the settlement or defense of any claim or suit. If any portion of the Software Deliverables becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink may, at CenturyLink's option: (a) procure for Customer the right to continue using the Software Deliverables; (b) replace the applicable portion of the Software Deliverables with non-infringing

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materials which do not materially impair the functionality of the Software Deliverables; (c) modify the Software Deliverables so that they become non-infringing, or (d) if options (a), (b) and (c) are not commercially practicable, refund the amount paid for the Software Deliverables. Upon notice that neither (a), (b) nor (c) is practicable, Customer will immediately cease all use of the Software Deliverables. Notwithstanding the foregoing, CenturyLink will have no obligation under this subsection or otherwise with respect to any infringement claim based upon any application program interface ("API") not developed by CenturyLink. This subsection states the sole and exclusive remedy of Customer and the entire liability of CenturyLink and each of its officers, directors, employees, shareholders, contractors or representatives in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any IT Services or Deliverables provided under this Service Exhibit.

8.2 CenturyLink Technology. CenturyLink will defend at its expense any suit brought against Customer and will pay any settlement CenturyLink makes or approves or any damages finally awarded in such suit insofar as such suit is based on a claim by any third party alleging that any CenturyLink Technology incorporated into a Deliverable infringes or misappropriates any third party's US patent, copyright, trademark or trade secret, as recognized under the Uniform Trade Secrets Act. CenturyLink's obligation as set forth in the foregoing sentence is expressly conditioned upon each of the foregoing: (i) Customer will promptly notify CenturyLink in writing of any threatened or actual claim or suit; (ii) CenturyLink will have sole control of the defense or settlement of any claim or suit; and (iii) Customer will cooperate with CenturyLink to facilitate the settlement or defense of any claim or suit. If any portion of the CenturyLink Technology incorporated into a Deliverable becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink may, at CenturyLink's option: (a) procure for Customer the right to continue using the CenturyLink Technology; (b) replace the applicable portion of the Deliverable with non-infringing materials which do not materially impair the functionality of the Deliverable; (c) modify the Deliverable so that it becomes non-infringing, or (d) if options (a), (b) and (c) are not commercially practicable, refund the amount paid for the Deliverable. Upon notice that neither (a), (b) nor (c) is practicable, Customer will immediately cease all use of the affected Deliverable. Notwithstanding the foregoing, CenturyLink will have no obligation under this subsection or otherwise with respect to any infringement claim based upon (w) any use of the Deliverables not in accordance with this Service Exhibit or as specified in the applicable documentation; (x) the combination, use or operation of the Deliverables in combination with any third party products, equipment, software or data; (y) any modification of the Deliverables by any person other than CenturyLink, or (z) any API not developed by CenturyLink.

8.3 This IP Indemnification section states the sole and exclusive remedy of Customer and the entire liability of CenturyLink and each of its officers, directors, employees, shareholders, contractors or representatives in connection with any third party claim, suit or other demand of infringement or misappropriation of third party proprietary rights in connection with any IT Services or Deliverables provided under this Service Exhibit.

9. Confidentiality. In addition to the confidentiality terms contained in the Agreement, confidential information also includes CenturyLink Technology and Customer Technology. CenturyLink Technology and all enhancements and improvements, are the exclusive property and confidential information of CenturyLink. Customer Technology and all enhancements and improvements are the exclusive property and confidential information of Customer. Confidential information will not include information that is in the public domain through no breach of the Agreement by the receiving party, information that is already known or is independently developed by the receiving party, or Customer Data, the obligations for which are governed by the Compliance and Security section.

10. Non-solicitation. Until twelve months after the Term, each party will not directly or indirectly Solicit an Assigned Resource either to accept employment or a consulting or contractor relationship directly with it or to terminate his or her employment, agency or other relationship with the other party, unless it first obtains the other party's prior written consent. "Solicit" means any intentional contacts with Assigned Resource, regardless of who (*i.e.*, the party to this Agreement or the Assigned Resource) initiates the contact, that relates to the acceptance or termination of employment. "Assigned Resource" means an employee, consultant or contractor of the other party assigned by CenturyLink to perform the IT Services or by Customer to directly manage the IT Services.

11. Other Terms.

11.1. Acceptance; Billing.

(a) Acceptance. Section 1.3 Acceptance in this Service Exhibit contains acceptance criteria for IT Services and the acceptance and Customer Commit Date in Section 3 Customer Orders in the Agreement shall not apply to IT Services.

(b) Billing. Section 3 Charges in this Service Exhibit shall replace Section 4.1 Commencement of Billing in the Agreement. For this Service Exhibit, "MRC" means monthly recurring charge, and "NRC" means non-recurring charge. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

11.2. Cancellation and Termination Charges. Section 4 Termination set forth in this Service Exhibit replaces Section 4.6 Cancellation and Termination Charges set forth in the Agreement. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

11.3 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at:

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Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

11.4 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, and SOW, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

11.5 HIPAA. To the extent the Services involve the ongoing storage of or routine access to PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended, "HIPAA"), or CenturyLink is otherwise acting as a Business Associate (pursuant to HIPAA), CenturyLink will agree to the terms in its then-current Business Associate Agreement upon Customer's request.

11.6 Acknowledgement: CenturyLink and its affiliates or subcontractors may use and transfer to the United States, or other countries, data or information (including business contact information such as names, phone numbers, addresses and/or email addresses) for the sole purpose of: (i) providing and managing the IT Services; (ii) fulfilling obligations related to the IT Services under this Service Exhibit and the Agreement; and (iii) complying with applicable law governing the IT Services.

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LOCAL ACCESS SERVICE EXHIBIT**

1. General. CenturyLink 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 unless CenturyLink notifies Customer that Extended Wiring is included with a service offering, 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 DSL 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 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 Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, 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. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the quote, then the rate for Service at that Service Address may be subject to change. 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 rates set forth in a quote for Service issued by CenturyLink or set forth in the RSS, 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.

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 from the Demarcation Point to Customer’s network interface equipment. 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). Extended Wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the Extended Wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the Demarcation Point only.

(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 (“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 quote for Service issued by CenturyLink (“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.

Leased Access and On-Net Access Service Bandwidth†	Before Start of Service Date Cancellation Fee
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:

2. 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.
3. 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

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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. Other Terms.

7.1 General. Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

7.2 Cancellation and Termination Charges. This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

Termination. Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

7.3 Installation, Maintenance and Repair. The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) 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. "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.

7.4 Service Notices. Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

7.5 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. "CPNI" means

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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.

7.6 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf. "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 for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS. "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>.

8. 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., Alaska 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 building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address.

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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 Service Exhibit.

1. Customer will pay the MRCs and Install NRCs for the 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.

NPA/NXX or CLLI	Loop Tracking ID	Service Address	Type of Local Access	Service Term in months (per Service)	Circuit Speed	Local Access Net Rate MRC	Install NRC
	180405097085	954 MARSHALL COLLINS DR MANTEO, NC 27954	ELA Cos Low	36	Gigabit Ethernet - 200 Mbps	\$700.00	\$0.00

2. **CenturyLink Provided Access Install NRC Discount** – . Install NRCs specified above for Leased and On-Net CenturyLink Provided Access . 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 Initial 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.



Tax Collector's Report

Description

May 2018 NCVTS Refunds over \$100

Board Action Requested

Approved

Item Presenter

Becky Huff, Tax Collector



North Carolina Vehicle Tax System

MAY 2018 OVER \$100

NCVTS Pending Refund report

Report Date 6/4/2018

Primary Owner	Address 1	Address 3	Refund Type	Plate Number	Create Date	Interest Change	Total Change
ANGE, ARTIE BASS	211 SHERLOCK WAY	MADISON, MS 39110	Proration	0BX5519	05/02/2018	\$0.00	(\$174.87)
						\$0.00	(\$110.51)
						Refund	\$285.38
BLOW, FRANK DIXON	10609 BAYPINES LN	RICHMOND, VA 23238	Proration	XVK1096	05/22/2018	(\$4.21)	(\$88.59)
						(\$1.25)	(\$26.22)
						(\$0.93)	(\$19.42)
Refund	\$134.23						
BRADLEY, JAMES MADISON JR	4214 SEASCAPE DR	KITTY HAWK, NC 27949	Proration	BHD3983	05/09/2018	\$0.00	(\$64.55)
						\$0.00	(\$41.20)
						\$0.00	(\$5.49)
Refund	\$111.24						
BRANDELL, FRED HENRY	4624 TAMARACK DR	KITTY HAWK, NC 27949	Proration	DFH7567	05/31/2018	\$0.00	(\$227.36)
						\$0.00	(\$145.13)
						\$0.00	(\$19.35)
Refund	\$391.84						
EMERY, KEVIN LEE	12329 DEWHURST AVE	RICHMOND, VA 23233	Proration	FCJ3241	05/31/2018	\$0.00	(\$148.19)
						\$0.00	(\$93.65)
						Refund	\$241.84
SMITH, ROY CLAYTON JR	6076 CURRITUCK RD	KITTY HAWK, NC 27949	Proration	YXV2486	05/07/2018	\$0.00	(\$82.86)
						\$0.00	(\$8.09)
						\$0.00	(\$18.16)
Refund	\$109.11						
						Refund Total	\$1273.64

Tax	District Type	Net Change
C99	COUNTY	(\$786.42)
T08	CITY	(\$186.33)
T08BN	CITY	(\$24.84)
T14	CITY	(\$204.16)
F22	FIRE	(\$8.09)
F50	FIRE	(\$26.22)
S99	SPECIAL	(\$37.58)
Refund Total		(\$1,273.64)

COMMISSIONERS' BUSINESS

MANAGER'S / ATTORNEY'S BUSINESS