

**NORTHAMPTON COUNTY
REGULAR SESSION
November 20, 2017**

Be It Remembered that the Board of Commissioners of Northampton County met on November 20, 2017, with the following present: Robert Carter, Fannie Greene, Charles Tyner, and Geneva Faulkner.

Others Present: Kimberly Turner, Scott McKellar, Nathan Pearce, Leslie Edwards, and Komita Hendricks

Absent: Chester Deloatch

A motion was made by Fannie Greene and seconded by Geneva Faulkner to enter into Closed Session for G.S. 143-318.11 (a)(6) and G.S. 143-318.11 (a)(3). **Question Called: All present voting yes. Motion carried.**

A motion was made by Geneva Faulkner and seconded by Charles Tyner to adjourn the closed session. **Question Called: All present voting yes. Motion carried.**

A motion was made by Geneva Faulkner and seconded by Fannie Greene to reconvene regular session. **Question Called: All present voting yes. Motion carried.**

Chairman Carter called the meeting to order.

Agenda Work Session:

A work session was held to discuss today's agenda items. Chairman Carter called upon County Manager Kimberly Turner for input. Ms. Turner had no changes. Chairman Carter called upon Commissioners for input. Chairman Carter stated after Tab #9 there will be a continued Closed Session for G.S. 143-318.11 (a)(3).

Regular Session:

Chairman Carter called the meeting to order, welcomed everyone, and announced when citizens could make comments. Chairman Carter called for a moment of silence and invited everyone to participate in the Pledge of Allegiance.

Approval of Regular Session Minutes for November 6, 2017:

A motion was made by Geneva Faulkner and seconded by Fannie Greene to approve the Regular Session Minutes for November 6, 2017. **Question Called: All present voting yes. Motion carried.**

Approval of Closed Session Minutes for November 6, 2017:

A motion was made by Fannie Greene and seconded by Geneva Faulkner to approve the Closed Session Minutes for November 6, 2017. **Question Called:** *All present voting yes.* **Motion carried.**

Approval of Agenda for November 20, 2017:

A motion was made by Charles Tyner and seconded by Geneva Faulkner to approve the agenda for November 20, 2017 with changes as stated. **Question Called:** *All present voting yes.* **Motion carried.**

Animal Cremation:

Mr. Andy Smith, Health Department Director, appeared before the Board to obtain approval of the Animal Crematorium Agreement between the Health Department and Halifax County.

A motion was made by Fannie Greene and seconded by Charles Tyner to approve the Animal Crematorium Agreement between the Health Department and Halifax County and authorize the County Manager to sign the agreement. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**



NORTHAMPTON COUNTY HEALTH DEPARTMENT

9495 NC 305 HIGHWAY
POST OFFICE BOX 635
JACKSON, NORTH CAROLINA 27845



DECISION PAPER

TO: Northampton County Board of County Commissioners
FROM: Northampton County Health Department
MEETING DATE: November 20, 2017
RE: Halifax County, Animal Crematorium Agreement

PURPOSE:

The purpose of this decision paper is to request the Board of Commissioners' approval of the Animal Crematorium Agreement between the Health Department and Halifax County.

FACTS:

1. Both Halifax and Northampton provide animal control services which require the disposition of animal carcasses from time to time.
 2. Halifax County has equipment and facilities for the cremation of animal carcasses and Northampton does not.
 3. Cremation is the process recommended by the Department of Agriculture and US Fish and Wildlife Services.
 4. The proposed contract was sent to Scott McKellar, County Attorney, for review.
 5. The charge for this service is \$350.00 per month.
 6. The agreement will be presented to the Board of Health at the November 14th meeting.
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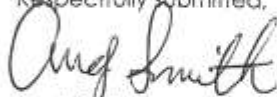
DISCUSSION:

The Department of Agriculture does an annual inspection of the animal control facilities in Northampton County. They along with the Fish and Wildlife Services have recommended cremation as the method of disposal of animal carcasses. Halifax County has the facility and equipment for this process and has agreed to allow Northampton County to bring its animal carcasses on a biweekly basis for the proper and sanitary disposal of the carcasses. If approved, the fee will be \$350.00 per month. The proposed contract was sent to Scott McKellar, County Attorney, on November 7, 2017. The agreement will be presented to the Board of Health at the November 14th meeting.

RECOMMENDATIONS:

The Northampton County Health Department recommends that the Commissioners approve the proposed agreement between Northampton County and Halifax County for the purpose of animal crematorium services.

Respectfully submitted,



Andy Smith
Health Director

COORDINATION:

County Manager:

Concur Kimberly R. Jones 11/14/17 The Board needs to authorize the County Manager
Concur with Comment _____ to sign the agreement.
Non-concur _____

Finance Director:

Concur Doreen A. Edwards
Concur with Comment _____
Non-concur _____



Halifax County Public Health System

*Health Department • Home Health & Hospice • WIC
Environmental Health • Animal Control*

Post Office Box 10
19 North Dobbs Street
Halifax, North Carolina, 27839
Phone: (252) 583-5021 Fax: (252) 583-2975

*Ms. Dia H. Denton
Interim Health Director*



November 2, 2017

Mr. John White
Northampton County EH/Animal Control
P O Box 635
Jackson, NC 27845

Dear Mr. White

Our Animal Crematorium Agreement is enclosed **in triplicate**. Please sign and return two original agreements to my attention at your earliest convenience. If you have any questions or concerns, please contact me at 252-583-5021 x6314.

Best Regards,

Tina L. Davis

Tina L. Davis
Administrative Assistant

"Caring Hearts, Helping Hands"

NORTH CAROLINA

HALIFAX COUNTY

AGREEMENT FOR USE OF ANIMAL CREMATORIUM

THIS AGREEMENT, made and entered into effective October 17, 2017, by and between Halifax County, a unit of local government ("Halifax"), and Northampton County, a unit of local government ("Northampton");

WITNESSETH:

Whereas, both Halifax and Northampton provide animal control services which require the disposition of animal carcasses from time to time; and

Whereas, Halifax County has equipment and facilities for the cremation of animal carcasses; and

Whereas, Northampton County does not have such equipment, and has requested that Halifax make its cremation equipment available to Northampton from time to time; and

Whereas, Halifax is willing to accommodate Northampton with respect to the use of its cremation equipment for the proper and sanitary disposal of carcasses;

Now, therefore, in consideration of the premises recited above and in further consideration of the terms and conditions set forth below, Halifax and Northampton agree as follows:

1. Northampton is allowed to bring its animal carcasses to the Halifax cremation facility on a bi-weekly basis, meaning at those times when Halifax normally cycles its crematorium. The crematorium is not and will not be cycled on a weekly basis.
2. Northampton will be responsible for all transport to and unloading at the Halifax crematorium facility.
3. Northampton will pay Halifax a fee of \$350.00 per month, regardless of the number of carcasses cremated for Northampton. This fee will be paid without the need for a monthly invoice on or before the 15th day of each month, beginning October 17, 2017.
4. The monthly fee may be adjusted after three to six months by mutual agreement of the parties, based upon the actual volume of use by Northampton.
5. Each year of this agreement, on or before May 1, Halifax will propose an adjustment in the monthly fee, and if the adjustment is mutually acceptable, that adjusted fee will be in effect for the next fiscal year (July 1 to June 30).
6. Notwithstanding anything contained herein to the contrary, this agreement may be terminated by either party upon 30 days written notice. The period of this agreement is October 17, 2017 through June 30, 2018.

Northampton County/Animal Control

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7. To the extent allowed by law, each party will indemnify and hold harmless the other for any injury to persons or property resulting from the negligence or misconduct of its own officers, employees or agents arising from the use of the crematorium facilities and equipment.

In witness whereof, the parties have caused this agreement to be executed by their duly authorized officers effective as of the date first above written.

NORTHAMPTON COUNTY

By: _____
County Manager

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

Leslie A. Edwards
Finance Director
Northampton County

HALIFAX COUNTY

By: John M. Brown
County Manager

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

Wayne W. Duncan
Finance Director
Halifax County

Approved as to form and legality.

M. D. Rollins
Halifax County Attorney
10-23-17

Northampton County/Animal Control

CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
HALIFAX COUNTY GOVERNMENT

CONTRACTOR: Northampton County Health Department

SUBJECT OF CONTRACT: Animal Control Services

DATE/TERM OF CONTRACT: October 17, 2017 – June 30, 2018 DEPARTMENT: Health

Notwithstanding any provision contained in the above referenced Contract or Agreement which may be to the contrary, the following provisions are incorporated and shall apply, supplant and control:

Non-appropriation clause. Contractor acknowledges that Halifax County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Halifax County's obligations under this contract, then this contract shall automatically expire without penalty to Halifax County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Halifax County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Halifax County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Halifax County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Halifax County upon written notice to Contractor of such limitation or change in Halifax County's legal authority.

Dispute Resolution/Jurisdiction/Venue. Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction for any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Halifax County.

No pledge of taxing authority. No deficiency judgment may be rendered against Halifax County or any agency of Halifax County in any action for breach of a contractual obligation under this contract. The taxing power of the Halifax County is not pledged directly or indirectly to secure any monies due under this contract.

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Halifax County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Halifax County.

Conflict of Interest: If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Halifax County and the third parties regarding the subject matter of this Contract or Agreement.

Compliance with E-Verify requirements: The Contractor and any of its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor shall not utilize any subcontractor that is identified on the List.

Public Record. This Contract or Agreement is subject to disclosure under the public records laws of the State of North Carolina.

For the CONTRACTOR: _____ Title: County Manager

For HALIFAX COUNTY:  Title: County Manager

Revised 4.4.16

CenturyLink Public Safety Product Sales/Installation/Maintenance Agreement:

Mrs. Tammie Piland, Communications Director, appeared before the Board to obtain approval of a contract with CenturyLink to provide Automatic Location Identification (ALI) Modem.

A motion was made by Charles Tyner and seconded by Fannie Greene to approve the contract with CenturyLink to provide Automatic Location Identification Modem. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

Decision Paper

To: Northampton County Board of Commissioners
From: Tammie Piland, Communications Director
Re: CenturyLink Public Safety Products Sales/Installation/Maintenance Agreement
Date: November 13, 2017

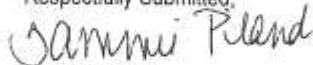
Purpose: To respectfully request permission to replace the Automatic Location Identification (ALI) Modem

Facts:

1. CenturyLink already provides these services to the Communications Center.
2. This system provides the location of the caller if they are calling from a land line. The current system has become obsolete and is no longer supported by the manufacturer. CenturyLink is the provider of this service because they are the provider of the phone service.
3. Replacing the current ALI Modem will ensure that the ALI features will not be interrupted.
4. The cost for this project is \$476.68 for installation and \$353.63 for maintenance for a total of \$830.31. This has been approved as an allowable expense from the NC 911 Board and will be paid from the 911 budget.

Recommendation: I recommend that we replace the ALI modem to continue to receive the ALI feature.

Respectfully Submitted,



Tammie Piland
Communications Director

Coordination:

County Manager

Concur: Kimberly R. Johnson 11/14/17

Concur with Comment: _____

Disagree: _____

Finance Director

Concur: Leslie A. Edwards

Concur with Comment: _____

Disagree: _____

Action by the Decision Maker

Approve: _____

Disapprove: _____

Other: _____

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

This Public Safety Product Sales/Installation/Maintenance Agreement is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC and Northampton County ("Customer"), a public entity organized under the laws of the State of North Carolina, and is effective on the date signed by the parties below ("Effective Date.") CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before 12-31-17. Customer's current address, facsimile number, and person designated for notices are: Tammie Piland, Northampton County 911, 132 Landfill Dr, Jackson NC 27845.

1. Products and Services Supplied under this Agreement.

1.1 CenturyLink will provide and Customer will purchase the hardware and/or software ("Product") specified in Attachment 1 to this Agreement. Customer will purchase Product(s) to provide public safety emergency communications services.

1.2 CenturyLink will install Product(s) specified in Attachment 1 under the Installation Terms and Conditions described in Attachment 2 to this Agreement.

1.3 CenturyLink will provide all onsite maintenance services for the Product(s) specified in Attachment 1 under the CenturyLink On-Site Maintenance Services Terms and Conditions in Attachment 3 to this Agreement. CenturyLink will charge Customer for any Cisco-provided remote supplemental maintenance service included as part of this Agreement. The Cisco terms and conditions are available at "Cisco Smart Net Total Care" under technical support services at: <http://www.cisco.com/c/en/us/about/legal/service-descriptions.html> or any successor website designated by Cisco.

2. Sales Price and Payment Terms.

2.1 CenturyLink's prices for Product(s) and installation appear in Attachment 1 to this Agreement. CenturyLink's prices for maintenance appear in Attachment 4 to this Agreement. All charges are due within 30 days of the invoice date and in accordance with the Payment Summary on Attachment 4 to this Agreement. Customer will not pay for the Services with funds obtained from governmental agencies or through stimulus grants or loans or other programs, including the American Recovery and Reinvestment Act, that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

2.2 Late Payment Charge. CenturyLink will apply a service charge of 1½% per month on any unpaid balance not received by CenturyLink within 30 days of the invoice date.

3. Taxes and Fees. Prices do not include taxes or fees, of any kind, established by governmental authorities. Customer will pay all such applicable taxes and fees when billed by CenturyLink. If Customer is exempt from any tax, it must provide CenturyLink with an appropriately completed and valid tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any tax payment for usage before Customer's submission of valid evidence of exemption.

4. Customer Responsibilities.

4.1 Customer will ensure that its personnel are available to receive delivery of Product(s) at site, at a date and time to be determined between CenturyLink and Customer.

4.2 Customer agrees to grant reasonable right of entry to CenturyLink's representatives to deliver the Product(s) or perform all services contemplated under or by virtue of this Agreement, or both, and will make available a reasonable amount of appropriate, secure space for storage of Product(s) or parts as necessary.

4.3 Customer is responsible for proper site preparation, meeting and maintaining proper environmental conditions, including air conditioning, cleanliness, temperature requirements, and electrical requirements as indicated by the manufacturers of Product(s) in Attachment 1. Customer agrees to follow the National Emergency Numbering Association ("NENA") recommendations and guidelines for site preparation as set forth in the NENA Technical Information Document 04-502, which can be found at www.nena.org.

4.4 Product(s) delivered to Customer will be available at site on the installation date. The estimated installation begin and complete dates are identified in Attachment 2 to this Agreement.

5. Title, Invoicing and Security Interest. Ownership and all risk of loss of Product will transfer to Customer upon delivery, except damage caused by CenturyLink, its agents or subcontractors. Until Customer pays CenturyLink in full for any Product, Customer (a) grants to CenturyLink a continuing security interest in such Product, including additions, replacements and proceeds; (b) authorizes CenturyLink to file a financing statement with or without Customer's signature, and (c) will not transfer the Product or change its name or organizational status except upon at least 30 days prior written notice to CenturyLink.

6. Health and Safety Compliance. CenturyLink and Customer will adhere to all applicable health and safety laws, rules and regulations including the Occupational Safety and Health Administration's (OSHA) rules and regulations. Customer agrees to certify that there is no asbestos on any premises in any areas where CenturyLink will be working. In the event Customer will not certify an asbestos free environment or asbestos is discovered in the CenturyLink work area, there may be additional costs to perform under this Agreement in compliance with OSHA's rules and regulations. Customer understands and agrees this Agreement does not include the

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

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

7. **Customer Acceptance.** CENTURYLINK AND CUSTOMER MUST REVIEW AND SIGN THE CUSTOMER ACCEPTANCE FORM. THE CUSTOMER ACCEPTANCE FORM OUTLINES CENTURYLINK'S ACCEPTANCE POLICY AND IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE CUSTOMER ACCEPTANCE FORM AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THIS AGREEMENT WILL CONTROL. CUSTOMER MUST NOTIFY CENTURYLINK IN WRITING AND SPECIFY ANY PORTIONS OF THE PRODUCT(S) LISTED IN ATTACHMENT 1 THAT ARE UNACCEPTABLE. IF CUSTOMER DOES NOT NOTIFY CENTURYLINK WITHIN 10 BUSINESS DAYS FROM THE INSTALLATION DATE OR DELIVERY DATE, WHICHEVER IS APPLICABLE, PRODUCT(S) WILL BE DEEMED ACCEPTED. ANY PRODUCT INSTALLED BY CENTURYLINK IS CONSIDERED ACCEPTABLE AND BILLABLE IF IT IS INSTALLED AND OPERATES MATERIALLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. CENTURYLINK RESERVES THE RIGHT TO CORRECT ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CUSTOMER. ANY PORTION OF A PRODUCT THAT HAS NOT BEEN REJECTED BY CUSTOMER AND IS FUNCTIONALLY DIVISIBLE WILL BE DEEMED ACCEPTED AND MAY BE INVOICED SEPARATELY. MOVES AND CHANGES ARE CONSIDERED ACCEPTED WHEN THE DESCRIBED WORK IS MATERIALLY COMPLETED. ANY PORTION OF A PRODUCT THAT IS FOUND TO BE UNACCEPTABLE AFTER THE 10-DAY ACCEPTANCE PERIOD MAY BE REPORTED TO THE CENTURYLINK 911 CALL CENTER AT 1-800-357-0911.

8. **Adds; Changes.** Any changes to a Product order or Installation request, including an increase in quantity, must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") to CenturyLink. The amendment or Purchase Order will be signed by authorized representatives of both parties and made a part of this Agreement.

9. **Right to Subcontract.** It is specifically agreed that CenturyLink may subcontract all or any portion of the work without the prior written consent of Customer. CenturyLink will remain responsible for the work of any subcontractor.

10. **Confidentiality.**

10.1 Except to the extent required by an open records act or similar law, neither CenturyLink nor Customer will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

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

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

12. **Limitation of Liability.**

12.1 OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCT(S) IS THE SOLE RESPONSIBILITY OF CUSTOMER. CENTURYLINK'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCT(S) SOLD AND INSTALLATION AND MAINTENANCE OF THE PRODUCT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PROVISION OF PRODUCT(S) SOLD AND SERVICES PERFORMED BY CENTURYLINK TO CUSTOMER WILL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY CENTURYLINK OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CUSTOMER. CENTURYLINK'S OBLIGATIONS EXTEND SOLELY TO CUSTOMER.

12.2 CENTURYLINK WILL IN NO EVENT BE LIABLE TO CUSTOMER, OR TO ANY PERSON OR COMPANY USING ANY PRODUCT OR SERVICE SUPPLIED UNDER THESE TERMS AND CONDITIONS OR TO WHOM CUSTOMER FURNISHES A PRODUCT OR SERVICE, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING AS A RESULT OF

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

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

12.3 Personal Injury; Death; Property Damage. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE.

13. Disclaimer of Warranties. EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION GIVEN BY CENTURYLINK, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE A WARRANTY. CenturyLink is not responsible for any Product or Service defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, Force Majeure Events, improper storage, or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied equipment or failure to maintain the environmental conditions specified by the manufacturer or licensor.

14. Software License. One or more of the Product(s) may be or may contain software. In some cases the Product(s) manufacturer (CenturyLink's vendor) has embedded such software into the hardware as an integral part of the Product(s). All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (CenturyLink's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed entirely by said creator, developer, manufacturer, or copywriter and will be adhered to by both parties. Upon the requirement of creator, developer, manufacturer or copywriter to execute a software license agreement by end-user, such license must be executed by CenturyLink's Customer as required, and will become a part of this Agreement by reference.

15. Default by Customer. In the event Customer fails or neglects to comply with any term or condition of this Agreement or to pay for services as provided herein, CenturyLink will have the right, after written notice, to cease performance hereunder. This remedy will be in addition to any other remedies, including termination, available to CenturyLink in law or equity. CenturyLink will be entitled to recover reasonable attorneys' fees and costs of collection associated with enforcing its rights hereunder.

16. Governing Law; Dispute Resolution.

16.1 Governing Law; Forum. Colorado state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement not initiating the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

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

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

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

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

18. General. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. The

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SALES/INSTALLATION/MAINTENANCE AGREEMENT**

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

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

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

Northampton County

CenturyLink Communications, LLC

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

CONFIDENTIAL INFORMATION

PRODUCT(S)

1. Product Pricing.

[illegible]

2. **Installation Pricing.** Customer will pay the following total installation charge for the Product(s) listed above: \$471.68
3. **CenturyLink Quote.** CenturyLink may provide Customer with Product pricing and any related charges via a CenturyLink issued quote (see CenturyLink Quote No. see above quote number), which is incorporated into the Agreement by this reference.

PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT

ATTACHMENT 2

CONFIDENTIAL INFORMATION

INSTALLATION TERMS AND CONDITIONS

1. **CenturyLink's Responsibilities.** CenturyLink will ensure that the Product(s) set forth in Attachment 1 have been installed according to the manufacturer's specifications.

2. **Time and Materials Charges.** Additional time and materials charges are applicable under the following circumstances:

2.1 Any modifications to building's electrical system required to install listed Product(s) that are not properly performed or provided by Customer;

2.2 Drilling of access holes and provisioning of suitable conduit (if required) from equipment room to dispatch center for cable access that are not properly performed or provided by Customer; or

2.3 Customer requests that CenturyLink connect the Product(s) to voice recorder equipment which was not purchased under this Agreement.

3. **Target Dates.**

3.1 Installation begin date: (estimated) 10-15-17

3.2 Installation complete date: (estimated) 12-31-17

Customer _____
(Initials)

CenturyLink _____
(Initials)

PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT

ATTACHMENT 3

CONFIDENTIAL INFORMATION

CENTURION™ ON-SITE MAINTENANCE SERVICE TERMS AND CONDITIONS

1. **General; Definitions.** Capitalized terms not defined herein are defined in the Agreement.

"Best Effort Network" means any private or public network that cannot sustain Quality of Service (QoS) for time sensitive traffic from one end point to another.

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

"Center" means the CenturyLink Customer Service Center.

"Covered Hours" means (a) for standard maintenance, 8:00 am to 5:00 pm Local Time, Monday through Friday, excluding CenturyLink-observed holidays; or (b) for premium maintenance, 24 hours per day, 7 days per week, including CenturyLink observed holidays.

"Covered Product" means CPE hardware and software manufactured by a CenturyLink approved vendor and is part of CenturyLink's standard portfolio for which CenturyLink will provide maintenance coverage as described herein.

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

"End of Life" or "EOL" means equipment or software that is no longer available or supported by the manufacturer or producer.

"End of Sale" or "EOS" means new equipment or software that is no longer available for purchase from the manufacturer or producer but support and replacement equipment is available from the manufacturer or producer.

"Engagement" means when the Center confirms with Customer entitlement to support and technician assignment.

"Field Replaceable Unit" means a circuit board, part, or assembly that can be quickly and easily removed and replaced by a technician without having to send the entire product or system to a repair facility.

"Lease" means a separate agreement with a CenturyLink preferred leasing vendor to finance Service.

"Local Time" means the time zone in which Covered Product is located.

"Maintenance Release" means an incremental release of Software that provides maintenance fixes or corrective content and may provide additional Software features.

"MD" means that the Covered Product or Software has been designated by the vendor as no longer supportable by manufacturing, design, and related processes. Covered Product designated as MD is no longer available for sale. Software designated as MD may no longer be available for upgrades or expansion, depending on the current state of the software.

"Non-Standard Products" means hardware or software purchased from CenturyLink that is not part of CenturyLink standard product portfolio and is no longer available for new sale or limited support through the manufacturer.

"Response" means the period of time between (a) when CenturyLink and Customer determine remote diagnostic efforts are inadequate to resolve reported problem, a Field Replaceable Unit is identified for replacement or a Maintenance Release is needed; and (b) when CenturyLink technician arrives at the site of the Covered Product.

"Service" means CenturyLink maintenance of the Covered Product, which may include embedded software, in accordance with the manufacturer's specifications.

"System Integrity" means: (a) CenturyLink is the Customer's channel partner of record for Covered Product; and (b) all system hardware is covered by this Service or other CenturyLink maintenance services.

"Zip-to-Zone Guide" means the matrix used by CenturyLink to determine Service and Service Level Objective availability. Availability information will be provided to Customer upon request.

2. **Service and Scope.** CenturyLink will provide maintenance on the Product(s) listed in Attachment 1 (the "Covered Products.")

3. **Term of Centurion On-Site Maintenance Service.**

3.1 CenturyLink will provide Centurion On-Site maintenance service for 12 (Twelve) months (the "Service Term") beginning upon Customer Acceptance of Product(s).

4. **System Integrity.** To receive Service from CenturyLink, Customer agrees to maintain System Integrity. CenturyLink reserves the right to deny Service if Customer fails to maintain System Integrity including but not limited to adding hardware and software not provided by CenturyLink. CenturyLink may request Customer to provide documentation demonstrating System Integrity.

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

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

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

12. Problem Isolation Billing; Service Exclusions. In the event CenturyLink spends time (a) isolating problems to equipment, software, or LAN/WAN elements that are not part of the Covered Product, or (b) associated with Service exclusions, Customer will pay CenturyLink for such effort at then-current time and material rates. Service exclusions include:

- CPE hardware not listed on 01
- CPE software not listed on Attachment 1 unless embedded in the Covered Product
- Products missing serial numbers or other identification required by the manufacturer.
- Problems caused by integration with non-CenturyLink provided hardware or software
- Problems associated with Operating Systems not provided by CenturyLink
- Product failure due to manufacturer excluded causes such as accident, abuse or misuse
- Product failure due to non-compliance of electrical or environmental requirements
- Product usage not in accordance to manufacturer specification
- Failure of Customer to follow proper operating procedures
- Servicing not authorized by CenturyLink
- Upgrades of software

13. MD, EOS and EOL Products. CenturyLink will make an annual review of Customer's Covered Product to identify MD, EOS and EOL equipment and software. This Detailed Description excludes MD, EOS and EOL equipment or software from Service. Acceptance of a PO for Service does not bind CenturyLink to the maintenance of MD, EOS or EOL equipment or software under this Detailed Description.

14. Non-Standard Products. CenturyLink may purchase Non-Standard Products on behalf of Customer for the purchasing convenience of Customer. CenturyLink will review Customer's Covered Product to identify Non-Standard Products. Acceptance of a PO for Service does not bind CenturyLink to maintenance of Non-Standard Products. Service for Non-Standard Products is provided at the discretion of CenturyLink and is subject to change without notice. If CenturyLink discontinues support of Non-Standard Products, CenturyLink will either: (a) reimburse customer for Service charges associated with Non-Standard Products if Customer received no benefit, or (b) charge Customer at then-current time and material rates for support of Non-Standard Products. Support of Non-Standard Products is further defined in the Detailed Description for Non-Standard Part Support Service.

15. Non-Disclosed Pre-Existing Issues. Customer must disclose pre-existing issues that have a material impact to the Covered Product and would cause CenturyLink to incur an immediate cost to resolve. CenturyLink reserves the right to charge Customer for corrective action associated with such non-disclosed pre-existing issues within the first 90 days of the coverage period.

16. Voice over Internet Protocol (VoIP) Quality Exclusion. CenturyLink may perform tasks to maintain QoS for VoIP, on behalf of Customer. Nevertheless, CenturyLink makes no warranty on the quality of voice/video transmissions over private or public IP network in this Agreement. Further, CenturyLink does not recommend VoIP deployments over a Best Effort Network. Customer acknowledges that quality issues relative to voice/video transmission may occur on a Best Effort Network. Issues, such as jitter, echo, and dropped calls may occur with varied degrees of frequency depending on network use and latency. Trouble reports that have been isolated and diagnosed as intermittent QoS issues will be billable to Customer at then-current time and material rates.

17. Termination. If, prior to the conclusion of the Service Term, Service is terminated either by Customer for any reason other than Cause or by CenturyLink for Cause, Customer will pay all unpaid billed charges for Service. If Customer is progress billed, Customer will also pay the unpaid balance for Service remaining in the Service Term.

18. Lease Option. Customer may pay for Service pursuant to a Lease. CenturyLink will provide the Service to Customer and receive payment for the Service from the CenturyLink preferred leasing vendor. If Customer fails to execute such Lease or comply with Lease, including without limitation, any requirements for Acceptance of Service, which results in the CenturyLink preferred leasing vendor's refusal to pay CenturyLink in full for Service, Customer agrees to pay CenturyLink in full for Service.

Customer _____
(Initials)

CenturyLink _____
(Initials)

PUBLIC SAFETY PRODUCT
SALES/INSTALLATION/MAINTENANCE AGREEMENT

ATTACHMENT 4

CONFIDENTIAL INFORMATION

PAYMENT SUMMARY

1. PRODUCTS.

1.1 Product and Installation Pricing Summary.

Description	Charges
Product	\$ 0
Installation	\$ 471.68
Total for Product and Installation	\$ 471.68

1.2 Product Payment Schedule.

Description	Percentage of Total Payment Due	Amount Due
Date of Acceptance	100%	\$ 471.68

2. MAINTENANCE.

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

Description	Service Term
Maintenance	One Year

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

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

3. SOFTWARE UPGRADE PROGRAM.

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

Term	Charges*	Billing Schedule
[SELECT TERM or N/A]	\$0	100% Billed upon Acceptance

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

Customer _____
(Initials)

CenturyLink _____
(Initials)

This instrument has been pre-audited in the manner as

Per NC.G.S. 159-28 (a) Reshita Edwards
Finance Officer

Customer: Northampton County E911
Quote #: 1709071138
Project Name: ALI Modem Replacement
Created On: 09/07/2017
Expiration Date: 11/06/2017
Account Manager: Rob Robinson/b8q5
Sales Engineer: Paul Winstead
Customer Notes:



Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Main Site					
Materials					
CISCO1921/K9	C1921 Modular Router, 2 GE, 2 EHWIC slots, 512DRAM, IP Base	\$ -	2	\$ -	
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$ -	2	\$ -	
CAB-SS-232FC	RS-232 Cable, DCE Female to Smart Serial, 10 Feet	\$ -	2	\$ -	
ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	\$ -	2	\$ -	
SL-19-IPB-K9	IP Base License for Cisco 1900	\$ -	2	\$ -	
S190UK9-15602T	Cisco 1900 IOS UNIVERSAL	\$ -	2	\$ -	
HWIC-2A/S	2-Port Async/Sync Serial WAN Interface Card	\$ -	2	\$ -	
HWIC-1DSU-56K4	1-port 4-WIRE 56/64 Kbps WAN INTERFACE CARD	\$ -	2	\$ -	
Support					
IUM-CON-SNTP-1921	CTL-MGD--UNASSIGNED-FOTS--M-SPARES--(IQU ITEM REQUIRED FOR FOTS) SNTC-24X7X4 C1921 Modular Router, 2 GE, 2 EHWIC slot	\$ 162.21	2	\$ 324.43	12
ICU-IUM-CON-SNTP-1921	CTL-MGD--CTL-FOTS--UNASSIGNED-SPARES--(IUM ITEM REQUIRED FOR SPARES) CTL-MGD--UNASSIGNED-FOTS--M-SPARES--(IQU ITEM REQUIRED FOR FOTS) SNTC-24X7X4 C1921 Modular Router, 2 GE, 2 EHWIC slot	\$ 14.60	2	\$ 29.20	12
Implementation					
QINTR-CISCO	Integration	\$ 426.68	1	\$ 426.68	
Shipping and Handling					
Shipping & Handling	Shipping & Handling	\$ 50.00	1	\$ 50.00	
Support Services Total				\$353.63	
Implementation Total				\$426.68	
Shipping and Handling Total				\$50.00	

				Grand Total Price to Customer	\$830.31

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative:

Customer Signature:

Job Title:

Date:

CenturyLink Representative:

CenturyLink Signature:

Job Title:

Date:

MOU with Roanoke Rapids Graded School:

Mr. Charles Joyner, EMS Director, appeared before the Board to obtain approval of a Memorandum of Understanding (MOU) with Roanoke Rapids Graded School District to provide training for their EMT program.

A motion was made by Fannie Greene and seconded by Geneva Faulkner to table this matter to allow time for Attorney to receive and review insurance policy. **Question Called:** *All present voting yes.* **Motion carried.**

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

Decision Paper

To: Northampton County Board of Commissioners

From: Charles Joyner EMS Director

Date: 11/20/2017

Subject: Memorandum of Understanding (MOU)

Purpose: To obtain approval from the Northampton County Board of Commissioners to enter into a memorandum of understanding with the Roanoke Rapids Graded School District

Facts: The Roanoke Rapids Graded School District has begun to offer a high school emergency medical technology program. The purpose of this program is to provide high school students with training for careers in emergency medical services. The Roanoke Rapids Graded School District contacted Northampton County Ambulance Service along with other County EMS Services to enter into a MOU in order to allow the high school students enrolled in this program to receive training from members of Northampton County Ambulance Service. The Roanoke Rapids High School will provide insurance to cover the students and instructors in the event of accident or civil liability.

The county attorney has reviewed and approved all the documents included with this decision paper

Discussion: I feel that this program will be of benefit to Northampton County in that it will provide training to high school students that wish to start a career in EMS. This will allow students to receive a state EMS certification while still in high school. This will increase the pool of people entering the workforce that already have the training to work in the field of EMS. This will be a benefit to all of the surrounding counties as the pool of qualified applicants now is limited. This will allow recent graduates the opportunity to begin work without the need to get additional training after graduation.

Recommendation: I would respectfully request that the Northampton County Board of Commissioners allow Northampton County to enter into the Memorandum of Understanding with The Roanoke Rapids Graded School District.

Respectfully Submitted


Charles Joyner

Coordination

County Manager

Concur: Kimberly F. Smith

Concur with Comment S

Non - Concur _____

Finance Director

Concur: Debra A. Edwards

Concur with comment: _____

Non-concur: _____

Memorandum of Understanding
Roanoke Rapids High School
Emergency Medical Technician Education Program

Between

Roanoke Rapids Graded School District

And

Northampton County Emergency Medical Services

I. Purpose

The purpose of the Roanoke Rapids High School Emergency Medical Technology Program is to provide enhanced Career and Technical Education opportunities to provide well trained individuals for careers in emergency medical services in Halifax County.

This Memorandum of Understanding (MOU) is to identify the roles of this collaborative relationship as they relate to providing high school students the opportunity to participate in Emergency Medical Technician Training.

II. Responsibilities

Roanoke Rapids High School

1. Provide a certified level I EMT instructor.
2. Provide the necessary instructional facilities.
3. Provide the necessary instructional materials, supplies and equipment.
4. Provide insurance that will cover the students and instructor(s) in case of accident or civil liability.
5. Request in advance (reasonable time) the use of specialized Northampton County Emergency Medical Services (NCEMS) equipment when cost of such equipment might be prohibitive for the school to purchase.
6. Roanoke Rapids High School (RRHS) is expected to return all of NCEMS equipment in the same working order as it was delivered. If for any reason there is damage to any equipment, or the equipment failed to operate properly, it is the responsibility of RRHS to notify a representative of the NCEMS so that any deficiencies can be repaired.

7. Monetary responsibility for any damaged equipment due to negligence while being used by RRHS students will be appraised and an agreement worked out between the NCEMS and RRHS.

Northampton County Emergency Medical Services

1. Provide a contact person(s) to serve as liaison between Roanoke Rapids High School and NCEMS to provide consultation and assist as available in technical expertise of the program.
2. Provide training to the RRHS instructor that is responsible for the EMT curriculum so that they are familiar with NCEMS equipment and all safety issues associated with such equipment.
3. Ensure that when NCEMS personnel who will be involved in ongoing basis, register as volunteers with the Roanoke Rapids Graded School District.
4. When notified by RRHS of the need of equipment for practical training, to insure that the equipment is delivered at an agreed upon time.
5. If while the equipment is in use by RRHS and an emergency should arise requiring that the equipment be returned to NCEMS, a representative of NCEMS shall contact RRHS as soon as possible so that arrangements can be made to retrieve the equipment from RRHS. All efforts will be made to give RRHS some ample time of notice and not just arrive at RRHS requesting the equipment.
6. When NCEMS has opportunities which can be used for training in practical applications for the RRHS instructor or volunteer opportunities for RRHS students NCEMS will notify the instructor of such activities. Examples of this might be the opportunity for students to participate in Halifax County EMS disaster drills or the instructor to participate in professional training for certification renewals.
7. NCEMS and the RHHS instructor will coordinate any necessary permissions or documentation needed for students to participate in program activities.

III. Modification and Termination

1. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or

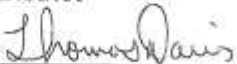
cancellation and include any final performance and/or payment invoicing instructions/requirements.

2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

IV. Effective Date and Signature

This MOU shall be effective upon the signature of Roanoke Rapids Graded School District and Northampton County Emergency Medical Services authorized officials.

Signature and dates:

Roanoke Rapids Graded School District  Thomas Davis, Authorized Signature CTE Director DATE <u>08/02/17</u>	Northampton County Emergency Medical Services _____ Authorized Signature Title: _____ DATE _____
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Bid Approval Squire Road:

Mr. Nathan Pearce, Assistant County Manager, appeared before the Board to obtain approval to award the Squire Road Water System project to the lowest responsible bidder.

A motion was made by Geneva Faulkner and seconded by Charles Tyner to award the Squire Road Water System project to Herring-Rivenbark, Inc. **Question Called:** *All present voting yes.*
Motion carried.

Mr. Pearce introduced Mr. Leo Green, Green Engineering, to the Board. Mr. Green explained to the Board a possible timeline of events to complete the Squire Road project.

Water Survey Update:

Mr. Pearce also gave the Board an update on water surveys. Mr. Pearce stated he currently has a list of roads without county water and forms will be posted on resident's doors that will need to be completed and mailed in.

**PLEASE SEE SCANNED DOCUMENTS WHICH ARE
HEREBY MADE A PART OF THESE MINUTES:**

Decision Paper

To: The Northampton County Board of Commissioners
From: Nathan Pearce, Assistant County Manager
Date: November 20, 2017
Subject: Squire Road Water System Improvements Project

PURPOSE:

To obtain the Northampton County Board of Commissioners' approval to award the Squire Road Water System Improvements project to the lowest responsible bidder.

FACTS:

1. Green Engineering, P.L.L.C. submitted a Bid Tabulation to Northampton County on 11/6/2017 that included a total construction cost submitted by both Step Construction and Herring-Rivenbark, Inc.
2. Northampton County has had experience working with both Step Construction and Herring-Rivenbark, Inc. in the past.
3. "ARTICLE 19 - AWARD OF CONTRACT: 19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder".

RECOMMENDATION:

That the Board award the project to the lowest responsible bidder.

Action by the Commissioners:

Approved: _____
Disapproved: _____
Other: _____


County Manager


Finance Officer

I, E. LEO GREEN, III, HEREBY CERTIFY THAT THIS BID TABULATION IS A TRUE AND CORRECT REPRESENTATION OF THE BIDS RECEIVED FOR THIS PROJECT ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF.

E. Leo Green
E. LEO GREEN, III



11-6-19

NC Firm License: P-0115



Green Engineering, PLLC 303 Goldsboro Street East • PO Box 606 • Wilson, NC 27804
Water, Wastewater, Surveying TEL 252.237.5365 • FAX 252.243.7489
Planning, Project Management WWW.GREENENGINEERING.COM

November 13, 2017

Northampton County
P.O. Box 808
Jackson, NC 27845

Attention: Nathan B. Pearce
Northampton County Assistant Manager

Subject: Squire Road Water Line Relocation
Bid Opening Results
PN 17-028

Dear Mr. Pearce:

Green Engineering opened bids for the construction of the subject project on Monday, November 6, 2017 at 2:00 PM at our office in Wilson. There were two (2) bids publically opened and read out loud and they were as follows:

Step Construction	\$105,700.00
Herring-Rivenbark, Inc.	\$128,350.00

Following the Bid Opening we prepared a Bid Tabulation which was certified under my seal and copies sent to the contractors and your office. Based on conversations you and I have had it appears that both contractors have provided utility construction/installation services in the past; however, it appears that the County's past experience with Step Construction has been less successful than their experience with Herring-Rivenbark, Inc.

While Green Engineering, PLLC has had successful experience with both contractors we do not have a history of working with either contractor in Northampton County. The following language is provided in the Instructions to Bidders and should be referenced during the selection process if the County decides not to go with the low bidder: *"ARTICLE 19 - AWARD OF CONTRACT: 19.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. OWNER also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder"*.

I trust this information will be sufficient for Northampton in the consideration of the award of the Squire Road Water Line Relocation project. Please let me know if you need any additional information at this time.

Respectfully,

A handwritten signature in cursive script that reads "E. Leo Green III".
E. Leo Green, III

Management Matters:

County Manager Turner updated the Board on a joint meeting with the Board of Education. The Board made a consensus to table the discussion on a date until 1st meeting in January when everyone is present to make a decision.

County Manager Turner provided the Board with an update on the Courthouse project.

Citizens/Board Comments:

Chairman Carter called for Citizens Comments.

Mrs. Betty Bennett, citizen, made comments in reference to pipeline.

Mrs. Dot Vick, citizen, continue her comments in reference to an article in the newspaper about the County Audit.

Mr. Floyd Joyner, citizen, also made comments in reference to the pipeline.

Chairman Carter called for Board Comments.

Commissioner Tyner thanked everyone for attending. He also asked everyone to be patient and wait. He also stated that a better day is coming and that he will never do anything to hurt everyone. He also thanked Attorney Scott McKellar and Mrs. Jackson for their assistance with getting easements signed with citizens on Squire Road.

Commissioner Greene reported to the Board the passing of previous Commissioner, Mr. Shearin.

Commissioner Faulkner thanked everyone for attending. She made comments in reference to the parades within Northampton County for the holidays.

A motion was made by Charles Tyner and seconded by Fannie Greene to recess regular session.

Question Called: All present voting yes. Motion carried.

A motion was made by Geneva Faulkner and seconded by Charles Tyner to resume closed session for the purpose of G.S. 143-318.11 (a)(3) .

Question Called: All present voting yes. Motion carried.

A motion was made by Geneva Faulkner and seconded by Charles Tyner to adjourn closed session. **Question Called: All present voting yes. Motion carried.**

A motion was made by Geneva Faulkner and seconded by Fannie Greene to reconvene regular session. **Question Called: All present voting yes. Motion carried.**

A motion was made by Charles Tyner and seconded by Fannie Greene to adjourn. **Question Called: All present voting yes. Motion carried.**

Komita Hendricks, Clerk to the Board
“r.m. 11-20-17”