



# 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, October 01, 2018

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

### AGENDA

- 9:00 AM**      **CONVENE, PRAYER, PLEDGE OF ALLEGIANCE**
- ITEM 1**      Opening Remarks - Chairman's Update
- ITEM 2**      Presentation of County Service Pins
- ITEM 3**      Employee of the Month
- ITEM 4**      Recognition of Retirees
- ITEM 5**      Public Comments
- ITEM 6**      Report From GEM Day Services
- ITEM 7**      OB Chamber Zoning Amendments - Year-Round Housing
- ITEM 8**      Request from Kill Devil Hills
- ITEM 9**      Public Hearing – 10:00 a.m.  
                  Transportation Dept - FY2020 NCDOT 5311 & 5310 Program Grant Application
- ITEM 10**     Consent Agenda
- 1. Approval of Minutes (09.17.18)
  - 2. Report on Water CIP - Capital Project Ordinance & Budget Amendment for FY2019
  - 3. 3 Year Contract for Metro Ethernet Services & Contract to Install Fiber Optic Cable
  - 4. 3 Year Contract for Outbound Internet Services
- ITEM 11**     Board Appointments
- 1. Health and Human Services Board
  - 2. Parks and Recreation Advisory Council
  - 3. Wanchese Community Center Board
  - 4. Upcoming Board Appointments
- ITEM 12**     Commissioners' Business & Manager's/Attorney's Business

ADJOURN UNTIL 5:00 P.M. ON OCTOBER 15, 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



*Presentation of County Service Pins - October 2018*

**Description**

The following employees are scheduled to receive service pins this month:

1. James Wilson, Deputy Sheriff Captain, 10 Year Pin
2. Wendy Hall, Public Health Nurse Supervisor, 10 Year Pin
3. Lakayla Hill-Melton, Detention Shift Leader, 15 Year Pin
4. Sue Hewitt, In-Home Service Aid Supervisor, 25 Year Pin

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager

October, 2018

## **Presentation of County Service Pins**

1. James Wilson, Deputy Sheriff Captain, 10 Year Pin  
- Presented by Sheriff Doug Doughtie
2. Wendy Hall, Public Health Nurse Supervisor, 10 Year Pin  
-Presented by Debbie Dutton
3. Lakayla Hill-Melton, Detention Shift Leader, 15 Year Pin  
-Presented by Allen Moran
4. Sue Hewitt, In-Home Service Aid Supervisor, 25 Year Pin  
-Presented by Katie McCarron





*Employee of the Month*

**Description**

The Employee of the Month certificate will be presented.

**Board Action Requested**

None

**Item Presenter**

To Be Determined



*Recognition of Retirees*

**Description**

The Dare County Board of Commissioners will recognize and honor retiring employees.

This month the Board will have the honor of recognizing - - -

Jay Burrus, the recently retired Director of Dare County Department of Health and Human Services

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager



*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



*Report From GEM Day Services*

**Description**

An update report will be given by GEM Day Services on efforts to raise awareness in our community about Alzheimer's Disease and the need for research, educational programs, and caregiver services.

**Board Action Requested**

None - Informational Presentation

**Item Presenter**

Gail Sonnesso, GEM Day Services, Inc.

# Harmony Café & The LOST COLONY Choir







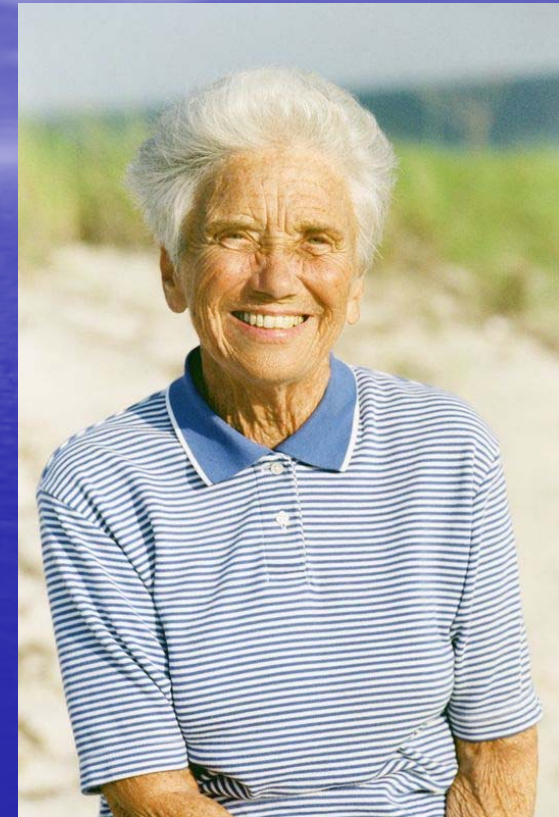
## **OUR MISSION**

**GEM ADULT DAY SERVICES, INC., is a locally based non-profit program working throughout Dare and Currituck Counties to alter the impact of dementia. The organizations goal is to change awareness, attitudes and behaviors with a primary emphasis on promoting best practices for training, education and care.**



**Our most vulnerable Dare County citizens are living with Alzheimer's and related dementias and they cannot speak for themselves.**

People living with dementia are the most vulnerable of individuals in the standard definitions of elder abuse: financial exploitation, physical abuse, and self neglect. Part of this is due to massive misunderstanding of what Dementia is by both professionals and family caregivers alike.



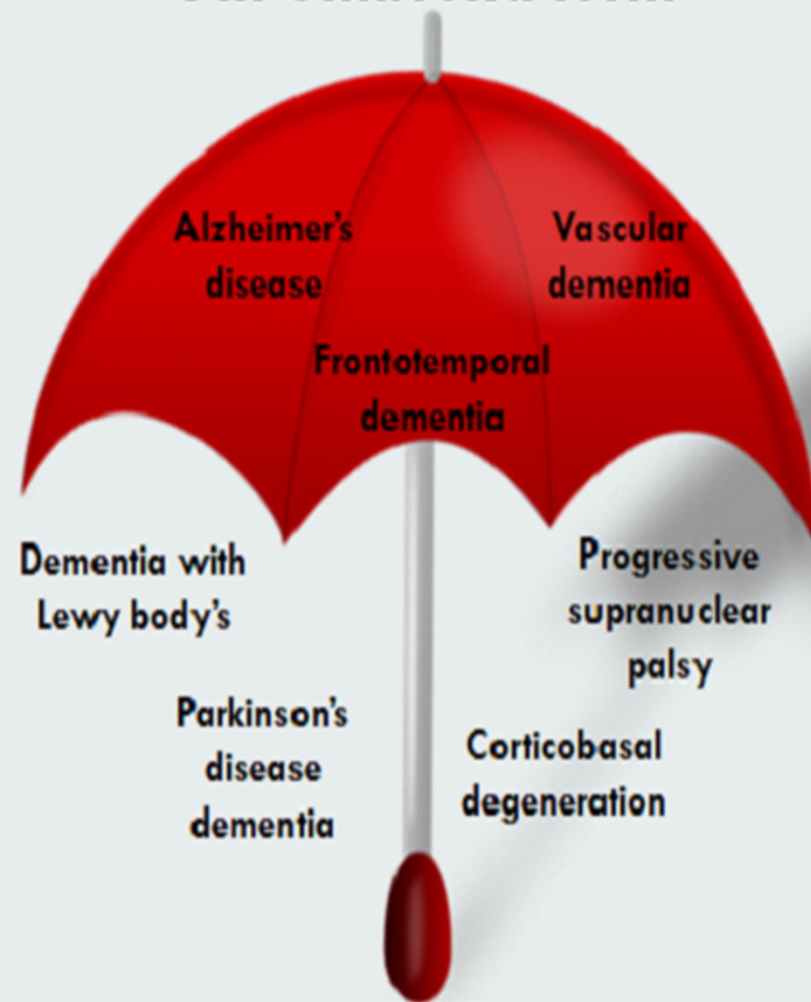
Sunday, April 29, 2018

3



# What is the *difference* between Alzheimers & Dementia?

## DEMENTIA: An umbrella term



Sunday, April 29, 2018





However, issues other than Alzheimer's can cause dementia.

Alzheimer's disease is the most common cause of neurocognitive disorder.

Creutzfeldt-Jakob disease ~ Wernicke-Korsakoff Syndrome

Dementia with Lewy bodies ~ Parkinsonian Dementia

Multi-Infarct dementia (Vascular dementia)

Frontotemporal dementia ~ Traumatic brain injury

Huntington's disease ~ Mixed dementia

Normal pressure hydrocephalus

Wednesday, May 2,  
2018





**The burden of providing care falls to the immediate family, community friends and far away loved ones.**

**Senior spouses are often ill equipped for the task.**

**Family members may not be able to cope.**







# Seven Stages



**Stage 1 — Normal adult** No functional decline

**Stage 2 — Normal older adult** Personal awareness of some functional decline.

**Stage 3 — Early Alzheimer's disease** Noticeable deficits in demanding job situations.

**Stage 4 — Mild Alzheimer's** Requires assistance in complicated tasks such as handling finances, planning parties, etc.

**Stage 5 — Moderate Alzheimer's** Requires assistance in choosing proper attire.

**Stage 6 — Moderately severe Alzheimer's** Requires assistance dressing, bathing, and toileting. Experiences incontinence.

**Stage 7 — Severe Alzheimer's**

Speech ability declines to about a half-dozen intelligible words. Progressive loss of abilities to walk, sit up, smile, and hold head up. (Reisberg, et al., 1988)



GEM provides person centered training for healthcare professionals who are in the caring for people living with dementia. Understanding the person living with dementia and their special needs truly makes a difference in the lives of our loved ones and gives the care partners new knowledge and confidence to excel in their profession.







To help fund the cost of this Dementia focused education for healthcare providers, GEM hosts two annual Fundraisers

- CARPE DM November 4<sup>th</sup>
- Valentines Dance in FEB

We have wonderful sponsors and their financial contributions are greatly appreciated.



Naomi's "Best Day" was singing Amazing Grace, accompanied by Angelo Sonnesso to a supportive crowd at Memories in Autumn!

Monday, April 30, 2018



GEM depends on the generous and gracious contributions of time, talent and energy of all our volunteers, community organizations, local citizens and business owners.



Harmony Café with Bonnie Bennett and the Friends of Youth

Monday, April 30, 2018

10





Caregivers are most often family members and GEM provides the same opportunity for education and support to care for their loved one.

Family members who receive education and information are empowered to provide **BEST DAYS** for their loved ones.



Larry's BEST DAY was raking leaves with Pierce.



Approximately 75% percent of people living with dementia are cared for at home. Family caregiver's need and deserve direct and practical support.







# 2017 NC State 65 + STATISTICS

## NUMBER OF PEOPLE AGED 65 AND OLDER WITH ALZHEIMER'S BY AGE\*

Age	65-74	75-84	85+	TOTAL
Numbers	27,000	72,000	65,000	160,000

**2016 Dare County –individuals over 65 years = 7227**

Fastest growing by largest percentage is:

First

85 and older

Second

75-84

Third

65-74

# Incidence of Alzheimer's by age

**2016 Dare County –individuals over 65 years  
= 7,227**

## **Incidence of Alzheimer's by age**

<b>Age 85- older</b>	<b>50%</b>
<b>Age 75-84</b>	<b>20%</b>
<b>Age 65-74</b>	<b>10%</b>

# Currently

## 2016 HCOB Community Health Assessment

Older adult population issues is of concern as the elderly population is predicted to continue to grow, with a noteworthy **220%** anticipated growth of individuals aged 85 and older



## Long-Term Care Facilities The number of beds in NC-licensed long-term care facilities in Dare County are:

- **Adult Care Homes/Nursing Homes (1 facility): 102 beds**
- **Family Care Homes: NO facilities**
- **Nursing Homes/Homes for the Aged (1 facility): 126 beds. This facility also had 18 adult care home beds.**

**These facilities located in Kill Devil Hills and Nags Head with a total of**

- **228 long-term care beds**



# Services Currently Available for Dare Counties citizens

<b>Congregate meals</b> M-F  Manteo Yes (Dare County Center) Beach No	<b>Memory Cafés</b> (Harmony Café) <b>3 hours</b> 28 per year  1. Kitty Hawk 2. Manteo 3. Mann's Harbour	<b>Group Respite</b> <b>1 day</b> <b>5 hours a day</b>  <b>Starting October 12</b>	<b>Adult Day Social Model</b> <b>5 -6 days</b> <b>8 hours a day</b>  <b>None</b>	<b>Adult Day Health Model</b> <b>5 -6 days</b> <b>8 hours a day</b>  <b>None</b>	<b>In-home care</b>  Can be 24/7  DSS DHD OBHC VA GW
---	---	--	--	--	--

**Home care Costs range \$15 to over \$25 per hour**

# Appropriate support by Stage

No dementia <b>Stage 1</b> 2 3 4	No dementia <b>Stage 1</b> 2 3 4 5	No dementia <b>Stage 1</b> 2 3 4 5	No dementia <b>Stage 1</b> 2 3 4 5	No dementia <b>Stage 1</b> 2 3 4 5 6	No dementia <b>Stage 1</b> 2 3 4 5 6 7
<b>Congregate meals</b> M-F	<b>Memory Cafés</b> (Harmony Café) 3 hours 28 per year	<b>Group Respite</b> 4 days 6 hours a day	<b>Adult Day Social Model</b> 5 - 6 days 8 hours a day	<b>Adult Day Health Model</b> 5 - 6 days 8 hours a day	<b>Hospice</b> In-home care Can be 24/7

Friday, May 18, 2018



18





# Approximate Long Term Care costs

**Assisted Living- \$3,500 per month**

**Memory care unit \$4,500 per month**

**Skilled Nursing facility - \$6,000 per month**



# Costs for Group programs

That include:

Meals

Pets

Arts

Exercise

Snacks

Transportation



*And GREAT CARE!*

Can be as low as  
**\$15 an hour!**



Monday, April 30, 2018

20



# How Can You Help?



- Learn more about person-centered Dementia Care
- Volunteer with GEM
- Provide or co-host a Harmony Café
- Volunteer to teach an art class
- Financial support is always welcome
- Offer your friend “a Ride” to a GEM

Wednesday, May 2,  
2018

21



# QUESTIONS?



**G**entle **E**xpert **M**emorycare

Wednesday, May 2,  
2018

22





**THANK YOU FOR YOUR TIME  
AND ATTENTION!**

**THE GEM Family!**



Wednesday, May 2,  
2018

23



**GEM Adult Day Services, Inc.**  
**12 Juniper Trail, Suite 205**  
**Southern Shores, NC 27949**  
**Phone: 252-480-3354**  
**Email:**  
**[gaiesonnesso@gmail.com](mailto:gaiesonnesso@gmail.com)**

**[facebook.com/TheGemCenter](https://www.facebook.com/TheGemCenter)**

**[www.gemdayservices.org](http://www.gemdayservices.org)**



*"Celebrating Life Every Day."*





*Outer Banks Chamber -Year-round Housing Zoning Amendments*

**Description**

In June, the Board instructed the Planning Board and Planning Director to review a set of zoning amendments submitted by the Outer Banks Chamber of Commerce. The amendments involved a series of revisions to duplex lot size, multifamily dwelling density, and accessory dwelling units. A detailed report and associated recommended zoning amendments are attached with this cover sheet.

**Board Action Requested**

Review draft amendments and schedule public hearing on October 15, 2018.

**Item Presenter**

Donna Creef, Planning Director

## STAFF REPORT – OCTOBER 1, 2018 MEETING

FROM: Donna Creef

RE: Outer Banks Chamber Zoning Amendment Request  
Year-round Housing

In June the Outer Banks Chamber of Commerce presented a letter to the Board of Commissioners seeking approval of a series of zoning amendments for unincorporated Dare County. The amendments involve minimum lot sizes for duplex structures, multifamily dwelling densities, and accessory dwelling units. The goal is to facilitate the development of residential structures for year-round housing thereby creating more housing opportunities in a variety of structures. The revisions are not designed to encourage construction of units for short term vacation rentals but to address long term occupancy (greater than 30 days) with no associated income qualifiers such as those found in the Family Housing Incentives Standards.

Since that time, the Planning Board and Planning staff have worked on the amendments and developed a set of recommendations for the Board to consider. The Planning Board held a public hearing on the amendments in July. Input at that hearing was positive and urged the Planning Board to endorse the amendments. Another idea for cluster home development was presented at the July public hearing and this concept has been added to the set of amendments recommended by the Planning Board. The OBC's requests are detailed below with the specific draft amendments recommended by the Planning Board included as attachments to my staff report.

### **Duplex lot sizes:**

OBC Request: Adjust the minimum lot sizes for duplex construction to be consistent with that for single family dwellings i.e. 15,000 square feet for lots served by central water and 20,000 square feet for those served by a private well.

PB Recommendation: The Planning Board recommended that all duplex lot sizes to be adjusted as requested by the OBC. These amendments seem appropriate since the impacts of a six bedroom single family dwelling are no different than a duplex with three bedrooms in each unit. A total of 25 districts would be affected by these amendments: R-2, R-2A, R-2B, R-2H, R2-AH, RS-6, RS-8, R-3, C-2, C-2H, C-3, I-1, S-1, RB, NC, HML, WVC, MC-2, MC-1, Hwy 345, MH-A, MH-B, ELR, ELVC, ELCS.

### **Multifamily Dwelling Densities:**

OBC Request: Adjust the multifamily dwelling densities to reflect the same densities found in the Family Housing Incentives Standards.

PB Recommendation: The Planning Board recommended adjustment of the multifamily densities with some slight variations from the OBC request as noted below in the individual district listing. I have listed the current density allowed in each district and the recommended increase.

RS-6 District:

Current 4 units per acre – Recommended increase to 6 dwelling units per acre

RS-8 District:

Current 6 unit per acre – Recommended increase to 8 dwelling units per acre

R-2 District:

Current 4 townhomes per acre – Recommended increase to 6 dwelling units per acre.

R-2H District:

Current 4 townhomes per acre – Recommended increase to 6 dwelling units per acre.

R-3 District:

Current 6/ 8 units per acre – Recommended increase to 10 units per acre

C-2 District:

Current 6/8 units per acre – Recommended increase to 10 units per acre

C-2-H District:

Current 4 units per acre -- Recommended increase 6 dwelling units per acre.

C-3 and I-1 Districts: Current 6/8 units per acre – Recommend increase to 10 units per acre.

S-1 District: Current: floor area ratio of 0.4 of gross area of parcel.

Recommended: No change the FAR of 0.4 results in more density than the requested 8 to 10 units per acre.

The proposed densities for the R-2, RS-6, RS-8 R-3, C-2, C-3, and I-1 districts are the original dwelling densities that were adopted in 1975. These densities were decreased in 2003 when wholesale changes were made to all multifamily dwelling densities. The R-2 and R-2H are specific in permitting townhomes (townhouses) and not multifamily structures as listed in the other districts. A townhouse is defined in the Dare County zoning ordinance as “a single-family dwelling on its own individual lot but connected on two sides, by means of a common wall for at least ten feet of its own length to two other single-family dwellings or an end dwelling of a row of such dwellings. No more than six such dwelling units may be attached in a single group”. A multifamily dwelling is defined as “ a building or portion thereof used or designed as a residence for three or more families living independently of each other and doing their own cooking therein, including apartment houses”. Part of the Planning Board’s recommendation is to substitute the word “multifamily” for townhouse in the R-2 and R-2H districts.

**Accessory Dwelling Units –**

OBC Request: Expand the number of zoning districts that permit accessory dwelling units to those zoning districts that currently allow duplex structures and to remove the 900 square feet limitation of ADUs in the East Lake and Wanchese districts that already allow ADU construction to allow ADUS to be subordinate in size to the principal use structure. The zoning districts in Wanchese, Manns

Harbor and East Lake already allow for accessory dwelling units. Manns Harbor district allow ADUs as subordinate in size.

PB Recommendation: The Planning Board recommendation was to not adjust the size limitations of ADUS in Wanchese, Manns Harbor and East Lake since those communities had agreed on that limit during development of zoning maps. For the other areas, the Planning Board recommendation was to limit ADUs to 50% of the floor area of the principal use structure not to exceed 1200 square feet. A limitation on the size of ADUs is a common feature in regulating these type of structures. Such limitations are usually expressed as a certain square footage limit or a percentage of the square footage of the primary residence. The construction of ADU is recommended for those districts that currently allow duplex structures as listed under the duplex paragraph above.

Lot coverage increase for ADUs was a large part of the Planning Board's discussion. The Wanchese, Manns Harbor and East Lake districts allow 50% lot coverage for ADUs. However, the Planning Board's recommendation for the other districts restricts lot coverage for ADUs to accommodate 1200 square feet not to exceed 38% which is the equivalent of 1200 square feet added to 30% lot coverage for a 15,000 square foot lot. Recent stormwater and drainage issues were noted by the Planning Board in making this lot coverage recommendation.

One repeated concern associated ADUs is how to ensure they are used for long-term occupancy and not short-term vacation rentals. In my research I have found that some other local governments define short-term rentals as rentals for less than 30 days (or some other length of time). I have drafted definitions of long-term and short-term occupancy as part of this initiative. Enforcement will be challenging. One idea is to have property owners to sign an acknowledgement form at the time of permit issuance and record this document in the Register of Deeds to assist with enforcement especially if the property is sold. Linking ADUs to owner-occupancy of the principal use structure has been ruled unenforceable by the NC court systems

There was a request from Duke Geraghty during the Planning Board's review to extend the use of ADUs to the more restrictive residential districts such as R-1 and R-4, RS-1, which only allow single family homes. The Planning Board's recommendation is to not extend ADUs to these residential districts. Most of these zoning districts are platted subdivisions that also have restrictive covenants limiting property to one dwelling per lot. Even for those areas that may be zoned single family but have no associated restrictive covenants, there is an expectation of a single family low density environment that should be acknowledged. However, if it is the consensus of the Board to expand the use of ADUs to all single family zoning districts then I can pursue these amendments separately and bring that matter to the Board at a future date.

**Cluster Family Homes** – During the July public hearing, Malcolm Fearing asked for the consideration of cluster family developments, the construction of more than one small dwelling on a property similar to the group housing developments that are authorized in some districts but with different restrictions to accommodate year-round occupancy. I have drafted such standards, which were recommended for favorable action by the Planning Board. The standards restrict the size of structures to 1200 square feet and have reduced setbacks than the current group housing regulations. These types of developments would be permitted in those zoning districts that are currently listed in Section 22-31 and subject to review and approval as conditional uses.



**Definitions** – Several definitions are proposed as part of this package of amendments and are included with the attachments to the staff report.

**SUMMARY** -- As is the case with any zoning amendments, a public hearing is required before any positive action can be taken by the Board of Commissioners. The first available date for such a hearing is October 15, 2018. I think the set of amendments recommended by the Planning Board are a positive step in addressing the housing needs of unincorporated Dare County. I recommend we send the set of amendments to hearing on October 15 and see what kind of feedback and support they garner. Revisions can be made based on public input after the close of the hearing.

During the original submission of the OB Chamber request there was a question from Commissioner Ross about the potential impact of these amendments. I have attempted to respond to this request by a review of the unincorporated areas of Dare County as detailed in the matrix included with this staff report. I reviewed the tax parcels and applied filters for vacant, lots already developed with a single family lot, wetland areas. While these numbers may not be exact they give some idea of the existing uses in unincorporated Dare County that offer potential development for year-round housing construction.

## **Duplex Lot Sizes:**

OBH Chamber Request:

Adjust minimum lot sizes for duplex construction to be consistent with that for single family dwellings

### RS-6, RS-8, R-3, C-2, C-3, I-1 Districts

Current: 25,000 square feet; except that if served by an approved public or community sewage disposal system, lot size may be reduced to 12,500 square feet.

### R-2, R-2H, and C-2H Districts:

Current: 25000 square feet; except, that if served by an approved public or community sewage disposal system, lot size may be reduced to 15000 square feet.

### R-2A and R2-AH Districts:

Current: 25,000 square feet; except that if served by an approved central water supply lot size may be reduced to 20,000 square feet.

### R2-B, MH-A, and MH-B Districts:

Current: 25,000 contiguous square feet of soil not classified as a coastal wetland, except that if served by an approved central water supply lot size may be reduced to 20,000 contiguous square feet of soil not classified as a coastal wetland

### S-1 District

Current: 30,000 square feet of soils classified as "suitable" for ground absorption wastewater systems for structures to be served by a private well and an individual on-site wastewater system. If a central water supply is available, the minimum lot size may be reduced to 25,000 square feet. If central water and off-site wastewater treatment is available, the minimum lot size may be reduced to 20,000 square feet.

### RB, NC, HML, WVC, MC-2, MC-1 Districts

Current: 25,000 square feet of soils not classified as coastal wetlands. If served by a central water supply this lot size may be reduced to 20,000 square feet of soils not classified as wetlands soils.

### Hwy 345 District

Current: 25,000 square feet of soils not classified as coastal wetlands.

ELR, ELVC ELCS Districts

Current: 25,000 contiguous square feet of soils not classified as a coastal wetland.

Proposed Language for All Districts

Duplex lots if served by a private well regardless of wastewater disposal method:  
20,000 square feet

Duplex lots if served by central water regardless of wastewater disposal method: 15,000  
square feet

## Multifamily Amendments:

OBH Chamber Request: Adjust multifamily dwelling densities to the same densities as found in the FHIS regulations.

	<b>Current Density Standard</b>	<b>Density Bonus</b>
RS-6	4 units per acre	6 units per acre
RS-8	6 units per acre	8 units per acre
R-2	4 townhomes per acre	6 townhomes per acre
R-2H	4 townhomes per acre	10 units per acre (see note)
R-3, C-2, C-3, I-1	8 units per acre north of Oregon Inlet, 6 units per acre south of Oregon Inlet	10 units per acre
C-2H	4 townhomes per acre	10 units per acre
S-1	3-5 units per acre depending on amount of wetland soil	8-10 units per acre depending on amount of wetland soil**

### RS-6 District:

Current: Multifamily dwelling: Must be served by an approved public or community sewage disposal system. Four (4) dwelling units per acre

Proposed: Multifamily Dwellings: Six (6) dwelling units per acre

### RS-8 District:

Current: Multifamily dwelling: Must be served by an approved public or community sewage disposal system. Six (6) dwelling units per acre

Proposed: Multifamily dwelling: Eight (8) dwelling units per acre

### R-2 District:

Current: Townhouse developments under the provisions of Section 22-31 with a density of four dwelling units per acre.

Proposed: Multifamily dwelling: Six (6) dwelling units per acre.

### R-2H District:

Current: Townhouse developments under the provisions of Section 22-31 with a density of four dwelling units per acre.

Proposed: Multifamily dwelling: Six (6) dwelling units per acre.

### R-3 District:



Current: Multifamily dwelling: Must be served by an approved public or community sewage disposal system. Six dwelling units per acre south of Oregon Inlet and eight dwelling units per acre north of Oregon Inlet.

Proposed: Ten (10) units per acre

C-2 District:

Current: Single-family dwellings, multi-family dwellings and duplexes according to the R-3 medium density residential district – six units per acre south of Oregon Inlet and eight units per acre north of Oregon Inlet.

Proposed: Ten (10) units per acre

C-2-H District:

Current: Single-family dwellings, multi-family dwellings and duplexes according to the R-2H medium density residential district

Proposed: Multifamily dwelling: Six (6) dwelling units per acre.

C-3 District:

All permitted uses allowed within the C-2 general commercial district. The maximum dwelling density for multifamily structures shall not exceed six units per acre south of Oregon Inlet and shall not exceed eight units per acre north of Oregon Inlet.

Proposed: All permitted uses allowed within the C-2 general commercial district. The maximum dwelling density for multifamily structures shall no exceed ten units per acre.

I-1 District:

Current: All permitted uses allowed within the C-3 general commercial district. The maximum dwelling density for multifamily structures shall not exceed six units per acre south of Oregon Inlet and shall not exceed eight units per acre north of Oregon Inlet.

Proposed: All permitted uses allowed within the C-3 general commercial district. The maximum dwelling density for multifamily structures shall no exceed ten units per acre.

S-1 District

The S-1 district was amended in 2014 to replace the dwelling density per acre standards to a floor area ratio which equates to a greater density than the 8-10 units per acre. No change is recommended for the S-1 multifamily standards.

## **SECTION 22-58.6 ACCESSORY DWELLING UNITS**

An accessory dwelling unit (ADU) may be located on a residential lot in the following zoning districts:

Hatteras Island: S-1, R-2, R-2A, R-2H, R2-AHC-2, C2-H, C-3, I-1.

Colington/KDH Outside: R-2, R2-B, VC-2, C-3

Manteo Outside: RS-6, RS-8, R-2, R-3, C-3, I-1, SNC

Wanchese: WR-1, VR, BT, RB, MLM, WVC, MC-1, MC-2, and Highway 345

Manns Harbor: MH-A, MH-B

East Lake: ELR, ELVC, ELCS

The following standards shall apply to ADUs except for those districts in Wanchese and East Lake which have ADU standards included as part of the district regulations.

1. Only one ADU may be permitted per lot in conjunction with a principal dwelling unit. The residential lot may contain other accessory structures as authorized by the applicable zoning district. The construction of an ADU on a lot does not constitute a group housing development as established in Section 22-31 of the Dare County Zoning Ordinance.
2. An ADU may be attached to a primary dwelling unit or may be detached separate structure. An ADU shall not exceed 50% of the floor area of the primary use structure or a maximum of 1200 square feet of heated and non-heated space unless the applicable zoning district for the lot establishes a different ADU maximum size limitation. The size limitation shall not apply if existing floor area within a primary dwelling unit is internally remodeled or existing interior space is converted for use as an ADU.
3. Lot coverage – Lot coverage may be increased for the footprint area of an ADU but in no instance shall lot coverage exceed 38% to accommodate the construction of an ADU. No increase in lot coverage is authorized for those ADUs that are located within the interior of an existing structure. This increase in lot coverage is for the ADU structure and shall not be used for other structures or impervious coverages. If existing lot coverage of the property exceeds 38%, then reductions in lot coverage shall be made in order to accommodate the ADU.
4. Two 10' x20' parking spaces shall be provided on the residential lot outside of any dedicated right-of-way or access easement. Parking shall be of permeable surfaces as allowed for single family dwellings in Section 22-56 of the Dare County Zoning Ordinance. The location of the ADU parking shall be approved by the Dare County

Planning Department during the permit review process. Existing parking may be used if excess parking for the primary dwelling unit is available.

5. Any ADU shall be constructed according to NC State building codes and Dare County floodplain management regulations.
6. Recreational vehicles, travel trailers and/or manufactured homes shall not be used or approved as an ADU.
7. An ADU shall be located on a residential lot according to the applicable principal dwelling use setbacks. An existing accessory structure may be converted to an ADU if compliance with the principal dwelling setbacks, ADU size limitation, and applicable Dare County floodplain management regulations can be met. Any ADU shall be constructed to be compliant with the building height of the applicable zoning district.
8. Any ADU approved under these guidelines shall be used for long-term occupancy as defined in Section 22-2 of the Zoning Ordinance. Any ADU approved under these guidelines shall not be used for commercial or business activity. However, this limitation shall not prevent the ADU from being authorized as a home occupation according to the definition in Section 22-2.
9. An ADU shall not be subdivided or segregated in ownership from the principal dwelling unit.

## Section 22-31.1 Cluster Lot Revisions

Cluster home developments consist of more than one residential dwelling on one parcel of land whereby the dwellings are occupied on a long-term basis. These standards are designed to facilitate the development of cluster home projects in unincorporated Dare County subject to the following provisions:

1. Cluster homes developments shall be subject to review and approval as conditional uses in the following zoning districts: R-2, R-2A, R-2B, R-2H, R2-AH, R-3, RS-6, RS-8, SP-2, SP-C, VC-2, C-2, C-2-H, C-3, 1-1, S-1, CS, BT, RB, MLM, WVC, MC-1, MC-2, and Highway 345.
2. Minimum lot size: 20,000 square feet Setbacks: Dwellings constructed as part of a cluster home development shall be subject to the setbacks of the applicable zoning district.
3. Separation of dwellings: 15 feet
4. Lot coverage: 30% of the total lot area
5. Building height: same as the applicable zoning district
6. Maximum size of dwelling: Any dwelling constructed as part of the cluster home development shall not exceed 1200 square feet of heated/conditioned space.
7. Parking: Parking for cluster homes shall be provided at a rate of one parking space per bedroom of each cluster home. Such parking may be provided at individual dwelling sites or in a congregate area for the entire development. Fifty percent (50%) of the required parking shall be of an impervious surface of concrete or asphalt (not to include asphalt millings or other similar products)
8. Roads – cluster home developments that cannot be properly served by emergency or service vehicles from an existing abutting road or street, shall be made accessible to such vehicles from a 30' right-of-way with 20 feet of paved improvements.
9. Ownership of cluster homes – cluster home sites may be transferred to individual owners with the remainder of the lot dedicated as common area owned by a homeowners association or similar entity. Cluster homes shall not be occupied or rented on a transient, short-term basis (30 days or less) as defined in Section 22-2 of the Zoning Ordinance.
10. A copy of the approved conditional use permit for a cluster home development shall be recorded with the approved site plan of the development.
11. Other reasonable and appropriate conditions to reflect individual specific site conditions may be applied to cluster home development as part of the conditional use review and approval process.



## Section 22-2 Definitions (proposed additions)

*Accessory dwelling unit:* a secondary dwelling unit established on one parcel in conjunction with a principal dwelling unit. Accessory dwelling units shall be subordinate in floor area, bulk, and height to principal dwelling unit. An accessory dwelling unit may be included as part of the principal dwelling unit, attached to the principal dwelling unit by an enclosed walkway, or entirely detached from the principal dwelling unit.

*Cluster home development* – A residential group development project consisting of more than one residential dwelling on one parcel of land whereby the dwellings are occupied on a long-term basis. Such developments are subject to review and approval according to the provisions of Section 22-31.1 of the Zoning Ordinance.

*Duplex:* a residential dwelling consisting of two units located on one parcel with independent living facilities for one or more persons in each unit including permanent provisions for sleeping, living, eating, cooking, and sanitation. The two units shall be connected or share a common floor to ceiling wall or connected vertically and share a common floor/ceiling. Use of an unenclosed or enclosed walkway to connect two units does not constitute a duplex but would be considered an accessory dwelling unit as defined in this section.

*Long-term occupancy:* a residential dwelling that is occupied and used for -residency and housekeeping purposes for a period of 31 days or more.

*Principal dwelling unit* – the primary dwelling unit located on a lot or parcel providing independent living facilities for one or more persons including permanent provisions for sleeping, living, eating, cooking, and sanitation.

*Short-term vacation occupancy:* a residential dwelling that is used and/or advertised through online media or any other means of advertising for occupancy for a period of 30 days or less.

	Vacant lots eligible for duplexes		Lots with existing residential – potential ADU	
	Acreage	15,000 sq ft or more	Acreage	15,000 sq ft or more
Avon	67 acres	52 parcels	0 acres	108 parcels
Buxton	194 acres	60 parcels	0 acres	113 parcels
Frisco	321 acres	26 parcels	15 acres	59 parcels
Hatteras	58 acres	45 parcels	39 acres	161 parcels
RWS	64 acres	62 parcels	217 acres	118 parcels
Colington/KDH Out	14 acres	10 parcels	21 acres	32 parcels
Manns Harbor	33 acres	26 parcels	84 acres	92 parcels
East Lake	539 acres	17 parcels	87 acres	11 parcels
Manteo Out	9 acres	20 parcels	0 acres	34 parcels
Wanchese	747 acres	71 parcels	325 acres	177 parcels
<b>TOTALS</b>	<b>2046 acres</b>	<b>389 parcels</b>	<b>788 acres</b>	<b>905 parcels</b>

### General filters applied to all tax districts

Duplex lots – vacant privately owned land, no subdivision, marsh acreage, no access

Existing residential – single family homes as land use, no subdivision, marsh acreage, no access

### Specific filters applied

Avon – R-2A only, filtered streets in R-2a zoned areas

Buxton – SED-1 zoned areas excluded

Frisco – SED-1 zoned areas excluded

East Lake and Manns Harbor – 20,000 minimum lot size used

Manteo Out – R-2 streets used

Wanchese – Streets in districts that do not allow duplexes excluded

## ZONING AMENDMENT CONSISTENCY DETERMINATION

On September 24, 2018, the Dare County Planning Board considered a series of zoning text amendments submitted by the Outer Banks Chamber of Commerce. These zoning amendments seek to make changes to the zoning regulations to address the housing needs of the residents of Dare County.

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 #4

*To address the housing needs of the year-round population, multi-family dwellings and other types of residential structures, such as accessory use dwellings, are considered appropriate alternatives when located in areas zoned for multi-family structures and constructed on lots or parcels greater than the minimum lot size for single family lots established in the individual zoning districts of the Dare County Zoning Ordinance. This diversification of housing opportunities is important to address the needs of Dare County's workforce.*

Based upon a review of the policy, the Dare County Planning Board finds the zoning amendments to be consistent with the 2009 Dare County Land Use Plan since the amendments will facilitate a variety of residential structures in many of the Dare County zoning districts and will incorporate consistency in the minimum lot size standards for one and two family residential structures. The Dare County Planning Board hereby recommends these zoning text amendments be adopted.





*Request from Kill Devil Hills*

**Description**

Mayor Sheila Davies, on behalf of the Kill Devil Hills Board of Commissioners, has requested that a working group of all Dare County local governments be established to comprehensively address stormwater concerns and complications throughout our entire area.

Attached is a letter from Mayor Davies outlining the Town's request.

**Board Action Requested**

Discuss and take appropriate action

**Item Presenter**

Chairman Robert Woodard



TOWN OF KILL DEVIL HILL  
Post Office Box 1719, 102 Town Hall Drive  
Kill Devil Hills, North Carolina 27948  
252-449-5300  
www.kdhnc.com

September 10, 2018

Mayor  
SHEILA F. DAVIES, Ph.D.

Mayor Pro Tem  
MIKE HOGAN

Commissioners  
TERRY L. GRAY  
BRANDI H. RHEUBOTTOM  
JOHN L. WINDLEY

Town Manager  
DEBORA P. DIAZ

Assistant Town Manager  
SHAWN R. MURPHY

Town Clerk  
MARY E. QUIDLEY

Town Attorney  
CASEY C. VARNELL

Robert L. Woodard  
Chairman  
Dare County Board of Commissioners  
P.O. Drawer 1000  
Manteo, North Carolina 27954

REF: Stormwater Drainage throughout Dare County

Dear Chairman Woodard:

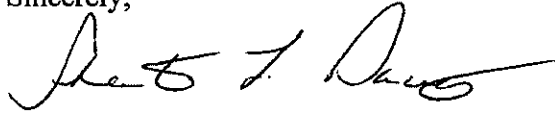
We commend you and the Dare County governing board for taking recent steps to identify stormwater flood-prone areas in unincorporated Dare, and establish short- and long-term goals to provide relief and solutions, respectively.

The Kill Devil Hills Board of Commissioners agrees that collaboration and cooperative efforts among all Dare County stakeholders, including the incorporated municipalities, are critically important to develop comprehensive answers to the widespread stormwater flooding that periodically engulfs us.

We respectfully request a working group comprised of representatives of all Dare County local governments be established to comprehensively address stormwater concerns and complications throughout our entire area. We are also proposing the North Carolina Department of Transportation develop a state-coordinated group to focus on drainage issues throughout our Outer Banks community. The Town of Kill Devil Hills believes the Dare County group and NC-DOT group could assist each other, and benefit from the expertise and resources each group can provide.

On behalf of the Kill Devil Hills Board of Commissioners, we appreciate your consideration of this request and offer our assistance in any way.

Sincerely,

A handwritten signature in black ink, appearing to read "Sheila F. Davies". The signature is fluid and cursive, with a long horizontal stroke at the end.

Sheila F. Davies, Ph.D.  
Mayor  
Town of Kill Devil Hills

C: Allen Moran, Region 1 Member, NC Transportation Board  
Mayors of Duck, Southern Shores, Kitty Hawk, Nags Head and  
Manteo  
Kill Devil Hills Board of Commissioners  
File





*FY2020 NCDOT 5311 & 5310 Program Grant Application*

**Description**

A public hearing is required for the FY2020 NCDOT 5311 CTP and 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Grant Applications. This is our annual request for funding. The 5311 CTP Administrative Budget covers salaries for the Transportation Director and Administrative Assistant as well as other administrative expenses in the amount of \$140,499.00 with a required 15% local match in the amount of \$21,075.00. The 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program in the amount of \$100,000.00 with a required 50% local match in the amount of \$50,000.00 and is designated as operational funding.

**Board Action Requested**

Hold Public Hearing, Sign Program CT Resolution, and Local Share Certification documents.

**Item Presenter**

Don Cabana

# LOCAL SHARE CERTIFICATION FOR FUNDING

## Dare County

### Requested Funding Amounts

<u>Project</u>	<u>Total Amount</u>	<u>Local Share</u>
Administrative	\$ <u>140,499.00</u>	\$ <u>21,075.00</u> (15%)
5311 Operating (No State Match)	\$ _____	\$ _____ (50%)
5310 Operating (No State Match)	\$ <u>100,000.000</u>	\$ <u>50,000.00</u> (50%)
5307 Operating	\$ <u>0</u>	\$ _____ (50%)
5307 Planning	\$ <u>0</u>	\$ _____ (20%)
Capital	\$ _____	\$ _____ (10%)
Mobility Management	\$ _____	\$ _____ (10%)
_____	\$ _____	\$ _____ (___%)
_____	\$ _____	\$ _____ (___%)
_____	\$ _____	\$ _____ (___%)
_____	\$ _____	\$ _____ (___%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

---



---

<b>TOTAL</b>	<b>\$ <u>240,499.00</u></b>	<b>\$ <u>71,075.00</u></b>
	<b>Total Funding Requests</b>	<b>Total Local Share</b>

---



---

**The Local Share is available from the following sources:**

<u>Source of Funds</u>	<u>Grant Applied To</u>	<u>Amount</u>
<b><u>Local</u></b>	<b><u>5311</u></b>	<b>\$ <u>21,075.00</u></b>
<b><u>ROAP/Local</u></b>	<b><u>5310</u></b>	<b>\$ <u>50,000.00</u></b>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
<b>TOTAL</b>		<b>\$ <u>71,075.00</u></b>

**\*\* Fare box revenue is not an applicable source for local share funding**

FY 2020 Local Share Certificate (page 2)

I, the undersigned representing **Dare County**, do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2020 Community Transportation Program and 5307 Governors Apportionment will be available as of **July 1, 2019**, which has a period of performance of July 1, 2019 – June 30, 2020.

\_\_\_\_\_  
Signature of Authorized Official

Bobby Outten, Dare County Manager  
\_\_\_\_\_  
Type Name and Title of Authorized Official

\_\_\_\_\_  
Date

# PUBLIC TRANSPORTATION PROGRAM RESOLUTION

## FY 2020 RESOLUTION

### Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for Public Transportation Program funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) \_\_\_\_\_ and seconded by (*Board Member's Name or N/A, if not required*) \_\_\_\_\_ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital budget Section 5310 program.

WHEREAS, **Dare County** hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;



NOW, THEREFORE, be it resolved that the *(Authorized Official's Title)\** \_\_\_\_\_ of **Dare County Board of Commissioners**, is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

**\*\* The approved resolution allows the Authorized Representative to receive, sign, and return the contract(s) for the grant(s) applied for without the contract(s) resubmitted to the applicants Board for review.**

I *(Certifying Official's Name)\** \_\_\_\_\_ *(Certifying Official's Title)* \_\_\_\_\_ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the **Dare County Board of Commissioners**, duly held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*Signature of Certifying Official*

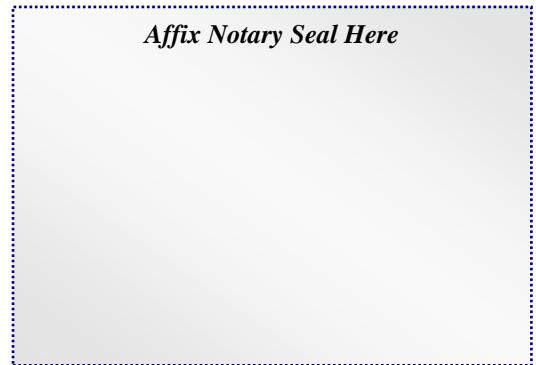
**\*Note that the authorized official, certifying official, and notary public should be three separate individuals.**

Seal Subscribed and sworn to me *(date)* \_\_\_\_\_

\_\_\_\_\_  
*Notary Public \**

\_\_\_\_\_  
*Printed Name and Address*

My commission expires *(date)* \_\_\_\_\_



---

Important – A public hearing MUST be conducted whether or not requested by the Public.

---

**PUBLIC HEARING RECORD**

Section 5311 (ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

**APPLICANT:**    Dare County

**DATE:**            10-1-2018

**PLACE:**           Dare County Board of Commissioners Meeting Room

**TIME:**             9:30 AM

How many BOARD MEMBERS attended the public hearing?        \_\_\_\_\_

How many members of the PUBLIC attended the public hearing?    \_\_\_\_\_

**Public Attendance Surveys**

*(Attached)*

*(Offered at Public Hearing but none completed)*

---

I, the undersigned, representing **Dare County**, do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

**During the Public Hearing**

*(NO public comments)*

*(Public Comments were made and meeting minutes will be submitted after board approval)*

The estimated date for board approval of meeting minutes is: \_\_\_\_\_

\_\_\_\_\_  
Signature or Clerk to the Board

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



## Voluntary Title VI Public Involvement

Title VI of the Civil Right’s Act of 1964 requires North Carolina Department of Transportation to gather statistical data on participants and beneficiaries of the agency’s federal-aid highway programs and activities. The North Carolina Department of Transportation collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population affected by a proposed project.

The North Carolina Department of Transportation wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested in order to participate in this meeting. This form is a public document.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact Shantray Dickens the Title VI Manager at telephone number 919.508.1896 or email at [sddickens@ncdot.gov](mailto:sddickens@ncdot.gov).

Project Name:		Date:
Meeting Location:		
Name (please print)	Gender:	
	<input type="checkbox"/> Male <input type="checkbox"/> Female	
General ethnic identification categories (check one)		
<input type="checkbox"/> Caucasian	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> American Indian/Alaskan Native
<input type="checkbox"/> African American	<input type="checkbox"/> Asian/Pacific Islander	Other: _____
Color:	National Origin:	

After you complete this form, please fold it and place it inside the designated box on the registration table.

Thank you for your cooperation.

# North Carolina Department of Transportation



## FY 2020 Community Transportation Program Application Package

Includes the Section 5311- Non-urbanized Area Formula Program, Human Service Transportation Management Program

August 6, 2018

N.C. Department of Transportation  
Public Transportation Division  
1 S. Wilmington Street  
Raleigh, NC 27601



### Announcement

**Community Transportation Systems (CT) have the choice to use their 5311 CT funding for 1) Administrative expenses, 2) Operating expenses, or 3) a combination of both. The total of the grant(s) cannot exceed the federal and state amount allocated. The State does not participate in Operating grants, therefore, the local match would be 50%.**

For FY 2020 there will be a separate Combined Capital Call for Projects for all capital projects excluding Direct Purchase of Service requests from non-transit applicants.

**\*New: Transit systems will use one checklist, the Unified Application Checklist, for all FY 2020 grants applied for.**

### Background

On December 4, 2015, President Obama signed the Fixing America's Surface Transportation (FAST) Act, reauthorizing surface transportation programs through Fiscal Year 2020. For details on the FAST Act at refer to the FAST Act summary on the FTA's website at [https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/2015\\_FAST\\_Act\\_Presentation.pdf](https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/2015_FAST_Act_Presentation.pdf)

The Federal Transit Administration, on the behalf of the Secretary of Transportation, apportions appropriated 5311 funds annually to the Governor of each state for public transportation projects in non-urbanized areas.

The Governor of North Carolina, in accordance with the Urban Mass Transportation Act of 1964, as amended, designated the N.C. Department of Transportation (NCDOT) Public Transportation Division (PTD) as the agency to receive and administer federal and state public transportation funds. The NCDOT (G.S. 136-44.20) is the recipient of all Section 5311 funds and the Community Transportation Program (CTP) applicant is the sub-recipient. The purpose of Section 5311 assistance is the provision of public transportation services and maximum feasible coordination with other rural transportation services.

The Public Transportation Division shall have principal responsibility and authority for the administration of the Section 5311 Program, and shall administer the programs in accordance with the guidance published by the Federal Transit Administration Circular 9040.1G and in accordance with existing Federal and State regulations pertaining to the administration of Federal grants by the North Carolina Department of Transportation. Transportation systems can use Section 5311 funds for public transportation projects in non-urbanized areas. Because

most rural trips end in urbanized areas, Section 5311 funds can be used for portions of trips in urbanized areas, however, the primary beneficiary of the transportation must be rural areas. A rural transit provider may design its Section 5311 funded services to maximize use by members of the general public who are transportation disadvantaged. Transportation disadvantaged people include elderly people and people with disabilities.

## Public Transportation Division Goals

The Public Transportation Division has goals to achieve the definition of coordinated transportation services. These goals are:

1. Support general public transportation in rural North Carolina (less than 50,000 population) and provide a coordinated network
2. Enhance access in rural areas to health care, shopping, education, employment, public services and recreation.
3. Encourage the most efficient use of **all** transportation funds used to provide passenger transportation in rural areas through coordination of programs and services.

## Timetable

### **Application Process for FY 2020**

<b>DATES</b>	<b>TASK/EVENT</b>
August 6, 2018	▪ Grant Application Package Distributed
Aug. 6 – Nov. 2, 2018	▪ MDS' Available to Assist Grantees with
November 2, 2018	▪ Grant Application Due to NCDOT (including Project Funding Request
November 9, 2018	▪ Partner Connect will close and no applications will be accepted after this date
Nov. 2018 – Jan. 2019	▪ Grant Application Review Process
January - March 2019	▪ PTD makes funding recommendation to NCDOT BOT
April – June 2019	▪ FTA grant review and award for federal funding
July 1, 2019	▪ Effective date of one year grant agreement

## ELIGIBILITY

### Designated Applicant

North Carolina’s coordinated approach to service delivery currently allows a single application within each designated service area. Section 5311 funding is only provided to a single sub recipient within each geographical area (county or counties served by a regional transit system). Originally, the transit system’s service area for rural operations was established by the governing body in the initial Transportation Development Plan (TDP) for the service area and approved by the NCDOT. PTD will implement the adoption of a Governing Board resolution that designates the single designated 5311 applicant on a 5 year cycle. The cycle is 2018, 2023, 2028 and so forth.

### Transportation Advisory Board

Each applicant is REQUIRED to have a Transportation Advisory Board (TAB) or a Governing Board if an Authority or non-profit organization. A TAB is made up of stakeholders from the service area that care about the services provided by the transit system. The make-up of the TAB is representative of the various target audiences in the service area and includes one or more actual passengers of the transit system. An “ACTIVELY ENGAGED” Transportation Advisory Board is expected to discuss unmet needs in the service area, service design and scheduling, billing rates and fares, and to resolve complaints. They also monitor compliance with federal regulations and the status of any deficiencies noted in any official federal, state or local review or report. The Transportation Advisory Board is a locally formed advisory group based on the following guidelines and requirements:

#### TRANSPORTATION ADVISORY BOARD (TAB) COMPOSITION

CATEGORIES	PUBLIC HUMAN SERVICE AGENCY	TRANSPORTATION PROVIDERS	PUBLIC AND BUSINESS SECTORS	GOVERNMENT AND GOVERNMENTAL AFFILIATES	TRANSIT USER
<i>Suggested number of representatives per category</i>	<b>3-5</b>	<b>1-2</b>	<b>4-5</b>	<b>3-5</b>	<b>1-3</b>
<b>NOTE:</b> TAB members should be individuals that know about the transit needs of the general public including the elderly, minorities, disabled, LEP, or low income populations living in the service area.	<ul style="list-style-type: none"> <li>▪ Senior Services</li> <li>▪ DSS</li> <li>▪ Vocational Rehabilitation</li> <li>▪ Head Start</li> <li>▪ Shelter Workshop</li> <li>▪ Health Dept.</li> <li>▪ Veterans Admin</li> <li>▪ Smart Start</li> <li>▪ Mental Health</li> <li>▪ Housing Authority</li> <li>▪ Human Service Transit Users</li> </ul>	<ul style="list-style-type: none"> <li>▪ Private transportation providers</li> <li>▪ Intercity bus providers</li> <li>▪ Ambulance Service</li> <li>▪ Regional Authority</li> <li>▪ Urban System</li> <li>▪ Faith based services</li> <li>▪ Volunteers</li> </ul>	<ul style="list-style-type: none"> <li>▪ Chamber of Commerce</li> <li>▪ Major employers</li> <li>▪ DBE’s</li> <li>▪ Hospital/Dialysis Ctr. Staff</li> <li>▪ Non-profit organizations</li> <li>▪ Employment Transit Users</li> <li>▪ General Public Transit Users</li> <li>▪ Public Citizens</li> </ul>	<ul style="list-style-type: none"> <li>▪ <b>*MPO</b></li> <li>▪ <b>*RPO</b></li> <li>▪ <b>*Emergency Management</b></li> <li>▪ Economic Development</li> <li>▪ Employment Security Commission</li> <li>▪ Job Link and/or Career Centers</li> <li>▪ Elected Officials</li> <li>▪ County Government staff</li> <li>▪ Community</li> </ul>	<ul style="list-style-type: none"> <li>▪ Passenger(s) that currently utilize the transit system</li> </ul>

**\*Representatives from Emergency Management and the local Rural Planning Organization or Metropolitan Planning Organization are encouraged to attend at least 1 TAB meeting per year if possible to understand the priorities of the transit system; offer advice on what they can do for, or need from, public transportation; and to build strong working relationships.**

- 
- The Transportation Advisory Board must include representatives from the elderly, minority, Limited English Proficiency (LEP), disabled and/or low income populations in the service area **or** include individuals that represent these consumer groups that will challenge the transit system to be more sensitive to their needs or to discuss unmet needs of their consumer group. Census data should be consulted to determine which groups should be represented and the size of the representation needed.
  - If the applicant serves as an “umbrella” agency for programs in addition to transportation services, then the Executive or Governing Board may not serve as the Transportation Advisory Board. There may be overlapping of members from the Executive or Governing Board, but there must be a separate Transportation Advisory Board that meets the requirements.
  - If the applicant is a transportation authority or a non-profit organization that only provides transportation, the Executive or Governing Board may serve as the Transportation Advisory Board. In this case, the composition of the Executive or Governing Board will have to meet the 5311 Program requirements to serve as the TAB or consider creating a separate TAB that does meet the requirements.
  - PTD expects, at a minimum, **quarterly TAB meetings** for the community transportation system to maintain ongoing communications as one means of seeking public involvement, and ongoing administrative oversight. TAB meetings must be open to the public and the public must be notified of the scheduled meetings through such means as posting notices on agency Web sites; local news media; flyers; etc. Additionally, meeting minutes must be published and distributed to PTD regional mobility development specialists, with original file copies maintained by the transportation system for a minimum of five (5) years.
  - All TAB or Governing Board members must sign an **annual** Conflict of Interest form and the signed form must be attached as an application document.
- 

## **Regulatory Compliance**

All projects must annually meet all Federal/State requirements prior to July 1, the beginning of the project period and State fiscal year, to be eligible for reimbursement of Federal funds for the entire project period. **Applicants that do not meet federal and state requirements are not eligible to receive reimbursement for expenses incurred prior to the effective date of compliance.** NCDOT will not award any financial assistance until the applicant provides assurance of compliance and it has been determined that federal and state requirements are met. **In addition to Federal compliance requirements, PTD requires all transit systems to:**

- 1) use automated scheduling software;
- 2) maintain 80% or greater compliance in AssetWorks;
- 3) submit required reports such as Charter, OpStats, ROAP, etc...by the designated due date;
- 4) submit invoices on a monthly or quarterly basis; and
- 5) participate in 2 official site visits per fiscal year with Mobility Development Specialist.

**ALL the documents below must be completed and returned as part of the CTP application. Documents will be uploaded in the “FY 2020 Application” tab in the Drop Box in Enterprise Business Services (EBS). Where applicable, documents that apply to multiple budgets i.e., Authorizing Resolution, Title VI Report, etc...only have to be completed and uploaded one**



**time. Please review Master Document tab on the Unified Application Checklist to see what documents are required for multiple applications.** In addition to the Master Documents, the 5311 application has additional supporting documents such as vehicle insurance certification or a service agreement. **The 5311 Checklist tab on the Unified Application Checklist is a companion list to the master set of documents you must include when you submit your application. The Unified Application Checklist is a separate document to be downloaded one time off of PTD’s website in the “Documents Library, Grants, Unified Application Checklist”.** The checklist covers all grants PTD sponsors and will be uploaded one time in EBS.

*\*New: Transit systems will use one checklist, the Unified Application Checklist, for all FY 2020 grants applied for.*

Some documents must be signed by the AUTHORIZED OFFICIAL as indicated. Some documents must AFFIX A SEAL as indicated on the form. Instructions are included with the form

	<i>DOCUMENTS</i>	<i>COMMENTS</i>
1	<i>Authorizing Resolution</i>	Each applicant will accurately complete and submit with its grant application a Governing Board Approved Transportation Program. The Transportation Program Resolution is for Federal and State funded projects that provide general public transportation.
2	<i>Certifications and Assurances, Attorney’s Affirmation, Lobbying Certification, Equivalent Service Certification, and 5333(b) Labor Warranty</i>	In accordance with 49 U.S.C. 5323(n), Certifications and Assurances have been compiled for the North Carolina Community Transportation Program. NCDOT requires sub- recipients to certify to all applicable categories.  Certifications and Assurances documents are received from the FTA. All State and Federal certification documents will be distributed as a package upon receipt of federal documents.
3	<i>Title VI Certification</i>	All Recipients of FTA and State funds must comply with Title VI of the 1964 Civil Rights Act, Section 601. Title VI states that “No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.”  <ul style="list-style-type: none"> <li>▪ Additional federal information may be found in FTA Circular 4702.1B “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” dated October 1, 2012 at: <a href="http://www.fta.dot.gov/documents/FTA_Title_VI_FINAL.pdf">http://www.fta.dot.gov/documents/FTA_Title_VI_FINAL.pdf</a></li> </ul>

4	<i>Disadvantaged Business Enterprise (DBE) Certification</i>	All recipients and sub-recipients of grant funds from the FTA and/or the State of North Carolina must participate in the DBE Program/Minority Business Enterprises (MBE) Program. DBE Program information may be found at <a href="https://www.ebs.nc.gov/VendorDirectory/default.html">https://www.ebs.nc.gov/VendorDirectory/default.html</a> All required (*) activities must be completed and documents kept for five years.
5	<i>DBE/MBE/WBE/HUB Anticip. Vendor Award</i>	Expected DBE/MBE/WBE/ and HUB to be used in FY 2020.
6	<i>Public Hearing Notice</i>	As part of the CTP application, a public hearing must be held in front of the applicant's governing body. The public hearing may cover multiple grant requests to include 5311, Combined Capital Appalachian Program, 5310 Enhanced Mobility for Seniors and Individuals with Disabilities, and ROAP, etc.... The applicant must publish one public notice in a newspaper(s) having general circulation in the project's proposed service area. It is recommended that the Public Hearing Notice provide a minimum of seven (7) calendar days' notice and a maximum of fourteen (14) calendar days' notice between the time that the Public Hearing Notice is published in the newspaper and the actual public hearing date. In accordance with the DOT LEP Guidance, 70 FR 74087, (December 14, 2005), a public notice will also be published in <b>Spanish</b> in counties that have 1,000 or 5% of their population that speaks Spanish at home, but speaks English less than well. <b>Applicants in the counties listed in Appendix A <u>MUST</u> publish a public hearing notice in English and Spanish.</b> <b>PTD is not including a Spanish version of the public notice in the application package. Applicants should have the public notice translated locally to ensure the accuracy of the</b>

7	<i>Public Hearing / Public Hearing Record / Public Hearing Minutes</i>	<p>The applicant must hold a public hearing on the proposed project(s) to allow members of the community the opportunity to comment on transportation needs and the grant application. <b>Each grant request (i.e., 5311, Appalachian, 5310, or ROAP) must be addressed individually with the hearing formally opened and closed, and reflected in the minutes.</b> During the hearing the public should explicitly be asked if they wish to comment on the proposed funding. The public hearing will be held before the governing board.</p> <ul style="list-style-type: none"> <li>▪ County Commissioners - county applicants</li> <li>▪ Board of Directors - non-profit applicants</li> <li>▪ Authority Board of Directors or Executive Board - public transportation authorities</li> <li>▪ City/Town Council - municipalities</li> </ul> <p>The Clerk/Secretary to the Board must complete, sign and certify the Public Hearing Record form. Either indicate that NO public comments were made <u>or</u> public comments were made and enter the estimated date for board approval of meeting minutes. <b>A copy of the board approved minutes must be submitted to support the Transportation Program Resolution and if there were any public comments made.</b></p>
8	<i>Public Hearing Outreach</i>	<p>Outreach efforts beyond holding a public hearing must be conducted to inform the public including minorities, women, elderly, disabled, LEP, low income individuals, and persons who are not human service agency clients, about the availability of CTP funds and to discuss transportation service needs. These efforts should include, but are not limited to surveys, presentations to groups, committees, fliers and/or posters. The intent is to remove barriers and conditions that prevent these groups from receiving access, participation and benefits of the CTP funded services. Services and benefits must be distributed in a non-discriminatory manner. Title VI of the Civil Rights Act of 1964 applies. This form should include a <u>DETAILED DESCRIPTION</u> of public hearing outreach efforts by the applicant to inform the public <u>(INCLUDING MINORITY, WOMEN, ELDERLY, DISABLED, LIMITED ENGLISH PROFICIENCY (LEP), AND LOW INCOME INDIVIDUALS)</u> about the public hearing to comment on the Community Transportation Grant application.</p>
9	<i>Local Share Certification for Funding</i>	<p>The Legal Applicant must certify to the North Carolina Department of Transportation that the required local funds for the FY 2020 Community Transportation Program will <u>be</u> available as of July 1, 2019 for FY 2020, which has a period of performance of July 1, 2019 – June 30, 2020</p>
10	<i>Surface Transportation Providers</i>	<p>List of all private transportation providers.</p>

11	<i>Transportation Advisory Board/ Governing Board Composition</i>	Each applicant is <u>REQUIRED</u> to have a Transportation Advisory Board (TAB) or a Governing Board. A TAB/Governing Board is made up of stakeholders from the service area that care about the services provided by the transit system. The make-up of the TAB/Governing Board is representative of the various target audiences in the service area and includes one or more actual passengers of the transit system. An “ <u>ACTIVELY ENGAGED</u> ” Transportation Advisory Board/Governing Board is expected to discuss unmet needs in the service area, service design and scheduling, billing rates and fares, and to resolve complaints. They also monitor compliance with federal regulations and the status of any deficiencies noted in any official federal,
12	<i>Equal Employment Opportunity (EEO)</i>	Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds: <ul style="list-style-type: none"> <li>a. Employees <b>100*</b> (<i>new</i>) or more transit-related employees*; <b>and</b></li> <li>b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; <b>or</b></li> <li>c. Request and receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year.</li> <li>d. <i>Employers with 50-99 employees must keep an EEO plan on file and available upon request.* (New)</i></li> </ul>
13	<i>Project Funding Request Form</i>	<b><u>Attention:</u></b> The Project Funding Request Form (Page 1) must be completed by all systems for each budget requested and placed in the grant application.
14	<i>Conflict of Interest Form(s)</i>	All TAB and/or Governing Board members must sign an <u>annual</u> Conflict of Interest form. <b><u>Signed forms must be scanned and uploaded.</u></b>
15	<i>Facility Insurance Verification</i>	<b><i>*New:</i></b> All systems must provide a certificate of insurance for their facility(s).



16	<i>DUNS Verification</i>	<i>*New:</i> All applicants must verify that their DUNS number has been verified and is active. A copy of the verification is a document to be uploaded into EBS. Refer to application package for instructions and sample.
17	<i>Application Checklist</i>	Attach completed checklist showing all other required documents that are to be uploaded into Partner Connect
18	<i>5311 Designee Certification Form</i>	Certification resolving there will be one operator and applicant for the coordinated community transportation system for FY2018 – FY2022. <b>On file from FY 2018 5311</b>

## [Procurement and Third Party Contracting](#)

Procurement and third party contracting activities are primarily the responsibility of the sub-recipient. Sub-recipients should follow established local procedures and applicable state or federal standards in accordance with the North Carolina Consolidated Procurement Code (as amended). The procurement and contract standards set forth under N.C. G. S. 143 Article 8 and FTA Circular 4220.1F shall apply to the procurement of all goods and services the sub-recipient will purchase under the project contract.

PTD requires that all procurements, such as a service contract, be completed according to federal and state guidelines, with supporting documents to validate purchases. **Transit systems must have all procurements > \$3,500 reviewed by PTD's procurement section or the procurement cannot be reimbursed.** Procurements must be completed by May 1, 2020.

For more information on procurement and third party contracting refer to the *Procurement and Third Party Contracting*, and the *Circular 4220.1F, Third Party Contracting Guidance*.

## [Application Process](#)

The FY 2020 CTP grant application must be transmitted through the online NCDOT Grants Module, EBS, no later than 11:59 pm EST, Friday, November 2, 2018. **EBS will close on Friday November 9, 2018 and no applications will be accepted after this date. An incomplete application will not be reviewed.** The documents identified in the Master Documents tab and the Section 5311 tab on the Unified Application Checklist must be submitted as attachments in the **Drop Box** within EBS. Note that documents with original signatures must be scanned for electronic submittal (ensure that seal is visible for documents with seals) and some forms/other documents must be saved and attached in their original form (Microsoft Word/Excel), as indicated in the Unified Application Checklist.

**All documents are to be uploaded in the “FY 2020 Application” tab in the Drop Box and must use the following naming convention: SystemName.FY.DocumentName; i.e. “CarolinaCo.FY20.TitleVIReport”. Mobility Development Specialists will review uploaded documents and attach them to the appropriate online budget. The budget forms can be found in the EBS Search box under Programs at P2020\*, then select the Admin and/or Operating budget to complete.**

**Refer to the application package for Drop Box document uploading instructions.**

**For convenience, Transit systems may attach one zipped file containing the supporting documents for all grants applied for in addition to the 5311 Admin grant.**

## FUNDING AND MONITORING

The PTD supports community transportation systems in fulfilling the transportation needs of each community by providing **ADMINISTRATIVE, CAPITAL, AND OPERATING** funding assistance programs. The division has sought increased state funding in these key areas to assist in meeting the goals and policy objectives of the Community Transportation Program. Community transportation systems will be eligible to receive these funding assistance programs if the policy requirements of the Community Transportation Program are met.

Budget Category	Federal Share	State Share	Local Share
Administration	80%	5%	15%
Operating	50%	0%	50%

**<sup>1</sup> State funding is subject to State appropriations and availability of funds**

**Community Transportation Systems in non-Urbanized Area Counties** – For the FY 2020 Call for Projects, the 5-year funding allocation formula developed for FY17 will continue to be used. The funding formula for Fiscal Year 2020 provides 1) a base level of \$30,000 for each county in the 5311-funded transit system’s service area, 2) 10% of the formula is for performance and 3) the remaining funds are based on the amount of funds that were generated by each transit system. The remaining funds are distributed based on the FTA Apportionment formula which is how FTA determines the apportionment to each state. If the formula amount apportioned to a transit system was below FY 2017 totals, state or other federal funds were added to equal no more than a 10% reduction. This 10% reduction will continue each year until the funding matches the earned amounts. Ten percent (10%) of the funding will be based on performance as well. If you were above the apportioned amount, you will receive a slight increase. This funding formula will allow for future incorporation of performance criteria.

**Funding Requests** - All community transportation systems are required to utilize the Uniform Public Transportation Accounting System (UPTAS) for budgeting and reporting. The governing board determines how to allocate the maximum amount of funds for which they are eligible, to meet the transportation needs of the service area for the fiscal year. The administrative funding allocated to the system can be budgeted at the discretion of the system, utilizing eligible UPTAS cost categories (Object Codes) with the exception of G481 central services [indirect cost], G452 vehicle insurance, G371 marketing, G372 promotional items, and G395 Training [employee development]).

**Cost Allocation/Indirect Cost Plan:** If the applicant intends to include indirect overhead costs In the funding request, a Cost Allocation Plan/Indirect Cost Plan must be submitted and approved by the governing board along with a signed and notarized Cost Allocation Plan/Indirect Cost Plan (CAP) to NCDOT with the administrative grant application. *Documentation to support the indirect cost rate must be submitted to PTD no later than **October 31st**.* The documentation needed includes: Signed Certification page

from the Cost Allocation Plan (CAP), page(s) from the CAP showing indirect costs allocated to the Transportation Department, page(s) from the transit system's financial report showing total salaries & fringes paid to the entire Transportation Department staff and an official statement verifying the Cognizant Agency. Requests for the 10% de-minimis rate will be approved if FTA requirements are met. An allowable indirect rate will be determined by PTD. The applicant may request less funding in the indirect cost line item than that which is allowed as the maximum amount.

**NOTE:** Indirect Overhead Costs are only allowable under Administrative grants.

**Program Auditing** -The Public Transportation Division is responsible for providing program monitoring and oversight to ensure that Federal/State funds are used for the intended purpose. This is accomplished through various onsite program monitoring and evaluation tools including but not limited to: Maintenance Reviews, Site Visits, Compliance Reviews, Drug and Alcohol Reviews and attendance at TAB meetings. In addition, the Community Transportation Program is subject to the OMB A-133 single audit requirement. The department's Office of Inspector General periodically conducts site visits to audit expenditures of the local Community Transportation Grant program sub-recipient.

**Safety & Security Compliance Reviews** – A Safety & Security Plan is required from the systems and must be annually certified by the Accountable Executive via a formal process. PTD performs a Safety & Security Compliance Review every three (3) years and the plan will be revisited on a triennial basis. If the system makes any updates to their plan, Board approval is required. A Safety Officer and an Accountable Executive must be identified in the Safety & Security Plan.



## FUNDING ASSISTANCE

---

This overview guide discusses Administrative and Operating budget requests. All Capital requests regardless of funding source are to be submitted on the FY 2020 Combined Capital grant application. That application package is available on PTD's webpage.

Transit systems may use their allocated funds for Admin expenses, Operating expenses, or a combination of expenses. If a system requests both an Admin budget and an Operating budget the total amount of the funding requested may not exceed the total federal and state allocation. All program budgets can be found on PTD's Electronic Business System (EBS) page, in the Search box under Programs, at P2020\*, then select the appropriate budget.

### Administrative Budgets

Applicants are expected to carefully consider administrative budget request submissions. A careful review of actual line item expenditures over the past 2-3 years should play an integral role in determining current budget request. For the FY 2020 Call for Projects, the funding allocation formula that was created in FY17 will be used. The funding formula provides 1) a base level of \$30,000 for each county in the 5311-funded transit system's service area, and 2) allocates the remaining funds based on the amount of funds that were generated by each transit system. The remaining funds are distributed based on the FTA Apportionment formula which is how FTA determines the apportionment to each state. If the amount apportioned to a transit system was below FY 2017 totals, state or other federal funds were added to bring the allocation to back to that level. If you were above the amount, you will receive a slight increase.

Funding allocations will be provided to each transit system through their Mobility Development Specialist.

**\*\*\* System requests may not go over the federal and state amount allocated.**

**Vehicle insurance** is an allowable administrative expense in the CTP application. Only active revenue vehicles are eligible for vehicle insurance cost participation by PTD. The applicant will be required to submit the following documentation that will be used to determine the PTD financial participation level for vehicle insurance:

- Certificate of Insurance - verifying liability limits, and the deductible amount,
- Auto Schedule – a list of the vehicles insured and the cost associated with insuring each vehicle at the required levels. The applicant should request this information from their insurance provider. PTD will cap reimbursement to the federal and state share of 85% of the actual annual premium cost, up to a maximum annual premium cost of \$2,500 per revenue vehicle.

**Note: All transit systems are required to have a minimum amount of insurance, \$1.5 Million per vehicle, but transit systems that have 16 passenger vehicles or larger in their fleet must have insurance coverage of \$5 Million.**

**Training - Employee Education Expenses (Object Code 395)** – These funds are intended to support training and development activities for community transportation systems' employees. Eligible employee training expenses include: registration fees, tuition, books and materials for approved courses; travel, lodging and meals related to approved training activities; fees for purchase or rental of

Video or CD-ROM training or fees for participation in Internet or world wide web based training courses (excluding basic Internet service provider fees); and instructor fees and materials cost for approved courses. Employee Development funds may be used to support the travel and registration fees for no more than two drivers for the annual statewide Bus and Van Roadeo.

**NOTE:** Travel expenses for Roadeo volunteers and judges must be paid from another source or the administrative travel line items (object codes 311, 312, and/or 314). Employee Development funds may not be used to defray the cost of salaries for staff attending a training course or conducting a training course for other system employees.

**IMPORTANT:** No costs that are actually or potentially associated with lobbying activities may be paid for using funds approved in the CTP grant in general and in object code 395 in particular. Applicants may not co-mingle approved activities eligible to be funded in this line item with any lobbying activities.

The Public Transportation Division will issue minimum training standards for all community transportation systems that receive state financial assistance from the department.

**Marketing and Promotional Items** – Applicants are required to budget Marketing (Object Code 371) and Promotional Items (Object Code 372) at designated levels. According to PTD's external policy, **EX-102-2, "Required Budget Items by Grant Program"** Section 5311 budgets must spend 2% of the total of their administrative funding request, minus vehicle insurance, on marketing." Applicants should thoroughly evaluate their marketing needs to determine if more than the 2% minimum should be budgeted. Additionally, funding requests for Object Code 372 cannot exceed 25% of the budgeted amount for Object Code 371.

### Operating Budgets

Applicants must ensure their operating budget requests match the FY 2020 approved budgets. Section 5311 operating funds can ONLY be used to support rural general public routes (RGP).

**RGP DEFINITION:** Intended to provide transportation services for individuals from the county who do not have a human service agency or organization that will pay for the transportation service. The passenger's origin or destination must be in the rural area.

Operating Expenses - Operating expenses are considered those costs directly related to system operations. Eligible items are defined as stated in the UPTAS manual and State Management Plan.

Net operating expenses are eligible for assistance. Net operating expenses are those expenses that remain after the provider subtracts operating revenues from eligible operating expenses. Operating revenues must include farebox revenues. Farebox revenues include fares paid by riders who are later reimbursed by a human service agency or other user-side subsidy arrangement. Farebox revenues do not include payments made directly to the transit system by human service agencies to purchase service. However, purchase of transit passes or other fare media for clients would be considered farebox revenue. A voluntary or mandatory fee that a college, university, or similar institution imposes on all its students for free or discounted transit service is not farebox revenue. Farebox revenue must be used to reduce total operating expenses (treated as revenue).

Funds received pursuant to a service agreement with a State or local social service agency or a private social service organization may be used as local match. Income from contracts to provide human service

transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for Section 5311 operating assistance. In either case, the cost of providing the contract service is included in the total project cost.

The manner in which a sub-recipient applies income from human service agencies to a project affects the calculation of net operating expenses and, therefore, the amount of Section 5311 operating assistance the project is eligible to receive.

**\*\*\* System requests may not go over the federal and state amount allocated.**

Sources of Local Match. Local match for the remainder of net project costs may be provided from:

- undistributed cash surplus,
- replacement cash fund or reserve,
- service agreement with a State or local social service agency or a private social service organization;
- amounts appropriated or otherwise made available to a department or agency of the Government (other than the [U.S.] Department of Transportation) that are eligible to be expended for transportation:
- employment training,
- aging,
- community services,
- vocational rehabilitation services,
- TANF
- non-Federal sources that may be used for any or all of the local share include:
- State or local appropriations;
- dedicated tax revenues;
- private donations; and
- net income generated from advertising and concessions.

Any non-DOT Federal funds used as local match must be used for activities included in total net project costs of this grant.

**Note:** Fare box revenue is not an applicable source of local match.

Net Operating Expenses = Total Eligible Operating Expenses – Fare Revenues

*Cost Participation:* The Federal share for net-operating expenses may not exceed 50%.

## Appendix A

### Public Hearing Notice Safe Harbor Requirement

County population includes at least 1,000 persons  
who speak Spanish at home and English "less than well"

Alamance County, North Carolina  
Alleghany County, North Carolina  
Bladen County, North Carolina  
Brunswick County, North Carolina  
Buncombe County, North Carolina  
Burke County, North Carolina  
Cabarrus County, North Carolina  
Catawba County, North Carolina  
Chatham County, North Carolina  
Cleveland County, North Carolina  
Columbus County, North Carolina  
Craven County, North Carolina  
Cumberland County, North Carolina  
Davidson County, North Carolina  
Davie County, North Carolina  
Duplin County, North Carolina  
Durham County, North Carolina  
Forsyth County, North Carolina  
Franklin County, North Carolina  
Gaston County, North Carolina  
Granville County, North Carolina  
Greene County, North Carolina  
Guilford County, North Carolina  
Harnett County, North Carolina  
Henderson County, North Carolina  
Hoke County, North Carolina  
Iredell County, North Carolina

Johnston County, North Carolina  
Lee County, North Carolina  
Lenoir County, North Carolina  
Lincoln County, North Carolina  
Mecklenburg County, North Carolina  
Montgomery County, North Carolina  
Moore County, North Carolina  
Nash County, North Carolina  
New Hanover County, North Carolina  
Onslow County, North Carolina  
Orange County, North Carolina  
Pender County, North Carolina  
Pitt County, North Carolina  
Randolph County, North Carolina  
Robeson County, North Carolina  
Rockingham County, North Carolina  
Rowan County, North Carolina  
Sampson County, North Carolina  
Stanly County, North Carolina  
Surry County, North Carolina  
Union County, North Carolina  
Vance County, North Carolina  
Wake County, North Carolina  
Wayne County, North Carolina  
Wilkes County, North Carolina  
Wilson County, North Carolina  
Yadkin County, North Carolina

## Appendix B

### REGIONAL MOBILITY DEVELOPMENT SPECIALISTS CONTACT INFORMATION

<p><b>RYAN MAYERS</b> 919-707-4694 <a href="mailto:ramayers@ncdot.gov">ramayers@ncdot.gov</a> Urban</p>	<p><b>PAMELA DIGIOVANNI</b> 919-707-4680 <a href="mailto:pmdigiovanni@ncdot.gov">pmdigiovanni@ncdot.gov</a> Urban</p>	<p><b>PHILLIP VEREEN (Interim)</b> 919-707-4690 <a href="mailto:plvereen@ncdot.gov">plvereen@ncdot.gov</a> Small Urban</p>	<p><b>MATT WATTERSON</b> 919-707-4682 <a href="mailto:mjwatterson@ncdot.gov">mjwatterson@ncdot.gov</a> Small Urban</p>
<p><b>BUNCOMBE</b> <b>HAYWOOD (MT PROJECTS)</b> <b>WESTERN CAROLINA</b> Henderson(WCCA) Asheville WPRTA (Alexander, Burke,Caldwell,Catawba) <b>DURHAM</b> <b>JOHNSTON</b> <b>ORANGE</b> <b>WAKE</b> Chapel Hill Go Cary Go Durham Go Raleigh Go Triangle <b>BRUNSWICK / Myrtle Beach</b> <b>MPO</b> <b>NEW HANOVER / WAVE</b></p>	<p><b>IREDELL</b> <b>MECKLENBURG</b> <b>UNION</b> Charlotte Area Transit System (CATS) <b>DAVIDSON</b> <b>GUILFORD</b> <b>FORSYTH / Winston-Salem</b> Greensboro High Point (sm) Piedmont Authority (PART) <b>CUMBERLAND</b> <b>HOKE</b> Fayetteville <b>ROWAN</b> Concord Salisbury <b>CABARRUS</b></p>	<p><b>CARTS smpo</b> (Craven,Jones,Pamlico) <b>ONSLOW</b> <b>PITT</b> Greenville smpo Jacksonville smpo <b>LEE</b> <b>MOORE</b> RCATS (Montgomery, Randolph) ARHS (Camden,Chowan, Currituck,Pasquotank, Perquimans) CPTA (Bertie,Halifax, Hertford, Northampton) KARTS (Vance, Warren, Franklin, Granville) <b>WILSON City / County</b></p>	<p><b>YVEDDI (Davie,Stokes, Surry, Yadkin)</b> <b>APPALCART (Watauga)</b> <b>CLEVELAND</b> <b>GASTON smpo</b> <b>LINCOLN</b> Gastonia <b>TAR RIVER TRANSIT smpo</b> (Edgecombe, Nash) <b>WAYNE smpo</b> <b>ALAMANCE</b> <b>CHATHAM</b> Burlington smpo</p>
<p><b>ALEXIUS FARRIS</b> 919-707-4698 <a href="mailto:aafarris@ncdot.gov">aafarris@ncdot.gov</a> Rural</p>	<p><b>JENNIFER BAPTISTE</b> 919-707-4679 <a href="mailto:jcbaptiste@ncdot.gov">jcbaptiste@ncdot.gov</a> Rural</p>	<p><b>BERNARD CLARK</b> 919-707-4678 <a href="mailto:bbclark2@ncdot.gov">bbclark2@ncdot.gov</a> Rural</p>	<p><b>KEVIN EDWARDS</b> 919-707-4695 <a href="mailto:kbedwards2@ncdot.gov">kbedwards2@ncdot.gov</a> Rural</p>
<p><b>AVERY</b> <b>MADISON</b> <b>MITCHELL</b> <b>YANCEY</b> <b>HARNETT</b> <b>PENDER</b> <b>SAMPSON</b> <b>DARE</b> <b>HYDE</b> <b>TYRRELL</b></p>	<p><b>MCDOWELL</b> <b>POLK</b> <b>RUTHERFORD</b> <b>BLADEN</b> <b>COLUMBUS</b> <b>ROBESON (SEATS)</b> <b>CARTERET</b> <b>DUPLIN</b> <b>GREENE</b> <b>LENOIR</b></p>	<p><b>CHEROKEE</b> <b>GRAHAM</b> <b>SWAIN</b> <b>ALLEGHANY</b> <b>ASHE</b> <b>WILKES (WTA)</b> <b>BEAUFORT</b> <b>GATES</b> <b>MARTIN</b> <b>WASHINGTON</b></p>	<p><b>CLAY</b> <b>JACKSON</b> <b>MACON</b> <b>TRANSYLVANIA</b> <b>CASWELL</b> <b>PERSON</b> <b>ROCKINGHAM</b> <b>RICHMOND</b> <b>SCOTLAND</b> <b>STANLY</b> <b>ANSON</b></p>

ARHS - ALBEMARLE REGIONAL HEALTH SERVICES dba ICPTA – INTER-COUNTY PUBLIC TRANSPORTATION AUTHORITY

CARTS – CRAVEN AREA RURAL TRANSIT SYSTEM

CATS – CHARLOTTE AREA TRANSIT SYSTEM

CFPTA – CAPE FEAR PUBLIC TRANSPORTATION AUTHORITY (WAVE TRANSIT)

CPTA – CHOANOKE PUBLIC TRANSPORTATION AUTHORITY

FAST – FAYETTEVILLE AREA SYSTEM OF TRANSIT

GATEWAY or GWTA – GOLDSBORO-WAYNE TRANSIT AUTHORITY

KARTS - KERR AREA REGIONAL TRANSPORTATION SYSTEM

PART – PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION

RCATS – REGIONAL COORDINATED AREA TRANSPORTATION SYSTEM (RANDOLPH)

SEATS – SOUTH EAST AREA TRANSIT SYSTEM (ROBESON)

TRT – TAR RIVER TRANSIT

WCCA – WESTERN CAROLINA COMMUNITY ACTION

WPRTA – WESTERN PIEDMONT REGIONAL TRANSIT AUTHORITY

WTA – WILKES TRANSIT AUTHORITY

YVEDDI – YADKIN VALLEY ECONOMIC DEVELOPMENT DISTRICT, INC.



# NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



## Program Overview

### Enhanced Mobility of Seniors and Individuals with Disabilities Program

#### Operating

(Federal Section 5310)

North Carolina Department of Transportation  
Public Transportation Division  
August 06, 2018

# Introduction

---

## Program Authority

The Governor, pursuant to the provisions of 49 USC 5310 has designated the North Carolina Department of Transportation (NCDOT) as administrator and recipient of the 5310 Program funds apportioned to North Carolina for projects in the small urban and rural areas of the state. This authority was established through legislative action as set forth in Article 2B of Chapter 136 of the North Carolina General Statutes.

The Public Transportation Division (PTD) of NCDOT shall have principal responsibility and legal authority for the administration of the state managed portions of this program. PTD shall administer the program in accordance with the guidance published by the Federal Register and Federal Transit Administration circulars and in accordance with existing federal and state regulations pertaining to the administration of federal grants by NCDOT.

## Public Transportation Division Goals

The Public Transportation Division has goals to achieve the definition of coordinated transportation services. Those goals are:

1. Support general public transportation in rural North Carolina (less than 50,000 population) and provide a coordinated network
2. Enhance access in rural areas to health care, shopping, education, employment, public services and recreation.
3. Encourage the most efficient use of **all** transportation funds used to provide passenger transportation in rural areas through coordination of programs and services.

## Period of Performance

**IMPORTANT: This application for 5310 funds covers the period of performance from July 1, 2019 to June 30, 2020. NCDOT will only accept applications for one year projects.**

## IMPORTANT Announcements:

- **\*New: This application package is for 5310 Operating projects from Community Transportation (CT) systems only.**
- **\*New: Transit systems will use one checklist, the Unified Application Checklist, for all FY 2020 grants applied for.**
- **\*New: Verification of DUNS number is a required document in the set of master documents.** An application without a DUNS number will not be reviewed.
- **There are separate applications for all capital projects, including Mobility Manager and 5310 Purchase of Service for non-CT applicants.**

- Only applications from Community Transportation systems proposing projects benefiting seniors and individuals with disabilities living in rural areas and/or small urban areas will be reviewed for funding with this application. If you are interested in 5310 funding for services in a large urbanized area, you must contact your Metropolitan Planning Organization (MPO) to find out how their FTA appropriated large urban 5310 funds are awarded. A definition of small urbanized area and rural area are included in Appendix A of the Overview.
- Priority will be given to traditional capital projects applied for via a separate Combined Capital application. Operating projects will not be funded unless there are 5310 funds leftover after the capital projects for FY 2020 have been selected. **IF operating projects are approved, they will be approved on a cost-per-trip reimbursement basis (50/50 cost sharing ratio – no state match will be provided for operating projects).**
- **Section 5310 Operating funds will only be approved for line item G-313 Transportation of Clients/Others for transit systems.** Full documentation (invoice, clients served, 5310 progress report) from transit agencies will be required when submitting claims. Operating expenses for drivers and other staff, fuels and oils, and other expenses are not eligible items.
- **Vehicle requests must be made through the Combined Capital application.** Only Section 5311 grantees and/or small urban Section 5307 grantees will be eligible for 5310 funded replacement vehicles. If an applicant is approved for a 5310 replacement vehicle, they must be able to certify that the vehicle(s) requested will NOT be used in a large urban area. An analysis of fleet size and utilization will be completed prior to the approval of any replacement vehicle funding. Priority will be given to replacement vehicle requests from 5311 grantees that operate in one of our small urbanized areas (Burlington-Graham, Gastonia, Goldsboro, Greenville, High Point, Jacksonville, New Bern and Rocky Mount). No requests for expansion vehicles will be considered. Based on this analysis, a plan to address the excess vehicles will be generated.
- The final Section 5310 Program circular defines a Senior as an individual 65 years or older.
- FTA-required reporting measures will be included in the progress reports that grantees submit with each claim. These are described on page six (6) of this Overview.
- The applicant must be the one administering the project, determining eligibility, arranging transit services, and/or operating the funded service. Passing through grant funding to another entity will not be allowed.
- Applications from applicants with a business address inside a large urban area as defined by the 2010 census will not be considered. (See a list in Appendix D of the Overview of counties with large urban areas.)
- Farebox revenue cannot be used as matching funds in a project.
- Required state and federal attachments will be submitted once in Enterprise Business Services (EBS) using the Drop Box, instead of attaching them to each application. The instructions for using the Drop Box are included on page nine (9) of this

Overview.

## Program Monitoring and Oversight

See Appendix C for a list of Mobility Development Specialists from NCDOT/PTD that can assist you as you complete this application.

## Funding Programs

---

---

### Section 5310 – Elderly Individuals and Individuals with Disabilities Program

The goal of the Section 5310 program is to improve mobility for seniors and individuals with disabilities throughout the country, by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, FTA provides financial assistance for transportation services planned, designed and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas. A senior is an individual who is 65 years of age or older and the term 'disability' is defined in section 3(1) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).

**The Section 5310 “Other Section 5310 Projects” provides grant funds for capital and operating expenses to recipients for:**

- ▶ Public transportation projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities;
- ▶ Public transportation projects that exceed the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.);
- ▶ Public transportation projects that improve access to fixed route service and decrease reliance on complementary paratransit; and
- ▶ Alternatives to public transportation projects that assist seniors and individuals with disabilities with transportation.

### Federal/State/Local Cost Participation

The federal share for eligible operating costs may not exceed 50 percent of the net operating costs of the activity. The local share for eligible operating costs shall be not less than 50 percent of net operating costs, which is determined after deducting fares. The state does not participate in operating expenses.

## Eligible Sources of Local Match

All FTA formula program grants administered by NCDOT require the local match be provided from sources other than federal Department of Transportation funds. Examples of possible local match sources include:

- local or state appropriations
- dedicated tax revenues
- federal funds – non-USDOT
- private donations
- revenue from human services contracts and net income generated from advertising and concessions

**Fares collected from a proposed transit service cannot be used as matching funds.** The net cost of an operating budget is determined after deducting fares. NCDOT will only participate in the net operating cost.

**Note:** Income from contracts to provide human service transportation may be used either to reduce the net project cost (treated as revenue) or to provide local match for operating assistance. In either case, the cost of providing the contract service must be included in the total project cost. No FTA program funds can be used as a source of local match for other FTA programs, even when used to contract for service.

## Use of Other Non-USDOT Federal Funds for Local Match

The local match may be derived from federal funding programs other than DOT programs. Federal programs used as match must include funding for transportation. **To use these funds as local match for FTA funds, the cost of the activities funded by the non-DOT federal funds must be integrated into the total net project costs of the FTA grant.** The transportation activities funded by the non-USDOT federal funds must be inside the scope of the 5310 project to be used as part of your local match.

**Applicants are responsible for verifying the eligibility of non-USDOT federal funds the applicant proposes to use as their local match.**

---

The state-funded Rural Operating Assistance Program (ROAP) funds can also be used as matching funds. These funds are allocated to the county or to a transportation authority. Applicants should inquire with the county manager and/or county finance office about the availability of the ROAP funds.

---



## **Program Measures and Reporting Requirements**

This program has federally mandated reporting requirements. Grantees will be required to report on their project each time they make a claim for reimbursement from their funded grant.

**Quarterly reports will be required regardless of financial activity.** Grantees will submit both quantitative and qualitative information on each of the following measures:

### Traditional Section 5310 Projects

1. Gaps in Service Filled. Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities measured in numbers of seniors and people with disabilities afforded mobility they would not have without program support as a result of traditional Section 5310 projects implemented in the current reporting year.
2. Ridership. Actual or estimated number of rides (as measured by one-way trips) provided at least quarterly for individuals with disabilities and seniors, and Section 5310-supported vehicles, and services as a result of traditional Section 5310 projects implemented in the current reporting year.

### Other Section 5310 Projects

1. Increases or enhancements related to geographic coverage, service quality and/or service times that impact availability of transportation service for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.
2. Additions or changes to physical infrastructure (e.g. transportation facilities, sidewalks, etc.), technology and vehicles that impact availability of transportation services for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.
3. Actual or estimated number of rides (as measured by one-way trips) provided for seniors and individuals with disabilities as a result of other Section 5310 projects implemented in the current reporting year.

# ELIGIBILITY

---

## 2010 Census Related Eligibility Criteria

Under the FAST Act, the 5310 Program provides an apportionment to NCDOT to award to applicants from the rural and small urbanized areas of North Carolina. A small urbanized area encompasses a population of at least 50,000, but less than 200,000 as determined by the Bureau of Census. The small urbanized areas in North Carolina include the areas of Burlington-Graham, Gastonia, Goldsboro, Greenville, High Point, Jacksonville, New Bern and Rocky Mount. A rural area encompasses a population of fewer than 50,000 people that live outside a designated large or small urbanized area. Applicants must provide services in a small urbanized or rural area to be eligible for the 5310 funds administered by NCDOT. NCDOT will not accept or fund applications for projects in the large urbanized areas.

If a new applicant has a project approved for funding, the applicant must receive a pre-award audit before funding is granted. This is a Federal requirement.

## Eligible Section 5310 Project Applicants

Section 5310(b) provides that of the amounts apportioned to the state, not greater than 45 percent shall be available for other than traditional Section 5310 projects which are those public transportation projects that exceed the ADA minimum requirements; projects that improve access to fixed route service and decrease reliance by individuals with disabilities on ADA paratransit complementary service and projects that provide alternatives to public transportation that assist seniors and individual with disabilities with transportation.

Eligible applicants are limited to:

Private nonprofit organizations - Must be able to submit a copy of your IRS Tax Identification Number Certificate as proof of 501(c)(3) eligibility and attach a copy of the charter and bylaws as filed with North Carolina Department of Secretary of State.

Local governmental authorities - According to 49USCS 5302 a local governmental authority includes a political subdivision of the state, an Indian tribe, or a public corporation, board, or commission established under the laws of the state.

Private operators of public transportation that receive a Section 5310 grant indirectly through a recipient. - Must be able to document that they are and have been providing shared-ride service to the public or to special categories of users on a regular basis prior to the posting of this application. "Shared-ride" means two or more passengers in the same vehicle who are otherwise not traveling together. Every trip does not have to be shared-ride in order to be considered a shared-ride operator.

## Strategies or Activities to Address Needs or Gaps in Service

To be eligible for Section 5310 funding, the FAST Act requires projects and services funded through Section 5310 be derived from or included in a locally developed, Coordinated Public Transit – Human Service Transportation Plan; and that the plan was developed and approved through a process that includes the participation of seniors and individuals with disabilities, public and private transportation providers, community agencies and others stakeholders. FTA maintains flexibility in how projects appear in the coordination plan. The applicant’s proposed project may be identified as filling a transportation need, or as strategies and activities addressing an identified service gap or transportation coordination objective articulated and prioritized within the plan. This plan cannot be more than four (4) years old in air quality nonattainment and maintenance areas and five (5) years in air quality attainment areas.

The locally developed, Coordinated Public Transit –Human Service Transportation Plan includes 1) an assessment of available services that identifies current transportation providers, 2) an assessment of transportation needs for individuals with disabilities and seniors, 3) strategies, activities, and/or projects to address the identified gaps between current services and needs, as well as opportunities to improve efficiencies in service delivery, 4) priorities for implementation based on resources, time, and feasibility.

The applicant will be asked to provide the page number from the locally developed, Coordinated Public Transit-Human Services Transportation Plan that mentions or describes the strategy or action included in the application. **The application will not be considered unless a copy of the locally coordinated plan from the applicant’s service area is attached with the application documents.**

## Eligible Activities

### Other 5310 Projects

Up to 45 percent of the apportionments may be utilized for additional public transportation projects:

- That exceed the ADA minimum requirements,
- Improve access to fixed route service and decrease reliance by individuals with disabilities on ADA complementary paratransit service, or
- Provide alternatives to public transportation that assist seniors and individuals with disabilities with transportation.

Such projects must be planned and designed to meet the specific needs of seniors and individuals with disabilities, although the services may also be used by the general public. Some expenses are eligible under both categories of eligible expenses.

# Applying for Funds

---

## Application Introduction

Preparing a competitive Section 5310 Program application is a multi-step process. The application includes multiple forms to be completed and certain actions to be taken before the application deadline. Some of the forms are in Excel and Word format, and others are online forms that require passwords to access and complete. The information in your application becomes public record. Applicants should not include information that may be regarded as confidential. Applicants are encouraged to read through all of the documents in the package before beginning an application. **IMPORTANT: An applicant will be allowed to submit an unlimited number of applications for their small urban or rural service area. Duplicate projects within a service area will not be funded. Applicants can apply for one year of funding only. New applicants must pass a pre-award audit to be considered for funding.**

## Application Documents

The Section 5310 Program Application Package can be found on the NCDOT website at <https://connect.ncdot.gov/business/Transit/Pages/Transit-Grants.aspx>. The grant application package is in a single compressed (zipped) file. After downloading this file, unzip the file on your computer to access the individual documents and forms. This package will include the following:

## Enterprise Business Services Drop Box

The FY 2020 Section 5310 – Operating grant application must be transmitted through the online NCDOT Grants Module, Enterprise Business Services (EBS), **no later than 11:59 pm EST, Friday, November 2, 2018. EBS will close on Friday November 9, 2018 and no applications will be accepted after this date. An incomplete application will not be reviewed.** The documents identified in the Master Documents tab and the Section 5310 Operating tab on the Unified Application Checklist must be submitted as attachments in the **Drop Box** within EBS. Note that documents with original signatures must be scanned for electronic submittal (ensure that seal is visible for documents with seals) and some forms/other documents must be saved and attached in their original form (Microsoft Word/Excel), as indicated in the Unified Application Checklist.

All documents are to be uploaded in the “FY 2020 Application” tab in the Drop Box and must use the following naming convention: SystemName.FY.DocumentName; i.e. “CarolinaCo.FY20.TitleVIReport”. Mobility Development Specialists will review uploaded documents and attach them to the appropriate online budget forms which can be found in the EBS Search box under Programs at P2020\*, then select the 5310 Operating budget to complete.

Refer to the application package for Drop Box document uploading instructions.

For convenience, Transit systems may attach one zipped file containing all the supporting documents for all the grants applied for in addition to the 5311 Admin grant

### Application Process for FY 2020

DATES	TASK/EVENT
August 6, 2018	<ul style="list-style-type: none"> <li>▪ Grant Application Package Distributed</li> </ul>
Aug. 6 – Nov. 2, 2018	<ul style="list-style-type: none"> <li>▪ MDS' Available to Assist Grantees with</li> </ul>
November 2, 2018	<ul style="list-style-type: none"> <li>▪ Grant Application Due to NCDOT (including Project Funding Request</li> </ul>
November 9, 2018	<ul style="list-style-type: none"> <li>▪ Partner Connect will close and no applications will be accepted after this date</li> </ul>
Nov. 2018 – Jan. 2019	<ul style="list-style-type: none"> <li>▪ Grant Application Review Process</li> </ul>
January - March 2019	<ul style="list-style-type: none"> <li>▪ PTD makes funding recommendation to NCDOT BOT</li> </ul>
April – June 2019	<ul style="list-style-type: none"> <li>▪ FTA grant review and award for federal funding</li> </ul>
July 1, 2019	<ul style="list-style-type: none"> <li>▪ Effective date of one year grant agreement</li> </ul>



# General Guidance

---

## Federal and State Compliance

Grantees that receive only Section 5310 assistance are not subject to FTA's Drug and Alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's Licenses (49 CFR part 382). Section 5311 grantees that also receive funding under one of the covered FTA programs should include any employees funded under Section 5310 projects in their testing program. An FTA compliant testing program, as required by the receipt of FTA operating or capital funding (5307, 5309, 5311), can be used for Section 5310 employees; there is no need to have two testing programs. Employees of a grantee of Section 5310 funds from a designated recipient of another FTA program (such as 5307 or 5311) should also be included in the designated recipient's testing program.

There will be other contractual provisions the applicant must agree to. A first time grantee is subject to pre-award audits. Applicants who become grantees will also be required to compile reports for NCDOT so that we can prepare progress reports for the Federal Transit Administration. Grantees will provide these reports each time they enter a claim in the EBS Grants System. Quarterly reports are required regardless of financial activity.

## Procurement and Third Party Contracting

Procurement and third party contracting activities are primarily the responsibility of the subrecipient. Subrecipients should follow established local procedures and applicable state or federal standards in accordance with the North Carolina Consolidated Procurement Code (as amended). The procurement and contract standards set forth under N.C. G. S. 143 Article 8 and FTA Circular 4220.1F shall apply to the procurement of all goods and services the subrecipient will purchase under the project contract.

For more information on procurement and third party contracting refer to the *Procurement and Third Party Contracting* document and *Circular 4220.1F, Third Party Contracting Guidance*.

# Preparing to Apply

## Master Application Documentation

The project must be derived from the unmet needs or gaps in service listed in the locally developed, Coordinated Public Transportation-Human Services Plan, having this plan at hand will help begin the project planning. The applicant will need to list the pages from the plan that include the strategies or activities used in the project and include an electronic copy of the plan with the application.

Applicants are strongly encouraged to review the federal Certifications and Assurances as you are preparing to begin the application. The Certifications and Assurances contain various federal requirements the applicant must comply with before and during the project. There will be additional contractual provisions to comply with if the project is funded.

The forms in the application package were prepared in Microsoft Excel or Word format. The applicant will enter information into table cells, click on check boxes and/or enter paragraphs of narrative. Some of the forms require a signature, a corporate seal and/or need to be notarized. These should be added to the form after it is completed in Excel or Word and printed. An unsigned document is considered incomplete.

The documents below represent the master set of documents that apply to all grant applications. Transit systems who have completed them for a 5311 or 5307 grant do not need to complete an additional set. Section 5310 Program Application Checklist **tab** on the Unified Application Checklist is a companion list to the master list of the documents you must include when you submit your 5310 application (an example of an additional document is a map of the service area). Some documents require a signature, seal, and/or to be notarized, make sure all requirements for the individual documents are complete. Use the checklists to help you plan your work from the beginning. An incomplete application will not be reviewed until all documents are complete.

	<i>DOCUMENTS</i>	<i>COMMENTS</i>
1	<i>Authorizing Resolution</i>	Each applicant will accurately complete and submit with its grant application a Governing Board Approved Transportation Program authorizing resolution. The Transportation Program Resolution is for Federal and State funded projects that provide general public transportation.

2	<b><i>Certifications and Assurances, Attorney's Affirmation, Lobbying Certification, Equivalent Service Certification, and 5333(b) Labor Warranty</i></b>	<p>In accordance with 49 U.S.C. 5323(n), Certifications and Assurances have been compiled for the North Carolina Community Transportation Program. NCDOT requires sub-recipients to certify to all applicable categories.</p> <p>Certifications and Assurances documents are received from the FTA. All State and Federal certification documents will be distributed as a package upon receipt of federal documents.</p>
3	<b><i>Title VI Certification</i></b>	<p>All Recipients of FTA and State funds must comply with Title VI of the 1964 Civil Rights Act, Section 601. Title VI states that "No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."</p> <ul style="list-style-type: none"> <li>▪ Additional federal information may be found in FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," dated October 1, 2012 at: <a href="http://www.fta.dot.gov/documents/FTA_Title_VI_FINAL.pdf">http://www.fta.dot.gov/documents/FTA Title VI FINAL.pdf</a></li> </ul>
4	<b><i>Disadvantaged Business Enterprise (DBE) Certification</i></b>	<p>All recipients and sub-recipients of grant funds from the FTA and/or the State of North Carolina must participate in the DBE Program/Minority Business Enterprises (MBE) Program. DBE Program information may be found at <a href="https://apps.dot.state.nc.us/vendor/directory/">https://apps.dot.state.nc.us/vendor/directory/</a>. All required actions are marked with an * and must be done or explained why not completed. Verification must be kept on file for 5 years post-close of the grant.</p>
5	<b><i>DBE/MBE/WBE/HUB Anticip. Vendor Award</i></b>	<p>Expected DBE/MBE/WBE/ and HUB to be used in FY2020.</p>

6	<i>Public Hearing Notice</i>	<p>As part of the Combined Capital application, a public hearing must be held in front of the applicant’s governing body. The public hearing may cover multiple grant requests to include 5311, Appalachian Program, 5310 Enhanced Mobility for Seniors and Individuals with Disabilities, and ROAP. The applicant must publish one public notice in a newspaper(s) having general circulation in the project’s proposed service area. It is recommended that the Public Hearing Notice provide a minimum of seven (7) calendar days’ notice and a maximum of fourteen (14) calendar days’ notice between the time that the Public Hearing Notice is published in the newspaper and the actual public hearing date. In accordance with the DOT LEP Guidance, 70 FR 74087, (December 14, 2005), a public notice will also be published in <b>Spanish</b> in counties that have 1,000 or 5% of their population that speaks Spanish at home, but speaks English less than well. <b>Applicants in the counties listed in Appendix C <a href="#">MUST</a> publish a public hearing notice in English <u>and</u> Spanish.</b> <b>PTD is not including a Spanish version of the public notice in the application package. Applicants should have the public notice translated locally to ensure the accuracy of the translation.</b></p>
7	<i>Public Hearing / Public Hearing Record / Public Hearing Minutes</i>	<p>The applicant must hold a public hearing on the proposed project(s) to allow members of the community the opportunity to comment on transportation needs and the grant application. <b>Each grant request (i.e., 5311, Appalachian, 5310, or ROAP) must be addressed individually with the hearing formally opened and closed, and reflected in the minutes.</b> During the hearing the public should explicitly be asked if they wish to comment on the proposed funding. The public hearing will be held before the governing board.</p> <ul style="list-style-type: none"> <li>▪ County Commissioners - county applicants</li> <li>▪ Board of Directors - non-profit applicants</li> <li>▪ Authority Board of Directors or Executive Board - public transportation authorities</li> <li>▪ City/Town Council - municipalities</li> </ul> <p>The Clerk/Secretary to the Board must complete, sign and certify the Public Hearing Record form. Either indicate that NO public comments were made <u>or</u> public comments were made and enter the estimated date for board approval of meeting minutes. <b>A copy of the board approved minutes must be submitted to support the Transportation Program Resolution and if there were any public comments made.</b></p>

8	<b>Public Hearing Outreach</b>	<p>Outreach efforts beyond holding a public hearing must be conducted to inform the public including minorities, women, elderly, disabled, LEP, low income individuals, and persons who are not human service agency clients, about the availability of CTP funds and to discuss transportation service needs. These efforts should include, but are not limited to surveys, presentations to groups, committees, fliers and/or posters. The intent is to remove barriers and conditions that prevent these groups from receiving access, participation and benefits of the CTP funded services.</p> <p>Services and benefits must be distributed in a non-discriminatory manner. Title VI of the Civil Rights Act of 1964 applies. This form should include a <u>DETAILED DESCRIPTION</u> of public hearing outreach efforts by the applicant to inform the public <u>(INCLUDING MINORITY, WOMEN, ELDERLY, DISABLED, LIMITED ENGLISH PROFICIENCY (LEP), AND LOW INCOME INDIVIDUALS)</u> about the public hearing to comment on the Community Transportation Grant application.</p>
9	<b>Local Share Certification for Funding</b>	<p>The Legal Applicant must certify to the North Carolina Department of Transportation that the required local funds for the FY2020 Community Transportation Program will <u>be</u> available as of July 1, 2019 for FY2020, which has a period of performance of July 1, 2019 – June 30, 2020</p>
10	<b>Surface Transportation Providers</b>	<p>List of all private transportation providers.</p>
11	<b>Transportation Advisory Board Composition or Governing Board</b>	<p>Each applicant is <u>REQUIRED</u> to have a Transportation Advisory Board (TAB) or a Governing Board. A TAB/Governing Board is made up of stakeholders from the service area that care about the services provided by the transit system. The make-up of the TAB/Governing Board is representative of the various target audiences in the service area and includes one or more actual passengers of the transit system. An “<u>ACTIVELY ENGAGED</u>” Transportation Advisory Board/Governing Board is expected to discuss unmet needs in the service area, service design and scheduling, billing rates and fares, and to resolve complaints. They also monitor compliance with federal regulations and the status of any deficiencies noted in any official federal, state or local review or report.</p>



12	<i>Equal Employment Opportunity (EEO)</i>	<p>Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds:</p> <ul style="list-style-type: none"> <li>a. Employees <b>100</b> (<i>*new</i>) or more transit-related employees*; <b>and</b></li> <li>b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of \$1 million in the previous Federal fiscal year; <b>or</b></li> <li>c. Request and receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous Federal fiscal year.</li> <li>d. Employers with <b>50-99</b> (<i>*new</i>) employees must have a plan and keep it on site and available if requested.</li> </ul>
13	<i>Project Funding Request Form</i>	<p><b>Attention:</b> The Project Funding Request Form (Page 1) must be completed by all systems for each budget requested and placed in the grant application. <b>In FY 2020 no new projects have been approved for funding in the Strategic Transportation Investment (STI) process. This includes Expansion Vehicles, Facilities, and Fixed Guideway.</b></p>
14	<i>Conflict of Interest Form(s)</i>	<p>All TAB and/or Governing Board members must sign an <b>annual</b> Conflict of Interest form. Signed forms must be scanned and uploaded.</p>
15	<i>DUNS Verification Form</i>	<p>All applicants must verify that their DUNS number has been verified and is active. A copy of the verification is a document to be uploaded into EBS. Refer to application package for instructions and sample.</p>
16	<i>Application Checklist</i>	<p>Attach completed checklist showing all other required documents that are to be uploaded into Partner Connect</p>

## Metropolitan Transportation Improvement Plans (MTIP)

The FTA requires that projects receiving funds under Sections 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities Program address the unmet transportation needs or gaps in service as described in the locally developed, Coordinated Public Transportation- Human Service Plan. If the proposed service is within an urbanized area, the project must be listed in the MTIP if it is funded. Grantees preparing to operate a 5310 funded service in a small urbanized area should notify the MPO staff immediately that they have applied for funding from these programs. This will allow the MPO staff and committee to begin the process of amending the MTIP and requesting an amendment of the STIP before the project is presented to FTA.

## Section 5310 Program Application

The Section 5310 Program application includes the following three parts:

- Part I – Applicant Information. This part includes business and location information about the applicant. The applicant will need to provide a DUNS number in this part of the application. The DUNS number is a unique nine-digit number issued by Dun & Bradstreet and required for all applicants. A DUNS number may be obtained free of charge at <http://fedgov.dnb.com/webform>.
- Part II – Project Information. In this part, the applicant identifies which of the funding programs they are applying for, how much support the applicant is applying for, and information about the scope of the proposed project.
- Part III – Project Description. This part includes questions that ask the applicant to defend the need for the project, to describe planning and implementation details, and to demonstrate organizational preparedness and fit. NCDOT will be deciding whether the applicant's project is worthy of funding based on the answers to the questions. The details are important and applicants should provide much more than brief answers to these questions.

## Missed Deadline and Incomplete Applications

An incomplete application will result in the application being returned for correction. Only complete applications will be reviewed. Applicants are strongly encouraged to refer to the Application Checklist to assure the completeness of the application. If you have questions, there is a list of Mobility Development Specialists that can provide more information and assistance. Applications are due on or before **November 2, 2018**. Partner Connect will close on **November 9, 2018** and applications will **not** be accepted after this date. **Do not mail applications to NCDOT.**

# Project Evaluation and Selection

---

## Project Evaluation

Completed applications received by November 2, 2018 will be considered through the state's competitive selection process. As the designated recipient with program authority, the NCDOT-Public Transportation Division will coordinate this process and set priorities.

## Scoring Criteria

The following information will be used to evaluate and rate project applications.

### A. Statement of Needs (10 points)

Project applications should clearly describe the need for the project and demonstrate how the project is consistent with the objectives and requirements of the 5310 grant program and included in the locally developed, Coordinated Public Transit-Human Service Transportation Plan (LCP). The project application should indicate the number of persons expected to be served, and the number of trips (or other units of service) expected to be provided. The connection between the project and the LCP should be clear.

### B. Project Planning and Implementation (35 points)

For all projects, applicants must provide a well-defined service operations plan and/or capital procurement plan, and describe the implementation steps and timelines for carrying out the plan. The applicant's plan should include such details as coordination, eligibility determination processes, marketing, service delivery, and data collection. Supporting documentation will be reviewed if provided.

### C. Project Budget and Grants Management (20 points)

Applicants must submit a complete project budget, indicating anticipated project expenditures and revenues, including documentation of matching funds. The application should address long-term efforts and identify potential funding sources for sustaining the service beyond the grant period.

### D. Program Effectiveness and Evaluation (10 points)

The project will be scored based on the applicant's identification of clear, measurable outcome-based performance measures to track the effectiveness of the service. The applicant should be monitoring and evaluating the service throughout the period of performance.

### D. Organizational Preparedness and Technical Capacity (25 points)

Projects should be a good fit in the applicant's organization. The applicant must demonstrate that it has staff with the technical experience to manage or operate a transportation service. In addition, the applicant must show that they are prepared to monitor and provide safe services.

## Project Evaluation Score Sheet

**IMPORTANT:** Is the project included in the LCP? Are matching funds from allowable sources and are they included in the scope of the project? If the answer is NO, do not continue the review and scoring process.

<b>Project Evaluation Criteria</b>	<b>Possible Points</b>
<b>Statement of Needs</b>	<b>10</b>
Is application complete? <b>If not, do not continue.</b>	
Is the project consistent with the objectives of the grant program?	5
Will the project increase or enhance the availability of transportation for the population targeted by the 5310 Program?	5
<b>Project Planning and Implementation</b>	<b>35</b>
Are coordination efforts and/or partnerships involved in the project?	10
Is the timeline realistic?	5
Did the applicant mention a process for determining the eligibility of individuals using the service?	5
Did the applicant mention collecting data and/or documenting the delivery of services?	5
Did the applicant include plans to market to the target group and promote public awareness of their project?	5
Is there evidence the applicant has done all the necessary planning and is ready to begin the project upon being funded?	5
<b>Project Budget</b>	<b>20</b>
Were all the necessary budgets completed and submitted?	10
Are the certified local match sources for the project also listed in the budget as matching funds?	5
Does the applicant report a long-term commitment to the project to continue the effort beyond the availability of the requested grant resources?	5
<b>Program Effectiveness and Evaluation</b>	<b>10</b>
Did the applicant provide measurable indicators of success?	5
Will the applicant measure customer satisfaction as one of their success measures?	5
<b>Organizational Preparedness</b>	<b>25</b>
Is the project a good fit in the applicant's organization?	5
Does the applicant have experience in managing transportation projects or operating passenger transportation?	10
Does the agency have qualified staff to run the project?	5
Is the applicant going to do any training, vehicle maintenance, inspection or monitoring to manage risk and to provide safe services?	5

## Appendix A – Definitions

### Definitions

**Accessible Taxi** – An accessible taxi is a vehicle that is used by a private provider of on-demand transportation service to the public that is regulated and licensed for such use by the municipality, county, or other government entity. An accessible taxi is one which has the capacity to accommodate a passenger who uses a wheelchair as defined in DOT Final Rule.

**Americans with Disabilities Act (ADA)** – Public Law 336 of the 101<sup>st</sup> Congress, enacted July 26, 1990 (42 U.S.C. 12101 et seq.) The ADA prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation.

**Applicant**- An eligible entity that has submitted an application for funding, but which has not yet been awarded a grant for the funding cycle.

**Competitive Selection Process** - A process to rank and choose which projects will be funded. The projects selected must be derived from a locally developed, Coordinated Public Transit-Human Services Transportation Plan.

**Disability** – The term ‘disability’ has the same meaning as in section 3(l) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102) The term “disability” means, with respect to an individual –

- A. A physical or mental impairment that substantially limits one or more major life activities of such individual;
- B. A record of such an impairment; or
- C. Being regarded as having such an impairment.

**Federal Transit Administration** – The agency under the U.S. Department of Transportation that provides financial assistance to develop new transit systems and improve, maintain, and operate existing systems.

**Grantee** – Also referred to as a sub-recipient, a grantee is an eligible entity that has applied for funds, has been awarded funds, and has executed a contract with the designated recipient of FTA funds.

**Human Service Transportation** – means transportation services provided by or on behalf of a human service agency to provide access to agency services and/or to meet the basic, day-to-day mobility needs of transportation-disadvantaged populations, especially individuals with disabilities, older adults, and people with low incomes.

**Lead Planning Agency** - The agency selected at the local level to lead the planning process for development of the coordinated public transit-human services transportation plan.



**Locally Developed, Coordinated Public Transit-Human Services Transportation Plan** - Means a plan that identifies the transportation needs of individuals with disabilities, older adults and people with low incomes and provides strategies for meeting those local needs and prioritizes transportation services for funding and implementation.

**Mass Transportation or Mass Transit** – Synonymous with public transportation.

**Mobility Management** - Consists of short-range planning and management activities and projects for improving coordination among public transportation and other transportation-service providers carried out by a recipient or subrecipient through an agreement entered into with a person, including a government entity, under 49 U.S.C. Chapter 53 (other than Section 5309). Mobility management does not include operating public transportation services.

**Non-profit Organization** - Means a corporation or association determined by the Secretary of the Treasury to be an organization described by 26 U.S.C. 501(c) which is exempt from taxation under 26 U.S.C. 501(a) or one which has been determined under state law to be non-profit and for which the designated state agency has received documentation certifying the status of the non-profit organization.

**Paratransit** – Type of passenger transportation which is more flexible than conventional fixed-route transit but more structured than the use of private automobiles. Most often refers to wheelchair-accessible, demand response service.

**Preventive Maintenance** – All maintenance costs related to vehicles and non-vehicles. Specifically, it is defined as all the activities, supplies, materials, labor, services and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner, up to and including the current state of the art for maintaining such an asset.

**Public Transportation** – Regular, continuing shared ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income, and does not include: intercity passenger rail provided by Amtrak, intercity bus service, charter bus service, school bus service, sightseeing service, courtesy shuttle service for patrons of one or more specific establishments, or intra-terminal or intra-facility shuttle services.

**Purchase of Services or Purchased Transportation** - Transportation services provided to an entity from a public or private transportation provider based on a written contract. The provider is obligated in advance to provide a transportation service for the entity using its own employees in vehicles operated by the provider. Purchased transportation does not include franchising, licensing operations, management services, cooperate agreements, or private conventional bus service.

**Recipient** - Means a state agency designated by the governor to receive funds apportioned by formula to the states under Federal Section 5310, 5316, or 5317. NCDOT is the designated agency in North Carolina for the Section 5310 Program in rural areas and small urban areas.

**Rural Area** – The term ‘rural area’ means an area encompassing a population of fewer than

50,000 people that has not been designated in the most recent decennial census as an “urbanized area” by the Secretary of Commerce.

**Senior** – The term ‘senior’ means an individual who is 65 years old or older.

**Small urbanized areas** - As used in the context of FTA formula grant programs are urbanized areas (UZA) with a population of at least 50,000 but less than 200,000 as determined by the Bureau of Census. The small urbanized areas in North Carolina include the areas of Burlington-Graham, Gastonia, Goldsboro, Greenville, High Point, Jacksonville, New Bern and Rocky Mount.

**Subrecipient** - Refers to a state or local governmental agency, non-profit organization or operator of public transportation services, including private operators of public transportation services that receives a grant under Federal Section 5310, 5316, or 5317 indirectly through a recipient.

**Traditional Section 5310 Projects** – Traditional Section 5310 projects are those public transportation capital projects planned, designed and carried out to meet the special needs of seniors and individuals with disabilities. **For FY2020 there will be a separate Capital application for Purchase of Service projects from non-CT systems.**

**Urbanized Area** - Means an area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an “urbanized area” by the Secretary of Commerce. **Small urbanized areas** as used in the context of FTA formula grant programs are urbanized areas with a population of at least 50,000 but less than 200,000.

## Appendix B

### Public Hearing Notice in Spanish Required

County population includes at least 1000 persons  
who speak Spanish at home and English "less than well."

Alamance County, North Carolina  
Alleghany County, North Carolina  
Bladen County, North Carolina  
Brunswick County, North Carolina  
Buncombe County, North Carolina  
Burke County, North Carolina  
Cabarrus County, North Carolina  
Catawba County, North Carolina  
Chatham County, North Carolina  
Cleveland County, North Carolina  
Columbus County, North Carolina  
Craven County, North Carolina  
Cumberland County, North Carolina  
Davidson County, North Carolina  
Davie County, North Carolina  
Duplin County, North Carolina  
Durham County, North Carolina  
Forsyth County, North Carolina  
Franklin County, North Carolina  
Gaston County, North Carolina  
Granville County, North Carolina  
Greene County, North Carolina  
Guilford County, North Carolina  
Harnett County, North Carolina  
Henderson County, North Carolina  
Hoke County, North Carolina  
Iredell County, North Carolina

Johnston County, North Carolina  
Lee County, North Carolina  
Lenoir County, North Carolina  
Lincoln County, North Carolina  
Mecklenburg County, North Carolina  
Montgomery County, North Carolina  
Moore County, North Carolina  
Nash County, North Carolina  
New Hanover County, North Carolina  
Onslow County, North Carolina  
Orange County, North Carolina  
Pender County, North Carolina  
Pitt County, North Carolina  
Randolph County, North Carolina  
Robeson County, North Carolina  
Rockingham County, North Carolina  
Rowan County, North Carolina  
Sampson County, North Carolina  
Stanly County, North Carolina  
Surry County, North Carolina  
Union County, North Carolina  
Vance County, North Carolina  
Wake County, North Carolina  
Wayne County, North Carolina  
Wilkes County, North Carolina  
Wilson County, North Carolina  
Yadkin County, North Carolina

## Appendix C

### REGIONAL MOBILITY DEVELOPMENT SPECIALISTS CONTACT INFORMATION

<b>RYAN MAYERS</b> 919-707-4694 <a href="mailto:ramayers@ncdot.gov">ramayers@ncdot.gov</a> Urban	<b>PAMELA DIGIOVANNI</b> 919-707-4680 <a href="mailto:pmdigiovanni@ncdot.gov">pmdigiovanni@ncdot.gov</a> Urban	<b>PHILLIP VEREEN (Interim)</b> 919-707-4690 <a href="mailto:plvereen@ncdot.gov">plvereen@ncdot.gov</a> Small Urban	<b>MATT WATTERSON</b> 919-707-4682 <a href="mailto:mjwatterson@ncdot.gov">mjwatterson@ncdot.gov</a> Small Urban
<b>BUNCOMBE</b> <b>HAYWOOD (MT PROJECTS)</b> <b>WESTERN CAROLINA</b> Henderson(WCCA) Asheville WPRTA (Alexander, Burke,Caldwell,Catawba) <b>DURHAM</b> <b>JOHNSTON</b> <b>ORANGE</b> <b>WAKE</b> Chapel Hill Go Cary Go Durham Go Raleigh Go Triangle <b>BRUNSWICK / Myrtle Beach</b> MPO <b>NEW HANOVER / WAVE</b>	<b>IREDELL</b> <b>MECKLENBURG</b> <b>UNION</b> Charlotte Area Transit System <b>(CATS)</b> <b>DAVIDSON</b> <b>GUILFORD</b> <b>FORSYTH / Winston-Salem</b> Greensboro High Point (sm) Piedmont Authority (PART) <b>CUMBERLAND</b> <b>HOKE</b> Fayetteville <b>ROWAN</b> Concord Salisbury <b>CABARRUS</b>	<b>CARTS smpo</b> (Craven,Jones,Pamlico) <b>ONslow</b> <b>PITT</b> Greenville smpo Jacksonville smpo <b>LEE</b> <b>MOORE</b> RCATS (Montgomery, Randolph) ARHS (Camden,Chowan, Currituck,Pasquotank, Perquimans) CPTA (Bertie,Halifax, Hertford, Northampton) KARTS (Vance, Warren, Franklin, Granville) WILSON City / County	<b>YVEDDI (Davie,Stokes,</b> <b>Surry, Yadkin)</b> <b>APPALCART (Watauga)</b> <b>CLEVELAND</b> <b>GASTON smpo</b> <b>LINCOLN</b> Gastonia <b>TAR RIVER TRANSIT smpo</b> (Edgecombe, Nash) <b>WAYNE smpo</b> <b>ALAMANCE</b> <b>CHATHAM</b> Burlington smpo
<b>ALEXIUS FARRIS</b> 919-707-4698 <a href="mailto:aafarris@ncdot.gov">aafarris@ncdot.gov</a> Rural	<b>JENNIFER BAPTISTE</b> 919-707-4679 <a href="mailto:jcbaptiste@ncdot.gov">jcbaptiste@ncdot.gov</a> Rural	<b>BERNARD CLARK</b> 919-707-4678 <a href="mailto:bbclark2@ncdot.gov">bbclark2@ncdot.gov</a> Rural	<b>KEVIN EDWARDS</b> 919-707-4695 <a href="mailto:kbedwards2@ncdot.gov">kbedwards2@ncdot.gov</a> Rural
<b>AVERY</b> <b>MADISON</b> <b>MITCHELL</b> <b>YANCEY</b> <b>HARNETT</b> <b>PENDER</b> <b>SAMPSON</b> <b>DARE</b> <b>HYDE (Hyde, Tyrrell)</b>	<b>MCDOWELL</b> <b>POLK</b> <b>RUTHERFORD</b> <b>BLADEN</b> <b>COLUMBUS</b> <b>ROBESON (SEATS)</b> <b>CARTERET</b> <b>DUPLIN</b> <b>GREENE</b> <b>LENOIR</b>	<b>CHEROKEE</b> <b>GRAHAM</b> <b>SWAIN</b> <b>ALLEGHANY</b> <b>ASHE</b> <b>WILKES (WTA)</b> <b>BEAUFORT</b> <b>GATES</b> <b>MARTIN</b> <b>WASHINGTON</b>	<b>CLAY</b> <b>JACKSON</b> <b>MACON</b> <b>TRANSYLVANIA</b> <b>CASWELL</b> <b>PERSON</b> <b>ROCKINGHAM</b> <b>RICHMOND</b> <b>SCOTLAND</b> <b>STANLY</b> <b>ANSON</b>

ARHS - ALBEMARLE REGIONAL HEALTH SERVICES dba ICPTA – INTER-COUNTY PUBLIC  
 TRANSPORTATION AUTHORITY  
 CARTS – CRAVEN AREA RURAL TRANSIT SYSTEM  
 CATS – CHARLOTTE AREA TRANSIT SYSTEM  
 CFPTA – CAPE FEAR PUBLIC TRANSPORTATION AUTHORITY (WAVE TRANSIT)  
 CPTA – CHOANOKE PUBLIC TRANSPORTATION AUTHORITY  
 FAST – FAYETTEVILLE AREA SYSTEM OF TRANSIT  
 GATEWAY or GWTA – GOLDSBORO-WAYNE TRANSIT AUTHORITY  
 KARTS - KERR AREA REGIONAL TRANSPORTATION SYSTEM  
 PART – PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION  
 RCATS – REGIONAL COORDINATED AREA TRANSPORTATION SYSTEM (RANDOLPH)  
 SEATS – SOUTH EAST AREA TRANSIT SYSTEM (ROBESON)  
 TRT – TAR RIVER TRANSIT  
 WCCA – WESTERN CAROLINA COMMUNITY ACTION  
 WPRTA – WESTERN PIEDMONT REGIONAL TRANSIT AUTHORITY  
 WTA – WILKES TRANSIT AUTHORITY  
 YVEDDI – YADKIN VALLEY ECONOMIC DEVELOPMENT DISTRICT, INC.

## Appendix D

### Overview of Counties with Large Urban Areas

Buncombe County, North Carolina

Cabarrus County, North Carolina

Cumberland County, North Carolina

Davidson County, North Carolina

Durham County, North Carolina

Forsyth County, North Carolina

Guilford County, North Carolina

Henderson County, North Carolina

Haywood County, North Carolina

Hoke County, North Carolina

Iredell County, North Carolina

Mecklenburg County, North Carolina

New Hanover County, North Carolina

Orange County, North Carolina

Rowan County, North Carolina

Wake County, North Carolina

Union County, North Carolina

\*Alexander County, North Carolina (WPRTA)

\*Burke County, North Carolina (WPRTA)

\*Caldwell County, North Carolina (WPRTA)

\*Catawba County, North Carolina (WPRTA)

*\*WPRTA – WESTERN PIEDMONT REGIONAL TRANSIT AUTHORITY*

Updated August 31, 2015

**SECTION 5311, 5310, 5339, Consolidated Capital, 5307 or State Funds Call for Projects**  
**TITLE VI PROGRAM REPORT**

Legal Name of Applicant: **Dare County**  
 (Complete either Part A or Part B; and Part C)

**Part A – No complaints or Lawsuits Filed**

I certify that to the best of my knowledge, **No complaints or lawsuits** alleging discrimination have been filed against **Dare County Transportation System** during the period **July 1, 2017 through June 30, 2018**.

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
 Bobby Outten, Dare County Manager

\_\_\_\_\_  
**Type Name and Title of Authorized Official**

**Part B – Complaints or Lawsuits Filed**

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against \_\_\_\_\_ *Transit System Name*) during the period **July 1, 2017 through June 30, 2018**.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Type Name and Title of Authorized Official**

**Part C - Title VI Plan**

Do you currently have a Title VI Plan: \_\_\_\_\_

Date of last plan update: \_\_\_\_\_





*Consent Agenda*

**Description**

1. Approval of Minutes (09.17.18)
2. Report on Water Capital Improvements Plan - Capital Project Ordinance & Budget Amendment for FY2019
3. 3-Year Contract for Metro Ethernet Services & Contract to Install Fiber Optic Cable
4. 3-Year Contract for Outbound Internet Services

**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

**5:00 p.m., September 17, 2018**

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

Commissioners absent: None

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](http://www.darenc.com).

Chairman Woodard called the meeting to order at 5:01 p.m. He invited Rev. Fran Peel to share a prayer, and then he led the Pledge of Allegiance to the flag.

#### **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 –

- Chairman Woodard provided a comprehensive review of Dare County’s preparation and action related to Hurricane Florence. He explained that the mandatory evacuation ordered by the Dare County Control Group was done in order to protect public safety based on information from the National Weather Service and the National Hurricane Center as the hurricane was approaching the Carolina coast in an uncertain track as a possible category 4 storm. The Chairman recapped the meetings that were held by the Control Group, which consists of the Dare County Chairman, each of the six municipal Mayors, the National Park Superintendent, and Sheriff Doughtie. A report was given on the strategic mobilization of equipment by NCDOT and the steps that were taken by EMS, the Sheriff’s Office, Health & Human Services, and other County Departments to safeguard public safety related to the storm. Commissioners joined the Chairman in voicing concern for the people in the areas of North and South Carolina that were hard hit by Hurricane Florence and expressed gratitude that Dare County did not sustain a direct hit from this storm.

## **ITEM 2 – DISCUSSION OF HURRICANE FLORENCE**

The County Manager echoed the thoughts expressed by Chairman Woodard and commended staff for their storm related efforts. Mr. Outten explained that the preparation and planning process done by County departments throughout the year is what enables emergency operations to go as smoothly as possible during storm activation. The American Red Cross and other community partners were recognized for their assistance and residents and visitors were thanked for their cooperation in heeding storm warnings.

## **ITEM 3 – 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. Carolyn Self, on behalf of the American Red Cross, thanked Emergency Management Director Drew Pearson for the County's help and support during Hurricane Florence. She explained that the American Red Cross appreciates its relationship with Dare County in helping people be prepared for these type of events.
2. Tom Murphy, a Rodanthe resident, thanked Chairman Woodard and all those who worked during Hurricane Florence. He asked for a clarification of who is on the Dare County Control Group and the Chairman outlined who serves on the panel. Mr. Murphy reported that Radio Hatteras was on the air throughout the entire storm.

*There were no comments made in Buxton –*

## **ITEM 4 – PROCLAMATION – ALZHEIMER'S AWARENESS**

The County Manager, on behalf of Gail Sonnesso and GEM Day Services, presented a proclamation designating September as World Alzheimer's Disease Awareness Month.

### **MOTION**

Commissioner House and Commissioner Shea motioned to approve the Proclamation. Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

## **ITEM 5 – AWARD OF FY2018-2019 CIP EQUIPMENT FINANCING (Att. #1)**

Finance Director David Clawson briefed the Board on proposals that were received for the financing of equipment that was approved in the FY2018-2019 Capital Improvements Plan in the amount of \$1,266,611. He reported that eight financial institutions responded and explained that The Bancorp Bank submitted the lowest total cost proposal for a four year term at a rate of 2.65%.

### **MOTION**

Commissioner Tobin motioned to adopt the Resolution awarding the four year financing to the Bancorp Bank and authorize the Manager and staff to execute all necessary documents. Commissioner House seconded the motion.

VOTE: AYES unanimous

### **ITEM 6 – REQUEST FOR QUALIFICATION – DARE COUNTY ANIMAL SHELTER**

The County Manager outlined the RFQ (Request For Qualification) responses that were received for design services for a new animal shelter. He said five firms responded and explained how they were evaluated by the selection committee. Mr. Outten asked the Board to approve moving forward with the Guernsey Tingle firm and noted that their experience with animal care centers in Virginia and North Carolina was a determining factor.

#### **MOTION**

Commissioner Shea motioned to select Guernsey Tingle and authorize the County Manager to negotiate a contract to be brought back to the Board for approval.

Commissioner House seconded the motion.

VOTE: AYES unanimous

### **ITEM 7 – 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 (09.04.18) **(Att. #2)**

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

### **ITEM 8 – BOARD APPOINTMENTS**

- 1) Dare County Transportation Advisory Board

Commissioner Shea motioned to appoint Chuck Lycett to the seat held by Jay Burrus.

Vice Chairman Overman seconded the motion.

VOTE: AYES unanimous

- 2) Nursing Home Community Advisory Council

Commissioner Tobin and Commissioner House motioned to appoint Mary Pendill.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

### **ITEM 9 – 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 Couch**

- Expressed gratitude to Emergency Management Director Drew Pearson and Public Information Officer Dorothy Hester for their hard work during Hurricane Florence. He also thanked the Hatteras Island Rescue Squad and the Dare County Sheriff's Office. Commissioner Couch described humanitarian relief efforts that are being taken by watermen on Ocracoke and Hatteras who are using their boats to haul much needed supplies to those on the Carolina coast who were hard hit by Hurricane Florence.

Commissioner Tobin

- Asked for prayers for the people living in the storm impact area. He noted that many marinas in North and South Carolina have been wiped out. Commissioner Tobin described the status of local navigational aids and markers in the wake of the storm.
- Asked the Board to address the serious problem that people in East Lake, Stumpy Point, and Manns Harbor are having with bears. The County Manager gave a briefing on the dumpsters that have been put out, which has not solved the problem. Mr. Outten reported that bear proof trash cans are available at a cost of \$250 each plus tax and shipping. He added that there is an eight to nine week turnaround for delivery. He asked the Board to consider buying 200 bear proof cans at a cost of approximately \$50,000. He recommended that these cans then be made available to residents for \$85 if picked up, or \$96 if delivered. He explained that those receiving social service benefits will be provided one at no cost. He noted that staff will consider using another vendor if one can be found with a shorter turnaround time for a similar product.

**MOTION**

Commissioner Tobin motioned to approve the purchase of 200 bear proof trash containers as outlined by the County Manager and authorize the Manager to execute the related Budget Amendment.

Commissioner House seconded the motion.

VOTE: AYES unanimous

Commissioner Ross

- Thanked Chairman Woodard for the clarification that was given on the composition of the Dare County Control Group.
- He commended Gail Sonnesso and GEM for their tireless efforts on behalf of those in our community that are dealing with dementia and Alzheimer's disease. He noted that details will be forthcoming about a Respite Day being planned for this fall to give caregivers a much needed day off.
- Reported that the Albemarle Commission's Congregate Meals program has successfully recruited community partners to replace the contribution that had been made by the Golden Corral restaurant because of their withdraw from the program. He expressed gratitude that this vital service will not be interrupted. Commissioner Ross also commented on a State Auditor recommendation concerning the per diem allowance for Albemarle Commission traveling employees.
- He informed the Board that the Dare County Animal Shelter did not experience any flooding during Hurricane Florence and described precautions that were taken to remove animals out of possible harm's way in advance of the storm.
- Based on his family's involvement with someone at Spring Arbor, he noted that the residents of the facility were evacuated for the storm and have been safely returned.
- Commissioner Ross asked everyone to remember those who died on Sept. 11, 2001 saying that although 17 years has passed, we need to always remember the victims.



### Commissioner House

- Echoed the comments that were made about the Sept 11<sup>th</sup> terrorist attack.
- Based on his background in emergency services, he commended everyone involved in what he said was a smooth and flawless hurricane evacuation and reentry.
- Reported that the planned reorganization meeting for the Commission For Working Watermen had to be postponed due to the storm, however, it will be rescheduled for a date and time to be determined.
- Commissioner House asked all commercial watermen to report any and all storm related damages they sustained to the North Carolina Fisheries Association and he provided details on how to submit information.
- Described humanitarian efforts that are underway by area watermen to help those in need. He explained that those who are using their fishing boats to transport supplies to flood victims are putting their vessels and livelihood at risk. He described the items that are needed by relief organizations and where they can be donated. Commissioner House also shared a report about local children who stepped up to help those in need by operating a lemonade stand with 100% of the proceeds going to hurricane relief.

### Vice Chairman Overman

- Expressed gratitude for the decisions that were made by the Dare County Control Group concerning Hurricane Florence. He said it was a blessing that our area was spared and asked for God's blessing and comfort for those that were impacted by the storm.
- He addressed the anniversary of the September 11, 2001 terrorist attacks by saying emphatically and repeatedly that we must never forget, never forget, never forget.

### Commissioner Shea

- Voiced thanks that Dare County was not hard hit by Hurricane Florence like what happened in the New Bern area and thanked those who responded to the storm. He cautioned that the hurricane season is not yet over and urged people stay alert and prepared. Commissioner Shea noted that there may be a need to look at local building codes to make sure Dare County homeowners are well protected.

## **MANAGER'S/ATTORNEY'S BUSINESS**

1. The County Manager presented an Interlocal Agreement with the Town of Nags Head regarding Building Inspector services. He noted that the agreement, which is similar to one recently done with the Town of Kill Devil Hills, will allow the County and the Town to work cooperatively together as needed.

### **MOTION**

Commissioner Couch motioned to approve the Interlocal Agreement with the Town of Nags Head regarding Building Inspector services.

Commissioner Shea seconded the motion.

VOTE: AYES unanimous

2. Mr. Outten advised the Board that in the wake of Hurricane Florence, Dare County may be called upon to provide assistance to jurisdictions impacted by the storm. He noted that staff has been told to assist whenever possible as long as services to the people of Dare County are not jeopardized. He added that rendering help may involve overtime and other costs, which may not be readily repaid and the Finance Director gave an overview of FEMA's reimbursement process.

At the conclusion of the meeting, Chairman Woodard asked for a motion to adjourn.

**MOTION**

Commissioner Shea motioned to adjourn the meeting.

Commissioner Ross seconded the motion.

VOTE: AYES unanimous

At 6:31 p.m., the Board of Commissioners adjourned until 9:00 a.m., October 1, 2018.

Respectfully submitted,

[SEAL]

By: \_\_\_\_\_  
Gary Lee Gross, Clerk to the Board

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



*Report on Water Capital Improvements Plan  
capital project ordinance and budget amendment for FY2019*

**Description**

At the September 4, 2018, meeting, the Board approved the recommended Water CIP and authorized the County Manager to execute all necessary capital project ordinances and budget amendments for FY 2019. Attached are the capital project ordinance and budget amendment that were executed.

**Board Action Requested**

None

**Item Presenter**

None

**County of Dare, North Carolina**  
**Capital Project Ordinance**  
**for**  
**Approved FY 2019 Water CIP Projects**

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 is adopted:

Section 1           The projects authorized are those per the adopted 2019 CIP approved by the Board on 9/4/2018.

Section 2           The following budget shall be conducted within the Water Capital Projects Fund (fund #38).

Section 3           The following amounts are appropriated for the projects:

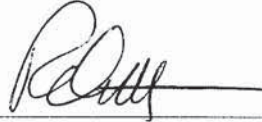
Hatteras wellfield expansion	385811-737223-38049	\$2,000,000
AMR System	385815-737235-38047	\$500,000

Section 4           The following revenues are anticipated to be available to complete the projects:

Transfer from Water Fund (E&R)	383040-473600-38049	\$2,000,000
Transfer from Water Fund (E&R)	383040-473600-38047	\$500,000

Section 5           The Finance Officer is directed to report the financial status of the project as a part of the normal monthly reporting process.

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

  
\_\_\_\_\_  
County Manager           Date 9/10/18

# DARE COUNTY

## BUDGET TRANSFER

F/Y 2018-2019

	G/L Account Number			INCREASE	DECREASE
	Org	Object	Project		
<b>Department:</b>					
Water 2019 CIP					
<u>Line item descriptions:</u>					
Revenues:					
Appropriated fund balance - E&R	363800	499900		\$2,500,000	
Expenditures:					
Transfer to Water Capital Projects Fund - RO Wells	364811	590100	38049	\$2,000,000	
Transfer to Water Capital Projects Fund - AMR	364815	590100	38047	\$500,000	
E&R Reserve - Distribution	364815	539501			\$140,000
Capital Outlay - Skyco Tower	364815	537400		\$140,000	

Explanation:

Board adopted 2019 Water CIP on 9/4/2018

**Prepared by:**

David Clawson

**Approved by:**

County Manager:



(sign in red)

Date: 9/10/18

*Finance only:*

Date entered: \_\_\_\_\_ Entered by: \_\_\_\_\_ Reference number: \_\_\_\_\_



*3 Year Contract for Metro Ethernet Services*

*And*

*Contract to install Fiber Optic Cable*

**Description**

3 year contract with CenturyLink to provide Metro Ethernet services used to interconnect county facilities. And a contract to install Fiber Optic cable

**Board Action Requested**

Approval of the contract

**Item Presenter**

Matthew Hester, Information Technology Director



# CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
MANTEO, NC 27954

---

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

The names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement. Qwest products and services will be sold under a separate agreement.

1. **TERM.** This Agreement will be for a term of 36 months ("Agreement Term") starting on the date all parties have signed this Agreement ("Effective Date"). CenturyLink will not accept Orders after expiration of the Agreement Term, but the Agreement will continue to apply to any unexpired Orders properly placed during the Agreement Term. The Order Term for a particular Product or Service is defined in the applicable attachment.
2. **PRODUCTS AND SERVICES ATTACHMENTS.**
  - 2.1 **Products and Services.** CenturyLink will provide to Customer the Products and Services identified in the following Attachments attached and incorporated by this reference. The name of the CenturyLink operating company providing Products and Services to Customer is listed in the Attachment.
    - Attachment A:** CenturyLink Nontariffed Business Products and Services
    - Exhibit 1:** CenturyLink Fiber Placement Quote
    - Exhibit 2:** Standard Terms and Conditions for Communications Services
    - Exhibit 3:** CenturyLink Local Government Customer Annex
  - 2.2 **Terms and Conditions.** CenturyLink provides Products and Services under terms and conditions incorporated by reference in the applicable Attachments and Exhibits listed above.
  - 2.3 **Purchase Orders.** If expressly permitted under the applicable Attachment, CenturyLink will accept Customer-issued purchase orders, which will be subject to this Agreement.
- 2.4 **Termination.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of Service before the end of an Order Term or any subsequent renewal, termination liability will apply as described in the applicable Attachment. If no termination liability is specified in the applicable Attachment, Customer will be liable for 50% of the monthly payments that would otherwise remain in the Order Term.
3. **RATES AND CHARGES.** Customer will pay the rates and charges set forth in the applicable Attachment. Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer.
4. **UNIFORM RESOURCE LOCATORS (URLs).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
5. **NOTICES.**
  - 5.1 **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.
  - 5.2 **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, unless a longer period is otherwise required by a Service Annex. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales

# CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
MANTEO, NC 27954

---

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.

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

**6. PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to CenturyLink on or before **September 30, 2018** and (c) signed by a CenturyLink officer or authorized designee. Alterations to this Agreement are not valid unless accepted in writing by both parties.

**CENTURYLINK SALES SOLUTIONS, INC.**

**DARE COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Manager – Offer Management \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form CenturyLink Law Dept.
CSC—7 September 2018



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

*Sally Detsoe* 09/19/2018

# CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
 Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
 MANTEO, NC 27954

## ATTACHMENT A CENTURYLINK NONTARIFFED BUSINESS PRODUCTS AND SERVICES

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

### 3.1 IP and Data Transport Services.

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

Type of Service
Embarq Classic Ethernet Services

- B. In addition to the *Standard Terms and Conditions for Communications Services*, CenturyLink provides Embarq Classic Ethernet Services under the Embarq Classic Ethernet Services Annex incorporated by reference in this Attachment and posted to the Rates and Conditions Website.

### 3.2 Equipment and Software.

- A. The table below lists the Equipment and Software purchased by Customer.

Type of Product
Equipment and Software

- B. In addition to the *Standard Terms and Conditions for Communications Services*, CenturyLink provides Equipment and Software under the *Equipment Sales Product Annex* incorporated by reference in this Attachment and posted to the Rates and Conditions Website.

### 4. PRICE TABLES FOR SERVICES.

Customer Billing Address	Service/Installation Address	Type of Service	Order Term (In Months)	Monthly Recurring Charge	Non-Recurring Charge
ADMINISTRATIVE BLDG PO BOX 1000 , MANTEO, NC 27954-1000	600Mustain St Kill Devil Hills, NC 27948	Classic Metro Ethernet – 50 Mbps	36	\$475.00	\$0.00
	1000 Westcott Rd Manteo, NC 27954	Classic Metro Ethernet – 50 Mbps	36	\$475.00	\$0.00
	1632 N Croatan Hwy Kill Devil Hills, NC	Classic Metro Ethernet –	36	\$475.00	\$0.00

## CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**

Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
MANTEO, NC 27954

	27948	50 Mbps			
	205 64 264 HWY Manteo, NC 27954	Classic Metro Ethernet – 50 Mbps	36	\$475.00	\$0.00
	2089 Colington Rd Kill Devil Hills, NC 27948	Classic Metro Ethernet – 50 Mbps	36	\$475.00	\$0.00
	23697 Highway 12 Rodanthe, NC 27968	Classic Metro Ethernet – 50 Mbps	36	\$475.00	\$0.00
	2601 N Croatan Hwy Kill Devil hills, NC 27948	Classic Metro Ethernet – 50 Mbps	36	\$475.00	\$0.00
	300 Mustain Street Kill Devil Hills, NC 27948	Classic Metro Ethernet – 50 Mbps	36	\$475.00	\$0.00
	359 Waterplant Rd Manteo, NC 27954	Classic Metro Ethernet – 50 Mbps	36	\$475.00	\$0.00
	46830 NC HWY 12 Buxton, NC 27920	Classic Metro Ethernet – 50 Mbps	36	\$475.00	\$0.00
	50225 Water Association Rd Frisco, NC 27936	Classic Metro Ethernet – 50 Mbps	36	\$475.00	\$0.00
	1018 Driftwood Dr Manteo, NC 27954	Classic Metro Ethernet – 50 Mbps	36	\$475.00	\$0.00
	50347 NC HWY 12, Frisco, NC 27936	Classic Metro Ethernet – 50 Mbps	36	\$475.00	\$0.00
	107 Exeter Street Manteo, NC27954	Classic Metro Ethernet – 100 Mbps	36	\$525.00	\$0.00
	1044 Driftwood Dr, Manteo, NC 27954	Classic Metro Ethernet – 100 Mbps	36	\$525.00	\$0.00
	370 Airport Road Manteo, NC 27954	Classic Metro Ethernet – 2000 Mbps	36	\$1,150.00	\$0.00
	954 Marshall Collins Dr Manteo, NC 27954	Classic Metro Ethernet – 5000 Mbps	36	\$1,800.00	\$0.00
	North Carolina	QoS Gold – 1 Mbps	36	\$25.00	\$0.00
	North Carolina	QoS Gold – 2 Mbps	36	\$50.00	\$0.00
	North Carolina	QoS Gold – 5 Mbps	36	\$125.00	\$0.00

**4.1 Monthly Recurring Charges (“MRCs”).** CenturyLink will charge Customer the MRCs for the Services described in the Price Table. Except as otherwise described in the Price Table, these rates will remain fixed for each Order Term identified above. Upon expiration of each Order Term, Customer must convert the rates for the affected Service to the then-current list rates, which are subject to change.

**4.2 Non-recurring Charges (“NRCs”).** CenturyLink may charge Customer NRCs related to the Services described in the Price Table. CenturyLink may assess any additional, special construction charges

## CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
 Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
 MANTEO, NC 27954

that may be required to provide the Services. Such special construction charges, if applicable, will be determined at the time of the Order.

**4.3 Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.

**4.4 Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

**5. PRICE TABLES FOR PRODUCTS.**

Type of Product	Per Unit Price	Non-Recurring Charge
Fiber Placement (See Exhibit 1 to Attachment A)	N/A	\$54,766.25

**5.1 Per Unit Price.** CenturyLink will sell equipment, software, associated materials, and applicable installation services identified in the table above ("Products"), at the per unit price listed for each Product.

**5.2 Non-Recurring Charges.** CenturyLink will charge Customer the non-recurring charges listed above, including charges related to CenturyLink labor and shipping of the Products to Customer.

**5.3 Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.


**5.4 Additional Payment Requirements.** CenturyLink reserves the right to require Customer's payment of the amounts listed above as described below:

<b>Down Payment Due</b>	<b>0%</b>
<b>Amount Due Upon Delivery of Products</b>	<b>0%</b>
<b>Amount Due Upon Customer Acceptance of Products</b>	<b>100%</b>

# CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
 Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
 MANTEO, NC 27954

## EXHIBIT 1 TO ATTACHMENT A CENTURYLINK FIBER PLACEMENT QUOTE

	<b>CenturyLink</b>	Customer Legal Name: Dare County Customer Billing Name: Dare County ADMINISTRATIVE BLDG PO BOX 1000 MANTEO NC , 27954-1000 Quote-Build #: 18-004715-NIBS		
Valid Until	August 20, 2018			
Description of Work to be Performed:	Dare County Fiber placement for Jail, Public Works, and Parks & Recreation.			
	Please see custom notes for complete project descriptions.			
<i>Equipment pricing shown is based upon direct sale accompanied by new Centurion Maintenance contract on same.</i>				
Part Number	Description	Quantity	Unit Price	Extended Price
2018-062018	Project to include:	1	\$ 54,766.25	\$ 54,766.25
2018-062018	Install 6 Strand single mode Jail network/Public appr 610 ft	1	\$ -	\$ -
2018-062018	Install 2 in PVC on Roof Detention (Orman approved 280ft)	1	\$ -	\$ -
2018-062018	Direct Bore 2 in Conduit detention/hand hole PW 148'	1	\$ -	\$ -
2018-062018	Cut/restore Cement public works for building entrance	1	\$ -	\$ -
2018-062018	Direct Bore from hand hole Publicworks to rec bld 1886ft	1	\$ -	\$ -
2018-062018	Make building entrance at parks rec/ install 6 hand holes	1	\$ -	\$ -
2018-062018	Furnish/install 6 strand SM Jail to Parks & Rec appr 2261'	1	\$ -	\$ -
2018-062018	Install rack fiber panels in network rooms for terminations	1	\$ -	\$ -
2018-062018	Terminate fiber at each end with LC single mode connectors	1	\$ -	\$ -
2018-062018	Terminate 6 strand at each ends	1	\$ -	\$ -
2018-062018	Test fiber optic both directions 1310/1550 provide results	1	\$ -	\$ -
2018-062018	Provide (4) LC to LC single mode duplex fiber jumpers	1	\$ -	\$ -
-	-	-	\$ -	\$ -
-	-	-	\$ -	\$ -
-	-	-	\$ -	\$ -
-	-	-	\$ -	\$ -
Parts .....				\$ 54,766.25
Miscellaneous .....				\$ -
Shipping .....				\$ -
<b>Parts Subtotal.....</b>				<b>\$ 54,766.25</b>
Labor .....				\$ -
Vendor Support (See Vsupport Tab for Details) .....				\$ -
<b>TOTAL PRICE .....</b>				<b>\$ 54,766.25</b>
<small>All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to <a href="http://about.centurylink.com/legal/rates_conditions.html">http://about.centurylink.com/legal/rates_conditions.html</a></small>				



# CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
MANTEO, NC 27954

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

## EXHIBIT 2 to ATTACHEMENT A STANDARD TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES ("STANDARD TERMS AND CONDITIONS")

### 1. GENERAL.

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

### 2. TERM.

- 2.1 Agreement Term.** The period set in the Agreement during which CenturyLink provides Products and Services to Customer is defined as the "Agreement Term." These Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes apply from the Effective Date until the Agreement Term expires or terminates. CenturyLink will not accept Orders for Products and Services after expiration of the Agreement Term, but these Standard Terms and Conditions, relevant Schedules, or Product and Service-specific Annexes will continue to apply to Orders properly placed during the Agreement Term. If Customer continues to use maintenance, managed, or professional Services following the termination or expiration of the Agreement Term or an Order issued during the Agreement Term for such Services, CenturyLink may, at its sole discretion, provide those Services on a time and material basis at CenturyLink's then-current rates without applying any discounts or credits under the Agreement, but these Standard Terms and Conditions and the Time and Materials Product Annex (posted to the Rates and Conditions Website) will govern CenturyLink's provision of such Services.
- 2.2 Order Term.** Customer purchases each Service for a specific term for the particular Service ordered (each, an "Order Term"). Each Order Term is listed in the Agreement and begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current

# CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
MANTEO, NC 27954

---

Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes, unless the parties otherwise agree in writing.

## 3. CHARGES.

**3.1 CenturyLink Charges.** Customer will pay CenturyLink the rates and charges for Products and Services set forth in the Agreement and any Order under the Agreement, including all charges associated with establishing Customer's Products and Services or related to CenturyLink's installation or provisioning costs. Charges associated with establishing or provisioning Services may include nonrecurring charges described in applicable Schedules and Product and Service-specific Annexes. Examples of these nonrecurring charges are customer-initiated change requests, expedite charges, service charges, any construction-related charges, and liabilities imposed on CenturyLink by third parties, such as other local exchange carriers, as a result of ordering or providing facilities to operate Services.

**3.2 Fixed Rates and Percentage Discounts.** Except as expressly stated otherwise in the Agreement, rates and charges for a Product or Service that are stated as a flat or fixed recurring or non-recurring charge will not change during the applicable Order Term (for a Service) or Agreement Term (for a Product) if CenturyLink increases or decreases the list rate in a Schedule or price list. Rates and charges for a Product or Service not fixed in the Agreement will be based on current Schedules or price lists and may change during the Agreement Term. If pricing in the Agreement for a Service is stated as a percentage discount off of a Schedule rate or list price, that percentage discount is fixed for the applicable Order Term, but CenturyLink may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice. **Changes to Schedules are posted to the Rates and Conditions Website.**

**3.3 Rate Adjustments.** CenturyLink may impose additional fees, charges or surcharges on Customer to recover amounts that CenturyLink is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these fees, charges, or surcharges may vary. These charges may include state and federal Carrier Universal Service Charges, compensation to payphone providers, International Mobile Termination Charges, E911, Telephone Relay Service, or charges assessed to CenturyLink for terminating or originating a call to wireless providers.

## 3.4 Taxes.

- A. Taxes Not Included.** CenturyLink's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on or based upon the provision, sale or use of Products and Services.
- B. Withholding Taxes.** Notwithstanding any other provision of the Agreement, if Customer is required by law to make a deduction or withholding from any amount due to CenturyLink, Customer must notify CenturyLink in writing. CenturyLink will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to CenturyLink will not be less than the amount CenturyLink would have received without the required deduction or withholding.
- C. Exclusions.** Customer will not be responsible for payment of:
- (1) CenturyLink's direct income taxes and employment taxes; and
  - (2) any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

## 4. BILLING AND PAYMENT.

### 4.1 Invoicing.

- A. Commencement of Invoicing.** CenturyLink may begin invoicing Customer in full for rates and charges on the later of:
- (1) the date the Products or Services are installed and made available; or
  - (2) the first day of the first bill cycle after the Effective Date.
- B. Delays.** If CenturyLink cannot install or make available the Products or Services by the delivery date specified in the Order due to a Customer-caused delay, CenturyLink may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days after the Effective Date.
- C. Recurring Services.** For recurring Services and nonrecurring charges, CenturyLink bills fixed service charges in advance, and usage-based charges in arrears.

# CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
MANTEO, NC 27954

---

- D. Additional Invoice Information.** Customer may make a written request to CenturyLink for additional invoice-related information, including duplicate invoices, to the extent such information is reasonably available in CenturyLink's sole discretion. CenturyLink may charge Customer for such information. Customer may only request information from CenturyLink for the 12-month period preceding the date of Customer's written request.
- 4.2 Payment and Late Charges.** Unless otherwise defined in the Agreement, Customer must pay all undisputed amounts by the due date listed on Customer's invoice, which may be up to 30 days from the date of the invoice. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. Other than items subject to a bona fide dispute, CenturyLink may charge a late fee (up to the maximum rate allowed by law) or take other action to compel payment of past due amounts after written notice to Customer, including suspension or termination of Services, unless prohibited by applicable law or regulation. Service that is suspended or terminated for nonpayment may be subject to a reconnection charge. Customer may not offset disputed amounts from one invoice against payments due on the same or another account. CenturyLink's acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs CenturyLink incurs, including reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms.
- 4.3 Disputed Invoice Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period described in Section 4.2, and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with CenturyLink to promptly resolve any disputed charge. If CenturyLink determines, in good faith, that the disputed charge is valid, CenturyLink will notify Customer and, within five business days of receiving notice, Customer must pay the charge.
- 5. CREDIT APPROVAL.** CenturyLink's provision of Products and Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Agreement Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Products and Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.
- 6. ORDERS.**
- 6.1 Application.** The terms and conditions in any Orders will have no force or effect other than to denote quantity and description of Products or Services, delivery destinations, delivery dates, Customer billing addresses, installation addresses, the Agreement under which the Order is issued, and any other information required by CenturyLink. Orders are binding only upon acceptance in writing by CenturyLink. CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink initiates delivery of Products and Services listed in the Order or otherwise begins performance, but Customer must pay CenturyLink's costs resulting from Customer's cancellation, including costs specifically described in the applicable Schedule or Product and Service-specific Annexes.
- 6.2 Cancellation.** CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink delivers the Products and Services listed in the Order or begins its performance, but Customer must pay any actual costs CenturyLink incurs due to Customer's cancellation in addition to any amounts described in the applicable Product and Service-specific Annexes.
- 7. WARRANTIES.** THE SERVICES AND PRODUCTS PROVIDED BY CENTURYLINK UNDER THE AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE OR PRODUCT WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.
- 8. EQUIPMENT AND SOFTWARE; CENTURYLINK-PROVIDED NETWORK MANAGEMENT.**

# CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
MANTEO, NC 27954

---

- 8.1 Equipment or Software Not Provided by CenturyLink.** Customer is responsible for any items not provided by CenturyLink, including installation, operation, and maintenance of such equipment or software and any equipment or software that impairs Product or Service quality or availability. Upon notice from CenturyLink of such impairment, Customer will promptly cure the problem. Customer will continue to pay CenturyLink for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the CenturyLink-provided network by CenturyLink or third parties, CenturyLink, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although CenturyLink will provide advance notice where practical. Customer will not rearrange, disconnect, remove, or attempt to repair any CenturyLink-provided items. At Customer's request, CenturyLink will troubleshoot the impairment at CenturyLink's then-current time and materials rates. CenturyLink is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by CenturyLink to become obsolete, require alteration, or perform at lower levels.
- 8.2 Calls via Customer's Equipment or Software.** Customer is responsible for all charges, including any third-party charges, incurred for all types of calls, authorized or unauthorized, placed by or through Customer's equipment or software via any remote access feature, transferring capability, or call forwarding, even when such calls are placed fraudulently. Customer's responsibility for these charges applies in all instances, including if Customer purchased or leased such equipment or software by or through CenturyLink or purchased CenturyLink-provided maintenance for its equipment or software. To reduce Customer's exposure, Customer may install its own blocking techniques to stop such capabilities and calls. CenturyLink will neither install nor assist in the installation of such blocking techniques, and has no obligation to block these capabilities or liability if such calls are placed, including no liability for charges that Customer may incur.
- 8.3 Software License.**
- A. Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. Software licensing terms and conditions, including end-user licensing agreements and terms and conditions from CenturyLink's vendors, may be provided to Customer through click or shrink-wrap agreements. CenturyLink may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.
- B. Prohibitions.** Customer is not granted any rights to use any software on behalf of third parties or related to time share or service bureau activities. No rights are granted to source code, and Customer will not reverse engineer, decompile, modify, enhance, copy, prepare derivative works, or reproduce any software.
- 8.4 Title to Software or Equipment.** CenturyLink (or CenturyLink vendors, if applicable) retain title and property rights to CenturyLink-provided software and equipment (excluding Products sold to Customer under the Agreement), including copies, and any related patents, copyrights, trademarks, or IP addresses assigned to Customer. Upon termination or expiration of the Agreement or an applicable Order, Customer will surrender and immediately return the CenturyLink-provided equipment and software, including all copies, to CenturyLink or will provide CenturyLink access to reclaim such equipment and software.
- 8.5 Network Management.** CenturyLink reserves the right to perform preventative maintenance and software upgrades to the CenturyLink-provided network at its sole discretion on a scheduled or as-needed basis. CenturyLink may charge Customer where additional technical limitations or CenturyLink must construct network facilities to provide Services to Customer. If software or equipment not provided by CenturyLink is connected to CenturyLink-provided network facilities, CenturyLink's obligations relate only to the Services under the Agreement.
- 9. USE OF NAME, SERVICE MARKS, TRADEMARKS.** Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.
- 10. CUSTOMER RESPONSIBILITIES.**
- 10.1 Installation.** Customer will reasonably cooperate with CenturyLink or its agents to install the Products and Services. Customer is responsible for damage to CenturyLink-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by CenturyLink. CenturyLink may refuse to install Products and Services or may discontinue and

# CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
MANTEO, NC 27954

---

disconnect Products and Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Products and Services. Additional Customer responsibilities relating to a particular Product or Service may be defined in the applicable Schedules or Product and Service-specific Annexes.

## 10.2 Use of Products and Services.

- A. Acceptable Use Policy ("AUP").** If Customer purchases Products or Services that connect to the Internet, Customer must conform to the CenturyLink acceptable use policy posted to: <http://www.centurylink.com/Pages/AboutUs/Legal>, as reasonably amended from time to time.
- B. Abuse and Fraud.** Customer will not use Products or Services: (1) for fraudulent, abusive, unlawful or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.
- C. Reseller.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws.
- D. Security.** CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

## 11. CONFIDENTIALITY AND PRIVACY.

- 11.1 Nondisclosure Requirements.** If the parties have not executed a mutual nondisclosure agreement, this provision will govern their exchange of information. Each party will not disclose any Confidential Information (defined below) received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in the Agreement. This obligation will continue until two years after the Agreement expires or terminates. Confidential Information includes, but is not limited to, information relating to the disclosing party's technology, business affairs, trade secrets, development and research information, and marketing or sales plans (collectively the "Confidential Information"). The receiving party may disclose Confidential Information to its subsidiaries, Affiliates, agents and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision. The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other CenturyLink services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (D) is developed independently by the receiving party without reference to the Confidential Information, or (E) is required to be disclosed by law, regulation, or court or governmental order. The parties acknowledge that the receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement, the disclosing party may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who breached or threatened to breach its nondisclosure obligation under the Agreement will not raise the defense of an adequate remedy at law. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact

# CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
MANTEO, NC 27954

---

that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

- 11.2 HIPAA.** By providing Services, CenturyLink does not require or intend to access Customer data, including any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §164.501 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Services and not meant for the purpose of managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).
- 11.3 Privacy.** CenturyLink's privacy policy, as amended from time to time, is available at <http://www.centurylink.com/Pages/AboutUs/Legal>. The privacy policy includes information about CenturyLink's customer information practices and applies to the provisioning of Products and Services.
- 12. LIMITATIONS OF LIABILITY.**
- 12.1 Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Products and Services purchased in the month preceding the month in which the injury occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.
- 12.2 Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 12.3 Unauthorized Access and Hacking.** Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by CenturyLink's negligence or willful misconduct, CenturyLink is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across CenturyLink-provided network facilities or Customer premise equipment.
- 12.4 Liability for Content.** CenturyLink is not responsible for the content of any information transmitted, accessed, or received by Customer through CenturyLink's provision of the Products and Services.
- 13. INDEMNIFICATION.**
- 13.1 Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.** To the extent allowable under law and without waiving any defenses, each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.
- 13.2 Customer Indemnification.** To the extent allowable under law and without waiving any defenses, Customer will indemnify and defend CenturyLink, CenturyLink's officers, directors, agents, and employees and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:
- A.** Customer's failure to obtain required permits, licenses, or consents necessary to enable CenturyLink to provide the Products and Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to CenturyLink's general qualification to conduct business;
- B.** Customer's transmissions, or transmissions by parties authorized by Customer, of, information, data, or messages over the CenturyLink-provided network leading directly or indirectly to third party claims: (1) for libel, slander, invasion of privacy, infringement of



# CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
MANTEO, NC 27954

---

- copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by CenturyLink; and (3) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
- C. CenturyLink's failure to pay any tax to the extent that CenturyLink relied on Customer's claimed legitimate exemption under applicable law;
  - D. Customer's breach of software licensing requirements; and
  - E. Customer's failure to comply with the usage requirements in the Customer Responsibilities Section of these Standard Terms and Conditions.
- 13.3 CenturyLink Indemnification.** CenturyLink will indemnify and defend Customer, Customer's officers, directors, agents, and employees and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. But CenturyLink's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to CenturyLink-provided software, equipment or Services; combination of CenturyLink-provided services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after CenturyLink provides reasonable notice to Customer of the infringement. For any third party claim that CenturyLink receives, or to minimize the potential for a claim, CenturyLink may, at its sole option, either:
- A. procure the right for Customer to continue using the Services;
  - B. replace or modify the Services with comparable Services; or
  - C. terminate the Services.
- 13.4 Rights of Indemnified Party.** To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.
- 13.5 Remedies.** The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section.
- 14. TERMINATION.**
- 14.1 CenturyLink Right to Terminate.**
- A. CenturyLink may immediately suspend or terminate Products or Services or the Agreement if:
    - (1) Customer fails to cure its default of the payment terms in the Agreement;
    - (2) If Customer has vacated the premises to which Services are furnished;
    - (3) Customer fails to cure any other material breach of the Agreement within 30 days after receiving CenturyLink's written notice;
    - (4) Customer provides false or deceptive information establishing, using or paying for Services or Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services;
    - (5) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents CenturyLink's performance under the Agreement; or
    - (6) Customer resells Products or Services as prohibited by these Standard Terms and Conditions.
  - B. If CenturyLink terminates the Agreement under this Section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination liabilities.
- 14.2 Customer Right to Terminate.**
- A. **Material Failure.** If CenturyLink materially fails to provide a Product or Service and CenturyLink fails to cure after Customer provides CenturyLink with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Customer may terminate the affected Products or Services without early termination

# CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
MANTEO, NC 27954

---

- liability 30 days after CenturyLink's receipt of Customer's written notice to terminate. CenturyLink's material failure does not include a failure caused by circumstances outside CenturyLink's sole control, a failure caused by a third party access provider, a Force Majeure Event, or Customer or Customer-provided software or equipment.
- B. Termination for Convenience.** Customer may terminate a Service during the applicable Order Term, or the Agreement during the Agreement Term, by providing 60 days' written notice to CenturyLink. In the case of such termination for convenience, Customer will be liable for early termination fees set forth in the Agreement.
- 14.3 Early Termination Liability.**
- A. Calculation of Early Termination Liability.** If Customer terminates a Product or Service in whole or in part, before expiration of the applicable Order Term (unless due to CenturyLink's material failure), or CenturyLink terminates a Product or Service or applicable Order as permitted under the Agreement, Customer will pay the following early termination charges, which represent CenturyLink's reasonable liquidated damages and not a penalty:
- (1) **General Liability.** A lump sum equal to (a) 50% of the applicable monthly charges, multiplied by the number of months remaining in the applicable Order Term, plus (b) a pro rata amount of any waived installation charges, any credits issued (excluding any service level credits issued for any Service outages), and initialization fees waived based upon the number of months remaining in the applicable Order Term at the time of termination; and
- (2) **Third Party Liability.** Any liabilities imposed on CenturyLink by third parties, such as other local exchange carriers and all nonrecoverable costs incurred by CenturyLink as a result of ordering facilities required to operate the Product or Service, as a result of Customer's early termination.
- B. Waiver of Early Termination Liability.** With CenturyLink's written approval, Customer will not be liable for the early termination liability described in this Section for a Service if Customer purchases from the same CenturyLink entity providing the terminating Service another service at the same time with the same or greater monthly recurring charge for an Order Term at least equal to the greater of: the remaining months in the original Order Term or one year.
- 14.4 Disconnect Notice.** CenturyLink will have up to 30 days to complete disconnection of a Service. To complete disconnection, Customer must provide information required by CenturyLink. Customer's failure to provide such information may delay or prevent the disconnection. Customer will be responsible for all charges through the later of the 30<sup>th</sup> day after CenturyLink received the disconnect notice, or the date Customer stops using the Services.
- 15. FORCE MAJEURE.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events, and causes beyond the control of the responsible party (a "Force Majeure Event"). Force Majeure Events include: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.
- 16. DEFINITIONS.**
- 16.1** "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.
- 16.2** "Effective Date" is the date the last party signs the Agreement.
- 16.3** "Local Terms of Service" means the CenturyLink state-specific Guidebooks, Price Lists, Local Terms of Service or other deregulated terms and conditions under which CenturyLink provides detariffed incumbent local exchange carrier Services in certain states.
- 16.4** "Order" means a written, electronic or verbal order, or purchase order governed by the terms and conditions of the Agreement, submitted or confirmed by Customer and accepted by CenturyLink, which identifies specific Products and Services; quantity ordered; CenturyLink's Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or Customer's use, of Products or Services.

# CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
MANTEO, NC 27954

---

- 16.5** "Product(s)" includes equipment, devices, hardware, software, cabling or other materials sold or leased to Customer by or through CenturyLink as a separate item from, or bundled with, a Service.
- 16.6** "Product and Service-specific Annexes" refers to separate descriptions, terms and conditions for certain non-tariffed Products and Services, including those offered under applicable CenturyLink local terms of service in states that have withdrawn Tariffs for such Products and Services. Product and Service-specific Annexes are incorporated into the Agreement.
- 16.7** "Schedules" and "Rates and Services Schedules" ("RSS") can be used interchangeably and are the terms and conditions governing CenturyLink's provision of certain interexchange Services that were detariffed by order of the Federal Communication Commission ("FCC"). CenturyLink Schedules are subject to change during the Agreement Term under the rules and authority of the FCC. Schedules are posted to the Rates and Conditions Website.
- 16.8** "Service(s)" means wireline and wireless business communications services that are not governed by Tariffs, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through CenturyLink under the Agreement, excluding Products.
- 16.9** "Tariffs" means the CenturyLink incumbent local exchange carrier, competitive local exchange carrier, or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Agreement Term under the rules and authority of the relevant regulatory bodies.
- 17. MISCELLANEOUS.**
- 17.1 Independent Contractor.** CenturyLink provides the Products and Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.
- 17.2 No Waiver of Rights.** The failure to exercise any right under the Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future.
- 17.3 No Third Party Beneficiaries.** The Agreement's benefits do not extend to any third party.
- 17.4 Governing Law; Dispute Resolution.**
- A. Negotiation.** The parties will use good faith efforts to resolve any dispute promptly by negotiation at a higher level of management than the persons with direct responsibility for administration of the Agreement. All negotiations and any documents exchanged related to the negotiations under this Section are confidential, and will be treated as compromise and settlement negotiations under applicable rules of evidence.
- B. Governing Law; Forum.** North Carolina state law, without regard to choice-of-law principles, governs all matters relating to the Agreement. Any legal proceeding relating to the Agreement, will be brought in the North Carolina General Court of Justice in Dare County, North Carolina.
- 17.5 Compliance with Laws.** Each party agrees that it will comply with all applicable laws in performing its obligations under the Agreement.
- 17.6 Assignment.** Customer may not assign any rights or obligations under the Agreement or an Order without CenturyLink's prior written consent, except that Customer may assign the Agreement, after 30 days prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Following written notice to Customer, CenturyLink may assign the Agreement or an Order, in whole or in part, without Customer's prior written consent.
- 17.7 Amendments and Alterations.** The Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to the Agreement are not valid unless accepted in writing by authorized representatives of both parties.
- 17.8 Notices.**
- (a) Notices.** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.
- (b) Service Notices.** All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: [BusinessDisconnects@centurylink.com](mailto:BusinessDisconnects@centurylink.com). Such

## CenturyLink Custom Cover Agreement

Customer Name: **DARE COUNTY**  
Address: ADMINISTRATIVE BLDG PO BOX 1000 ,  
MANTEO, NC 27954

---

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

- (c) **Legal Notice.** All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14<sup>th</sup> St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.
- 17.9 Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 17.10 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by CenturyLink.
- 17.11 Survivability.** The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 17.12 Entire Agreement.** This Agreement, including all referenced documents, annexes, Schedules, or exhibits, the related Orders and the parties' mutual nondisclosure agreement constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.
- 17.13 Changes to Tariff, Local Terms of Service, or AUP.** CenturyLink may amend, change, or withdraw the Tariff, Local Terms of Service, or AUP, with such updated Tariff, Local Terms of Service, or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements. If a modification to a Tariff, Local Terms of Service, or AUP (A) materially and adversely affects Customer's legitimate use of a Service; and (B) is not required by government or judicial action, then Customer may terminate the affected Service upon 30 days' written notice without liability for early termination charges for the affected Service, provided, however, that Customer provides written notice of its intent to terminate the Service under this Section within 30 days after the modification occurs and provides CenturyLink the opportunity to cure the modification within the 30 days after Customer's notice.

**EXHIBIT 3 TO ATTACHMENT A  
CENTURYLINK LOCAL GOVERNMENT CUSTOMER ANNEX**

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

- 1. Eligibility and Applicability.** This Annex is available to all local governmental entities and agencies in connection with the purchase of Products and Services sold under the Standard Terms and Conditions. CenturyLink defines "local governmental entities and agencies" as local entities and agencies, specifically excluding all state and federal entities and agencies, that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
- 2. Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.** To the extent allowable under law and without waiving any defenses, each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.
- 3. Customer Indemnification.** To the extent allowable under law and without waiving any defenses, Customer will indemnify and defend CenturyLink, CenturyLink's officers, directors, agents, and employees and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:
  - A. Customer's failure to obtain required permits, licenses, or consents necessary to enable CenturyLink to provide the Products and Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to CenturyLink's general qualification to conduct business;
  - B. Customer's transmissions, or transmissions by parties authorized by Customer, of, information, data, or messages over the CenturyLink-provided network leading directly or indirectly to third party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by CenturyLink; and (3) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
  - C. CenturyLink's failure to pay any tax to the extent that CenturyLink relied on Customer's claimed legitimate exemption under applicable law;
  - D. Customer's breach of software licensing requirements; and
  - E. Customer's failure to comply with the usage requirements in the Customer Responsibilities Section of these Standard Terms and Conditions.
- 4. Nonappropriation.**
  - 4.1. Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
  - 4.2. Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
  - 4.3. Notice.** Customer will give CenturyLink written notice of any termination under this section at least 30 days before the Termination Date. At CenturyLink's request, Customer will promptly provide supplemental documentation about the nonappropriation.
  - 4.4. Limitations.**
    - A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
    - B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from CenturyLink or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
- 5. Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.

6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where CenturyLink provides the Products and Services, without regard to that State's conflict of laws principles.
7. **911 Emergency Services.**
- 7.1. **Indemnification.** Section 13.1 (Mutual Indemnification for Personal Injury, Death or Damage to Personal Property) of the Standard Terms and Conditions will not apply to the sale of Products used for 911 emergency services and 911 emergency Services.
- 7.2. **Disclaimer.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE.
8. **Transport Services.** The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.





*3 Year Contract for Outbound Internet services*

**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<sup>®</sup> 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.

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

**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](mailto: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 14<sup>th</sup> 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. To the extent permitted under law and subject to the provisions and limitations of Chapter 132

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

(Public Records) of the North Carolina General Statutes, CenturyLink understands that this Agreement and all records relating to this Agreement are public records.

**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

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

*Sally Detwiler* 09/19/2018

**CENTURYLINK MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

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



**CENTURYLINK MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

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.

**CENTURYLINK MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

**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

**CENTURYLINK MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

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.

**CENTURYLINK MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

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

**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](mailto: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](mailto: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](mailto: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.

**CENTURYLINK MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

**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

**CENTURYLINK MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT  
PRICING ATTACHMENT**

**1. Pricing.**

**1.1 Network Management Service MRCs.**

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

Description NMS for devices associated with a CenturyLink IQ Networking Port.	Promo Code	MRC	NRC
Select Management	IQ MANAGED	\$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A

**(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.



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

**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

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

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

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

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](mailto: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](mailto: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:

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

[Care.Inquiry@Centurylink.com](mailto: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.

**CENTURYLINK MASTER SERVICE AGREEMENT  
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION  
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<sup>®</sup> Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

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

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

**2.2.1 Use of IP Connection.** In some locations, CenturyLink will enable the 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.

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

**(b) Leased Access.** Leased Access is generally available as Special Access, ELA, Wavelength Local Access, and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a Preferred Provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. 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.)



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

**(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

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

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](mailto: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](mailto: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](mailto: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

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

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](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](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS. "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.

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

**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.

<b>NPA/NXX or CLLI</b>	<b>Loop Tracking ID</b>	<b>Service Address</b>	<b>Type of Local Access</b>	<b>Service Term in months (per Service)</b>	<b>Circuit Speed</b>	<b>Local Access Net Rate MRC</b>	<b>Install NRC</b>
	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.



## Board Appointments

### **Description**

The Dare County Board of Commissioners will consider the following Board Appointments:

Health and Human Services Board  
Parks and Recreation Advisory Council  
Wanchese Community Center Board

Complete information about the appointments will appear after this page.

Upcoming Board Appointments for the next three months are listed at the end.

### **Board Action Requested**

Make Board Appointments and Announce Upcoming Appointments

### **Item Presenter**

Robert Outten, County Manager

## Board Appointments – October 1, 2018

### Health and Human Services Board

- The Health and Human Services Board voted to forward the name of Chris Roberts to the Board of Commissioners for appointment. He would fill the vacant Social Worker Seat.
- Applications have been received from J. Staton Martin, Allen Moran, Christopher Roberts

### Parks and Recreation Advisory Council

- The following term expires this month: Tim Cafferty
- He does not want to be reappointed.
- Staff is seeking a replacement for Mr. Cafferty.
- Applications have been received from Lynette Ford, Vanzolla McMurrin

### Wanchese Community Center Board

- Ulysses S. "Lish" Meekins recently passed away.
- The Wanchese Community Center Board recommends Joseph Lee Willis be appointed to replace Mr. Meekins.
- No other applications have been received.

## UPCOMING BOARD APPOINTMENTS

<b>November 2018</b>	Older Adult Services Advisory Council Rodanthe, Waves, Salvo Community Center Board Stumpy Point Community Center Board Youth Council
<b>December 2018</b>	Equalization and Review Board Special Motor Vehicle Valuation Review Committee
<b>January 2019</b>	Albemarle Commission Nursing Home Community Advisory Council Tourism Board





Health and Human Services Board

**Description**

See attached summary

**Board Action Requested**

Take Appropriate Action

**Item Presenter**

Robert Outten, County Manager

October, 2018

**BOARD APPOINTMENT**

**HEALTH AND HUMAN SERVICES BOARD**

(Staggered/Four Year Term)

Serves as the policy-making, rule-making and administrative board of the consolidated human services agency. NCGS 153A-77 requires that "After the subsequent establishment of the Human Services Board, it's Board shall be appointed by the Board of County Commissioners from nominees presented by the Human Services Board."

The Health and Human Services Board voted to forward the name of Chris Roberts to the Board of Commissioners for appointment. He would fill the vacant Social Worker Seat.

Applications have been received from:

**J. Staton Martin, Allen Moran, Christopher Roberts**

Other Members: See attached list

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1<sup>st</sup> choice Health and Human Services Bd mbr.

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name J. Staton Martin

Address 115 Elizabeth Dr.

City/State/Zip Manteo, NC

Email Address Staton@jstaton.com

Telephone Home: 252-473-5290

Business: 252-473-0501

Resident of Dare County:  yes  no

Occupation: Real Estate - Property Management and Sales

Business Address: 115 Elizabeth Dr. Manteo, NC

Educational background:

1965 Graduate of Rose High - Greenville NC

1971 Graduate of Barton College - AB Social Studies

Business and civic experience and skills:

member Manteo Rotary socys held all officer posts

member Rocky Mt optimists

Member Nashville NC. Lions Club

Pres - American Institute of Boxing - Rocky Mt NC

Boy Scout Troop 165 Manteo, Committee Chair

Mount Olive United Methodist Church - various committees

Other Boards/Committees/Commissions on which you presently serve:

Service in various capacities  
at Mount Olive United Methodist Church

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Malcolm Fearing	Self	Airport Rd Manteo, NC	305-8596
Jim Shoarin	Retired	Cannon Gate Manteo, NC	216-0260
Bobby Harrell	Real Estate	1183 Burnside Manteo, NC	441-7887

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 6-20-18 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 6-20-18

1

**APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES**

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1<sup>st</sup> choice Planning Board 4.) Board of Adjustment

2<sup>nd</sup> choice ABC Board 5.) Equalization & Review

3<sup>rd</sup> choice Tourism Board 6.) Health & Human Services

Name Allen Moran

Address 381 Mother Vineyard Rd

City/State/Zip Manteo, NC 27954

Email Address allenm@darenc.com

Telephone Home: (252) 423-1309

Business: (252) 475-9222

Resident of Dare County:  yes  no

Occupation: Police Officer / Real Estate Broker / Restaurateur

Business Address: 7623 S. Virginia Dare Trl Nags Head, NC

Educational background:

NC licensed real estate broker, NC Justice Academy,

College of the Albemarle

Business and civic experience and skills:

Rotary International Community Service Chair (Manteo, 2012),

U.S. Restaurant Association Board Member

Other Boards/Committees/Commissions on which you presently serve:

NC DOT Board, Roanoke Island Community Center,  
Albemarle Regional Planning Organization,  
Peanut Belt Regional Planning Organization

#### REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
<u>RV Owens</u>	<u>Self-Employed</u>	<u>Manteo, NC</u>	<u>216-8079</u>
<u>Doug Daughtie</u>	<u>Sheriff (Dare)</u>	<u>KDH, NC</u>	<u>216-9898</u>
<u>Marc Basnight</u>	<u>Retired</u>	<u>Manteo, NC</u>	<u>216-6703</u>

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 02/02/2018 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: \_\_\_\_\_



ok

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1<sup>st</sup> choice DHHS BOARD

2<sup>nd</sup> choice N/A

3<sup>rd</sup> choice N/A

Name Christopher Roberts, LCSW, LCAS

Address Po Box 161

City/State/Zip Manteo NC 27954

Email Address CoastalCounseling@yahoo.com

Telephone Home: 252-473-7077

Business: 252-473-4727

Resident of Dare County:  yes  no

Occupation: therapist - coastal counseling (EAP, mental Health + substance Abuse)

Business Address: 704 N. US Hwy 64 Manteo, NC 27954

Educational background: NC Licensed Clinical Social Worker, NC Licensed Clinical Addiction specialist; Masters degree (msw) from ECU

Business and civic experience and skills: Prior: business owner, coach - youth Running (60 feet/ Mms track), basketball (upward), Colington Youth sailing program volunteer, Outer Banks Sports events volunteer, bike helmet donation project and other volunteer service in the past.

Other Boards/Committees/Commissions on which you presently serve:

~~None - prior service for Friends of the Elizabeth II Board.~~ Currently on Dare County Schools Parent Advisory Committee. Prior School Improvement team.

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Professional:  
Personal:  
Community:

Name	Business/Occupation	Address	Telephone
Dr. Joann Hummers		119 Woodhill Drive, Nags Head, NC 27959	261-4512
Eileen Miller		1006 Apache Lane, Apex, NC 27502	(919) 714-3887
Michelle Ambrose Smith		149 Old Country, Manteo, NC 27954	(252) 202-566

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 7/10/2018 Signature of applicant: 

FOR OFFICE USE ONLY:

Date received: 7-11-18

**HEALTH AND HUMAN SERVICES BOARD**  
 (Staggered/Four Year Term)

The Health and Human Services Board serves as the policy-making, rule-making,  
 and administrative board of the consolidated human services agency.

<u>MEMBER</u>	<u>TERM EXPIRATION</u>	<u>ACTION</u>
Kevin Phillips 186 Scuppernong Rd. Manteo, NC 27954 216-5751 (H) 473-5801 (O) (Pharmacist Position)	9/22	Apptd. 9/14 Reapptd. 9/18
L'Tanya Murray 118 Raleigh Wood Dr. Manteo, NC 27954 423-1104 (H) 489-3629 (O) (At Large)	9/21	Apptd. 6/15 Reapptd. 9/17
Nicholas Kiouis P.O. Box 35 Point Harbor, NC 27964 441-7064(O) 202-1354(H) (At Large)	9/22	Apptd. 9/13 Reapptd.9/14, 18
Dr. Mark Grossman 512 Pirates Way Manteo, NC 27954 423-0975 (Veterinarian Position)	9/20	Apptd. 3/16 Reapptd. 9/16
David Ryan 267 Mother Vineyard Road  Manteo, NC 27954 475-1029 (Engineer Position)	9/21	Apptd. 9/13 Reapptd. 9/17
Dr. Janet Riddick 259 Outrigger Dr. Kill Devil Hills, NC 27948 441-3163(O) 441-0309(H) (Optometrist Position)	9/19	Apptd. 9/13 Reapptd. 9/15
Wally Overman 549 Skyco Rd. Manteo, NC 27954 473-3433 (H) 216-6042 (O) (At Large)	9/20	Apptd. 3/17

Dr. James Woodson 104 Alder Branch Rd. Manteo, NC 27954 305-4450 (H) 441-1319 (O) (Dentist Position)	9-19	Apptd. 11/15
Alexis Hodges P.O. Box 29 Hatteras, NC 27943 986-2230 (H) 995-3900 (O) (Nurse Position)	9/20	Apptd. 9/13 Reapptd. 9/16
<b>vacant</b> (Social Worker Position)	9/18	
Christian Lige' 6066 Martin's Point Rd. Kitty Hawk, NC 27949 261-3849 (H) (Physician Position)	9/21	Apptd. 9/13 Reapptd. 9/17
Vacant (At Large)	9/18	
Tim Shearin 136 Cannon Trail Manteo, NC 27954 473-1730 (H) 475-9251 (O) (At Large)	9/19	Apptd. 11/13 Reapptd. 9/15
Frank Hester P.O. Box 1068 Manteo, NC 27954 475-1964 (At Large)	9/20	Apptd. 11/13 Reapptd. 9/16
Kaye White 423 W. Villa Dunes Dr Nags Head, NC 27959 441-7062 (H) (At Large)	9/21	Apptd. 11/13 Reapptd. 9/17
Bob Woodard 305 Bay Dr. Kill Devil Hills, NC 27948 480-6654 (H) (Commissioner Rep.)	9/21	Apptd. 11/13 Reapptd. 9/17

**NOTES:**

Formed 9/13

**MEETING INFO:** – 3<sup>rd</sup> Tuesday of Feb., April, June, Sept., and Nov.; 6:30 p.m. DSS Bldg.

**CONTACT INFO:** Tim Shearin, Chair  
Jay Burrus, Director

**MEMBERS COMPENSATED:** \$100 per meeting

- 9/14 - Kevin Phillips replaced Steve Evans
- 1/15 - Beverly Boswell appointed to fill unexpired term of Allen Burrus
- 6/15 - L'Tanya Murray filled unexpired term of Brant Murray
- 11/15 - Dr. James Woodson replaced Dr. J. Trahey Maner
- 3/16 - Dr. Mark Grossman filled unexpired term of Dr. Steven Samson
- 3/17 – Wally Overman appointed to fill unexpired term of Beverly Boswell
- 9/18 – Kevin Phillips and Nicholas Kiouisis reappointed. Seeking applicants to replace Tanya Barkley Graham and Mary E. Gray

**REVISED 9/18**



Parks and Recreation Advisory Council

**Description**

See attached summary.

**Board Action Requested**

Take appropriate action

**Item Presenter**

Robert Outten, County Manager

October 2018

**PARKS AND RECREATION ADVISORY COUNCIL**  
(Three Year Term)

The Parks and Recreation Advisory Council reviews and advises the Parks and Recreation Department in its efforts to promote, organize, plan and coordinate activities and programs for youth and adults in Dare County.

The following term expires this month:

Tim Cafferty  
(Current Term 10/15 –10/18)  
(Originally Apptd. 6/06)

He does not want to be reappointed.

Applications have been received from:

Lynette Ford  
Vanzolla McMurrin

Other Members: See attached list



APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1<sup>st</sup> choice Roanoke Island Community Center Board

2<sup>nd</sup> choice Parks and Recreation

3<sup>rd</sup> choice Juvenile Crime Prevention (Depends on work schedule)

Name Lynette Ford

Address 104 Elsie Daniels Lane

City/State/Zip Manteo, NC 27954

Email Address fordly@daretolearn.org / lynetteford5748@gmail.com

Telephone Home: (252) 305-5748

Business: (252) 449-7000 Ext 2466

Resident of Dare County:  yes  no

Occupation: History Teacher

Business Address: First Flight High School

Educational background:

B.A. History (CSU), Associate Degree (COA DARE); Manteo

High School Graduate

Business and civic experience and skills: FFHS TEACHER

Monday Night Alive tutor; Volunteer (10 yrs), OBX Marathon volunteer

I enjoy being a public servant. Familiar with the community and their needs.

Other Boards/Committees/Commissions on which you presently serve:

\_\_\_\_\_  
\_\_\_\_\_

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Paul Charro	Lost Colony Brewery	Manteo	(252) 305-3666
Virginia Tillett		Manteo	(252) 473-2753
Jane Midgett	school Board receptionist	Manteo	(252) 473-8995

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 3/16/18 Signature of applicant: *Lynette Ford*

FOR OFFICE USE ONLY:

Date received: \_\_\_\_\_

# Lynette Ford

Current Address:  
**P.O. Box 2563**  
**Manteo, N.C. 27954**  
**252-305-5748**  
[lynetteford2000@yahoo.com](mailto:lynetteford2000@yahoo.com)  
[lynetteford5748@gmail.com](mailto:lynetteford5748@gmail.com)  
[fordly@daretolearn.org](mailto:fordly@daretolearn.org)

Permanent Address:  
**104 Elsie Daniels Lane**  
**Manteo, N.C. 27954**

## Summary

Highly dedicated and resourceful Community Service Worker with a stellar record of community involvement and conflict resolution. I am adept at helping community members in finding creative and productive solutions for any issues. I am a strong multitasker and able to handle a number of simultaneous questions and problems with high accuracy and efficiency.

## Highlights

- Community service experience
- Strong familiarity with community
- Excellent ability to coordinate community service
- High organization and presentation skills
- Outstanding creative thinking and problem-solving abilities
- Oral and written communication skills

**OBJECTIVE:** To work in the community I grew up in and to give back to the people who help me grow. I would like to be a humble servant, serving my great community.

**ACTIVITIES:** I worked with Monday Night Alive for 10 years. MNA is a program which helps students (k-12) with school work.

**EDUCATION:** **B.A. – History**  
Elizabeth City State University  
Elizabeth City, N.C. 27909  
Graduation Date: May 5, 2007 **GPA: 3.4**  
**Associate in Art Degree**  
College of Albemarle Dare campus  
Graduation Date May 2004  
Effective teacher training 2008

**SPECIAL SKILLS:** Microsoft Works, PowerPoint  
Positive attitude towards work  
Adaptability towards environment  
Positive attitude towards learning  
Work well with people

**WORK  
EXPERIENCE:**

- 2017-Present** First Flight High  
100 Veterans Dr, Kill Devil Hills, NC 27948  
(252) 449-700 ext 2466  
History Teacher  
American History  
Apex Civics  
World History
- 2008-Present** Full Moon Café  
208 Queen Elizabeth Ave  
Manteo, N.C. 27954  
(252) 473-6666  
Server
- 2008** Coastal Staffing Services  
4601 N Croatan Hwy Kitty Hawk, N.C. 27949  
(252) 255- 1800
- 2007- 2008:** Sound Feet Shoes Powells Point, NC  
Assistant Manager Duck Store #6. Worked also in Kitty Hawk #5  
(252)491-2858 (252)261-0490 (252) 441-0715
- 2000-2007:** Weeping Radish Restaurant and Brewery, Manteo, N.C. 27954  
**Opening and closing manager**, Whenever needed  
Pub tender, Waitress, Cook, and Customer Service  
(252) 473-1157
- 1995-1999:** **Manager of Nine West Shoes**, Tanger Outlet Mall Nags Head, N.C. 27959  
Customer Services  
Manual Operation of the store  
Visual Merchandising  
(252) 441-8488
- 1995-1997:** **3<sup>rd</sup> Key of Colours and Scents**, Tanger Outlet Mall Nags Head, N.C.27959  
Customer Services, Visual Merchandising and  
Manual Operation of the store

**1993-1995:** **Wallet Works**, Tanger Outlet Mall Nags Head, N.C. 27959

**AWARDS:** National Collegiate Minority Leadership Award 2002  
SGA Vice President 2002-2003  
SGA President 2003-2004  
Vice Chancellor List (2004)  
Dean List (2004, 2007)  
Honor Roll (2005 – 2006)  
Phi Alpha Theta 2006  
Honor Roll 2007  
Substitute Teaching Certification 2008

**REFERENCES:** Paul Charron  
Lost Colony Brewery & Café  
Downtown Manteo, N.C. 27954  
(252) 305- 3666  
(252) 473-6666

Jane Midgett  
**Dare County School Board and Education**  
Manteo, N.C. 27954  
(252) 473-  
(252) 480-8888

Virginia Tillett  
Former County Commissioner/Educator  
Manteo, N.C. 27954  
(252) 473-2753

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Janice Williams, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-1817, or send it by email to janicew@darenc.com

Advisory Board or Committee interested in:

1<sup>st</sup> choice Land Transfer Tax Appeals Board

2<sup>nd</sup> choice Parks and Recreation Advisory Council

3<sup>rd</sup> choice Youth Council

Name Vanzolla McMurrin

Address 1034 George Daniels Road

City/State/Zip Manteo, NC 27954

Email Address vanzollam@darenc.com

Telephone Home: 252-473-5255

Business: 252-475-5969

Resident of Dare County:  yes  no

Occupation: Dare County Register of Deeds

Business Address: 962 Marshall C. Collins Dr., Manteo, NC 27954

Educational background:

Manteo High School Graduate.

Business and civic experience and skills:

I am the Register of Deeds and we deal with the land transfer tax everyday. I want to be on this committee so I will know of any changes that might affect our office, & I want to assist in any way and learn more about any Board I'm on.

Other Boards/Committees/Commissions on which you presently serve:

Vital Records Committee, Automation Technology Committee,

Strategic Long Range Planning Committee, all for NCARD

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
Marion Midgett	retired	Manteo, NC	473-3057
James Coefield	retired	Duck, NC	261-5623
Carrie Holmes	retired	Manteo, NC	NC 473-5285

I understand this application will be kept on the active file for three years and I hereby authorize Dare County to verify all information included in this application.

Date: 6/26/2018 Signature of applicant: Kanzella McMurran

FOR OFFICE USE ONLY:

Date received: 6/27/18



**PARKS AND RECREATION ADVISORY COUNCIL**  
(Three Year Term)

This Advisory Council reviews and advises Parks and Recreation in its efforts to promote, organize, plan, and coordinate activities and programs for youth and adults in Dare County.

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
<b>Tim Cafferty</b> P.O. Box 1220 Kitty Hawk, NC 27949 255-0066(H) 255-0482(O)	10-18	Apptd. 6/06 Reapptd. 10/06,09,12, 15
Anita Bills P.O. Box 608 Frisco, NC 27936 995-7892(H), 202-1412(O)	7-21	Apptd. 7/11 Reapptd. 7/14, 18
Willer Spencer P.O. Box 1495 Manteo, NC 27954 256-2880	7-21	Apptd. 7/15 Reapptd. 7/18
Amanda Hooper Walters 1202 9 <sup>th</sup> Avenue Kill Devil Hills, NC 27948 202-9923 Manda.hooper@icloud.com	7-21	Apptd. 7/18
Missy McPherson 119 Margaret Court Manteo, NC 27954 473-6831 (H) 216-6831 ©	12-20	Apptd. 7/16 Reapptd, 12/17
Kathy Carden, CH. P.O. Box 3492 Kill Devil Hills, NC 27948 449-0840(H), 441-6340(O)	7-21	Apptd. 11/07 Reapptd. /08,11,14,18
George Barr 107 N. Budleigh Street PO Box 564 Manteo, NC 27954 <a href="mailto:sailcamaraderie@yahoo.com">sailcamaraderie@yahoo.com</a> 804-387-4995	7-21	Apptd. 8/18
Vacant	12-17	

Deon Simmons 222 Brakewood Dr. Manteo, NC 27954 475-1627 (H), 202-9737 (O)	7-19	Apptd. 7-13 Reapptd. 7-19
George Berry 238 N. Dogwood Trail Southern Shores, NC 27949 261-1278 (H) 703-473-0528 (O)	3-19	Apptd. 7-16
Robert Parrish 4416 Seascape Drive Kitty Hawk, NC 27949 252-333-9476 Robert@parrishinsure.com	7-21	Apptd. 7/18 Reapptd.
Eddie Twyne P.O. Box 11 Manteo, NC 27954 305-2291	7-21	Apptd. 7/15 Reapptd. 7/18
Stephanie J. Harkness-Moxley 152 Brakewood Road Manteo, NC 27954 843-540-2358(Cell), 573-8248(O) smoxley@madrivier.com	7-21	Apptd. 7/18 Reapptd.
Kelli Harmon 723 Pirates Way Manteo, NC 27954 910-286-1660	7-21	Apptd. 7/15 Reapptd. 7/18
Danny Couch 47297 Dippin Vat Road PO Box 1001 Buxton, NC 27920 <a href="mailto:dannyc@darenc.com">dannyc@darenc.com</a> 252.216.7383		Apptd. 2/17

**NOTES:**

**MEETING INFO:** Every other month beginning in January  
Meets at KDH Rec. Park, 8:00 a.m.  
Meets once a year at the Dare Center, 11:30 a.m.  
Meets once a year at the Fessenden Center, 11:30 a.m.

**CONTACT INFO:** Tim White, Public Services Director

**MEMBERS COMPENSATED:** No

Bob Wells replaced Steve Evans 2/90.  
Ray Hollowell replaced Andy Meekins 2/90.  
Peg Casey replaced Mike Leffler 2/90.  
Jake McCleave replaced Peg Casey.

**On October 21, 1991, DCBC moved to have 7 member board.**

Lisa Wheless replaced Glenn Lucas 3/92.  
David Stowe replaced Carol Anderson 6/93.

**Advisory Council was enlarged from 7 members to 13 members July 19, 1993.**

Bill Walker replaced Jake McCleave 11/94.  
Ollie Jarvis filled unexpired term of David Stowe 11/94.  
Rex Simpson filled unexpired term of Lisa Wheless 11/94.  
Tim White replaced Ollie Jarvis 7/95.  
Bobby Outten replaced Karolyn Quidley 7/95.

**DCBC increased membership from 13 to 14 8/7/95.**

(Ollie Jarvis reaptd. For 1 year.)

Andy Ward filled unexpired term of Ron Bennett 10/95.  
Jeff Absher replaced Tim White 7/96.  
Kyle O'Neal replaced Belinda Willis 4/98.  
Mitchell Bateman replaced Rex Simpson 8/98.  
Dan Ottavio filled unexpired term of Debi DesRoches 4/99.  
Mike France filled unexpired term of Ray Hollowell 4/99.  
Wilhelmina McCleave filled unexpired term of Mary Pendill 4/99.  
Bo Taylor and Jeff Absher will be replaced in September 1999.  
Susan Boncek replaced Bo Taylor 12/99.  
Charlena Davenport replaced Jeff Absher 12/99.  
Ray Evans fill unexpired term of Wilhelmina McCleave 12/99.  
Timmy Midgett replaced Andy Ward 10/00.  
Mel Covey apptd. To fill unexpired term of Kyle O'Neal 12/01.  
Samantha DeLucia appointed to fill unexpired term of Bobby Outten 5/02.  
Crystal Blackmon replaced Charlena Davenport 11/02.  
Ben Whitehurst apptd. to fill unexpired term of Mike France 1/04.  
Jimmy P. Brown fill unexpired term of Ray Evans 4/04.  
Allen Forman apptd. to fill unexpired term of Bill Walker 11/04.  
Bob Sanders replaced Robert Wells 7/05.  
Kelleeta Govan replaced Kathy Burrus 7/05.  
Ralph Horne replaced Ben Whitehurst 7/05.  
Ed Futtrell replaced Dan Ottavio 7/05.  
Tim Cafferty filled unexpired term of Al Forman 6/06.  
Ronnie Roach replaced Samantha DeLucia 6/06.  
Kathy Winstead filled unexpired term of Bob Saunders 11/07.  
April Oden replaced Ollie Jarvis 10/08.  
Mel Covey moved to a northern beach representative and filled unexpired term of Ronnie Roach who resigned.  
Susan Gray filled unexpired term of Mel Covey 10/08.  
Scott Midgett replaced Pete Hunter 7/09.  
Anita Bills replaced April Oden 7/11.  
Tod Clissold replaced Ed Futrell 7/11.  
Melinda Maher replaced Ralph Horne (deceased) 7/11.  
Jack Painter replaced Crystal Blackmon 4/12.  
Mel Covey resigned 7/12.  
Eddie Twyne replaced Timmy Midgett 7/15.  
Willer Spencer filled vacancy (Tod Clissold) 7/15.  
Kelli Harmon filled vacancy (Mel Covey) 7/15.  
Missy McPherson appointed to fill vacant seat last held by Susan Boncek 7/16.  
George Berry appointed to fill vacant seat last held by Susan Gray 7/16.  
Melinda Maher resigned 12/16.  
Jack Painter resigned 1/17.

Chairman Woodard appointed Danny Couch as Commissioner Appointee 2/20/17  
Jimmy Brown passed away 1/18  
Kathy Winstead remarried, her name changed to Kathy Carden 6/18  
Robert Parrish replaced Scott Midgette, Stephanie J. Harkness-Moxley replaced  
Keletta Govan, Amanda Hooper Walters filled a vacancy 7/18  
George Barr appointed to fill vacant seat 8/18

**REVISED 8/18**



Wanchese Community Center Board

**Description**

See attached summary.

**Board Action Requested**

Take appropriate action

**Item Presenter**

Robert Outten, County Manager

October, 2018

**WANCHESE COMMUNITY CENTER BOARD**  
**(Two Year Term)**

**The Wanchese Community Center Board manages and is responsible  
for the upkeep of the community building.**

**Ulysses S. "Lish" Meekins recently passed away.**

**The Wanchese Community Center Board recommends that Joseph Lee Willis  
be appointed to replace Mr. Meekins.  
His application is attached.**

**No other applications have been received.**

**Other Members:  
See attached list**

APPLICATION FOR APPOINTMENT TO  
DARE COUNTY ADVISORY BOARDS AND COMMITTEES

The Dare County Board of Commissioners believes all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a citizen member on one of the county's advisory boards or committees. If you would like to be considered for appointment to an advisory board or committee, please complete the form below and mail to Rhonda C. Cuff, Dare County Deputy Clerk to the Board, P.O. Box 1000, Manteo, N.C. 27954 or fax it to her at 473-6342.

1817  
JANICE WILLIAMS  
PH # 475-5800

Advisory Board or Committee interested in:

1<sup>st</sup> choice WANCHOSS COMMUNITY CENTER

2<sup>nd</sup> choice \_\_\_\_\_

3<sup>rd</sup> choice \_\_\_\_\_

Name: JOSEPH LEE WILLIS

Address: 365 OLD SCHOOLHOUSE RD

City/State/Zip WANCHOSS, NC 27981

Telephone Home: 252-473-5347

Business: 252-475-9505

Resident of Dare County:  yes  no

Occupation: MAINTENANCE MECHANIC SUPERVISOR NATIONAL PARK SERVICE

Business Address: 506 PARK SERVICE RD NAGS HEAD, NC 27959

Educational background:

MANTEO HIGH SCHOOL, B.S. ECU

Business and civic experience and skills:

RIFED 27 YEARS - RETIRED



Other Boards/Committees/Commissioners presently serving on:

Board, Committee, or Commission:

NONE

Expiration Date of Terms: \_\_\_\_\_

REFERENCES

List three persons who are not related to you and who have definite knowledge of your qualifications for the position for which you are applying.

Name	Business/Occupation	Address	Telephone
<u>JOHN KOWLOK</u>	<u>NATIONAL PARK SERVICE-CHIEF OF MAINT,</u>	<u>MONITOR PARK &amp; MAINT</u>	<u>252-473-7813</u>
<u>JERRY HOUSTON</u>	<u>-HOUSTON HEATING &amp; AIR</u>	<u>GRIFFIN NC</u>	<u>252-714-7486</u>
<u>MITCHEL BATEMAN</u>	<u>-DARE COUNTY SCHOOLS</u>	<u>FLORISS</u>	<u>252-473-3350</u>

I understand this application will be kept on the active file for five years and I hereby authorize Dare County to verify all information included in this application.

Date: 9/14/2018 Signature of applicant: [Signature]

FOR OFFICE USE ONLY:

Date received: 9/17/18

Date forwarded to County Commissioners: \_\_\_\_\_

**WANCHESE COMMUNITY CENTER BOARD**  
**(Two Year Term)**

**The Wanchese Community Center Board manages and is responsible for upgrading the community building. The community of Wanchese has the opportunity to have reunions, parties, etc. at the community center.**

<b><u>MEMBER</u></b>	<b><u>TERM EXPIRATION</u></b>	<b><u>ACTION</u></b>
Joyce T. Meekins Old Schoolhouse Rd. Wanchese, NC 27981 252-473-3087	7-20	Apptd. 2-02 Reapptd. 7-02,04,06, 08,10,12,14,16, 18
Tina Sherrod PO Box 484 Wanchese, NC 27981 252-473-1826 (Home) 252-216-8223 (Business) t.sherrod@aparkinglotmaintenance.com	7-19	Apptd. 4-18
Bill Wilson 291 ER Daniels Road Wanchese, NC 27981 252-216-6650	7-19	Apptd. 4-17 Reapptd. 7-17
Sally DeFosse 165 E.R. Daniels Rd. Wanchese, NC 27981 252-473-3792	7-19	Apptd. 2-09 Reapptd. 7-09,11,13, 15,17
Robert L. Walton P.O. Box 733 Wanchese, NC 27981 252-475-1195	7-20	Apptd. 7-05 Reapptd. 7-06, 08,10, 12, 18
Becky Beacham P.O. Box 177 Wanchese, NC 27981 252-473-5313	7-19	Apptd. 7-13 Reapptd. 7-15, 17
Ulysses S. "Lish" Meekins, Ch. P.O. Box 392 Wanchese, NC 27981 252-305-2002	7-19	Apptd. 1-13 Reapptd. 7-13,15, 17

**NOTES:**

**MEETING INFO:** Quarterly, 1<sup>st</sup> Tuesday of January, April, July, October, 7:00 p.m., Wanchese Community Center

**CONTACT INFO:** Lish Meekins, Chairman

**MEMBERS COMPENSATED:** No

- 8/93 – Rosie Davenport replaced Ruth Whiton
- 8/94 – George Schwartz replaced Harry Horton
- 7/01 – Will Fields replaced Randy O'Neal
- 2/02 – Joyce Meekins filled unexpired term of Linda Byrd Daniels
- 7/03 – Patricia Austin replaced Ken Doughty
- 10/03 – John B. Beasley filled unexpired term of Will Fields
- 7/05 – Jimmie Williams filled unexpired term of George Schwartz
- 7/05 – Robert Walton filled unexpired term of Nora Scarborough
- 2/09 - Sally DeFosse filled unexpired term of Patricia Austin
- 7/13 – Becky Beacham replaced Jimmie Williams
- 12/14 – Robin Holt filled unexpired term of Thomas Baum
- 4/17 – Bill Wilson filled unexpired term of Robin Holt
- 4/18 – Tina Sherrod filled unexpired term of Rosie Davenport (who passed away)

**REVISED 7/18**



*Upcoming Board Appointments*

**Description**

The Dare County Board of Commissioners welcomes citizen participation on its many Boards and Committees.

Following is a list of the Boards and Committees that have terms expiring during the next 3 months. The list indicates when the item will be presented to the County Commissioners and any requirements that may pertain to the appointment.

Instructions on how to obtain and submit an application are attached along with additional information about each of the Boards and Committees with upcoming term appointments.

**Board Action Requested**

None

**Item Presenter**

Robert Outten, County Manager

## Upcoming Board & Committee Appointments

The Dare County Board of Commissioners welcomes citizen participation on Advisory Boards and Committees. This type of grassroots public involvement is the foundation of democracy and a vital part of maintaining Dare County as a quality place to live.

Following is a list of Boards and Committees that have terms expiring during the next 3 months. The list highlights when the item will be presented to the Board of Commissioners along with any special requirements that may pertain to the appointment.

Information about how to obtain and submit applications follows the list.

### November 2018

1. Older Adult Services Advisory Council

The Council advises Dare County in its efforts to promote, organize, plan and coordinate services and programs for residents and visitors to Dare County who are 55 years of age and older. 3 terms expiring

2. Rodanthe, Waves, Salvo Community Center Board

This Board operates and maintains the Rodanthe, Waves, Salvo Community Center facility and amenities for the use and benefit of all members of the villages. 2 terms expiring

3. Stumpy Point Community Center Board

This Board operates and maintains the Stumpy Point Community Center facility and amenities for the use and benefit of all members of the Stumpy Point Community. 1 term expiring

4. Youth Council

A community-based youth volunteer organization whose mission is to provide wholesome activities, civic projects and special events for their peers and to serve as the "voice" of youth to local governments on issues of interest to Dare County youth. 7 terms expiring

### December 2018

1. Equalization and Review Board

The Board of Equalization and Review is a local citizen review board that hears property tax appeals from property owners in Dare County. Under North Carolina Law, each county must have an Equalization and Review Board to hear appeals of property values. 5 terms expiring

2. Special Motor Vehicle Valuation Review Committee

This Committee hears and reviews appeals of listings and valuations placed upon taxable motor vehicles located within Dare County. 3 terms expiring

January 2019

1. Albemarle Commission

Initially organized in 1969 under the direction of the U.S. Economic Development Administration, the Albemarle Commission is sanctioned by the federal government as the lead regional organization for North Carolina's Region R which includes Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington counties. The Commission works to address regional needs involving the development and enhancement of regional infrastructure; industrial recruitment business development, labor force development, travel and tourism, community reinvestment /rehabilitation, and health and human services. 1 term expiring

2. Nursing Home Community Advisory Council

Nursing Home Community Advisory Councils were established to maintain the intent of the Nursing Home and Adult Care Home Resident Bill of Rights within nursing homes and adult care homes across the state. The Committee promotes community involvement and cooperation to ensure quality of care for older adults. The Council is responsible for advising the County Commissioners of the general conditions that exist in Dare County's long term care facilities. 2 terms expiring

3. Tourism Board

The Outer Banks Visitors Bureau is the lead marketing and promotional agency for The Outer Banks of North Carolina and is funded by one percent of the occupancy tax and one percent of the prepared meals tax collected in Dare County. The Towns and other agencies represented on the Tourism Board submit recommendations for their appointments to the Board of Commissioners for final approval. One County Commissioner serves on the Board and there are two at-large seats for which applications are accepted. 6 terms expiring

-----**Instructions for Obtaining and Submitting Applications**-----

An application must be submitted in order for your name to be considered for a Board or Committee appointment. The form is available on the Dare County website, or by calling Janice Williams at 475-5800.

**COMMISSIONERS' BUSINESS**

**MANAGER'S / ATTORNEY'S BUSINESS**