



HAYWOOD COUNTY
BOARD OF COMMISSIONERS

AGENDA REQUEST

Agenda Item: Lease Agreement with MCNC
Meeting Date: October 17, 2011

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM:

Kristy Lanning, Director of Technology and Communications

DATE:

September 28, 2011

SUBJECT:

Lease Agreement with MCNC for Dark Fiber Use

REQUEST:

This is a request for approval of the Dark Fiber Lease Agreement between Haywood County and MCNC.

BACKGROUND:

A lease agreement has been prepared between Haywood County and MCNC for exclusive use of fiber to span the distance from a point near High Tech Center to Tuscola School Road. The fiber will be used to complete the path necessary for data and phone connectivity to Paragon Parkway Offices.

FINANCIAL IMPACT STATEMENT:

The terms of lease include a monthly Rate of \$194.40 and a one-time service provisioning fee of \$500, as well as the one-time cost of fiber splicing (not to exceed \$1,000). The agreement will be a 60 months fiber lease.

SUPPORTING ATTACHMENTS:

Dark Fiber Lease Agreement



DARK FIBER LEASE AGREEMENT

This Dark Fiber Lease Agreement ("Agreement") is made and entered into this ____ day of ____, 2011 (the "Effective Date"), between MCNC, a North Carolina nonprofit corporation with its principal office located at 3021 E. Cornwallis Road, PO Box 12889, Research Triangle Park, NC 27709-2889 ("MCNC") and Haywood County Government with its principal offices located at 215 N. Main Street, Waynesville, NC 28786 ("Customer"), with MCNC and Customer being sometimes referred to herein as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, MCNC owns a fiber optic communication system including strands of dark fiber optic cable; and

WHEREAS, Customer desires to obtain from MCNC, and MCNC desires to provide to Customer, a short term lease in certain dark fiber optic strands within the MCNC fiber optic communication system;

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and other just and adequate consideration, the Parties hereby agree as follows:

ARTICLE 1 LEASE

1.1 Lease. As of the Acceptance Date for the Dark Fibers, MCNC agrees to lease to Customer, and Customer agrees to lease from MCNC, the number of strands of dark fiber optic cable (the "Dark Fiber") as described in the Dark Fiber Order (Exhibit A) and under the terms and conditions as further described below (the "Lease"). Said Lease shall include the right to use and the right to attach Customer's equipment, which equipment must be pre-approved by MCNC, to the ends of the designated Dark Fiber or as otherwise provided herein, for the term specified in the applicable Dark Fiber Order. In no event shall the foregoing language be construed as a duty or obligation of MCNC to provide any equipment space, licenses, rights of way, or other consents for any attachments to or other uses of said Dark Fiber, in that equipment space and such usage rights are outside the scope of rights granted to Customer in the Dark Fiber. The Dark Fiber provided pursuant to a Dark Fiber Order is without electronics or optronics, and is not "lit" or activated.

ARTICLE 2 INSTALLATION, FEE AND ACCEPTANCE

2.1 Installation. Except for such specialized construction as defined below, MCNC or MCNC's approved vendors shall provide all labor, materials and equipment required to splice and test the Dark Fiber between the demarcation points ("Demarcation Points"). As used in this Agreement, "Demarcation Points shall be defined as the connection points between the MCNC-owned Dark Fiber and Customer-owned fiber optic cable or peripheral equipment with the specific Demarcation Point(s) identified in the Dark Fiber Order.

2.2 Installation Fee and Splicing Fee. For the installation services described herein, Customer shall pay a one-time installation fee as specified in the Dark Fiber Order (the "Installation Fee") plus any applicable sales and use tax. If Customer requires MCNC to splice the Dark Fibers on Customer's side of the Demarcation Points, Customer shall pay splicing fees based on the work performed and at the rates set out on the Dark Fiber Order. Customer shall request such splicing work not less than ten (10) days in advance of the date the connection is requested.

2.3 Customer Responsibilities. Customer shall, at its own expense, be solely responsible for the purchase, installation and maintenance of all terminals, patch cords, fiber optic, and other peripheral equipment required by Customer to interconnect with the Dark Fiber and with other fiber telecommunications cable located on Customer's side of the Demarcation Points at Customer's locations. In addition, Customer shall, at its own expense, provide all labor, materials and equipment for any specialized construction that may be required at Customer's locations including, but not limited to, the installation of new conduit or core drilling and all cabling and infrastructure required between each location's Demarcation Point and the Customer's end user's site in each

location. Customer shall be solely responsible for obtaining and maintaining all rights-of-way from each location's property line to the Demarcation Point, including permissions to occupy and access locations identified in the Dark Fiber Order and obtaining and maintaining a valid building access agreement from the location's owners, if not previously in place.

2.4 Maintenance of Service. Maintenance of the MCNC network, including the Dark Fibers, shall be provided by MCNC or its contractor, subcontractor, or other designee in accordance with industry standards. As part of the services provided under this Agreement, MCNC shall provide Routine Maintenance which is included in the annual lease fee. All Non-Routine Maintenance shall be provided by MCNC to Customer on a pro rata basis as set forth in the Dark Fiber Order. MCNC's maintenance and repair duties shall not include maintenance, repair, or replacement of Customer's optronics, electronics, optical or electrical equipment, or materials, facilities, or other equipment used by Customer in connection with its use of the Dark Fibers, said maintenance, repair, and replacement being Customer's sole responsibility and at Customer's sole expense.

2.5 Fiber Acceptance Procedures. Customer shall be responsible for the testing of the Dark Fiber, which testing will be performed with industry accepted equipment, and shall provide MCNC with a report of such test results. Upon completion of the test results, Customer shall have five (5) working days to give MCNC written notice of acceptance thereof ("Acceptance") or reject the test results and specify parts not in accordance with the standards criteria. Failure of Customer to review and either accept or reject the test results within the applicable time limits (5 working days) shall operate as constructive acceptance of the test results for purposes of Acceptance in this Agreement. If any portion of the Dark Fibers does not conform to the standards criteria, and MCNC fails to remedy all defects or failures within forty-five (45) days after receiving notice from Customer of rejection, then at Customer's option and upon written notice from Customer, MCNC shall return to Customer any previous payments and this Agreement shall terminate, with no further obligations or penalties to Customer.

2.6 Configuration and Access to the Dark Fibers. MCNC shall have full and complete control and responsibility for determining any routing configurations of the MCNC network system and the location and configurations of all lateral spurs, manholes and handholes. Customer shall not have access to MCNC's handholes. Except as expressly set forth herein, the Lease does not include the right of Customer to own, control, maintain, modify or revise the Dark Fibers, the right of physical access to the MCNC System, the right to encumber the MCNC System in any manner, or the right to use the MCNC System. Notwithstanding anything contained in this Agreement to the contrary, any and all work with respect to the Dark Fibers and the MCNC System shall be performed solely by MCNC unless specified otherwise. Customer shall have the right only to connect its authorized communications equipment with the ends of the Dark Fiber and any such other access point along the Dark Fibers that has been approved by MCNC (each such endpoint and access point being referred to as a "Connecting Point"). Customer shall have no other access rights to the MCNC's network unless otherwise agreed to in writing.

2.7 Use of Dark Fibers. Subject to the limitations set forth in this Agreement, Customer shall use the Dark Fibers solely for lawful purposes and shall not use the Dark Fibers in a way which physically interferes in any way with or adversely affects the use of the other fibers in MCNC system network or the fibers or cable of any other person or entity using MCNC's network. In no event whatsoever shall Customer directly or indirectly transfer, sell, assign, swap, exchange, lease, sublease, license, sublicense, resell or grant indefeasible or other rights of use in or to all or any part of the Dark Fibers or Customer's interest therein, or enter into any other arrangement with any party for such party's use of all or any part of the Dark Fibers, without the prior written consent of MCNC. Any action in violation of this Section 2.7 shall constitute a material breach of this Agreement and shall, in addition to any other remedies available to it, entitle MCNC to terminate this Agreement without any liability to Customer or the repayment of the Lease Payment or any other fees or charges paid by Customer.

ARTICLE 3 TERM

3.1 The initial term of this Agreement shall commence on the Acceptance Date and shall remain in effect for the period specified in the Dark Fiber Order (the "Term"). Thereafter, the Term will automatically renew for a one-year increment (the "Extension Term"), unless one Party provides the other Party with at least ninety (90) days written notice prior to the end of the Term of that Party's desire to terminate this Agreement. MCNC shall



notify Customer at least ninety (90) days before the renewal date of any changes in Lease Payments and/or costs for an upcoming Extension Term; and the new fees as to the ensuing Extension Term shall be deemed accepted by Customer unless Customer elects to terminate this Lease at the end of the then current Term.

ARTICLE 4 PAYMENT

4.1 Lease Payment. In consideration for the lease of the Dark Fiber to be provided by MCNC to Customer pursuant to this Agreement, Customer agrees to make the annual lease payment (the "Lease Payments") to MCNC in the amount specified in the Dark Fiber Order, plus applicable sales and use tax. Lease Payments shall begin on the Acceptance Date and continue throughout the Term. Lease Payments shall be billed annually, in advance, and all invoices shall be due and payable thirty (30) days after the date of the invoice. MCNC may impose a late payment charge of the lower of 1.0% per month or the highest rate legally permissible thereon, said charge to be payable on demand and to be in addition to other remedies available to MCNC under the Agreement or by law.

4.2 Installation Fee Payment. The Installation Fee specified in the Dark Fiber Order shall be due and owing in full on the Acceptance Date.

4.3 Taxes and Governmental Charges. In addition to Lease Payments, all foreign, federal, state and local taxes, and all duties and governmental fees, whether stated in the Agreement or not, shall be the obligation of Customer. Customer shall pay amounts equal to its proportionate share of any taxes, duties, franchise fees, ad valorem taxes, property taxes and impositions resulting from this Agreement for any activities hereunder, or imposed, assessed or levied upon the MCNC System or upon the Dark Fibers, exclusive of taxes based upon MCNC's net income.

ARTICLE 5 LEASE STATUS

5.1 The Parties intend that this Agreement shall operate as a "lease", as defined by North Carolina law. MCNC's Dark Fiber shall not be construed to result in the transfer of title to any part of the Dark Fiber to Customer or in the creation of a "security interest" within the meaning of North Carolina law. Customer shall keep MCNC's facilities and the Dark Fiber free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use of the Dark Fiber by Customer.

ARTICLE 6 OTHER RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

6.1 Relocation. If MCNC is required by a utility or a third party with legal authority to so require (including a party with the power of or exercising condemnation) it shall not adversely affect the use, operations, or performance of the Customer use of the Dark Fiber except to the extent of interruptions permitted for relocations and it shall not change any endpoints of the Dark Fibers.

6.2 Substitute Dark Fibers. Upon written notice from MCNC to Customer, MCNC, at its sole discretion, may substitute for the Customer Dark Fibers an equal number of alternative fibers along the route or an alternative route, provided that, in any such event, such substitution (i) shall be effected at the sole cost and expense of MCNC, including all disconnect, reconnect, equipment relocation, and other costs, fees, and expenses, (ii) shall not adversely affect the use, operation, or performance of the Customer's network, except to the extent of interruptions permitted for relocations; and (iii) shall not change any endpoints of the Customer Dark Fibers unless mutually consented by MCNC and Customer.

ARTICLE 7 FORCE MAJEURE

7.1 Except for Customer's obligation to remit payments for the Dark Fiber services hereunder, in the event either Party is prevented from performing its obligations under this Agreement due to circumstances beyond its control including, without limitation, labor disputes, power outages or shortages, fire, explosion, flood, drought, acts of God, war or other hostilities, civil commotion, domestic or foreign governmental acts, orders, or regulations,



inability to obtain facilities or supplies, or if Customer or MCNC is notified by a state or federal regulatory body that any aspect of this Agreement does not comply with any applicable law, regulation, rule, or policy, then the obligation of MCNC to provide services and/or the obligation of the Customer to accept services hereunder shall be suspended during the period of such disability.

ARTICLE 8 LIMITATION OF LIABILITY AND DISCLAIMER

8.1 MCNC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF SERVICES OR SYSTEM EQUIPMENT AND/OR FOR FITNESS FOR A PARTICULAR PURPOSE AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES OR MERCHANTABILITY, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED WITH RESPECT TO THE PRODUCT OR SERVICES FURNISHED TO CUSTOMER, AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. IN NO EVENT SHALL MCNC BE LIABLE FOR EXPENSES, DAMAGES OR OTHER LOSSES INCURRED BY CUSTOMER AS A RESULT OF DELIVERY DELAYS OR FOR SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES. ORAL STATEMENTS MADE BY MCNC'S EMPLOYEES AND AGENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON AS SUCH BY CUSTOMER, AND ARE NOT PART OF THIS AGREEMENT. IN NO EVENT SHALL MCNC'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY MCNC DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM GIVING RISE TO SUCH LIABILITY FIRST AROSE.

8.2 Limitation of Liability. Customer's sole and exclusive remedies for breach or non-performance of this Agreement, by MCNC shall be, at MCNC's election, re-performance and/or repair or replacement by MCNC of any defective Dark Fibers. MCNC will in no event be liable for special, exemplary, punitive, indirect, consequential or incidental damages, including but not limited to, damages for loss of use, lost profit, loss of business or goodwill, or other financial injury arising out of or in connection with the maintenance, use, performance or failure of the Dark Fiber or equipment. In no event shall MCNC be liable for any loss or damage relating to a claim for personal injury arising out of or in connection with maintenance, use, performance or failure of the Dark Fiber or equipment. MCNC's liability to the Customer, for damages, from any cause whatsoever and regardless of the form of the action, whether in contract, in tort (including negligence or strict liability) or by statute, shall be limited to direct damages and shall not exceed the value of the total payments paid to date to MCNC at the time of the act giving rise to the claim under this Agreement.

ARTICLE 9 DEFAULT AND REMEDIES

9.1 Event of Default. Any of the following shall constitute an event of default: (a) Customer fails to pay any Lease Payment or any other amount owed to MCNC within ten (10) days after its due date; (b) Customer fails to perform or observe any other representation, warranty, covenant, condition or agreement with MCNC and fails to cure such breach within thirty (30) days after written notice; (c) any representation or warranty made by Customer hereunder or in any other instrument provided to MCNC by Customer proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment of benefit of creditors is made by or against Customer; (e) Customer becomes insolvent or fails generally to pay its debts as they become due; (f) Customer voluntarily or involuntarily dissolves or is dissolved or terminates or is terminated; or (g) MCNC fails to observe or perform any of its representations, warranties, and/or obligations with Customer and fails to cure such breach within thirty (30) days after written notice.

9.2 Remedies. In the event of a default by either party, the non-defaulting party shall have the right to exercise any or all of the following remedies to the extent applicable: (a) terminate this Agreement; (b) MCNC may declare all Lease payments and other amounts under this Agreement immediately due and payable; (c) MCNC may proceed to enforce the remedies of a secured party under North Carolina law; (d) proceed by court action to enforce performance of this Agreement and any remedy provided for herein and/or recover all damages of any default or



exercise any other right or remedy available at law or in equity; and (e) disconnect and/or remove the fiber optic cable and equipment.

ARTICLE 10 TERMINATION

10.1 Lease Expiration. Upon the expiration of the Term, the Lease with respect to the Dark Fibers shall immediately terminate, all rights of Customer to use the MCNC System and the Dark Fibers shall cease, all rights to the use of the Dark Fibers shall revert to MCNC, and MCNC shall owe Customer no further duties, obligations or consideration.

10.2 Termination – After Acceptance Date. If at any time during the Term, Customer desires not to retain the Lease and to terminate the Lease for any reason other than a MCNC default, Customer shall have the right to terminate the Lease by providing at least sixty (60) days prior written termination notice to MCNC (“Early Termination”). In the case of such Early Termination, upon the termination date all of the following apply, (i) Customer shall pay a cancellation fee equal to the amount of monthly charges remaining on the term of the Lease (ii) MCNC may disconnect the Dark Fiber without further notice to Customer and without liability to MCNC; (iii) this Agreement shall terminate and Customer shall not be entitled to a refund of any of the prior consideration paid; (iv) all rights of Customer to use the MCNC System, including the Dark Fibers therein, shall cease; (v) all rights to the use of the Dark Fibers shall revert to MCNC; and (vi) MCNC shall owe Customer no further duties, obligations or consideration.

ARTICLE 11 INSURANCE

11.1 Insurance Coverage. Customer at its cost and expense shall maintain industry standard insurance, provided such insurance minimally shall include a general liability insurance policy with coverage amounts of at least \$1,000,000.00, insuring MCNC and Customer against liability arising out of the use, occupancy, and maintenance of the Customer Dark Fibers. Customer agrees to obtain a written obligation from its said insurer to notify MCNC in writing at least 30 days prior to cancellation or refusal to renew or material changes to any said policy of insurance maintained by it pursuant to this Agreement. Customer shall provide MCNC a certificate of said insurance.

ARTICLE 12 MISCELLANEOUS

12.1 Choice of Law. This Agreement shall be governed and interpreted under the laws of the State of North Carolina. The Parties agree that any action related to this Agreement shall be brought under the jurisdiction and venue of the courts of Wake or Durham County State of North Carolina.

12.2 Relationship of the Parties. Nothing contained in this Agreement shall be construed to create any partnership or agency relationship between the Parties for any purpose, action, or transaction, including those related to the performance of this Agreement.

12.3 Intellectual Property. Nothing in Agreement shall be construed as granting any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by MCNC or Customer or granting any right, title, or interest in the other party’s trademarks, trade names, or service marks. Neither party shall use the lawful trademarks, trade names, or service marks of the other without prior written permission of said other party.

12.4 Entire Agreement. This Agreement represents the entire agreement between the Parties relating to this matter. No prior or contemporaneous discussions, representations, understandings, or statements, oral or written, relating to this Agreement or its subject matter shall have any force or effect. Exhibit A Dark Fiber Order and Exhibit B Escalation Lists of the Parties, all attached hereto, are incorporated herein by reference and made a part of this Agreement.



12.5 Assignment. MCNC may, without Customer's consent, assign or otherwise transfer this Agreement or its rights or obligations hereunder to any other party, in whole or in part. Customer may not assign or sublease this Agreement or any interest, payment, or rights hereunder without the prior written consent of MCNC.

12.6 Severability. If any provision or provisions of this Agreement are deemed in a court of law to be illegal or otherwise unenforceable, such provision or provisions shall be modified, wherever possible, to provide binding force and effect. If modification is not possible, the elimination of such provision or provisions shall not serve to invalidate the Agreement and all remaining provisions of this Agreement shall remain valid and enforceable.

12.7 Waiver. The failure of either Party to enforce at any time, or for a period of time, any of the provisions of this Agreement, shall not be construed as a waiver of such provision or of the right of such Party thereafter to enforce such provision.

12.8 Notices. All notices or demands of any kind that any party is required or desires to give or to make upon others in connection with this Agreement shall be in writing and may be provided by personal delivery, registered or certified mail, return receipt requested, overnight delivery, facsimile, email (provided that if notice or demand is sent by facsimile or email that a copy is sent as well by first class mail) or by depositing the notice or demand in the United States mail, postage prepaid, and addressed to the other party as follows:

<p>If to MCNC: MCNC 3021 E. Cornwallis Road, PO Box 12889 Research Triangle Park, NC 27709-2889 Attn: Patricia Moody Phone: (919) 248-1820 Fax: (919)-248-1101 Email: pmoody@mcnc.org</p>	<p>If to Customer: Haywood County Government 215 N. Main Street Waynesville, NC 28786 Attn: Marty Stamey, County Manager Phone: 828-452-6625 Fax: 828-452-6715 Email: _____</p>
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12.9 Execution. This Agreement may be executed in one or more counterparts, and such executions may be transmitted by facsimile or electronic mail and any such execution shall have the full force and effect of a signed original. All fully executed counterparts, whether original executions or facsimile or electronic executions or a combination, shall be construed together and shall constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

MCNC

Haywood County Government

(Authorized Signature)

(Authorized Signature)

Patricia Moody
(Printed Name)

Marty Stamey
(Printed Name)

Chief Financial Officer
(Title)

County Manager
(Title)

(Date)

(Date)



**Exhibit A
Dark Fiber Order
Provisions**

Term	Amount
Number of Dark Fibers	6 Dark Fibers
Lease Payment	\$2,332.80 Annually (\$194.40 per month)
Maintenance Fee	\$0 per month-included in Lease Payment
Installation/Provisions Fee	\$500.00-Non Recurring Charge
Term	60 months
Route Miles	1 mile(s) (approximately).
Splicing costs (if Customer desires MCNC to perform splicing on Customer's side of Demarcation Point)	Customer to be billed at MCNC's actual cost, plus 10%, not to exceed \$1,000.00

Location "Lateral Spur"	Demarcation Point

Customer Requirements/Building Access Agreements: Customer is responsible for all work on the premise side of each Demarcation Point, including securing its own rights and related costs to access, occupy, and conduct typical telecommunication operations (which may include, but not be limited to, construction permits and underlying rights, access agreements and fees, lateral and riser fees, cross-connects, coordination at any third party owned Location, and, where applicable, necessary space for MCNC's fiber termination panel). Where applicable, Customer is also responsible for securing rights for MCNC to access each building and providing all necessary cable pathways (all the above, collectively, "Customer Requirements"). Any delay in Customer providing such Customer Requirements may delay MCNC from completing work at any location. In the event that Customer has not provided the Customer Requirements in time to allow MCNC to complete work at any Location (including Fiber Acceptance Testing) on or before the Estimated Completion Date, then MCNC may continue with the acceptance procedures to the extent possible and invoice for the services under this Dark Fiber Order as if all locations were completed by the Estimated Completion Date. Upon receipt of said invoice, Customer shall remit payment for the services performed herein and in accordance with the terms of the Agreement and this Dark Fiber Order.

Non-Routine Maintenance Charges: Customer shall pay and reimburse MCNC for Customer's proportionate share of all costs incurred by MCNC in connection with non-Routine Maintenance of the MCNC System and the Dark Fibers (including repairs required as a result of cable cuts or natural or man-made disasters), within thirty (30) days of the date of MCNC's invoice therefor. User's proportionate share of such costs shall be determined and allocated based on the ratio to which the number of Dark Fibers bears to the total number of fibers within the affected portion of the MCNC System. Notwithstanding the first sentence of this Non-Routine Maintenance Charges Section, to the extent such Non-Routine Maintenance relates to (i) work necessitated by Customer's negligence or willful misconduct or (ii) Customer's elective maintenance or repair requests, Customer shall pay and reimburse MCNC for one hundred percent (100%) of all costs incurred by MCNC in connection with such Non-Routine Maintenance, within thirty (30) days of the date of MCNC's invoice therefor.

**Exhibit B
Escalation Lists**

MCNC Escalation List

NCREN Escalation Procedures			
Steps	Role	CONTACT INFO	
	Technical Contacts		
First	NCREN Network Operations Center	Phone:	877-466-2736
		E-mail:	trouble@ncren.net
Second	Manager, Service Desk	Name:	Jeremy Buenviaje
		Office Phone:	919-248-8437
		Cell Phone:	919-675-2836
		E-mail:	jbuenviaje@mcnc.org
Third	Director, MCNC Operations	Name:	Todd Broucksou
		Office Phone:	919-248-1117
		Cell Phone:	919-259-5390
		E-mail:	tbroucks@mcnc.org
	Management Contacts		
Fourth	VP-Community Support	Name:	John Killebrew
		Office Phone:	919-248-4129
		Cell Phone:	919-801-1566
		E-mail:	jtk@ncren.net
Final	President and CEO, MCNC	Name:	Joe Freddoso
		Office Phone:	919-248-8400
		Cell Phone:	919-247-5121
		E-mail:	joe@mcnc.org

Haywood County Government Escalation List

Steps	Role	CONTACT INFO	
	Technical Contacts		
First		Phone:	
		E-mail:	
Second		Name:	
		Office Phone:	
		Cell Phone:	
		E-mail:	
Third		Name:	
		Office Phone:	
		Cell Phone:	
		E-mail:	
	Management Contacts		
Fourth		Name:	
		Office Phone:	
		Cell Phone:	
		E-mail:	
Final		Name:	
		Office Phone:	
		Cell Phone:	
		E-mail:	

