

Beaufort County Board of Commissioners
Monday, May 1, 2023, Agenda
136 W 2nd Street, Washington, NC 27889

A) Call to Order – Chairman Waters		5:30 PM
B) Pledge of Allegiance		
C) Conflict of Interest Disclosure Statement	2	5:35 PM
D) Approval of Agenda – Chairman Waters		
E) Items for Presentation		
1. Service Awards Presentation – Deloris Creasman, Human Resources	4	5:40 PM
2. Opioid Settlement Strategies Update – Tiffany Moore, BC360 Behavioral Health Taskforce	5	5:45 PM
F) Public Comments	11	5:50 PM
G) Legislative Updates for Elected Officials	12	5:55 PM
H) Items for Consent		6:00 PM
1. Budget Amendment, Health Dept – JaNell Octigan, Health Director	13	
2. Health Dept FY 23 Down East Protection System Purchase Request JaNell Octigan, Health Director	15	
3. Budget Amendment, Public Works – Christina Smith, Public Works Director	25	
4. Budget Amendment, Public Works – Christina Smith, Public Works Director	27	
5. Surplus, Public Works – Christina Smith, Public Works Director	29	
6. Surplus, Health Dept – JaNell Octigan, Health Director	34	
7. Surplus, Sheriff's Office – Capt. Mike Gerard, Sheriff's Office	35	
8. Tax Office Refunds Over \$100 – Lloyd Salter, Tax Assessor and Wyn Kinion, Tax Collector	36	
9. JCPC Funding Plan – Brian Alligood, County Manager	40	
10. Reappointment to DSS Board – Katie Mosher, Clerk to the Board	42	
I) Public Hearings and Item for Decision		
1. Petition to Name a Geographic Monument – Josh Hollis, Planner	43	6:05 PM
2. Public Hearing, Project RX – Brad Hufford, Economic Development Director	51	6:10 PM
3. Project RX Economic Development Incentive – Bradd Hufford, Economic Development Director	54	6:15 PM
J) Item for Decision – Health Department		
1. Health Department Rural Health Coordinator Program – JaNell Octigan, Health Director	55	6:20 PM
K) Item for Discussion – Solid Waste		
1. Solid Waste Ordinance Update – West Overman, Public Works	56	6:25 PM
L) Item for Discussion – Finance Office		
1. Finance Report – Anita Radcliffe, Finance Officer	57	6:30 PM
M) Item for Decision – Manager's Office		
1. Contract with NC-DIT and Brightspeed for Broadband Installation – Brian Alligood, County Manager	58	6:35 PM
N) Item for Discussion and Decision – Commissioner Hood Richardson		
1. Controlling Trash Dumping – Commissioner Richardson	128	6:40 PM
2. Discussion on Who Signs County Contracts – Commissioner Richardson	129	6:45 PM
3. Beaufort County School Discussion – Commissioner Richardson	130	6:50 PM

4. Resolution Opposing Removal of Confederate Memorial in Arlington National Cemetery Commissioner Richardson	131	6:55 PM
5. Closed Session Request – Commissioner Richardson	132	7:00 PM
BREAK		7:05 PM
O) Item for Discussion – Commissioner Stan Deatherage		
1. Expand Governmental Mail Provider – Commissioner Deatherage	133	7:20 PM
P) Closed Session, Attorney/Client Privilege – David Francisco, County Attorney	134	7:25 PM
Q) Commissioner Comments	135	7:30 PM



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Conflict of Interest Disclosure Statement

Summary of Information: The Beaufort County Code of Ethics states that “the stability and proper operation of democratic representative government depends upon the continuing consent of the governed, upon the public confidence in the integrity of the government and upon responsible exercise of the trust conferred by the people.” It further states that Commissioners should obey the law; should uphold the integrity and independence of their office; should avoid impropriety and the appearance of impropriety in all their activities; and should perform the duties of their office diligently.

In recognition of these goals and in keeping with the ethical standards of conduct for public officials, disclosure of interest in legislative action must be stated for the public record. Commissioners who have an interest in any official act or action before the Commission shall publicly disclose on the record the nature and extent of such interest and shall withdraw from any consideration of the matter if excused by the Commissioner pursuant to G.S. 153A-44.

Is there any Commissioner who wishes to make a disclosure regarding any matter that is before the Board?

Submitter Recommendations/Motions:

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Presentation

Presenter: Deloris Creasman, Human Resources

Agenda Title: Service Award Presentations

Summary of Information: The following people are being presented service awards for their years of service to Beaufort County.

Tonya Hopkins	DSS	5 Years
Jeffery Everett	Water Dept	15 Years
Jason Cleary	Sheriff's Office	15 Years
Kasey Neal	Sheriff's Office	15 Years

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Presentation

Presenter: Tiffany Moore, BC360 Behavioral Health Taskforce

Agenda Title: Opioid Settlement Strategies Update

Summary of Information: On September 6, 2022, the Board of County Commissioners approved strategies to be supported by the Opioid Settlement Funds. As requested, this presentation will provide an update on the past 6 months of activities for the following approved strategies:

- Peer Support Services throughout Beaufort County
- Prevention through health education with a focus on K-12
- Maintain the Behavioral Health Task Force Collaborative
- Pilot community projects target substance misuse and/or prevention in Beaufort County

Submitter Recommendations/Motions: None. Informational only.

Attachments:

1. Presentation

Beaufort County Opioid Settlement Update



1



Behavioral Health Task Force

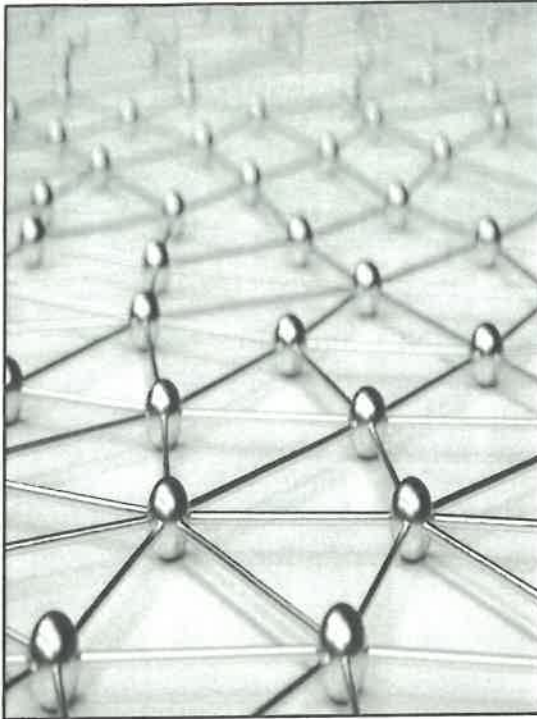
Mission: To identify and respond to behavioral health needs in Beaufort County based on evidence-based practices and collaborative action.

Concentrate first on Beaufort County and work within the region if possible.

Create a comprehensive prevention campaign

1. Collaborate
2. Prevent misuse
3. Include criminal justice system interventions
4. Transitioning - Intervention

2



Strategic Recommendations for Opioid Settlement Funds

- Maintain BHTF Collaboration
- Add Two Peer Support Specialists to our Community
- Add One Health Education Specialist to our Community
- Community Projects – TBD as to Strategic Goal based upon project

3

BHTF Collaboration

- **Community outreach and education campaign**
 - Community in Action events: Washington, Blount's Creek, Belhaven, Chocowinity
- **Riverfront Talks: Substance Matters podcast series**
 - Purpose: Stigma Reduction, Open dialogue
 - Educate: Dangers of using substances, fentanyl, new drugs
 - Inform: Resources available in the community, options for treatment
- **New Partners: Law Enforcement**
 - Sheriff's Office
 - Washington Police Department
 - Celebrate Recovery

4

Expand Peer Support Infrastructure

Challenges



LOCAL TRAINING



AFFORDABILITY

Achievements

- 14 individuals trained in Wellness Recovery Action Plan (WRAP)
- Multiple NC Certified Peer Support Specialists trained to work in Beaufort County

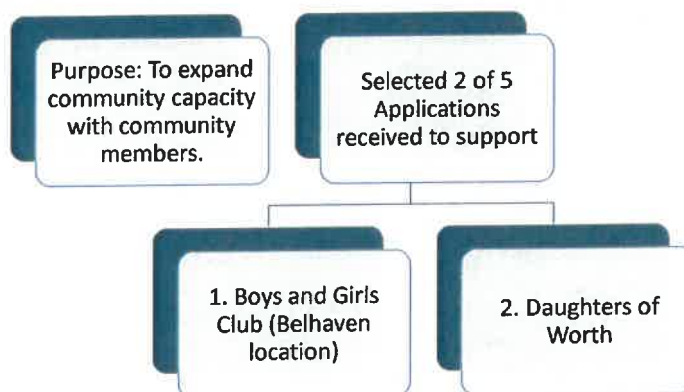
5

Opioid/Substance Use Educator

- ❖ **Delays** – difficulty in hiring for the position
- ❖ **Updates** – Position has been offered to a candidate
- ❖ **The Health Education Specialist purpose:**
 - Planning, Implementation, & Evaluation of Substance Misuse Prevention & Interventions
 - Public Education Campaign
 - Engaging Priority Populations: Youth, Adolescents, Pregnant Women, Parents, and Families
 - Return on Investment

6

Community Pilot Projects



7

Community Pilot 1 Details

Boys & Girls Club of the Coastal Plains Belhaven chapter

- ❑ Provide voluntary after-school programs for young people, aiming at youth ages six to fifteen years old.
- ❑ Utilize SMART Moves (Skills Mastery and Resilience Training) programs to educate youth and help members resist drug use, alcohol, tobacco, and premature sexual activity with a focus on substances.

Metrics

- % increase in knowledge among program participants regarding substance misuse & refusal of drugs.
- % increase in improved attitude changes that reflect a healthy emotional wellness.
- Decreased use of substances (including illicit drugs, marijuana, alcohol, and e-vape/tobacco products).
- Improved grade average amongst club members (at least "C" average or better).
- Increased participation in Triple Play Social Recreation and community service projects.

8

Community Pilot 2 Details

Daughters of Worth

- ❑ Serve girls (elementary – high school) and young ladies (18-25) who have been identified as marginalized, vulnerable, and at-risk due to their experiences with substance use, mental health disorders, and human trafficking.
- ❑ Provide services to victims/survivors of human trafficking and domestic violence located in Beaufort County to find freedom from substances and exit their trafficker and establish a pathway for the victim/survivor that is conducive for long term recovery and success.

Metrics

- # of individuals with substance use disorder referred to Daughters of Worth for services from Recovery Court, Juvenile Justice, or other partnering agencies.
- # of individuals who receive emergency support services for substance use disorder treatment or overdose.
- # of screening assessments conducted in Recovery Court, Juvenile Justice, and other participating agencies that identify women as both suffering from substance use disorder and as victims of human trafficking.
- # of individuals referred or transported to detox by Daughters of Worth.
- # of young women who report reduced or eliminated substance use.



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Public Comments

Name

Contact Information

Submitter Recommendations/Motions: No motion necessary. Discussion only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Legislative Updates for Elected Officials

Summary of Information: During the May 4, 2020, Board of Commissioners meeting, in a vote of 6 to 1, The Beaufort County Board of Commissioners approved allowing County Representatives 15 minutes to speak and receive questions during regular Board meetings each month.

Submitter Recommendations/Motions: N/A

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Public Health Director

Agenda Title: Health FY23 Budget Amendment

Summary of Information: Beaufort County Health Department is requesting to amend the FY23 budget to reflect the following revenues and expenditures:

- \$7,066 Environmental Health Food & Lodging State Funds
- -\$700 WIC Hyde County Subcontract

Submitter Recommendations/Motions: Recommendation is to approve the budget amendment as presented.

Attachments:

1. Budget Amendment

**Beaufort County
Finance**

**Budget
Amendment
Request**

Department: HEALTH

Date of Request: 5/1/23

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100600-460100	WIC Hyde Subcontract Revenue		\$700
105167-531000	WIC Professional Development		\$400
105167-532500	WIC Postage		\$300
100211-447520	EH Food & Lodging State Revenue	\$7,066	
105180-512200	EH Salaries Overtime	\$1,000	
105180-523100	EH Educational Supplies	\$1,000	
105180-526000	EH Office Supplies	\$2,000	
105180-526001	EH Field Supplies	\$3,066	

Department Justification: Budget Amendment for WIC and Environmental Health Food & Lodging State Funding

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. N/A

State Position No. N/A

APPROVAL	SIGNATURE	DATE
Department Head	<i>Janell Octigan</i>	Apr 17, 2023
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Public Health Director

Agenda Title: Health Department FY23 Down East Protection Systems Access Control Purchase Request

Summary of Information: Beaufort County Health Department is requesting approval for the following purchase:

- Building Access Control System \$33,973.21
 - Down East Protection Systems (DEPS) will install access control on 12 doors at the Health Department. This includes 5 exterior doors and 7 interior doors (replacing outdated keypad locks).
 - This vendor has been selected as the sole source for compatibility with the existing access control systems installed at other County owned facilities.
 - The Health Department will be utilizing regional public health ARPA funds for this project; therefore. Regional public health ARPA funds were approved as a budget amendment at the March 6, 2023, Board of County Commissioners meeting.

No County funds are requested for this purchase.

Submitter Recommendations/Motions: Recommendation is to approve the purchase request as presented.

Attachments:

1. DEPS Quote
2. Sole Source
3. Purchase Requisition



Proposal: 5149-6-0

Beaufort County Health Department - 12 Doors Final

Prepared for:
Janell Octigan

Beaufort County
1436 Highland Dr
Washington , NC 27889

P (252) 946-1902
E janell.octigan@bchd.net
C

Prepared by:
Tom Vermillion
C (252) 560-8875
E tvermillion@depsnet.com

Proposal Issued:
3/29/2023

Proposal Valid To:
4/8/2023

PROJECT DESCRIPTION & INVESTMENT

Client Information

Name: Beaufort County
Site: Health Department
 1436 Highland Dr
 Washington, NC 27889

Billing: Bill To
 1436 Highland Dr
 Washington, NC 27889

Contact
 Janell Octigan
P: (252) 946-1902
C:
E: janell.octigan@bchd.net

Statement of Work

Background:

Customer requested installing access control on 12 doors at the Beaufort County Health Department.

Scope of Work:

Galaxy Access Control System

DEPS to install Access Control System with Readers, Locks and Door Contacts on 12 doors. This quote is for 5 exterior doors and 7 interior doors.

- Provide and Install of Galaxy 12 door panel in the IT room.
- Provide additional 16 door license to accommodate the additional doors.
- Programming, test and commission of system

Interior Doors

- Provide and Install Card Reader, Electrified Lock set, Door Contact and Composite Cable to each interior door location
- Removing battery powered keypad locks from each door, and hanging locks over to Beaufort County
- Installing electrified Cylindrical locks in there place, this will include coring each door, and installing a transfer hinge

Exterior Doors

- Provide and Install Card Reader, Electrified Strike, Door Contact and Composite Cable to each exterior door location
- Only the items listed on list of materials of this proposal are provided by DEPS**

Execution and Delivery:

DEPS will work with the customer to finalize the project timeline once the project has been awarded. All work is to be done during regular business hours, Monday thru Friday 8am to 5pm EST and excludes weekends and holidays. Due to fluctuating prices this quote is good for 10 days from the date of the quote.

Qualifications and Assumptions:

- Any additional work requested by the customer which is not specifically outlined in this scope of work will be completed under a change order, separate contract, or service ticket.
- IP Addresses to be furnished by the customer for any network connected equipment
- Permit requirements are not anticipated for the scope of work included in this proposal
- DEPS assumes there will be enough spaces for technician parking in the lot associated with the building of installation.
- This proposal is based upon and includes standard shipping.

- Project includes 1 Year Warranty on all Parts and Labor except for physical abuse and acts of nature.

Project Performance Requirements:

Standard safety procedures will be adhered to on this project. DEPS is unaware of any special safety considerations outlined for this project

Invoicing Schedule:

- DEPS reserves the right to progress invoice

Project Investment

Galaxy Access Control System

QTY	Description
12	Farpointe P-500H Proximity Reader
100	CAT 6, unshielded, riser Rated Wht Jkt.
1	Conduit, Boxes, Connectors, etc
2	Cylindrical lock door trim palte
5	9 Inch Cylindrical Lock Cover Plate
7	4-Conductor Power Transfer Hinge, 4x 26AWG, Dull Chrome
7	Failsecure Solenoid Controlled Electrified Cylindrical Lockset, Locked Outside Only, Dull Chrome
16	3/4 Recessed Stubby Steel Door Switch
2	Galaxy Corporate Software License 8 Door Addon
2	Access Power Controller with Power Supply Charger, 8 PTC Class 2 Relay Outputs, 12/24VDC
3000	4 ELEM COMP Cable Yelw Jkt (Banana Cable)
5	HES 9400 Slim Line 1/2" Surface Mount Rim Strike
1	Galaxy 635 12 Door Kit in Large Can w/ 10A ESD PS

Labor:

QTY	Description
4	Programming
96	Installation

Total Purchase Price	\$33,973.21
Deposit Due in Advance	\$16,986.61
Balance Due Upon Completion	\$16,986.60
Plus applicable taxes	

PROJECT DESCRIPTION & INVESTMENT

Project Acceptance

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Customers Responsibilities** section of the agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Down East Protection Systems is hereby authorized to perform the work as specified.

Accepted By: Down East Protection Systems**Name: Tom Vermillion****Signature:** _____**Title: President** _____**Date:** _____**Accepted By: Beaufort County****Name: Janell Octigan****Signature:** _____**Title:** _____**Date:** _____

EXHIBIT C
SOLE SOURCE JUSTIFICATION FORM

This form must be completed for all Sole Source purchase requests and submitted to the Purchasing Agent for approval prior to obtaining **County Manager** approval; or submitting a Consent Item for **BOCC** approval.

For informal purchases not requiring **County Manager or BOCC** approval, the completed form must accompany the Purchase Requisition whenever a sole source purchase is requested. However, I am requesting sole source approval based on the following criteria.

Requestor: Sara Graham	Date: <u>03/29/23</u>
Requestor:	Department: Public Health
Title: Business Officer I	
Phone Number: 252-940-6537	Requisition:
Product: Galaxy Access Control System	Amount: \$33,973.21

I am aware that N.C.G.S. 143-129 and the Countywide Procurement Policy mandates that Beaufort County procure all apparatus, supplies, materials, and equipment totaling \$30,000 or more by competitively bidding.

1. Recommended Sole Source Vendor:
Company Name: Down East Protection Systems
Contact Name: Tom Vermillion
Address: _____
City, State, Zip: _____
Telephone: 252-939-9500

2. Is the recommended company the manufacturer? Yes ___ No X

3. Does the manufacturer sell the item(s) through a distributor? Yes X No ___

SOLE SOURCE RATIONALE

A specific contractor is the only source of the required item because (check all that apply):

___ The required items are proprietary to the Contractor.

X A specific item is needed:
___ to be compiled or interchangeable with existing hardware.
___ as spare or replacement hardware
___ for the repair or modification of existing hardware
___ for technical evaluation or test

Existing compatibility needs with access control systems installed in other County owned facilities.

_____ The product must be compatible to existing equipment in order to operate adequately; or maintain existing warranties.

Yes (if Yes, provide IST Project List documentation or the date of IST approval so we may confirm the project status.) IST Approval Date: _____

1. Provide detailed information about why you need to acquire these goods: Safety and security of facility.
2. Has your department bought these goods in the past? ____ Yes ____ X No
 - a. Who was the contractor/supplier? _____
 - b. Was the requirement competitively bid or declared a sole source? _____
 - c. What was the last date and price paid for goods? _____
3. Why are the requested goods the only item that can satisfy your requirements? Indicate the unique features of the product that are not available in any other product. Provide specific, quantifiable factors and qualifications. To be consistent and compatible with other County facility access control systems.
4. Were alternative goods evaluated? ____ Yes ____ X No
 - 4a. If yes, what were they and why were the unacceptable? Please be specific with regard to features, characteristics, requirements, capabilities and compatibility.
 - 4b. If no, why were alternatives not evaluated? Existing compatibility needs.
5. What efforts were made to get the best price possible? Evaluated where access control would be installed and quoted only those necessary.

6. Will this purchase obligate the County to this vendor for future purchases? __ Yes __ X No

6a. If yes, please provide details regarding future obligations and/or needs: _____

7. Why is the price for this purchase considered to be fair and reasonable? Consistent with pricing for access control systems.
8. What will be the financial or other impact to your department if this sole source is not approved and a competitive bid is required? The health department is utilizing regional ARPA funds for this project. If a competitive bid is required, the access control system at the health department may not be compatible with other county systems.

TERM

X One Time Purchase _____ Ongoing Purchase

Procurement begin Date: ASAP Procurement end date: _____

I certify that the above information is true and correct and that I have no financial or other beneficial interest in the vendor or product.

Sara Graham
Requestor/Responsible Person

Date: 03/29/23

Janell Octigan
Department Head

Date: Mar 30, 2023

Hollie Jones
Hollie Jones (Mar 30, 2023 15:48 EDT)
Purchasing Officer

Date: 03/29/2023

Bill To
1436 Highland Drive
Health Department

Washington, NC
27889

Requisition 00000969-00 FY 2023

Acct No:
10 -5110-539800
Review:
Buyer: 265hijon
Status: Released

Page 1

Vendor
VERMILLION VENTURES, INC.
2006 N. QUEEN STREET

KINSTON, NC 28501

Tel#252-939-9500 EX780

Ship To
1436 Highland Drive
Health Department

Washington, NC 27889

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/14/23	031269				HEALTH-GENERAL

LN	Description / Account	Qty	Unit Price	Net Price
001	Access Control System for Building	1.00 EACH	33973.21000	33973.21
1	10 -5110-539800			33973.21
	Ship To 1436 Highland Drive Health Department Washington, NC 27889			

[Requisition Link](#)

Requisition Total 33973.21

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10 -5110-539800	33973.21	50418.07
HEALTH-GENERAL		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/14/23	Sharon JaNell Octigan	Auto approved by: 265sgrah
Approved	04/14/23	Sara K. Graham	
Queued	04/14/23	Anita C Radcliffe	
Queued	04/14/23	Hollie I. Jones	



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Consent

Presenter: Christina Smith, Public Works

Agenda Title: Budget Amendment - Public Works, Facilities

Summary of Information: During the August 2022 Board of Commissioners meeting, it was approved to award a construction contract to A.R. Chesson in the amount of \$126,360.00.

Because funding for this project was approved as a part of the FY2022 Capital Improvements budget with a previous estimate of \$80,500, a budget amendment is required to re-allocate funds from other line items.

Submitter Recommendations/Motions: Approve attached Budget Amendment to re-allocate funds.

Attachments:

1. Budget Amendment

Beaufort County Finance

Budget Amendment Request

Department: FY22 Facilities Capital Project Fund

Date of Request: 05/01/2023

FY Budget: 2023

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
171-7173-536303	CH ANNEX WINDOW REPLACEMENT	\$53,500	
171-7173-536650	MAINTENANACE SHOP-EXTERIOR		(\$53,500)
	TOTAL	\$53,500	(\$53,500)

Department Justification: (Please provide detailed explanation)

- Courthouse Annex Window Replacement: Contract approved by BOC for \$126,360 on 8/1/2022.
- Maintenance Shop: Reduce value and scope of work.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for inter-departmental transfers	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Consent

Presenter: Christina Smith, Public Works

Agenda Title: Budget Amendment - Public Works, Solid Waste

Summary of Information: In order to accurately reflect the total cost of the Solid Waste collection site improvements, the invoices for engineering services should be coded to the Capital Project Fund (Fund 182). As such, a budget amendment is needed to move the encumbered funds from the current operating budget (Fund 81) to the project fund.

Submitter Recommendations/Motions: Approve attached Budget Amendment to re-allocate funds.

Attachments:

1. Budget Amendment

Beaufort County Finance

Budget Amendment Request

Department: Solid Waste

Date of Request: 05/01/2023

FY Budget: 2023

No. 001

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
81 -4720-539902	CONVENIENCE SITES		(28,025)
81-4720-598000	TRANSFER TO SOLID WASTE CPF	28,025	
182-3910-433015	TRANSFER FROM SOLID WASTE FUND	28,025	
182-8120-535150	CONVENIENCE SITE REHAB/REPAIR	28,025	

Department Justification: (Please provide detailed explanation)

- Re-allocate funds for Collection Site Improvements engineering costs to the Capital Project fund.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for inter-departmental transfers	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Consent
Presenter: Christina Smith, Public Works
Agenda Title: Surplus - Public Works

Summary of Information: The Public Works Department requests to surplus the following:

<u>Item:</u>	<u>Reason:</u>
<u>Equipment</u>	
ESI Phone System	No longer needed
Nortel Phone System	No longer needed
Powermate portable generator	Does not run following repair attempts
<u>Furniture</u>	
(2) 6' desk hutch units	No longer needed
Multiple small filing cabinets	No longer needed
<u>Miscellaneous</u>	
50' of 4/3 Type SOOW 600 V wire	No longer needed

Submitter Recommendations/Motions: Staff recommends approval of surplus items.

Attachments:
1. Surplus Items

ESI Phone System



Nortel Phone System



Powermate Portable Generator



6' desk hutch units (2)



Filing cabinets



50' of 4/3 Type SOOW 600 V wire





Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Consent

Presenter: JaNell Octigan, Public Health Director

Agenda Title: Health Department Surplus

Summary of Information: The health department is requesting to surplus the following items due to age and function. Items have been replaced.

- Printer: HP Color LaserJet Pro 400 JPBDQ17769
- Printer: HP Laserjet P3015X VNB3Y52602
- Printer: HP M554dn JPBCP1L1G2
- Labeler: Zebra GK420d 28J191900280
- Monitor: Acer 19 G195W 14107831785
- Monitor: LG 208NDK9T645
- Monitor: LG 806NTCZA8131
- Monitor: HP L1506 CNK533285T
- Monitor: HP L1750 CND81204L7
- Monitor: HP LE1911 CNK13207QF
- Scanner: Brother U63287D4G225141
- Scanner: Brother U63287J3G193848

Submitter Recommendations/Motions: Recommendation to approve the surplus list.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Consent

Presenter: Captain Michael Gerard, Sheriff's Office

Agenda Title: Surplus

Summary of Information: Surplus/retire one "Captain" badge and one service handgun. Captain Russell Davenport is retiring from the Beaufort County Sheriff's Office effective May 1, 2023. Please see the requested items to surplus below:

One Smith and Wesson M&P 2.0 9mm, serial number: NDC2236

One gold "Captain" badge

Submitter Recommendations/Motions: Staff recommends approving the surplus of the one Captains badge and one service handgun.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section Item for Consent
Presenter: Lloyd Salter, Assessor and Wyn Kinion, Tax Collector
Agenda Title: Tax Office Refunds Over \$100

Summary of Information: The Tax Assessor and Tax Collector request permission to refund the attached that are over \$100.00

Submitter Recommendations/Motions: Staff recommends approving the attached refunds.

Attachments:
1. Assessor Office Refunds Over \$100
2. Tax Collector Refunds Over \$100



North Carolina Vehicle Tax System

03/23-03/31/2023

NCVTS Pending Refund report

Payee Name		Primary Owner	Secondary Owner	Report Date	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BARLETTA, ALEXANDER	BARLETTA, ALEXANDER			03/30/2023	Refund Generated due to adjustment on Bill #0071382736-2022-2022-0000	Situs error		G01	Tax	\$0.00	\$0.00	\$0.00
								C01	Tax	(\$253.52)	\$0.00	(\$253.52)
								C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
								F61	Tax	\$26.23	\$0.00	\$26.23
INSORE, RICHARD PAUL	INSORE, RICHARD PAUL			03/28/2023	Refund Generated due to proration on Bill #0062254136-2022-2022-0000-00	Vehicle Sold		G01	Tax	(\$181.24)	Refund	\$232.29
								C05	Tax	(\$171.09)	\$0.00	(\$171.09)
											Refund	\$352.33
LEE, JOSHUA ELIJAH	LEE, JOSHUA ELIJAH			03/31/2023	Refund Generated due to adjustment on Bill #0071378182-2022-2022-0000	Situs error		G01	Tax	\$0.00	\$0.00	\$0.00
								C01	Tax	(\$124.98)	\$0.00	(\$124.98)
								C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
								F63	Tax	\$8.84	\$0.00	\$8.84
								E05	Tax	\$7.54	\$0.00	\$7.54
LIPPINCOTT, PAUL VINCENT	LIPPINCOTT, PAUL VINCENT			03/03/2023	Refund Generated due to adjustment on Bill #0070094317-2022-2022-0000	Situs error		G01	Tax	\$0.00	Refund	\$113.60
								C01	Tax	(\$322.37)	\$0.00	(\$322.37)
								C01	Vehicle Fee	(\$5.00)	\$0.00	(\$5.00)
								F61	Tax	\$33.35	\$0.00	\$33.35
											Refund	\$294.02



North Carolina Vehicle Tax System

03/23-03/31/2023

NCVTS Pending Refund report

Report Date 03/23-03/31/2023		Refund Generated due to proration on Bill #0041011574-2022-2022-0000-00		Vehicle Sold	03/31/2023		G01	Tax	(\$246.93)	(\$246.93)
OVERBY, RICHARD HENRY JR	OVERBY, RICHARD HENRY JR	SHIPMAN, MARGARET MARIE	SHIPMAN, MARGARET MARIE				F61	Tax	(\$23.70)	(\$23.70)
								Refund		\$270.63
PERRY, DOUGLAS WAYNE	PERRY, DOUGLAS WAYNE	PERRY, MADISON NICOLE	PERRY, MADISON NICOLE	Tag Surrender	03/24/2023		G01 F63 E02	Tax	(\$152.84) (\$10.03) (\$12.23)	(\$152.84) (\$10.03) (\$12.23)
								Refund		\$175.10
SOLANO, MARISA	SOLANO, MARISA			Vehicle Sold	04/11/2023		G01 F60 E12	Tax	(\$286.19) (\$19.69) (\$22.90)	(\$286.19) (\$19.69) (\$22.90)
								Refund		\$328.78

Report Parameters:

Refund Status:

ONHOLD

Default Sort-By: Refund date, Refund Recipient Name, Refund Recipient Address

Trans #	Refund Recipient Name	Refund Address	Refund Description	Opid	Refund Amount (\$)
919837	COAST2COAST GROUP LLC	PO BOX 172SIMPSON27879	Overpayment on Payment of OTHER on Bill # 0000031538-2022-2022-0000-00 of	CWESTON	119.00
919838	THOMASTBALLARD	PO BOX 403BELHAVEN, NC 27810	Overpayment on Payment of OTHER on Bill # 00000009331-2022-2022-0000-00 of	CWESTON	125.00
920236	MTALLEYMARY	412 BRICK KILN RDPO BOX 8WASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000031089-2022-2022-0000-00 of	DPCLBX	825.05
920258	JASONSPRUILL	9099 NC HIGHWAY 99 NPANTEGO27860	Overpayment on Payment of CHECK on Bill # 0000002352-2022-2022-0000-00 of	C9BEATB	153.44
920289	LISAFLOYD	5622 TORI LNWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000016175-2022-2022-0000-00 of	C9BEATB	129.74
920385	MICHAELCRESPASS	29 EVERSON LANEWASHINGTON27889	Overpayment on Payment of CHECK on Bill # 0000002532-2022-2022-0000-00 of	C9BEATB	127.72
920407	AARONLANECARROW	2969 LONG RIDGE RDPINETOWN27865	Overpayment on Payment of OTHER on Bill # 0009526269-2022-2022-0000-00 of	CWESTON	111.60
920546	O'NEALS DRUG STORE - WASHINGTON	WALTON P O'NEAL 111275 PAMLICO STREETBELHAVEN27810	Overpayment on Payment of CHECK on Bill # 0009553726-2023-2018-0000-00 of	C9BEATB	635.25
920632	STEVENMINOR	413 JONES STREETWILLIAMSTON27892	Overpayment on Payment of MONEYORDER on Bill # 00000020827-	C9BEATB	249.18
920642	MICHAELTLEGGETT	72 ADAMS STREETCHOCOWINITY27817	Overpayment on Payment of CHECK on Bill # 0000007895-2022-2022-0000-00 of	C9BEATB	245.10



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Consent

Presenter: Brian M. Alligood, County Manager

Agenda Title: JCPC Funding Plan

Summary of Information: Attached is a copy of the proposed FY 23-24 JCPC (Juvenile Crime Prevention Council) funding plan. The funding plan requires a local county match of 10% (\$18,563). The local match will be included in the FY 23-24 budget.

Fiscal Impact: \$18,563 to be included in the FY 23-24 budget.

Submitter Recommendations/Motions: Approve the attached FY 23-24 JCPC (Juvenile Crime Prevention Council) funding plan including the 10% local match of \$18,563.

Attachments:

1. FY 23-24 JCPC Funding Plan

Beaufort County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 185,624 Local Match: \$ 19,801 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	4-H Character Education	\$3,364	\$336					\$3,700	9%
2	Becoming a Man	\$12,350	\$1,235					\$13,585	9%
3	Cornerstone Families Understanding Nurturing (FUN)	\$27,000	\$2,700					\$29,700	9%
4	Helping Youth Pursue Excellence (H.Y.P.E.)	\$30,865	\$3,087					\$33,952	9%
5	Horizon	\$65,961	\$6,596					\$72,557	9%
6	MCEC Mentors	\$10,000	\$1,000		\$1,238			\$12,238	18%
7	Pamlico Pals	\$31,545	\$3,155					\$34,700	9%
8	JCPC Administration	\$4,539	\$454					\$4,993	9%
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$185,624	\$18,563		\$1,238			\$205,425	10%

The above plan was derived through a planning process by the Beaufort County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2023-2024

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type ☐ initial plan ☐ update ☐ final

—DPS Use Only—

Reviewed by _____	Date _____
Area Consultant	
Reviewed by _____	Date _____
Program Assistant	
Verified by _____	Date _____
Designated State Office Staff	

Chairperson, Juvenile Crime Prevention Council (Date)

Chairperson, Board of County Commissioners (Date)
or County Finance Officer



Beaufort County Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Consent

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Reappointment to DSS Board

Summary of Information: The Beaufort County Department of Social Service Board is recommending Mr. Jerry Evans be reappointed for a 3-year term, which will expire June 30, 2026. Mr. Evans is in good standing and is eligible for reappointment.

Submitter Recommendations/Motions: Recommend reappointing Mr. Jerry Evans for a three-year term to the Beaufort County Department of Social Services Board.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Public Hearing / Item for Decision

Presenter: Josh Hollis, Planner

Agenda Title: Public Hearing - Petition to Name a Geographic Monument

Summary of Information: The county was reached out to by the [U.S. Board on Geographic Names](#) (BGN), which is responsible by law for standardizing geographic names for use by the Federal Government. The BGN accepts proposals to name or rename geographic features and makes decisions on proposals based on local opinion and recommendations. As a first step, the BGN asks local governments who have been elected to represent their citizens and other entities that might have an interest in the proposal.

A Wake County resident who owns land in Beaufort County submitted a proposal to the BGN to officially name a small bluff along the north side of the Pamlico River as **Bluebill Hill**. The bluff is located west of Cockrell Beach and near Mare Point at [35.40273, -76.64139](#) (**See attached Proposal Packet**)

The name refers to bluebill ducks, or scaup, and would reflect the waterfowlers and hunters that have lived on the bluff. The proponent reports that there is a sign that reads "Bluebill Hill" at 2305 Old Pamlico Beach Rd W. Please note that the BGN may not approve a name if it seems to primarily refer to private property rather than a natural geographic feature.

Please see the attached proposal packet for more details.

The proponent (Boyce Allen Hudson, II, Allenhudson3@yahoo.com), can provide more information about the proposal if needed. The BGN is not proposing this name but is asking for local feedback before voting to either approve or not approve the name for official Federal use.

Before the BGN votes on the proposal to make this name official for Federal use, the BGN would like to know if you support or do not support the proposal.

- The BGN accepts and votes on proposals as long as those proposals meet the BGN's [Principles and Policies](#).
- A proposal may be to apply a new name to a currently unnamed geographic feature, or to change an existing name, spelling, or location.
- The BGN is not part of the U.S. Geological Survey; the USGS is just one of many member agencies that have a vote on the BGN.
- The BGN is reactive; it does not initiate these proposals except in rare cases of obvious map labeling errors.

The BGN places importance on local opinion when it votes on any proposal. The BGN has no requirement on how a local government develops its recommendation, as long as it is provided to the BGN by the elected leaders, or an office designated to speak for them. The BGN does not have the resources to contact every landowner that may be impacted by the proposal.

They will also ask for a recommendation from the [North Carolina Board on Geographic Names](#). Federally recognized Tribes will also have an opportunity to provide comments.

Submitter Recommendations/Motions: Staff recommends after review and discussion of the attached proposal packet, as well as hearing any public comments, the Commissioners vote on the approval or rejection of the proposed name.

Attachments:

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Bluebill Hill

Proposal Information

Proposed name	Bluebill Hill
Proposal type	to make official a name in local use
Current official name	n/a
GNIS ID	n/a
Proponent	Boyce Allen Hudson II; Holly Springs, NC
Date proposed	1/24/23
Submitter	same
Date submitted	same
BGN case number	5962
Quarterly Review List	450

Feature Details

Primary coordinates	35.40273, -76.64139
Feature class	cliff
Feature size	0.3 mi. long
Feature description	located along the north shore of the Pamlico River just E of Mare Point
Name history	Named for the “bluebill,” the duck hunters’ term for the Greater Scaup/Lesser Scaup, which is common in the winter along coastal rivers and sounds
USGS primary topo map	Ransomville 1:24,000
State(s)	North Carolina
County(s)	Beaufort
Land ownership	private

BGN decisions

- None

Other Names

- Unpublished names: Bluebill Hill (proponent)

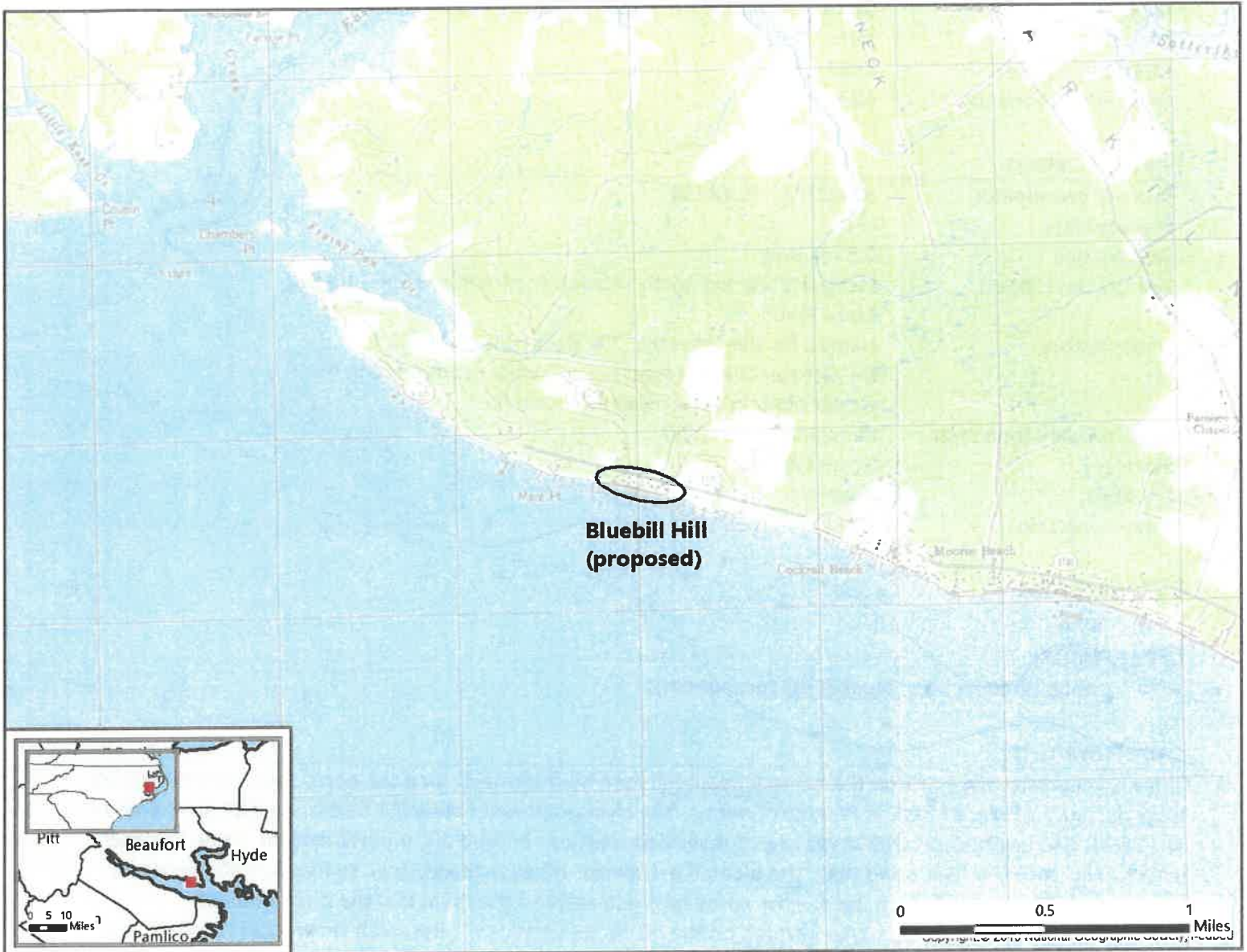
Case Summary

This proposal is to make official the name Bluebill Hill for a bluff located along the north shore of the Pamlico River, just east of Mare Point, in Beaufort County. The bluff is approximately 0.3 miles long with an elevation of 17 feet. The proponent, who owns one of several properties on the bluff, reports that the name has been used locally since the 1980s and that “the bluebill is a species of waterfowl known to frequent the beaches, surrounding area, and [the] hill itself. [The name has] represented the town and the population of Waterfowlers and hunters that have resided on the hill for generations.” Research shows that “bluebill” is a term used by duck hunters for the Greater Scaup/Lesser Scaup, which is very common in the winter along coastal rivers and sounds. An online search shows that a sign at the property reads “Bluebill Hill.”

There are no other features in North Carolina named “Bluebill.”

Stakeholder Input

Local government	Beaufort County
State Names Authority	North Carolina Board on Geographic Names
Federally Recognized Tribes	All federally recognized Tribes contacted under Policy X



Domestic Geographic Name Proposal Form

The U.S. Board on Geographic Names (BGN) is responsible for standardizing the names of geographic features within the 50 States and in other areas under the sovereignty of the United States. The BGN retains the legal authority to promulgate all official names and locations of natural features (e.g. mountains, rivers, valleys), as well as canals, channels, reservoirs, and other select feature types.

This form is to propose a new name or name, spelling, or application change for a geographic feature for Federal use. A proponent should carefully review the proposal prior to submission to ensure that it is consistent with the [BGN policies](#). Please note all fields with a red outline are required prior to submitting this form.

The proponent should also be aware that the entire proposal—including personal identifying information and any associated correspondence—is in the public domain and may be made publicly available at any time.

Submit

Proposal:

1. Email this form and supporting documentation to: BGNEXEC@usgs.gov
 - i. Save PDF as 'ST_GeographicName' for example 'CO_BearCreek'
 - ii. Email Subject: ST_GeographicName

OR 2. Send by mail to:

U.S. BGN Executive Secretary, Domestic Names
12201 Sunrise Valley Drive, MS-523
Reston, VA 20192

Contact Us:

BGNEXEC@usgs.gov

Please note that anything submitted by mail will be delayed.

Naming Basics

Proposed Name:

Bluebill Hill

Is this to change an existing name?

☐ Y ☐ N

Is this name in current local use?

☐ Y ☐ N

If yes, please provide the official name and Feature ID as it appears in [the Geographic Names Information System \(GNIS\)](#).

What is the Feature Class?

Cliff

GNIS Name:

Feature ID:

Location Basics

Where is the feature?

Latitude: 35.40273 (38.94741)

Longitude: -76.64139 (-77.36839)



For Linear Features (e.g. stream or valley):

Mouth/Confluence

Latitude: (38.94741)

Longitude: (-77.36839)

Source/Headwater

Latitude: (38.94741)

Longitude: (-77.36839)



General Location:

State: North Carolina

County: Beaufort

City/Town/

Township/

Borough:

Public Land Survey System:

Section(s), Township, Range, Meridian

Feature Description

Physical shape, length, width, etc. (Maps can be submitted separately by email)

It is a hill/bluff stretching from 2251 Old Pamlico Beach Rd W to 2305 Old Pamlico Beach Rd W. The bluff overlooks the north end of the Pamlico River in NC

Name Details

Name information:

Please provide relevant information about the proposed name, such as origin, meaning, how long it has been in current use, as well as current or historical significance. Also include why you believe the feature requires a name or name change and why the proposed name is appropriate. Describe any documents that you will be submitting (separately by email) to support your proposal.

In local circles the area has been called "Bluebill Hill" to a point that there's even a sign out front of one or two houses. "Bluebill" is a species of waterfowl known to frequent the beaches, surrounding area, and hill itself. As far as I know it's been referred to locally as Bluebill Hill since the 1980's and is well in use today. The sign mentioning the name of the hill is located at 2305 Old Pamlico Beach Rd W in Aurora, NC.

Every other feature in the area has a name. chambers point, frying pan creek, etc.; and along with others in the area would like to have a geological feature that represented the town and the population of Waterfowlers and hunters that have resided on the hill for generations.

Please provide a list of supporting documentation, including any web links:

Examples: Published sources showing the proposed name or letters of support (local government, historical society, etc.).



Is the name [commemorative](#)? Does the name honor or refer to a person or persons? ☐ Y ☐ N

Please note that the BGN will only accept proposals for names that are intended to honor a person or persons deceased at least five years. The BGN will disapprove names that could be construed to honor living persons. The person being honored should have had either (1) some direct or long-term association with the feature, or (2) have made a significant contribution to the area, community, or State in which it is located; or (3) have outstanding national or international recognition. The BGN discourages the use of an individual's full name except to avoid ambiguity.

If yes, please provide the following:

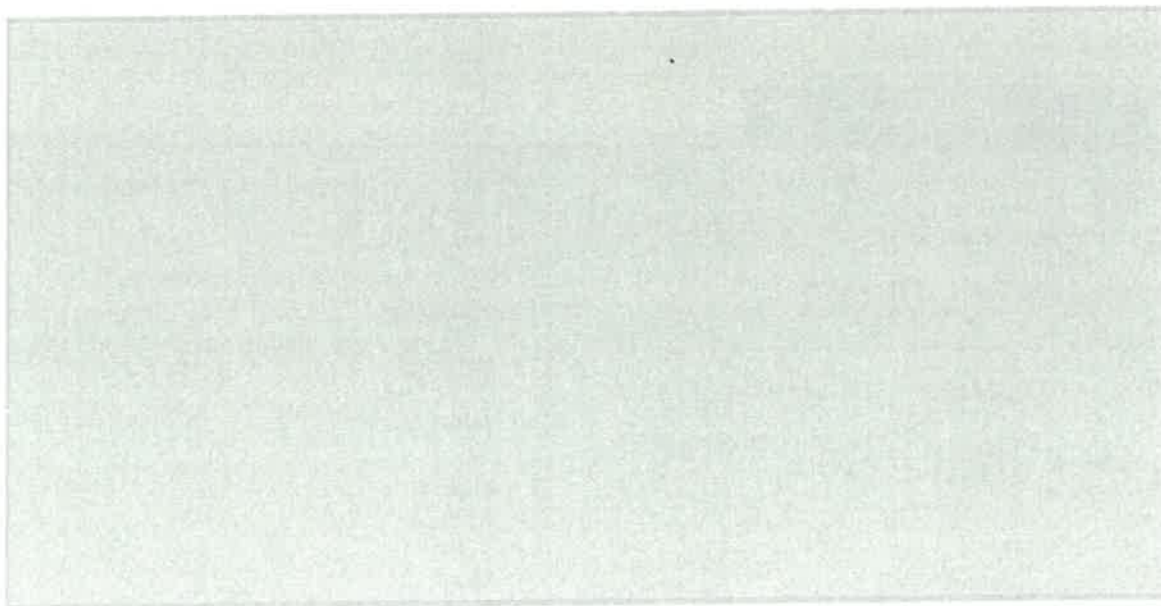
Honoree's Date of Birth:



Honoree's Date of Death:



Short biography and significance or association with the geographic feature: *(list any additional honorees here)*



Is the feature in a Wilderness Area or Wilderness Study Area? ☐ Y ☐ N ☐ Unknown

If yes, please provide your justification for making an exception to [the Wilderness Policy](#):

Please note that the BGN will not approve new names for unnamed features within wilderness areas or wilderness study areas, unless an overriding need can be demonstrated by the proponent.

Additional Information +

Is there any local opposition or conflict with the proposed name? ☐ Y ☐ N

If yes, please explain and describe any opposition:

Additional notes:

Proponent Information

Please provide one form of contact (email preferred):

 Proponent's Name: Boyce Allen Hudson li

Agency or Organization, if applicable:

 Email: Allenhudson3@yahoo.com

 Mailing Address: 105 Mearleaf place, Holly springs NC 27540, United States

 Phone: (919) 830-2162

 Are you completing this form for someone else? ☐ Y ☐ N

If yes, please fill out the following:

Completed by:

Full Name:

Email:

Mailing Address:

Phone:

Please submit this form and supporting documentation to: 1. By email to BGNEFEC@usgs.gov 2. By mail to the address on page 2.



Beaufort County Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Public Hearing

Presenter: Brad Huffort, Economic Development Director

Agenda Title: Public Hearing - Project Rx

Summary of Information: Public hearing, in accordance with NCGS 158-7.1(c), to receive comments regarding a proposed economic development incentive to Project Rx. Project Rx is an industrial scale pharmacy business (not retail, no direct sales to public) that fills individual prescriptions for assisted living facilities, hospitals, prisons, etc. Project Rx proposes to invest \$2.325M in new real and business personal property and create an additional 10 new jobs if Beaufort County is selected for the project. Beaufort County proposes to sell 4.54 acres of land in the Beaufort County/City of Washington Industrial Park to Project Rx at a discounted rate. The appraised value of the property is \$91,000. The proposed incentive grant in the amount of \$45,600 is the difference in the fair market value of the property and the offer price. The incentive grant requires Project Rx to meet its capital investment goal within 5 years. The County intends to use general fund revenues as the source of funding for this project. The public benefits derived from this incentive grant are an increase in the tax base and the creation of new jobs in Beaufort County.

The City of Washington is working with the County on this incentive as has been done in the past.

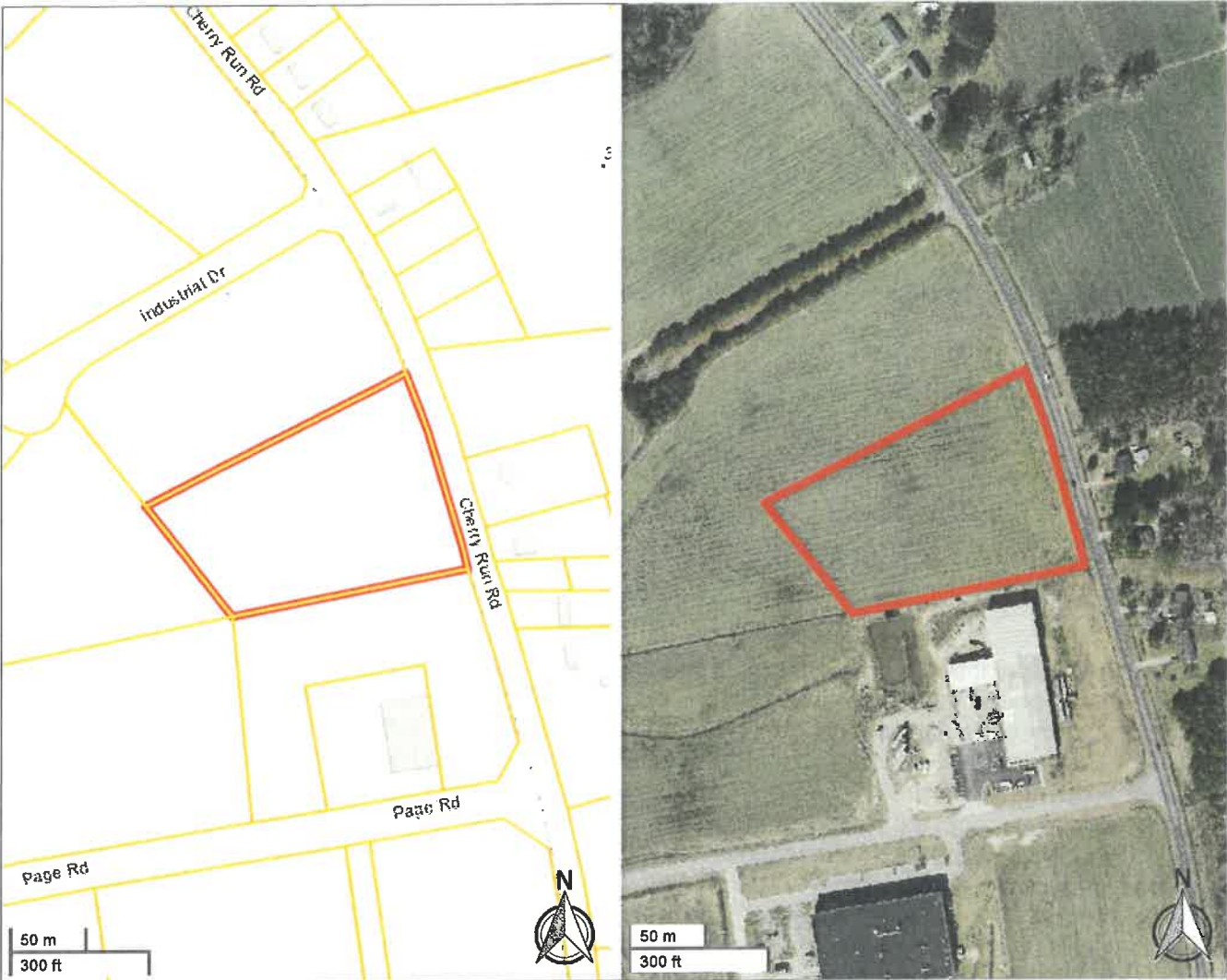
The public hearing notice has been properly advertised as required by statute.

Alternatives:

Submitter Recommendations/Motions: Receive and consider any public comments regarding the proposed incentive for Project Rx.

Attachments:

1. Property Location
2. WDN notice



Beaufort County, NC

Disclaimer: Beaufort County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with N.C. Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Beaufort County Land Records GIS and is maintained for the internal use of the County. The County of Beaufort and the Website Provider disclaim all responsibility and legal liability for the content published on this website.



Beaufort County Parcel Viewer
beaufortcountygis.com

Date Printed: 4/25/2023

GPIN:	5668-80-2737
REID1:	6105
NAME1:	BEAUFORT CO WASHINGTON CITY OF
NAME2:	
ADDR1:	121 WEST THIRD STREET
ADDR2:	
CITY:	WASHINGTON
STATE:	NC
ZIP:	27889
PROP_DESC:	4.54 AC LOT 14B BEAUFORT CO INDUSTRIAL PK
LAND_VAL:	136197
BLDG_VAL:	0
TOT_VAL:	136197
DEFR_VAL:	0
TAXABLE_VAL:	0
PREV_ASSES:	136200
ACRES:	4.54
PROP_ADDR:	SR 1001
TOWNSHIP:	01
MBL:	566700106
DATE:	2013-05-17
DB_PG:	1817/00358
STAMPS:	
SALE_PRICE:	0

PUBLIC NOTICE

Notice of Public Hearing Proposed Economic Incentive Grant Project Rx

On May 1, 2023 at 5:30P, or soon thereafter, the Beaufort County Board of Commissioners will hold a public hearing to receive comments on a proposed economic development incentive grant to Project Rx. Project Rx is an industrial scale pharmacy business (not retail, no direct sales to public) that fills individual prescriptions for assisted living facilities, hospitals, prisons, etc. Project Rx proposes to invest \$2.325M in new real and business personal property and create an additional 10 new jobs if Beaufort County is selected for the project. Beaufort County proposes to sell 4.54 acres of land in the Beaufort County/City of Washington Industrial Park to Project Rx at a discounted rate. The appraised value of the property is \$91,000. The proposed incentive grant in the amount of \$45,600 is the difference in the fair market value of the property and the offer price. The incentive grant requires Project Rx to meet its capital investment goal within 5 years. The County intends to use general fund revenues as the source of funding for this project. The public benefits derived from this incentive grant are an increase in the tax base and the creation of new jobs in Beaufort County.

Washington Daily News:
Apr. 22, 2023
PROJECT RX



Beaufort County Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Decision

Presenter: Brad Hufford, Economic Development Director

Agenda Title: Project Rx Economic Development Incentive

Summary of Information: Project Rx is an industrial scale pharmacy business (not retail, no direct sales to public) that fills individual prescriptions for assisted living facilities, hospitals, prisons, etc. Project Rx proposes to invest \$2.325M in new real and business personal property and create an additional 10 new jobs if Beaufort County is selected for the project. Beaufort County and the City of Washington propose to sell 4.54 acres of land in the Beaufort County/City of Washington Industrial Park to Project Rx at a discounted rate of \$45,400. The appraised value of the property is \$91,000. The proposed incentive grant in the amount of \$45,600 is the difference in the fair market value of the property and the offer price. The incentive grant requires Project Rx to meet its capital investment goal within 5 years. The County and City intend to use general fund revenues as the source of funding for this project. The public benefits derived from this incentive grant are an increase in the tax base and the creation of new jobs in Beaufort County and the City of Washington.

The County has held a public hearing and received comments on the proposed incentive.

Submitter Recommendations/Motions: Authorize and approve the County Attorney, County Manager and County Economic Development Director to work with City of Washington officials to sell a 4.54-acre parcel (PIN 5668-80-2737) in the Beaufort County/City of Washington Industrial Park to Project Rx for \$45,400.00 and execute the appropriate paperwork to close the transaction.

Attachments:



Beaufort County Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Decision

Presenter: JaNell Octigan, Public Health Director

Agenda Title: Health Department Rural Health Coordination Program

Summary of Information: Beaufort County Health Department has the opportunity to apply for a Health Resources & Services Administration (HRSA) 4-year funding opportunity to support Rural Health Care Coordination Program. Applications are due by May 26, 2023, and the estimated notice of award date is September 1, 2023.

Goals of the Rural Health Care Coordination Program are to:

- 1) Expand access to and quality of equitable health care services through care coordination strategies exclusively in rural areas;
- 2) Utilize an innovative evidence-based, promising practice, and/or value-based care model(s) known to demonstrate strong evidence to improve patient health outcomes, and the planning and delivery of patient-centered health care services;
- 3) Increase collaboration among multi-sector and multidisciplinary network partnerships to address the underlying factors related to social determinant of health; and
- 4) Develop deliberate and sustainable strategies of care coordination into policies, procedures, staffing services, and communication systems.

According to U.S. Centers for Medicare and Medicaid services, domestic health care spending increased 4.6% in 2018, reaching \$3.6 trillion or \$11,172 per person. Even with more resources being spent on health care services, overall health outcomes are not increasing. A large reason being the underlying factors related to social determinants of health. Social determinants of health include: economic stability, education, social and community context, access to healthcare, health literacy levels, and environment.

In order to help bridge gaps in Beaufort County and overcome barriers, such as, lack of public transportation, access to health care and healthy foods/environments, and limited health care workforce, Beaufort County Health Department would like to utilize HRSA funding to bring together multiple entities like: DSS, Health Department, Mobile Behavioral Health unit (RHA), Eagle's Wings Food Pantry, Carolina Pregnancy Center mobile unit, and more. Together we would be able to provide more of a person-centered care approach through the provision of various preventative and treatment services, as well as programs, throughout Beaufort County, with special attention to the outermost areas of the county.

Submitter Recommendations/Motions: Requests letter of support and approval to move forward with grant application



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Discussion

Presenter: West Overman, Public Works

Agenda Title: Solid Waste Ordinance Update

Summary of Information: Staff will provide an update on the new Solid Waste ordinance and seek further guidance from the Board. Penalties are not being presented at this time for the purpose of discussion.

Submitter Recommendations/Motions: Information.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Discussion

Presenter: Anita Radcliffe, Finance Officer

Agenda Title: Finance Report

Summary of Information: The County Finance Officer will present financial information to the Board of Commissioners.

Submitter Recommendations/Motions: Information only.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Decision

Presenter: Brian M. Alligood, County Manager

Agenda Title: Contract with NC-DIT and Brightspeed for Broadband Installation

Summary of Information: Beaufort County and Brightspeed were awarded a GREAT grant for installation of broadband infrastructure in certain grant eligible areas of the county. Attached is a copy of the 3-party agreement between Beaufort County, Brightspeed and NC-DIT to fund and complete the project.

The total project is \$5,290,509 with \$4,000,000 funded by a GREAT grant and \$1,290,509 in matching funds from Brightspeed and the County. Beaufort County is contributing \$500,000 in ARPA funds to the required match.

The project will serve 1,070 locations including 1,002 households and 68 businesses with fiber at 100/100 speeds. Brightspeed has committed to serving any locations it passes with infrastructure installed under this project so the number of served locations will be higher than the grant numbers.

The maximum construction period for the project is 2 years from execution of the agreement.

Fiscal Impact: \$500,000 in ARPA funds that were previously set aside for this project.

Submitter Recommendations/Motions: Approve the attached 3-party agreement between the County, Brightspeed, and NC-DIT for installation of broadband in accordance with the awarded GREAT grant.

Attachments:

1. Grant Agreement for Broadband Project

April 4, 2023

Pamela Sherwood
Connect Holding II LLC
PO Box 1330
Fayetteville, NC28302-1330

Frankie Waters
Chairman of the Board of Commissioners
121 West 3rd Street
Washington, NC27889

Re: Grant Agreement for Application #1000013847 (Grant Agreement #2000066879)
Your Signature and Reply is Requested
Project Title: Beaufort
Unique Entity Identifier in SAM.gov: JWYXBY1U3ML3

Dear Ms./Mrs. Sherwood:

Thank you again for your participation in the GREAT American Rescue Plan Act Round and congratulations on your award. Attached for your review and signature is the contract document required to establish the agreement for the GREAT award with the North Carolina Department of Information Technology. NCDIT funding will be provided on a reimbursement basis. NCDIT's portion of this project is funded with a federal award from the U.S. Department of the Treasury to the State of North Carolina dated March 3, 2021 (Assistance Listing Number 21.027, Coronavirus State and Local Fiscal Recovery Funds).

Below is a description of the documents enclosed along with an explanation of the signatures required for each document. The authorized representative from your company and county should execute this agreement via AdobeSign no later than May 4, 2023.

Document:	Document Description:	Signed By:
Agreement	Contract: Outlines the terms of the Agreement between NCDIT and the Grantee.	Authorized Representative for the Grantee
Exhibit A	NCDIT and County disclosures required by 2 C.F.R. 200.332 and 09 NCAC 03M.	No Signature Required
Exhibit B	Scope of Services: Outlines the scope of the construction project, including the Project Budget	No Signature Required

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Exhibit C	Project Milestones: Outlines the schedule and contents of reports that are due from the Grantee to NCDIT.	No Signature Required
Exhibit D	Reporting Schedule for Progress Reports	No Signature Required
Exhibit E	Progress Report Template: Provides a template document for the Grantee to submit progress reports, including spending to date	No Signature Required
Exhibit F	Payment Process: Outlines the process for the Grantee to request reimbursements from NCDIT.	No Signature Required
Exhibit G	Byrd Anti-Lobbying Certification	Authorized Representative for the Grantee
Exhibit H	Key Personnel of the Grantee	No Signature Required
Exhibit I: Mapping Files	Data file (cvs) and map that identifies eligible locations for the grant project.	No Signature Required
Exhibit J: County Match (Financial)	Process for payment of County matching funds	Signed by Authorized Representative for County and Grantee
Exhibit K: County Match (Infrastructure)	Description of County's contribution of infrastructure	Signed by Authorized Representative for County and Grantee

If you have any questions regarding the enclosed documents, please contact me at (919) 817-0541 or greatgrant@nc.gov.

Sincerely,



George T. Collier, Deputy Director
Broadband Infrastructure Office
NC Department of Information Technology

Enclosures

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Article 1. Overview.

Section 1.1. Parties. The North Carolina Department of Information Technology (“NCDIT”), an agency of the State of North Carolina (“State”) and Beaufort County (the “County”) (NCDIT and the County are hereinafter collectively referred to as “Grantors”) enter into this Growing Rural Economies with Access to Technology (“GREAT”) Program Agreement (“Agreement” or “Contract”) with the Connect Holding II LLC (the “Grantee”). Together, Grantors and Grantee are hereinafter collectively referred to as the “Parties” or each individually as a “Party”.

Section 1.2. Roles. For the purposes of this Agreement, NCDIT is a recipient and a pass-through entity for the U.S. Department of the Treasury, and the Grantee is a subrecipient, as defined by 2 C.F.R. 200.1. If the County is using federal funds for the project described herein, then pursuant to 2 C.F.R. 200.1 it is also a recipient and a pass-through entity for the purposes of this Agreement, unless those funds are categorized as revenue replacement funds, in which case the County is a recipient.

Section 1.3. Purpose. The purpose of this Agreement is to establish the terms and conditions for the use funds that Grantors have awarded to the Grantee to carry out the State’s GREAT Program. Grantors awarded this funding: (1) based on the application filed by the Grantee and any subsequent materials supporting the application; (2) based on GREAT Program guidelines and other requirements and guidelines; and (3) for the deployment of broadband infrastructure to provide the locations identified in this Agreement with at least 100 megabits per second download and 100 megabits per second upload speeds by December 31, 2026, as described in the application (the “Project”).

Section 1.4. Source of Funding. The State received State Fiscal Recovery Funds (“SFRF”) pursuant to Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended (“ARPA”). Broadband infrastructure projects are an eligible use of SFRF funds (87 Fed. Reg., 4339 Jan. 27, 2022), and NCDIT intends to pay for the cost of this Project using a portion of the \$350,000,000 in SFRF funds appropriated to NCDIT by the North Carolina General Assembly for the GREAT grant program (Federal Award Identification Number SLFRP0129, Assistance Listing Number 21.027). In accordance with N.C. Gen. Stat., § 143B-1373(g)(1) (as amended by S.L. 2021-180, Section 38.4(a)(8)), the County will contribute matching funds for the cost of this Project in the form of a financial match using either ARPA funds or the County’s unrestricted general funds, or it will contribute existing infrastructure that has been installed for its enterprise, non-consumer broadband purposes, or any other property, buildings, or structures owned by the County.

Section 1.5. Compliance. The Parties to this Agreement are subject to state and federal statutes, rules, and regulations applicable to this Agreement, including but not limited to: Section 602 of the Social Security Act; the Uniform Guidance of the Office of Management and Budget (2 C.F.R. Part 200); the SFRF and ARPA rules and regulations issued by the U.S. Department of the

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Treasury, (including the SFRF Final Rule at 87 Fed. Reg. 4338, Jan. 27, 2022, to be codified at 31 C.F.R. Part 35); N.C.G.S. §143B-1373 and any relevant amendments, including but not limited to S.L. 2021-180, Section 38.4 and its subsequent amendments and technical changes (the “**GREAT statutes**”); the Uniform Administration of State Awards of Financial Assistance (09 NCAC 03M); and the award agreement between the State of North Carolina and the U.S. Department of the Treasury. Neither NCDIT nor the County shall make any distributions of funds absent the Grantee’s agreement and adherence to each term and condition contained herein. To the extent that the North Carolina General Assembly, after the Effective Date of this Agreement, enacts legislation that retroactively impacts the Project, the Parties shall have the right to amend this Agreement in accordance with those laws. Grantee also agrees to abide by additional guidance from the U.S. Department of the Treasury regarding the applicability of certain provisions of 2.C.F.R. Part 200. Nothing in this Agreement waives, excuses, or amends requirements imposed by State or Federal law for the administration of these funds.

Section 1.6. Disclosures. Federal regulations, specifically 2 C.F.R. 332 require Grantors to provide the Grantee with specific information about this award. All required information, along with state disclosures required by 09 N.C.A.C. 03M, is listed in Exhibit A, “NCDIT Disclosures”.

Section 1.7. Term of Agreement. The effective period of this Agreement shall commence on April 10, 2023 (“**Effective Date**”) and shall terminate on April 10, 2028, unless terminated on an earlier date by any of the Parties in accordance with the terms of this Agreement (either one of which dates shall constitute the “**Termination Date**”).

Section 1.8. Construction Period. The Construction Period is the time from the execution of this Agreement to the time that service is available to locations identified in Exhibit B “Scope of Services” and shall not extend beyond two years, subject to the provisions of Section 2.4.

Section 1.9. Maintenance Period. The Maintenance Period begins on the expiration date of the Construction Period and shall continue until the Termination Date. Broadband service at or above the minimum speeds must be continually made available to the locations specified in Exhibit B through the Maintenance Period until the Termination Date of this Agreement.

Article 2. Scope of Funded Activities.

Section 2.1. Scope of Project. The scope of the Project covered by this Agreement is set out in the Scope of Services, attached hereto as Exhibit B, which includes the project budget (“**Project Budget**”). The Grantee shall perform all services described in Exhibit B (“**Covered Services**”).

- a. **Reliance by NCDIT.** The Application filed by the Grantee and any subsequent materials submitted to NCDIT supporting the Application, which have been relied upon by NCDIT in awarding this funding, are incorporated by reference into this Agreement.
- b. **GREAT Program Guidelines.** NCDIT policy related to the performance of this Project is set out in the GREAT Program guidelines, which may be amended, modified,

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or supplemented and applied accordingly to this Agreement by NCDIT in its sole discretion. Guidelines and other documentation are available at <https://www.ncbroadband.gov/funding-programs/great-grant-federal/great-grant-2021-2022/great-grant-management-documents-federal>

Section 2.2. NCDIT Funding and Administrative Expenses.

- a. **GREAT Award.** NCDIT awards to the Grantee an amount not to exceed \$4000000 for infrastructure costs directly relating to the Project (“GREAT Award”). If NCDIT determines that the actual costs of the Project are less than the Project budget amount, NCDIT, in its discretion, may reduce the amount of the GREAT Award funding accordingly.
- b. **Total Funding.** The total GREAT Award funding for the Project, including the sources of the funds and the percentages of each source are set forth in Exhibit B.
- c. **Eligible Expenditures.** Pursuant to N.C.G.S. § 143B-1373(b), eligible expenditures for the Project are limited to infrastructure costs as defined in N.C.G.S. § 143B-1373(a)(9), which are costs directly related to the construction of broadband infrastructure for the extension of broadband service for an eligible project, including (“Eligible Expenditures”):
 1. Installation;
 2. Acquiring or updating easements;
 3. Equipment;
 4. Fiber;
 5. Construction;
 6. Backhaul infrastructure directed at broadband service to the end user;
 7. Testing costs;
 8. Engineering costs; and
 9. Costs associated with securing a lease to locate or collocate infrastructure on public or private property or structures, but not including the actual monthly lease payment.
- d. **Expenditure Reimbursement.** Eligible Expenditures incurred since the date of the award in anticipation of this Project may be reimbursed, subject to the Grantee’s submission to NCDIT of documentation sufficient to support such request for reimbursement and NCDIT’s approval of such request.
- e. **Materials Reimbursement.** Eligible Expenditures for materials incurred since March 3, 2021 in anticipation of this Project may be reimbursed, subject to the Grantee’s submission to NCDIT of documentation sufficient to support such request for reimbursement and NCDIT’s approval of such request.

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f. **Non-Eligible Expenditures.** Without limitation and as determined by NCDIT in its sole discretion, the following expenditures are not eligible for GREAT Award funding and should **not** be submitted to NCDIT for reimbursement or credited by the Grantee toward its Cash Match requirement under Section 2.4.e.1 below:

1. Middle mile, backhaul, and other similar projects not directed at broadband service for end users;
2. Overhead expenses;
3. Administrative costs;
4. Lease payments; or
5. Expenditures related to areas where the Grantee has been designated to receive funds through other State or federally funded programs designed specifically for broadband deployment, if such funding is intended to result in construction of broadband in the area with eighteen (18) months or for the duration of the federal funding program for that area, or if the Grantee is otherwise in good standing with the funding agency's regulations governing the funding program.

Section 2.3. County Partnership. The County has the authority to provide a grant to the Grantee for the purpose of this Project pursuant to N.C.G.S. § 153A-459. The County is also authorized to enter into a partnership the Grantee pursuant to N.C.G.S. §143B-1373(11a)(b) and §143B-1373(g)(1)(as amended by S.L. 2021-180, Section 38.4(a)(8)). The terms and conditions of the County's partnership agreement with Provider are set out in this Agreement. The County contribution to the partnership shall be in the form of either a financial match or an infrastructure contribution as described in this Section ("County Partnership"). By signing this Agreement, the County and the Grantee each certify that a partnership exists between them for the purpose of the Project.

- a. **Financial Match.** The County will provide a matching financial contribution for the Project in an amount up to fifty percent of the amount contributed by the Grantee as set forth in Section 2.4.e.1 of this Agreement. Any county providing a financial match may use unrestricted general funds or federal ARPA funds allocated to it for the purpose of improving broadband infrastructure. If the County uses federal ARPA funds, it will comply with all relevant reporting requirements governing the use of ARPA funds. The County and the Grantee shall comply with the process and requirements set forth in Exhibit J, "Process for Payment of County matching funds".
- b. **Infrastructure Contribution.** If the County provides a contribution in the form of infrastructure for the Project, it shall comply with the requirements set forth in Exhibit K, "Description of County's contribution of infrastructure". The Grantee shall be required to execute Exhibit K prior to the disbursement or use of any infrastructure.

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2.4. Grantee Duties.

a. Broadband Access and Speeds.

1. The Grantee shall deploy infrastructure to the approved locations required by the Grant Agreement and, upon completion of construction, shall offer to those Locations the minimum download and upload speeds identified in the Grantee's application as the base speed multiplier. The base speed multiplier chosen by the Grantee is the minimum speed made available to all Locations in the grant project and must be scalable to 100 Mbps symmetrical by December 31, 2026.
2. The Grantee shall provide to Grantors evidence consistent with the Federal Communications Commission attestation that the Grantee is providing access and making available the proposed speed, or a faster speed, to the targeted address points ("Locations") as described in Exhibit B to this Agreement. For the purposes of this Agreement, broadband access is considered available if the Internet carrier can provide broadband service to a Location immediately or within ten (10) business days upon request and without cost to the customer other than standard connection fees.
3. If applicable, the Grantee shall disclose to Grantors any changes to data caps for the Project that differ from the data caps listed in the Application. For the purposes of this Agreement, "data caps" are the limits imposed by broadband service providers on the total amount of data a user can download or upload during a specified period.

b. Records.

1. The Grantee shall maintain full, accurate, and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
2. The Grantee shall retain all financial records, supporting documents, and all other pertinent records related to this Agreement and the Project for a period of five (5) years from the Termination Date, but in the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

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c. Project Milestones and Progress Reports.

1. Project Milestones are set forth in Exhibit C, "Project Milestones", to this Agreement. The Grantee must submit Project progress reports as required in Section 2.4.d. and in Exhibit D, Reporting Schedule for Progress Reports, including any other requested documentation, demonstrating the achievement of the milestones set forth in Exhibit C.
2. If the Grantee does not complete the milestone as agreed upon within the period of time described in this section, NCDIT may impose additional monitoring and reporting requirements or terminate this Agreement pursuant to the termination provisions set forth herein. Failure to complete a milestone and meet reporting requirements may constitute a material breach of this Agreement, and Grantors may exercise the authority under N.C.G.S. § 143B-1373, 2 C.F.R. § 200.339, and this Agreement to seek termination of this Agreement and retrieval of funds expended.

d. Reporting Requirements. NCDIT will perform monitoring of the Project, including on behalf of the County, as set forth in Section 5.1.a. NCDIT will require Project progress reports as set forth herein and in accordance with 2 C.F.R. § 200.329, and will provide copies of all reports to the County within 10 business days.

1. The Grantee agrees to generate reports regarding the Project as described herein and as may be requested by the State (including, without limitation, NCDIT) or by a relevant federal agency. The Grantee further grants the State (including any of its agencies, commissions or departments such as NCDIT, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any relevant federal agency, and their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to this Agreement and the Project. In addition, the Grantee agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, NCDIT) or relevant federal agency for other financial and organizational materials needed to comply with their fiscal monitoring responsibilities or to evaluate the short- and long-range impact of their programs.
2. The Grantee shall furnish NCDIT detailed written progress reports using Exhibit E, "Progress Report Template" provided by NCDIT according to the time periods specified in Exhibit D or as otherwise requested by NCDIT. NCDIT shall conduct risk assessments of the Grantee as set out in Section 5.1. For Projects determined to be Low Risk or Medium Risk, progress reports will be required on a quarterly basis during the Construction Period. For Projects determined to be High Risk, progress reports will be required on a monthly basis during the Construction Period.

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Progress reports for projects at any risk level shall be required annually during the Maintenance Period. Progress reports should describe the progress made by the Grantee toward achieving the purpose(s) of the Project, including but not limited to:

- (a) A description of accomplishments achieved during the reporting period towards the relevant milestones;
 - (b) A description of any problems or delays encountered during the reporting period, including an explanation for why established goals were not met, if applicable;
 - (c) Expenditures during the reporting period and any other financial information requested, including an analysis of cost overruns if applicable;
 - (d) During the Maintenance Period, speed levels, data allowances, and pricing options for all services levels offered to end consumers;
 - (e) During the Maintenance Period, confirmation of participation in the Affordable Connectivity Program (“ACP”) or program that provides benefits to households commensurate with those provided under the ACP; and
 - (f) Any additional pertinent information.
3. Failure to submit a required report by the scheduled submission date may result in the withholding of any forthcoming payment until NCDIT is in receipt of the delinquent report and the report meets with NCDIT’s approval, in NCDIT’s sole discretion. Failure to submit required reports, upon request by NCDIT, may result in the Project being subject to the repayment provision in Section 3.4 and may negatively impact the Grantee’s eligibility for future funding.
4. Within sixty (60) days after the Termination Date, the Grantee shall submit a final report using the format designated by NCDIT describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Grantee shall include the following:
- (a) A description of the Project and how it was implemented;
 - (b) To what degree the established objectives were met;
 - (c) The difficulties encountered;
 - (d) The number of Locations served and whether those Locations are households or businesses;
 - (e) Mapping data sufficient to identify all Locations served and infrastructure built;
 - (f) Total final cost of the Project;
 - (g) Cost per location served;
 - (h) Speed levels, data allowances, and pricing options for all service levels

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offered to end consumers;

- (i) Certification of participation in the Affordable Connectivity Program or other affordability program for low-income consumers within the service area;
- (j) Evidence consistent with the Federal Communications Commission attestation that the proposed minimum upstream and minimum downstream broadband speeds identified in the Application are available throughout the Project area to any end user connections; and
- (k) Any other information requested by NCDIT.

e. Funding.

1. As a condition of receiving GREAT Award funds, the Grantee must contribute a cash match of **\$1290509**, pursuant to N.C.G.S. §143B-1373(j), as amended by S.L. 2021-180, Section 38.4(13). Up to 50% of the Cash Match may be comprised of third-party funding and other grant programs, to the extent applicable rules permit, including the County financial match as described in Section 2.3. Expenditures that NCDIT, in its sole discretion, determines are not eligible for funding may not be counted toward the Cash Match. All Cash Match funds shall be used for Eligible Expenditures pursuant to the Payment Schedule as specified in Exhibit F, "Payment Schedule". At all times during the term of this Agreement, Grantee is required to deposit and maintain its portion of the Cash Match, minus any authorized expenditures for progress made on the Project, in a separate and distinct financial account that cannot be utilized for any other purposes, including other GREAT projects awarded to the Grantee. The Grantee must produce documentation verifying account and fund segregation within five (5) business days of request by NCDIT.
2. If the Grantee determines that the actual costs of the Project are less than the Project budget amount, it shall report this determination to Grantors and shall return any surplus funds it has received.
3. The Grantee hereby represents and warrants that all GREAT Award funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Grantee shall not make or approve of any improper expenditure of funds.
4. The Grantee shall not obligate GREAT Award Project funds subsequent to the Termination Date of this Agreement.

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Section 2.5. Material Changes and Project Changes.

- a. **Material Changes.** A material change is any material alteration in, change to, or reduction of the Project, including without limitation, a change in technology type, reduction in the number of Locations to be served by the Project, reduction in the Project area, change in total Project cost by 10% or more withdrawal of partnership agreements for which the Grantee qualified for partnership points, or the extension of the Construction Period (“**Material Change**”). An amendment to this Agreement is required for a Material Change, and such Material Change shall not take effect unless and until such amendment is executed pursuant to the terms of this Agreement. Prior to implementing a proposed Material Change, the Grantee shall submit the proposal to NCDIT for review and approval. Grantors must review and approve in writing prior to the amendment taking effect. Amendments to this Agreement requested by the Grantee shall only take effect if agreed to in writing by all Parties to this Agreement.
 - b. **Project Changes.** A project change is any non-material alteration in, change to, or reduction of the Project, including without limitation, change in Key Personnel, project milestones, a change in total Project cost by less than 10%, or transfer costs between Project expense line items detailed in Exhibit B and the EBS (“**Project Change**”). For a request to transfer costs between line items, all of following criteria must be met: (a) the Grantee provides justification to the satisfaction of NCDIT for the proposed revision; (b) the requested revision adhered to the eligible activities and cost limitations of this Agreement; (c) the GREAT Award funds, Project funding amount, match amount, and the total Project cost are not modified; and (d) the requested revision is less than 10% of the total Project cost.
1. There shall be no Project Changes unless expressly approved by NCDIT. Prior to implementing a proposed Project Change, the Grantee shall submit the proposal to NCDIT for review and approval and provide such detail and documentation necessary for NCDIT to evaluate the proposed project change. Any NCDIT-approved Project Change shall be made in writing by an authorized representative of NCDIT.

NCDIT in its sole discretion may deny the requested Project Change, in which case the following alternatives would apply: (1) the Project may be completed without changes; (2) the GREAT Award Project funding may be rescinded by NCDIT if the Project cannot be completed; (3) the GREAT Award funding to the current Grantee may be rescinded by NCDIT and awarded to an alternate Grantee pursuant to the GREAT Statutes; or (4) the Grantee may withdraw from the Project and return any Project funds received to date, among other remedies as described herein.

If the Grantee implements any Project Change without requesting the approval for

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the Project Change in writing from NCDIT, it will be subject to the clawbacks and remedies set forth in Section 3.4, Article 7 (Termination and Remedies) and Section 8.4 of this Agreement, unless NCDIT (in its sole discretion) expressly waives this requirement of Project Change review in writing.

- c. **Reduction in Scope.** In the event the Grantee requests to reduce the scope of the Project, including without limitation, a reduction of the number of locations and reduction in the eligible project area, NCDIT may cancel this Agreement pursuant to Article 7 (Termination and Remedies) of this Agreement and N.C.G.S. § 143B-1373(l).
- d. **Changes that Affect Performance.** The Grantee shall immediately notify NCDIT of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Agreement or the Project. In its sole discretion, NCDIT may deem such a change in conditions, local law, or other event to constitute a Material Change or a Project Change.
- e. **Extensions of Time.** Any requests for extensions of time may either be deemed a Material Change or a Project Change in the sole discretion of NCDIT.
- f. **Budget Changes.** If a Project or Material Change to the Grantee's budget has been requested, all Reimbursement Requests may be delayed pending the approval of the Project or Material Change. If changes to the Grantee's budget have been made without the prior approval of NCDIT, no Reimbursement shall be made until the process outlined in Section 2.5 has been completed.
- g. **Cost Overrun or Underrun.** In the event of a cost overrun or an increase in the total Project cost, the amount of NCDIT's GREAT Award to the Grantee shall not change. The Grantee shall bear sole responsibility for any and all increased costs related to the Project. In the event of a change in the total Project Budget that is 10% or more or a cost underrun, the Grantee must notify NCDIT, in writing, and submit a revised budget and narrative explaining the Project Budget change or reduction of costs.

Article 3. Compensation.

Section 3.1. Payment of Funds by NCDIT. NCDIT shall reimburse the Grantee for approved GREAT Award funds in accordance with the Payment Schedule attached hereto as Exhibit F, after receipt of (a) written requests for payment from the Grantee utilizing NCDIT's request form and certification that the conditions for such payment under this Agreement have been met and that the Grantee is entitled to receive the amount requested, and (b) any other documentation that may be required by NCDIT.

Section 3.2. County Contribution. If the County is providing a financial match, the County shall provide the Grantee matching funds for approved Eligible Expenditures in accordance with Exhibit

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J, which shall be signed by the County and the Grantee. If the County is providing infrastructure, the County shall provide it in accordance with Exhibit K, which shall be signed by the County and the Grantee.

Section 3.3. Availability of Funds. The obligations of Grantors to pay any amounts under this Agreement to the Grantee are contingent upon: the availability and receipt of funds by Grantors, the continued appropriation of such funds for the purpose set forth in this Agreement, and the Grantee's continued eligibility to receive such funds. If the amount of funds that Grantors receive is reduced or funds for the Project become unavailable, the Grantee agrees that Grantors have the right to reduce the amount of GREAT Award funds awarded to the Grantee under this Agreement or to terminate this Agreement pursuant to Section 7.6 of this Agreement. Grantors may deny payment for the Grantee's Eligible Expenditures where invoices or other reports are not submitted by the deadlines specified in this Agreement or for failure of the Grantee to comply with the terms and conditions of this Agreement.

Section 3.4. Repayment Requirements and Remedies.

- a. **Repayment or Clawbacks.** The Grantee acknowledges that the GREAT Award funding by Grantors is predicated upon the deployment of broadband infrastructure during the Construction Period and fulfilling the obligations of the Maintenance Period. The Grantee further agrees that during the Maintenance Period, if it fails to meet its obligations, then it is responsible for the following repayment or "clawback" payments:
 1. If the Grantee fails to make service available to the number of Locations identified in Exhibit B after the completion of the Construction Period, then the Grantee shall repay to Grantors, as directed, an amount equal to the product of (i) \$ 3738.32 (the amount of funds divided by the number of Locations) and (ii) the number of Locations, minus the number of Locations actually created. If the County contributed a financial match, a pro rata amount per location not served shall be repaid to the County. Interest will be added in accordance with Section 3.4.a.3.
 2. Additionally, in the event that the Grantee fails to maintain its Locations as required under the Maintenance Period, it shall lose credit for any qualifying Location under this Agreement by the same number of Locations that is short. For example, if the Grantee fails to maintain service by three (3) Locations, the number of Locations shall be reduced by three (3). The amount the Grantee must repay shall then be calculated in accordance with Section 3.4.a.1.
 3. NCDIT shall notify the Grantee in writing of the amount to be repaid and direct the Grantee to repay such amount directly to NCDIT and/or the County according to each Grantors' contribution. All such amounts shall be due immediately upon demand by NCDIT. If not paid within thirty (30) days following demand, the unpaid amount due shall continue to bear interest at the rate set out by N.C.G.S.

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§24-1 for the period beginning upon the demand until paid. Upon default in such payment, Grantors may employ an attorney to enforce its rights and remedies, and the Grantee hereby agrees to pay the legal costs and reasonable attorneys' fees of Grantors plus all other reasonable expenses incurred by Grantors in exercising any of its rights and remedies upon such default.

- b. **Non-Exclusive Remedy.** The repayment requirements and remedies addressed in this Section are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay all funds received, and in 2 C.F.R. § 200.339. No remedy conferred or reserved by or to the State in this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- c. **Improper or Ineligible Payments.** Any item of expenditure by the Grantee under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of NCDIT, the County, the US Department of the Treasury, the NC Department of State Treasurer, or other federal or state instrumentality to be improper, ineligible, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the Grantee, shall become the Grantee's liability, and shall be paid solely by the Grantee, immediately upon notification of such, from funds other than those provided by Grantors under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Article 4. Financial Accountability and Grant Administration.

Section 4.1. Financial Management. The Grantee shall adopt such financial management procedures as will permit the preparation of reports required by the Federal Funding Accountability and Transparency Act (<https://www.congress.gov/109/plaws/publ282/PLAW-109publ282.pdf>) and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the relevant statutes, regulations, and terms and conditions herein. The Grantee's financial management procedures shall allow it to comply with the requirements of 2 C.F.R. 200.302.

Section 4.2. Limitations on Expenditures. Grantors shall only reimburse the Grantee for documented expenditures incurred during the Agreement Term that are: (i) reasonable and necessary to carry out the scope of Covered Services described in Exhibit B; (ii) documented by contracts or other evidence of liability consistent with the established Parties' procedures; and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement. Grantors may not reimburse or otherwise compensate the Grantee for any

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expenditures incurred or services provided prior to the Effective Date except as provided in Section 2.2.e of this Agreement or following the earlier of the expiration or termination of this Agreement.

Section 4.3. Financial and Other Reports. The Grantee shall maintain detailed, itemized documentation and other necessary records of all expenses incurred pursuant to this Agreement. The Grantee shall submit to Grantors such reports and back-up data as may be required by the federal government or Grantors, including such reports which enable NCDIT and the County, respectively, to submit their own reports to the U.S. Department of the Treasury, in accordance with the schedule set forth in Exhibit F. This provision shall survive the expiration or termination of this Agreement with respect to any reports which the Grantee is required to submit to Grantors following the expiration or termination of this Agreement.

Section 4.4. Cost Principles. Pursuant to 09 N.C.A.C. 03M .0201, all expenditures by the Grantee of funds awarded under this Agreement shall be in accordance with the cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200, Subpart E (2 C.F.R. §§ 200.400-200.476). It is the Grantee's responsibility to ensure adherence to the cost principles established in the Code of Federal Regulations, 2 CFR Part 200, Subpart E.

Section 4.5. Audits. The Grantee certifies compliance with the provisions of 2 CFR 200.501-200.521, if applicable, and continued compliance with these provisions during the Term of this Agreement. Pursuant to 09 N.C.A.C. 03M .0205, a Grantee that receives, holds, uses, or expends GREAT Award funds in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. If the Grantee is not required to have a single audit as defined by 2 CFR 200.501, U.S. Department of the Treasury requirements, or the Single Audit Act, or a single audit as defined by 09 N.C.A.C. 03M .0102, then the Grantee shall have a financial audit performed at least annually by an independent Certified Public Accountant. The Grantee shall provide notice of the completion of any required audits and will provide access to such audits and other financial information related to this Agreement upon request. The Grantee certifies that it will provide Grantors with notice of any adverse findings which impact this Agreement. This obligation extends for one (1) year beyond the expiration or termination of this Agreement. The costs of audits shall not be allowable charges under this Agreement.

Section 4.6. Closeout. Grantors will close out this award when it determines that all applicable administrative actions and all required work has been completed by the Grantee. Grantors will implement close out processes in accordance with 2 CFR 200.344. The Grantee's obligations to Grantors under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Grantors. Such requirements shall include submitting final reports to NCDIT pursuant to Section 2.4.d and providing any closeout-related information requested by NCDIT by the deadlines specified by NCDIT. This provision shall survive the expiration or termination of this Agreement. NCDIT shall provide all closeout documentation and reports to the County.

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Section 4.7. Recovery of Award Funding. In accordance with 09 N.C.A.C. 03M .0802, NCDIT shall take appropriate administrative action to recover from the Grantee all GREAT Award funds disbursed in connection with this Agreement in the event that the Grantee: (1) is unable to fulfill the obligations of this Agreement; (2) is unable to accomplish the purposes of the award; (3) is noncompliant with the reporting requirements set forth in this Agreement and in 09 N.C.A.C. 03M; or (4) has inappropriately used GREAT Award funds disbursed in connection with this Agreement.

NCDIT must seek the assistance of the Attorney General in the recovery and return of GREAT Award funds disbursed in connection with this Agreement if legal action is required. NCDIT is required to report to the Office of State Budget and Management, the Attorney General, and the State Bureau of Investigation any apparent violations of a criminal law or malfeasance, misfeasance, or nonfeasance in connection with the Grantee's use of GREAT Award funds disbursed in connection with this Agreement.

The remedies set forth in this Section are in addition to the repayment requirements and other remedies set forth elsewhere in this Agreement.

Article 5. Cooperation in Monitoring and Evaluation.

Section 5.1. NCDIT's Responsibilities.

- a. **Project Monitoring.** NCDIT will have responsibility for the monitoring of this Project, both on behalf of itself and the County, either directly or through contractors. NCDIT will monitor this Project in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.332 and the provisions of 09 N.C.A.C. 03M .0401 to ensure that adequate progress is being made towards achieving the Project milestones described in Section 2.4.c, and that funds are expended (1) for eligible uses only consistent with the purpose for which the funds were awarded, (2) according to the approved Project Budget, (3) in compliance with all relevant laws, regulatory requirements, cost principles, and provisions of this Agreement. NCDIT will also monitor whether the Grantee has met all reporting requirements of this Agreement and the Grantee's compliance with all terms of this Agreement. Monitoring will include, at NCDIT's discretion, progress reports, site visits, financial reviews, and audits. Should the County desire to participate in site visits, it should notify NCDIT and NCDIT will notify the County of any site visits to be performed as part of its monitoring of the Project. The frequency and type of monitoring will depend on the Grantee's risk level as determined by the risk assessment. NCDIT will provide all progress reports, financial reports, audits, technical reports, and reports from site visits to the County within 10 business days of their completion, including supporting documentation. NCDIT will provide its monitoring protocol to the County upon request. NCDIT does not assume any responsibility for the County's local, state, or federal reporting requirements.

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- b. **Risk Assessment.** NCDIT shall conduct risk assessments in accordance with 2 C.F.R. § 200.332(b) to determine the appropriate monitoring needs of the Project. NCDIT may reassess this risk at any time during this Agreement in accordance with NCDIT's risk assessment process and federal regulations, including but not limited to 2 C.F.R. § 200.332, 2 C.F.R. § 200.206, and 2 C.F.R. § 200.208. Upon completion of the initial risk assessment or any reassessment during the performance period, NCDIT shall determine, at its sole discretion, whether a Project is Low Risk, Medium Risk, or High Risk and implement or change monitoring and reporting requirements accordingly. NCDIT will share the results of each risk assessment of the Grantee with the County within 10 business days of its completion, and, upon request by the County, any supporting documents related to the risk assessment. The County is not required to conduct a separate risk assessment of the Grantee or Project.
- c. **Compliance Audits.** In connection with disbursing funds to the Grantee, NCDIT will be subject to periodic audits by the Office of State Budget and Management, the Office of the State Auditor, or NCDIT's internal auditor to ensure compliance with the provisions of 09 N.C.A.C. 03M and may be required to provide documentation in connection with that audit. NCDIT shall develop a compliance supplement report that describes the standards of compliance and audit procedures to give direction to independent auditors, which NCDIT will provide to the State and Local Government Finance Division in the North Carolina Department of State Treasurer for inclusion in the North Carolina State Compliance Supplement.

Section 5.2. Grantee's Responsibilities.

- a. **Compliance with 09 N.C.A.C. 03M.** The Grantee acknowledges and agrees that as a condition of receiving the award pursuant to this Agreement, the Grantee will comply with the provisions of 09 N.C.A.C. 03M.
- b. **Use of Funds.** In accordance with 09 N.C.A.C. 03M .0202, the Grantee will ensure that any funds received under this Agreement are utilized for their intended purpose and shall expend those funds in compliance with requirements established by 09 N.C.A.C. 03M and this Agreement.
- c. **Cooperation in Monitoring.** The Grantee hereby agrees to cooperate fully and in a timely fashion with NCDIT's monitoring of the Project and waives any objection to NCDIT's determination of the Project's risk level or monitoring needs.
- d. **Reporting Compliance.** The Grantee further agrees that it will: (1) provide the information required by NCDIT for NCDIT to comply with the procedures for disbursement of funds; (2) maintain reports and accounting records that support the allowable expenditure of GREAT Award funds and make available all reports and records for inspection by NCDIT, the Office of State Budget and Management, and the

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Office of the State Auditor for oversight, monitoring, and evaluation purposes; and (3) ensure that any subrecipients (a) comply with all reporting requirements established by 09 N.C.A.C. 03M and this Agreement and (b) report to NCDIT.

Section 5.3. N.C. Administrative Code Reporting and Audit Requirements. Per 09 N.C.A.C. 03M .0205, the following three reporting levels are established for Grantees who have received an award from NCDIT pursuant to this Agreement:

Level I – A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.

Level II - A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.

Level III – A Grantee that receives, holds, uses, or expends GREAT Award funds in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

a. **Required Reporting.** In addition to the Project progress reports set out in Section 2.4, the Grantee shall provide the following reporting on an annual basis during the term of this Agreement:

1. All Grantees shall provide:

(a) A certification that GREAT Award funds received or, held was used for the purposes for which it was awarded; and

(b) An accounting of all GREAT Award funds received, held, used, or expended.

2. Grantees that fall into Levels II and III in Section 5.3 shall report on activities and accomplishments undertaken by the Grantee, including reporting on any performance measures established in this Agreement.

3. As set out in Section 4.5, Grantees that fall into Level III in Section 5.3 shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

b. **Filing of Reports.** Grantees shall file all reports with NCDIT in the format and method provided by NCDIT no later than three (3) months after the end of the Grantee's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to NCDIT no later than nine (9) months after the end of the

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Grantee's fiscal year.

- c. **Copies Acceptable.** Notwithstanding the foregoing provisions, a Grantee may satisfy the reporting requirements of Section 5.3.b. by submitting a copy of the report required under federal law with respect to the same funds.
- d. **Other Reports.** The Grantee shall provide NCDIT with any other reports as required by State or federal law.

Section 5.4. Interventions. If NCDIT determines the Grantee is not maintaining adequate progress towards Project milestones or is not engaging in the appropriate expenditure of funds, NCDIT may impose additional reporting requirements and/or award conditions. These additional requirements and/or conditions may include: withholding authority to proceed to the next phase until receipt of evidence of acceptable performance and/or progress within a given period; requiring additional, more detailed financial reports; requiring additional Project monitoring; requiring the Grantee to obtain technical or management assistance; and establishing prior approvals. NCDIT will notify the Grantee of these additional requirements and/or conditions in accordance with 2 C.F.R. § 200.208(d).

Section 5.5. Access to Persons and Records. Pursuant to N.C.G.S. § 147-64.7, Grantors, the Office of State Budget and Management, the State Auditor, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and any other appropriate state or federal agency, or any authorized representatives of these entities, are authorized to examine all books, records, papers, and accounts of the Grantee insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to funds disbursed pursuant to this Agreement. The Grantee shall maintain and hereby agrees to retain all records, books, papers, and other documents covered by this Section through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Grantee shall make all records, books, papers and other documents that relate to this Agreement available at all reasonable times for inspection, review and audit by the authorized representatives of Grantors, the North Carolina State Auditor, the U.S. Department of the Treasury, the U.S. Government Accountability Office, and any other authorized state or federal oversight office. Additional audit or reporting requirements may be required by Grantors if such requirement is imposed by federal or state law or regulation.

Section 5.6. Personnel. The Grantee represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement. Such employees shall not be employees of NCDIT or the County. The Grantee shall identify all personnel who will be involved in performing the scope of services of this Agreement and otherwise administering this Agreement, including at least one project manager and one fiscal officer ("Key Personnel"). Such Key Personnel shall be fully qualified and shall be authorized

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under state and local law to perform such services. Changes to Key Personnel do not constitute a Material Change under Section 2.5.a of this Agreement; however, the Grantee shall notify NCDIT of any changes to Key Personnel within thirty (30) days of the change in accordance with Section 8.13.

Article 6. Compliance with Agreement and Applicable Laws.

Section 6.1. General Compliance. The Grantee shall perform all Covered Services funded by this Agreement in accordance with this Agreement, the award agreement between the State of North Carolina and the U.S. Department of the Treasury, the award agreement between the County and the U.S. Department of the Treasury, and all applicable federal, state and local requirements, including all applicable statutes, rules, regulations, executive orders, directives or other requirements. Such requirements may be different from the Grantee's current policies and practices. While Grantors may assist the Grantee in complying with all applicable requirements, the Grantee remains responsible for ensuring its compliance with all applicable requirements.

Section 6.2. Expenditure Authority. This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the GREAT grant, including, but not limited to, the following:

Authorizing Statute. Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.

Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARPA/SFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).

Guidance Documents. Applicable guidance documents issued from time-to-time by the U.S. Department of the Treasury, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

Other Regulations, Statutes and Rules. Applicable provisions of the Uniform Guidance (2 C.F.R. Part 200); the GREAT Statutes at N.C.G.S. 143B-1373, and as amended by S.L. 2021-180, Section 38.4, and any subsequent amendments and technical changes; 09 N.C. Admin. Code. 03M; and all applicable laws of the State of North Carolina.

Section 6.3. Federal Grant Administration Requirements. The Grantee shall comply with any applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit

¹ [SLFRF-Compliance-and-Reporting-Guidance.pdf \(treasury.gov\)](#)

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Requirements for Federal Awards, 2 CFR Part 200 (UG), as adopted by the U.S. Department of the Treasury at 2 CFR Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how the Grantee must administer the award and how NCDIT must oversee the Grantee.

Section 6.4. Property. Grantee shall retain ownership interests and rights in the network and in any property, materials, equipment, supplies, and facilities it constructs or purchases for the Project pursuant to this Agreement. Grantee agrees to abide by the property requirements set forth in 2 C.F.R. 200.311-316, as amended in applicable guidance or regulations issued by the U.S. Department of the Treasury or other federal agency after the Effective Date of this Agreement.

Section 6.5. Universal Identifier and System for Award Management (SAM). The Grantee shall provide and/or obtain and provide to NCDIT, a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

Section 6.6. Federal Funding Accountability and Transparency Act of 2006. The Grantee shall provide Grantors with all information requested by Grantors to enable Grantors to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note).

Section 6.7. Licenses, Certifications, Permits, Accreditation. The Grantee shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to Grantors proof of any licensure, certification, permit or accreditation upon request.

Section 6.8. Clean Air Act. The Grantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Grantee agrees to report each violation to NCDIT and understands and agrees that Grantors will, in turn, report each violation as required to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The Grantee agrees to include these requirements in any subcontract exceeding \$150,000 funded, in whole or in part, with funds provided by Grantors pursuant to this Agreement.

Section 6.9. Federal Water Pollution Control Act. The Grantee agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Grantee agrees to report each violation to Grantors and understands and agrees that Grantors will, in turn, report each violation as required to assure notification to the federal awarding agency and the appropriate Environmental Protection Agency Regional Office. The Grantee agrees to include these requirements in any subcontract exceeding \$150,000 funded, in whole or in part, with funds provided by Grantors pursuant to this Agreement.

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Section 6.10. Debarment and Suspension. Due to its receipt of ARPA funds, Grantors are participants in a non-procurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Agreement is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if the amount of this Agreement is greater than or equal to \$25,000.

- a. **Non-Exclusion Certification.** The Grantee hereby certifies as of the date hereof, that the Grantee, the Grantee's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both the Grantee and the Grantee's principals are not excluded individuals (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935), or otherwise determined ineligible to participate in federal assistance awards or contracts. If any of the foregoing persons are excluded or disqualified and the federal awarding agency has not granted an exception pursuant to 31 C.F.R. § 19.120(a), then: (1) this Agreement shall be void, (2) Grantors shall not make any payments of federal financial assistance to the Grantee, and (3) Grantors shall have no obligations to the Grantee under this Agreement.
- b. **Compliance with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19.** The Grantee must comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 C.F.R. Part 180, Subpart C, and as adopted by the U.S. Department of the Treasury at 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-Tier² covered transaction into which it enters. The Grantee hereby certifies that it will comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19. This certification is a material representation of fact relied upon by Grantors, and all liability arising from an erroneous representation shall be borne solely by the Grantee.
- c. **Remedies for Non-Compliance.** If it is later determined that the Grantee did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Grantors, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.
- d. **Subcontractor Certification.** The Grantee hereby certifies that none of the subcontractors it has proposed to perform work under this Agreement are listed under the State Debarred Vendors listing (<https://ncadmin.nc.gov/documents/nc-debarred-vendors>), or in the past five (5) years have been suspended or debarred from doing business with the federal or any state government. The Grantee agrees that it will notify Grantors immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

² "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

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Section 6.11. Byrd Anti-Lobbying Amendment. The Grantee shall comply with the restrictions on lobbying in 31 CFR Part 21.

The Grantee certifies to Grantors, and the Grantee shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The Grantee shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to Grantors, which will, in turn, forward the certification(s) to the federal awarding agency. The Grantee shall cause the language of this Section to be included in all subcontracts. This certification is a material representation of fact upon which Grantors have relied when entering into this Agreement, and all liability arising from an erroneous representation shall be borne solely by the Grantee.

If this Agreement exceeds \$100,000, the Grantee also must file with Grantors the certification in Exhibit G, "Byrd Anti-Lobbying Certification", which is attached hereto and incorporated herein. Any subcontractor with a subcontract (at any Tier) exceeding \$100,000 must also file with the Tier above it the certification in Exhibit G.

Section 6.12. Wages and Labor Standards for Projects over \$10 Million. In its reporting guidance, the U.S. Department of Treasury has indicated that recipients will need to provide documentation of wages and labor standards for capital expenditure projects and infrastructure projects over \$10 million, and that these requirements can be met with certifications that the project is in compliance with the Davis-Bacon Act (or related state laws, commonly known as "baby Davis-Bacon Acts") and subject to a project labor agreement. In accordance with the SLFRF Reporting and Compliance Guidance, for Projects with a total cost of over ten million dollars (\$10,000,000) (based on expected total cost):

- a. **Prevailing Wages Certification.** A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

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- The number of employees of contractors and sub-contractors working on the project;
 - The number of employees on the project hired directly and hired through a third party;
 - The wages and benefits of workers on the project by classification; and
 - Whether those wages are at rates less than those prevailing. 19 Recipients must maintain sufficient records to substantiate this information upon request.
- b. **Project Labor Certification.** A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
- How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
 - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
 - How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
 - Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
 - Whether the project has completed a project labor agreement.
- c. **Local Hire Prioritization.** Whether the project prioritizes local hires.
- d. **Community Benefit Agreement.** Whether the project has a Community Benefit Agreement, with a description of any such agreement.

Section 6.13. Copeland Anti-Kickback Act. In accordance with the Copeland Anti-Kickback Act, as supplemented by the Department of Labor regulations at 29 CFR Part 3, the Grantee understands and agrees that it is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Grantors shall report any and all suspected or reported violations of this Section to the Federal awarding Agency.

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Section 6.14. Contract Work Hours and Safety Standard Act. Contracts awarded by Grantors in excess of one-hundred thousand dollars (\$100,000.00) that involve the employment of mechanics or laborers are required to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations at 29 CFR Part 5. The Grantee understands and agrees that it will compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours, and that work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Grantee further understands and agrees that no mechanic or laborer is required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

Section 6.15. Prohibition on Contracting for Covered Telecommunications Equipment or Services. Pursuant to 2 C.F.R. § 200.216, the Grantee agrees not to expend funds it receives pursuant to this Agreement to procure or obtain, or to enter into, extend, or renew a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is defined in 2 C.F.R. § 200.216.

Section 6.16. Program Fraud and False or Fraudulent Statements or Related Acts. The Grantee acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement. Making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in state or federal awards or contracts, and/or any other remedy available by law.

Section 6.17. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing, to any of the list of persons in 41 U.S.C. § 4712(a)(2), information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The Grantee is hereby notified that it is required to: (a) inform its employees that they are subject to the whistleblower rights and remedies of the program; (b) inform its employees in writing of employee whistleblower protections under 41 U.S.C. § 4712 in the predominant native language of the workforce; and (c) include such requirements in any agreement made with a subcontractor or subgrantee.

Section 6.18. Equal Opportunity & Other Requirements. The Grantee shall adopt and enact a nondiscrimination policy consistent with the requirements in this Section. The Grantee acknowledges that Grantors are bound by and agrees, to the extent applicable to the Grantee, to

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abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of ARPA funds:

- a. **Assurances of Compliance with Title VI of the Civil Rights Act of 1964.** The Grantee and any subcontractor, or the successor, transferee, or assignee of the Grantee or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the U.S. Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.
- b. **Disability Protections.** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- c. **Age Discrimination.** The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- d. **Americans with Disabilities.** Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- e. **Fair Housing Laws.** The Grantee shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Section 6.19. Affordable Connectivity Program. The Grantee must participate in the Federal Communications Commission Affordable Connectivity Program ("ACP"), or otherwise provide access to a broad-based affordability program to low-income consumers in the proposed service area of the broadband infrastructure that provides benefits to households commensurate with those provided under the ACP.

Section 6.20. Use of Name. Neither party to this Agreement shall use the other Party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written

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approval of an authorized representative of that Party. The Parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other Party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

Section 6.21. Solicitation of Small Businesses and Historically Underutilized Businesses. If the Grantee intends to let any subcontracts, it shall encourage and promote the use of small businesses and historically underutilized businesses, such as (1) assuring that small and historically underutilized businesses are solicited whenever they are potential sources; (2) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and historically underutilized businesses; (3) establishing delivery schedules, where the requirement permits, which encourage participation by small and historically underutilized businesses; and (4) using the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

For the purposes of this Agreement, an entity shall qualify (1) as an “historically underutilized business” if it is currently certified as such under Chapter 143, Section 128.4 of the N.C. General Statutes, and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

Section 6.22. Conflicts of Interest; Gifts and Favors

- a. **Disclosure of Potential Conflicts.** The Grantee understands that (1) NCDIT will use ARPA funds to pay for the cost of this Contract; (2) the County may use ARPA funds to contribute to the payment of this Contract; and (3) the expenditure of ARPA funds is governed by the Conflict of Interest Policies of NCDIT, and if applicable, the County, the federal requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C.G.S. §§ 14-234(a)(1) and -234.3(a)). The Grantee must disclose in writing to Grantors any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- b. **Conflict Certification.** The Grantee certifies to Grantors that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Grantors involved in the selection, award, or administration of this Agreement (each a “**Covered Individual**”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no organization (including the Grantee) which employs or is about to employ a Covered Individual; has a financial or other interest in, or has received a tangible personal benefit from, the Grantee. Should the Grantee obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, it shall promptly disclose the same to Grantors in writing.

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- c. **Value Certification.** The Grantee certifies to Grantors that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Grantors. Should the Grantee obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, it shall promptly disclose the same to Grantors in writing.
- d. **Conflict of Interest Policy.** – Pursuant to N.C. Gen. Stat. § 143C-6-23(b), every Grantee shall file with NCDIT a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its board or other governing body, from the Grantee's disbursing of State funds, and shall include actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed **before** the disbursing State agency may disburse the grant funds.

Section 6.23. Miscellaneous Provisions and Conditions.

- a. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Grantors encourage the Grantee to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- b. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Grantors encourage the Grantee to adopt and enforce policies that ban text messaging while driving.
- c. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
- d. **Publications.** Any publications related to the Project must be paid for independently by the Grantee (i.e., not with GREAT Award funds) and must display the following language: "This project [is being][was] supported, in whole or in part, by funds awarded to the State of North Carolina by the U.S. Department of the Treasury."
- e. **Federal Seals, Logos, and Flags.** The Grantee shall not use the seal(s), logos, crests, or reproductions of flags of the federal funding agency or likenesses of any federal agency officials without specific pre-approval of the relevant federal agency.

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Article 7. Termination and Remedies.

Section 7.1. Termination by Grantors for Default. If the Grantee fails to fulfill in a timely and proper manner its obligations required under this Agreement or violates or fails to comply with any of the covenants or stipulations under this Agreement or any applicable laws, rules, and regulations, and such default is not cured within sixty (60) calendar days of the receipt of written notice of such default, then NCDIT and/or the County shall have the right to terminate this Agreement on any future date after giving the Grantee written notice of termination of this Agreement at least ten (10) calendar days in advance of the Termination Date. Any termination notice under this Section shall specify the Termination Date and this Agreement shall terminate automatically upon such Termination Date. Upon termination of this Agreement under this Section, (1) Grantors shall have no responsibility to make additional payments to the Grantee; and (2) the Grantee shall not expend any additional funds for which it will seek reimbursement without NCDIT's prior and express written authorization and shall return all funds received to NCDIT upon demand. 2 C.F.R. § 200, app. II(B).

Section 7.2. Immediate Termination by Grantors. NCDIT and/or the County may terminate this Agreement immediately upon discovery of the Grantee's commission of fraud of GREAT Award funds.

Section 7.3. Termination by Mutual Consent. In accordance with 09 N.C.A.C. 3M.0703(11), this Agreement may be terminated at any time upon the mutual consent of the Parties upon sixty (60) days prior written notice to the other Parties.

Section 7.4. Termination Procedures. All notices of termination shall be given in accordance with the notice provisions in Section 8.13 of this Agreement. If this Agreement is terminated under this Article 7, the Grantee may not incur new obligations for the terminated portion of this Agreement after the Grantee has received the notification of termination. The Grantee must cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Grantee shall not be relieved of liability to Grantors because of any breach of Agreement by the Grantee. The Grantors may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due NCDIT and/or the County from the Grantee is determined. Neither the County nor NCDIT shall commence termination procedures or legal action against the Grantee for violations related to the performance of this Agreement without providing notice to the other.

Section 7.5. Sanctions for Noncompliance. As the entity responsible for handling monitoring of the Project and this Agreement, NCDIT is required to ensure that the Grantee complies with the applicable provisions of 09 N.C.A.C. 03M. Pursuant to 09 N.C.A.C. 03M .0401, upon NCDIT's determination that the Grantee is noncompliant with 09 N.C.A.C. 03M and/or the terms of this Agreement, NCDIT shall take all appropriate action in accordance with 09 N.C.A.C. 03M .0800

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as follows:

- a. **Grantee Noncompliance.** When the Grantee does not comply with the requirements of 09 N.C.A.C. 03M, NCDIT shall: (1) communicate the requirements to the Grantee; (2) require a response from the Grantee upon a determination of noncompliance; (3) suspend payments to the Grantee until the Grantee comes in compliance.
- b. **Misuse of Funds.** When NCDIT discovers evidence of management deficiencies or criminal activity leading to the misuse of funds, NCDIT shall notify the Office of State Budget and Management and take the appropriate action or actions, including without limitation: (1) suspending payments until the matter has been fully investigated and corrective action has been taken; (2) terminating this Agreement and taking action to retrieve unexpended funds or unauthorized expenditures; and/or (3) reporting possible violations of criminal statutes involving misuse of State property to the State Bureau of Investigation, in accordance with N.C.G.S. § 143B-920.
- c. **Notice Period.** Upon determination of noncompliance with requirements of this Agreement that are not indicative of management deficiencies or criminal activity, NCDIT shall give the Grantee sixty (60) days written notice to take corrective action. If the Grantee has not taken the appropriate corrective action after the 60-day period, NCDIT shall notify the Office of State Budget and Management and take the appropriate action or actions, including without limitation: (1) suspending payments pending negotiation of a plan of corrective action; (2) terminating the contract and taking action to retrieve unexpended funds or unauthorized expenditures; and/or (3) offsetting future payments with any amounts improperly spent.

Section 7.6. Termination due to Unavailability of Funds. If funds for the Project become unavailable for any reason, including without limitation, a change in the State or federal laws, NCDIT and/or the County shall have the right to terminate this Agreement after giving the Grantee written notice of termination of this Agreement at least twenty (20) calendar days in advance of the Termination Date. The notice of termination shall contain the effective Termination Date of this Agreement. Upon notice, the Grantee shall not expend any GREAT Award funds without NCDIT's express written authorization. Upon termination of this Agreement, neither NCDIT nor the County shall have any responsibility to make additional payments to the Grantee.

Article 8. General Conditions.

Section 8.1. Representations and Warranties.

- a. **The Parties' Representations and Warranties.** The Parties acknowledge that each has been represented in negotiations for, and the preparation of, this Agreement by counsel of its own choosing (or has had the opportunity to retain counsel for those purposes), that each has read this Agreement or has had it read to them and explained

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by counsel, that each understands and is fully aware of its contents and of its legal effect, that each is knowingly and voluntarily entering into this Agreement. The execution and performance of this Agreement have been duly authorized by all necessary laws, resolutions and entity action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms. Each Party and its respective signatory hereto avers that its signatory is authorized, empowered, and directed on behalf of the Party to execute this Agreement and thereby bind the Party and others as set forth in Section 8.5 of this Agreement.

b. Grantee's Representations and Warranties. The Grantee hereby represents and warrants that:

- i. There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Grantee, threatened against or affecting it that could or might adversely affect the Project or any of the transactions contemplated by this Agreement the validity or enforceability of this Agreement, or the abilities of the Grantee to discharge their obligations under this Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, Grantors may require repayment from the Grantee based on Section 3.4, Article 7, and Section 8.4 of this Agreement and this Agreement may be terminated by Grantors effective upon notice.
- ii. No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Grantee shall provide NCDIT with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Agreement.
- iii. The Grantee is solvent, is financially capable of performing the Project responsibilities, is a going concern, is duly authorized to do business under North Carolina law, and is not delinquent on any federal, state, or local taxes, licenses, or fees. If it is subsequently found that the Grantee was not solvent, was not financially capable of performing its Project responsibilities, was delinquent on its federal, state or local taxes, licenses or fees or, if applicable, was not a going concern or was not duly authorized to do business under North Carolina law, Grantors may require repayment from the Grantee based on Section 3.4, Article 7, and Section 8.4 of this Agreement.

Section 8.2. Indemnification. The Grantee hereby agrees to release, indemnify and hold harmless the State (including, without limitation, NCDIT) and the County, and their respective members,

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officers, directors, employees, agents and attorneys (together, the “**Indemnified Parties**”), from any claims of third parties arising out of any act or omission of the Grantee or any third party in connection with the performance of this Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Grantee hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys’ fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Grantee or of any third party or of any of their agents, Grantees, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subgrantees, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

Section 8.3. Insurance. The Grantee must provide the equivalent insurance coverage for real property and equipment acquired or improved with this award as provided to property owned by the Grantee. In addition, the Grantee, must, at a minimum, provide and maintain during the term of this Agreement insurance coverage that meets the following coverage and limit requirements:

- a. **Small Purchases Requirements.** For Small Purchases as defined under 01 N.C.A.C. 05A .0112(35) and 05B .0301(1), the minimum applicable insurance requirements for Worker’s Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
- b. **Requirements for Contracts Between Small Purchase and \$1,000,000.00.** For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:
 1. **Worker’s Compensation -** The Grantee shall provide and maintain Worker’s Compensation Insurance, as may be required by the laws of North Carolina, as well as employer’s liability coverage, with minimum limits of \$250,000.00, covering all of Grantee’s employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Grantee shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

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2. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
 3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired, and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.
- c. **Requirements for Contracts in Excess of \$1,000,000.00.** For Contracts valued in excess of \$1,000,000.00 the following limits shall apply:
1. Worker's Compensation - The Grantee shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Grantee shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
 2. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
 3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

The Grantee's insurance coverage shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Agreement. If the Grantee fails at any time to maintain and keep in force the required insurance, and such default is not cured within ten (10) calendar days of the receipt of written notice of such default, then Grantors may cancel and terminate this Agreement on any future date after giving the Grantee written notice of termination of this Agreement. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations or the indemnification requirements under this Agreement.

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The insurer must provide NCDIT with a Certificate of Insurance reflecting the coverages required in this Section. All Certificates of Insurance shall reflect thirty (30) days written notice by the insurer in the event of cancellation, reduction, or other modification of coverage. In addition to this notice requirement, the Grantee must provide NCDIT prompt written notice of cancellation, reduction, or material modification of coverage of insurance. If the Grantee fails to provide such notice, the Grantee assumes sole responsibility for all losses incurred by Grantors for which insurance would have provided coverage.

Section 8.4. Cessation, Bankruptcy, Dissolution, or Insolvency.

- a. **Merger, Consolidation, or Sale.** The Grantee agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Grantee contained in this Agreement, subject to the prior written consent of Grantors if such action constitutes an assignment of the Grantee's obligations under this Agreement. If the Grantee so merges, consolidates, or sells its assets without such an undertaking being provided, it agrees under Section 3.4, Article 7, and this Section of this Agreement to make that payment due under this Agreement to Grantors, upon request and as directed. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under this Agreement, and Grantors may terminate this Agreement upon written notice to the Grantee and hold the Grantee liable for any such payment provided for under Section 3.4, Article 7, and this Section of this Agreement.
- b. **Notice of Cessation, Bankruptcy, Dissolution, or Insolvency.** Other than as provided for in this Section, if the Grantee ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Grantee shall give Grantors immediate notice of the event, and shall pay the amount provided under Section 3.4, Article 7, and this Section of this Agreement to Grantors, upon request, as directed and without regard to whether the effective period in Section 3.1 has yet to expire, but only if to make such payment is permissible under applicable bankruptcy, dissolution or insolvency law.
- c. **Remedies on Failure to Provide Notice.** If the Grantee fails to provide Grantors notice of ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material breach under this Agreement. If there is such a cessation or such a proceeding, Grantors may terminate this Agreement upon written notice to the Grantee pursuant to Section 7.1. Upon such termination, the Grantee shall pay the applicable clawback amount to Grantors upon request, as directed and without regard to whether the effective period in Section 3.1 has yet to expire, but only if to make such payment is permissible under

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applicable bankruptcy, dissolution or insolvency law and, if the matter is under the jurisdiction of a Bankruptcy Court, with approval of the Bankruptcy Court.

Section 8.5. Binding Effect. The Terms of this Agreement are and shall be binding upon each of the Parties hereto, their heirs, executives, representatives, agents, attorneys, partners, successors, predecessors-in-interest, members, managers, member-managers, and assigns, and upon all other persons claiming any interest in the subject matter hereto through any of the Parties. The Grantee must disclose this Agreement to any such person or entity described in this Section.

Section 8.6. Entire Agreement. This Agreement contains the entire agreement between the Parties pertaining to the subject matter of this Agreement. This Agreement supersedes all prior agreements between or among the Parties with regard to the Project and expresses the Parties' entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to the provisions set forth in Section 2.5.

Section 8.7. Titles and Headings. Titles and Headings in this Contract are used for convenience only and do not define, limit, or proscribe the language of terms identified by such Titles and Headings.

Section 8.8. Severability. Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein and the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.

Section 8.9. Independent Status of the State, the County, the Grantee, and Any Third Parties.

- a. **Independent Entities.** The State (including, without limitation, NCDIT), the County, and the Grantee are independent entities from one another and from any third party. This Agreement, the Project, and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State, the County and the Grantee or between or among either of them or any third party. Nor shall this Agreement or the Project be construed to make any employees, agents or members of the Grantee or any third party into employees, agents, members or officials of the State or the County or to make employees, agents, members or officials of the Grantee into employees, agents, members or officials of the State or the County. Neither the Grantee nor any third party shall have the ability to bind the State or the County to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Grantee have the ability to bind the State or the County to any agreement for payment of goods or services or represent to any person that it has such ability.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

- b. **Grantees Responsibility for Expense and Insurance.** The Grantee and any third party shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Grantee and any third parties shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this Project. All expenses incurred by the Grantee, or any third party are their sole responsibilities, and neither the State (including, without limitation, NCDIT) nor the County shall be liable for the payment of any obligations incurred in the performance of the Project.

Section 8.10. Non-Assignability. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of Grantors. Claims for money due to the Grantee from Grantors under this Agreement may be assigned to any commercial bank or other financial institution with Grantors' prior written approval. To the extent that Grantors provide written approval to the Grantee to assign or transfer any interest in this Agreement, the Grantee is not relieved of any of the duties and responsibilities of this Agreement and shall obtain agreement from the assignee to abide by the standards contained in 09 N.C.A.C. 03M. Unless Grantors otherwise agree in writing, the Grantee and all assigns are subject to all Grantors' defenses and are liable for all the Grantee's duties that arise from this Agreement and all Grantors' claims that arise from this Agreement.

Section 8.11. Subcontracting. The Grantee shall provide, upon request by Grantors, copies of any agreements made by and between the Grantee and any subcontractors for the purpose of performing services to fulfill the Grantee's obligations under this Agreement. The Grantee remains responsible for and is not relieved of any of the duties and responsibilities of this Agreement. The Grantee remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Grantee, including those in 09 N.C.A.C. 03M, and shall provide information in their possession that is needed by the Grantee to comply with these standards. NCDIT is indemnified by the Grantee for any claim presented by a subcontractor, and any contracts made by the Grantee with a subcontractor after the Effective Date of this Agreement for performance of work under this Agreement shall include an affirmative statement that the State and the County are intended third-party beneficiaries of the contract; that the subcontractor has no agreement with the State or the County; and that the State and the County shall be indemnified by the Grantee for any claim presented by the subcontractor. Notwithstanding any other term herein, the Grantee shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Section 8.12. No Waiver by the State or the County. Failure of the State (including, without limitation, NCDIT) and/or the County at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State or the County of any condition or the breach of any term, provision or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation. No action or failure to act by the State or the County constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

Section 8.13. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed given when (i) sent via electronic mail with delivery confirmation requested; or (ii) when deposited in the United States mail, certified, return receipt requested, first class, postage prepaid. Notices shall be addressed as follows:

If to NCDIT via US mail:

Attn:

Director, Broadband Infrastructure Office
North Carolina Department of
Information Technology
NC Broadband Infrastructure Office
P.O. Box 17209
Raleigh, North Carolina 27619-7209

Cc:

Creecy Johnson, Legal Counsel
North Carolina Department of
Information Technology
NC Broadband Infrastructure Office
P.O. Box 17209
Raleigh, North Carolina 27619-7209

If to NCDIT via Email

greatgrant@nc.gov

creecy.johnson@nc.gov

If to the County via US mail:

Attn:

Frankie Waters

Chairman of the Board of
Commissioners

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

Beaufort County
121 West 3rd Street
Washington, NC 27889

If to County via Email

Frankie.Waters@beaufortcountync.gov

If to the Grantee via US Mail

Pamela Sherwood
Authorized Representative
Connect Holding II LLC
PO Box 1330
Fayetteville, NC 28302-1330

If to the Grantee via Email:

Pamela.sherwood@brightspeed.com

If, at any time during the term of this Agreement, the Grantee's Authorized Representative changes from the individual identified in this Agreement, the Grantee must provide written notice of such change to Grantors pursuant to this Section within ten (10) calendar days of any such change.

Section 8.14. Public Records Act Compliance and Confidentiality. The Grantee may designate appropriate portions of documents or information provided to NCDIT as confidential, consistent with and only to the extent permitted under N.C. Gen. Stat. § 132-1, et seq. or other applicable law, by marking the top and bottom of each page containing confidential information with the following legend in boldface type: "CONFIDENTIAL". By so marking any page, the Grantee warrants that it has formed a good faith belief that the portions marked "CONFIDENTIAL" meet the requirements of the applicable law. NCDIT may serve as custodian of Grantee's confidential information and not as arbiter of claims against its assertion of confidentiality. In the event that NCDIT is served with a subpoena, discovery request, or public record request for information that has been designated by the Grantee as confidential information, NCDIT shall forward written notification thereof to the Grantee, along with the subpoena or other request. NCDIT shall not, pursuant to the subpoena or other request, produce documents or information designated by the Grantee as confidential information without Grantee's written consent or unless ordered to do so by a court of competent jurisdiction.

Section 8.15. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties after a reasonable period, either Party may elect

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

Section 8.16. Waiver of Objections to Timeliness of Legal Action. The Grantee knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, NCDIT) and/or the County to enforce its rights under this Agreement. This waiver includes any objections the Grantee may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

Section 8.17. Force Majeure. Except as provided for herein, no Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, flood, earthquake, hurricane, tornado, epidemic, pandemic, or other catastrophic natural event or act of God.

Section 8.18. Construction, Jurisdiction and Venue. This Agreement shall be construed and governed by the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

Section 8.19. Execution. This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

Section 8.20. Acceptance. If the Grantee and the County agree to the conditions as stated, please execute this Agreement via AdobeSign. This Agreement may be withdrawn if NCDIT has not received the executed Agreement within thirty (30) days from the date of the cover letter from NCDIT to the Grantee and the County accompanying this Agreement and Grantee Exhibits.

IN WITNESSETH WHEREOF, the Parties, intending to be legally bound hereby, have read, signed, and caused this Agreement to be executed.

Connect Holding II LLC

Signature: _____

Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program

Printed Name: _____

Title: _____

Date: _____

Beaufort County

Signature: _____

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Information Technology

Signature: _____

Printed Name: _____ Nathaniel Denny

Title: _____ Deputy Secretary for the Division of Broadband and Digital Equity

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

Agreement # 2000066879

**Growing Rural Economies with Access to Technology Agreement
NCDIT Broadband Infrastructure Office Program**

NC Department of Information Technology

Date:

Exhibit A
NCDIT Disclosures

2 C.F.R. 200.332 Required Disclosures	
Disclosure	Contract Location
(1) Federal award identification.	
Subrecipient name	Section 1.1
Subrecipient's unique entity identifier;	Cover letter; Exhibit B
Federal Award Identification Number (FAIN);	Section 1.4
Federal Award Date of award to the recipient by the Federal agency;	Cover letter;
Subaward Period of Performance Start and End Date;	Sections 1.7 – 1.9
Subaward Budget Period Start and End Date;	Section 2.1; Exhibit B
Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Section 2.2.a.; Exhibit B
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation;	Section 1.4; Exhibit B
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Section 1.4; Exhibit B
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Section 1.3
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Sections 1.1; 8.13
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement;	Section 1.4
Identification of whether the award is R&D; and	No
Indirect cost rate for the Federal award per § 200.414.	Not Applicable
(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award;	Section 1.3
(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;	Sections 2.3/2.4; 5.5; 6.6
(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, the pass-through entity must determine the appropriate rate in collaboration with the subrecipient;	N/A
(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and	Section 5.5

Exhibit A
NCDIT Disclosures

(6) Appropriate terms and conditions concerning closeout of the subaward.	Sections 4.6; 7.4
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09 NCAC 03M .0703 Required Contract Provisions	
Provision	Contract Location
(1) A specification of the purpose of the award, services to be provided, objectives to be achieved, and expected results;	Section 1.3
(2) The source of funds (such as federal or state) must be identified, including the CFDA number and percentages of each source where applicable.	Section 1.4
(3) Account coding information sufficient to provide for tracking of the disbursement through the disbursing agency's accounting system.	Cover Letter; Agreement Header
(4) Agreement to maintain all pertinent records for a period of five years or until all audit exceptions have been resolved, whichever is longer.	Section 2.3/2.4
(5) Names of all parties to the terms of the contract. For the recipient or subrecipient, each contract shall contain the employer/tax identification number, address, contact information, and the recipient's or subrecipient's fiscal year end date.	Sections 1.1; 8.13
(6) Signatures binding all parties to the terms of the contract.	Section 8.19
(7) Duration of the contract, including the effective and termination dates.	Section 1.7
(8) Amount of the contract and schedule of payment(s).	Section 2.2; Exhibit F
(9) Particular duties of the recipient.	Section 2.3/2.4
(10) Required reports and reporting deadlines.	Exhibit D
(11) Provisions for termination by mutual consent with 60 days written notice to the other party, or as otherwise provided by law.	Section 7.3
(12) A provision that the awarding of State financial assistance is subject to allocation and appropriation of funds to the agency for the purposes set forth in the contract.	Sections 2.2; 2.4
(13) Provision that requires reversion of unexpended State financial assistance to the agency upon termination of the contract.	Sections 2.3/2.4; 2.5; 3.4
(14) A provision that requires compliance with the requirements set forth in this Subchapter, including audit oversight by the Office of the State Auditor, access to the accounting records by both the funding entity and the Office of the State Auditor, and availability of audit work papers in the possession of any auditor of any recipient of State funding.	Sections 2.3/2.4; 4.5; 5.1; 5.2; 5.3; 5.5
(15) A clause addressing assignability and subcontracting, including the following:	

Exhibit A
NCDIT Disclosures

(a) The recipient or subrecipient is not relieved of any of the duties and responsibilities of the original contract.	Section 8.11
(b) The subrecipient agrees to abide by the standards contained in this Subchapter and to provide information in its possession that is needed by the recipient to comply with these standards.	Article 6; Section 8.11

Public Records Statement

Pursuant to N.C. General Statutes, Chapter 132, public records and public information compiled by the agencies of North Carolina government or its subdivisions are the property of the people. Therefore, it is the policy of this State that the people may obtain copies of their public records and public information free or at minimal cost unless otherwise specifically provided by law. Except as otherwise designated under N.C.G.S. 132-1.2 (Confidential Information), public records shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions.

Policies

All policies of NCDIT will be made available upon request.

Exhibit B
Scope of Services

Grantee, Connect Holding II, LLC, Application # 1000013847 (Beaufort County), will carry out the terms of this contract as follows:

1. Scope of the Project

The Grantee shall deploy infrastructure to the approved Locations required by this Agreement and, upon completion of construction, shall offer to those Locations the minimum download and upload speeds identified in the Grantee's application as the base speed multiplier. The base speed multiplier chosen by the applicant is the minimum speed made available to all Locations in the Project and must be scalable to 100 Mbps symmetrical by December 31, 2026.

2. Project Budget

The proposed budget attached as page 2 to this Exhibit and the budget information submitted in EBS by the Grantee is incorporated herein by reference and approved by NCDIT. Any changes to the project budget must be made in compliance with Section 2.5 of this Agreement. A change of 10% or more constitutes a Material Change and an Amendment to this Agreement is required. A change of less than 10% constitutes a Project Change and the criteria of Section 2.5.b. must be met, approved, and attached as a supplement to this Exhibit.

Project Expenses	GREAT Award (ARPA)	Matching Amount (ISP Fund)	Total
Easements	\$18,902.00	\$6,098.00	\$25,000.00
Materials	\$1,127,637.40	\$363,807.00	\$1,491,444.40
Construction/Installation	\$2,758,742.40	\$890,045.00	\$3,648,787.40
Testing	\$3,780.20	\$1,220.00	\$5,000.20
Engineering			
Lease/Collocation Fees (one-time fees)			
Other – Permitting/Right-of-Way Costs	\$90,938.00	\$29,339.00	\$120,277.00
Other			
Other			
Total	\$4,000,000.00	\$1,290,509.00	\$5,290,509.00
Match Percentage	85%	15%	100%

3. GREAT Award and Matching Funds

The GREAT Award amount in paragraph 2 above and as stated in Section 2.2 of this Agreement is incorporated herein.

Any third-party match shall not exceed 50% of the Grantee's Match Amount. Such amount shall be set out in Exhibit J or a separate two-party agreement.

Exhibit B
Scope of Services

4. Locations

The Grantee must make broadband service available to all households and businesses approved for this Project. The household and business locations represent address-level locations submitted in the GREAT Grant Program Application and any adjustments due to the protest process or ineligible locations, as required by NCDIT. A data file of locations approved by NCDIT for this Project is reflected within Exhibit I. Broadband deployments must make broadband service available to the total number of locations outlined in the table below.

Households:	1,002
Businesses:	68
Total Locations:	1,070

Exhibit C Project Milestones

Documentation for deliverables should accompany the relevant progress report and other requested documentation, demonstrating the achievement of the milestones for the following Periods:

Milestone	Description
- Initial status of the engineering and design of the project - Initial list of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q1 Progress Report
- Status of the engineering and design of the project - List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q2 Progress Report
Minimum of at least one Reimbursement Request has been submitted	Submission of Reimbursement Request by September 30, 2023
- Evidence of the start of construction - Status of the engineering and design of the project - List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q4 Progress Report
Minimum of two cumulative Reimbursement Requests have been submitted	Submission of Reimbursement Request by June 30, 2024
- Status of the engineering and design of the project - List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment - Access is available to 10% of the locations with submission of addresses in the format designated by the Office	Reported in Q6 Progress Report
- Status of the engineering and design of the project - List and status of agreements, permits, or contractual arrangements that must be acquired or executed in order to construct or deploy infrastructure/equipment	Reported in Q7 Progress Report
- Completion of the Construction Period - Access is available to 100% of the locations with submission of addresses in the format designated by the Office. - Beginning of Maintenance Period	Reported in Q8 Final Report for End of Construction Period
All reimbursement requests have been submitted	Final submission of Reimbursement Request by March 31, 2025
Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)	Reported in Y1 Annual Report
Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)	Reported in Y2 Annual Report
Submittal of an attestation specified in Sections 2.3.a and 2.3.d (2 party) or 2.4.a. and 2.4.d. (3 party)	Reported in Y3 Annual Report

Exhibit D
Reporting Schedule for Progress Reports

The Grantee is required to submit progress reports based on the following schedule:

Reporting Period	Due Date	Report Type
Effective Date to June 30, 2023	7/15/23	Q1 Progress Report
July 1, 2023 to September 30, 2023	10/15/23	Q2 Progress Report
October 1, 2023 to December 31, 2023	1/15/24	Q3 Progress Report
January 1, 2024 to March 31, 2024	4/15/24	Q4 Progress Report
April 1, 2024 to June 30, 2024	7/15/24	Q5 Progress Report
July 1, 2024 to September 30, 2024	10/15/24	Q6 Progress Report
October 1, 2024 to December 31, 2024	1/15/25	Q7 Progress Report
January 1, 2025 to March 31, 2025	4/15/25	Q8 Final Report Form for End of Construction Period
April 1, 2025 to March 31, 2026	4/15/26	Y1 Annual Progress Report (Maintenance Period)
April 1, 2026 to March 31, 2027	4/15/27	Y2 Annual Progress Report (Maintenance Period)
April 1, 2027 to March 31, 2028	4/31/28	Y3 Annual Progress Report (Maintenance Period)

The Grantee shall submit at minimum a quarterly report during the Construction Period, and at minimum an annual report during the Maintenance Period. The schedule above assumes a full two-year construction period. Grantee may move from a quarterly to an annual reporting period prior to the date above, if the construction period of the project is completed early. The final report is due at the time of Project completion or no later than 30 days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

The Grantee shall submit its Conflict of Interest Policy to NCDIT prior to disbursement of the first payment. At any time during these reporting cycles, the Grantee may be required to submit additional information as outlined in Section 2.3.a./2.4.a. (Broadband Access and Speeds), and Section 2.3.c./2.4.a. (Project Milestones and Progress Reports) of this Agreement. The final quarterly progress report documentation is due at the time of the end of the Construction Period or no later than 30 days after the Construction Period end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant.

Exhibit D
Reporting Schedule for Progress Reports

No Overdue Tax Certification Reporting Period and Due Date

The Grantee shall submit, on an annual basis in accordance with the table below, an updated No Overdue Tax Certification for all funds received by NCDIT. A copy of this certification will be kept along with this Grant Agreement by NCDIT and made available for review pursuant to Section 5.5 of this Grant Agreement.

Reporting Period	Due Date
January 1, 2023 to December 31, 2023	1/31/24
January 1, 2024 to December 31, 2024	1/31/25
January 1, 2025 to December 31, 2025	1/31/26
January 1, 2026 to December 31, 2026	1/31/27
January 1, 2027 to December 31, 2027	1/31/28

Failure to submit progress reports and No Overdue Tax Certification as required may result in one more of the following actions:

1. non-payment of payment requests;
2. termination of the grant;
3. immediate repayment of any funds paid pursuant to this Grant Agreement; and
4. negatively impact Grantee's eligibility for future NC Department of Information Technology grants.



Progress Report Template

(Template may be revised based on program needs or risk assessment - For current version see
[GREAT Grant Management Documents \(Federal\)](#) | [ncbroadband.gov](#))

GREAT GRANT PROGRAM

Progress Report Form
for the Construction Period

GRANTEE INFORMATION (to be completed by Grantee)

Grantee Name: _____

Project Contact Completing this Form: _____ Title: _____

Primary Telephone: _____ Email: _____

Reporting Period

From: _____
(date)

To: _____
(date)

Contract Information

Grant Agreement#: _____

Project Title: _____

Project County: _____

Technology Type: _____

UPLOAD PROGRESS REPORTS TO [EBS.NC.GOV](#)

DOWNLOAD - HOW TO SUBMIT PROGRESS REPORTS

PROJECT UPDATES

Please provide progress a description of accomplishments achieved and problems or delay encountered during this reporting period on the categories below.

Design/Engineering:

Provide a *rough* estimate of how much of the design/engineering work has been completed for the total project (including all project areas). (Please check one.) Provide any updates or challenges with the design/engineering work for this project.

- ☐ Less than 25% complete
- ☐ 25-75% complete
- ☐ 75-99.9% complete
- ☐ 100% complete

Securing Assets:

Provide any updates on securing the following relevant items: rights-of-way; easements; other land; access to poles and completion of make-ready work; access to towers. Provide any challenges that may significantly impact your project design. For WISPs, please list the actual macro towers being utilized and whether leases have been secured.

Progress Report Template

(Template may be revised based on program needs or risk assessment - For current version see [GREAT Grant Management Documents \(Federal\)](#) | ncbroadband.gov)

Materials/Supplies:

Provide any updates on materials/supplies being purchased for the project. Provide any anticipated significant challenges or delays these purchases will have on the project.

Staffing/Contractors:

Provide any updates with staffing/labor for the project. Provide any challenges or changes to staffing/labor since the previous reporting period. Provide whether design/engineering and construction labor is primarily in-house or contractors.

Design/Engineering:

- ☐ In-House Staff
- ☐ Contractors
- ☐ Both

Please list names of primary contractors.

Construction/Installation:

- ☐ In-House Staff
- ☐ Contractors
- ☐ Both

Please list names of primary contractors.

Milestones:

Provide the status of any remaining milestone requirements listed in Exhibit C of the Grant Agreement for this reporting period.

Progress Report Template

(Template may be revised based on program needs or risk assessment - For current version see ncbroadband.gov)

Project Expenditures

Provide the total expenditures for all eligible expenditures as defined in Section 2.2.c. of the Grant Agreement for the reporting period and cumulative to date. Provide any justifications for expenditures or cost overruns, as applicable. Attach financial documentation as needed to this report.

Project Expenses	Total Expenditures (Reporting Period)	Total Expenditures (Cumulative – To Date)
Easements		
Materials		
Construction/Installation		
Testing		
Engineering		
Lease/Collocation Fees (one-time fees)		
Other (Specify)		
Justification:		

Provision of Service:

Is service available yet to any GREAT locations (potential subscribers) within this project?

- ☐ Yes
- ☐ No

If yes, please provide estimated numbers below:

	Estimated number of locations
GREAT Households with broadband available:	
GREAT Businesses with broadband available:	
GREAT Ag Operations with broadband available:	
GREAT Community Anchor Institutions with access	

GRANTEES ARE REQUIRED TO REPORT ONLY ON GREAT GRANT LOCATIONS. DO NOT SUBMIT ADDITIONAL LOCATIONS OUTSIDE OF THE CONTRACTED GREAT GRANT AGREEMENT. IF ADDITIONAL LOCATIONS ARE INCLUDED THE REPORT WILL BE RETURNED TO THE GRANTEE.

Completion of Construction Period of project:

Broadband access is considered available if service can be provided to the GREAT location(s) immediately or within ten (10) business days upon request and without cost to the customer other than standard connection fees. Grantees who have completed the Construction Period of the project will be provided the Final Report Form for completion. Upon verification of the Final Report by NCDIT, Grantees will move to the Maintenance Period of the GREAT Grant.

If you have completed the entire Construction Period of this GREAT grant, and made service available to all required GREAT locations, please indicate below:

- ☐ Yes (all construction has been completed and service availability to all locations is complete.)



Progress Report Template

(Template may be revised based on program needs or risk assessment - For current version see [GREAT Grant Management Documents \(Federal\)](#) | ncbroadband.gov)

Broadband Provider (ISP) Certification and Attestation

The undersigned representative of the Grantee certifies that the information in this progress report is true, correct, and complete to the best of the signatory's knowledge and belief. The signatory further certifies:

1. as Authorized Representative, the signatory has been authorized to file this progress report;
2. that the Grantee has substantially complied with or will comply with all federal, state, and local laws, rules, regulations, and ordinances as applicable to this project;
3. that the Grantee certifies the financial and organizational strength regarding the ability to successfully meet the terms of the grant requirements and the ability to meet the potential for repayment of grant funds; and
4. attests that the project area described in Exhibit B of the Grant Agreement is eligible.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Date

TYPED NAME AND TITLE

Exhibit F

Payment Process

NCDIT requires regular reimbursement requests to ensure review of eligible expenditures and verify progress of the project. Reimbursement requests may be submitted on an as-needed basis, but no more than one time per month during the Construction Period, and at minimum must be submitted in accordance with the respective Project Milestone for Reimbursement Requests, as specified in Exhibit C. If Reimbursement Request submissions do not coincide with a Progress Report deadline, NCDIT may request an additional Progress Report (within the quarter), to accompany the Payment Request. With exception to those eligible expenditures incurred in accordance with Section 2.2.e., eligible expenditures may only be incurred during the Construction Period.

Prior to disbursement of the first Reimbursement Request, the Grantee shall submit a copy of its Conflict of Interest Policy.

In order to receive reimbursement funds, the Grantee must submit the following documentation:

1. Payment Request through the NCDIT EBS portal, in accordance with the process outlined in 2.3.e/2.4.e;
2. Copies of eligible expenditure invoices, all invoices shall include:
 - date of invoice,
 - invoice #,
 - description of service or item, and
 - the name of the vendor;
3. Evidence showing invoices have been paid in full. Evidence may include but not limited to a copy of cleared checks or wire transfer receipts issued toward Project expenses;
4. Proof progress reports are in good standing;
5. Any additional documentation requested by NC DIT related to the Project, including but not limited to the following:
 - mapping information,
 - verification of broadband service to the committed locations, and
 - verification that milestones, as defined in Section 2.3.c./2.4.c., have been met.
6. A request for budget changes must be approved prior to submitting a reimbursement request. If a grantee's budget has changed and does not match the Grant Agreement and the budget in the EBS Portal, the reimbursement request will be rejected in the NCDIT.

One final claim may be submitted for reimbursement within 90 days from the end date of the Construction Period. This Payment Request is subject to NCDIT receiving and approving the following documentation:

1. All final invoices and proof of payment for each invoice. All invoices must be for work incurred prior to the end of the Construction Period;
2. The "Final Report Form for the End of Construction Period," detailed in Exhibit C and D; and

Exhibit F
Payment Process

3. Mapping files, in the NCDIT approved format, that identifies all contracted locations having broadband access.

Payments are subject to the availability of funds. NCDIT will use best efforts to issue the funds due to the Grantee within thirty (30) days of approval of the documentation submitted by the Grantee.

Exhibit G
31 C.F.R. PART 21 – Certification Regarding Lobbying

Grantee certifies to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Undersigned shall complete and submit Standard Form-LLL, "Disclosure form to Report Lobbying," in accordance with its instructions. A copy of this form is contained in 31 C.F.R. Pt. 21, App. B.
3. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Authorized Representative

Print Name

Date



GREAT GRANT PROGRAM (FEDERAL)

Growing Rural Economies with Access to Technology Program

Purpose: The purpose of this document is for the awardee to identify and determine the responsibilities of a representative from the company with regards to administering the GREAT Grant Project. This document will establish the appropriate contacts from the awardee, assign responsibility and delegate authority to appropriate staff to ensure compliance with the executed grant agreement.

The Grantee's Project Contacts table can be edited, and additional rows may be added, as needed, by the user. **Please include a copy of a letter on company letterhead by the principal or legal counsel certifying the roles of the representatives listed in the table.**

Definitions

Awardee Name: Legal name of the awardee as indicated in the submitted application

Application #: The application number assigned by the Enterprise Business Service (EBS) online application portal at the time of application submission. You may also reference the application # in the award letter.

Unique Entity Identifier (UEI): Awardees must have an active Unique Entity Identifier. This is required due to the use of federal funds per [2 CFR 200.206 \(link\)](#). At the time of application, the identifier was referred to as the System Award Management (SAM) ID and used the DUNS number as part of the registration process. The SAM.gov transitioned from using DUNS numbers to the UEI on April 4, 2022. If your organization does not have a UEI, please register or update your information at this link: [SAM.gov | Home](#).

Principal: The person that has the authority to enter a legally binding contract with the State of North Carolina.

Legal Counsel: The person that serves as legal counsel on behalf of the company and will review the grant agreement from the NC Department of Information Technology.

Fiscal Representative: The person that will submit claims for reimbursement.

Authorized Representative: The person that is responsible for certifying and submitting progress report documentation.

Construction Manager and/or Engineer: The person that is responsible for questions about the construction of broadband infrastructure.

Authorized User(s) for the EBS on-line portal: The person that has access to the Enterprise Business Services (EBS) on-line portal. Please ensure that the authorized user has a valid



Exhibit H
Key Personnel of the Grantee

[NCID username and password \(register here\)](#). In addition, ensure that the user has received authorization to access the [EBS \(register here\)](#).

Awardee Name: Connect Holding II LLC dba Brightspeed

Application #: 1000013847

Unique Identify Identifier (as registered with SAM.gov) JWYXB1U3ML3

Tax Identification #: 87-3811759

Awardee Fiscal Year End Date: December 31

Responsibility	Full Name, Title	Contact Information Business Name Mailing Address Email Address and Phone
Principal	Pamela Sherwood, Senior Broadband Counsel	Connect Holding II LLC d/b/a Brightspeed PO Box 1330 Fayetteville NC 28302-1330 Pamela.sherwood@brightspeed.com 704-314-2249
Legal Counsel	Pamela Sherwood, Senior Broadband Counsel	Pamela.sherwood@brightspeed.com 704-314-2249
Fiscal Representative	Rich Starr, Dir, Treasury and Cash Management	richard.starr@brightspeed.com 704-8064152
Authorized Representative	Tucker Hickey Sr Mgr, Broadband Infrastructure	Tucker.hickey@brightspeed.com 704-314-2374
Construction Manager and/or Engineer	Darin Wilder Sr Mgr, Local Network Implementation	Darin.wilder@brightspeed.com 980-376-1374
Authorized User(s) for the Enterprise Business Services (EBS) on-line portal	Pamela Sherwood, Senior Broadband Counsel	Pamela.sherwood@brightspeed.com 704-314-2249



Exhibit H
Key Personnel of the Grantee

Reserved for other representatives	Heather Lee Mgr, Broadband Compliance	Heather.lee@brightspeed.com 704-314-2357
Reserved for other representatives		

Exhibit I Mapping Files

The Grantee must make broadband service available to all households and businesses approved for this project. The household and business locations represent address-level locations submitted in the GREAT Grant Program Application and any adjustments due to the protest process or ineligible locations as required by NCDIT.

The data file listing the locations submitted by Grantee and approved by NCDIT for this Project is considered a part of this Grant Agreement and is incorporated into the Agreement by reference. A copy of this data file listing these final locations, as previously agreed upon by the Parties, is being provided to the Grantee as a csv file in a separate email with the following naming structure: (Application number_AWARD_LOCATIONS.csv). The approved and required locations are outlined in the data file, which includes addresses and coordinates from the AddressNC statewide address dataset. The full address field contains the complete address provided by the local county addressing authority. Also provided for each location are decimal degrees coordinates, state plane latitude and longitude, US National Grid Coordinates, and Google Plus Codes that can be used to map the locations in a variety of mapping platforms.

A map of the locations is also included in this Exhibit.

APPLICATION: 1000013847

APPLICANT: Connect Holding II LLC

AWARD COUNTY: BEAUFORT

● Awarded Locations (1070)

Roanoke River
National Wildlife
Refuge

BERTIE

Exhibits I - Mapping File

Plymouth

0 8 16
Miles

WASHINGTON

HYDE

BEAUFORT

PAMLICO

CRAVEN

JONES

New Bern

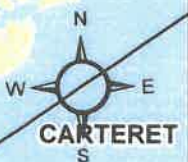


**EXHIBIT J
COUNTY MATCHING FUNDS**

Beaufort County is contributing \$500,000.00 in matching funds to Connect Holding II, LLC d/b/a Brightspeed as part of this Project. Beaufort County is using ARPA Revenue Replacement funds for this match.

The funds will be paid by check to Connect Holding II, LLC d/b/a Brightspeed in full within 30 days after the County receives the final progress report for the Construction Period from the North Carolina Department of Information Technology.

The County and the Grantee will notify NCDIT of any changes to this Exhibit within 30 days of such change(s).

A copy of the County Board resolution approving these payments is attached.

BEAUFORT COUNTY

CONNECT HOLDING II, LLC

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

BEAUFORT COUNTY BOARD OF COMMISSIONERS

COUNTY RESOLUTION # 2022-04-26-02

A RESOLUTION TO PARTNER WITH BRIGHTSPEED TO PROVIDE CERTAIN COUNTY FUNDS FROM THE AMERICAN RESCUE PLAN ACT OF 2021 TO FUND THE CONSTRUCTION OF BROADBAND INFRASTRUCTURE IN CERTAIN AREAS OF BEAUFORT COUNTY

WHEREAS, Broadband service is vital to the economic development of Beaufort County; and

WHEREAS, The American Rescue Plan Act (“ARPA”) provided funding to Beaufort County, which can be used to promote broadband services; and

WHEREAS, Beaufort County has authorized a total ARPA contribution not to exceed \$4,000,000 for promotion of broadband services for any and all potential broadband partnerships; and,

WHEREAS, Brightspeed is a retail provider of communications services including the provision of broadband services to portions of Beaufort County; and

WHEREAS, Brightspeed intends to apply for a grant under the North Carolina Growing Rural Economies with Access to Technology (GREAT) grant program to provide broadband services to identified unserved areas of Beaufort County; and,

WHEREAS, Beaufort County strongly supports the grant application of Brightspeed; and

WHEREAS, if Brightspeed is selected by the North Carolina Broadband Infrastructure Office to receive State Fiscal Recovery Funds for the Beaufort County project, then Beaufort County will contribute a portion of its ARPA funds, up to \$500,000, to support the project based on the total amount awarded by the state; and

WHEREAS, the infrastructure to be completed shall be owned and operated by Brightspeed.

NOW THEREFORE BE IT RESOLVED by the Beaufort County Board of Commissioners that:

1. Beaufort County offers a partnership agreement to Brightspeed for the expressed purpose of supporting Brightspeed’s GREAT grant application to construct fiber-to-the-home broadband services for specified unserved areas of Beaufort County as agreed upon by the County and Brightspeed.
2. Should the GREAT grant application be successfully awarded to Brightspeed, Beaufort County shall contribute their match portion, up to \$500,000, from the County’s ARPA funds to the project.

3. The broadband services and infrastructure related thereto shall be owned and operated by Brightspeed.

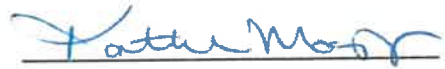
Adopted this 26th day of April, 2022.

Beaufort County Board of Commissioners



Frankie Waters, Chairman of the Board

ATTEST



Katie Mosher, Clerk to the Board



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Discussion

Presenter: Commissioner Hood Richardson

Agenda Title: Controlling Trash Dumping

Summary of Information: Commissioner Richardson would like to hold a discussion on how to control trash dumping in Beaufort County.

Submitter Recommendations/Motions: Discussion.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Discussion
Presenter: Commissioner Hood Richardson
Agenda Title: Discussion on Who Signs Contracts in Beaufort County

Summary of Information: Commissioner Richardson asks, “who signs contracts in Beaufort County”.

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Discussion
Presenter: Commissioner Hood Richardson
Agenda Title: Beaufort County School Discussion

Summary of Information: Commissioner Richardson would like to discuss the following regarding the Beaufort County Schools:

1. Future of Ed tech
2. New Construction of School
3. Revive the NC State Study on School Capacity

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Resolution Opposing Removal of Confederate Memorial in Arlington National Cemetery

Summary of Information: Commissioner Richardson would like the Board to consider adopting the following resolution and to send it to all 99 counties in North Carolina, the North Carolina House and Senate:

A HOUSE AND SENATE RESOLUTION TO MEMORIALIZE THE UNITED STATES CONGRESS TO VOTE AGAINST REMOVAL OF THE CONFEDERATE MEMORIAL AT ARLINGTON NATIONAL CEMETERY.

WHEREAS, the Confederate Memorial at Arlington National Cemetery was erected in 1914; and

WHEREAS, the memorial was designed by Moses Ezekiel, a Jewish Confederate veteran and internationally acclaimed sculptor, who was buried at the base of the statue in 1921; and

WHEREAS, President William McKinley, a former Union soldier, delivered a speech in 1898 urging the United States government to assume responsibility for the care of graves of Confederate dead, and

WHEREAS, President William Howard Taft supported the raising of funds for the memorial by the United Daughters of the Confederacy in 1906, and

WHEREAS, President Woodrow Wilson unveiled the memorial on June 4, 1914, and

WHEREAS, the Commission on Naming of Items of the Department of Defense that Commemorate the Confederate States of America or Any Person Who Served Voluntarily with the Confederate States of America, commonly referred to as "the naming Commission" was created by the United States Congress in 2021, over the veto of President Donald Trump, and

WHEREAS, the Naming Commission recommended removal of the memorial with only the granite base remaining.

NOW THEREFORE, be it resolved by both the North Carolina House and Senate THAT the members of the North Carolina House of Representatives and Senate, by this resolution, memorialize the United States Congress to vote against removal of the Confederate memorial at Arlington National Cemetery.

Submitter Recommendations/Motions: Staff will follow the Boards direction.



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Decision

Presenter: Commissioner Hood Richardson

Agenda Title: Closed Session Request

Summary of Information: Request closed session for Sheriff to present confidential information about narcotics and criminal activity in Beaufort County to the Board of County Commissioners, reference General Statute's 132 and 143.

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:



Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Decision

Presenter: Commissioner Stan Deatherage

Agenda Title: Expand Government Mail Providers

Summary of Information: Commissioner Deatherage would like to discuss expanding government mail providers to offer a choice to employees, especially county commissioners, who wish to use a more effective service.

Submitter Recommendations/Motions: Staff will follow the Boards direction.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Closed Session

Presenter: David Francisco, County Attorney

Agenda Title: Closed Session - Attorney-Client Privilege (NCGS 143-318(a)(3))

Summary of Information: A closed session is requested under the attorney-client privilege exception, NCGS 143-318(a)(3), to consult with an attorney employed by the public body in order to preserve the attorney-client privilege between the attorney and the public body.

Submitter Recommendations/Motions: Approve entering a closed session under the attorney-client privilege exception.

Attachments:

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Beaufort County
Agenda Abstract

Meeting Date: 5/1/2023

Agenda Section: Item for Discussion

Presenter: Katie Mosher, Clerk to the Board

Agenda Title: Commissioners Comments

Summary of Information: During the June 7, 2021, Board of Commissioners meeting it was agreed that each Commissioner would be allowed two (2) minutes to speak at the end of each meeting.

Submitter Recommendations/Motions: N/A

Attachments:

