

State of North Carolina

Minutes

County of Madison

The Madison County Board of Commissioners met in regular session on Tuesday, February 13, 2024, at 7:00 p.m. at the North Carolina Cooperative Extension-Madison County Center located at 258 Carolina Lane, Marshall, North Carolina.

In attendance were Chairman Matt Wechtel, Vice-Chairman Michael Garrison, Commissioner Bill Briggs, Commissioner Jeremy Hensley, Commissioner Alan Wyatt, County Manager Rod Honeycutt, Attorney Donny Laws, and Clerk Mandy Bradley.

The meeting was called to order at 7:00 p.m. by Chairman Wechtel and the Pledge of Allegiance and moment of silence were observed.

Agenda Item 1: Agenda Approval

Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to pull the Rotary Day Proclamation out of the consent agenda and move it down to item number four and we'll shift everything down one at that point. (Attachment 1.1)

Agenda Item 2: Consent Agenda

- a. Tax Refunds and Releases (Attachment 2.1)
- b. Electus Governmental Affairs, Inc Agreement (Attachment 2.2)
- c. North Carolina Department of Information Technology Completing Access to Broadband Grant Agreement Ratification (Attachment 2.3)
- d. Golden LEAF Grant Funding Agreement (Attachment 2.4)
- e. Approval of January 9, 2024 (Regular) Meeting Minutes; January 23, 2024 (Special) Meeting Minutes

Chairman Wechtel read the items contained in the consent agenda into the record.

Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to approve the consent agenda.

Agenda Item 3: Public Comment

Glennis Ponder spoke regarding the Mountain Ridge Protection Ordinance.
Tony Ponder spoke regarding County boards and zoning.
Clayton Honeycutt spoke regarding the Mountain Ridge Protection Ordinance.
(Attachment 3.1)

Agenda Item 4: 2024 Rotary Club Day Proclamation

Chairman Wechtel read the proclamation into record.

Upon motion by Chairman Wechtel and second by Vice-Chairman Garrison, the Board voted unanimously to approve.
(Attachment 4.1)

Agenda Item 5: Public Hearing-Acceptance and Appropriation of Economic Development Funds for Real Property Development

Chairman Wechtel discussed the hearing and Development Services Director Brad Guth addressed the Board regarding the need to hold the hearing at a later date due to budgetary changes.

Agenda Item 6: Kary Ledford, Finance Officer

a. Budget Amendment #8

Ms. Ledford presented and discussed Budget Amendment #8 for consideration of the Board and answered questions from board members.

Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to approve Budget Amendment #8.
(Attachment 6.1)

b. Financial Report

Ms. Ledford presented and discussed the financial report for the month of January 2024 with the Board and answered questions from board members.
(Attachment 6.2)

Agenda Item 7: Rod Honeycutt, County Manager

a. Internal Staff Workgroups Update

County Manager Honeycutt provided updates regarding internal staff workgroups including the Biomass Moratorium Workgroup, Courthouse Committee, Courthouse Advisory Workgroup, Solid Waste Ordinance Review Workgroup, and Budget Workgroup. Information discussed included workgroup functions, processes, members, timelines, and projects completed with discussion being had by the Board and Manager Honeycutt for the aforementioned items as well as community information sessions for the current tax revaluation.

Chairman Wechtel requested the formation of an internal staff Ridgetop Protection Workgroup to consider any necessary changes to the Ridgetop Protection Ordinance with Vice-Chairman Garrison requesting that two (2) members of the Board of Commissioners serve on the group and that input could be requested from outside of county government.

b. County Owned Surplus Property

County Manager Honeycutt presented two bids for consideration of parcel identification number 8749-00-8228.

Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley with counsel being provided by County Attorney Laws, the Board voted unanimously to reject the bids.

c. County Board Appointments

Vacancies of the Board of Adjustment were discussed by County Manager Honeycutt with discussion being had by the Board regarding staggering the seats for appointments with the following actions being taken by the Board:

- Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to reappoint Robert Briggs for a three (3) year term.
- Upon motion by Commissioner Wyatt and second by Vice-Chairman Garrison, the Board voted unanimously to reappoint Hart Barnhill for a two (2) year term.
- Upon motion by Commissioner Hensley and second by Commissioner Wyatt, the Board voted unanimously to appoint Frank Carr for a two (2) year term.
- Upon motion by Commissioner Hensley and second by Chairman Garrison, the Board voted unanimously to appoint Tyler Harwood for a one (1) year term.
- Upon motion by Commissioner Wyatt and second by Commissioner Hensley, the Board voted unanimously to appoint Audra Adams for a one (1) year term.
- Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to appoint Conley Goforth for a three (3) year alternate position.
- Chairman Wechtel discussed the vacancy of a three (3) year alternate position. Upon motion by Commissioner Wyatt and second by Vice-Chairman Garrison, the Board voted unanimously to appoint Ernest Ramsey.

Vacancies for the Board of Health were discussed with the following actions being taken by the Board:

- Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to appoint Dr. Charles Young for a three (3) year term.
- Upon motion by Chairman Wechtel and second by Commissioner Wyatt, the Board voted unanimously to put Larry Peek on as the Engineer representative for the Board of Health.

County Manager Honeycutt discussed vacancies for the Economic Development Board. Discussion was had by the Board with the following actions being taken by the Board:

- Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to reappoint Jonathan Szucs for a three (3) year term.
- Upon motion by Vice-Chairman Garrison and second by Commissioner Wyatt, with discussion being had, the Board voted unanimously to reappoint Chad Bradley to a three (3) year term.

Vacancies for the Juvenile Crime Prevention Council were discussed. Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to table the appointments of the Juvenile Crime Prevention Council.

Discussion was had regarding the Transportation Authority Advisory Board with the following actions being taken by the Board:

- Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to reappoint Connie Harris to the Transportation Authority Board.
- Discussion was had regarding an additional vacancy for the Transportation Authority Advisory Board currently filled by Lawrence Bureson. Upon motion by Chairman Wechtel and second by Commissioner Briggs, the Board voted unanimously to reappoint Mr. Bureson to the Transportation Authority Board as the community member.
- Upon motion by Chairman Wechtel and second by Commissioner Hensley, the Board voted unanimously to reappoint Vicki Eastland to the Transportation Authority Board for a term of two (2) years.
- Discussion was had regarding the Board of Commissioners representative seat for the Transportation Authority Advisory Board. Upon motion by Commissioner Hensley and second by Commissioner Briggs, the Board voted unanimously to appoint Matthew Wechtel as the Commissioner representative on that board.

d. Personnel

County Manager Honeycutt requested consideration of a personnel matter. Discussion was had by Chairman Wechtel regarding the request and the need to amend the agenda to add 7d personnel on behalf of the County Manager with counsel being provided by County Attorney Laws. Upon motion by Vice-Chairman Garrison and second by Commissioner Hensley, the Board voted unanimously to approve.

County Manager Honeycutt requested permission to add a Temporary Part-Time position to Animal Services at a salary of \$14.00 per hour scheduled at twenty (20) hours per week for a period of four (4) months. Upon motion Commissioner Briggs and second by Commissioner Wyatt, the Board voted unanimously to accept the recommendation.

Discussion was had by County Manager Honeycutt.

Agenda Item 8: Adjournment

Upon motion by Commissioner Wyatt and second by Commissioner Briggs, the Board voted unanimously to adjourn at 7:49 p.m.

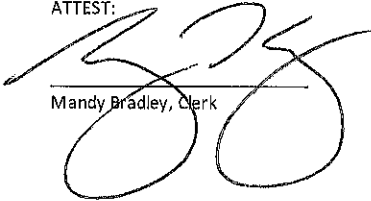
This the 13th day of February 2024.

MADISON COUNTY



Matt Wechtel, Chairman
Board of Commissioners

ATTEST:



Mandy Bradley, Clerk

Madison County Board of Commissioners
Agenda
February 13, 2024

Attachment 1.1

7:00 P.M.

Meeting Called To Order
Pledge of Allegiance
Moment of Silence

1. Agenda Approval
2. Consent Agenda
 - a. Tax Refunds and Releases
 - b. Electus Governmental Affairs, Inc. Agreement
 - c. North Carolina Department of Information Technology Completing Access to Broadband Agreement Ratification
 - d. Golden LEAF Funding Grantee Agreement
 - e. Approval of January 9, 2024 (Regular) Meeting Minutes; January 23, 2024 (Special) Meeting Minutes
3. Public Comment
4. 2024 Rotary Club Day Proclamation
5. Public Hearing-Acceptance and Appropriation of Economic Development Funds for Real Property Development
 - a. Presentation of Proposed Funding and Real Property Development-Brad Guth, Development Services Director
 - b. Public Comment
 - c. Discussion
 - d. Consideration of Approval
6. Kary Ledford, Finance Officer
 - a. Budget Amendment #8
 - b. Financial Report
7. Rod Honeycutt, County Manager
 - a. Internal Staff Workgroups Updates
 - b. County Owned Surplus Property
 - c. County Board Appointments
8. Adjournment

NCPTS V4

TR-304 Bill Release Report

Date run: 2/2/2024 2:46:49 PM
Data as of: 2/1/2024 7:14:07 PM

Report Parameters:

Release Date Start: 1/1/2024 Release Date End: 1/31/2024
Tax District: ALL

Default Sort-By: Bill #, Taxpayer Name, Release Date, Billing Date, Operator ID, Release Amount
Grouping: No Grouping

Bill #	Taxpayer Name	Bill Date	Release Reason	Operator ID (Name)	Release Date	Orig Bill Amount(\$)	Release Amount(\$)	Bill Amount after
0000001459-2023-2021-0000-00-REG	BOSWELL, TRAVIS	3/8/2023	Adjustment	APRIL	1/2/2024	1,244.96	260.00	984.96
0000001459-2023-2022-0000-00-REG	BOSWELL, TRAVIS	3/8/2023	Adjustment	APRIL	1/2/2024	1,176.89	240.00	936.89
0000008387-2023-2023-0000-00-REG	HUNTER, CONNIE K	9/28/2023	Landfill error	DIANA	1/22/2024	545.03	180.00	365.03
0000010513-2018-2018-0000-00-REG	ZIEGLER, LISA	8/15/2018	Duplication	APRIL	1/26/2024	350.33	350.33	0.00
0000012157-2018-2018-0000-00-REG	SCENIC WOLF DEVELOPMENT, LLC	8/15/2018	Assessed In Err	APRIL	1/23/2024	159.70	159.70	0.00
0000012157-2019-2019-0000-00-REG	SCENIC WOLF DEVELOPMENT, LLC	8/28/2019	Assessed In Err	APRIL	1/23/2024	167.55	167.55	0.00
0000012157-2020-2020-0000-00-REG	SCENIC WOLF DEVELOPMENT, LLC	9/21/2020	Assessed In Err	APRIL	1/23/2024	161.22	161.22	0.00
0000012157-2021-2021-0000-00-REG	SCENIC WOLF DEVELOPMENT, LLC	9/15/2021	Assessed In Err	APRIL	1/23/2024	161.22	161.22	0.00
0000012157-2022-2022-0000-00-REG	SCENIC WOLF DEVELOPMENT, LLC	8/21/2022	Assessed In Err	APRIL	1/23/2024	161.22	161.22	0.00
0000018140-2021-2021-0000-00-REG	ACCLIVITY LEGACY HOLDINGS, LLC	9/15/2021	Assessed In Err	APRIL	1/23/2024	597.48	105.41	492.07
0000018141-2021-2021-0000-00-REG	ACCLIVITY LEGACY HOLDINGS, LLC	9/15/2021	Assessed In Err	APRIL	1/23/2024	231.21	231.21	0.00
0000018142-2021-2021-0000-00-REG	ACCLIVITY LEGACY HOLDINGS, LLC	9/15/2021	Assessed In Err	APRIL	1/23/2024	83.41	83.41	0.00
0000018143-2021-2021-0000-00-REG	ACCLIVITY LEGACY HOLDINGS, LLC	9/15/2021	Assessed In Err	APRIL	1/23/2024	80.20	80.20	0.00
0000018144-2021-2021-0000-00-REG	ACCLIVITY LEGACY HOLDINGS, LLC	9/15/2021	Assessed In Err	APRIL	1/23/2024	1,781.71	1,080.00	701.71
0000019496-2023-2023-0000-00-REG	PONDER, MATTHEW	9/28/2023	Landuse change	DIANA	1/18/2024	915.89	66.60	849.29
0000019841-2023-2023-0000-00-REG	LOCKE, BRITNY S	8/15/2014	Duplication	APRIL	1/26/2024	366.87	366.87	0.00
0000338855-2017-2017-0000-00-REG	ZIEGLER, LISA	8/15/2017	Duplication	APRIL	1/26/2024	346.87	346.87	0.00
0000338856-2017-2017-0000-00-REG	ZIEGLER, LISA	8/15/2013	Duplication	APRIL	1/26/2024	366.87	366.87	0.00
0000338857-2010-2010-0000-00-REG	ZIEGLER, LISA	8/15/2010	Duplication	APRIL	1/26/2024	467.82	467.82	0.00
0000338858-2013-2013-0000-00-REG	ZIEGLER, LISA	8/15/2005	Duplication	APRIL	1/26/2024	322.29	322.29	0.00
0000338859-2010-2010-0000-00-REG	ZIEGLER, LISA	8/15/2004	Duplication	APRIL	1/26/2024	322.29	322.29	0.00
0000338860-2005-2005-0000-00-REG	ZIEGLER, LISA	8/15/2016	Duplication	APRIL	1/26/2024	346.87	346.87	0.00
0000338861-2004-2004-0000-00-REG	ZIEGLER, LISA	8/15/2016	Duplication	APRIL	1/26/2024	346.87	346.87	0.00
0000338862-2016-2016-0000-00-REG	ZIEGLER, LISA	8/15/2016	Duplication	APRIL	1/26/2024	346.87	346.87	0.00

Subtotal
Total

11,644.65
11,644.65

Tax Year	Bill Number	Parcel #	Source Type	Adjustment #	Adjustment Reason	Date of Adj.	Refund Recipient Name	Refund Address Line 1	Refund City	Refund State	Refund Zip Code	Jurisdiction	Refund Amount (\$)	Includes Regular Refund	MADISON Payroll Refund (\$)	Interest from Solid Waste Fee	Fire District	Fire Refund (\$)
2021	000001840-2021-0000-00	658168	REI	4449	Assessed In Err	1/23/2024 3:08:02 PM	ENGLISH, DAVILLE	SEND TO TAX OFFICE ATT. APRIL				MADISON	496.83	N	496.83	0.00		0.00
2021	000001840-2021-0000-00	658168	REI	4449	Assessed In Err	1/23/2024 3:08:02 PM	ENGLISH, DAVILLE	SEND TO TAX OFFICE ATT. APRIL				MADISON	5.24	N	0.00	0.00	EBBS	5.24
2021	000001831-2021-0000-00	13546	REI	4447	Blg. correction	1/16/2024 2:26:32 PM	BALDUS, LLC	288 WINDING FALLS TROIL	HOT SPRINGS	NC	28743	MADISON	1,196.32	N	1,196.32	0.00	CHAPEL FD	0.00
2021	000001831-2021-0000-00	13546	REI	4447	Blg. correction	1/16/2024 2:26:32 PM	BALDUS, LLC	288 WINDING FALLS TROIL	HOT SPRINGS	NC	28743	MADISON	95.71	N	0.00	0.00	SPRING CREEK FD	95.71
2023	000001846-2023-0000-00	799	REI	4446	Landfill error	1/18/2024 10:36:38 AM	PONDER, MATTHEW	361 HEATHER DOWN DRIVE	ALEXANDER	NC	28701	MADISON	21.60	N	0.00	0.00		21.60
2023	0000021467-2023-0000-00	22753	REI	4441	Blg. correction	1/6/2024 9:57:25 AM	TOSKO, GREGORY A	112 MOONSHADOW LN	MARSHALL	NC	28753	MADISON	4,746.15	N	4,746.15	0.00		0.00
2023	0000021467-2023-0000-00	22753	REI	4441	Blg. correction	1/6/2024 9:57:25 AM	TOSKO, GREGORY A	112 MOONSHADOW LN	MARSHALL	NC	28753	MADISON	988.23	N	0.00	0.00	WALNUT FD	988.23
Subtotal													7,726.08		6,672.17	0.00		1,993.91

MARY, PELABE
 SEND TO
 SEND TO CHECK
 FOR ORVILLE
 ENGLISH TO
 TAX OFFICE TO
 BE APPLIED TO
 BILLS PENDING
 BILLS

Authorization _____
 Date: 2/2/2024

PROFESSIONAL SERVICES AGREEMENT

GOVERNMENT RELATIONS CONSULTING AND LEGISLATIVE LOBBYING SERVICES PROVIDED BY ELECTUS GOVERNMENTAL AFFAIRS, INC. (EGA)

This Agreement is entered into effective as of February 1, 2024 (the "Effective Date"), by and between Electus Governmental Affairs, Inc. ("EGA" or "Consultant") and Madison County, North Carolina ("Client"). Consultant agrees to provide government relations consulting and legislative lobbying services as described herein ("Services") to Client for the term of this Agreement.

Scope of Association: The Consultant agrees to represent and advise the Client on all matters pertaining to the Client in the Service Area. The consultant will meet with representatives of various governmental entities and represent the Client's interests, including regulatory lobbying, and executive branch interaction. The Consultant shall advise the Client on political and policy matters relating to specific Service Area governmental entities and agencies. The Consultant will provide strategic consulting on deals executed.

Term: This Agreement shall commence on February 1, 2024, and continue through termination as described herein.

Fees: The Compensation to the Consultant is monthly retainer of Two Thousand Five Hundred (\$2,500) to be billed monthly beginning February 1, 2024, through the Term of this Agreement. Payment of invoices is due by the 25th of each month. Invoices will be sent by the 25th of the prior month, with the exception of this month, which will be sent today, February 1, 2024. Payment of invoices must be received in the month that they are due.

Expenses: The Consultant will keep track of all costs, disbursements, and expenses such as travel, Federal Express / UPS, meetings, required annual registrations etc. and submit itemized expenses with each billing statement. While operating under this Contract, the Consultant does not need prior approval up to Five Hundred Dollars (\$500) which may be expended by the Consultant on behalf of the Client, however, no more than Five Hundred Dollars (\$500) shall be incurred without the prior consent of the Client. These expenses will be billed separately from the monthly lobbying retainer.

Compliance: Consultant agrees to comply with all applicable laws, rules and regulations. Consultant represents and warrants to Client that (i) it has obtained all licenses, permits, and/or approvals and has made all required registrations and disclosures necessary for the performance of the Services, (ii) the provision of the Services under this Agreement is not a violation of any such licenses, permits, approvals, registrations or disclosures, and (iii) the provision of Services under this Agreement is not in violation of any applicable law or regulation. Consultant shall ensure compliance with all legally required reports related to the Services provided, unless explicitly prohibited from doing so by applicable law. Consultant shall maintain good standing and compliance with the rules and requirements of the Chapter 120C of the North Carolina General Statutes and any other rules or regulations applicable to the provision of the services described herein.

Confidential Information: Consultant shall preserve in strict confidence any information ("Confidential Information") it obtains from or through the Client in connection with the performance of this Agreement. This obligation of confidence shall not apply to: (i) information that is known to Consultant prior to obtaining it from the Client; (ii) information that is obtained by Consultant from a third party who did not receive it directly or indirectly from the Client; and (iii) information required by subpoena. This provision shall remain in force notwithstanding termination of the Agreement. At the expiration or termination of the Agreement, the Consultant shall, except as required by applicable

law or Client's insurance requirements, upon Client's written request either (i) return to Client all Confidential Information and all copies and notes of such Confidential Information in the possession of the Consultant, or (ii) destroy such Confidential Information and all copies and notes of such information in the possession of the Consultant, and in both cases, the Consultant shall promptly thereafter certify in writing that it has done so.

Contract Termination: This Agreement may be terminated by either party, with or without cause, at any time during the Term upon thirty (30) days' prior written notice to the other party, unless a shorter period is agreed to by both the Consultant and the Client in writing. In the event that the Agreement is terminated, Client will only be responsible for paying the Consultant for Services rendered but not paid for up to the termination date. In the event Client has pre-paid any fees as set forth above, Consultant shall immediately refund on a pro-rata basis such fees from the effective date of such termination or expiration of this Agreement.

Indemnity: Consultant agrees to indemnify and hold harmless the Client and Client's respective officers, directors, employees, accountants, attorneys, agents, affiliates, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, resulting from, arising out of, or related to Consultant's acts, omissions or representations, and/or resulting from, arising out of, or related to any breach of any warranty, representation, covenant, or any other term or condition contained in this Agreement by Consultant.

Limitation on Liability. In no event shall Client or its respective officers, directors, employees or representatives be liable for any consequential, special or indirect damages arising hereunder, even if a party has been advised of the possibility of such claims.

No Public Statements: Consultant agrees to refrain from making any statements to the press, media or general public ("Public Statements"), whether written or oral, on behalf of or concerning the Client, Services, or the subject matter of this Agreement, without the prior approval of the Client. "Public Statements" shall not include private discussions with lobbyists, local elected officials, union leaders, members of the North Carolina General Assembly, government employees and officials and their representatives and consultants, nor testimony to or before the North Carolina General Assembly to the extent given in compliance with the section below.

Pre Approval of Any Testimony or Written Materials: Consultant shall obtain Client's prior approval before giving formal written or oral testimony on Client's behalf or in Consultant's capacity as Client's representative. Any written materials submitted by Consultant on behalf of Client shall be approved in advance by Client.

Independent Contractor: The relationship between Client and Consultant established by this Agreement is that of independent contractor, and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between them. Consultant shall neither act nor make any representation that it is authorized to act as an employee, agent, or officer of Client. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party. Consultant agrees to maintain commercially reasonable data privacy and security safeguards to protect against the unauthorized access, destruction, loss, alteration, or disclosure of the Confidential Information in its possession.

Conflicts of Interest: Consultant has evaluated this engagement for conflicts of interest and Consultant is not presently aware of any conflicts of interest. It is possible that during the Term some of Consultant's present or future clients may have interests, transactions or disputes adverse to Client. Consultant agrees to promptly notify Client upon discovery of any conflicts of interest. In such cases,

Consultant may seek to rectify conflicts between clients, if possible, and may request a waiver in each instance in order to represent another client or prospective client with interests adverse to Client. Client agrees that in each instance where Consultant requests a waiver in order to represent another client or prospective client adverse to Client, Client will provide its grant or denial of such waiver within 5 business days; provided, however, that Client shall have the sole and absolute discretion to grant or deny such waiver.

Entire Agreement. This Agreement is the entire agreement between Consultant and Client with respect to its subject matter, and it supersedes all prior agreements, representations and understandings, whether express or implied and whether oral or written. Any modification to this Agreement must be in writing signed by an officer or authorized representative of each Party.

Severability. All parts of this Agreement, which are found to conflict with any law of the State of North Carolina shall be null and void, without affecting the enforceability of the surviving portions of the Agreement (except any finding that makes null and void the Fees section of this Agreement shall immediately terminate the whole of the Agreement.)

Governing Law. The parties agree that this Agreement will be governed by and construed under the laws of North Carolina without regard to its conflicts of law provisions.

Assignment: Consultant may not assign this Agreement without the prior written consent of Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents as of the Effective Date. This Agreement shall not be binding until it is signed by Client and Consultant.

Electus Governmental Affairs, Inc.

By: _____

Date: _____

Dodie B. Renfer, President

Madison County, North Carolina

By:  _____

Date:  _____

Matt Wechtel, Chairman, Madison Co. Board of Commissioners

**CONTRACT ADDENDUM
FOR CONTRACTS WITH ANY DEPARTMENT OF
MADISON COUNTY GOVERNMENT**

CONTRACTOR: Electing Govt. Affairs
COUNTY DEPARTMENT: Finance
SUBJECT OF CONTRACT: Prof. Svcs. Agreement
DATE/TERM OF CONTRACT: February 13, 2024

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

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

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

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

No waiver of governmental immunity; Violation of law. Except for waiver of governmental immunity resulting from the execution of a valid contract, Madison County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation

of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Madison County.

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

Acceleration Clause. To the extent that any provision of the contract contains any acceleration of clause provision, said clause is deemed void and unenforceable.

Assignment of Rights. Neither party shall sign its rights under this contract without the express written agreement of the other party.

Indemnity, Hold Harmless, Assumption of Risk. To the extent that any provision of the Contract allows for any limitations on the Contractors liability, any waiver in the limits of the County's liability, and/or any hold harmless or indemnification clauses in favor of the Contractor, those provisions are only effective and enforceable in the manner and to the extent provided by NC Law.

Default and Remedies. To the extent that any provision of the Contract addresses default and remedies, then those provisions are stricken in their entirety and are replaced with the following: "County and Contractor, in the event of default, shall have as remedies only those remedies provided by law relative to units of local government in the state of NC."

Compliance with E-Verify requirements. As a condition of payment for services rendered under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor provides the services to the County utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by the County.

For the CONTRACTOR: _____

Title: _____

For MADISON COUNTY  _____

Title: Chair, BOC

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

By: _____
Madison County Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF WAKE

Agreement #2000072582

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

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 **Madison County** (the “County”) (NCDIT and the County are hereinafter collectively referred to as “Grantors”) enter into this grant agreement (“Agreement” or “Contract”) with the **Skyrunner Inc.** (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 Growing Rural Economies with Access to Technology (“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 \$400,000,000 in SFRF funds appropriated to NCDIT by the North Carolina General Assembly for the Completing Access to Broadband (“CAB”) program (Federal Award Identification Number SLFRP0129, Assistance Listing Number 21.027). Both the CAB authorizing statute (N.C.G.S. §143B-1373.1) and the GREAT authorizing statute (N.C.G.S. §143B-1373) allow fund from the CAB program to be used to fund a project applied for but not awarded under the GREAT program. See N.C.G.S. §143B-1373.1(c) and N.C.G.S. §143B-1373(i).

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 Treasury, (including the SFRF Final Rule at 87 Fed. Reg. 4338, Jan. 27, 2022, to be codified at 31

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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 January 11, 2024 (“**Effective Date**”) and shall terminate on January 11, 2029, 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, or supplemented and applied accordingly to this Agreement by NCDIT in its sole

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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 \$1,605,569.25 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 \$283,335.75, 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) \$5,097.05 (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.

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- 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.

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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

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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 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.

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Skyrunner Inc.

Signature: James J Boyd

Printed Name: JJ Boyd

Title: President

Date: 01/31/2024

Madison County

Signature: 

Printed Name: Matthew Wechtel

Title: Chairman, Madison County Board of Commissioners

Date: 01/26/2024

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North Carolina Department of Information Technology

Signature: 

Printed Name: Nathaniel Denny

Title: Deputy Secretary for the Division of Broadband and Digital Equity
NC Department of Information Technology

Date: 02/16/2024

EXHIBIT J
County Matching Funds for the NC Dept of Information Technology's (NCDIT)
Completing Access to Broadband (CAB) Grant Program

Madison County is contributing \$50,000 in matching funds to Skyrunner Internet as part of the CAB Grant Program. Madison County is using ARPA Revenue Replacement funds for this match.

Payment in full will be made after the execution of this Exhibit J and the Three-Party Contract which describes the agreement between the NCDIT, Skyrunner Internet and Madison County Government.

Payment will be made via check from the ARPA funds held by Madison County and specified in the ARPA Grant Project Ordinance.

Skyrunner Internet hereby verifies that these funds will only be used for Eligible Expenditures as provided by Section 2.2 in the Agreement. The County and the Grantee will notify NCDIT of any changes to this Exhibit within 30 days of such change(s).

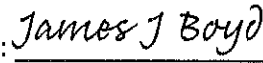
Madison County

Skyrunner Internet

Name: Matthew Wechtel

Name: JJ Boyd

Signature: 

Signature: 

Title: Chairman, Madison County Board of Commissioners

Title: President

Date: 01/26/2024

Date: 01/31/2024

The Golden LEAF Foundation ("Golden LEAF")

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: Madison County Economic Development
2. Number & Title: G-202409-08423 / Madison County Industrial Site
3. Purpose of Grant: This award provides funding to Madison County Economic Development for clearing, grubbing, erosion control, and other site preparation in the Phase I section of the 27.5-acre Madison County Industrial Park. The county anticipates that successful industry recruitment to the site will create approximately 140 jobs with average annual wages of \$44,200, and \$22 million in private capital investment.
4. Amount of Grant: \$1,500,000.00
5. Award Date: 2023-12-07
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 12 months, commencing on the Award Date. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement (this "Agreement") that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Release of funds is contingent on evidence the property has been rezoned so that it is suitable for industrial development.
7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed copy of this Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Golden LEAF's approval of activities and outcomes that will be used to monitor and assess Grantee's implementation of the project. Unless otherwise directed by Golden LEAF, Grantee must submit proposed outcomes and activities for approval within forty-five (45) days of the Award Date.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
 - e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
 - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.
8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state, or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes

within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of the Interested Person's financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflicts of interest policy or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. The Grantee may request that the President of the Foundation approve a conflict of interest policy that varies from the requirements of this section. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.
11. Procurement/Disposition: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee

should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section. If equipment purchased by the Grantee using Golden LEAF funds is no longer needed or used for the project funded, the Grantee may donate the equipment to a North Carolina governmental entity or a North Carolina organization recognized as an organization described under Section 501(c)(3) of the Internal Revenue Code. In making such a donation, the Grantee must comply with statutory or regulatory requirements that apply to the Grantee, must use reasonable efforts to ensure that the equipment is used for purposes consistent with this grant, and must document and retain records evidencing the donation in accordance with the terms and condition of this Agreement.

12. **Project and budget modification:** The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing, which may be a communication sent through Golden LEAF's grants management system to the Grantee.
13. **Use of grant funds/rescission and termination of grants:** The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding, in this Agreement, or in the budget or other forms approved by Golden LEAF shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Agreement and the Grantee's application for funding, this Agreement will control.
14. The Grantee acknowledges receipt of Golden LEAF's policy regarding termination and rescission of grants, which policy is incorporated in this Agreement by reference and is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.
15. **Release of Funds:** Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be

met before any payment will be made. Each request for payment shall be submitted through Golden LEAF's online grants management system in accordance with instruction provided by Golden LEAF, unless otherwise directed by Golden LEAF. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF twice each year, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will submit reports through Golden LEAF's online grants management system following in accordance with instructions provided by Golden LEAF, unless otherwise directed by Golden LEAF. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms and following in accordance with processes prescribed by Golden LEAF.
17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall be maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

- 19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
- 20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, parental status, national origin, genetic information, political affiliation, protected veteran status, or disability, or any other legally protected status, in connection with the activities of a project funded by Golden LEAF.
- 21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: "This project received support from the Golden LEAF Foundation." The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. The Golden LEAF Brand and Publicity Guide can be accessed at www.goldenleaf.org/brand-and-publicity-guide/. For assistance with publicity, including review of all press releases, please contact Golden LEAF staff (news@goldenleaf.org).
- 22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies their authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): Madison County

Signature: [Handwritten Signature]

Name of Person Signing (print): Matt Wechtel

Title of Person Signing (print): Alan, BOC

Date: February 13, 2024



Madison County Commissioners Meeting

Public Comment

February 13, 2024

7:00pm

North Carolina Cooperative Extension-Madison County Center

3 Minute Time Limit

----- Public Comment Sign-In Sheet -----

- | | Name | Signature |
|-----|----------------|-------------|
| 1. | Glenn Ponder | |
| 2. | Tony Ponder | Tony Ponder |
| 3. | Clayton Howard | |
| 4. | | |
| 5. | | |
| 6. | | |
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| 19. | | |
| 20. | | |

Signature

Tony Ponder

[Signature]

STATE OF NORTH CAROLINA

COUNTY OF MADISON

PROCLAMATION

WHEREAS, the ROTARY CLUB OF MADISON COUNTY, chartered on February 6, 2004, with the first club meeting on March 11, 2004, with the principle of "Service Above Self" and has served the Madison County community for 20 years; and

WHEREAS, the ROTARY CLUB OF MADISON COUNTY celebrates this long history of service in our community serving many individuals and many groups who, with this dedication of Rotary has made their lives and our lives richer; and

WHEREAS, the ROTARY CLUB OF MADISON COUNTY, with programs from local to international, fulfills the objective of Rotary, which is to encourage and foster the ideal of service as a basis of worthy enterprise, and, in particular, to encourage and foster:


- First: The opportunity for service.
- Second: High ethical standards in business and professions.
- Third: The application of the ideal of service by every member in their personal, business, and community life.
- Fourth: The advancement of international understanding, good will, and peace; and

WHEREAS, the ROTARY CLUB OF MADISON COUNTY has raised \$390,000 over the past 20 years, directing 89% of that amount back into the community. Two-third of this for Youth Service and the remaining amounts for Community Service, Vocational Service, Environmental Service, and International Service. Some of those funds go to scholarships for students, money for arts and music programs, sponsoring and maintaining the Bird Garden at the Marshall Library; volunteer staffing at the COVID Call Center; providing money for heat and food for those in need and many other programs.

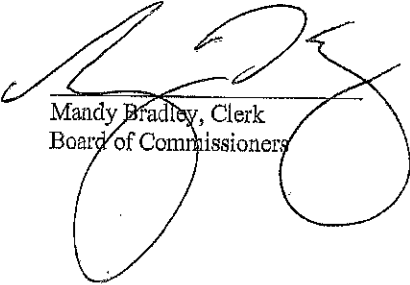
NOW, THEREFORE, BE IT PROCLAIMED, by the Board of County Commissioners, Madison County, North Carolina, the day of March 11, 2024, as ROTARY CLUB OF MADISON COUNTY DAY IN CELEBRATION OF THEIR 20 YEARS OF SERVICE TO THIS COMMUNITY. We extend our deepest appreciation to the ROTARY CLUB OF MADISON COUNTY for efforts in our community and wish them the best while offering our support in moving forward with this grand tradition with applause for their purpose.

This the 13th day of February 2024.

MADISON COUNTY


Matt Wechtel, Chairman
Board of Commissioners

ATTEST:


Mandy Bradley, Clerk
Board of Commissioners

**Madison County
Board of Commissioners**

Attachment 6.1

**Budget Amendment #8
February 13, 2024**

Description	Line Item	Debit	Credit
Library			
Friends of Library	10.3611.4420		\$ 1,255.68
Library Operations	10.6110.5600	\$ 1,293.60	
Children's Programming	10.6110.5801	\$ 662.08	
ERate Reimbursement	10.3611.4445		\$1,439.28
Electronic Resources	10.6110.2500	\$ 739.28	
Recording of donations			
Administration			
Sale of Surplus Property	10.3836.1800		\$ 550.00
Sale of Foreclosed Property	10.3100.8000		\$ 8,830.00
Animal Services			
Donations	10.3438.2000		\$ 21,000.00
Emergency Vet Care	10.4380.6500	\$ 21,000.00	
Donations for Vet Care			
Sales Tax			
1/4 cent sales tax	10.3232.3115		\$ 66,676.69
Education/Schools			
1/4 cent sales tax	10.5911.7200	\$ 66,676.69	
Contingency			
	10.7000.0000	\$ 9,380.00	

We are at 58.31% of the FY24 budget.

Bank balances at January 31, 2024 are as follows:

	Unrestricted	Restricted
General Fund	\$ 9,785,948.38	
Debt Service Fund		\$ 287,975.55
Capital Outlay Fund	\$ 326,415.77	
Capital Management	\$ 17,805,184.16	\$ 1,770,990.03
Occupancy Tax Fund		\$ 78,186.93
Revaluation Fund		\$ 606,196.98
Tourism Development		\$ 2,207,815.54
Automation Fund		\$ 164,933.99
Drug Seizure Fund		\$ 8,720.63
Inmate Trust Fund		\$ 23,869.29
Soil & Water Conservation		\$ 39,575.45
Opioid Settlement		\$ 313,081.57
Courthouse SCIF Grant GPO		\$ 3,247,427.51
Arpa Cash Management Fund	\$ 3,799,036.81	\$ 50,000.00
Total of All Accounts:	\$ 31,716,585.12	\$ 8,798,773.47

New Jail Loan		(Due In February)
School Debt Service		(Due In February)
40-42 Set Aside for Schools	\$ (1,996,152.56)	
Unspent Grant/Restricted Proceeds	\$ (1,471,737.48)	
Adoption Promotion Fund	\$ (89,153.84)	
Encumbered Amounts	\$ (1,482,977.00)	
911 Funds	\$ (101,969.88)	
Goldenleaf Funds	\$ (78,195.00)	
Arpa Funds	\$ (50,000.00)	
Total assigned and restricted Bank Bal	\$ (5,270,185.76)	

	General	Landfill
Unassigned and Unrestricted totals by	\$ 17,647,625.89	\$ (58,060.55)

Attachment 6.2

SUMMARIES:

Percentage of budget at January 31, 2024 is:

General Fund:		YTD	
Revenues	\$ 3,597,515.95	\$ 25,745,449.57	70.15
Expenditures	\$ 2,489,619.83	\$ 17,070,661.91	48.48

General Fund	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 01/23
Revenues to Date:	\$ 3,597,515.95	\$ 25,745,449.57		70.15	\$ 21,939,093.85
Expenditures to Date:	\$ 2,489,619.83	\$ 17,070,661.91	\$ 952,754.00	48.48	\$ 15,142,124.31
Gain/Loss to Date:	\$ 1,107,896.12	\$ 8,674,787.66			\$ 6,796,969.54

Contingency

Landfill	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 01/23
Revenues to Date:	\$ 375,702.01	\$ 2,314,148.83		80.79	\$ 2,471,437.63
Expenditures to Date:	\$ 194,800.77	\$ 1,361,392.03	\$ 530,223.00	47.53	\$ 1,371,553.31
Gain/Loss to Date:	\$ 180,901.24	\$ 952,756.80			

Contingency

911 Emergency Telephone Services	MTD	YTD		% OF BUDGET	Year to Date 01/23
Revenues	\$ 5,472.41	\$ 42,296.43		7.43	\$ 68,503.99
Expenditures	\$ 398,617.55	\$ 441,000.71		77.44	\$ 116,301.99
Gain/Loss	\$ (393,145.14)	\$ (398,704.28)			\$ (47,798.00)

Contingency \$-

GENERAL FUND:				
DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 01/23
Vehicle Tax	\$ 93,499.78	\$ 739,576.73	73.96	\$ 704,284.63
Overages/Underages				
Ad Valorem Tax Interest	\$ 12,029.93	\$ 80,186.91	53.46	\$ 178,884.89
Late Listing Fee	\$ 5,374.88	\$ 14,647.99	97.65	\$ 16,455.94
Legal Fees				
2011 Ad Valorem Tax		\$ 1,466.36	107.19	\$ 2,747.46
2012 Ad Valorem Tax		\$ 1,625.83	121.69	\$ 5,323.03
2013 Ad Valorem Tax		\$ 2,142.69	35.71	\$ 6,039.95
2014 Ad Valorem Tax		\$ 2,924.72	41.78	\$ 7,216.43
2015 Ad Valorem Tax	\$ 20.16	\$ 2,452.25	30.65	\$ 9,597.64
2016 Ad Valorem Tax		\$ 2,886.00	32.07	\$ 13,024.10
2017 Ad Valorem Tax	\$ 188.85	\$ 7,638.75	38.19	\$ 24,924.05
2018 Ad Valorem Tax	\$ 941.35	\$ 7,663.88	30.66	\$ 42,997.70
2019 Ad Valorem Tax	\$ 1,622.56	\$ 12,066.84	40.22	\$ 57,876.57
2020 Ad Valorem Tax	\$ 1,348.94	\$ 16,947.23	33.89	\$ 78,876.13
2021 Ad Valorem Tax	\$ 2,387.49	\$ 39,556.45	39.56	\$ 166,799.99
2022 Ad Valorem Tax	\$ 14,610.59	\$ 108,353.35	54.18	\$ 11,795,797.26
2023 Ad Valorem Tax	\$ 2,004,134.57	\$ 12,008,350.77	94.77	
Collection Fees: Marshall				
Collection Fees: Mars Hill				
Collection Fees: Hot Springs				
Sale of Tax Maps	\$ 15.00	\$ 290.00	96.67	\$ 260.00
Tax Office Copies				
Returned Check				
Refunds/Overpayment of Taxes				
Contra: Returned Check				
Sale of Foreclosed Property	\$ 8,330.00		100.00	\$ 2,777.00
Contra: Foreclosed Property Expenses				
Sales Tax/Video Programming				
Sales Tax	\$ 683,354.93	\$ 3,866,704.23	56.25	\$ 306,448.66
Gas Tax Refund/State				
Payment In Lieu of Taxes		\$ 8,320.00	5.35	\$ 6,141.85
Forest Service Timber Sales				
Clerk of Court	\$ 179.72	\$ 44,554.89	61.88	\$ 37,467.17
Board of Elections		\$ 8,074.76	30.95	
Register of Deeds	\$ 221,788.20	\$ 306,841.05	67.74	\$ 299,838.90
Sheriff's Department	\$ 240,767.62	\$ 1,822,569.34	57.21	\$ 1,065,677.59
Emergency Management	\$ 20,625.00	\$ 20,625.00	100.00	\$ 20,625.00
Inspections	\$ 8,614.96	\$ 197,206.80	64.12	\$ 208,686.95
Animal Control	\$ 21,827.50	\$ 41,710.03	203.46	\$ 6,747.33
Transportation	\$ 4,891.58	\$ 460,738.68	75.73	\$ 271,043.04
Cooperative Extension Service				
Soil & Water Conservation				
Grant Revenues/JCPC/DJJDP	\$ 8,035.00	\$ 674,669.30	39.70	\$ 347,056.32

DEPARTMENT	MTD	YTD	% OF BUDGET	Year to Date 01/23
Health Department	\$ 198,443.32	\$ 1,526,986.95	58.11	\$ 1,284,105.04
Medicaid Hold Harmless Tax		\$ 18,295.20	12.92	\$ 86,912.75
Social Services	\$ 176,497.98	\$ 1,060,966.43	38.71	\$ 957,623.72
AFDC				
Foster Care		\$ 59,256.71	12.24	\$ 50,801.47
Medicaid				
Adoption				
Child Support Enforcement	\$ 8,094.76	\$ 53,719.25	61.75	\$ 36,675.11
In Home Aides	\$ 2,352.25	\$ 12,212.32	15.52	\$ 22,298.42
Beech Glen Center	\$ 960.00	\$ 4,348.00	86.96	\$ 5,559.00
Nutrition	\$ 15,642.11	\$ 107,483.03	60.94	\$ 63,126.30
State Lottery Funds/Education		\$ 123,314.41	69.92	\$ 78,599.04
Library	\$ 12,256.68	\$ 67,785.35	73.58	\$ 135,515.88
Parks & Recreation	\$ 200.00	\$ 1,818.00	15.07	\$ 6,250.00
Interest Earned		\$ 476,021.13	188.94	\$ 196,120.78
Rent of County Property	\$ 4,477.50	\$ 38,642.50	64.30	\$ 26,292.50
Finance/Other	\$ 6,991.84	\$ 12,540.34	62.70	\$ 14,732.76
Miscellaneous Income		\$ 27,466.64	419.87	\$ 72,325.24
Fund Transfer In				
Totals	\$ 3,597,515.95	\$ 25,745,449.57	70.15	\$ 21,939,093.85

GENERAL FUND EXPENDITURES

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 01/23
Governing Body	\$ 4,815.02	\$ 78,209.24		21.58	\$ 82,352.23
Finance Office	\$ 46,062.54	\$ 357,107.72	\$ 6,935.00	38.45	\$ 374,453.57
Tax Collector	\$ 39,249.40	\$ 281,579.61		47.50	\$ 144,724.25
Tax Supervisor	\$ -	\$ -	\$ -	-	\$ -
Land Records	\$ 6,483.81	\$ 48,177.59		47.21	\$ 45,835.78
Professional Services		\$ 16,250.00		25.00	\$ -
Court Facilities	\$ 13,939.40	\$ 21,872.78		66.13	\$ 5,329.90
Board of Elections	\$ 11,934.16	\$ 95,252.31	\$ 5,230.00	26.74	\$ 158,762.27
Register of Deeds	\$ 29,880.81	\$ 232,733.28		64.66	\$ 210,897.75
Register of Deeds- Automation		\$ 11,000.00	\$ 3,495.00	50.00	\$ -
Custodial	\$ 6,108.23	\$ 48,052.31		45.70	\$ 47,856.35
Maintenance	\$ 254,777.90	\$ 623,148.14	\$ 61,201.00	48.88	\$ 353,728.97
Sheriff's Department	\$ 488,357.62	\$ 3,056,732.12	\$ 103,155.00	58.25	\$ 2,404,814.32
Emergency Management	\$ 4,798.28	\$ 34,134.10		26.41	\$ 60,182.10
911 Dispatchers	\$ 83,971.21	\$ 431,423.96	\$ 14,540.00	56.86	\$ 454,461.92
Fire Contract/Forest Service	\$ 8,191.45	\$ 36,888.97		27.55	\$ 40,604.83
Inspections	\$ 38,784.80	\$ 206,145.66		58.60	\$ 206,326.29
Economic Development	\$ 9,490.48	\$ 89,771.18		34.11	\$ 65,123.85
Medical Examiner		\$ 10,000.00		66.67	\$ 4,350.00
Ambulance Service Contract	\$ 142,916.67	\$ 1,000,416.69	\$ 284,167.00	58.08	\$ 1,000,416.69
Animal Control	\$ 28,790.82	\$ 192,326.93	\$ 8,108.00	54.59	\$ 164,349.69
Transportation - Admin	\$ 10,664.22	\$ 71,378.18		51.71	\$ 73,638.14

DEPARTMENT	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 01/23
Transportation - Operating	\$ 50,357.95	\$ 349,738.49		43.06	\$ 260,910.46
Transportation - Capital Outlay		\$ -		-	
Transportation - EDTAP		\$ 261.00			
Planning & Development	\$ 3,003.00	\$ 81,180.57		14.19	\$ 79,397.98
Information Technology	\$ 19,958.44	\$ 158,710.94	\$ 37,158.00	40.21	\$ 169,428.16
Cooperative Extension	\$ 23,369.18	\$ 167,631.65	\$ 7,337.00	48.21	\$ 147,523.75
Soil & Water	\$ 11,456.28	\$ 81,362.99	\$ 6,600.00	49.04	\$ 43,998.87
Health Department	\$ 278,261.52	\$ 2,029,292.74	\$ 258,215.00	52.60	\$ 1,901,466.28
Drug Free Community	\$ 9,733.14	\$ 72,987.24	\$ 8,375.00	52.69	\$ 64,784.04
MHAT	\$ 6,013.85	\$ 38,984.03	\$ 294.00	30.55	
Management Admin.	\$ 4,117.00	\$ 272,061.36		16.40	\$ 239,025.71
Social Services	\$ 190,955.06	\$ 1,349,081.93		39.78	\$ 1,347,037.10
AFDC	\$ 500.00	\$ 500.00		6.25	\$ 1,143.79
Special Assistance	\$ 230.50	\$ 45,389.50		24.92	\$ 47,296.00
State Foster Care	\$ 28,265.40	\$ 78,153.00		22.33	\$ 79,438.18
Foster Care Program	\$ 12,193.11	\$ 53,824.91		15.38	\$ 67,732.24
Medical Assistance Program					
Adoption Assistance	\$ 2,875.00	\$ 92,789.54		34.78	\$ 107,732.44
Crisis Intervention	\$ 66,400.00	\$ 147,569.21		67.68	\$ 111,497.27
Child Support	\$ 9,096.58	\$ 56,990.22	\$ 15,940.00	42.48	\$ 48,637.25
In Home Aides	\$ 6,818.63	\$ 47,866.81		24.57	\$ 65,544.49
Nutrition	\$ 43,625.73	\$ 323,449.21	\$ 4,666.00	49.31	\$ 312,955.04
Education	\$ 419,930.15	\$ 4,107,234.55	\$ 4,666.00	67.13	\$ 3,418,891.23
A-B Technical College	\$ 9,542.00	\$ 66,794.00	\$ 104,962.00	58.34	\$ 66,794.00
Bank Charges	\$ 2,054.26	\$ 13,416.48		67.08	\$ 10,577.04
Library	\$ 53,565.61	\$ 347,842.93	\$ 17,710.00	52.72	\$ 352,288.47
Parks & Recreation	\$ 7,532.93	\$ 132,067.68		40.73	\$ 103,203.42
Debt Services					
Debt Services Interest					
Fund Transfer In/ Landfill & Library					
Fund Transfer Out/Revaluation					
TOTALS	\$ 2,489,619.83	\$ 17,070,661.91	\$ 952,754.00	48.48	\$ 15,142,124.31

LANDFILL FUND

REVENUES	MTD	YTD	% OF BUDGET Year to Date 01/23	
Transfer From Fund Balance				
Landfill Miscellaneous Fees				
Returned Check Fees				
Surplus Property Proceeds				
State Tire Disposal Fee		\$ 12,819.27	71.22	\$ 10,158.00
Local Tire Disposal Fee	\$ 421.50	\$ 2,170.90	144.73	\$ 2,207.63
White Goods Tax		\$ 3,110.72		
Sale of White Goods	\$ 1,222.10	\$ 13,470.30	86.91	\$ 681.00
Household Hazardous Waste		\$ 638.50	45.61	\$ 581.00
Temporary Disposal Cards	\$ 4,165.00	\$ 51,845.00	162.02	\$ 40,661.25
Duplicate Disposal Cards	\$ 490.00	\$ 3,186.35	11.38	\$ 22,111.23
Landfill Disposal Cost Fees	\$ 11,663.27	\$ 74,747.72	59.80	\$ 86,166.99
Landfill Sale of Recyclables	\$ 4,798.48	\$ 36,813.50	96.88	\$ 35,574.24
Nuisance Tires				
Disposal Cards	\$ 351,907.33	\$ 2,075,404.17	81.35	\$ 2,227,721.62
Construction Demolition	\$ 1,034.33	\$ 30,222.11	79.53	\$ 31,467.03
Solid Waste Disposal Distribution		\$ 9,630.21	96.30	\$ 4,518.54
Grant/State				
Electronics Management				
Electronics (County)				
Interest				
Totals	\$ 375,702.01	\$ 2,314,148.83	80.79	\$ 2,471,437.63

EXPENSES:	MTD	YTD	Encumbered	% OF BUDGET	Year to Date 01/23
Landfill	\$ 172,801.40	\$ 1,190,769.75	\$ 510,175.00	46.81	\$ 1,205,904.62
Recycling	19882.76	\$ 153,365.00	\$ 10,006.00	53.28	\$ 149,455.71
Scrap Tires	\$ 2,116.61	\$ 17,257.28	\$ 10,042.00	65.12	\$ 16,192.98
White Goods					
Closure/Post Closure					
Totals	\$ 194,800.77	\$ 1,361,392.03	\$ 530,223.00	47.53	\$ 1,371,553.31