NC DIT | NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY
Broadband Infrastructure Office

COMPLETING ACCESS TO BROADBAND (CAB) PROGRAM
MEMORANDUM OF UNDERSTANDING

I. Purpose

This Memorandum of Understanding (MOU) establishes an agreement and commitment between the North Carolina Department of Information Technology (NCDIT) and Polk County (the County), regarding the transfer of funds from the County to NCDIT as the County's portion of the required financial match for the CAB project identified below.

This MOU is subject to the provisions of all applicable Federal, State and local laws, regulations, policies, and standards.

II. Background

On March 28, 2024, NCDIT posted a County Scope of Work document requesting responses from pre-qualified vendors to build broadband infrastructure and provide broadband service to unserved and underserved locations within the County. NCDIT received proposals in response to the County Scope of Work, and an evaluation team, with members from NCDIT and the County, reviewed the proposals and agreed to award the broadband infrastructure project (CAB Project) to Skyrunner Inc. (Respondent) pursuant to its Application #1000022021. The total cost of this CAB Project is apportioned among NCDIT, the County, and the Respondent according to N.C.G.S. 143B-1373.1(d) or (e) and as set out in Section 3 of the County Scope of Work document.

III. Fiscal Responsibility

Within sixty (60) days of executing this MOU, the County agrees to send its portion of the required financial match in the amount of $811,749.90 to NCDIT to be used for the CAB Project.

NCDIT agrees to use these funds solely for this CAB Project and to designate these funds in an account separate from other NCDIT funds. NCDIT will contribute a financial match to this CAB Project in the amount identified in the contract with the Respondent.

The County shall transfer its portion of the required financial match to NCDIT by mailing a check payable to:

NC Department of Information Technology
Broadband CAB Program
Accounts Receivable (AR)
P.O. Box 17209
Raleigh, NC 27619-7209

Mailings must include a copy of this MOU and reference Broadband CAB Program on the check.

In the event that the CAB Project is terminated and NCDIT seeks the clawback of funds from the Respondent, the County and NCDIT will share pro rata in any money returned by the Respondent. In the event of a cost underrun for the CAB Project, NCDIT will refund the County its pro rata portion of the total project cost.

IV. Source of Funding and Reporting

NCDIT will use American Rescue Plan Act (ARPA) Capital Project Funds for its portion of the project cost. Pursuant to the CAB statute (N.C.G.S. 143b-1373.1), the County must use nonrestricted general funds or ARPA funds for its portion of the CAB Project. If the County is using ARPA funds, it is responsible for its own reporting to U.S. Treasury regarding these funds. Pursuant to the Scope of Work Special Term and Condition No. 1, NCDIT will provide the county with all progress reports, financial reports, audits, technical reports, and reports from site visits within 10 business days of their completion, including supporting documentation. Respondent is a contractor of NCDIT, and the contract between NCDIT and Respondent consists of the Broadband Expansion and Access RFP, the executed County Scope of Work, the Best and Final Offer document, the commitments made by Respondent in its proposal, and any amendments entered into between NCDIT and Respondent. Applicable provisions of 2 C.F.R. 200 and the State and Local Fiscal Recovery Fund Final Rule are included in that contract.

V. Effective Period

This MOU shall remain in full force and effect until the termination of the contract between NCDIT and the Respondent for the CAB Project or until superseded, terminated, cancelled, or revoked by law or by one of the parties herein. This MOU may be amended, if mutually agreed upon, to change the scope and terms of this MOU or as necessary to conform to changes in authorizing legislation. Such changes shall be incorporated as a written amendment to this MOU.

VI. Notice

All notices and information permitted or required to be given by one party to the other and all questions about the MOU from one party to the other shall be addressed and delivered to the person listed below.

For NCDIT: Creecy Johnson, Legal Counsel
North Carolina Department of Information Technology
Division of Broadband and Digital Equity
Post Office Box 17209
Raleigh, North Carolina 27619-7209
Creecy.johnson@nc.gov
(919) 737-5649

For County: (name, title, address, email, telephone)

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_____
_____

VII. Approvals

NCDIT and the County indicate agreement with the terms of this MOU by the signature of their respective authorized officials below. The individuals signing below warrant that they are authorized to execute this MOU and bind their respective entities to its terms.

NC DEPARTMENT OF INFORMATION TECHNOLOGY

_____ _____
Nathaniel Denny, Deputy Secretary Date
Division of Broadband and Digital Equity
NC Department of Information Technology

POLK COUNTY

_____ _____
Signature Date

_____ _____
Printed Name Title