CONTRACT

NORTH CAROLINA
DARE COUNTY

This AGREEMENT made and entered into this 29th day of May, 2014, by and between The Government Education Access Channels Committee, hereinafter referred to as the "COMMITTEE", and the Town of Nags Head, hereinafter referred to as the "ENTITY".

WITNESSETH:

WHEREAS, the ENTITY has requested certain funds from the COMMITTEE to carry out its programs and activities for the Government Channel and/or Education Channel: and

WHEREAS, in response to such request, the COMMITTEE has appropriated the sum of $ 19,724.47 for the period July 1, 2013 through June 30, 2014, to support this purpose; said sum being derived from COMMITTEE funds; and

WHEREAS, it is desirable and necessary to enter into this AGREEMENT in order to set forth the terms and conditions for receiving said funds from the COMMITTEE.

NOW THEREFORE, in consideration of the following, the parties hereto do mutually agree as follows:

1. The ENTITY agrees to use the Local Programming Development Initiative ("LPDI") funds appropriated by the COMMITTEE in the manner and for the purposes as stated on the LPDI Application ("APPLICATION") submitted to the COMMITTEE which is incorporated by reference into this AGREEMENT.

2. In consideration for the performance by the ENTITY of the services outlined on its APPLICATION, the COMMITTEE agrees to pay the ENTITY up to the amount of money authorized by the COMMITTEE for the fiscal period. Payment of such amount shall be made by the COMMITTEE, after execution of this contract and after COMMITTEE receipt of the Financial Reporting Form for LPDI funding received in the previous fiscal year, if applicable.

3. If the ENTITY fails to perform its obligations under this AGREEMENT, or if the ENTITY shall violate any of the provisions of this AGREEMENT, the COMMITTEE shall have the right to terminate this Agreement by giving written notice to the ENTITY of such termination. In such event, all unexpended funds at the time of such termination shall be promptly repaid to the COMMITTEE.

4. The ENTITY shall not assign any interest in this AGREEMENT and shall not transfer any interest in this AGREEMENT without prior written approval of the COMMITTEE.

5. In connection with the performance of this AGREEMENT, the ENTITY shall not discriminate against any employee, applicant for employment, or program participant because of race, religion, color, sex, age, handicap, or national origin.

6. The ENTITY agrees that any and all programming generated by ENTITY conforms to the standards and requirements of the current Interlocal Shared Use Agreement and any and all operating standards, guidelines and requirements of the COMMITTEE and the Gov-Ed Television system.

7. The ENTITY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices and procedures.

8. The ENTITY shall submit to the COMMITTEE, or its designated representative, the Financial Reporting Form - a status report of all program activities including a summary of the accomplishment of stated goals and objectives and showing how COMMITTEE funds were spent. Any APPLICATION will not be reviewed until any outstanding Financial Reporting Forms are submitted.

9. The ENTITY shall provide a financial report detailing expenditure of COMMITTEE funds. The financial report shall be submitted to the COMMITTEE on a quarterly basis after the COMMITTEE funding is initially received. A final financial report must be submitted to COMMITTEE at the end of the project. Further, the COMMITTEE shall be entitled to examine the financial records of the ENTITY at the COMMITTEE's discretion. In the event that the financial report, by the determination of the COMMITTEE, or its designated representative, shows any mismanagement of funds, the COMMITTEE shall have the option to terminate this agreement as provided in paragraph 3 above.

10. Meetings of the ENTITY's Board of Directors, Advisory Board or Governing Board must be open to the public.

11. The COMMITTEE is in no way responsible for the administration and supervision of the ENTITY's officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COMMITTEE.

12. This AGREEMENT may only be amended by written amendments mutually agreed upon by and between the COMMITTEE and ENTITY.

13. All correspondence to COMMITTEE must be sent to the following:

Gov-Ed Television
Attn: Administrator
Dare County Administration Building
954 Marshall C. Collins Drive
P.O. Box 1000
Manteo, NC 27954

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their names by their duly authorized officers, their seals to be hereto affixed the day and year first above written.

ATTEST **COMMITTEE**

COMMITTEE MEMBER

NANCY CAVINESS
PRINTED NAME

COMMITTEE CHAIRPERSON

Sheila F. Davis
PRINTED NAME

ATTEST **ENTITY**

ENTITY REPRESENTATIVE ON COMMITTEE

M. Renee Cahoon
PRINTED NAME

ENTITY OFFICER

Cliff Ogburn
PRINTED NAME

This Agreement has been preaudited in the manner Required by the Local Government Budget and Fiscal Control Act.

Sally DeFosse
Dare County Finance Officer

5/29/14
Date