

## FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement (this “Agreement”) is entered into as of the date last set forth below by and between the Northern Shenandoah Valley Regional Commission (“NSVRC”) and Augusta County, Virginia; Clarke County, Virginia; Fauquier County, Virginia; Frederick County, Virginia; Page County, Virginia; Rappahannock County, Virginia; Rockingham County, Virginia; and Warren County, Virginia (each, a “Participating County,” and, collectively, the “Participating Counties”). NSVRC and the Participating Counties are each a “Party” and are, collectively, the “Parties.”

WHEREAS, the Parties, in coordination with APB Partners Valley, LLC (“APB”) and its affiliates, have collaborated on the development of a regional broadband plan pursuant to which APB will be constructing a last-mile broadband network within the Participating Counties;

WHEREAS, NSVRC and APB are designated by the Participating Counties as the Applicant and Co-Applicant, respectively, for Application ID 86508092021134115 (as amended, modified, and/or supplemented during the application process and by the Contract Negotiation Record, the “VATI Application”) to the Virginia Telecommunications Initiative (“VATI”) program, administered by the Virginia Department of Housing and Community Development (“DHCD”), and the project set forth in the VATI Application (the “VATI Project”) has been awarded \$96,873,500 in grant funding from DHCD (the “VATI Award”);

WHEREAS, as a requirement of the VATI Award, DHCD has required NSVRC to enter into an Agreement with DHCD (the “DHCD Agreement”) which provides, among other things, for the administration of the VATI Project by NSVRC and the repayment of some or all of the VATI Award to DHCD under certain circumstances described therein;

WHEREAS, the DHCD Agreement requires NSVRC to enter into an agreement with APB (the “Grant Agreement”) that requires APB to carry out VATI Project and which obligates APB to repay the VATI Award if so required under the DHCD Agreement;

WHEREAS, the Participating Counties have committed to provide APB with an aggregate of \$62,450,000 in local contributions designated as match for the VATI Project (the “County VATI Match”), as set forth in more detail in Exhibit A; and

WHEREAS, the Participating Counties wish to designate NSVRC to serve as their administrative/fiscal agent and administrator for the VATI Project.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Fiscal Agent. NSVRC will act as fiscal agent for the VATI Project and maintain accurate records of the financial expenditures of the VATI Award and the County VATI Match, including, but not limited to financial reports, monthly funding draws, submission of APB expenditures and invoices to DHCD, and documentation of matching funds. In performing its actions as fiscal agent, NSVRC will meet or exceed such standards as are or may be prescribed by the Governmental Accounting Standards Board.

2. ARPA Obligations. NSVRC and the Participating Counties agree that funding awarded pursuant to the American Rescue Plan Act of 2021 ("ARPA") may be used for the County VATI Match. NSVRC will comply with federal rules and regulations pertaining to ARPA and will provide reporting and documentation to the Participating Counties, in a manner consistent with guidelines provided by DHCD for reporting on ARPA compliance to DHCD, so that the Participating Counties may document compliance with ARPA rules and regulations, or as otherwise required by the United States Department of Treasury Final Rule guidance for ARPA Coronavirus State and Local Fiscal Recovery Funds (SLFRF).

3. VATI Grant Management. NSVRC will provide, in accordance with the terms of the DHCD Agreement and the Grant Agreement, overall grant management of the VATI Project and provide coordination and administration of the VATI Project by working as a liaison between the Participating Counties, APB and DHCD.

4. Construction and Implementation of Broadband Services. NSVRC will oversee APB's construction of the VATI Project in the manner set forth in the VATI Application and the Grant Agreement. All facilities constructed by APB will be owned by APB and the Participating Counties shall have no obligation for ongoing maintenance related thereto.

5. Collection, Invoicing of Expenses and Payment of the County VATI Match.

a. NSVRC will collect each Participating County's share of the County VATI Match from such Participating County as set forth herein. On or before July 1, 2022, each Participating County shall make an initial payment to NSVRC equal to 20% of such Participating County's share of the County VATI Match specified on Exhibit A. On or before October 1, 2022, and on or before the first day of each succeeding calendar quarter thereafter (January 1, April 1, July 1, and October 1), each Participating County shall make a quarterly installment payment to NSVRC equal to 10% of such Participating County's share of the County VATI Match with the ninth and final payment due on or before July 1, 2024. Any Participating County that fails to make

a payment in a timely manner shall be responsible any resulting damages suffered by NSVRC. All payments by the Participating Counties to NSVRC shall be made in the manner specified by NSVRC, which manner of payment may be changed from time to time in NSVRC's sole discretion, provided that NSVRC shall make reasonable efforts to coordinate the manner of such payments to take into account any limitations or procedures required by the Participating Counties.

b. Payments made by NSVRC to APB from the VATI Award and the County VATI Match will be governed by (i) a Grant Administration Agreement between NSVRC and APB, and (ii) an agreement between DHCD and NSVRC relating to the VATI Award and VATI Project. NSVRC expects that the payment procedures established by those agreements will be roughly consistent with those outlined herein. Once work on the VATI Project commences, APB will submit invoices for VATI Project expenses to NSVRC on a monthly basis, which invoices shall provide a breakdown of APB's reimbursable expenses consistent with DHCD guidelines and procedures. APB will submit the invoice for any given month to NSVRC no later than the business day before the date on which NSVRC is required to submit its corresponding monthly report to DHCD. NSVRC will, in turn, submit such invoice to DHCD and request reimbursement for such expenses against the VATI Award, which reimbursement from DHCD shall be payable to NSVRC. With respect to any monthly invoice submission by APB, NSVRC will pay to APB the VATI-reimbursable and Participating County-reimbursable portion of such invoiced expenses within seven calendar days of receiving the VATI-reimbursable portion of the invoice from DHCD. DHCD's determinations concerning the reimbursement of expenses invoiced by APB will be final and binding upon NSVRC and the Participating Counties.

c. Any County VATI Match funds not expended by December 31, 2026, will be returned to the Participating County which contributed such funds unless otherwise agreed in writing between NSVRC and the Participating County.

d. In the event that the VATI Project is fully completed and NSVRC is holding unexpended County VATI Match funds, NSVRC will promptly return such funds to the Participating County which contributed such funds. In the event that County VATI Match funds are repaid to NSVRC pursuant to the repayment provisions of the Grant Agreement, NSVRC will promptly return such County VATI Match funds to the Participating County which contributed such funds unless otherwise agreed in writing between NSVRC and the Participating County.

e. No Participating County shall be required by this Agreement to contribute more than the amount set forth on Exhibit A with respect to such Participating County. In no event shall one Participating County be responsible for any actions of another Participating County, including without limitation contributing funds for any other Participating County that does not contribute funds in accordance with this Agreement.

6. Monthly Reports Regarding the County VATI Match. Within 10 calendar days of the date on which NSVRC makes any payment to APB from the County VATI Match in accordance with Section 4 above, NSVRC will provide each applicable Participating County with a report (a) detailing the APB expenses being reimbursed by NSVRC from the County VATI Match attributable to such Participating County, (b) reporting APB's progress against established project milestones for the VATI Project as approved by DHCD and (c) providing an updated balance of the County VATI Match funds of such Participating County being held by NSVRC.

7. Notices. Any notice under this Agreement will be made to the Parties at their respective addresses set forth below. Any Party may change its address upon 10 days' written notice to the other Party.

Northern Shenandoah Valley Regional Commission  
Attn: Brandon Davis, Executive Director  
400 Kendrick Lane  
Front Royal, Virginia 22630

With a copy by email to [bdavis@nsvregion.org](mailto:bdavis@nsvregion.org).

If to a Participating County, to the address specified on such Participating County's signature page to this Agreement.

8. Miscellaneous.

a. This Agreement is governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the conflict of laws provisions of such Commonwealth.

b. This Agreement shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

c. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

d. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

e. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement. Delivery of an executed counterpart of this Agreement electronically (including by DocuSign or similar electronic


signature software) or by facsimile shall be effective as delivery of an original executed counterpart of this Agreement.

f. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. For the purpose of clarification, this Agreement does not supersede that certain Memorandum of Understanding, effective as of June 30, 2021, by and between Virginia Electric and Power Company dba Dominion Energy Virginia, All Points Broadband Partners, LLC, Shenandoah Valley Electric Cooperative, and the Participating Counties.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Fiscal Agent Agreement as of the date last set forth below.

**AUGUSTA COUNTY, VIRGINIA**

By:   
Name: Timothy K. Fitzgerald  
Its: County Administrator  
Date: 5/24/22

Address:

P.O. Box 590  
Verona VA 24482

APPROVED AS TO FORM:

  
Attorney for Augusta County, Virginia

IN WITNESS WHEREOF, the parties hereto have executed this Fiscal Agent Agreement as of the date last set forth below.

CLARKE COUNTY, VIRGINIA

By: 

Name: Chris Boies

Its: County Administrator

Date: 6-15-22

Address:

101 Chalmers Court, Suite B

Berryville, VA 22611

APPROVED AS TO FORM:

  
Attorney for Clarke County, Virginia

IN WITNESS WHEREOF, the parties hereto have executed this Fiscal Agent Agreement as of the date last set forth below.

**FAUQUIER COUNTY, VIRGINIA**

By: Erin M. Kozanecki  
Name: Erin M. Kozanecki  
Its: Deputy County Administrator

Date: May 11, 2022

Address:

10 Hotel Street

Warrenton, Virginia 20186

APPROVED AS TO FORM:

Kraig Decker  
Attorney for Fauquier County, Virginia



IN WITNESS WHEREOF, the parties hereto have executed this Fiscal Agent Agreement as of the date last set forth below.

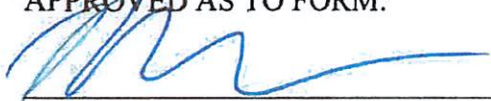
**FREDERICK COUNTY, VIRGINIA**

By: Michael Bollhofer  
Name: Michael Bollhofer  
Its: County Administrator  
Date: 6-13-22

Address:

107 N. Kent St.  
Winchester, VA 22601  
\_\_\_\_\_

APPROVED AS TO FORM:

  
Attorney for Frederick County, Virginia

IN WITNESS WHEREOF, the parties hereto have executed this Fiscal Agent Agreement as of the date last set forth below.

**NORTHERN SHENANDOAH VALLEY REGIONAL COMMISSION**

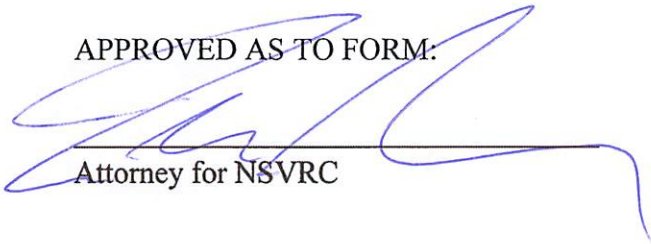
By: Brandon P. Davis

Name: Brandon Davis

Its: Executive Director

Date: 6/28/22

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Attorney for NSVRC

IN WITNESS WHEREOF, the parties hereto have executed this Fiscal Agent Agreement  
as of the date last set forth below.

**PAGE COUNTY, VIRGINIA**

By: Amity Moler

Name: Amity Moler

Its: County Administrator

Date: 6/13/2022

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM:

[Signature]  
Attorney for Page County, Virginia

IN WITNESS WHEREOF, the parties hereto have executed this Fiscal Agent Agreement  
as of the date last set forth below.

**RAPPAHANNOCK COUNTY, VIRGINIA**

By: Debbie P. Danchey  
Name: Debbie P Danchey  
Its: Chair of Board of Supervisors  
Chair of Broadband Authority  
Date: 6/23/22

Address:

P.O. Box 519

Washington, VA 22747

APPROVED AS TO FORM:

Alay, County Attorney  
Attorney for Rappahannock County, Virginia

AE Paulak  
Attorney for Rappahannock County Broadband  
Authority

IN WITNESS WHEREOF, the parties hereto have executed this Fiscal Agent Agreement as of the date last set forth below.

**ROCKINGHAM COUNTY, VIRGINIA**

By: Stephen S. King  
Name: Stephen G. King  
Its: County Administrator  
Date: 6/13/22

Address:

20 East Gay Street  
Harrisonburg VA 22802  
\_\_\_\_\_

APPROVED AS TO FORM:

Th H. Mills  
Attorney for Rockingham County, Virginia

IN WITNESS WHEREOF, the parties hereto have executed this Fiscal Agent Agreement as of the date last set forth below.

**WARREN COUNTY, VIRGINIA**

By: Edwin C. Daley  
Name: Edwin C. Daley  
Its: County Administrator

Date: May 10, 2022

Address:

220 N Commerce Avenue

Suite 100

Front Royal, Virginia 22630

APPROVED AS TO FORM:

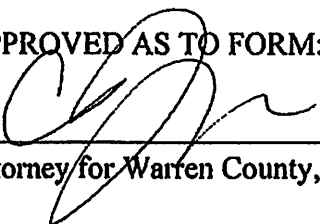
  
Attorney for Warren County, Virginia

EXHIBIT A

County VATI Match  
for each  
Participating County

Participating County	County VATI Match
Augusta County	\$8,400,000
Clarke County	\$5,400,000
Fauquier County	\$10,500,000
Frederick County	\$8,650,000
Page County	\$7,800,000
Rappahannock County	\$5,900,000
Rockingham County	\$8,900,000
Warren County	\$6,900,000
<b>Total</b>	<b>\$62,450,000</b>