

AMENDMENT I TO THE WIDE AREA NETWORK TELECOMMUNICATIONS SERVICE AGREEMENT

This Amendment I (the “Amendment”) to the Wide Area Network Telecommunications Service Agreement, Contract Number: 2007, dated July 1, 2018, in addition to any and all related amendments or addendums (collectively, the “Agreement”) is entered into this ____ day of _____, 20__ (“Amendment Effective Date”), by and between Conterra Ultra Broadband, LLC d/b/a Conterra Broadband Services (“Conterra”) and Warren County School District (“Customer”).

Conterra and Customer agree to amend the Agreement as follows:

1. **Service Term.** Pursuant to Section 9(b)(i) of the Agreement, the parties hereby agree to exercise the first of the three (3) available five-year extension terms to begin on July 1, 2023 and expire on June 30, 2028 (“Extension Term”)
2. **Service Cancellation.** Effective July 1, 2021, Services at the below site will be canceled.

Site Name	Address	City	State	Zip
South Warren Elementary School	216 Shocco Springs Road	Warrenton	NC	27589

3. **Bandwidth/Monthly Service Fee.** Effective July 1, 2023, the applicable bandwidth to the existing eleven (11) sites shall remain 10 Gbps. The new Monthly Service Fee will be \$900 per site.
4. **School/Facility Closure.** The parties acknowledge and agree that if there is a school/facility closing at any of the existing eleven (11) sites, the Customer shall not be responsible for the remaining recurring costs and fees. Notwithstanding the foregoing, if any additional sites are added to the Agreement, Customer shall be responsible for all remaining monthly recurring costs and fees associated with that school or facility for the remainder of the Service Term or any then current Extension Term.
5. The following paragraphs will be added to the Wide Area Network Telecommunications Service Agreement as the new Sections 13-16:

13. Compliance with Applicable Laws.

- a) CONTERRA shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, CONTERRA shall not employ any individuals to provide services to Customer who are not authorized by federal law to work in the United States. CONTERRA represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. CONTERRA shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement. CONTERRA is responsible for providing affordable health care coverage to all of its full-time employees providing services to Customer. The definitions of “affordable coverage” and “full-time employee” are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
- b) CONTERRA acknowledges that CUSTOMER'S data is subject to federal law, including but not limited to the protections of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g. CONTERRA further acknowledges that the administration of surveys to students online is subject to federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. 1232h, and the Children’s Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506. CONTERRA agrees to comply with FERPA, PPRA, and COPPA in all respects in the provision of services under this Agreement.

14. Restricted Companies Lists. CONTERRA represents that as of the date of this Agreement, CONTERRA is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. CONTERRA also represents that as of the date of this Agreement, CONTERRA is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81

15. **Anti-Nepotism.** CONTERRA warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Moore County Board of Education or of any principal or central office staff administrator employed by Customer. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should CONTERRA become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, CONTERRA shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by Customer, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Customer without further financial liability to CONTERRA.
 16. **Lunsford Act.** CONTERRA also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. CONTERRA shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors who will engage in any service on or delivery of goods to Customer property or at a Customer sponsored event ("contractual personnel"), except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For CONTERRA's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. CONTERRA shall provide certification on the Sexual Offender Registry Check Certification Form (Attachment G) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. CONTERRA shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of CONTERRA's execution of this Agreement and prior to performing any services on Customer property. In addition, CONTERRA agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. CONTERRA further agrees to conduct annual registry checks of all contractual personnel who have been designated by CONTERRA to engage in any service on Customer property and provide annual certifications at each anniversary date of this Agreement. CONTERRA shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. CONTERRA agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to Customer upon request. V specifically acknowledges that Customer retains the right to audit these records to ensure compliance with this section at any time in Customer's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of this Agreement. If requested by Customer, CONTERRA shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this Agreement in order to allow Customer to perform a criminal background check on each individual at Customer's expense. CONTERRA further agrees that it has an ongoing obligation to provide Customer with the name of any new contractual personnel who may deliver goods or provide services under this Agreement. Customer reserves the right to prohibit any contractual personnel of CONTERRA from delivering goods or providing services under this Agreement if Customer determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to Customer's operations. Failure to comply with the terms of this provision shall be deemed a material breach of this Agreement.
6. **Attachment A.** Attachment A, attached hereto, is hereby amended and restated.
 7. **Miscellaneous.**
 - a. Except as expressly or by necessary implication modified hereby, the Agreement shall remain in full force and effect as written. This Amendment may be executed in counterparts, all of which, when taken together, shall be deemed one and the same instrument.
 - b. This Amendment embodies the full agreement of the parties concerning the subject matter of this Amendment. Any modification of this Amendment must be in writing and signed by both parties.
 - c. All other terms and conditions of the original Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives effective as of the Amendment Effective Date.

Warren County School District

**Conterra Ultra Broadband, LLC d/b/a
Conterra Broadband Services**

By: _____

By: _____

Name

Name

Title

Title

Date

Date

Attachment A
(amended and restated – Effective July 1, 2023)

Quantity	Product or Service Description	Non-Recurring Charges	Monthly Service Fee (per site)	Total Monthly Service Fees
11	10 Gbps Managed Lit Fiber Service	\$0.00	\$900.00	\$9,900.00

Service Locations				
Site Name	Address	City	State	Zip
Warren County District Office	109 Cousin Lucys Lane	Warrenton	NC	27589
Hawkins Educational Center	427 W Franklin Street	Warrenton	NC	27589
Mariam Boyd Elementary School	203 Cousin Lucys Lane	Warrenton	NC	27589
Northside Elementary School	164 Elementary Avenue	Norlina	NC	27563
Vaughan Elementary School	110 Mat Nelson Road	Vaughan	NC	27586
Warren County Middle School	118 Campus Drive	Warrenton	NC	27589
Warren County High School	149 Campus Drive	Warrenton	NC	27589
Warren County New Tech HS	219 Highway 158 Bypass	Warrenton	NC	27589
Warren County Maintenance	Warren Plains Road	Warrenton	NC	27589
Warren County Early College	210 Ridgeway Street	Warrenton	NC	27589
Warren County Bus Garage	US Hwy 1 South	Norlina	NC	27563