DS
MCA

MASTER BEAD SUBGRANT AGREEMENT (GRANT AGREEMENT)
for the award of
BROADBAND EQUITY, ACCESS, AND DEPLOYMENT (BEAD) FUNDS
between
THE STATE OF INDIANA – INDIANA BROADBAND OFFICE (IBO)
and
CITY OF AUBURN DBA AUBURN ESSENTIAL SERVICES

CONTRACT #0000000000000000000101870

This **Master BEAD Subgrant Agreement** ("Grant Agreement" or "Agreement"), entered into by and between the State of Indiana acting by and through the Indiana Broadband Office (the "State" or "IBO" or "Eligible Entity" or "Grantee") and the City of Auburn DBA Auburn Essential Services (the "Subgrantee" or "Subrecipient" or "Lower Tier Participant"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award subgrants[1] totaling **$21,673.35** (the "Grant" or "Award Funds") to the Subgrantee for eligible costs of the broadband infrastructure project (the "Project" or "Deployment Project") described in each individual **Exhibit and corresponding Appendixes** to this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code IC § 4-4-38.6, the federal Infrastructure Investment and Jobs Act (P.L. 117-58, "IIJA" or "Infrastructure Act"), the BEAD NOFO, 2 CFR Part 200, the General Terms and Conditions for the BEAD Program, and the Department of Commerce Standard Terms and Conditions, as well as any regulations, rules and guidance adopted thereunder. This Grant Agreement is issued as a Fixed Amount Subaward per 2 CFR 200.333 and in accordance with the National Telecommunications and Information Administration's (NTIA) Policy Notice – Tailoring the Application of the Uniform Guidance to the BEAD Program. The funds received by the Subgrantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

Federal Funds - Program Name per Assistance Listings:

CFDA No.:	11.035
TITLE:	Broadband Equity, Access, and Deployment Program
AWARD No.:	18-20-B297; 07/19/2024
FEDERAL AGENCY:	Department of Commerce
STATE:	Indiana Broadband Office

2. Representations and Warranties of the Subgrantee.
A. The Subgrantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate in all material respects. The Subgrantee expressly agrees to promptly

[1] Subgrant and Subaward are used interchangeably throughout this Grant Agreement and has the meaning for Subaward set forth in 2 CFR 200.1.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Subgrantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subgrantee.

3. Implementation of and Reporting on the Project.
A. The Subgrantee shall implement and complete the Project in accordance with each separate **Exhibit** to this Grant Agreement and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Material modification of the Project shall require prior written approval of the State.

B. The Subgrantee shall submit to the State written progress reports until the completion of the Project as detailed in each separate **Exhibit** to this Grant Agreement.

4. Term.
A. Effective Date. This Grant Agreement commences on the date of last signature (Effective Date). Unless terminated earlier in accordance with this Grant Agreement, the parties' respective performances under this Grant Agreement shall commence on the Effective Date and shall expire **four (4) years** from the Effective Date ("Period of Performance"). The primary term of this Grant Agreement shall be from the Effective Date and shall continue until the State accepts the Subgrantee's certification of Project completion (as detailed in **Paragraph 8.F** of each separate Exhibit to this Grant Agreement) evidencing completion of all work in accordance with the terms of each **Exhibit** to the Grant Agreement, unless terminated earlier in accordance with this Grant Agreement.

B. Extension of the Period of Performance.
(1) The Grant Agreement, or any individual Subaward attached as an Exhibit to the Grant Agreement, at the State's reasonable discretion, may be extended beyond the four-year Period of Performance for a period of one year or less under the same terms specified in this Grant Agreement if: (1) the Subgrantee has a specific plan for use of the grant funds, with project completion expected by a specific date not more than a year after the four-year deadline; (2) the construction project is underway; or (3) extenuating circumstances require an extension of time to allow the project to be completed. An extension shall be only by written instrument signed by both the State and the Subgrantee and attached hereto as an amendment.
(2) The Subgrantee must submit an extension request in writing to the IBO no later than ninety (90) days before the expiration of the Period of Performance and provide documentation about the qualifying circumstance that warrants the extension.

5. Grant Funding.
A. The State shall fund the subgrants in the amount listed in **Paragraph 1(vii)** of each **Exhibit** to this Grant Agreement. The approved Project Budget for each subgrant is set forth in **Appendix C** of each Subaward attached to this Grant Agreement as an Exhibit to this Grant Agreement, attached hereto and incorporated herein. Project costs funded by this Grant Agreement and those budgeted to be funded by any local and/or private share shall not be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Subgrantee shall not be made before all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims; Permissible Costs.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Subgrantee in writing unless a specific waiver has been obtained from the Indiana State Comptroller. The Subgrantee may change its financial institution or accounts upon ninety (90) days written notice to the State.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State and addressing the information required in the applicable **Exhibit** to this Grant Agreement.

C. [Reserved]

D. All final claims for payment and reports must be submitted to the State within **90 calendar days** after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the reasonable discretion of the State, be denied.

E. Claims must be submitted with accompanying supportive documentation as designated by the State and consistent with the applicable **Exhibit** to this Grant Agreement. Claims submitted without supportive documentation will be returned to the Subgrantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. The closeout of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review.

G. Payment of claims for allowable costs.

(1) Allowable Costs. The Subgrantee shall use Federal Award funds and any non-federal cost share committed to an Award to pay for allowable costs under the BEAD Program. Allowable costs are those that are reasonable, necessary, allocable, and allowable for the proposed project or other eligible activity and conform to generally accepted accounting principles. While the Federal cost principles do not apply to allowable costs for BEAD Program reimbursement, the State has looked to those principles in establishing the disbursement milestones set forth in each **Exhibit** to this Grant Agreement.

(2) Non-allowable costs are those specifically prohibited under the BEAD Program and costs that are not reasonable, necessary, allocable, nor allowable for the proposed project or other eligible activity. If the Subgrantee is found to have used grant or matching funds on a prohibited cost, the State or the Assistant Secretary of Commerce for Communications and Information ("Assistant Secretary") may take remedial action, including but not limited to deobligation or clawback of funding.

(a) The following costs are specifically identified as prohibited under the BEAD Program:

(i) Prohibition on Use of Grant Funds for Covered Communications Equipment or Services under the Secure and Trusted Communications Networks Act. The Subgrantee (including contractors and subcontractors of subgrantees) may not use grant funds received under the BEAD Program to purchase or support any covered communications equipment or service (as defined in Section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. § 1608)).

(ii) Prohibition on Profit and Fees. A profit, fee, or other incremental charge above actual cost incurred by the Subgrantee is not an allowable cost under this Program.

(iii) Prohibition on Use of Grant Funds to Support or Oppose Collective Bargaining. The Subgrantee may not use grant funds, whether directly or indirectly, to support or oppose collective bargaining.

(b) Ineligible or non-allowable costs include but are not limited to the following:

(i) Personal expenses of employees, executives, board members, and contractors, and family members thereof, or any other individuals affiliated with the Subgrantee, including

but not limited to personal expenses for housing, such as rent or mortgages, vehicles for personal use and personal travel, including transportation, lodging and meals;
(ii) Gifts to employees; housing allowances or other forms of mortgage or rent assistance for employees except that a reasonable amount of assistance shall be allowed for work-related temporary or seasonal lodging; cafeterias and dining facilities; food and beverage except that a reasonable amount shall be allowed for work-related travel; entertainment;
(iii) Expenses associated with: tangible property not logically related or necessary to the broadband infrastructure project or authorized non-deployment use; corporate aircraft, watercraft, and other motor vehicles designed for off-road use except insofar as necessary or reasonable to access portions of the project area not readily accessible by motor vehicles travelling on roads; tangible property used for entertainment purposes; consumer electronics used for personal use; kitchen appliances except as part of work-related temporary or seasonal lodging assistance; artwork and other objects which possess aesthetic value;
(iv) Political contributions; charitable donations; scholarships; membership fees and dues in clubs and organizations; sponsorships or conferences or community events not logically related or necessary for the intended use of the subgrant; nonproduct-related corporate image advertising; and
(v) Penalties or fines for statutory or regulatory violations; penalties or fees for any late payments on debt, loans, or other payments.

(3) Funds committed to each Subaward may only be used to cover allowable costs incurred during the period of performance, except for reasonable pre-award expenses[2] per 2 CFR 200.458[3], and for allowable closeout costs incurred during the grant closeout process.

7. Project Monitoring by the State. If deemed necessary by the State and upon advance written notice, the State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring procedures and requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on a Subaward. The Subgrantee shall extend its full cooperation and give reasonable access to the Project site and to Project-related documentation to the State or its authorized designees for the purpose of determining, among other things:

A. Whether Project activities are consistent with those set forth in each separate **Exhibit** to this Grant Agreement, the Grant Application, and the terms and conditions of the Grant Agreement;

B. The actual expenditure of federal, state, local and/or private funds expended to date on the Project is consistent with the Budget as set forth in **Appendix C** of each Subaward attached to this Grant Agreement as an Exhibit and that unpaid costs have been properly accrued;

C. That Subgrantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

[2] Written approval by the State will be required for subgrantees before incurring pre-subgrant costs, including pre-subgrant costs associated with equipment and materials, right of way and pole attachments, and environmental review. Pre-subgrant expenses should be clearly identified in the Budget attached to each Exhibit to the Grant Agreement.

[3] Pre-award costs are those incurred before the start date of the subgrant directly pursuant to the negotiation and in anticipation of the subgrant where such costs are necessary for efficient and timely performance of the project. These costs are allowable only to the extent that they would have been allowed if incurred after the start date of the subgrant and only with the written approval of the State.

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.
A. The Subgrantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, financial statements, accounting records and other documents relating to the Project available at all reasonable times to the State and auditors during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. The Federal agency or State's rights of access are not limited to the required retention period of this Section but last as long as the records are retained. Copies shall be furnished to the State at no cost.

B. Because the Subgrantee is a "subrecipient" of federal grant funds under 2 CFR 200.331, the Subgrantee shall arrange for a financial and compliance audit that complies with 2 CFR 200.500 *et seq*. if required by applicable provisions of 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).The Subgrantee shall submit a copy of the results of the audit under 2 CFR 200.500 to the State within the same timelines as the submission to the federal government.

C. If the Subgrantee is an entity that is not subject to Subpart F of 2 CFR Part 200 (e.g., commercial entities), the Subgrantee shall:

(1) file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this Section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf. Guidelines for filing the annual report are included in **Attachment B** (Guidelines for Non-governmental Entities);

(2) in the case where it expends $1,000,000 or more in grant funds during its fiscal year, submit to the National Institute of Standards and Technology (NIST) Grants Officer either (i) a financial related audit of each Department of Commerce (DOC) award or Subaward in accordance with Generally Accepted Government Auditing Standards; or (ii) a program-specific audit for each award or Subaward in accordance with the requirements contained in 2 CFR 200.507; or (iii) to the extent permitted by applicable guidance and BEAD Program rules, annual audited financial statements prepared by an independent Certified Public Accountant ("CPA") prepared in the ordinary course of business;

(3) submit a copy of the Form E-1 annual financial report from this Subsection 8.C.(1) and the results of the audit from this Subsection 8.C.(2) to the State within thirty (30) days of submission; and

(4) submit to an audit of the Grant upon request from the State.

D. The Subgrantee shall promptly submit to the State a copy of any final audit report of an audit performed on Subgrantee's records that related to or affects this Grant, Agreement or the Work, whether the audit is conducted by the Subgrantee or a third party.

9. Compliance with Laws.
A. With the exception of IC § 5-22, the Subgrantee shall comply, in all material respects, with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Subgrantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Subgrantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq*., IC § 4-2-7, *et seq*. and the regulations promulgated thereunder. **If the Subgrantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special**

state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Subgrantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement. If the Subgrantee is not familiar with these ethical requirements, the Subgrantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Subgrantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Subgrantee. In addition, the Subgrantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Subgrantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Subgrantee agrees that any payments currently due to the State may be withheld from payments due to the Subgrantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Subgrantee is current in its payments and has submitted proof of such payment to the State.

D. The Subgrantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Subgrantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Subgrantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Subgrantee, the Subgrantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest.

E. The Subgrantee warrants that the Subgrantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply in all material respects with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Material repeated failure to do so may be deemed a material breach of this Grant Agreement and grounds for termination in accordance with this Agreement and denial of grant opportunities with the State.

F. The Subgrantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7, and to the extent this Agreement requires state expenditures:

(1) The Subgrantee and any principals of the Subgrantee certify that:

(a) the Subgrantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(b) the Subgrantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The Subgrantee and any principals of the Subgrantee certify that an affiliate or principal of the Subgrantee and any agent acting on behalf of the Subgrantee or on behalf of an affiliate or principal of the Subgrantee, except for de minimis and nonsystematic violations,

(a) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(b) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

10. Debarment and Suspension.

A. The Subgrantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in covered transactions or entering into this Grant by any federal department or agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subgrantee.

B. The Subgrantee certifies that it has verified, or will verify, the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subgrantee shall immediately notify the State in writing: (1) if at any time the Subgrantee learns that its certification was erroneous when submitted, or (2) if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

C. The certification in this Section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Subgrantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

D. BEAD Specific Debarment Certifications. The Subgrantee further provides the certification set out below and shall comply with the requirements of 2 CFR Parts 180, 1200 and 1326.

(1) The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180, 1200 and 1326. The Subgrantee may contact the person in Section 18 of this Grant Agreement for assistance in obtaining a copy of those regulations.

(2) The Subgrantee agrees by entering this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(3) The Subgrantee further agrees by entering this Grant Agreement that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

(a) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov).

(b) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

(c) Except for transactions authorized under subsection D(2) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

11. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Subgrantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Subgrantee will give written notice to the State within ten (10) days after receiving actual notice that the Subgrantee, or an employee of the Subgrantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above sections, if the total amount set forth in this Grant Agreement is in excess of $25,000.00, the Subgrantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subgrantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Subgrantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subsection (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Subgrantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subsections (A) through (E) above.

12. Employment Eligibility Verification.
As a condition precedent to entering this Grant Agreement, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Subgrantee swears or affirms under the penalties of perjury that the Subgrantee has not knowingly employed, and will not knowingly employ, an unauthorized alien. Subgrantee further affirms that:

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

A. The Subgrantee has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Subgrantee is not required to participate should the E-Verify program cease to exist. Additionally, the Subgrantee is not required to participate if the Subgrantee is self-employed and does not employ any employees.

B. The Subgrantee has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Subgrantee has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Subgrantee subsequently learned or learns is an unauthorized alien.

C. The Subgrantee has required and shall require his/her/its subcontractors, who perform work under this Grant Agreement, to certify to the Subgrantee that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Subgrantee agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this grant agreement for default if the Subgrantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

13. Termination upon Lack of Funding.
A. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

B. If the Grant Agreement is cancelled under this Section, (1) the Subgrantee shall remain responsible for compliance with the requirements in 2 CFR 200.344 (Closeout) and 2 CFR 200.345 (Post-Closeout Adjustments and Continuing Responsibilities), and (2) the Subgrantee shall be entitled to retain ownership of the Project assets, subject to the conditions in 2 CFR 200.311, 200.313, and 200.314.

14. Governing Law. This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana or, if applicable, in the venue specified in 47 USC §1702(n).

15. Information Technology Accessibility Standards. Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended.

16. Insurance. The Subgrantee shall maintain insurance with coverages and in such amount as required by the State in **Paragraph 11** of each **Exhibit** to this Grant Agreement.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act:

A. The Subgrantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant Agreement with respect to the hire, tenure, terms, conditions or

privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Subgrantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subsection may be regarded as a material breach of this Grant Agreement, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this section shall be construed to imply or establish an employment relationship between the State and any applicant, subcontractor or employee of the Subgrantee.

B. Subgrantee covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Subgrantee's workforce. The Parties agree that a breach of this subsection is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this section shall be construed to imply or establish an employment relationship between the State and any applicant, subcontractor or employee of the Subgrantee.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Megan Minor, Chief Broadband Officer
Indiana Broadband Office, IGC-South
302 W. Washington Street, Suite E-203
Indianapolis, IN 46204
E-mail: MeMinor@iot.in.gov

B. Notices to the Subgrantee shall be sent to:

City of Auburn d/b/a Auburn Essential Services
Attn: Susan Geyer, General Manager
210 S. Cedar St., 3rd Floor
PO Box 506
Auburn, IN 46706
Email: skgeyer@ci.auburn.in.us

As required by IC § 4-13-2-14.8, payments to the Subgrantee shall be made via electronic funds transfer in accordance with instructions filed by the Subgrantee with the Indiana State Comptroller.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order:

(1) requirements imposed by the Infrastructure Investment and Jobs Act of 2021, Division F, Title I, Section 60101 ("IIJA" - codified at 47 USC § 1702 *et seq.*)[4] and applicable federal or state law, including those identified in this Section 24, below,
(2) the Specific Award Conditions ("SAC") incorporated into the State's BEAD Award[5] ("BEAD Award"),
(3) the General Terms and Conditions for the BEAD Program[6],

[4] At https://uscode.house.gov/view.xhtml?req=(title:47%20section:1702%20edition:prelim)
[5] At https://www.in.gov/indianabroadband/files/IBO-BEAD-Specific-Award-Conditions-SAC.pdf

(4) the BEAD Restructuring Policy Notice of June 2025 ("RPN")[7],
(5) the BEAD NOFO[8],
(6) the Department of Commerce Standard Terms and Conditions (dated September 22, 2025)[9] ("DOC ST&C"),
(7) the Uniform Guidance Policy Notice[10],
(8) the Uniform Guidance for Federal Awards - 2 CFR Part 200[11],
(9) all policies set forth in all applicable Federal Executive Orders[12] currently in legal force and effect, including those issued on or after January 20, 2025, as well as Federal Executive Orders that may be issued after the effective date of this Grant Agreement,
(10) all other NTIA BEAD Policy Notices[13],
(11) all other NTIA Guidance and Resources[14] in the BEAD Technical Assistance Hub,
(12) the latest version of NTIA's BEAD FAQs[15],
(13) this Grant Agreement,
(14) Exhibits, Attachments and Appendixes, attached to this Grant Agreement,
(15) Indiana's Approved Initial Proposal (Volumes 1 and 2) and Final Proposal, and
(16) the Grant Application.

All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Subgrantee acknowledges that the State will not treat this Grant Agreement as containing confidential information, and the State will post this Grant Agreement on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant Agreement shall not be considered an act of the State.

21. Termination for Cause; Remedies for Breach. Upon the Subgrantee's material breach of this Grant Agreement, the State shall provide written notice to the Subgrantee providing thirty (30) days to cure the breach or commence a cure for the breach if such breach cannot be cured within thirty (30) days. If the breach is not cured within that time period but Subgrantee has made progress towards curing the material breach, then the cure period shall be extended to a date to which the Parties mutually agree. If the breach is not cured within the extended cure period, then the State may impose reasonable and appropriate conditions, including but not limited to additional reporting, more frequent performance testing and withholding of a portion of the payments. Thereafter, if the Subgrantee has not cured the material breach by the extended cure date and the conditions have not cured the breach within the time period established by the Parties, the State may terminate this Grant Agreement in whole or in part.

A. Failure to complete the Project and expend Federal, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Subgrantee's participation in State grant programs until such time as all material breaches are cured to the State's reasonable satisfaction.

---

[6] At https://broadbandusa.ntia.gov/sites/default/files/2026-02/BEAD_GTCs_Nov_18_2025.pdf
[7] At https://www.ntia.gov/sites/default/files/2025-06/bead-restructuring-policy-notice.pdf
[8] At https://broadbandusa.ntia.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf
[9] At https://www.commerce.gov/sites/default/files/2025-09/DOC%20Financial%20Assistance%20General%20Terms%20and%20Conditions%20as%20of%2022%20September%202025%20vF.pdf
[10] At https://broadbandusa.ntia.gov/sites/default/files/2023-12/BEAD_Policy_Notice_of_Uniform_Guidance_Part_200_Exceptions_Related_Issues.pdf
[11] At https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1
[12] At https://www.federalregister.gov/presidential-documents/executive-orders
[13] At https://broadbandusa.ntia.gov/waivers-policies
[14] At https://broadbandusa.ntia.gov/technical-assistance-hub
[15] At https://broadbandusa.ntia.gov/technical-assistance/BEAD_FAQs

B. The expenditure of federal funds other than in conformance with the Project or the Budget may be deemed a material breach. The Subgrantee explicitly covenants that it shall promptly repay to the State all Award Funds not spent in conformance with this Grant Agreement.

C. Remedies. Remedies for material breach will be handled consistent with the authorities set forth in this Section 21. When a determination or decision regarding remedies for material breach is to be made, the State shall make such determination by exercising good faith and reasonable discretion.

(1) General Authority. The State may enforce applicable rules, laws and the terms and conditions of this Grant Agreement by imposing penalties for breach, failure to meet statutory obligations, or wasteful, fraudulent, or abusive expenditure of grant funds, as set forth in this Section 21. Such penalties may include, but for the avoidance of doubt are limited to: imposition of additional award conditions as described in 2 CFR 200.208, payment suspension, award suspension, grant termination, de-obligation/clawback of funds, and debarment of organizations and/or personnel.

(2) The State may impose additional award conditions, as described in 2 CFR 200.208, on the Subgrantee as a remedy pursuant to this Section 21. If such additional award conditions are imposed and the Subgrantee fails to cure its breach, then the State may take one or more of the following actions:

(a) Temporarily withhold payments until the Subgrantee takes corrective action.
(b) Disallow Grant payments for all or part of the activity associated with the Subgrantee's noncompliance.
(c) Suspend or terminate the Grant Agreement in part or in its entirety.
(d) Recommend suspension or debarment proceedings be initiated by the Department of Commerce.
(e) Withhold further Award Funds for the Project.
(f) Pursue other legally available remedies.

(3) Clawback. Full or partial forfeiture or recoupment of funds previously disbursed may be sought, on a proportional basis, for cause where the Subgrantee has:

(a) Failed to take corrective action or timely cure any material breach after being duly notified by the State,
(b) Failed to comply in material respects with the BEAD Program's specifications[16] set forth herein,
(c) Failed to deploy network infrastructure in accordance with the terms of this Grant Agreement and within the mandated deadlines,
(d) Failed to use grant funds for the agreed upon purpose,
(e) Used grant funds on the prohibited costs listed in Section 6.G(2) of this Grant Agreement or
(f) Demonstrated misfeasance or malfeasance in the use of such funds.

(4) Termination. In the event of breach or Noncompliance[17], the Grant Agreement may be terminated by the State, in part or in its entirety, if the Subgrantee fails to comply with the terms and conditions of the BEAD Award (subject to the notice and cure provision set forth above).

(5) NTIA[18] Right to Pursue Clawback. The Parties acknowledge that NTIA may pursue claw back of funds directly from the State if the State fails to ensure Subgrantee accountability as required by applicable law. To the extent NTIA successfully pursues the remedy of a claw back from the State on these grounds and the amount of such claw back exceeds any unpaid Award Funds, the Subgrantee shall reimburse the State in an amount equal to the claw back.

[16] In addition to the BEAD Program's specifications listed in this Master BEAD Subgrant Agreement, see Attachments A & C, all Exhibits to this Grant Agreement, and the Federal BEAD Requirements listed in Paragraph 1 of Attachment A.
[17] Per 2 CFR 200.339, noncompliance means a failure to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the BEAD Award.
[18] The National Telecommunications and Information Administration, U.S. Department of Commerce.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

D. If the Grant Agreement is terminated in part or its entirety under this Section, the Subgrantee shall remain responsible for compliance with the requirements in 2 CFR 200.344 (Closeout) and 2 CFR 200.345 (Post-Closeout Adjustments and Continuing Responsibilities).

22. Termination for Convenience. This Grant Agreement may be terminated in whole or in part with the consent of the Subgrantee and both Parties shall agree upon the termination conditions.

23. Post-Award Changes. Subject to the receipt of any required approval from NTIA, Subgrantee may request, and the IBO in its reasonable discretion will approve, post-award changes consistent with NTIA's guidance, as the same may change from time to time. In such case, the Parties shall meet to determine the appropriate amount of Award Funds that Subgrantee is required to return or forego, as the case may be; provided, however, that in no event shall Subgrantee be required to return or forego more than a proportional amount of Award Funds. Any post-award change under this Section 23 shall not be a breach or default hereunder, and the State may not take remedial action against Subgrantee in connection therewith.

24. Procedures Upon Termination.
A. Termination Notice. Prior to any termination of this Agreement, the IBO shall provide written notice of termination to the Subgrantee specifying the effective date of such termination, the portion of the federal award to be terminated and the reasons for termination.

B. Reimbursement.
(1) In the event of any termination of this Agreement, the Subgrantee shall be reimbursed for completion of milestone events (which shall be prorated for partial milestone completion) prior to the effective date of termination.
(2) In the event of any termination of this Agreement by the State under federal action to cancel/terminate the BEAD Program, the Subgrantee shall be reimbursed for completion of milestone events (which shall be prorated for partial milestone completion) prior to the effective date of termination only if federal funds are made available by the U.S. Department of Commerce for disbursement to the Subgrantee.
(3) The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Subgrantee exceed the original subgrant amount.

C. If the Grant Agreement is terminated in part or its entirety under this Section, the Subgrantee shall remain responsible for compliance with the requirements in 2 CFR 200.344 (Closeout) and 2 CFR 200.345 (Post-Closeout Adjustments and Continuing Responsibilities).

25. Federal and State Third-Party Contract Provisions. Since this Grant involves the payment of federal funds, the Subgrantee and, if applicable, its contractors shall comply with the federal provisions attached as **Attachment A** and incorporated fully herein. If the Subgrantee fails to comply with any requirement under Section 60102 of the Infrastructure Act, Attachment A, or the BEAD NOFO, the State may impose remedies as set forth in Section 21 above.

26. Definitions. The definitions in the IIJA, BEAD NOFO and 2 CFR Part 200 shall apply to capitalized terms not otherwise defined herein.

27. Indemnification. The Subgrantee agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Subgrantee and/or its contractors and subcontractors, if any, in the performance of this Grant Agreement. The State will not provide indemnification to the Subgrantee.

28. Dispute Resolution.
A. Should any disputes arise with respect to this Grant Agreement, the Subgrantee and the State agree to act immediately to resolve such disputes.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

B. The Subgrantee agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Grant Agreement that are not affected by the dispute.

C. Informal Dispute Resolution. The Parties to this Agreement agree that time is of the essence in the resolution of disputes, therefore any and all disputes in relation to the Agreement will initially be referred to the parties' respective Project Managers, designated in **Paragraph 10** of the relevant Subaward attached as an **Exhibit** to the Agreement, for immediate resolution. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within fifteen (15) business days.

D. If the parties are unable to resolve a dispute pertaining to this Agreement after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to the court with exclusive jurisdiction when challenging a decision made by the Assistant Secretary per 47 USCA §1702(n), or to an Indiana court of competent jurisdiction for all other claims. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Agreement if appropriate.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in this Subsection 28.D relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

29. Ensuring Timely and Effective Deployment of BEAD Projects. The Grantee, and any agency, instrumentality, or subdivision thereof, agrees not to enforce any law, regulation, executive order, contracting requirement, or other enforceable obligation that directly or indirectly regulates in any way the rates, terms, and conditions of broadband internet service, whether on a retail, wholesale, or network basis, or imposes net neutrality rules, open access, or other utility-style rules on broadband internet service, against the Subgrantee or its affiliates anywhere it provides service within the Grantee's jurisdiction, while that Subgrantee has any subgrant that is still within its period of performance, extended period of performance, or federal interest period. For purposes of this provision, a "net neutrality rule" is any law, order, contracting requirement, or other enforceable obligation by the Grantee that prohibits internet service providers from, among other things, blocking content, throttling speeds, imposing data caps, or engaging in paid prioritization, or that imposes a general conduct or similar standard upon internet service providers.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

30. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *most current State of Indiana SCM Template*) in any way except as follows:

Paragraphs 1-10, 13-14, 16, 21, and 21-30 – Addition of BEAD Program specific language and deletion of language/provisions that are inapplicable to the BEAD Program.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Subgrantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Subgrantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Subgrantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Subgrantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Grant Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Grant Agreement to the State of Indiana. I understand that my signing and submitting this Grant Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Grant Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Grant Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Grant Agreement will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://secure.in.gov/apps/idoa/contractsearch/

In Witness Whereof, the Subgrantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

City of Auburn

Signed by:

By: Dave Clark

B9E4E27844DC460...

Title: Mayor

Date: 8/4/2026 | 13:22 EDT

Indiana Broadband Office

Signed by:

By: Megan Bailey - 00067

5A3FF1452AC6469...

Title: Chief Broadband Officer

Date: 8/4/2026 | 10:23 PDT

Electronically Approved by: Indiana Office of Technology By: (for) Warren Lenard, Executive Director	Electronically Approved by: Department of Administration By: (for) Brandon Clifton, Commissioner
Electronically Approved by: State Budget Agency By: (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: (for) Theodore E. Rokita, Attorney General

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

ATTACHMENT A – GENERAL TERMS AND CONDITIONS FOR THE BEAD PROGRAM

1. **Award Compliance Requirements, Prioritization and Terminology**

   Subgrantees must comply with all applicable requirements contained in 47 U.S.C. § 1702[1], the BEAD NOFO[2], 2 CFR Part 200[3], the Department of Commerce Standard Terms and Conditions (dated September 22, 2025)[4], the General Terms and Conditions for the BEAD Program[5], and the Specific Award Conditions incorporated into the IBO's BEAD award[6]. In any case where language among two or more authorities appears inconsistent, the relevant authorities should be read and interpreted in a manner which emphasizes consistency and harmonization across all relevant authorities. Where harmonization is impossible, any inconsistency or ambiguity shall be resolved by giving precedence to the authorities listed Section 19 of the Master BEAD Subgrant Agreement (collectively "Federal BEAD Requirements").

   The definitions in the BEAD NOFO and 2 CFR Part 200 shall apply to capitalized terms not otherwise defined herein. Additionally, as used herein, the terms "Grantee" and "Subgrantee" refer to the recipient or subrecipient of a grant as appropriate and as aligned with the updated Uniform Guidance (dated October 1, 2024) and the BEAD NOFO. The Subgrantee assumes ultimate responsibility for compliance with the requirements of this award.

2. **Subgrantee and Contractor Compliance with Applicable Requirements**

   With the exception of IC 5 -22, the Subgrantee shall comply, and must require its contractors, including lower tier subcontractors, to comply with all applicable Federal, state, and local laws and regulations, and all applicable terms and conditions of this Grant Agreement. The Subgrantee is responsible for ensuring that all contracts, including those necessary for design and construction of facilities, are implemented in compliance with the Terms and Conditions of this Award.

---

[1] At https://uscode.house.gov/view.xhtml?req=(title:47%20section:1702%20edition:prelim)
[2] At https://broadbandusa.ntia.gov/sites/default/files/2022-05/BEAD%20NOFO.pdf
[3] At https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1
[4] At https://www.commerce.gov/sites/default/files/2025-09/DOC%20Financial%20Assistance%20General%20Terms%20and%20Conditions%20as%20of%2022%20September%202025%20vF.pdf
[5] At https://broadbandusa.ntia.gov/sites/default/files/2026-02/BEAD_GTCs_Nov_18_2025.pdf
[6] At https://www.in.gov/indianabroadband/files/IBO-BEAD-Specific-Award-Conditions-SAC.pdf

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

3. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**
   The Subgrantee must take all necessary affirmative steps (as described in 2 CFR 200.321) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

4. **Prevention of Waste, Fraud, and Abuse**
   Consistent with the principles in 2 CFR part 200, at any time(s) during the grant period of performance, the IBO may direct a member or members of Subgrantee's key personnel to take a Government-provided training on preventing waste, fraud and abuse. Key personnel include those responsible for managing the Grantee's finances and overseeing any contractors, sub-contractors or Subgrantees (for financial matters and/or general oversight related to the grant).

   The Subgrantee shall monitor award activities for common fraud schemes, including but not limited to:

   - false claims for materials and labor;
   - bribes related to the acquisition of materials and labor;
   - product substitution;
   - mismarking or mislabeling on products and materials; and
   - time and materials overcharging.

   The Subgrantee shall establish and widely publicize telephone numbers and email addresses for the State of Indiana's Office of Inspector General or Subgrantee's internal ethics office (or comparable entity) for the purpose of reporting waste, fraud or abuse in the Program. The Subgrantee shall produce copies of materials used for such purposed upon request of the Federal Program Officer.

   Should a Subgrantee detect any fraud schemes or any other suspicious activity, the Subgrantee must contact the IBO's Grant Manager and the IBO Fraud Hotline at: BEADGrantMgt@iot.in.gov and IBOFraudHotline@iot.in.gov. Additionally, in accordance with 2 CFR 200.113, an applicant or Subgrantee must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 USC 3729-3733) potentially affecting the Federal award. Subgrantees are required to report certain civil, criminal, or administrative proceedings to SAM.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339. (*See* also 2 CFR Part 180, 31 USC 3321, and 41 USC 2313.)

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

5. **Protection of Whistleblowers**

The Department of Commerce Financial Assistance Standard Terms and Conditions are incorporated into this Grant Agreement. Section F.05 of these Terms and Conditions states that each award is subject to the whistleblower protections afforded by 41 USC 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information).

Generally, this law provides that an employee or contractor (including subcontractor and personal services contractors) of a Grantee, Subgrantee, contractor, subcontractor or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal Award, subgrant, or a contract under a Federal Award or subgrant, a gross waste of Federal funds, an abuse of authority relating to a Federal Award or subgrant or contract under a Federal Award or subgrant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal Award, subgrant, or contract under a Federal Award or subgrant.

Subgrantee shall inform their employees and contractors in writing of the rights and remedies provided under 41 USC 4712, in the predominant native language of the workforce.

A person that believes they have been the subject of retaliation for protected whistleblowing can contact the Department of Commerce, Office of Inspector General Hotline, as indicated at https://www.oig.doc.gov/Pages/Hotline.aspx, or the U.S. Office of Special Counsel, toll free at 1- 800- 872-9855.

6. **Inspection and Testing of Materials**

The Subgrantee, as applicable, shall ensure that all materials and equipment used in the completion of the work shall be subject to adequate inspection and testing in accordance with accepted standards. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses. The Subgrantee shall ensure that documentation of same is cataloged and retained.

7. **Requirements During Construction**

During construction, the Subgrantee, as applicable, is responsible for:

- Ensuring that it meets all deadlines in approved plans and specifications;
- Monitoring the progress of grant funded activities;

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

- Reporting progress;
- Providing for required construction permits and adequate construction inspection;
- Promptly paying costs incurred for grant funded activities;
- Monitoring Subgrantees' compliance with Federal, State, and local requirements; and
- Constructing and maintaining in good condition throughout the construction
- period a sign or signs, at the site of grant funded activities in a conspicuous place indicating that the Federal Government is participating in the activities.

8. <u>Environmental and Historic Preservation (EHP) Review</u>

The Subgrantee must comply with the requirements of all applicable Federal, State, and local environmental laws, regulations, and standards.

A. <u>EHP Pre-Implementation and Funding Conditions</u>

The Subgrantee must not initiate any grant funded implementation activities—except for the limited permissible activities identified in this Paragraph 8.E below—prior to the following:

1. The completion of any review required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, *et seq*.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;
2. The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq*.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;
3. The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq*.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq*.), as applicable; and
4. Demonstration of compliance with all other applicable Federal, State, and local environmental laws and regulations.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

B. <u>Subgrantee Compliance with NEPA</u>

NEPA Compliance: To ensure the timely completion of environmental review for all BEAD-funded activities subject to NEPA review, the Subgrantee must:

- not commence implementation and funds will not be disbursed until any necessary environmental review is complete and NTIA has approved any necessary decision document, except for the limited permissible activities identified in this Paragraph 8.E below;
- timely prepare any required NEPA documents and obtain any required permits, and must adhere to any applicable statutory deadlines as described in 42 U.S.C. 4336a(g); and
- provide a milestone schedule for NEPA compliance related matters identifying specific deadlines and describing how the Subgrantee proposes to meet these timing requirements including, as required, the completion of consultations, the completion of NEPA and Section 106 reviews, and the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs).

C. <u>Subgrantee Compliance with NHPA Section 106</u>

NHPA Compliance: To ensure the timely completion of historic preservation review for all BEAD- funded activities, the Subgrantee must adhere to the provisions of the NTIA memorandum to SHPOs, Tribal Historic Preservation Officers (THPOs), and Internet for All (IFA) grant recipients authorizing IFA grant recipients to initiate Section 106 consultation for NTIA funded projects.

D. <u>Grantee Permitting Obligations</u>

To help ensure that Grantee's BEAD projects are carried out in a timely and effective manner, the IBO shall take the following actions, to the extent permissible by law, to streamline permitting processes:

1. Consistent with any relevant legal requirements and authorities, the IBO will establish procedures to ensure that broadband-related permit applications are promptly accepted, and requests are approved or denied within 90 days, including by:
    a. Assisting state and local authorities in establishing a single, dedicated point of contact, which has knowledge of the application and review processes, for broadband-related permits.
    b. Providing technical assistance to permitting agencies to ensure sufficient capacity (e.g., Master Agreement and Consultant Reimbursement Agreement

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

templates, surge support for permit processing, etc.)

c. Providing deference to the construction techniques chosen by BEAD Subgrantees (without seeking to influence those decisions), absent any identified safety concerns.

d. Maximizing streamlined processing through permitting by rule; batch processing of substantially similar permit requests; and waiving or expediting duplicative or burdensome broadband permitting requirements where possible.

e. Following FCC rules regarding timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects—including provisions in the FCC's rules providing for "one-touch make-ready" and "self-help"—and requiring BEAD Subgrantees that own poles (including cooperatives) to comply with FCC rules across their footprint.

2. IBO will seek to minimize state and local permitting-related costs for broadband deployments and ensure (1) permitting fees are a reasonable approximation of the state or local government's costs, (2) only objectively reasonable costs are factored into those fees, and (3) the fees are no higher than the fees charged to similarly situated competitors in similar situations.

3. IBO will establish Permitting Roundtables[6] and/or working groups of relevant federal, state, local, and tribal authorities and representatives of impacted industries—including utility pole owners, railroads, communications providers, and BEAD subgrantees—that will:

   a. Meet regularly to identify and facilitate resolution of any delays or disputes related to deploying BEAD-funded facilities.

   b. Collect complaints (and supporting information) from Subgrantees that are not timely resolved through this process and escalate such complaints through the appropriate Permitting Roundtable or working group.

4. IBO will track, publicly post, and submit to NTIA, as part of its Semi-Annual Report, information on subgrantee compliance with the NEPA milestone schedules[7] and data regarding unresolved complaints from Subgrantees, including: (1) issues escalated through the Permitting Roundtable or working group; (2) delays in broadband-related projects that Subgrantees attribute to a state or local prohibition on using its preferred construction techniques; and (3) delays in broadband related projects that Subgrantees attribute to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

access to municipally owned poles and conduit for broadband projects.[7]

E. <u>Limited Permissible Pre-Implementation Activities</u>

The Subgrantee must ensure that implementation (site preparation, demolition, construction, ground disturbance, fixed installation, or any other implementation activities) does not begin prior to the completion of all EHP requirements as outlined in this Paragraph. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws— *e.g.*, mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts—and ensure that Subcontractors comply with such conditions as well. The Subgrantee must also provide any information requested by NTIA or the IBO to ensure both initial and ongoing compliance with all requirements described above.

Only if approved by the IBO in writing, may the Subgrantee undertake limited permissible activities under NEPA using award funds prior to the completion of the EHP review process, including the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Administrative costs;
- Pre-award applications costs;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act; and/or
- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

Subgrantees that undertake unauthorized project activities in contravention of this

[7] Such reports will be shared with the FCC and Congress to determine whether additional funding rescission, enforcement, legislation to modify 47 U.S.C. § 224 to remove the exemption for poles and conduits owned by municipalities and electric cooperatives, and/or other actions are warranted.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Paragraph proceed at their own risk and may face de-obligation of funding.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any Section 106 notices of foreclosure; notices requesting continuing or supplemental consultation received from the SHPO, THPO, or other consulting party or the USFWS or NMFS; or notices of noncompliance received from consulting authorities or regulatory agencies.

Any change to the approved scope of grant funded activities proposed after the completion of environmental and historic preservation review that has the potential for altering the nature or extent of environmental or historic preservation impacts must be brought to the attention of the IBO and will be re-evaluated for compliance with applicable requirements.

Archaeological Resources: Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, State, and Local laws and protocols, such as the Native America Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantees must notify the IBO of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and the interested SHPO. Such construction activities may then only continue with the written approval of the IBO.

9. <u>Scheduling Inspection for Final Acceptance</u>

The Subgrantee shall provide notice of completion for each broadband infrastructure project and other construction activities when all construction has been completed, the professional engineer has conducted its own final inspection, and any deficiencies have been corrected. Scheduling of the final inspection will be coordinated by the IBO. Representatives of the IBO, the architect/engineer and Subgrantee must attend the final inspection for each project.

10. <u>Domestic Preference for Procurements (Build America, Buy America)</u>

Congress passed the Build America, Buy America Act (BABA) on November 15, 2021 as part of the Infrastructure Investment and Jobs Act, Pub. L. 117-58, 135 Stat. 429, 70901-70927. BABA established domestic content procurement preference requirements for Federal financial assistance projects for infrastructure, including the BEAD Program, consistent with Section 70912(2) of the Infrastructure Act. The Subgrantee shall comply

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

with BABA consistent with applicable legal authorities, such as the Infrastructure Act, Executive Order 14005, 2 CFR Part 184, OMB Memo M-24-02, and the requirements laid out in the final version of the BEAD BABA waiver. All waivers applicable to BEAD, an FAQ, and a BEAD BABA Self Certification list are posted on the Build America, Buy America page maintained by the Department of Commerce Office of Acquisition Management at https://www.commerce.gov/oam/build-america-buy-america.

11. Prohibition on Use for Covered Communications Equipment or Services

A Subgrantee or its contractors and subcontractors may not use Agreement Funds (including Matching Funds) to purchase or support any communications equipment or service covered by either the Secure and Trusted Communications Networks Act of 2019 (47 USC 1608) or 2 CFR 200.216 (Prohibition on certain telecommunications and video surveillance services or equipment). By executing this Agreement, subgrantee certifies it (along with its contractors or subcontractors) will not obligate or expend grant funds to: (1) procure or obtain covered telecommunications equipment or services; (2) extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

12. Prohibition on the Supplantation of Funds

Consistent with 47 U.S.C. § 1702(l), Grant Funds awarded to the Subgrantee under this program shall be used to supplement, and not supplant, the amounts of Federal or non-Federal funds that the IBO would otherwise make available for the purposes for which the grant funds may be used. *See* NOFO V.H.2.

13. Equitable and Nondiscriminatory Use of Funds

The Subgrantee acknowledges and agrees to abide by 47 U.S.C. § 1702(g)(2)(C) to use grant funds in an equitable and nondiscriminatory manner. The Subgrantee's failure to do so may result in cancellation of any subgrant and/or recoupment of funds already disbursed.

14. Network Capabilities

Pursuant to 47 U.S.C. § 1702(g)(1)(A), Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[8] (an any future amendments).

[8] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

15. Deployment Deadlines and Benchmarks

Pursuant to 47 U.S.C. § 1702(h)(4)(C), the Subgrantee shall deploy its Funded Networks and begin providing broadband service to each customer that desires broadband service not later than four (4) years after the date on which the Subgrantee receives the subgrant for the applicable network.

16. Deployment and Provision of Service Requirements

Pursuant to 47 U.S.C. § 1702(h)(4)(D), any Funded Network deployment project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals. *See* NOFO IV.C.2.b.ii. Subgrantee shall include the required interspersed conduit access points at regular and short intervals when laying fiber-optic cables or conduit underground or along a roadway.

Consistent with 47 U.S.C. § 1702(h)(4)(E) and 47 U.S.C. § 1702(h)(4)(H), if Subgrantee has been awarded funds for construction of Middle Mile Infrastructure, then Subgrantee shall deploy broadband infrastructure in or through any area required to reach interconnection points or otherwise to ensure the technical feasibility and financial sustainability of a project providing broadband service to an unserved location, underserved location, or eligible community anchor institution. If the Subgrantee, at any time, is no longer able to provide broadband service to the end user locations covered by the subgrant at any time on a retail basis, then remedial action must be taken to ensure continuity of service.

17. Plans

Pursuant to 47 U.S.C. § 1702(h)(4)(B), Subgrantee agrees to offer at least one low-cost broadband service option for eligible subscribers that is consistent with BEAD Program requirements. To comply with the low-cost plan statutory requirement, Subgrantee must propose a Low-Cost Service Option in its applications for project areas. The low-cost service option must offer speeds of at least 100/20 Mbps and latency performance of no more than 100 milliseconds. The Subgrantee must continue to offer the low-cost broadband service option to eligible subscribers, during the Federal Interest Period or in the case of Low Earth Orbit ("LEO") Subgrantees, a ten-year period of performance. Pursuant to Section 1702(h)(5)(C), NTIA or the IBO may take corrective action, including recoupment of funds from the Subgrantee, for noncompliance with the statutory low-cost plan requirement.

18. Access to Service

Pursuant to 47 U.S.C. § 1702(g)(2)(C)(ii), operators of Funded Networks shall provide access to broadband service to each customer served by the project that desires broadband

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

service on terms and conditions that are reasonable and non-discriminatory.

19. Public Notice & Public Awareness

Pursuant to 47 U.S.C. § 1702(h)(4)(F), once the network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO.

Pursuant to 47 U.S.C. § 1702(h)(4)(G), the Subgrantee shall carry out public awareness campaigns in their service areas that are designed to highlight the value and benefits of broadband service in order to increase the adoption of broadband service by consumers.

20. Reserved.

21. Sale Upon Incapacity

Pursuant to 47 U.S.C. § 1702(h)(4)(H), in consultation with NTIA, if the Subgrantee is no longer able to provide broadband service to the locations covered by the subgrant at any time, the Subgrantee shall consult with the NTIA and shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

22. Cybersecurity and Supply Chain Risk Management

Pursuant to 47 U.S.C. § 1702(g)(1)(B), a Subgrantee, in carrying out activities using amounts received from the IBO, shall comply with prudent cybersecurity and supply chain risk management practices, as specified by the Assistant Secretary, in consultation with the Director of the National Institute of Standards and Technology and the Federal Communications Commission. Subgrantee attests by entering into this Grant Agreement that:

- The Subgrantee has a cybersecurity risk management plan (the plan) in place that is either:
  - operational, if the prospective Subgrantee is providing service prior to the award of the grant; or
  - ready to be operationalized upon providing service, if the prospective Subgrantee is not yet providing service prior to the grant award;
- The plan reflects the latest version of the NIST Framework for Improving Critical Infrastructure Cybersecurity (currently Version 1.1) and the standards and controls set forth in Executive Order 14028 and specifies the security and privacy controls being implemented;
- The plan will be reevaluated and updated on a periodic basis and as events

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

warrant; and

- The plan will be submitted to the IBO prior to the allocation of funds. If the Subgrantee makes any substantive changes to the plan, a new version will be submitted to the IBO within 30 days. The IBO will provide the Subgrantee's plan to NTIA upon NTIA's request.

With respect to supply chain risk management (SCRM), Subgrantee further attests that:

- The Subgrantee has a SCRM plan is in place that is either:
  - operational, if the Subgrantee is already providing service at the time of the grant; or
  - ready to be operationalized, if the Subgrantee is not yet providing service at the time of grant award;
- The plan is based upon the key practices discussed in the NIST publication NISTIR 8276, Key Practices in Cyber Supply Chain Risk Management: Observations from Industry and related SCRM guidance from NIST, including NIST 800-161, Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations and specifies the supply chain risk management controls being implemented;
- The plan will be reevaluated and updated on a periodic basis and as events warrant; and
- The plan will be submitted to the IBO prior to the allocation of funds. If the Subgrantee makes any substantive changes to the plan, a new version will be submitted to the IBO within 30 days. The IBO will provide the Subgrantee's plan to NTIA upon NTIA's request.

The Subgrantee also must, to the extent the Subgrantee relies in whole or in part on network facilities owned or operated by a third party (e.g., purchases wholesale carriage on such facilities), obtain the above attestations from its network provider with respect to both cybersecurity and supply chain risk management practices. *See* NOFO IV.C.2.c.vi.

23. <u>Prohibition on Profit and Fees</u>

A profit, fee, or other incremental charge above actual cost incurred by a Subgrantee is not an allowable cost under this Program. *See* NOFO V.H.2.b.

24. <u>Prohibition on Use of Grant Funds to Support or Oppose Collective Bargaining</u>

A Subgrantee may not use Grant Funds, whether directly or indirectly, to support or oppose collective bargaining. *See* NOFO V.H.2.c.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

25. Subgrantee Integrity and Performance Matters

In accordance with Section 872 of Public Law 110-417, as amended, *see* 41 USC 2313, if the total value of a Subgrantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal Award, then the Subgrantee shall be subject to the requirements specified in Appendix XII to 2 CFR Part 200[9], for maintaining the currency of information reported to SAM that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about certain civil, criminal, or administrative proceedings involving the Subgrantee. *See* 2 CFR 200.113.

26. Audit Requirements

2 CFR Part 200, Subpart F, adopted by the Department of Commerce through 2 CFR 1327.101, requires any Non-Federal entity that expends Federal Awards of $1,000,000 or more in the Subgrantee's fiscal year to conduct a single or program-specific audit in accordance with the requirements set out in the Subpart. Subrecipients that are not subject to Subpart F of 2 CFR Part 200 (e.g., commercial entities) that expend $1,000,000 or more in grant funds during their fiscal year must submit to the IBO either: (i) a financial related audit of each Department of Commerce (DOC) award or subaward in accordance with Generally Accepted Government Auditing Standards; (ii) a program-specific audit for each award or subaward in accordance with the requirements contained in 2 CFR 200.507; or (iii) to the extent permitted by applicable guidance and BEAD Program rules, annual audited financial statements prepared by an independent Certified Public Accountant ("CPA") prepared in the ordinary course of business. Subgrantees may batch their audit submission to the IBO when allowable and/or required by the IBO. Subgrantees are reminded that the IBO, NTIA, the Department of Commerce Office of Inspector General, or another authorized Federal or state agency may request audit documents or conduct an audit of an award at any time.

27. Federal Funding Accountability and Transparency Act of 2006 (Transparency Act)

A. In accordance with 2 CFR Part 170, the Subgrantee shall report to the IBO their executive total compensation described in Paragraph 27.B., below.

B. Reporting of total compensation of Subgrantee's executives. The Subgrantee shall provide to the IBO a report of its five most highly compensated executives for the

[9] At https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20XII%20to%20Part%20200

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Subgrantee's preceding completed fiscal year, if:

1. The total Federal BEAD funding authorized to date under the subaward equals or exceeds $30,000;
2. In the Subgrantee's preceding fiscal year, the Subgrantee received:
    a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal Awards (and subawards) subject to the Transparency Act; and,
    b. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal Awards (and subawards) subject to the Transparency Act; and
3. The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, *see* the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).

C. Definitions.

- *Executive* means an officer, managing partner, or any other employee holding a management position.
- *Subaward* has the meaning given in 2 CFR 200.1.
- *Total Compensation* means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

D. The Subgrantee shall furnish their executive total compensation described in this Paragraph 27.B to the IBO before the commencement of this Grant Agreement.

28. <u>Protected and Proprietary Information</u>

The Subgrantee is expected to support Program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperation with the Department of Commerce and external program evaluators. In accordance with 2 CFR 200.303(e), Subgrantees must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a Department of Commerce financial assistance award. *See also* NOFO IX.B.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

29. <u>Subgrantee Reporting</u>

Pursuant to 47 U.S.C. § 1702(j)(2)(A) and as set forth in more detail in each **Exhibit** to this Grant Agreement, the Subgrantee shall submit to the IBO a report, at least semiannually, for the duration of the subgrant to track the effectiveness of the use of funds provided. Subgrantees must certify that the information in the report is accurate. Each report shall describe each type of broadband infrastructure project and/or other eligible activities carried out using the subgrant and the duration of the subgrant. *See also* NOFO VII.E.2.

30. <u>Tribal Consent to Deploy on Tribal Land</u>

Consistent with NOFO Sections IV.B.7.a.ii.10 and IV.B.9.b.15, the Subgrantee may not deploy broadband to Unserved Service Projects or Underserved Service Projects that include any locations on Tribal Lands without receiving a Resolution of Consent from each Tribal Government, from the Tribal Council or other governing body, upon whose Tribal Lands the infrastructure will be deployed.

31. <u>Broadband Infrastructure Projects and the Major Purpose Test</u>

As used in this Attachment A, broadband infrastructure "project" carries the same meaning as the term project is used in NOFO Section I.C.(t). For the sake of clarity, broadband infrastructure projects include:

- last-mile broadband deployment projects, as that term is used in Section IV.B.7.a.ii. of the NOFO, with the exception that projects for which the major purpose is training or workforce development are not considered broadband infrastructure projects for the purposes of the exceptions addressed in Paragraph 43, below;
- projects to deploy Middle Mile Infrastructure, as that term is defined in Section I.A.(o) of the NOFO; and
- projects to deploy internet and Wi-Fi infrastructure within a multi-family residential building.

The "major purpose" of a subgrant is a broadband infrastructure project(s) if more than 50% of the estimated total costs (e.g., labor, permitting expenses, equipment, etc.) under the subgrant are necessitated by the broadband infrastructure project(s) activities of the subgrant. NTIA and the IBO retain the authority to review subgrant agreements and revise determinations regarding the major purpose of a subgrant. For purposes of the BEAD Program, LEO Capacity Subgrants shall be considered projects whose major purpose is broadband infrastructure.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

32. <u>Encumbrances</u>

Subject to the exception below, Subgrantees must not encumber property without prior disclosure to and approval from the IBO, NTIA and NIST. Subgrantees may not enter into any encumbrances that interfere with the construction, intended use, operation, or maintenance of grant funded property during Federal Interest Period set forth in Paragraph 34.

The following exception applies to subgrants whose major purpose is a broadband infrastructure project. Subgrantees may encumber real property and equipment acquired or improved under such subgrants only after provision of notice to the IBO, NTIA and to the Grants Officer[10], and subject to a requirement that the DOC receives either a first priority security interest (preferred) or a shared first priority security interest in the real property and equipment such that, if the real property and equipment were foreclosed upon and liquidated, the DOC would be entitled to receive, on a pari-passu basis with other first position creditors, the portion of the current fair market value of the property that is equal to the DOC's percentage of contribution to the project costs. For example, if the DOC had contributed 50% of the project costs, the DOC would receive, on a pari-passu basis, 50% of the current fair market value of the property when liquidated. NTIA will address the notice requirement for encumbrances in future guidance.

33. <u>Recordation of the Federal Interest in BEAD-Funded Property</u>

A. Useful Life and Compliance with 2 CFR 200.311, 200.313. For the purposes of this Award, the useful life of the real property or equipment acquired or improved using BEAD funds (inclusive of both Federal funds and non-Federal matching funds) shall coincide with the Federal Interest Period as defined in Term 34 below. During the useful life of the BEAD-funded property, the Subgrantee must adhere to the requirements contained in the terms and conditions of the Award, including adherence to the use, management, and disposition requirements set forth in 2 CFR 200.311 or 200.313, as applicable. NTIA will provide additional information concerning the review and approval process for transactions involving BEAD-funded real property and equipment in subsequent guidance. As used in this Paragraph 33 and Paragraph 34, the terms "real property" and "equipment" shall have the meanings given to such terms in 2 C.F.R. 200.1.

B. To document the Federal interest in BEAD-funded real property, the Subgrantee must

[10] The National Institute of Standards and Technology (NIST) Grants Officer serves as the Grants Officer for the BEAD program.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant). The Covenant differs from a traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest to NTIA. Rather, pursuant to the Covenant, the Subgrantee acknowledges that it holds title to the BEAD-funded property in trust for the public purposes of the BEAD financial assistance award and agrees, among other commitments, that it will repay the Federal interest if it disposes of or alienates an interest in the BEAD-funded property, or uses it in a manner inconsistent with the public purposes of the BEAD award, during the useful life of the BEAD-funded property. The Covenant must be properly recorded in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the BEAD-funded property during its useful life and that NTIA retains an undivided equitable reversionary interest in the BEAD-funded property during the Federal Interest Period. NTIA will provide a suggested sample form to use for the Covenant to record notice of the Federal interest in real property.

C. UCC-1 Filing & Attorney's Certification. Pursuant to 2 CFR § 200.316, after acquiring all or any portion of the equipment under this Award, the Subgrantee shall properly file a UCC-1 with the appropriate State office where the equipment will be located in accordance with the State's Uniform Commercial Code (UCC). This security interest shall be executed in advance of any sale or lease and not later than closeout of the grant or subgrant, as applicable. The UCC filing(s) must include the below or substantively similar language providing public notice of the Federal interest in the equipment acquired with BEAD funding. Also, a clear and accurate inventory of the subject equipment must be attached to and filed with the UCC-1.

The UCC filing must include the below or substantively similar language:

The Equipment set forth at Attachment A hereto was acquired with funding under a financial assistance award (Award Number) issued by the National Institute of Standards and Technology, U.S. Department of Commerce. As such, the U.S. Department of Commerce retains an undivided equitable reversionary interest (Federal interest) in the Equipment for ***[insert number]*** *years after the end of the year in which the award is closed out in accordance with 2 CFR 200.344.*

In addition, within 15 calendar days following the required UCC filing(s), the Grantee shall provide the Grants Officer with complete and certified copies of the filed UCC forms and attachments for the equipment acquired with NTIA BEAD funding including all subgrants,

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

along with a certification from legal counsel, licensed by the State within which the filings were made (Attorney's Certification), that the UCC filing was properly executed and filed in accordance with applicable state law. The Attorney's Certification must include the below or substantively similar language:

NIST Award Number: 18-20-B297-3
Pursuant to 28 USC 1746, I hereby certify as follows:
I am legal counsel at _____.
I am licensed to practice law in the State of _____ *having been a license holder of said state and in good standing since* _____.
Attached hereto is a certified copy of UCC-1 form(s) reflecting that this document was filed in the _____*on* _____*, 202x, bearing the following filing information [insert filing data, e.g., instrument number, etc.) and consists of* ____ *recorded pages as certified by the Secretary of State of* _____.
I certify that this UCC-1 form(s) has/have been validly executed and properly recorded as noted above.
I certify under the penalty of perjury that the foregoing is true and correct.
Executed on this ____*day of* _____.

_____
(Attorney name and title)
(Address and phone number)

In addition, during the estimated useful life of the [type of equipment, e.g. robotic equipment], the Subgrantee is hereby authorized to timely file any necessary UCC-3 continuation statements (or other filings) for the subject equipment consistent with the requirements set forth in this specific award condition. Copies of all filed UCC continuation statements, together with an Attorney's Certification, must be submitted to the IBO and the Grants Officer within 15 calendar days following each such filing. The UCC filing(s) and the accompanying Attorney's Certification(s) must be acceptable in form and in substance to NTIA and the National Institute of Standards and Technology (NIST) Grants Officer.

34. <u>Federal Interest Period</u>

A. BEAD-Funded Broadband Infrastructure Projects: The Federal interest in all real property or equipment acquired or improved as part of a subgrant for which the major purpose is a broadband infrastructure project will continue for ten years after the year in which that subgrant has been closed out in accordance with 2 CFR 200.344. This Federal interest shall apply regardless of whether the asset is acquired or improved with

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Federal funds or non-Federal matching funds. For example, for all subgrants closed out in 2027, regardless of the month, the Federal interest will last until December 31, 2037. The Federal interest described herein applies to BEAD subgrants for which the major purpose of the subgrant, as defined in Paragraph 31 above, is a broadband infrastructure project(s).

B. The Grants Officer, in consultation with the Program Officer, shall determine the Federal Interest Period for real property or equipment that will be acquired or improved using BEAD funds (inclusive of both Federal funds and non-federal matching funds) and not captured in provision (a) of this Paragraph 34. NTIA will issue further implementation guidance regarding the Federal Interest Period for these BEAD assets.

C. Per the BEAD Restructuring Policy Notice, NTIA will not take a Federal interest in equipment or property acquired or improved with a LEO Capacity Subgrant. Additionally, the consumer and taxpayer protections set forth in the NOFO apply to the recipients of such subgrants for the duration of the LEO Capacity Subgrant ten-year Federal interest period.

35. <u>Program Income</u>

In the case of subgrants whose major purpose is a broadband infrastructure project, Subgrantees may retain program income without restriction, including retaining program income for profit. This exception does not alter the prohibition in Paragraph 23 above regarding a profit, fee, or other incremental charge above the actual cost incurred by the Subgrantee.

36. <u>Never Contract with the Enemy (2 CFR 200.215)</u>

The Subgrantee shall adhere to the regulations implementing "Never Contract with the Enemy" in 2 CFR Part 183. The regulations in 2 CFR Part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

37. <u>Network Resilience</u>

The Subgrantee shall incorporate best practices defined by NTIA for ensuring reliability and resilience of broadband infrastructure by establishing risk management plans that account for technology infrastructure reliability and resilience, including from natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity best practices.

38. Termination

This award may be terminated in part or its entirety as expressly set forth in 2 CFR § 200.340(a), as amended, modified, supplemented or interpreted from time to time. This includes termination "[b]y the Federal agency or pass-through entity pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities."

39. Trafficking Victims Protection Act (22 USC 7104)

The Subgrantee acknowledges and understands that The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided in this Grant Agreement, without penalty to the Federal Government, if the Subgrantee engages in certain activities related to trafficking in persons. *See* 2 CFR Part 175[11].

40. Contract Provisions for Non-Federal Entity Contracts under BEAD Award

If the Subgrantee is a Non-Federal Entity as defined by 2 CFR 200.1, then all contracts[12] made by the Non-Federal Entity[13] Subgrantee under the BEAD award must contain the following provisions, if applicable:

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non–Federal entity including the manner by which it will be effected and the basis for settlement.

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, and to the extent still applicable and consistent with federal law, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR

[11] At https://www.ecfr.gov/current/title-2/subtitle-A/chapter-I/part-175
[12] *See* 2 CFR 200.1. *Contract* means, for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient conducts procurement transactions under a Federal award. For additional information on subrecipient and contractor determinations, *see* § 200.331.
[13] *See* 2 CFR 200.1. *Non-Federal Entity* (NFE) means a State, local government, Indian Tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non–Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. 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 requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non–Federal Award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (*see* 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

G. Byrd Anti–Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting 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. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

41. <u>Compliance with Federal Executive Orders</u>

Incorporated by reference into this BEAD financial assistance award are the policies set forth in all applicable Executive Orders currently in legal force and effect, including Executive Orders issued on or after January 20, 2025. A comprehensive list of Executive Orders may be found at: https://www.federalregister.gov/presidential-documents/executive-orders.

By accepting this financial assistance award and expending federal funding thereunder, the Subgrantee agrees to the following conditions:

A. Compliance with Executive Orders: The Subgrantee agrees to comply with the policies and to further the objectives set forth in all applicable Executive Orders currently in legal effect, including those issued on or after January 20, 2025, as well as Executive Orders that may be issued after the effective date of this award.

B. Executive Order 14173, 90 FR 8633 (Jan. 21, 2025): The Subgrantee:

1. Agrees that compliance in all respects with all applicable Federal antidiscrimination laws is material to the government's payment decisions for purposes of Section 3729(b)(4) of Title 31 United States Code;
2. Certifies to the IBO that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal antidiscrimination laws; and
3. Acknowledges that the IBO may require the Subgrantee to submit an annual certification to the IBO that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal antidiscrimination laws.

C. Affirmative Duty to Monitor for and to Report Potential Inconsistencies. The Subgrantee must actively monitor its administration of this subaward to ensure that its activities do not violate the requirements of this subaward. At any time during the period of performance of this award, if the Subgrantee believes that any of the activities in its

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

approved scope of work may be inconsistent with the policies outlined in any applicable Executive Order, the Subgrantee has an affirmative duty to immediately stop work on those potentially inconsistent activities and immediately contact the IBO to determine whether the potentially inconsistent activities may proceed under this award. The performance of activities that violate or that are otherwise inconsistent with requirements under any applicable Executive Order will result in appropriate enforcement action pursuant to 2 CFR 200.339, including the disallowance of costs and possible termination of a portion or all of this award.

42. <u>National Policy Requirements</u>

A. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*). The Subgrantee acknowledges and understands that civil penalties may be imposed against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).

B. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively). The Subgrantee acknowledges and understands that the making or presenting of any false, fictitious, or fraudulent statement, representation, or claim against the United States may result in imprisonment and fines under Federal law.

C. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733). The Subgrantee acknowledges and understands that suits may be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.

D. The Copeland Anti-Kickback Act (18 U.S.C. § 874). The Subgrantee agrees that it shall comply and ensure that its contractors and subcontractors (pursuant to 40 U.S.C. § 3145) comply with the Copeland Anti-Kickback Act, which prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of the employee's compensation under an employment contract.

E. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and implementing regulations issued at 15 CFR Part 11. The Subgrantee shall ensure the fair and equitable treatment of displaced persons or persons whose property is acquired as a result of Federal or Federally-assisted programs. The Subgrantee agrees to apply these requirements to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

F. To the extent applicable, the Subgrantee acknowledges and agrees that it shall comply with the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

G. To the extent applicable, the Subgrantee acknowledges and agrees that it shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 CFR §§ 301-10.131 through 301-10.143.

43. <u>Uniform Guidance Exceptions, Adjustments, and Clarifications Applicable to Fixed Amount Subgrants For Which the Major Purpose of the Subgrant is a Broadband Infrastructure Project(s)</u>

The following Uniform Guidance exceptions, adjustments, and clarifications apply to fixed amount subgrants for which the major purpose of the subgrant is a broadband infrastructure project. Throughout the below discussion on exceptions, adjustments, and clarifications, the phrase "fixed amount subgrant" is used as shorthand to refer to fixed amount subgrants as described in the preceding sentence.

A. Exceptions to 2 CFR Part 200 Fixed Amount Subgrant Requirements (200.333—Fixed Amount Subgrants and 200.201(b)(2)--Use of grant agreements (including fixed amount awards), cooperative agreements, and contracts)

Pursuant to exceptions of 2 CFR 200.333 and 200.201(b)(2) approved by the Office of Management and Budget ("OMB"), the IBO has elected to treat this Award as a fixed amount subgrant. Subgrantees must periodically report their expenses using Generally Accepted Accounting Principles or other standard accounting practices. Subgrantees must also monitor and report to the IBO the relative proportion of costs across key spending areas: professional services (e.g., engineering, environmental and historic preservation permitting, legal expenses, etc.); construction services (e.g., digging trenches, erecting towers, blowing fiber, constructing and improving buildings, etc.); outside plant, towers, and poles (e.g., fiber plan, conduit, towers, poles, emergency power generational equipment, etc.); network and access equipment (e.g., broadband routing equipment, broadband transport equipment, network broadband access equipment, wireless base stations, antennas, etc.); operating equipment (e.g., office furniture and fixtures, work equipment and vehicles, etc.); customer premise equipment; contingency funds; and all other expenses.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Subgrantees shall use subgrant payments only for the reimbursement of the eligible costs in connection with the last-mile broadband deployment projects for which the payment is intended and, if applicable, the eligible costs for non-deployment for which the payment is intended. Ineligible uses of fixed amount subgrant payments include but are not limited to the following:

1. Personal expenses of employees, executives, board members, and contractors, and family members thereof, or any other individuals affiliated with the Subgrantee, including but not limited to personal expenses for housing, such as rent or mortgages, vehicles for personal use and personal travel, including transportation, lodging and meals;
2. Gifts to employees; housing allowances or other forms of mortgage or rent assistance for employees except that a reasonable amount of assistance shall be allowed for work-related temporary or seasonal lodging; cafeterias and dining facilities; food and beverage except that a reasonable amount shall be allowed for work-related travel; entertainment;
3. Expenses associated with: tangible property not logically related or necessary to the broadband infrastructure project or authorized non-deployment use; corporate aircraft, watercraft, and other motor vehicles designed for off-road use except insofar as necessary or reasonable to access portions of the project area not readily accessible by motor vehicles travelling on roads; tangible property used for entertainment purposes; consumer electronics used for personal use; kitchen appliances except as part of work-related temporary or seasonal lodging assistance; artwork and other objects which possess aesthetic value;
4. Political contributions; charitable donations; scholarships; membership fees and dues in clubs and organizations; sponsorships or conferences or community events not logically related or necessary for the intended use of the subgrant; nonproduct-related corporate image advertising; and
5. Penalties or fines for statutory or regulatory violations; penalties or fees for any late payments on debt, loans, or other payments.

The remainder of 2 CFR 200.201 remains unchanged. Payments shall be made on a reimbursement basis in accordance with terms of the Grant Agreement. *See* NOFO Sec. IV.C.1.b. Pursuant to 2 CFR 200.201(b)(3), the Subgrantee must certify in writing to the IBO at the end of the Federal Award that the broadband infrastructure project funded under the subgrant was completed. Accordingly, a Subgrantee receiving a fixed amount subgrant must certify to the IBO that the broadband infrastructure project

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

was placed into service, as defined in 47 USC 1702(h)(4)(C) for last- mile broadband deployment projects by the end of the Subgrantee's period of performance.

The above notwithstanding, the BEAD Program prohibition on the Subgrantee claiming profit or fees as allowable costs remains unchanged by this exemption. *See* NOFO Sec. V.H.2.b. Therefore, neither fees above the estimated actual cost that will be incurred by the Subgrantee nor profit shall be considered reasonable costs when determining the reasonable estimate of actual costs (i.e., neither fees nor profits may be included in the estimate of actual costs).

Subgrantees of fixed amount subgrants pursuant to the above exceptions are not required to comply with the Cost Principles set forth in 2 CFR Subpart E. However, all fixed amount subgrants must be based on a reasonable estimate of actual cost.

B. Adjustments to 2 CFR 200.318-320 and 200.324-326—Procurement Standards

Subgrantees of fixed amount subgrants pursuant to the above exceptions are not required to comply with the Procurement Standards set forth in 2 CFR 200.318-320 and 200.324-326. All other Procurement Standards, i.e., 2 CFR 200.317, 200.321-200.323, and 200.327, remain as requirements.

C. Exceptions and Clarifications to 2 CFR 200.313—Equipment

Title to equipment acquired or improved under the fixed amount subgrant vests in the Subgrantee upon acquisition, subject to the following conditions and clarifications that apply for the duration of the Federal Interest Period:

1. Subgrantee must follow their existing commercial practices for managing equipment in the normal course of business and must use inventory controls indicating the applicable Federal interest and loss prevention procedures. This requirement is in lieu of the requirements contained in 2 CFR 200.313(d), pursuant to an exception from OMB. Subgrantees that do not have existing commercial practices for managing equipment in the normal course of business must comply with 2 CFR 200.313(d).
2. Subgrantee must comply with the use and equipment disposition requirements of 2 CFR 200.313(c)(4) and 313(e).
    a. Subgrantees acquiring replacement equipment under 2 CFR 200.313(c)(4) may treat the equipment to be replaced as "trade-in" even if the Subgrantee elects to retain full ownership and use over equipment. As with trade-ins that involve a third party, the Subgrantee will have to record the fair market

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

value of the equipment being replaced in its Tangible Personal Property Status Reports to the IBO and DOC to ensure adequate tracking of the Federal percentage of participation in the cost of the grant funded activities. The Subgrantee will also be responsible for tracking the value of the replacement equipment, including both the Federal and non-Federal share.

b. Subgrantee may sell, lease, or transfer equipment only after (a) securing the agreement of the successor or transferee to comply with these requirements and the acknowledgement of the successor or transferee of the Federal interest in the subject equipment, and (b) obtaining consent to the sale or transfer from NTIA. NTIA will provide additional information concerning the review and approval process for transactions involving BEAD-funded equipment, as well as real property, in subsequent guidance.

c. Subgrantee must notify the IBO and NTIA upon the filing of a petition under the U.S. Bankruptcy Code, whether voluntary or involuntary, with respect to the Subgrantee or any affiliate that would impact the Subgrantee's ability to perform in accordance with its subgrant.

D. Exception to 2 CFR 200.314--Supplies

Pursuant to an exception approved by OMB, the property standards set forth in 2 CFR 200.314 for supplies shall not apply to fixed amount grants.

E. Exception to 2 CFR 200.315--Intangible Property

Pursuant to an exception approved by OMB, the property standards set forth in 2 CFR 200.315 for intangible property shall not apply to fixed amount grants.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

ATTACHMENT B - ANNUAL FINANCIAL REPORT FOR NON-GOVERNMENTAL ENTITIES

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.

    a. There is no filing fee to do this.
    b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
    c. The E-1 electronical submission site is found at https://gateway.ifionline.org/login.aspx
    d. The Gateway User Guide is found at https://gateway.ifionline.org/userguides/E1guide
    e. The State Board of Accounts may request documentation to support the information presented on the E-1.
    f. Login credentials for filing the E-1 and-additional information can be obtained using the notforprofit@sboa.in.gov email address.

2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs

3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

ATTACHMENT C – BYRD ANTI-LOBBYING CERTIFICATION

Grant applicants who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting 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.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

The Subgrantee, Civil City of Auburn DBA Auburn Essential Services, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subgrantee understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Susan Geyer

Signature of Subgrantee's Authorized Representative

Susan Geyer, General Manager

Name and Title of Subgrantee's Authorized Representative

12/29/2025

Date

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

AUBURN ESSENTIAL SERVICES
260 333 0100 phone | 210 s Cedar St, 3rd Floor | PO Box 506 Auburn IN 46706 | connect@auburnessentialservices.net

ATTACHMENT D – PROTECTING THE BEAD PROGRAM FROM DEFAULTS CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. For the project awards described in each individual Exhibit and corresponding Appendix A to the Master BEAD Subgrant Agreement, City of Auburn, Electric Department, Essential Services Division (AES) and any of its affiliates will not require or accept any additional Federal funds to support a BEAD project1 during the BEAD subgrant agreement's period of performance, extended period of performance, or federal interest period; and

2. For the project awards described in each individual Exhibit and corresponding Appendix A to the Master BEAD Subgrant Agreement, City of Auburn, Electric Department, Essential Services Division (AES) and any of its affiliates will not accept any additional Federal broadband service subsidies2 for the project(s) and/or Broadband Serviceable Location(s) (BSL(s)) to be served by the subgrant during the BEAD subgrant agreement's period of performance, extended period of performance, or federal interest period, other than any such subsidies that were committed prior to the BEAD subgrant agreement. (This includes, but is not limited to, new operating expenses for any BEAD project(s) or BSL(s)).

I certify that the foregoing is true and correct.

Executed on this 15th day of June.

David E Clark, City of Auburn Mayor
210 E 9th St, PO Box 506
Auburn, IN 46706-0506

[1] 47 U.S.C. § 1702(a)(2)(K) (defining the term "project" as "an undertaking by a subgrantee under this section to construct and deploy infrastructure for the provision of broadband service").
[2] For purposes of this prohibition, a "Federal broadband subsidy" is defined as any Federal funds made available to subsidize the provision of broadband service. For example, Federal broadband service subsidies include, but are not limited to, any of the Universal Service Fund (USF) support mechanisms.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Exhibit 1 –Subaward Conditions and Statement of Work for Project Area IBO 1237

1. General Information.

General Information	
2 CFR 200.332(a)(1) Federal Award Identification.	
(i) Subrecipient name (which must match the name associated with its unique entity identifier);	[Civil City of Auburn DBA Auburn Essential Services]
(ii) Subrecipient's unique entity identifier;	UEI Number or CAGE Code: [QMYJXQMKU829]
(iii) Federal Award Identification Number (FAIN);	18-20-B297; UEI Number: LK34C47QFQC5
(iv) Federal Award Date;	11/15/2022
(v) Subaward Period of Performance Start and End Date;	Four years from Effective Date ("ED")
(vi) Subaward Budget Period Start and End Date;	Effective Date through Four years from ED
(vii) Amount of Federal Funds Obligated by this action by the pass-through entity to the Subrecipient (subaward funds);	[$21,673.35]
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation (subaward funds);	[$21,673.35]
(ix) Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity (subaward funds);	[$21,673.35]
(x) Federal Award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	This project will utilize a Federal Award to build broadband infrastructure for unserved and underserved locations. Subrecipient will deploy and install broadband to BEAD eligible locations in Appendix B in accordance with the terms and milestones set forth in this Exhibit 1 - Specific Award Conditions for Project Area IBO 1237.
(xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity;	Federal Awarding Agency: United States Department of Commerce National Telecommunications Information Administration Pass-Through Entity: Indiana Broadband Office Pass-Through Entity Contact Information: Megan Minor, Chief Broadband Officer email: MeMinor@iot.in.gov phone: 317-509-4363

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

(xii) Assistance Listing Number and Title;	Assistance Listing Number and Title: 11.035 – Broadband Equity, Access, and Deployment Program
(xiii) Identification of whether the award is R&D; and	This award does not support research and development (R&D).
(xiv) Indirect cost rate for the Federal Award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A
Match percentage and Match amount	[25.00%]; [$7,224.45]
Total Project Cost = (subaward funds + match)	[$28,897.80]

2. **Subaward Amount.** The IBO will provide the Subgrantee with subaward funds in the amount of **$21,673.35** ("Subgrant Funds" or "Subaward Amount") to deliver and maintain broadband to Project Area IBO 1237 ("Deployment Project") in accordance with applicable law and the State and federal conditions applicable to the BEAD Award and this Agreement. *Project Area* means the area designated by the Subgrantee in which Subgrantee will construct a broadband network to provide reliable broadband to residents and businesses listed in **Appendix B of this Exhibit 1**. The Project Area is depicted in the map in **Appendix A of this Exhibit 1**, attached hereto and incorporated herein.

3. **Fixed Amount Subaward and Milestone Payment Schedule.**
   A. This Subaward is issued as a Fixed Amount Subaward per 2 CFR 200.333. As such, the Subgrantee shall be responsible for all Project costs that exceed the amount of the Subgrant Funds. In the event the available Subgrant Funds are insufficient to satisfy all Project costs, the Subgrantee shall be responsible for fulfilling all of its obligations under the Grant Agreement.

   B. Record Keeping. Although there is no routine monitoring of the actual costs incurred by the Subgrantee under this Subaward, the Subgrantee must keep records of actual costs incurred and abide by the record retention requirements contained in 2 CFR 200.334 through 200.338 as well as the responsibilities of making records available for review during an audit.

   C. The IBO will disburse Subaward Funds after the Subgrantee's completion and verification of each milestone event detailed in **Appendix D of this Exhibit 1**, attached hereto and incorporated herein. Subgrantee will report on match expenditures as part of the disbursement request. For the avoidance of doubt, the level of match is not a precondition to reimbursement. The IBO may, at its reasonable discretion and for monitoring purposes only, request evidence of actual costs. Subgrantee further acknowledges that match shall be provided at the same general rate as the federal share and material failure to do so is a material breach of this Agreement. If, in the course of such monitoring activities, (a) the IBO identifies substantial misalignment between actual costs incurred by the Subgrantee and a reasonable estimate of actual costs for a particular milestone event and (b) Subgrantee cannot demonstrate that such misalignment is likely to be rectified by the completion of the Project, then the IBO may

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

restrict payment to actual costs incurred in connection with any milestone disbursement request made under the Grant Agreement.

D. Conditions Precedent to First Disbursement. The IBO shall not disburse any Subaward Funds prior to the Subgrantee's completion of Environmental and Historic Preservation ("EHP") reviews, EHP consultations and compliance with applicable environmental laws and regulations as detailed in Paragraph 8.A of Attachment A to the Grant Agreement.

4. Match Details.

A. The Subgrantee has budgeted a match in the amount of $7,224.45, which is 25.00% of the Total Project Cost. Notwithstanding anything to the contrary in the Grant Agreement, the Subgrantee's shall provide matching funds of at least 25% of the Total Project Cost. Before Subgrantee makes a change to its total approved match amount, Subgrantee shall request prior written approval from the IBO pursuant to 2 CFR 200.308(f)(7).

B. The Subgrantee's match (or cost share) toward the Total Project Cost shall be from the following sources[1], and in the amounts and percentages below:
   (1) City of Auburn DBA Auburn Essential Services/Private Funds; cash match at 25.00% for a total match of $7,224.45.

C. Verification of Match. Upon the completion of a project milestone and submission of a disbursement request related to the completion of such milestone, the Subgrantee shall provide a report showing the amount of matching funds expended as of the date of such disbursement request ***along with a legally binding attestation***, substantially in the form attached hereto as Appendix F. The report shall contain records verifying the match amount and shall include, as applicable, the source, amount, quantity, time, and delivery of each match service. For the avoidance of doubt and acknowledging Subgrantee's obligation set forth in Section 4.A above, Subgrant Funds shall be earned and payable upon achievement of the relevant milestone set forth in Appendix D.

D.
   (1) Cash Match. Examples of records verifying cash matches include:
      - Bank or financial statement, showing available and expended funding.
      - Receipts from disbursements.
   (2) In-Kind Match. Examples of records verifying in-kind matches include:
      - For volunteer services where the rate must not exceed fair market value, use federal tools such as the Bureau of Labor Statistics to determine wage rate information. To the extent feasible, record time as an organization would for paid labor, such as timesheets and timecards.
      - For reduced rates from consultants and other individuals, compare current charges against standard or set labor category rates.

[1] Match can be provided from the following sources: the Subgrantee; the Eligible Entity; Philanthropic Organization; Federal Regional Commission or Authority; Unit of Local Government; For-Profit Company; Utility Company; Regional Planning; Government Organization; Non-Profit Organization; Cooperative; or any combination of the above.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

- For facility in-kind matches, verify the amount against current mortgage statements or rental rates.

E. The Subgrantee agrees to abide by the cost sharing/match requirements of 2 CFR 200.306 by ensuring its matches are:
   (1) Verifiable from the records submitted to the IBO;
   (2) Not included as contribution for another Federal Award;
   (3) Necessary and reasonable to accomplish project or program objectives;
   (4) Allowable under subpart E of CFR 200.306;
   (5) Not paid by the federal government under another Federal Award, except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs. *See* the IIJA provision providing for such exceptions under 47 USC § 1702(h)(3)(B)(iii) and Section III.B.1 of the BEAD NOFO; and
   (6) In conformance to other provisions of 2 CFR 200.306, as applicable.

F. The Subgrantee shall retain records associated with its match towards the project cost through the life of the Subaward, grant closeout and records retention period set forth in 2 CFR 200.334 and Section 8.A of the Grant Agreement.

5. Scope of Work.

A. Project Description.
   (1) Grantee must, no later than four (4) years after receiving the Subaward, create a fully-functioning, commercially serviceable broadband network within the Project Area that meets all Project Completion Standards.
   (2) The Subgrantee, in deploying broadband infrastructure, must do the following:
      a. Acquire such Equipment as is necessary to install, create, and maintain the broadband network, and to construct and install its related facilities[2];
      b. Design, install, construct, test, maintain, and operate its broadband network; and
      c. Acquire all necessary real property interests or access rights to real property for the purpose of installing its transmission lines.

B. Project Completion Standards. The Subgrantee agrees and warrants that, upon completion of the Project as described in this Paragraph 5.A(1), the broadband network will comply with the following:
   (1) Project Area. The broadband network will provide broadband to the locations listed in **Appendix B of this Exhibit 1** in the area depicted in **Appendix A of this Exhibit 1**.
   (2) Locations Served in the Project Area. The network will service each of the residential and business locations (broadband serviceable location or BSL) listed in **Appendix B of this Exhibit 1**, attached hereto and incorporated herein (the "Project Locations"). The Subgrantee agrees that, upon completion, the network will serve the comprehensive list of Project Locations (whether residential or business) located within the Project Area at the service speeds specified below. Any modifications must be approved in writing by both parties. A Project Location is considered "served" if the Subgrantee can initiate service through a routine installation within ten (10)

[2] Facilities means a place or building used to construct, maintain, or operate a broadband network.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

business days of a request with no extraordinary monetary charges or delays attributable to the extension of Subgrantee's network. The Subgrantee may charge standard installation fees to subscribers on the BEAD-funded network but may not require subscribers to make modifications to their own or surrounding property or charge fees for the same in connection with installation of broadband services funded by this Subaward.

(3) Network Capabilities. Pursuant to 47 U.S.C. § 1702(g)(1)(A), the Subgrantee shall ensure that every Funded Network meets the criteria related to speed and latency and network outages outlined in the NOFO. *See* NOFO IV.C.2.a. and in the Performance Measures for BEAD Last Mile Networks Policy Notice[3] (an any future amendments).

a. Speed and Latency.

i. Broadband networks shall deliver broadband service to each of the Project Locations served with speeds of not less than one hundred (100) Mbps for downloads and twenty (20) Mbps for uploads. In addition, ninety-five percent (95%) of latency measurements during testing windows must fall at or below one hundred (100) milliseconds round trip time.

ii. Connections to Eligible Community Anchor Institutions, as defined in the BEAD NOFO, shall be capable of delivering service at speeds not less than one (1) Gigabit per second for uploads. The Subgrantee shall ensure that such connections can be used to provide business service data.[4]

iii. Subgrantees must demonstrate continued compliance with these standards by performing speed and latency tests from the subscriber premises of an active subscriber to a remote test server at an end-point consistent with the requirements for a Commission-designated IXP (FCC Designated Internet exchange point).[5]

b. Reliability and Resilience. The Subgrantee shall establish risk management plans that account for technology infrastructure reliability and resilience, including safeguards against natural disasters (e.g., wildfires, flooding, tornadoes, hurricanes, etc.), as applicable, as well as cybersecurity and SCRM best practices[6] that incorporate strategies for mitigating risks associated with natural disasters. The plans should reflect best practices and demonstrate preparedness for physical and digital disruptions.

c. Network Outages. The network's outages should not exceed, on average, forty-eight (48) hours over any three hundred sixty-five (365) day period except in the case of natural disasters or other force majeure occurrence. The Subgrantee shall ensure a prospective network is designed to meet this requirement. Developing a comprehensive outage management plan that includes preventive maintenance schedules, metrics for measuring outages, quick response teams for outage resolution, and clear communication channels for informing subscribers about

---

[3] At https://broadbandusa.ntia.gov/sites/default/files/2025-09/Performance_Measures_Policy_Notice.pdf

[4] The term "business data service" refers to the dedicated point-to-point transmission of data at certain guaranteed speeds and service levels using high-capacity connections. *See Business Data Services in an Internet Protocol Environment et al.*, WC Docket No. 16-143 *et al.*, Report and Order, 32 FCC Rcd 3459, 3463 para. 6 (2017).

[5] *See Performance Measures Reconsideration Order*, 34 FCC Rcd at 10114-16, paras. 17-19.

[6] *See*, e.g., National Institute of Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations,* NIST 800-161 Rev.1 and *Key Practices in Cyber Supply Chain Risk Management: Observations from Industry,* NIST IR 8276.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

outages and expected restoration times will meet this requirement. As applicable, the Subgrantee shall develop network designs that meet IBO metrics for measuring outages once the network is operational.

(4) Deployment Requirements.

a. Deployment Deadline. The Subgrantee must deploy broadband networks and start service to each prospective subscriber that desires it no later than four (4) years after the effective date of this Agreement.

b. Conduit Access Points. Any Project that involves laying fiber-optic cables or conduit underground or along a roadway must include interspersed conduit access points at regular and short intervals.

c. Covered Purchases. When deploying broadband networks, the Subgrantee may not purchase covered communications equipment[7] or support the People's Republic of China through purchasing fiber optic cable and optical transmission equipment manufactured there.

(5) Service Obligations.

a. Low-Cost Plans. The Subgrantee must offer at least one Low-Cost Broadband Service Option that is consistent with BEAD Program requirements ("LCSO") The LCSO must be made available to eligible subscribers[8] for the useful life of the network asset (i.e., the Federal Interest Period, which is ten (10) years after the year in which the subgrant for a project has been closed out or in the case of LEOs, a ten (10) year period of performance). The NTIA or the IBO may take corrective action, as set forth in Section 21 of this Grant Agreement, including recoupment of Subaward Funds from the Subgrantee, for non-compliance with the statutory low-cost plan requirement.

The Subgrantee's definition of a LCSO must detail:

i. All recurring charges to the subscriber, as well as any non-recurring costs or fees to the subscriber;

ii. The plan's basic service characteristics (download and upload speeds and latency; the LCSO must be at least 100/20 Mbps and <100ms latency);

iii. The plan's price and, as applicable, how the price will change over time;

iv. Whether the Subgrantee will define Eligible Subscriber more broadly than the RPN.

b. Access to Service. The Subgrantee shall provide access to broadband service to each subscriber served by the project that desires broadband service on terms and conditions that are reasonable and non-discriminatory.

i. The Subgrantee shall be able to initiate service at standard installation charges within ten (10) business days of a request from any prospective subscriber at a Project Location in the Project Area.

ii. For Low Earth orbit (LEO) Projects, the Subgrantee is required to provide all necessary consumer premises equipment (CPE) at no cost as part of the standard installation for each new subscriber at the BEAD-funded Location throughout the period of performance. This obligation is limited to no more than three (3) CPE per Location during the Period of Performance. If the Subgrantee plans to send CPE to the subscriber to self-install or use a third-

[7] Covered communications equipment or services are defined in section 9 of the Secure and Trusted Communications Networks Act of 2019 (47 U.S.C. 1608).

[8] Eligible Subscriber means any household seeking to subscribe to broadband internet access service that is eligible for the FCC's Lifeline Program. Lifeline eligibility criteria are defined in 47 CFR 54.409.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

party installer, the Subgrantee shall ensure the subscriber receive the CPE within ten (10) days.

c. Use of Funds. The Subgrantee shall use Subaward Funds in an equitable and nondiscriminatory manner. The Subgrantee further acknowledges and agrees that the IBO may recover Subaward Funds and/or terminate the Grant Agreement in the event of the Subgrantee's nonperformance as detailed in Section 21 of the Grant Agreement.

d. Public Notice.
   i. Once the broadband network has been deployed, the Subgrantee shall provide public notice, online and through other means, of that fact to the locations and areas to which broadband service has been provided and share the public notice with the IBO; and
   ii. The Subgrantee shall conduct public awareness campaigns in broadband network service areas to increase broadband adoption by highlighting the value and benefits of broadband internet access.

e. Cybersecurity and Supply Chain Risk Management. The Subgrantee shall comply with the Cybersecurity and Supply Chain Risk Management (SCRM) requirements detailed in Paragraph 22 of Exhibit A to the Grant Agreement.

f. Wholesale Rate. If the Subgrantee is no longer able to provide broadband service to the Project Locations covered by the Subaward at any time, the Subgrantee shall sell the network capacity at a reasonable, wholesale rate on a nondiscriminatory basis to other broadband service providers or public sector entities.

6. Reporting.

Subgrantee shall, for the duration of the Subaward, submit the reports discussed below.

After the conclusion of the period of performance, Subgrantee shall submit all reports consistent with 2 CFR 200.344.

The IBO may not make any changes to the requirements contemplated below, except as a result of (a) Subgrantee's nonperformance or (b) changes in BEAD Program rules or other applicable federal or state laws or regulations.

A. Semiannual Report.

The Subgrantee shall submit to the IBO a semiannual report on a semiannual basis for the periods ending June 30 and December 31. The Semiannual Report must be submitted no later than fifteen (15) days following the end of each reporting period. The Subgrantee must maintain sufficient records to substantiate all information below upon request. Each semiannual report shall:

(1) Describe each type of project carried out using the Subaward and the duration of the Subaward;

(2) Include a list of addresses or locations (including the Broadband Serviceable Location Fabric established under 47 U.S.C. 642(b)(1)(B)) that constitute the service locations that will be served by the broadband infrastructure to be constructed;

(3) Identify new locations served within each project area at the relevant reporting intervals, and service taken (if applicable);

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

(4) Identify whether each address or location described is residential, commercial, or a community anchor institution;
(5) Describe the types of facilities that have been constructed and installed;
(6) Describe the peak and off-peak actual speeds of the broadband service being offered;
(7) Describe the maximum advertised speed of the broadband service being offered;
(8) Describe the non-promotional prices, including any associated fees, charged for different tiers of broadband service being offered;
(9) Include any other data that would be required to comply with the data and mapping collection standards of the Commission under section 1.7004 of title 47, Code of Federal Regulations, or any successor regulation, for broadband infrastructure projects;
(10) Include Form SF-425 (Real Property Status Report) that meets the requirements described in DOC ST&Cs, Section A.01 for Real Property Status Reports;
(11) Describe delays in broadband-related projects that Subgrantee attributes to a state or local prohibition on using its preferred construction technique;
(12) Describe delays in broadband-related projects that Subgrantee attributes to state and/or local authorities failing to follow FCC rules regarding pole attachment timelines, rates, terms, and conditions for access to municipally owned poles and conduit for broadband projects;
(13) Identify Federal, State or local permit requests submitted;
(14) Detail Subgrant Funds and matching funds expended, in a manner consistent with the requirements of Paragraph 52.A of the General Terms and Conditions for the BEAD Program;
(15) Comply with any other reasonable reporting requirements determined by the IBO to meet the reporting requirements established by the Assistant Secretary; and
(16) Certify that the information in the report is accurate.

B. Close-Out Performance Report.
Final Performance Report. The Subgrantee must submit a final Performance Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance[9].

C. Financial Report.
The Subgrantee shall submit to the IBO a Performance Report on a semiannual basis for the periods ending March 31 and September 30. The Financial Report must be submitted no later than fifteen (15) calendar days following the end of each reporting period.
(1) The Subgrantee shall submit a Form SF-425 (Federal Financial Report) that meets the requirements described in the DOC ST&Cs, Section A.01 for Financial Reports.
(2) Final Financial Report. The Subgrantee must submit a final Financial Report to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance.

[9] *See* Section A.01.b.3 DOC ST&C.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

7. Project Monitoring.

A. Monitoring Activities. The IBO will monitor the Subgrantee's overall performance to ensure that the goals and objectives of the Subaward are achieved. Monitoring activities may consist of site visits, desk reviews and performance/financial report reviews.

B. Monitoring Plan. The monitoring plan will consist of:
   (1) Quarterly progress check-in meetings with the Subgrantee;
   (2) Review of Subgrantee's Financial and Performance reports that are required by the NTIA, the Grant Agreement, or any applicable laws and regulations;
   (3) Review of Subgrantee's audit results;
   (4) Site visits, if deemed necessary by the IBO and upon advance written notice to the Subgrantee; and
   (5) Review to ensure Subgrantee's compliance with applicable laws, the terms of the Grant Agreement and BEAD Program requirements.

C. The State may, pursuant to 2 CFR 200.332 and 200.208, change its monitoring plan, procedures or requirements at any time during the term of this Grant Agreement, including, but not limited to placing specific award conditions on this Subaward.

D. Corrective Action and Compliance Oversight. The IBO will take corrective action on all significant developments that negatively affect the Subaward. Significant developments include Single Audit findings related to the Subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact the Subgrantee's ability to meet the milestones or the objectives of this Subaward. When significant developments negatively impact the Subaward, the Subgrantee shall provide the IBO with information on its plan for corrective action and any assistance needed to resolve the situation.
   (1) Any corrective action plan under this Paragraph 7.D will:
      i. Identify the specific noncompliance or deficiency;
      ii. Define clear resolution steps and timelines;
      iii. Outline documentation required for remediation;
      iv. Establish consequences for failure to comply, consistent with the enforcement provisions in 2 CFR 200.339.
   (2) The IBO will monitor corrective action plans closely through scheduled follow-ups and additional oversight activities. The Subgrantee will receive guidance and tailored support throughout the process to promote timely resolution and sustained compliance.

E. Final Inspection. The Subgrantee shall provide notice of completion of the broadband infrastructure project and other construction activities when all construction has been completed, the architect/engineer has conducted its own final inspection, and any deficiencies have been corrected. The IBO will schedule the final inspection. Representatives of the IBO, the architect/engineer and the Subgrantee must attend the final inspection for the project.

8. Project Closeout

A. Closeout will be conducted on the timelines and in the manner set forth in 2 CFR 200.344.

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

B. The Subgrantee shall submit all reports (financial, performance, and other reports required by the Subaward) to the IBO no later than ninety (90) calendar days after the conclusion of the period of performance of the Subaward (or an earlier date as agreed upon by the IBO and Subgrantee).

C. The Subgrantee must liquidate all financial obligations incurred under this Subaward no later than ninety (90) calendar days after the conclusion of the period of performance of this Subaward (or an earlier date as agreed upon by IBO and Subgrantee).

D. The Subgrantee must promptly refund any unobligated funds that the IBO paid and that are not authorized to be retained. *See* OMB Circular A–129 and 2 CFR 200.346.

E. The Subgrantee must account for any "real property" and "equipment," in each case as defined in 2 CFR 200.1, acquired with Subaward Funds or received from the Federal Government in accordance with 2 CFR 200.310 through 200.313, 200.316 and 200.330.

F. Certification of Project Completion. The Subgrantee shall certify in writing to the IBO that the project was completed as agreed to in this Exhibit 1 to the Grant Agreement, or identify activities that were not completed, and that all expenditures were incurred in accordance with 2 CFR 200.403. If the required activities are completed in accordance with the terms and conditions of the Federal BEAD Requirements and this Grant Agreement, the Subgrantee is entitled to any unexpended funds.

9. Letter of Credit.

Prior to entering into the Grant Agreement, the Subgrantee shall obtain an irrevocable standby letter of credit ("LOC"), effective no later than the Effective Date of this Agreement, which shall be reasonably acceptable in all respects to the IBO and in a value of no less than 25% of the Subaward Amount. In addition, the Subgrantee shall provide the IBO an opinion letter from legal counsel clearly stating that in a proceeding under Title 11 of the United States Code, 11 USC § 101 *et seq*. ("Bankruptcy Code"), the bankruptcy court would not treat the LOC or proceeds of the LOC as a property of the Subgrantee's bankruptcy estate under Section 541 of the Bankruptcy Code.

10. Project Personnel.

A. Both IBO and Subgrantee have designated the following persons to serve as Project Manager to support effective communication between the Parties to report on the work's progress.

(1) For IBO: IBO Division Director (TBD); IndianaBroadband@iot.in.gov; phone: TBD

(2) For Subgrantee: Susan Geyer; skgeyer@ci.auburn.in.us

B. Written notice shall be provided to personnel at the email addresses set forth in this Paragraph 10 in the event of any change in Project Personnel.

11. Insurance.

A. Subgrantee must comply with the insurance requirements in 2 CFR 200.310. In

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

addition, the Subgrantee and its contractors shall secure and keep in force during the term of the Grant Agreement the following insurance coverages (if applicable) covering the Subgrantee for any and all claims of any nature which may in any manner arise out of or result from Subcontractor's performance under this Grant Agreement:

(1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Grant Agreement.

(2) Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

(3) Errors and Omissions liability with minimum liability limits of $1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Grant Agreement.

(4) Workers' Compensation insurance as required by state statute.

(5) Insurance Coverage reasonably sufficient to protect Grant funded property from theft, fire, vandalism, weather damage to materials, equipment, and the project itself during the build.

(6) Inland Marine Insurance reasonably sufficient to protect equipment acquired with Grant funds.

(7) Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets sufficient to satisfy the obligations under the Grant Agreement.

The Subgrantee shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Grant Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2.

B. The Subgrantee's insurance coverage must meet the following additional requirements:

(1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

(2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Subgrantee.

(3) The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Subgrantee in excess of the minimum requirements set forth above. The duty to indemnify the State under this Grant Agreement t shall not be limited by the insurance required in this Grant Agreement.

(4) The insurance required in this Grant Agreement, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

(5) The Subgrantee waives and agrees to require their insurer to waive their rights of

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Grant Agreement may be deemed a material breach of contract entitling the State to immediately terminate this Grant Agreement. The Subgrantee shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Grant Agreement.

12. Conditions Precedent to Grant Agreement Execution.

Before the Effective Date of this Grant Agreement, the Subgrantee shall provide the following documents to the IBO:

- FFATA information from Paragraph 27 of Attachment A to the Grant Agreement;
- Certificate of Insurance and all endorsements;
- Letter of Credit with an opinion letter from legal counsel or Performance Bond;
- Cybersecurity Risk Management Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Supply Chain Risk Management (SCRM) Plan referenced in Paragraph 22 of Attachment A to the Grant Agreement;
- Match details listing the match source, type of match, percentage of Total Project Cost, and dollar amount as required in Paragraph 4.B of this Exhibit 1;
- Appendix A to this Exhibit 1 – Map of Project Area IBO 1237;
- Appendix C to this Exhibit 1 – Budget for Project Area IBO 1237;
- Appendix E to this Exhibit 1 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO 1237;
- Appendix F to this Exhibit 1 – Form of Attestation to Accompany Disbursement Request;
- Byrd Anti-Lobbying Certification (Attachment C to the Grant Agreement); and
- Protecting the BEAD Program from Defaults Certification (Attachment D to the Grant Agreement). The NTIA may, at its discretion, publicly publish the signed certifications in Attachment D.

13. Specific Award Conditions – Environmental and Historic Preservation (EHP)/Permitting

A. Completion of Environmental Review.

The Subgrantee must comply with all applicable statutory environmental and historic preservation regulations and identify to the IBO and NTIA when a proposed infrastructure project may have potentially significant effects on the environment. The Subgrantee may not expend any federal BEAD funds other than for the limited permissible activities identified in General Terms and Conditions for NTIA BEAD Program Funds Section 13.E prior to the following:

- The completion of any review required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the Grantee, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA;

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

- The completion of reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, et seq.) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes;

- The completion of consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, et seq.), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, et seq.), as applicable; and

- Demonstration of compliance with all other applicable Federal, state, and local environmental laws and regulations.

Project implementation (site preparation, demolition, construction, ground disturbance, or any other project implementation activities) may not begin prior to the completion of the above activities. The Subgrantee must comply with all conditions placed on the grant funded activities as the result of environmental reviews and associated consultations as the result of NEPA or NHPA consultation or processes under other applicable laws — e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The allowable use of funds prior to beginning project implementation includes, but is not limited to, activities necessary for the completion of the following:

- Pre-construction planning, including collecting information necessary to complete environmental reviews;
- Applications for environmental permits;
- Studies including, but not limited to, Environmental Assessments (EA), wetland delineations, biological assessments, archaeological surveys, and other environmental reviews and analyses;
- Administrative costs;
- Pre-award application costs;
- Activities supporting consultations required under the NHPA, the Endangered Species Act, and the Clean Water Act;
- Limited, preliminary procurement, including the purchase or lease of equipment, or entering into binding contracts to do so; the purchase of applicable or conditional insurance; and/or funds used to secure land or building leases (including right-of-way easements).

If the Subgrantee undertakes unauthorized project activities in contravention of this Section, it proceeds at its own risk and may face de-obligation of funding.

B. Timely Provision of NEPA Documents and Permits.
The Subgrantee shall provide any information requested by the IBO or NTIA to support initial and ongoing compliance with environmental and historic preservation laws and regulations. Once consultation activities have been completed, the IBO will review all

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

documentation and determine sufficiency. Projects with potentially significant impacts to environmental or historic resources may face de-obligation of funding if impacts cannot be mitigated.

The Subgrantee must comply with all conditions placed on the grant funded activities as the result of NEPA or NHPA consultation or processes under other applicable laws—e.g., mitigation requirements, best management practices, or other measures necessary to reduce environmental impacts.

The Subgrantee shall notify the IBO within 24 hours upon receipt of any notices of foreclosure; requests for additional consultation received from the SHPO, THPO, Tribal representative, USFWS, or other consulting party; or notices of noncompliance received from consulting authorities or regulatory agencies.

The Subgrantee must notify the IBO of any change to the approved project scope that has the potential for altering the nature or extent of environmental or cultural resources impacts. Projects with such potential will be re-evaluated for compliance with applicable regulatory requirements.

C. Milestone Schedule for NEPA and Permitting
Before executing this Grant Agreement, the Subgrantee must provide the IBO a draft milestone schedule identifying environmental review and permitting activities, dependencies, and deadlines and describing how the Subgrantee proposes to meet timing requirements including, as required:

- The completion of any statutorily required reviews and consultations including, but not limited to, Endangered Species Act Section 7 and National Historic Preservation Act Section 106;
- The completion of NEPA, including the submission of Environmental Assessments (EAs) or Environmental Impact Statements (EISs) if anticipated; and
- Anticipated dates for any necessary federal permit applications, including application acceptance and permit decisions.

The IBO may stipulate the format of the NEPA and Permitting milestone schedule and, upon review, request revisions to reflect statutorily driven sequencing requirements.

The Subgrantee shall provide quarterly updates to the IBO on the status of its milestone progress under this Paragraph 13.C.

D. Unanticipated Discoveries.
Burial sites, human remains, and funerary objects are subject to the requirements of all applicable Federal, Tribal, state, and local laws and protocols, such as the Native American Graves Protection and Repatriation Act (NAGPRA), in addition to Section 106 of the NHPA. Subgrantee must notify the IBO and NTIA of inadvertent discoveries and potential impacts to these resources and identify and follow all applicable laws or protocols. Subgrantee should have an archaeologist who meets the Secretary of the Interior's Professional Qualification Standards monitor ground disturbance for grant

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

funded activities proposed in the vicinity of National Register eligible archaeological sites and suspected or known burials. If any potential archeological resources or buried human remains are discovered during construction, the Subgrantee must immediately stop work in that area, secure that area, and keep information about the discovery confidential, except to notify the IBO and NTIA and the interested SHPO, THPO, and potentially affected Tribes. Such construction activities may then only continue with the written approval of NTIA.

14. Deployment Scope Changes and Budget Modification.

Post-award changes shall be handled as set forth in Section 23 of the Grant Agreement and in accordance with then-current BEAD Program rules or guidance.

15. Access to Subgrantee's Records.

The Subgrantee acknowledges and agrees that the IBO has the right to collect any Project-related information from the Subgrantee or its subcontractors related to budgets, expenses, receipts, financial reports, and deployment milestones as set forth in more detail in the Grant Agreement.

16. Updated NTIA Guidance and Requirements.

The Subgrantee acknowledges and agrees that the IBO retains the right to update provisions of the Grant Agreement to align with updated NTIA guidance and requirements via a written amendment signed by the Subgrantee and the IBO.

17. Survival.

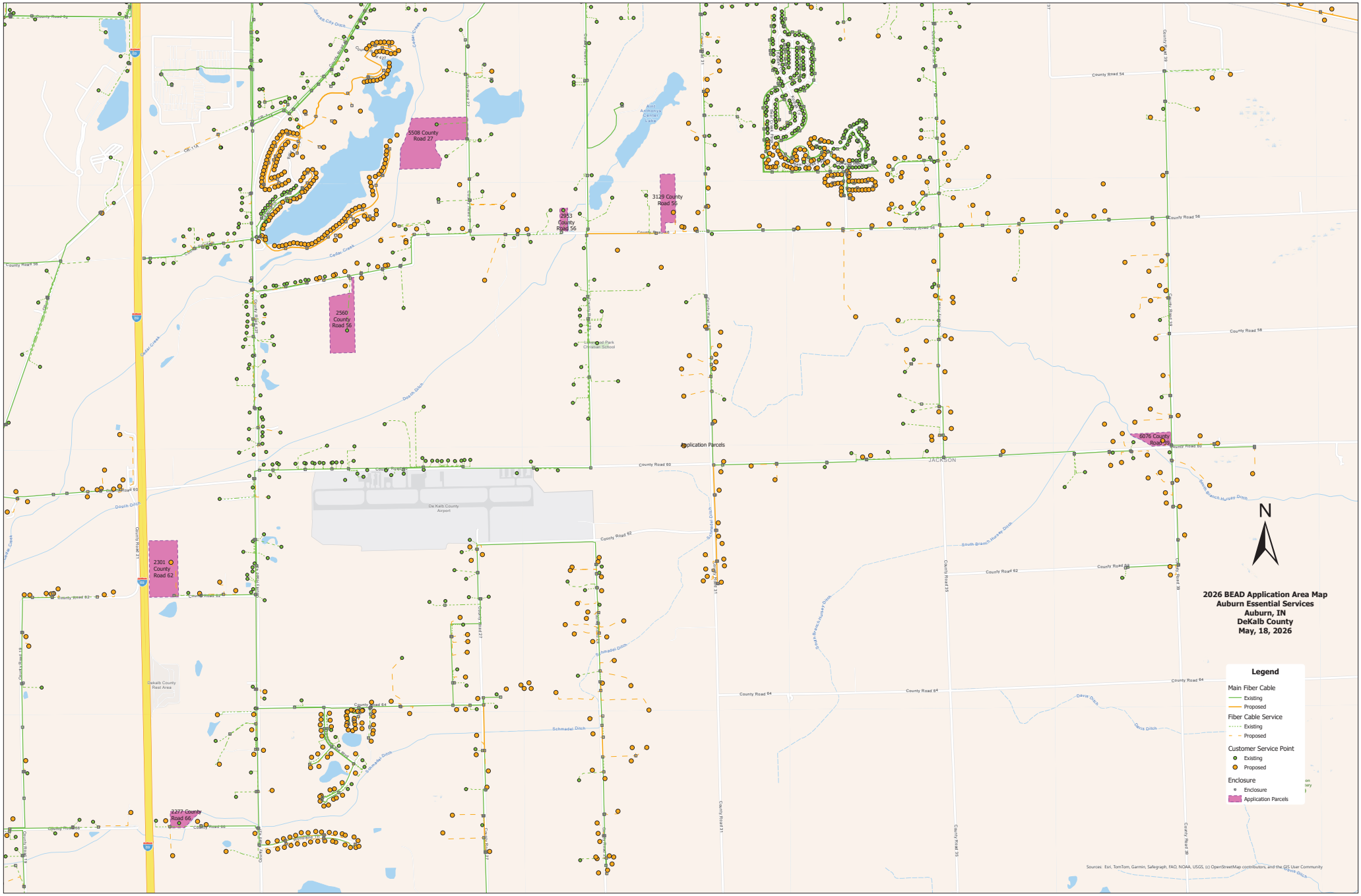
A. Any provision of this Grant Agreement that would reasonably be expected to be complied with or performed after the expiration or termination of this Grant Agreement shall survive the expiration or termination of this Grant Agreement and continue until the end of the Federal Interest Period.

B. The Subgrantee acknowledges and agrees that some terms shall remain an ongoing obligation of the Subgrantee through the Federal Interest Period. These ongoing terms include, but are not limited to, the following provisions:

- Paragraph 17 of Attachment A – Affordability and Low-Cost Plans
- Paragraph 32 of Attachment A – Encumbrances
- Paragraph 33 of Attachment A – Recordation of the Federal Interest in BEAD – funded Property
- Paragraph 43.C of Attachment A – Exceptions and Clarifications to 2 CFR 200.313 - Equipment
- Paragraph 5.B(1) of Exhibit 1 – Project Area
- Paragraph 5.B(2) of Exhibit 1 – Project Locations
- Paragraph 5.B(3) of Exhibit 1 – Network Capabilities
- Paragraph 5.B(4)b of Exhibit 1 – Conduit Access Points
- Paragraph 5.B(4)c of Exhibit 1 – Covered Purchases
- Paragraph 5.B(5)a of Exhibit 1 – Low-Cost Plans
- Paragraph 5.B(5)b of Exhibit 1 – Access to Service
- Paragraph 5.B(5)e of Exhibit 1 – Cybersecurity and SCRM
- Paragraph 5.B(5)f of Exhibit 1 – Wholesale Rate

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Appendix A to Exhibit 1 – Map of Project Area IBO-1237


5508 County Road 27
3129 County Road 55
2953 County Road 56
2560 County Road 56
2301 County Road 62
2277 County Road 66
6076 County Road 39
Application Parcels
JACKSON
De Kalb County Airport
Dekalb County Rest Area
Cedar Creek
Dosch Ditch
Schmadel Ditch
South Branch Hussey Ditch
Davis Ditch
County Road 54
County Road 56
County Road 58
County Road 60
County Road 62
County Road 64
County Road 66
County Road 27
County Road 31
County Road 35
County Road 39
N
2026 BEAD Application Area Map
Auburn Essential Services
Auburn, IN
DeKalb County
May, 18, 2026
Legend
Main Fiber Cable
Existing
Proposed
Fiber Cable Service
Existing
Proposed
Customer Service Point
Existing
Proposed
Enclosure
Enclosure
Application Parcels
Sources: Esri, TomTom, Garmin, Safegraph, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Appendix B to Exhibit 1 – List of Locations in Project Area IBO-1237

City of Auburn IBO-1237 Location List

7 locations

ID	Location ID	Is CAI	Technology	Upload	Download
c3e6f3243b02c8b12a94f271876c06f7	1051617892	No	Fiber	8000	8000
5d631b3e35298efd52123310d9c8eb6b	1051626186	No	Fiber	8000	8000
6f61779e4065f108ecfddacf66a0bccf	1051617915	No	Fiber	8000	8000
adc855c42a3a1d3810e150b992095c29	1051620004	No	Fiber	8000	8000
5d1adb99a1aa8d479ef63fba0c8e729d	1051627411	No	Fiber	8000	8000
bf678f21e26b4c6d57fc59ae2ad99662	1051619999	No	Fiber	8000	8000
9fc89781591672aececfbeb05e13e66d	1051619946	No	Fiber	8000	8000

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Appendix C to Exhibit 1 – Budget for Project Area IBO-1237

Cost Item	Description	Category	Total Cost	Grant Funds Requested	Match Funds
1	DSM Construction of Mainline	Construction Services	$28,097.10	$21,273	$6,824.10
2	Plant Materials See List	Outside Plant, Towers, and Poles	$800.70	$400.35	$400.35

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Appendix D to Exhibit 1 – Disbursement Schedule for Project Area IBO-1237

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
0.5. Full execution of the Grant Agreement.	5%	5%
1. Complete EHP Reviews and demonstrate compliance with all applicable environmental laws: • Complete any and all review(s) required under the National Environmental Policy Act of 1969 (42U.S.C. 4321, et seq.) (NEPA), and issuance by NTIA and the IBO, as required, of a Categorical Exclusion (Cat Ex) determination, Record of Environmental Consideration (REC), Finding of No Significant Impact (FONSI), or Record of Decision (ROD) (hereinafter "decision documents") that meets the requirements of NEPA; • Complete reviews required under Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 300101, *et seq.*) (NHPA), including any consultations required by Federal law, to include consultations with the State Historic Preservation Office (SHPO), and Federally recognized Native American tribes; • Complete consultations with the U.S. Fish and Wildlife Service (USFWS) or the National Marine Fisheries Service (NMFS), as applicable, under Section 7 of the Endangered Species Act (16 U.S.C. 1531, *et seq.*), and/or consultations with the U.S. Army Corps of Engineers (USACE) under Section 404 of the Clean Water Act (33 U.S.C. 1251, *et seq.*), as applicable; and • Demonstrate compliance with all other applicable Federal, state, and local environmental laws and regulations;	5%	10%

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Milestones Subgrantee must submit a disbursement request no less than every 6 months	**Disbursement (% of Subaward)**	**Cumulative Disbursement (% of Subaward)**
2. Complete a high-level design for the Project so that Subgrantee can apply for necessary permits.	15%	25%
3. Serve 10% of Project Locations.	10%	35%
4. Serve 35% of Project Locations.	15%	50%
5. Serve 50% of Project Locations.	15%	65%
6. Serve 65% of Project Locations.	10%	75%
7. Serve 90% of Project Locations.	15%	90%
8. Serve **100%** of Project Locations. AND Complete Final Inspection and Project Closeout requirements.	10%	100%

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Appendix E to Exhibit 1 – Environmental and Historic Preservation (EHP) Milestone Schedule for Project Area IBO-1237

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Sample Subgrantee Activities	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13
PROJECT DESIGN – Consistent with IBO BEAD EHP Readiness Expectations													
Obtain qualified expertise for NEPA, NHPA Section 106, and ESA Section 7 compliance	X	X											
Finalize ~75% project design including fiber routing, mapping, and permit identification		X	X	X									
Submit project overview and EHP readiness materials to IBO/NTIA for Final Proposal inclusion			X										
TRIBAL COORDINATION – NTIA-Led, IBO-Supported Process													
Provide NTIA-required project information to initiate Tribal notification			X										
Respond to Tribal inquiries and consultation requests in coordination with NTIA				X	X								
PERMITS & AUTHORIZATIONS – IBO Requires All Approvals Prior to Construction													
Conduct pre-application meetings with federal, state, and local permitting agencies			X	X									
Complete ESA Section 7 review using IPaC and supporting documentation				X	X	X							
Complete NHPA Section 106 review including SHPO consultation and concurrence					X	X	X	X					
Secure all required federal, state, and local permits and approvals						X	X	X	X				
NEPA DOCUMENTATION – Aligned with IBO and NTIA Approval Timelines													
Prepare and submit NEPA documentation (CATEX or EA) to NTIA via IBO coordination				X	X	X	X						
Address NTIA/IBO comments and receive Notice to Proceed for construction						X	X	X					
CONSTRUCTION & COMPLIANCE – EHP Conditions Enforced													
Begin construction following NTIA authorization and IBO concurrence								X	X	X	X	X	
Post-construction restoration, monitoring, and EHP closeout documentation										X	X	X	X

Docusign Envelope ID: 531B15CC-86A8-816E-82ED-8F0FBC64BAEA

Appendix F to Exhibit 1 – Form of Attestation to Accompany Disbursement Request

I, [Officer Name], in my capacity as the [Title] of [Subgrantee], and not personally, hereby certify that the information regarding the matching funds provided by [Subgrantee] in connection with [Subgrantee]'s BEAD subaward provided herewith is complete and accurate, to the best of my knowledge.

_____

[Officer Name]

[Title], [Subgrantee]

[Date]