

**NBEAD DPA [#] SUBGRANT  
BETWEEN  
NEBRASKA BROADBAND OFFICE  
AND**

**[SUBGRANTEE NAME (per SAM.gov registration)]**

This federal funds subgrant agreement, including any addenda and attachments (collectively, "Subgrant") is entered into by and between the Nebraska Broadband Office ("NBO") and [Subgrantee Name (match above)] ("Subgrantee").

**PURPOSE:** The purpose of this subgrant is to support deployment of a broadband infrastructure network and the provision of qualifying broadband service to end users in the Defined Project Area (DPA) specified above.

**RFA:** This agreement is the result of a competitive Request for Applications (RFA), Nebraska Broadband Equity, Access, and Deployment (NBEAD), published on [date].

**RESEARCH:** This subgrant does not involve research and development. See 2 CFR § 200.87 or 45 CFR § 75.2.

**1. DURATION.**

1.1 **TERM.** This Subgrant is in effect from the date of full execution or the beginning of the Period of Performance, whichever is later, until the end of the Period of Performance. If there are multiple Periods of Performance, this Subgrant ends at the latest Period of Performance.

1.1.1 NBO may, in its sole discretion, exercise its option to renew this subgrant for one (1) additional one (1) year period if Subgrantee demonstrates to NBO that they (a) have a specific plan for use of the grant funds, with project completion expected by a specific date of not more than one (1) year after the four (4) year deadline; or (b) the construction project is underway; or (c) extenuating circumstances require an extension of time to allow the project to be completed.

1.2 **PERIOD OF PERFORMANCE.** The Period of Performance of this Subgrant is set forth in Attachment 1.

1.3 **TERMINATION NOTICE PERIOD.** This Subgrant may be terminated in accordance with Addendum A. If Subgrantee terminates this Subgrant, it shall provide notice thirty (30) days prior to the effective date of termination.

**2. PAYMENT TERMS AND STRUCTURE.**

2.1 **TOTAL SUBGRANT.** For the Project Description specified herein, NBO awards the total amount of funds as set forth in Attachment 1.

2.2 **PAYMENT STRUCTURE.** Payment shall be structured as follows:

2.2.1 As consistent with all applicable federal statutes, regulations, and policies, NBO shall reimburse Subgrantee for its costs to perform the project described herein, as consistent with the terms set forth herein.

2.2.2 Subgrantee shall submit reimbursement requests to NBO at least quarterly, as detailed in Attachment 5.

- 2.2.3 *Final Invoice and Spend Date.* The dates for final invoicing and finalizing and spending of the funds awarded under this Subgrant are set forth in Attachment 1. Failure to meet these deadlines may result in NBO disallowing costs or taking any other reasonable remedy, as provided herein.
- 2.3 AWARD OF FUNDS.
- 2.3.1 *Initial Funding.* The initial funding for this Subgrant is set forth in Attachment 1.
- 2.3.2 *Additional Funding.* NBO may, subject to available funding, award additional funding to the Subgrantee under the terms of this Subgrant, without a written amendment by issuing an “Award of Additional Funds.” Any “Award of Additional Funds” will supersede Attachment 1 and must: (1) be provided, in writing, to the individual in the Notices section, below; (2) include any additional or updated information required by 2 CFR § 200.331 or 45 CFR § 75.352 or other applicable law or regulation; (3) contain any allowable extension of the Period of Performance; (4) modify any terms related to the funds being added, including final dates for invoicing and finalizing/spending; and (5) be signed by the designated NBO Awarding Official. Any attached budget will supersede the previously approved budget attached to the Subgrant. Additional funds may also be awarded in an amendment executed by both parties.
- 2.3.3 *Funding Updates.* NBO may also update or modify the information contained in Attachment 1 without a written amendment. Should funding information required to be provided to the Subgrantee by 2 CFR § 200.331 or 45 CFR § 75.352, other than the total amount of funds awarded, change during the course of this Subgrant, NBO shall issue an “Award of Funds – Funding Update.” Any “Award of Funds – Funding Update” shall supersede Attachment 1 and may also be used to extend the Period of Performance and modify any terms related to the funding, such as final dates for invoicing and finalizing/spending. Funding information may also be updated in an Award of Additional Funds or an amendment executed by both parties.
- 2.4 BUDGET CHANGES. The Subgrantee is permitted to reassign funds from one line item to another line item within the approved budget (Attachment 4). If funds are reassigned between line items, prior approval from NBO is required for cumulative budget transfer requests for costs exceeding ten percent (10%) of the current total approved subgrant budget or those that would require the addition or deletion of a line item. Budget revision requests shall be submitted in writing to NBO. NBO will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.
- 2.5 MATCH. Subgrantee shall provide matching funds as described in the approved Project Plan and Budget, as specified in Attachment 2 and Attachment 3 to this Subgrant. Payments made under this Subgrant shall be proportional to the amount of match committed by the Subgrantee.
- 2.6 PROGRAM INCOME. Per the December 26, 2023 *BEAD Policy Notice Uniform Guidance Exceptions Adjustments Clarifications*, in the case of subgrants whose major purpose is a broadband infrastructure project, NBEAD subgrantees may retain program income without restriction. As a result, subgrantees may retain program income, such as income derived from the servicing and use of supported networks and connections (e.g., wholesale revenues, end-user subscription revenues, etc.), for profit. This additional flexibility for the use of program income does not change the federal BEAD Program’s, and therefore the State’s NBEAD program’s, prohibition on claiming profit and fees as allowable costs.

Subgrant #

Subgrantee budgets thus may not include profit, fees, or similar charges. Subgrantees will be required to track and report on Program Income to NBO in quarterly project reports.

**3. PROJECT DESCRIPTION**

- 3.1 THE SUBGRANTEE has agreed to design and install the broadband infrastructure project defined in Subgrantee’s approved application materials, in the specified DPA, as described in the project plan (Attachment 2) and spend funds as described in the project budget (Attachment 3) and within the parameters set forth in the Request for Applications (Attachment 4).
- 3.2 NBO has agreed to do the following:
  - 3.2.1 Provide forms and formats for use in completing quarterly reporting.
  - 3.2.2 Provide technical assistance, either directly or through a contractor, to Subgrantee as needed.
  - 3.2.3 Collaborate with Subgrantee on groundbreaking and project completion events.
- 3.3 REPORTING REQUIREMENTS. The Subgrantee will be responsible for reporting to NBO on a quarterly basis during the period of performance and at least annually during the federal interest period in accordance with deadlines established by Attachment 5.
- 3.4 PROGRAMMATIC CHANGES. The Subgrantee may request, in writing, approval of changes in the allowable activities set forth in the Project Description or any attachments incorporated therein. Changes must be approved, in advance and in writing, by NBO. Any changes must be within the scope of the original Subgrant Project Description, as determined by NBO.

**4. ADDENDA**

- A. NBO General Terms & Assurances
- B. NBO Insurance Requirements

**5. ATTACHMENTS**

- 1. Award of Initial Funds
- 2. Project Plan
- 3. Budget
- 4. Request for Applications
- 5. Reporting Schedule
- 6. Broadband Serviceable Locations to Be Served

**Commented [DL1]:** This will be Table II from the PA

**6. NOTICES**

- 6.1 Notices shall be in writing and shall be effective upon mailing. Unless otherwise specified herein, all notices, reporting requirements, and other communications concerning this Subgrant shall be sent to the following individuals and addresses.

**Broadband Grant Manager:**

Name  
Address  
City, state, zip+4  
Phone  
Email

**For Subgrantee:**

Subgrantee’s Contact  
Address  
City, state, zip+4  
Phone  
Email

Subgrant #

6.2 Either party may change the individual to be noticed under this section via letter to the other party sent by U.S. Mail, postage prepaid, or via email.

**7. SIGNATURES AND CERTIFICATION**

7.1 EXECUTIVE COMPENSATION REPORTING REQUIREMENT. At the time of execution of this Subgrant, Subgrantee must notify NBO, in writing, if it is required to report executive compensation pursuant to the Federal Funding Accountability and Transparency Act, Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252, and associated regulations at 2 CFR §§ 170 et seq. This is required for Subgrantees who receive \$25,000,000 or more in annual gross revenue in federal contracts, subcontracts, grants or subgrants, and meet the other regulatory criteria listed in those sections. If Subgrantee meets these criteria, it must indicate "YES" below and fill out the executive compensation disclosure attachment (see Attachments, above). Subgrantee shall notify NBO immediately if funding it receives changes such that it must report salaries under this requirement.

In your business or organization's most recent completed fiscal year, did its business or organization receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Subgrantee's response (circle one and initial):      Yes      No      Initials: \_\_\_\_\_

If you answered "yes," does the public have access to information about the compensation of the executives in the Subgrantee's business or organization (the legal entity to which the UNIQUE ENTITY ID it provided belongs) 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?

Subgrantee's response (circle one and initial):      Yes      No      Initials: \_\_\_\_\_

If you answered "no," provide the names and compensation of your five (5) most highly compensated employees:

Name: \_\_\_\_\_ Annual Compensation: \_\_\_\_\_  
Name: \_\_\_\_\_ Annual Compensation: \_\_\_\_\_  
Name: \_\_\_\_\_ Annual Compensation: \_\_\_\_\_  
Name: \_\_\_\_\_ Annual Compensation: \_\_\_\_\_  
Name: \_\_\_\_\_ Annual Compensation: \_\_\_\_\_

7.2 SIGNATURES.

**FOR SUBGRANTEE:**

*In witness hereof, I hereby execute this Subgrant; I acknowledge the terms on the funding contained in this Subgrant; certify as provided above; and further certify that I have authority to legally bind the Subgrantee to this Subgrant.*

\_\_\_\_\_

Subgrant #

Subgrantee's contact signature  
Subgrantee [match above]

Date

**NBO Awarding Official:**

*In witness hereof, I hereby execute this Subgrant and authorize the funds included in Attachment 1 to be awarded to the Subgrantee, subject to the conditions contained in this Subgrant. I further certify that I have the authority to legally bind NBO to this Subgrant.*

\_\_\_\_\_  
Signature

Patrick Haggerty, Director  
Nebraska Broadband Office  
700 South 16<sup>th</sup> Street  
Lincoln, NE 68508

\_\_\_\_\_  
Date