

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
OFFICE OF STATEWIDE BROADBAND
BROADBAND, EQUITY, ACCESS, and DEPLOYMENT (BEAD)**

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1. "BEAD Program" – The Broadband Equity, Access, and Deployment Program administered by the National Telecommunications and Information Administration (NTIA) under the Infrastructure Investment and Jobs Act.
2. "NTIA" – The National Telecommunications and Information Administration, U.S. Department of Commerce.
3. "OSB" – The Maryland Office of Statewide Broadband, Department of Housing and Community Development.
4. "Letter of Credit" (LOC) – An irrevocable standby letter of credit from a U.S. bank acceptable to OSB, equal to 100% of the award amount or an OSB-approved alternative amount.
5. "Performance Bond" – A surety bond acceptable to OSB that guarantees completion of the project in accordance with this Agreement.
6. "Fixed Amount Subaward" – An award in which payments are based on the achievement of specific milestones rather than the actual cost incurred.
7. "Milestone" – A specific, measurable construction or compliance objective under this Agreement that must be achieved for payment release.
8. "Final Closeout" – The process by which OSB accepts all deliverables, verifies completion, and releases final payment.
9. "RPN" – The NTIA BEAD Restructuring Policy Notice dated June 6, 2025.
10. "Minimum Network Requirements" -- means a minimum internet connectivity of 100 Mbps download speed and 20 Mbps upload speed with a maximum latency of 100 milliseconds measured at the served subscribers' location for broadband serviceable locations and a minimum download and upload speed of 1 Gbps.

Maryland BEAD Draft Subgrantee Agreement

This draft Subgrantee Agreement is provided for public review to meet NTIA requirements. It incorporates federal, NTIA, and BEAD program requirements based on the Infrastructure Investment and Jobs Act (IIJA) and the NTIA BEAD Restructuring Policy Notice. This draft is intended for informational purposes only and is subject to change pending further legal review, NTIA feedback, and finalization by the Maryland Office of Statewide Broadband (OSB).

1. Parties

This Subgrantee Agreement ("Agreement") is entered into by and between the Maryland Office of Statewide Broadband ("OSB") and the Subgrantee identified in Exhibit A. The Agreement

establishes the terms and conditions under which the Subgrantee will receive a fixed amount subaward under the Broadband Equity, Access, and Deployment (BEAD) Program.

2. Authority and Funding Source

This Agreement is issued under the authority of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, and the National Telecommunications and Information Administration's (NTIA) Broadband Equity, Access, and Deployment (BEAD) Program. All terms and requirements of the BEAD Notice of Funding Opportunity (NOFO) and the BEAD Restructuring Policy Notice (RPN) are incorporated herein by reference.

3. Award Type

This is a fixed amount subaward, as authorized under 2 CFR 200.201(b). Payments will be tied to achievement of specific milestones, with verification required before payment is released. The total award amount and payment schedule are set forth in Section 4.

4. Fixed Amount Milestone Payment Schedule

For terrestrial broadband networks requiring project-specific construction activities:

1. Mobilization & Pre-Construction (10%)

- - Execution of Subgrantee Agreement.
- - Final engineering design approved by OSB.
- - All permits, licenses, and rights-of-way obtained.
- - Fabric ID list and construction schedule submitted.
- - Field verification of readiness by OSB.

2. 40% Buildout Completion (25%)

- - 40% of locations constructed, lit, and ready for service.
- - Interim progress report submitted.
- - Field verification of completed locations and operational status by OSB.

3. 80% Buildout Completion (25%)

- - 80% of locations constructed, lit, and ready for service.
- - Updated milestone verification submitted.
- - Interim progress report submitted.
- - Field verification of completed locations and operational status by OSB.

4. 100% Buildout Completion (20%)

- - All locations constructed, lit, and ready for service.
- - Certification that network meets BEAD performance standards.
- - Final location list verified.
- - Field verification of completed locations and operational status by OSB.

5. Final Closeout & Retainage (20%)

- - Submission of final report and performance test results (speed, latency, reliability).
- - FCC Broadband Data Collection (BDC) reporting completed.
- - OSB acceptance of all deliverables.
- - Field verification of final system performance and documentation.

Once a milestone is reached, payments are made after review of the next quarterly report.

For project requiring no project-specific construction activities:

Per-subscriber payments are made for net subscriber additions after each quarterly report.

5. Compliance with Federal, NTIA, and BEAD Requirements

The Subgrantee shall comply with all applicable requirements of the BEAD NOFO, the BEAD Restructuring Policy Notice, 2 CFR 200 (Uniform Guidance), and all federal cross-cutting requirements, including but not limited to: Civil Rights laws, environmental and historic preservation requirements, labor standards, audit and record retention, and reporting obligations. Specific certifications and acknowledgments are attached as Exhibits.

THIS BROADBAND, EQUITY, ACCESS, and DEPLOYMENT (“BEAD” or the “Program”) GRANT AGREEMENT (“Agreement”) is entered into as of the Effective Date (as defined herein) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (the **“Department”**), a principal department of the State of Maryland (**“State”**) and _____ (the **“Grantee”**), The Department and the Grantee are each a **“Party”** and may collectively be referred to as the **“Parties”**.

RECITALS

This Agreement is issued pursuant to the State’s appropriation to the Office of Statewide Broadband (the **“Office”**) of funding received from the United States NTIA BEAD program. This federal funding is the sole source of funds for the Program. Therefore, the award made herein is subject to all applicable rules, regulations, and guidance issued by the NTIA BEAD program (the **“Regulations”**).

Grantee has submitted an application or applications (collectively, the **“Application”**) to the Department, the summary Application Form of which is attached hereto as **Exhibit A**. The remainder of the Application is incorporated into Exhibit A by reference. The Application describes a plan for financing the construction of facilities to connect a presently unserved, difficult to reach premise to an existing broadband network, through funding available under the Program.

In reliance upon the statements, representations, and certifications contained in the Applications, the Department has approved a grant award to Grantee.

The provisions of the collectively, the **“Program Guides”**) are hereby incorporated into this Agreement as if fully restated herein.

“Effective Date” means the date that this Agreement is executed by the Department.

Draft AGREEMENT

IN CONSIDERATION of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Grant.

- a) The Department will provide Grantee with funds not to exceed [REDACTED] **Million Dollars (\$X,XXX,XXX.00)** (the “**Grant**”) to be used as described below.
- b) Grantee must use the Grant to carry out the approved activities described in the attached Exhibit A only for eligible unserved location(s) (the “**Project**”) approved by the Office. Grantee agrees that it will use the Grant and construct the Project in accordance with the provisions of this Agreement.
- c) Grantee acknowledges that the Project must achieve Minimum Network Requirements as specified in NTIA’s BEAD NOFO, NTIA’s BEAD RPN, and OSB’s NOFO application guide.

2) Expenditure of Grant Funds.

Grant Expenditures and Eligible Uses

Grantee must expend the Grant in accordance with the budget set forth in Exhibit A and the eligible uses set forth in the applicable BEAD NOFO, Final Proposal, and all applicable federal and state regulations. Grant-eligible expenses include capital costs and capital expenses related to the installation or extension of facilities necessary to deploy broadband service meeting the BEAD Minimum Network Requirements to eligible unserved or underserved locations. All grant-eligible capital expenditures must be for new, non-depreciated items and electronic equipment necessary to deliver service (including equipment shelters, wireless radio or access points, and antenna), and other capital costs directly necessary to provide broadband service to an end user at the eligible locations.

For projects requiring no project-specific construction activities, per-subscriber payments will be made for net subscriber additions after each quarterly report.

No asset purchased with the Grant may be sold or given away except to the extent permitted by the Regulations.

Grantee acknowledges that funds provided by the Department under this Agreement must not be used for middle mile infrastructure, acquisition of spectrum licenses, personal equipment or non-connected accessories (e.g., hot spots, laptops, cases, mouse pads, cable clips, laptop bags, tablet stands, wall mounts, charging stations); mobile phones, including smartphones; nor technical support, maintenance costs, or separate costs for warranties and protection plans. Funds also may not be used for any operating expenses.

Grantee acknowledges that ownership of the equipment purchased with this Grant must be maintained by Grantee or its partner ISP in accordance with the Regulations.

Grantee may not expend more than the amount allocated for any category in a Project Budget without the

written consent of the Director of the Office.

3) Commencement and Completion of the Project; Field Review during Construction; Changes.

- a) Grantee must commence the Project on or prior to xxx (“**Commencement Date**”).
- b) Grantee must complete the Project no later than xxx (“**Completion Date**”).
- c) The Department, its agents, and its employees must be allowed to field review the Project during construction and upon completion, upon ten (10) calendar days’ notice to Grantee. Grantee will bear no responsibility for the State’s costs associated with such field review (e.g. hourly wages for Department personnel, travel expenses for Department personnel to Project sites) and Department personnel will comply with all safety protocols at Project sites.
- d) The Director of the Office must approve, in writing, all modifications to the scope of work of the Project as well as any modification to the Completion Date or any submission deadlines contained herein. Such changes will not require a formal amendment to this Agreement, so long as they are approved in writing by the Director and do not cause the Grant to exceed the not to exceed amount in Paragraph 1.
- e) Grantee must ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits, licenses, and permissions.
- f) On or before the Completion Date, Grantee must obtain all certifications, licenses, permits, and approvals necessary for the Grantee to complete its obligations with respect to the Project, including all requirements necessary to operate the Project.

4) Other Funding; Matching Funds Requirement.

- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive additional funds for the Project; (ii) have written commitments to receive additional funds for the Project; or (iii) have already received additional funds for the Project (collectively, the “**Other Funding**”). As **Exhibit D** to this Agreement, Grantee must provide a listing of all such Other Funding, which briefly describes the source of said funds, and where the source is other than the Grantee, must also provide a letter from the source of funds confirming the availability of the funds and setting forth any special conditions or restrictions on their use.

Upon request, Grantee must provide the Office with information and documentation in forms acceptable to the Office regarding the Other Funding. Such information and documentation must include, but not be limited to, information concerning Grantee's receipt and expenditure of the Other Funding.

Grantee is required to contribute a match towards the Project that is a minimum [redacted] percent ([redacted]%) of the total eligible capital construction costs to be funded by the Grant (the “**Match**”). The Match must be available cash; in-kind contributions are not permitted to be used towards the Match. Any exception to this Match requirement must be confirmed in writing by the Director of the Office prior to disbursement of the Grant.

In the event the Office determines, in its sole reasonable discretion, that all or any portion of the Other Funding or Match are not available, are not going to be disbursed to Grantee for any reason, or that Other

Funding received by Grantee have not been properly expended, the Department may declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.

Records, Inspections and Reports.

This Section will survive the term of this Agreement.

a) Records.

- i) Grantee must maintain accurate financial records of all transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, “**Records**”). The Records must be in a form acceptable to the Department and sufficient to support the State’s production of evidence of compliance with NTIA’s regulations implementing that section, and related guidance issued by NTIA. Grantee must retain the Records for five (5) years following the date of final disbursement of the Grant.
- ii) Grantee must make the Grantee’s administrative offices, its personnel, whether full-time, part-time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of five (5) years following the date the Department approves final disbursement of the Grant. The Grantee must permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department.

b) Inspections. During the term of this Agreement and for a period of up to five (5) years following the Completion Date, Grantee will permit the Department to monitor the Project) to ensure that it is being carried out in accordance with the terms of this Agreement.

c) Reports.

- i) Grantee will provide the Office with interim progress reports in a manner and form to be determined by the Office. The interim progress reports must contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Interim Reports must be substantially in the form provided as **Exhibit E**, as may be amended from time to time, and provided quarterly (January 1, April 1, July 1, October 1) within the Project timelines.
- ii) Within forty-five (45) calendar days after Grantee completes the Project, Grantee will submit to the Department a final report (the “**Final Report**”) in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, Grantee’s plan for ensuring that the Project will provide services and activities that directly enable work, education, and health monitoring for at least five years from the completion of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report must also contain an expense and revenue summary of the Project including the number of premises that gained access to broadband facilities, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report must also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant, and all expenditures covered by the Match. In addition, any completed studies, surveys, reports, or other work products, if applicable, must be attached to the Final Report.

The Grant will not be considered fully closed out until the Final Report has been submitted to, and accepted by, the Department.

- iii) In addition to the requirements set forth above, Grantee must cooperate fully and promptly with the Department as to any and all reporting obligations established by NTIA or the State as they relate to this award, and provide the Department with such additional records, reports, and other documentation as may be required by the Department, or the NTIA, or the Office of the Inspector General.

7) Grantee's Certifications. Grantee certifies that:

- a) Grantee is an Internet Service Provider in the State of Maryland.
- b) The acceptance of the Grant and the entering into of this Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.
- c) Grantee has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement, including, but not limited to, legal capacity and authority to own and operate or receive the equipment and services contemplated by the Project, to enter into contracts, and to otherwise comply with applicable statutes and regulations.
- d) The representations, statements, and other matters contained in the Applications are and remain true and complete in all material respects. Grantee will notify the Office in writing of any change to the list of eligible unserved location addresses that Grantee plans to serve using the Grant and will advise the Office in writing of any desired changes to the locations to be served.
- d) All federal, state, and local government approvals, permits, reviews, and licenses that may be required to accomplish the Project have been obtained or Grantee has reasonable assurances that they will be obtained.
- e) Grantee will comply with all applicable laws, regulations, terms, and conditions established by the NTIA'S BEAD program, the Department, and the State with respect to the use of the Grant.
- f) The Project funded under this Agreement will provide services or activities that directly enable work, education, and health monitoring for at least five years after the completion of the Project.
- g) Services provided by these Project will include at least one low-cost option offered at speeds that are sufficient for a household with multiple users to simultaneously telework and engage in remote learning.
- h) The service provider for its completed Project participates in federal programs that provide low-income consumers with subsidies on broadband internet access services.
- i) Grantee has or will comply with all federal funding conditions, including those set forth in the attached **Exhibit B** to the extent applicable to Grantee.
- j) Grantee will make a certification acknowledging the prohibition on the use of federal funds for lobbying in the form attached as **Exhibit C**.

- k) The activities and expenses being reimbursed by the Department under this Agreement are not subject to reimbursement from other federal or state funding sources, and Grantee has not received nor will Grantee seek reimbursement from any other source for expenses approved for reimbursement under this Agreement.
 - l) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's applications for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
 - m) The Grantee, as of the execution of this Agreement, is not in default of any grant agreement, memorandum of understanding, or contract with the State.
- 8) Default, Repayment and Remedies; Termination.
- a) A default under this Agreement will occur if:
 - i. There is any use of the Grant by Grantee for any purpose other than as authorized by the NTIA, the Regulations, the Program Guides, and this Agreement; or
 - ii. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Applications, as applicable.
 - b) If a default as described in Section 8(a)(i) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee will immediately repay to the Department any portion of the Grant not expended in accordance with this Agreement.
 - c) If a default as described in Section 8(a)(ii) occurs, the Department will have the right to declare a default of this Agreement by notice to Grantee and Grantee will have thirty (30) calendar days from the date the Grantee receives the notice to cure the default. If Grantee has not cured the default to the satisfaction of the Department by the conclusion of the 30-day period, this Agreement will terminate at the end of the 30-day period and the Department may demand immediate repayment of the Grant.
 - d) Notwithstanding the foregoing notice and cure period set forth in Section 8(c), in the event that NTIA requires the repayment of any portion of the Grant received by Grantee, Grantee agrees to seek the necessary local fiscal appropriations and promptly return these Grant funds to the Department.
 - e) In the event of termination of the Agreement, whether due to default or otherwise:
 - i. Grantee's authority to request a disbursement will cease and Grantee will have no right, title or interest in or to any of the Grant funds not disbursed; and
 - ii. The Department may demand the immediate repayment of all or a portion of the Grant which has been disbursed.
 - f) The Department's remedies may be exercised contemporaneously, and all of such rights will survive any termination of this Agreement.

- g) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the NTIA, at law or in equity, or by any other appropriate proceedings, which rights and remedies will survive the termination of this Agreement. Furthermore, no failure or delay of the Department to exercise any right, power or remedy consequent upon a default will constitute a waiver of any such term, condition, covenant, certification or agreement or of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.
- 9) Indemnification. To the extent permitted by the laws of the State, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the “LGTC”) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department’s negligence or willful misconduct or the negligence or willful misconduct of the Department’s officers, agents, employees, successors and assigns, Grantee will indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to willful misconduct in connection with or negligent performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement. If Grantee is a local government, its chief executive officer hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an otherwise indemnifiable cost to the Department under this Section.
- 10) Nondiscrimination, Fair Practices, and Drug and Alcohol Free Certifications:
- a) Grantee certifies that it does not discriminate and prohibits discrimination in, and will not exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.
- b) Grantee will comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.
- c) Grantee will comply with the provisions of the Governor’s Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.
- 11) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement must be in writing. Any such communication, unless otherwise specified, will be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:
- a) Communications to the Department must be mailed to:

Ronnie Hammond

Director, Office of Statewide Broadband
Department of Housing and Community Development
7800 Harkins Road
Lanham, MD 20706

with a courtesy copy to: Ronnie.Hammond@maryland.gov

b) **Communications to Grantee must be mailed to:**

Attn:

with a courtesy copy to:

- 12) **Amendment.** Other than as set forth in Section 2(d) and 3(d), this Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 13) **Execution.** This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or the amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or any amendments thereto and of signature pages by facsimile or by electronic transmission will constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Without limitation, “electronic signature” will include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. Signatures of the parties transmitted by facsimile or electronic transmission will be deemed to be their original signatures for all purposes.
- 14) **Assignment.** This Agreement may not be assigned without the prior written approval of the Department.
- 15) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 16) **Governing Law.** This Agreement will be construed, interpreted, and enforced in accordance with the laws of the State of Maryland without regard to conflict of laws provisions.
- 17) **Term of Agreement.** Unless sooner terminated pursuant to Section 8 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement will be from the Effective Date until the proceeds of the Grant have been either disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department, and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the Grant.
- 18) **Further Assurances and Corrective Instruments.** Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.

19) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default will constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.

20) Notice Regarding Disclosure of Information Relating to the Project.

- a) The Department intends to make available to the public certain information regarding the Project and the Grantee.
- b) The Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources.
- c) The Department may be required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, §4-101 et seq. of the Annotated Code of Maryland (the “PIA”). Information that may be disclosed includes, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; the use of funds; the Applications and the sources, amounts and terms of other funding used to complete the Project, including capital contributions or matching funds from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach an Exhibit to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee’s statement when responding to a request made pursuant to the PIA.

6. Exhibits

The following Exhibits are incorporated into and made part of this Agreement:

Exhibit A – Application Form

Exhibit B – Federal Funding Acknowledgment

Exhibit C – Certification Prohibiting Use of Funds for Lobbying

Exhibit D – Other Funding Sources

Exhibit E – Quarterly Progress Report Template

[SIGNATURES ON FOLLOWING PAGE]

WITNESS, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officer(s) as of the Effective Date.

**[FULL LEGAL NAME OF
GRANTEE]**

By: _____ (SEAL)

Name: _____
Title: _____

Date

**DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**

By: _____ (SEAL)
Jacob R. Day, Secretary

Date

Approved for form and legal sufficiency,
this _____ day of _____, 2024.

Assistant Attorney General

Exhibit A – Application Form

[Note: Exhibit A is provided as a separate fillable PDF form titled 'Application Form FY25 Maryland BEAD Network Infrastructure'. This PDF should be posted alongside this Agreement template for applicants.]

Exhibit B – Federal Funding Acknowledgment

Federal regulations applicable to this subaward include, without limitation, the following:

A. Compliance with BEAD Program Requirements

The Subgrantee shall comply with all requirements of the Broadband Equity, Access, and Deployment (BEAD) Program as set forth in the BEAD Notice of Funding Opportunity (NOFO), as amended by the BEAD Restructuring Policy Notice, and any subsequent guidance issued by the National Telecommunications and Information Administration (NTIA). The Subgrantee acknowledges that such requirements are incorporated by reference into this Agreement as if fully set forth herein, including but not limited to provisions related to eligible costs, performance obligations, reporting, financial management, and recordkeeping. The Subgrantee shall also comply with all applicable federal statutes, regulations, executive orders, and other requirements referenced in the BEAD NOFO and RPN.

A. Restrictions on Lobbying

1. **18 U.S.C. § 1913 and Section 1352 of P.L. 101-121** require that all prospective and present subgrantees (including all tiers of funding) who receive more than \$100,000 in federal funds must submit the form *Certification Against Lobbying*. This certifies that recipients will not use federal funds to lobby federal entities and that they will disclose any lobbying activities on **SF-LLL** as required.
2. **Form LLL, Disclosure of Lobbying Activities** must be submitted by those receiving more than \$100,000 in federal funds to disclose any lobbying of federal entities (a) with profits from federal contracts, or (b) funded with nonfederal funds.

B. Uniform Guidance and Audit Requirements

1. Compliance with the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 2 C.F.R. Part 200**, except as otherwise provided by NTIA for the BEAD Program.
2. Subgrantees shall submit audits in accordance with **2 C.F.R. Part 200, Subpart F – Audit Requirements**, if applicable.
3. **Records Retention and Audit Access** – The Subgrantee shall retain all records, financial and programmatic, related to this Agreement for a period of not less than five (5) years from the date of submission of the final expenditure report, or longer if required by law. Records include, but are not limited to, documentation supporting all expenditures, matching contributions, performance testing, and compliance activities. The Subgrantee shall provide the Office of Statewide Broadband, the National Telecommunications and Information Administration (NTIA), the U.S. Department of Commerce Office of Inspector General, the Comptroller General of the United States, and their authorized

representatives with full and unrestricted access to such records for audit, examination, and compliance review purposes.

4. Entities expending a total of \$750,000 or more in federal assistance in a fiscal year must have a single or program-specific audit conducted for that year in accordance with the Single Audit Act of 1984 (P.L. 98-502) and the Single Audit Act Amendments of 1996 (P.L. 104-156).
5. An electronic copy of all such audits shall be forwarded to the Maryland Office of Statewide Broadband (OSB) within thirty (30) days of report issuance for review.

C. Nondiscrimination and Accessibility Requirements

1. **Sections 503 and 504 of the Rehabilitation Act of 1973** — Recipients of \$10,000 or more must not discriminate in employment against qualified individuals with disabilities.
2. Subgrantees with 50+ employees and a federal contract of \$50,000 or more must maintain an affirmative action program.
3. Required contract language under Section 503 must be included in all subcontracts of \$10,000 or more.

D. Civil Rights Requirements

1. **Title VI of the Civil Rights Act of 1964** — No discrimination based on race, color, or national origin.
2. **Executive Order 13166** — Provide meaningful access to programs, services, and activities for persons with limited English proficiency (LEP).
3. **Age Discrimination Act of 1975** — Prohibits discrimination based on age in programs receiving federal assistance.

E. Prohibition on Certain Telecommunications Equipment

1. **National Defense Authorization Act (NDAA) of 2019, Section 889** — Prohibits the use of federal funds to procure, extend, or renew contracts for covered telecommunications equipment or services, including but not limited to those produced by Huawei, ZTE, Hytera, Hikvision, Dahua, or any subsidiary/affiliate thereof.

F. Environmental Compliance

1. **Clean Air Act** — Comply with all applicable standards, orders, or regulations; report violations to OSB, which will notify the Environmental Protection Agency (EPA).

2. **Federal Water Pollution Control Act** — Comply with all applicable standards, orders, or regulations; report violations to OSB, which will notify the EPA.
3. These clauses must be included in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

G. Political Activities (Hatch Act)

1. Comply with the **Hatch Act** (5 U.S.C. §§ 1501–1508 and 7324–7328), which limits certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

H. BEAD Program-Specific Compliance

1. Comply with all applicable requirements of the **Infrastructure Investment and Jobs Act (IIJA)**, the **BEAD NOFO**, the **BEAD Restructuring Policy Notice (RPN)**, and all subsequent NTIA guidance.
2. Comply with all requirements, assurances, and certifications set forth in the Maryland BEAD NOFO and Subgrantee Agreement, as amended.

Exhibit C – Certification Prohibiting Use of Funds for Lobbying

CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS FOR LOBBYING

Grantee hereby certifies that, to the best of its 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 any 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 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 in connection with this Federal contract, grant, loan, or cooperative agreement, undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its

instructions.

3. Undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, 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 persons who fail 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 failure.



Full Name of Entity Making this Certification

By: _____
Authorized Signature for Entity

Date

Printed Name and Title

Exhibit D – Other Funding Sources

EXHIBIT D OTHER FUNDING

In addition to the State funding under this Grant, Other Funding for the Project will be provided by the following:

SOURCE: _____
AMOUNT: _____
CONDITIONS (describe any conditions on the use of the additional funding here, or attach a letter from the funding source identifying conditions on use if available):

SOURCE: _____
AMOUNT: _____
CONDITIONS (describe any conditions on the use of the additional funding here, or attach a letter from the funding source identifying conditions on use if available):

SOURCE: _____
AMOUNT: _____
CONDITIONS (describe any conditions on the use of the additional funding here, or attach letter from the funding source identifying conditions on use if available): _____

SOURCE: _____
AMOUNT: _____
CONDITIONS (describe any conditions on the use of the additional funding here, or attach letter from the funding source identifying conditions on use if available): _____

SOURCE: _____
AMOUNT: _____
CONDITIONS (describe any conditions on the use of the additional funding here, or attach a letter from the funding source identifying conditions on use if available):

Exhibit E – Quarterly Progress Report Template

Quarterly Progress Reports for the Office of Statewide Broadband - Broadband, Equity, Access, and Deployment (BEAD) Interim Progress Quarterly Report

In accordance with your grant agreement with DHCD, you are required to provide interim progress reports to the Office of Statewide Broadband (Office):

“On January 1, April 1, July 1, and October 1 of each year during the term of this Agreement, Grantee shall provide the Office with interim progress reports in a manner and form to be determined by the Office. The interim progress reports shall contain such information as the Office requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Office no later than ten (10) working days after the due date.”

The following information is being requested by the Office. The report should be formatted with each of the below items included as a heading to ease review. Reports should be submitted as a searchable pdf.

- The report header should identify:
 - Company name, project name, fiscal year of award, and applicable reporting period.
- Executive Summary (briefly summarize project work to date)
- Work Accomplished:
 - A description of the activities completed during the reporting period and the remaining work to be done, including the number of households/businesses connected, network upgrades, equipment installations, and any other related activities;
 - Any additional work completed outside of the original scope of work necessary to support, supplement or impacts the scope of work of the project;
 - Any changes made to the Project and how they impact the timeline or budget; and
 - Milestones reached with an indication of the milestones impact on the application timeline as submitted. If the project has not met the milestone(s) shown in the application timeline, provide a revised timeline that shows completion within the 3-year award period.
- Problems Encountered:
 - A description of any issues or challenges faced during the reporting period,

such as material or equipment shortages, construction delays, or weather-related setbacks. Include:

- The steps taken to address and resolve the issue(s); and
 - Potential solutions to any ongoing issue(s).
- Expenditures:
 - Summary accounting of all costs incurred during the reporting period, including the amount spent on equipment, labor, and materials by budget category;
 - Any deviations from the original budget categories in the application Schedule F2 and the reasons for the changes; and
 - Current grant balance based on total expenditures to date and grant/match percentages.
- Risk Assessment:
 - Any potential risks or challenges that may arise Include:
 - A description of the mitigation strategies implemented to manage those risks.
- Performance Metrics:
 - Summary of the performance metrics used to measure progress and success including:
 - The number of households/businesses passed
 - The number of households/businesses connected
 - List of households/businesses connected including their address and FCC Fabric ID
 - Adoption rate, i.e., number of subscribers, separately for BSL and CAIs
 - Construction completion rate (Miles per quarter); and
 - Quality of service as measured by the download and upload speeds, latency, packet loss, jitter, uptime, and outage response times.
- Future Plans:
 - Summary of the upcoming activities planned for the next reporting period, including a timeline of key events and milestones; and
 - Description of any changes to the project plan or budget anticipated for future reporting periods.

