

Exhibit A

Nebraska Public Service Commission
Nebraska Internet Enhancement Fund
Grant Agreement

Grant Recipient:	
Project Title:	
Authorized Representative of Grant Recipient:	

Section 1.0 Identification of Parties.

This Agreement is entered into by and between the Nebraska Public Service Commission (“Commission”) and _____ (“Grant Recipient”).

Section 2.0 Statement of Purpose.

Neb. Rev. Stat. §§ 86-579 and 86-580 (2002 Supp.) establish the Nebraska Internet Enhancement Fund (NIEF) to provide financial assistance to counties or municipalities in the state to install and deliver broadband or other advanced telecommunications infrastructure and service throughout the state. Pursuant to Neb. Rev. Stat. § 86-580, the Commission is responsible for administration of the fund. Administration of the NIEF by the Commission includes but is not limited to monitoring Grant Recipient’s use of the grant monies, monitoring progress of the project, enforcing reporting requirements placed on Grant Recipients, and disbursement of grant funds to Grant Recipients.

Grant Recipient was selected pursuant to applicable statute, Commission rules and regulations, the NIEF Program Description and Grant Application Guidelines (NIEF Guidelines) and was awarded a grant in the amount of \$_____. Therefore, the Commission and the Grant Recipient herein mutually agree as follows:

Section 3.0 Project Commencement, Completion and Extension.

The Grant Project as described in the Application submitted by the Grant Recipient shall be commenced within six (6) months of the Commission order awarding the grant (“Commencement Date”), unless a request for an extension is granted. Commencement means any action taken by the Grant Recipient or the Grant Recipient’s designee in furtherance of the Grant Project. The Project shall be completed within twelve (12) months of the Commencement Date (“Completion Date”), unless a request for an extension is granted.

The Grant Recipient shall file with the Commission a notice of the commencement of the project (“Notice of Commencement”) within thirty (30) days of the Commencement Date. The Notice of Commencement shall contain the expected Completion Date, a schedule of Project milestones, the dates by which Project milestones will be met, and Grant Recipient’s election regarding payment of the grant amount as specified in Section 5.0 below. The Grant Recipient shall use the Notice of Commencement Form provided by the Commission and said Form shall be

accompanied by copies of all contracts between the Grant Recipient and any vendor related to the Project for which the Grant Funds were awarded.

Should an extension of the Commencement Date or the Completion Date be needed, Grant Recipient shall file a request for an extension with the Commission at least thirty (30) days prior to the Commencement Date or Completion Date. Such request shall contain the reasons for the extension and the length of extension requested. Requests for an extension will be evaluated by the Commission, and grant of an extension will be at the discretion of the Commission. The Commission will evaluate all requests based on the individual circumstances and necessity of Grant Recipient. Failure to request an extension or a denial of a request may result in the loss of any unpaid portions of the Grant Award.

Section 4.0 Reporting Requirements.

In addition to the Notice of Commencement specified in Section 3.0 above, Grant Recipient shall submit Progress Reports to the Commission every three (3) months until completion of the Grant Project. The progress reports may be submitted to the Commission via email or in writing.

4.01: The Progress Reports shall include a summary outlining the current status of the project. If the project has not commenced, the report will include an explanation of any preparation or preliminary matters still pending and an estimate of the project commencement date. If an extension of the commencement date has been granted, the report will detail any progress made toward commencement, estimate the project commencement date, and report on the current status of any circumstances causing the delays. If the project has commenced the report shall outline the progress of the project and include an accounting of any Grant Funds received and expended.

4.02: Failure to submit any required reports consistent with this Agreement, Commission orders and Commission rules and regulations as described below could result in forfeiture of all or part of any unpaid portions of the Grant Award and/or repayment of all or part of any previously paid portions of the Grant Award. Should an extension of time be needed to submit any of these reports, the Grant Recipient shall submit a request for extension as outlined in Section 3.0.

4.03: Upon completion of the Grant Project the Grant Recipient shall notify the Commission via email or in writing of the Project completion. A “Final Completion” report shall be submitted within thirty (30) days of the completion of the Project. This report shall include a full accounting of any Grant Funds received and expended throughout the entire Project, an accounting of all Matching Funds received and expended throughout the Project, a summary of the Project, the total cost of the Project, and a report as to the number of individuals, businesses, and community agencies that are expected to and have already benefited from the Project and how they benefited. The report shall also contain a signed and notarized affidavit by the Grant Recipient attesting that all applicable Grant Application Guidelines, NIEF Guidelines, Commission orders, Commission Rules and Regulations and applicable statutes were complied with during the Grant Project.

4.04: In the event an extension to the twelve (12) month deadline for Project Completion is granted to the Grant Recipient by the Commission, the Grant Recipient shall continue to submit Progress Reports consistent with Section 4.01 of this agreement every three (3) months until the Project reaches Completion.

4.05: A “Project Impact” report shall be submitted six (6) months after completion of the project and shall outline the benefits received from individuals, businesses, and community agencies as a result of the Project, the number of individuals, businesses, and community agencies using the services installed and estimates regarding the sustainability and growth of the Project.

Section 5.0 Payment of Grant Funds.

Grant Recipient’s may elect to receive partial Grant payments not to exceed 50% of the Grant Award or to receive a lump sum payment of the Grant Award at the completion of the project. Upon the election of the Grant Recipient to receive partial Grant payments, the Grant Recipient or Grant Recipient’s designee shall be eligible to receive 10% of the Grant Award upon timely receipt by the Commission of the Notice of Commencement in conformity with this agreement, the NIEF guidelines, and Commission rules and regulations. Grant Recipient or Grant Recipient’s designee shall then be eligible for payments of another 40% of the Grant Award for a total of up to 50% of the Grant Award upon remittance of receipts, supporting invoices, and documentation of actual costs to the Grant Recipient. The Commission may request additional information from Grant Recipient in order to process any requests for payment. Payments will not be made in excess of actual money expended or expenses incurred at that time.

Should a Grant Recipient require a payment in excess of 50% of the Grant Award to meet contractual obligations on the project, the Grant Recipient shall submit a request in writing outlining the need for the additional sums and containing all supporting documentation. Each request will be considered by the Commission on a case by case basis.

Upon completion of the project and remittance to the Commission of the Final Completion Report and all supporting invoices and documentation as required in Section 4.03, the Grant Recipient or Grant Recipient’s designee shall be eligible for payment of any outstanding Grant funds not yet paid, up to actual money expended or expenses incurred.

Section 6.0 Using Less than the Projected Grant Amount

Grant payments received by Grant Recipient cannot exceed the actual costs of completing the project minus the match requirement presented in the original application and must be used specifically for the purposes set out in the original application. Any funds received by the Grant Recipient in excess of the actual costs minus the match requirement shall be refunded to the Commission and returned to the fund and shall be available for future grants. In the event that less than the requested grant amount is needed by Grant Recipient, any additional grant funds not yet paid to Grant Recipient will be forfeited and shall be available for future grants.

Section 7.0 Auditing

At any time after the Commencement Date, the Commission, in accordance with its grant administration duties pursuant to Neb. Rev. Stat. § 86-580, may conduct an audit of any Grant Recipient.

In the event of an audit, the Commission shall notify the Grant Recipient in writing of its intention to conduct an audit. The Grant Recipient will have thirty (30) days from the notice to make its Project records, including but not limited to contracts, accounting records, invoices, timesheets and other Project related documents available to the Commission or its designee.

Section 8.0 Non-Availability of Funds

If the Nebraska Legislature fails to appropriate or authorize the expenditure of sufficient funds to provide for the continuation of this Agreement or if a lawful order issued in or for any fiscal year during the Term of this Agreement reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, this Agreement shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the Commission. The Commission shall provide the Grant Recipient with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice.

Section 9.0 Effective Date

This agreement shall become effective on the date of signature by Grant Recipient and approval of the Commission.

The undersigned Grant Recipient has read and agrees to the terms and conditions set forth in the Agreement.

By: _____[signature]

Name: _____[printed]

Title: _____[printed]

Date: _____