

**Agreement Between the
PUBLIC SERVICE COMMISSION OF WISCONSIN
and
«Name»**

THIS AGREEMENT is made and entered into by and between the Public Service Commission of Wisconsin (the “Commission”), representing the State of Wisconsin (“State”), and «Name». (“Grant Recipient”) (collectively “Parties”) as «Order Date» and shall continue through November 30, 2025 (the “Performance Period”) for the «Project» Project.

WHEREAS, pursuant to Wis. Stat. § 196.504 (2)(a), the State’s Legislature created the Broadband Expansion Grant program (the “**Program**”) for the purpose of constructing broadband infrastructure in underserved areas of the State;

WHEREAS, on behalf of the State, the Commission administers the Broadband Expansion Grant Program (“Program”) to provide funds for eligible activities; and

WHEREAS, pursuant to the Order dated «Order Date», in docket 5-BF-2023 awarding grants for the Fiscal Year 2023 State grant cycle «Order Ref» the Commission approved an award to the Grant Recipient in the amount of up to \$«Award Amount» for eligible activities related to the «Project» Project described in Attachment A-Project Scope; and

WHEREAS, the terms and conditions of this Agreement shall survive the Performance Period and shall continue in full force and effect until the Grant Recipient has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is exclusive of and is distinguished from all previous agreements between the Grant Recipient and the Commission and contains the entire understanding between the Parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent authorizations, the Parties agree as follows:

This Agreement, including its Attachments and any amendments, shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Commission. The application does not form a part of this Agreement. In the event of a conflict between the provisions of this Agreement and the application, the provisions of this Agreement shall take precedence. The following documents are incorporated and made part of this Agreement:

- 1) The attached Terms and Conditions Applicable to Grant Agreement.
- 2) Attachment A – Project Scope.
- 3) Attachment B – Project Budget.
- 4) Attachment C – Reporting Requirements.
- 5) Attachment D – Payment Request Form Sample
- 6) Attachment E – Commission Order

«Name»

Public Service Commission of Wisconsin

By: _____

By: _____

Title:

Title:

Administrator, Division of Digital Access, Consumer
Environmental Affairs

Address:

Address:

North Tower, 6th Floor

Hill Farms State Office Building

4822 Madison Yards Way

Madison, WI 53705

(608) 266-5481

Date:

Date:

DRAFT

TERMS AND CONDITIONS APPLICABLE TO GRANT AWARDS

- 1.0 **Definitions.** The following terms are given the stated meaning:
- 1.1 **Affiliate.** Affiliate means an entity that controls, is controlled by, or is under common control with the Grant Recipient. For purposes of the foregoing, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract interest, or otherwise.
 - 1.2 **Commission.** Commission means the Public Service Commission of Wisconsin, including its agents who have been delegated authority by the Public Service Commission of Wisconsin.
 - 1.3 **Commission Order.** Commission Order means the Commission’s Order on «Order Date» awarding Broadband Expansion Grant Applications in docket 5-BF-2023.
 - 1.4 **Eligible Costs.** Eligible costs mean those costs incurred during the Performance Period that are not covered by any other federal or state funding, can be audited by the Commission, are directly attributable to activities identified in Attachment A-Project Scope, and are identified in Attachment B-Project Budget, subject to any Amendments to this Agreement.
 - 1.5 **Grant Application.** Grant Application means the Project-specific request submitted by the Grant Recipient in response to the application instructions issued by the Commission in the docket underlying the Commission Order.
 - 1.6 **Grant Award.** Grant Award means the Commission Order as it applies to the Grant Application, which identifies the funds awarded to the Grant Recipient for the Project identified in Attachment A – Project Scope, including any specified other terms and conditions that apply to a specific approved Grant Application.
 - 1.6.1 The Grant Award supersedes any representations, commitments, conditions, or agreements made orally or in writing prior to the issuance of the Grant Award.
 - 1.6.2 The Grant Award may specify an award amount and other terms and conditions that are different from, or in addition to, those proposed in the Grant Application, including modifications proposed by a recipient during a comment period.
 - 1.7 **Grant Recipient.** Grant Recipient means the entity that is awarded the Grant Award in the Commission Order and enters into this Agreement with the Commission.
 - 1.8 **Grant Recipient Contractor.** Grant Recipient Contractor means any of Grant Recipient’s authorized subcontractors, affiliates, subsidiaries, subgrantees, subrecipients, or any other third party acting on behalf of or at the direction of Grant Recipient, directly or indirectly, in performing or providing the Project under this Agreement.
 - 1.9 **Grant Recipient Personnel.** Grant Recipient Personnel means employees, agents, independent contractors, or any other staff or personnel acting on behalf of or at the direction of Grant Recipient or any Grant Recipient Contractor performing or providing the Project under this Agreement.
 - 1.10 **Performance Period.** Performance Period means the period from the date of the Commission Order until November 30, 2025, including any extension through an amendment.

- 1.11 **Project.** Project means the project or activities described in Attachment A – Project Scope.
 - 1.12 **Request for Payment.** Request for Payment means a complete request submitted, by Grant Recipient, in the format and the timeframe specified by the Commission for payment of funds from a Grant Award.
 - 1.13 **Total Award.** Total Award means the total dollar amount approved for Grant Award the Commission Order.
- 2.0 **Interpretation.** The Commission retains jurisdiction over the interpretation of the Commission Order and this Agreement, including these Terms and Conditions Applicable to Grant Awards (Terms and Conditions) and any other Attachments to this Agreement. Regardless of which of the Parties is responsible for the drafting of the Agreement between the Parties, all terms will be construed in favor of the Commission. By executing this Agreement, the signatories in no way bind the Commission other than for purposes of funding the Grant Awards as authorized by the Commission Order. In the case of conflict between any part of this Agreement and the Commission Order, the Commission Order will control.
- 3.0 **Reimbursement.** The following conditions apply to Requests for Payment.
- 3.1 No Grant Award funds will be issued without a Request for Payment.
 - 3.2 The Grant Award is exclusive funding and will be used only for the Project. The Grant Recipient must not apply funds authorized by the Commission Order to activities authorized under other grant awards or other grant proceedings unless authorized to do so by the Commission in Attachment A – Project Scope, or in an Amendment.
 - 3.3 The Grant Recipient must prepare and submit to the Commission one or more Requests for Payment using the PSC Grants System.
 - 3.4 Upon satisfaction by the Grant Recipient of the requirements of the Order and this contract, the Commission will disburse funds to the Grant Recipient for Eligible Costs in a total amount not to exceed the Total Award.
 - 3.5 Only Eligible Costs may be reimbursed. A Grant Recipient may request from the Commission (1) an amendment to Attachment B – Project Budget to add to or revise the list of expenses eligible for reimbursement, or (2) an amendment to Attachment A – Project Scope. Amendments must be requested pursuant to Section 20.0 of these Terms and Conditions.
 - 3.6 With each Request for Payment, the Grant Recipient must include a copy of an invoice (or receipt) for each Eligible Cost item for which reimbursement is requested.
 - 3.6.1 The invoice will be used to document the actual purchase price of the Eligible Cost item. A Request for Payment must be accompanied by written support of Eligible Costs, including internal accounting records or contracts, as appropriate or when requested by the Commission. A Request for Payment must provide an independent and auditable basis for the actual purchase price of each Eligible Cost item.
 - 3.6.2 For Eligible Cost items that do not have a transaction invoice, such as employee labor expenses, the Grant Recipient must provide documentation showing the total hours contributed by employee class (e.g. engineer, construction worker, instructor, IT support, or assistive technology expert) that worked on the project, the date(s) that the work was done, and the total labor expense reported. Labor expense is limited to actual payroll and fringe benefit costs. Upon the request of the Commission, the Grant Recipient must also provide a list of actual hours worked and the specific wage for each employee that worked on a

Project, and any payroll documentation or other similar evidence that the Commission might request.

3.6.3 For Eligible Cost items that do not have a transaction invoice or record and do not fall under the labor expenses addressed in Section 3.7.2, above, the Grant Recipient must, with prior authorization from the Commission, in lieu of an invoice, submit a narrative description of the Eligible Cost along with any relevant documentation.

3.6.4 The Commission may delay reimbursement of a Request for Payment until sufficient documentation of costs, project status, and geospatial data, as determined by the Commission, is provided by the Grant Recipient.

3.6.5 The Grant Recipient must submit a final Request for Payment to the Commission within 30 days of completion of performance period.

3.7 The reimbursement to the Grant Recipient will not exceed the Total Award unless expressly approved by the Commission in an Amendment, which can be requested pursuant to Section 20.0 of these Terms and Conditions.

3.7.1 The reimbursement to the Grant Recipient will not exceed 90 percent of the amount of the Total Award prior to the submittal of the required reports and information to the Commission.

3.8 Grant Recipient is responsible for reimbursement to the Commission for any disbursed Grant Award funds that are determined by the Commission to have been ineligible, misused or misappropriated, or not incurred during the performance period. If the Commission determines that any provision of the Grant Award, including the grant Agreement or Commission Order has been breached by the Grant Recipient, the Commission may require and be entitled to reimbursement of any or all funds under the Grant Award. Any reimbursement of funds that is required by the Commission, with or without termination of this Agreement, will be due within forty-five (45) days after giving written notice to the Grant Recipient. The Commission also reserves the right to recover such funds by any other legal means, including litigation. The Grant Recipient must indemnify and hold harmless the Commission for all suits, actions, claims and the reasonable attorneys' fees and legal expenses incurred in recovering such funds, irrespective of whether the funds are recovered.

Grant Recipient must promptly refer to the Commission any credible evidence that a Grant Recipient Contractor or Grant Recipient Personnel, or other person has either: 1) submitted a false claim for grant funds as that term is used under any false claims act or other similar law, whether state or federal; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

4.0 **Audit Requirement.**

4.1 All governmental and non-profit Grant Recipients that are required to comply with the Single Audit Act Amendments of 1996, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and the State Single Audit Guidelines issued by the Department of Administration, shall ensure that funds awarded by the Commission Order are included in the audit report. A governmental or non-profit Grant Recipient shall submit audit reports to the Commission within 180 days of the close of the entity's fiscal year, unless waived by the Commission.

4.2 All other Grant Recipients shall submit an audit of the Grant Award in accordance with the Wisconsin State Single Audit Guideline requirements upon request from the Commission.

- 4.3 The Grant Recipient shall submit an agreed upon procedures audit upon request from the Commission. This audit will consist of procedures and questions requested by the Commission and will expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

5.0 **Recordkeeping, Examination of Records and Facilities.** The Commission will have access to and the right at any time during normal business hours to examine, audit, excerpt, transcribe, and copy on Grant Recipient's premises any records and files of Grant Recipient involving activities relating to a Grant Award, including any agreements or MOUs with any partners or Grant Recipient Contractors related to the project or fiscal management of the award. The Commission or a contractor of the Commission will have access at any time to examine, audit, test and analyze any and all items purchased or constructed in whole or in part using funds provided by the Commission as part of a Grant Award, including inspection by a Professional Engineer.

- 5.1 If any of the above records and files are held in an automated format, the Grant Recipient must provide copies of these records and files in the automated format or such computer file as may be requested by the Commission.

- 5.2 Grant Recipient must retain such records and files for at least five years following final payment of the Grant Award.

- 5.3 Grant Recipient is responsible for any charges for copies provided by the Grant Recipient to the Commission of books, documents, papers, records, computer files or computer printouts.

- 5.4 The minimum acceptable financial records for a Grant Award consist of:

- 5.4.1 Documentation of employee time and compensation;

- 5.4.2 Documentation of all equipment, materials, contracted labor, supplies and travel expenses, including purchasing (procurement) records and procedures;

- 5.4.3 Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope;

- 5.4.4 Documentation and justification of methodology used in any in-kind contributions;

- 5.4.5 Rationale supporting allocation of space charges;

- 5.4.6 Documentation of agreement services and materials; and

- 5.4.7 Any other records that support charges to a Grant Award.

- 5.5 The Grant Recipient must maintain reasonably prudent, as determined by the Commission, segregation of Project accounting records from accounting records relating to other projects or programs.

6.0 **Compliance with Law.** Grant Recipient and its agents and representatives, including all Grant Recipient Contractors and Grant Recipient Personnel, must at all times comply with and observe all federal, state, and local laws, ordinances, and regulations that in any manner affect or apply to the Project, and any other federal or state laws applicable to this Agreement. Grant Recipient shall provide such compliance with other parties in any agreements it enters into relating to the Terms and Conditions of this Agreement. Grant Recipient's failure to comply with the provisions of this Section shall be regarded as a material breach of this Agreement and the Commission may request any additional information or documentation to demonstrate compliance in form of an audit or otherwise. The Commission may also cancel, terminate, and suspend, in whole or in part, this Agreement without penalty or legal liability. In addition, the Commission or its designee may declare Grant Recipient ineligible for future contracts with the Commission or Grant Recipient may be subject to other sanctions as provided by law, rule, or order. Grant Recipient is bound by all Commission orders that in any manner affect the Grant Award.

7.0 **Required Attestation.** The following requirements below shall apply to Grant Recipient, including all Grant Recipient Contractors and Grant Recipient Personnel. Grant Recipient shall require and cause any Grant Recipient Contractor and Grant Recipient Personnel used by Grant Recipient in the performance of the Agreement to certify, agree to, and be subject to and bound by each of the following requirements listed below. Within fifteen (15) working days after this Agreement is executed, Grant Recipient must submit an attestation to the Commission, attesting compliance with Sections 7.1, 7.2, and 7.3 of the Agreement, in the format specified by the Commission.

- 7.1 **One-Call and Diggers Hotline.** Grant Recipient and its Grant Recipient Contractors and Grant Recipient Personnel agree to comply with Wisconsin's one-call requirements under Wis. Stat. § 182.0175 in performing the grant project, which include, but not limited to, providing advance notice of at least three business days to the one-call system prior to non-emergency excavation.
- 7.2 **Authorization to Transact Business.** Grant Recipient attests that it and its Grant Recipient Contractors, Affiliates, and if applicable, Grant Recipient Personnel, are authorized or registered to transact business in this state by the Department of Financial Institutions in compliance with Wis. Stat. chs. 178, 179, 180, 181, 183, 185, and any other applicable Wisconsin laws related to the authorization to transact business in Wisconsin.
- 7.3 **OSHA.** Grant Recipient and its agents and representatives, including all Grant Recipient Contractors, Affiliates, and Grant Recipient Personnel, agree to comply with all safety requirements under Wisconsin law and all applicable Occupational Safety and Health Administration (OSHA) standards.

8.0 **Insurance Requirements.** Grant Recipient shall provide and maintain in full force and effect at no cost to the Commission the following insurance coverage with limits as indicated, which may be revised by the Commission if required by state or federal law, at all times during the Term of Agreement. The certificate of insurance will be required upon request.

- 8.1 Grant Recipient shall maintain Worker's Compensation as required by Wisconsin Statutes, for all employees engaged in work.
- 8.2 Grant Recipient shall maintain commercial liability, bodily injury and property damage insurance against all claim(s) which might occur in carrying out this Agreement. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.
- 8.3 Grant Recipient shall maintain motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

9.0 **Indemnification.** Grant Recipient assumes all liability for any and all injuries, damages, or claims in any way associated with the Grant Award and/or the Project. The Grant Recipient must indemnify and hold harmless the Commission and all of its officers, agents, and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from or in any way associated with the Grant Award and/or the Project, including reasonable attorneys' fees and costs for enforcement. Grant Recipient must indemnify and hold harmless the Commission and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between itself and Grant Recipient Contractors and Grant Recipient Personnel to perform services or otherwise supply products or services.

Grant Recipient must also hold the Commission harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts. If an audit is required by federal law and if Grant Recipient is

also the recipient of Commission funds under the same or a separate contract program, then the Commission-funded programs must also be included in the scope of the federally required audit.

- 10.0 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed to affect the primary purpose of this Agreement and the public purposes to be served by the making of the Grant Award. If any provision in this Agreement is found to be ambiguous, then an interpretation consistent with the primary purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.
- 11.0 **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 12.0 **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to this Agreement and supersedes all prior discussions, negotiations, understandings, or agreements relating to such matters, all of which are merged herein.
- 13.0 **Sovereign Immunity.** The Commission does not waive any immunity defenses (including sovereign immunity, governmental immunity, immunity based on U.S. Const. amend. XI, or otherwise) or any other defenses available to either by entering into this Agreement, and specifically retains and reserves all immunity defenses.
- 14.0 **Attorney's Fees and Expenses.** In the event Grant Recipient defaults on any of its obligations under this Agreement, Grant Recipient shall pay to the Commission all costs and expenses (including the reasonable value of time of Commission attorneys, the Attorney General's Office, and the costs, expenses and attorney fees of other counsel retained by or on behalf of the Commission) incurred by the Commission in enforcing this Agreement or any of its rights and remedies with respect thereto.
- 15.0 **Disclosure.** If a state public official (Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or member of the official's immediate family owns or controls a ten percent interest, is a party to this Agreement, and if this Agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to Wis. Stat. § 19.45(6), before signing this Agreement. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).
- 16.0 **Vendor Tax Delinquency.** Grant Recipients that have delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 17.0 **Conflicts of Interest.** Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831, 180.1911(1), and 181.0831, regarding conflicts of interest by directors in the conduct of state contracts.
- 18.0 **Suspension.** For cause, and upon notice to the Grant Recipient, the Commission may suspend reimbursements. Any costs directly attributable to activities incurred upon such notice will cease to be Eligible Costs unless otherwise authorized by the Commission.
- 19.0 **Waiver.** Failure or delay on the part of the Commission to exercise any power under the Commission Order or this Agreement will not constitute a waiver thereof.
- 20.0 **Amendment.** This Agreement may be amended at any time by written mutual consent of the Parties. Amendments must be documented in writing, dated, and signed by the Parties.

- 20.1 The Grant Recipient must notify the Commission of any proposed significant changes in Attachment A – Project Scope or Attachment B – Project Budget as soon as practicable and may only make such significant changes if the Commission signs an amendment authorizing and memorializing such significant change. Significant changes include:
- 20.1.1 Any change in the list of expenses, contributions or in-kind, as described in Attachment B – Project Budget.
 - 20.1.2 Any change in the Project or activities, as described in Attachment A – Project Scope.
 - 20.1.3 Any transfer of funds among cost categories that exceed or are expected to exceed twenty (20) percent of the approved total project Budget.
 - 20.1.4 Any significant changes to the anticipated project timeline.
 - 20.1.4 Any requests to extend the Performance Period and incur costs beyond November 30, 2025.
- 21.0 **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Wisconsin and the United States. Any legal action regarding this Agreement, as amended, or its provisions shall be subject to Wisconsin Statute Chapter 227. Any Chapter 227 proceeding or dispute or controversy arising under this Agreement must be brought in a court of competent jurisdiction in Dane County, Wisconsin Circuit Court or the Federal District Court for the Western District of Wisconsin. The Parties consent to the jurisdiction of such court and waive any objections to such jurisdiction.
- 22.0 **Assignment and Delegation.** Except as provided in the following provisions of Section 19 or otherwise set forth in this Agreement, the Grant Recipient shall not assign its rights hereunder without prior written consent of the Commission. Notwithstanding the foregoing, Grant Recipient may assign its rights hereunder to any entity that is an Affiliate without prior consent of the Commission provided that such Affiliate shall assume all obligations of Grant Recipient hereunder in writing in a manner reasonably acceptable to the Commission. Grant Recipient will give the Commission at least 45 business days prior written notice of any such permitted assignment hereunder. No such assignment shall release Grant Recipient from its liability hereunder unless Grant Recipient shall provide evidence to the reasonable satisfaction of the Commission of the Affiliate’s ability to satisfy the obligations of Grant Recipient hereunder.
- 23.0 **Independent Contractor.** Grant Recipient, including its Grant Recipient Contractors and Grant Recipient Personnel, must not represent themselves as an employee or agent of the Commission or State of Wisconsin. Grant Recipient, including Grant Recipient Personnel, are not considered employees of the Commission or State of Wisconsin for any purpose, including federal or state tax purposes.
- 24.0 **Obligations of Joint Entities.** If Grant Recipient is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default with respect to such activities and obligations.
- 25.0 **Non-Discrimination and Affirmative Action Requirements.** Grant Recipient and its Grant Recipient Contractors and Grant Recipient Personnel shall not discriminate in employment and hereby certify that it will not discriminate against any employee or applicant for employment on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(05), sexual orientation as defined in Wis. Stat. § 111.32(13m), or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grant Recipient shall state in all solicitations or advertisements for employees placed by it or on its behalf that all qualified applicants shall receive consideration for employment without regard to age, race, religion, color, handicap, sex, or physical condition,

developmental disability as defined in Wis. Stat. § 51.05(5), sexual orientation as defined in Wis. Stat. § 111.32(13m), or national origin. Grant Recipient and its Grant Recipient Contractors and Grant Recipient Personnel must comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, including but not limited to: (a) Title VI and VII of the Civil Rights Act of 1964, as amended; (b) The Americans with Disabilities Act of 1990, as amended, (c) federal laws described in Attachment A to this Agreement.

Except with respect to sexual orientation, Grant Recipient must take affirmative action to ensure equal employment opportunities. Grant Recipient must post in conspicuous places, available for employees and applicants for employment, notices required by law setting forth the provisions of the nondiscrimination clause.

Grant Recipient shall make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women. The balance in workforce shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the department of industry, labor, and human relations, the office of federal contract compliance programs and by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least two (2) percent for whom Grant Recipient must make a reasonable accommodation.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by Grant Recipient. An exemption occurs from this requirement if Grant Recipient has a workforce of less than fifty (50). Within fifteen (15) working days after this Agreement is executed, the Grant Recipient must submit the Affirmative Action Plan/exemption statement to the Commission, unless compliance eligibility is current as determined by the Commission. The Grant Recipient shall also submit a written affirmative action plan or exemption statement for each Grant Recipient Contractor.

Failure to comply with the conditions in this clause may result in the declaration of Grant Recipient ineligibility, the termination of this Agreement, or the withholding of funds.

26.0 **Change in Funding/Right to Review and Amend:** Grant Recipient must notify the Commission within 10 days of any change in project funding from local, state, tribal, or federal sources that would overlap with the approved project areas or materially change the scope of the project that the Commission has approved. The Commission reserves the right to review, amend, or terminate the Agreement should any change in funding occur.

27.0 **Publicity.** When issuing statements, press releases, or any marketing or promotional materials describing the Project, Grant Recipient shall ensure that the materials or communications include this statement:

“This project [is being] [was] supported, in whole or in part, through \$[grant award amount] of funds from the State of Wisconsin, acting by and through the Public Service Commission of Wisconsin.”

In addition, during the Term and at all times after the termination or expiration of this Agreement, Grant Recipient shall not make any media release or other public announcement related to the Project(s) without prior written notification and opportunity for participation/involvement to the Commission. Except as otherwise required herein, Grant Recipient shall acquire no right to use, and shall not use, without the Commission's or the State of Wisconsin's prior written consent, the terms or existence of this Agreement, the names, trade names, trademarks, service marks, artwork, designs, or copyrighted materials of the Commission or the State of Wisconsin, its related entities, employees, assigns, successors or licensees: (1) in any advertising, publicity, press release, customer list, presentation or promotion; or (2) to express or imply any endorsement of the Project(s).

- 28.0 **Termination and Cancellation.** Grant Recipient understands and agrees that the Commission may at a later time determine that Grant Recipient is not in compliance with the Commission Order or the terms of this Agreement. In such case, the Commission may terminate the Grant Award. Upon termination, Grant Recipient shall return all Grant Award funds previously disbursed (regardless of whether spent) within 30 days of the written notice of termination, and the Commission shall exercise the remedies described in this Agreement. If Grant Recipient wishes to cancel the Project, Grant Recipient may submit a written request in the docket underlying the Commission Order requesting that the Commission approve the termination of the Grant Award. If the Commission grants the request, Grant Recipient shall return all Grant Award funds previously disbursed within 30 calendar days of the Commission's approval of the termination.
- 29.0 **Successors.** The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in with the Property during the Term.
- 30.0 **Contact Information.** Grant Recipient agrees to periodically review and update contact information in the PSC Grants System for this award. Recipient consents to the primary listed contact as the entity held solely responsible for receipt of, and response to, Commission communications regarding the award.
- 31.0 **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either delivered personally or sent by first class mail, postage prepaid. If to the Grant Recipient, using the primary contact information maintained for the award in the PSC Grants System.

If to the Commission:

Public Service Commission of Wisconsin
Attention: DACEA Administrator
P.O. Box 7854
Madison, WI 53707-7854
PSCStateBroadbandOffice@wisconsin.gov

REPORTING REQUIREMENTS

- 32.0 **Project Status Reports.** Grant Recipient must submit Project Status Reports to the Commission as provided below.
- 32.1 **Format.** Periodic Project Status reports are required. The types of information required are listed on Attachment C – Reporting Requirements to this Agreement. Report templates will be issued in the future. In the event that a new template is issued, Grant Recipients will be notified of the change, and the new sample form template will be made available to Grant Recipients. Grant Recipient must provide a response to each question that is applicable to the type of report being filed and the Project.
 - 32.2 **Schedule.** Project Status Reports are due as follows:
 - 32.3 **Interim** Project Status Reports must be prepared and submitted on a schedule determined by the Commission.
 - A Final Project Status Report is due at the same time that a Grant Recipient submits a final Request for Payment, the final Request For Payment and the final Project Status Report are due no later than 30 days after the end of the performance period.
 - Post Project Status Reports are due annually during December of the calendar year following the Grant Recipient's filing of the Final Project Status Report. Grant Recipient must file for two years, i.e., two annual Post Project Status Reports.
 - 32.1 **Filing Procedure.** All Project Status Reports must be submitted to the Commission in the manner and format specified by the Commission.
 - 32.1 **Failure to File or Timely File.** Failure to file or timely file reports may result in claw back of funds up to the Total Award.
- 33.0 **Geospatial Data Reporting.** Grant Recipient must submit to the Commission, and update upon request, geospatial data regarding the extent of its project construction. Geospatial data submissions include both an Initial Geospatial Dataset and a Final Geospatial Dataset due at completion of the project.
- 33.1 **Initial Geospatial Dataset.** An Initial Geospatial Dataset is submitted as part of the application process and may require updates upon request of the Commission. An Initial Geospatial Dataset must: (a) demonstrate the coverage area of the proposed project; and (b) indicate the wireline construction route and/or location of tower placements.
 - 33.2 **Final Geospatial Dataset.** Upon completion of the project, a Final Geospatial Dataset is due at the same time a Grant Recipient submits a final Request for Payment. A Final Geospatial Dataset must: (a) demonstrate the coverage area of the proposed project; (b) indicate the wireline construction route and/or location of tower placements; and (c) list the locations passed and serviceable (not necessarily subscribed) by the completed project, including the associated latitude/longitude or FCC Broadband Serviceable Location Fabric ID of each location.
 - 33.3 **Format.** Geospatial data must be submitted as shapefiles, a geodatabase with feature classes, or another format with prior written consent of the Commission. For a listing of locations passed and serviceable, a recipient may provide the list in a CSV format.
 - 33.4 **Modification.** The Commission reserves the right to waive or modify geospatial data reporting requirements consistent with evolving standards and programmatic needs.
 - 33.5 **Failure to File or Timely File.** Failure to submit or timely submit geospatial data may result in clawback of funds up to the Total Award.

ATTACHMENT A – PROJECT SCOPE

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ATTACHMENT B – PROJECT BUDGET

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ATTACHMENT C – REPORTING REQUIREMENTS

Reporting is due on the following schedule:

- The first Interim Project Status Report is due October 31, 2023, and every April 30 and October 31, until the project is completed. (Section 32.0)
- A Final Project Status Report is due when the project is completed, and a final Request for Payment is made. (Section 32.0)
- Post Project Status Reports are due annually during December of the calendar year following the Grant Recipients filing of the Final Project Status Report. Grant Recipients must file two Post Project Reports. (Section 32.0)
- An Initial Geospatial Dataset is submitted as part of the application process and may require updates upon request of the Commission. (Section 33.0)
- A Final Geospatial Dataset is due when the project is completed and a final Request for Payment is made. (Section 33.0)

Project Status Report samples follow. Go to the Commission's website at <https://psc.wi.gov/Pages/ServiceType/Broadband.aspx> for up-to-date forms.

Project Status Report - Interim



Please complete this project status report using Microsoft Word. If you need assistance completing your report or alternative formats, please email PSCBroadbandData@wisconsin.gov.

Section I - Project

1. Grant Round: Choose a round.	2. ERF Application #:	3. Report Number:
4. Grant Recipient (Agency):	5. Project Name:	

Section II - Status Update

1. On what date did construction of the project commence? 6/14/2022	2. What is the estimated percentage of completion? Click or tap to enter a date.	3. What is the estimated completion date for the project? Click or tap to enter a date.
4. If the project is experiencing a delay and will not meet the schedule milestones stated in the grant application, please state in narrative form the reason for the delay (e.g. acquisition of land for tower site is delayed, permits for construction or use of rights-of-way are awaiting approval, bad weather, etc.).		

Section III - Certification

1. Name:	2. Phone Number:	3. Email Address:
By signing below, you certify that the above report is complete, accurate, and you have the authority, granted by the recipient agency, to submit this report on their behalf.		
4. Signature:	5. Date: Click or tap to enter a date.	

Please upload your signed, completed form, to the PSC's electronic record filing system, [ERF](#).

Project Status Report - Final



Please complete this project status report using Microsoft Word. If you need assistance completing your report or alternative formats, please email PSCBroadbandData@wisconsin.gov.

Section I - Project

1. Grant Round: <i>Choose a round.</i>	2. ERF Application #:	3. Report Number:
4. Grant Recipient (Agency):	5. Project Name:	

Section II – Impact Metrics

1. On what date did construction of the project commence? <i>Click or tap to enter a date.</i>		2. On what date did construction of this project finish? <i>Click or tap to enter a date.</i>	
3. How many locations (addresses) were passed by a fiber route, have access to improved DSL service, or are within range of a fixed wireless antenna? Please include only those for which service would be immediately available upon customer request.		4. Of the customer locations passed, upgraded or within range, how many actually ordered broadband service as a result of this project?	
Businesses:	Maximum Speed (DL/UP):	Businesses:	Maximum Speed (DL/UP):
<i>Insert additional rows as needed</i>		<i>Insert additional rows as needed</i>	
Residential:	Maximum Speed (DL/UP):	Residential:	Maximum Speed (DL/UP):
<i>Insert additional rows as needed</i>		<i>Insert additional rows as needed</i>	
5. How many customers have been or will be served by the project facilities in addition to those identified in the Grant Application?		6. Within the project area, how many business and residential customers were passed by the project facilities but chose not to take the broadband service offer?	

Section III – Technology Based Metrics

A. Fiber / Cable

1. How many miles of fiber, cable fiber and/or coaxial cable were installed as part of the project?	2. How many spare fibers were installed in the cable route (in other words fiber installed as part of the grant project, but not used to connect to the current customers in the project area)? <i>(Fiber Only)</i>

Project Status Report - Final



3. Describe any plans to use spare transmission capacity, from spare fibers, for future broadband projects? *(Fiber Only)*

B. DSL

1. How many DSL remoted devices were installed or upgraded?

2. What central office improvements were made? Did the project increase the capacity of the DSL service, or address an issue of limited DSL facilities?

C. Fixed Wireless / Mobile Wireless / WI-FI

1. How many towers were built? *(Fixed Wireless Only)*

2. How many antennas were installed on existing structures? *(Fixed Wireless Only)*

3. What type of existing structures were used? *(Fixed Wireless Only)*

4. Describe the total capacity or number of connections enabled by the equipment that was installed as part of the grant project, but not used to connect to the current customers in the project area. Are there plans to use this spare transmission capacity for future broadband projects?

Section V - Certification

1. Name:

2. Phone Number:

3. Email Address:

By signing below, you certify that the above report is complete, accurate, and you have the authority, granted by the recipient agency, to submit this report on their behalf.

4. Signature:

5. Date:

Click or tap to enter a date.

Please upload your signed, completed form, to the PSC's electronic record filing system, [ERE](#). In conjunction with this form, you will need to provide a depiction of the coverage area in spatial format at the address-level, preferably within shapefile or geodatabase format. If not feasible, a list of addresses served by the installed facilities may be accepted.

ATTACHMENT D – PAYMENT REQUEST FORM SAMPLE

Payment requests are limited to two requests per calendar year. The final payment request must be completed and submitted within 30 days of the end of the performance period.

Reimbursement Request Form

Please complete this form using Microsoft Excel. To submit this form, email the form to the appropriate email address with your supporting documentation. By submitting this form, you certify that the expenses included in the request are consistent with the grant award approved by the Commission, relate to the approved project, are properly supported, and in compliance with all terms included in the Grant Agreement between PSC and Recipient.

Section 1: Project Identifiers

Grantee	Grant Code	P. O.
Project	ERF Ref #	Award UFD

Section 2: Summary

#	Final [Y/N]	Request	Adjustment #	Payment	Balance
1		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -

* Adjustments

#	Deduction	Match Hold	Final Hold	Hold Total	Adjustment
1	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -

Section 3: Line Detail

Fund Type	Budget	New Expense	To-Date	Balance
Line Total				
Grant	\$ -	\$ -	\$ -	\$ -
Match	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -
Line 1: Contractual, Consultant Fees Support: Invoice				
Grant	\$ -	\$ -	\$ -	\$ -
Match	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -
Line 2: Equipment Support: Invoice				
Grant	\$ -	\$ -	\$ -	\$ -
Match	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -
Line 3: Supplies Support: Invoice				
Grant	\$ -	\$ -	\$ -	\$ -
Match	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -
Line 4: Labor (Salary, Fringe) Support: Labor				
Grant	\$ -	\$ -	\$ -	\$ -
Match	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -
Line 5: Permitting, Licensing Fees Support: Permits				
Grant	\$ -	\$ -	\$ -	\$ -
Match	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -
Line 6: Travel Support: Invoice				
Grant	\$ -	\$ -	\$ -	\$ -
Match	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -
Line 7: Other Support: Invoice				
Grant	\$ -	\$ -	\$ -	\$ -
Match	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -

ATTACHMENT E – COMMISSION ORDER

The Commission Order can be found on the Commission’s Electronic Records Filing system (ERF) under Docket 5-BF-2023 and using ERF #XXXXXX. It is also included with this grant agreement.

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