

## **PRO-AG Grant Program Acknowledgement and Attestation Form 2024-2025 Program Year**

*Submit this form and any attachments via e-mail to [psc.broadband@nebraska.gov](mailto:psc.broadband@nebraska.gov).*

Grantor: \_\_\_\_\_

Grantee: \_\_\_\_\_

Subprogram: \_\_\_\_\_

Project Name: \_\_\_\_\_

In accordance with Neb. Rev. Stat. §§ 86-1401 et seq., the Nebraska Public Service Commission ("Grantor" or "Commission"), in docket C-5600, has established a grant program known as the Precision Agriculture Infrastructure Grant Program ("PRO-AG") to promote and support precision agriculture initiatives in Nebraska. The Grantee has submitted an application to the Grantor for funding under the above-mentioned PRO-AG Subprogram for the above-mentioned Project Name, as described in the application submitted by the Grantee.

**Grant Amount:** The Grantor agrees to provide funding to the Grantee in the amount of [Amount in Dollars] ("Grant Amount") as described below for the implementation of the project described in the application.

**Project Description:** The Grantee shall implement the project in accordance with the project description outlined in the application submitted to the Grantor. Any material changes to the project scope must be approved in writing by the Grantor.

**Term of Agreement:** This Agreement shall commence on the date of signing and shall remain in effect until the completion of the project and the fulfillment of all obligations under this Agreement, unless terminated earlier as provided herein.

I, [Legal Name], an authorized agent acting on behalf of [Grantee], hereby acknowledge receipt of the PRO-AG grant awarded to [Grantee] by the State of Nebraska for the purpose of [Brief Description of Project]. [Grantee] understands and agrees to comply with all terms, conditions, and requirements outlined in the grant program guidelines, as well as any additional instructions provided by the Commission.

### **Conditions of Grant:**

- 1. Fund Distribution:** Upon full execution of this agreement, the Grantee must submit their State of Nebraska W-9 and ACH enrollment form to the Commission by the deadline set forth in docket C-5600. Upon receipt of the W9/ACH, ninety percent (90%) of grant funds awarded will be processed for distribution. The remaining ten percent (10%) of funds will be distributed to the Grantee upon successful completion of the project and compliance with all requirements of the grant.
- 2. Use of Funds:** The Grantee shall use the Grant Amount solely for the allowable costs for the purposes described in the application and shall not divert funds for any other use without the prior written consent of the Grantor.

Grantee Name:

Project Name:

3. **Project Completion and Documentation:** The Grantee must complete the listed project by the required deadline. Upon completion, the Grantee must submit a Certification of Project Completion, successful speed testing results if applicable, and invoices to justify allowable expenses to [psc.broadband@nebraska.gov](mailto:psc.broadband@nebraska.gov). All documentation of project completion is due prior to the completion deadline.
4. **Speed Testing Requirements:** Grantees in the Connectivity subprogram are required to offer broadband Internet service at minimum speeds of 100 Mbps download / 20 Mbps upload in the project area for at least five years following the grant award. Speed testing results must be submitted to the Commission no later than 90 days following project completion and annually thereafter.
5. **Reporting Requirements:** The Grantee shall provide regular progress reports to the Grantor in accordance with the reporting schedule outlined in the PRO-AG program guidelines. During implementation and construction of the awarded project, the Grantee must submit quarterly reports to the Commission regarding the construction of the project. Quarterly reports are due by 5:00 p.m. Central Time on the fifteenth day of the first month following each quarter, beginning on July 15, 2025. Following completion of project construction, quarterly reporting may end, and the Grantee will then begin reporting on an annual basis. Annual reports should include a description of usage and maintenance of equipment funded through the 2024 PRO-AG grant and the benefits to Nebraska obtained by the project. Reports are required for a period of five years after project completion and must be submitted to the Commission by July 1 of each year, or the first business day thereafter, beginning on July 1, 2026.
6. **Compliance:** The Grantee shall comply with all applicable laws, regulations, and guidelines governing the use of grant funds and the implementation of the project. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
7. **Audit:** The Grantee agrees to maintain accurate records of all expenditures related to the project, including the use of grant funds and any committed matching funds, and to make such records available for audit by the Grantor or its authorized representatives upon request.
8. **Repayment Provision:** If the Grantee fails to complete the project as specified in this Agreement or fails to fulfill any other obligations hereunder, the Grantee shall repay to the Grantor the full amount of the grant funds disbursed, plus any accrued interest, within 30 days of written demand by the Grantor.
9. **Termination:** The Grantor reserves the right to terminate this Agreement at any time upon written notice to the Grantee if the Grantee fails to comply with any of the terms and conditions herein.
10. **Indemnification:** The Grantee agrees to indemnify and hold harmless the Grantor from any claims, damages, liabilities, or expenses arising out of or related to the Grantee's use of grant funds or the implementation of the project.

Grantee Name:

Project Name:

**Grantee Signature:** By signing this form, I attest that:

1. The information provided in the grant application, including all supporting documents, is true, accurate, and complete to the best of my knowledge and belief.
2. I understand that any false statements or misrepresentations may result in termination of the grant award and/or civil, criminal, or administrative penalties.
3. The Grantee will use the grant funds solely for the purposes described in the approved application and in accordance with the budget submitted with the application.
4. The Grantee will maintain detailed records of all expenditures related to the project and will provide documentation as requested by the Commission for auditing purposes.
5. The Grantee will adhere to the completion deadlines specified in the grant program guidelines and will notify the Commission promptly of any delays or changes to the project timeline.
6. The Grantee will submit all required progress reports, certifications, and other documentation in a timely manner as specified by the Commission.
7. The Grantee hereby attests that the Grantee does not use and will not use during the term of this agreement any equipment prohibited for use by the Federal Communications Commission pursuant to 47 U.S.C. § 1601. Any use of prohibited equipment shall constitute a breach of this Agreement and may result in termination of the grant, repayment of grant funds, and/or other legal consequences.
8. The Grantee agrees that the devices, technology, and/or connectivity funded by the grant shall not be sold or transferred to another party for a period of five years following the grant award, unless otherwise agreed upon in writing by the Grantor. Any attempted sale or transfer in violation of this provision shall be considered a breach of this Agreement.
9. The Grantee understands that failure to comply with the terms and conditions of the grant program may result in the withholding or repayment of grant funds, as well as other penalties and sanctions as determined by the Commission.

Grantee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name:

\_\_\_\_\_

Title (if applicable):

\_\_\_\_\_

Organization (if applicable):

\_\_\_\_\_

**Attach/Include:**

- ☐ W9/ACH form: Successful applicants must provide a W9/ACH form to verify required documentation for receipt of ACH payments from the State of Nebraska is on file with the Commission. This form can be found on the Nebraska Department of Administrative Services website:  
[https://das.nebraska.gov/accounting/forms/ACH\\_W9\\_Fillable.pdf](https://das.nebraska.gov/accounting/forms/ACH_W9_Fillable.pdf)