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New Hampshire Department of  
**BUSINESS AND  
ECONOMIC AFFAIRS**



FIS 22 247

June 24, 2022

The Honorable Karen Umberger, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, New Hampshire 03301

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Pursuant to RSA 14:30-a VI, authorize the Department of Business and Economic Affairs (BEA) to accept and expend \$51,728,530 in Coronavirus Capital Projects Funds for the purpose of improving the State of New Hampshire's broadband infrastructure, effective upon Fiscal Committee and Governor and Council approval through June 30, 2023. **100% Federal Funds**

Funds are to be budgeted in FY2023 in the following account:

03-022-022- 221510 – OSI Division of Planning  
24410000 – Broadband Connectivity FD ARP as follows:

03-022-022-221510-24410000 BROADBAND CONNECTIVITY FD ARP		FY2023
CLASS	DESCRIPTION	BUDGET REQUEST
040 - 501487	Indirect Costs	\$ 13,750
041 - 500801	Audit Fund Set Aside	\$ 31,400
042 - 500620	Additional Fringe Benefits	\$ 6,880
059 - 500117	Temp Full Time	\$ 77,800
060 - 500612	Benefits	\$ 48,700
072 - 509073	Contracts	\$50,800,000
102 - 500731	Contracts for Program Svcs	\$ 750,000
TOTAL EXPENSES		\$51,728,530
SOURCE OF FUNDS		
000-400338	Federal Funds	\$51,728,530
TOTAL REVENUE		\$51,728,530

Funds are budgeted as follows:

**Class 040 – To add additional indirect cost at BEA's rate of 6.6% Indirect Costs**

**Class 041– Audit Fund Set-Aside – .001 of federal funds payable to DAS for audit fees**

**Class 042 – Additional Fringe Benefits – post retirement expenses for staff**

100 North Main Street, Suite 100  
Concord, New Hampshire 03301

603.271.2341

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**Class 059 – Temp Full Time – Half the salaries for the following staff:**

9T3102 Administrator II and 9T3103 Business Administrator II, positions previously approved by the Fiscal Committee (FIS21-136 on June 8, 2021) and the Governor and Executive Council (#89 on June 16, 2021) through the end of FY2023.

**Class 060 – Benefits – Half the benefits for the two staff members**

**Class 072 – Contracts – Contracts to Subrecipients**

**Class 102 – Contracts for Program Services – Contractor to perform consulting services**

**EXPLANATION**

The Department of Business and Economic Affairs (BEA) seeks to accept and expend **\$51,728,530** in Coronavirus Capital Project Funds (CPF) from the United States Department of the Treasury. These funds are a part of the American Rescue Plan Act of 2021 (ARPA). The entire grant amount is \$122,066,151, that will be available for use through December 31, 2026.

The accept and expend request for the remaining \$70,337,621 will be requested when the US Treasury approves the Broadband Matching Grant Initiative (BMGI) Program.

The following are the anticipated programs and budget needed for FY2023 per program:

**\$50 million – Broadband Connect Program**

The Broadband Connect Program was approved by U.S. Treasury on June 7, 2022. The program will serve as the initial program funded by CPF award funds and is designed to fund a local internet service provider (ISP) to provide internet service to the most rural parts of the state lacking internet service – areas where it would not be possible without CPF funds. The program is designed to fund broadband infrastructure that is designed to deliver reliable internet service that meets or exceeds 100/100 Mbps symmetrical speeds. The program also requires that the ISP takes part in the FCC's Affordable Connectivity Program (ACP) – a \$30 per month subsidy for low-income families – and that they provide at least one low-cost option at speeds sufficient for households with multiple users to simultaneously telework and engage in remote learning.

**\$800,000 – Mapping Services**

The State of New Hampshire has determined the best way to provide ISPs, municipalities, and the public a view of the unserved locations in the state is through a comprehensive mapping. In addition, this mapping will be used to determine where fiberoptic infrastructure is located, statewide. This will be an asset for municipalities and ISPs when the state begins its BMGI program (expected later in 2022).

**\$750,000 – Consultant Contractor for Capital Project Funds Guidance**

As these funds are one-time funds and expire after 2026, administrative funds would most effectively be used to hire third-party consultants to work with the state directly as opposed to contracting staff. Consultants hired will have the experience of the reporting, auditing, and regulatory requirements to which the ISPs and the state must adhere throughout the expected completion of Capital Project Funds buildout by mid-2026. The contract will be for not more than \$3 million; BEA is projecting \$750,000 towards the first year of the contract.

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**\$133,380 – Broadband Personnel**

In FY22, the Fiscal Committee approved the broadband office to funding for personnel through the State and Local Fiscal Recovery Funds (SLFRF) through June 30, 2023. However, U.S. Treasury requires recipients to track personnel time spent on the CPF activities. The expectation is that half of the office time will be spent on CPF, and the two sources of funding will be split equally.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Taylor Caswell  
Commissioner

**U.S. DEPARTMENT OF THE TREASURY**  
**CORONAVIRUS CAPITAL PROJECTS FUND**  
**NOTICE OF AWARD**

**Recipient Name and Address:**

New Hampshire  
25 CAPITOL STREET, ROOM 121  
CONCORD, NH 03301

**Federal Award Identification Number (FAIN):** CPFFN0143

**DUNS Number:** 079617412

**Taxpayer Identification Number:** 02-6000618

**Assistance Listing Number and Name:** 21.029 – Coronavirus Capital Projects Fund

The U.S. Department of the Treasury ("Treasury"), pursuant to this Notice of Award (this "Notice of Award"), hereby issues this award to the State of New Hampshire ("Recipient") under Section 604 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), to make payments to certain recipients from the Coronavirus Capital Projects Fund.

Treasury and Recipient hereby agree that this award shall be governed by the application, including supporting documents and responses to Treasury questions (the "Application"), which is incorporated by reference into this Notice of Award, along with the following Schedules, which are hereby incorporated into this Notice of Award in their entirety and are made a material part hereof: the 1) General Award Terms and Conditions; and 2) Special Award Condition(s), if applicable. By executing this Notice of Award, Recipient agrees to abide by all the terms of this Notice of Award, including the Schedules attached hereto as well as the Application, which collectively constitute the Grant Agreement. A copy of the General Award Terms and Conditions will be maintained on Treasury's Capital Projects Fund website at <https://www.treasury.gov/CPF>.

CORONAVIRUS CAPITAL PROJECTS FUND  
NOTICE OF AWARD  
Signature Page

 U.S. Department of the Treasury Authorized Representative: Jacob Leibenluft Title: Chief Recovery Officer, Office of Recovery Programs Date signed (Federal Award Date): 2/3/2022	 Recipient Authorized Representative: MONICA MEZZAPELLE Title: STATE TREASURER, STATE OF NEW HAMPSHIRE Date signed: 01/27/2022
Treasury Contact Information: U.S. Department of the Treasury – CPF Program 844-529-9527 CapitalProjectsFund@treasury.gov	Recipient Contact Information: RACHEL MILLER CHIEF DEPUTY STATE TREASURER rachel.miller@treasury.nh.gov
	[Signature block for State or Eligible Territory] <sup>1</sup>
Period of Performance Start Date: 2/3/2022	
Period of Performance End Date: December 31, 2026	
Total Amount of the Federal Award: \$122,066,151.00	
Amount of Federal Funds Obligated: \$122,066,151.00	

<sup>1</sup> In the case in which the Recipient is a quasi-governmental entity authorized by state law to receive funds on behalf of the state, an authorized representative of the state or eligible territory will also be required to sign the notice of award, agreeing to comply with and be bound by Section 32 (Liability) of the Award Terms and Conditions.

**SCHEDULE 1**  
**U.S. DEPARTMENT OF THE TREASURY**  
**CORONAVIRUS CAPITAL PROJECTS FUND**  
**STATES AND TERRITORIES**  
**AWARD TERMS AND CONDITIONS**

The following are the standard terms and conditions applicable to awards issued by the U.S. Department of the Treasury (Treasury) under the Coronavirus Capital Project Fund (CPF) program established by section 604 of the Social Security Act (the CPF Statute), as added by section 9901 of the American Rescue Plan Act of 2021.

Defined terms used but not otherwise defined herein shall have the meanings ascribed to them in the Guidance for the Coronavirus Capital Projects Fund for States, Territories, and Freely Associated States issued by Treasury on September 20, 2021, as it may be amended from time to time.

1. General. Recipient agrees that the funds disbursed under this award will be subject to the requirements of the CPF Statute, all other applicable federal statutes, regulations, executive orders, the Guidance for the Coronavirus Capital Projects Fund for States, Territories and Freely Associated States issued by Treasury on September 20, 2021, as it may be amended from time to time, and any other guidance issued by Treasury regarding the CPF (together with the September 20, 2021 guidance, the Guidance).
2. Use of Funds.
  - a. Recipient may use award funds for Program Administrative Costs, subject to the requirements of the cost principles provided in 2 C.F.R. § 200 subpart E.
  - b. Recipient may use award funds for Project Costs upon approval by Treasury of a Program Plan. Project Costs are subject to the requirements of the cost principles provided in 2 C.F.R. § 200 subpart E and any other restrictions Treasury may impose as a condition to approving Recipient's Grant Plan(s) and applicable Program Plan(s).
  - c. Recipient will determine that it has institutional, managerial, and financial capability to ensure proper planning, management, and completion of any Project using these grant funds prior to engaging in any such Project.
3. Program Administrative Costs.
  - a. Program Administrative Costs are defined for purposes of this Grant Agreement as (i) costs associated with completing the Application and Grant Plan (including Program

Plans), and (ii) costs related to complying with grant administration and audit requirements, including both direct and indirect administrative costs.

- i. Absent Treasury's express consent, Program Administrative Costs over the period of performance may not exceed 5% of the award. The limitation on Program Administrative Costs includes the combined total of direct and indirect administrative costs charged to the award by Recipient and all its subrecipients.
- ii. Recipient may request a higher limit on Program Administrative Costs by providing a rationale for the use of additional funds for administrative purposes, which must be approved by Treasury. Recipients seeking to request a higher limit may submit a written request, along with the rationale via email to [capitalprojectsfund@treasury.gov](mailto:capitalprojectsfund@treasury.gov).
- iii. Consistent with 2 C.F.R. § 200.414(f), if Recipient does not have a current negotiated indirect cost rate, Recipient may elect to charge indirect costs to the award using the de minimis rate of ten percent of modified total direct costs for program administration.
- iv. Recipient may use its negotiated cost rate agreement so long as the total of all administrative costs incurred by the Recipient and all subrecipients, whether direct or indirect administrative costs, does not exceed the applicable limit on Program Administrative Costs.

4. Availability of Funds.

- a. Upon execution of this Grant Agreement, Recipient will have access to the amount of funds requested in the Application for Program Administrative Costs subject to the 5% limitation described in Section 3 above. If Recipient requests less than the maximum amount of funds available to it for Program Administrative Costs in the Application, it may submit a subsequent request for the remaining available amount via email to [capitalprojectsfund@treasury.gov](mailto:capitalprojectsfund@treasury.gov).
- b. Recipient will have access to funds for a Program upon approval by Treasury of a Grant Plan that includes at least one Program Plan. Funds for additional Programs will subsequently be made available as each applicable Program Plan is approved by Treasury. Treasury will assess and approve each Program Plan separately and shall separately provide access to funds for each Program Plan when approved. The amounts, timing, and conditions of such payments will be determined by Treasury in its sole discretion. All Program Plans must be submitted to Treasury for consideration no later than September 24, 2022.
- c. Funding for Programs for which no complete Program Plan is received by the deadline above will be considered forfeited by Recipient, unless Treasury, in its sole discretion, grants a deadline waiver.

5. **Civil Rights Compliance.** Recipient agrees to provide any documentation Treasury may require concerning its compliance with Title VI of the Civil Rights Act of 1964, Treasury's implementing regulations at 31 C.F.R. Part 22, and the government-wide regulations contained in 28 C.F.R. Part 42, Subparts C and F. Recipient acknowledges and agrees that award funds will not be made available to Recipient for Project Costs and may not be used by Recipient for Project Costs until such time as Recipient has submitted information and documentation as required by Treasury in accordance with 31 C.F.R. § 22.6 and 28 C.F.R. § 42.406, and Treasury provides notice of approval of such submission.
6. **Execution of Projects.** Recipient agrees to carry out any and all Projects in the manner described in Recipient's Program Plan approved by Treasury, subject to the requirements provided by the Grant Plan, this Grant Agreement, or requirements contained in the CPF Statute, Guidance, applicable laws, regulations, or executive orders.
7. **Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. Recipient shall not expend award funds or incur any obligations to be paid with the funding from this award after such period of performance ends.
8. **Reporting and Compliance.** Recipient agrees to comply with any reporting and compliance obligations established by Treasury related to this award, including, without limitation, the submission of quarterly project and expenditure reports, annual performance reports, and the submission of information on Recipient's workforce plans and practices related to Projects and subcontracted entities. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.
9. **Maintenance of and Access to Records.**
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with the CPF Statute, the Guidance, this Grant Agreement, the Grant Plan, and the Program Plan(s).
  - b. The Treasury Office of Inspector General, the Government Accountability Office, Treasury, and their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient related to the CPF grant in order to conduct inspections, audits or other investigations. This right also includes timely and reasonable access to Recipient's personnel for the purpose of interview and discussion related to such documents.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury.

10. Pre-award costs.

- a. For pre-award costs incurred after March 15, 2021, but prior to execution of the Grant Agreement, Recipient is required to provide reasonable assurance that the costs were incurred pursuant to the negotiation of and in anticipation of the award and are necessary for the efficient and timely performance of eligible Projects. Such costs are allowable only to the extent they would have been allowable if incurred after the date of the award and only with the written approval of Treasury.
- b. For the avoidance of doubt, unless otherwise provided, Treasury's approval of the Recipient's applicable Program Plan shall constitute written approval of pre-award costs that are identified in the Program Plan.

11. General award expenditures. Recipient may use funds to cover costs incurred during the period beginning March 15, 2021, for one or more eligible Programs included in a Program Plan.

12. Cost Sharing. Cost sharing or matching funds are not required for this award.

13. Compliance with Applicable Law, Regulations, and Guidance.

- a. Recipient agrees to comply with the CPF Statute and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal environmental laws and regulations, and Recipient shall provide for such compliance in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vi. New Restrictions on Lobbying, 31 C.F.R. Part 21.
14. Conflict of Interest. Recipient agrees that it will maintain in effect a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) covering each activity funded under this award. Recipient and subrecipients shall disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
15. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
16. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter award FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
17. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by Treasury to have been misused shall constitute a debt to the federal government.
  - b. Any such debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if Recipient knowingly or improperly retains funds that are a debt as defined in the paragraph above. Treasury will take any actions available to it to collect such debt.

18. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way constitute an agency relationship between the United States and Recipient.

19. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; and/or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

20. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

21. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

22. Amendments.

- a. The terms of this award may be amended with the written approval of Recipient and Treasury.
- b. In addition, Treasury reserves the right to amend the terms of this award if required by federal law or regulation without the consent of Recipient.
- c. Notwithstanding the above, Treasury may, upon reasonable notice to Recipient, unilaterally amend this agreement for the sole purpose of making ministerial or administrative changes or correcting scrivener's errors.

23. Termination.

- a. Treasury may terminate this award in accordance with 2 C.F.R. § 200.340.
- b. Any requests for termination by Recipient must be made in accordance with 2 C.F.R. § 200.340. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

24. Remedies. In the event of Recipient's noncompliance with the Program Plan(s), Grant Plan, Grant Agreement, CPF Statute, other applicable laws, regulations, executive orders, or any reporting or other program requirements, Treasury may take available remedies as set forth in 2 C.F.R. § 200.339.

25. Contract Provisions. All contracts made by Recipient under a federal award, as applicable must contain the contract provisions required under 2 C.F.R. Part 200, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Specifically, Recipient must ensure that all contracts in excess of \$10,000 address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.

26. Return of Funds. Recipient must return to Treasury any award funds not expended and not obligated by December 31, 2026 as part of the closeout process set forth in 2 C.F.R. § 200.344(d).

27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Award funds may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 C.F.R. § 200.216, including covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

28. Domestic Preferences in Procurement. If Recipient is a State or a State is a signatory to this Grant Agreement, to the extent practicable and consistent with applicable law under the award, Recipient and subrecipients will provide a preference for the procurement or use of goods, products, or materials produced in the United States as described in 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers (January 25, 2021).

29. **Federal Interest and Insurance.** Recipient agrees that any equipment, supplies or real property purchased or, in the case of real property, improved, using award funds will be used for the purpose and in the manner described in the approved Grant Plan or Program Plan, subject to the Guidance, the requirements of 2 C.F.R. § 200.310, Insurance, 2 C.F.R. § 200.311, Real Property, 2 C.F.R. § 200.313, Equipment, 2 C.F.R. § 200.314 Supplies, 2 C.F.R. § 200.315, Intangible Property, as applicable, and any other restriction Treasury may impose as a condition to approving Recipient's Application.
30. **Use of Buildings.** Recipient agrees that any buildings constructed or improved using award funds to jointly and directly enable work, education, and health monitoring will be used for all three of these purposes for a period of at least five years after completion of the construction of or improvement to such a building.
31. **Broadband Infrastructure Projects.** Recipient agrees that with respect to any completed Broadband Infrastructure Project:
- a. The Project will be designed to deliver, upon completion, service that reliably meets or exceeds symmetrical download and upload speeds of 100 Mbps. If it would be impracticable to do so for the reasons articulated in the approved Grant Plan or Program Plan, any such Broadband Infrastructure Project will be designed so that it reliably meets or exceeds 100 Mbps download speeds and between 20 Mbps and 100 Mbps upload speeds and is scalable to a minimum of 100 Mbps symmetrical for download and upload speeds.
  - b. Recipient will provide pricing data to Treasury as part of program performance and monitoring for such Broadband Infrastructure Project.
  - c. Recipient will require that any service provider for a completed Broadband Infrastructure Project participate in federal programs that provide low-income consumers with subsidies on broadband internet access services. Recipient agrees that it will require completed service offerings funded by the award to allow subscribers in the service area to utilize the Federal Communications Commission's Emergency Broadband Benefit program (if available) or the Affordable Connectivity Program (ACP). Recipient further agrees that it will require that any service provider for a completed Broadband Infrastructure Project will participate in ACP for the duration of the ACP or until the date the Broadband Infrastructure Project funded by this award is no longer in use.
32. **Liability.** In the case in which the Recipient is a quasi-governmental entity authorized by state law to receive funds on behalf of the state, the related State or eligible territory agrees and acknowledges that for any debt owed to the Federal Government, it is responsible for the payment of such debt, in whole or in part, if Recipient fails to make a payment pursuant to Section 17 herein. Moreover, the State or eligible territory agrees to perform Recipient's obligations hereunder if Recipient for any reason is unable to do so.

**SCHEDULE 2**  
**U.S. DEPARTMENT OF THE TREASURY**  
**CORONAVIRUS CAPITAL PROJECTS FUND**  
**STATES AND TERRITORIES**  
**SPECIAL AWARD CONDITIONS**

**Award Number:**

**Name of Grant Recipient:**

**Special Award Condition 1:**

**Reason:**