MEMORANDUM OF UNDERSTANDING

Between City of Laredo, Texas and Fiber2Go Corp.

Regarding Participation in the Texas BEAD Grant Program 2025

This Memorandum of Understanding (MOU) is entered into this 18th day of <u>July</u>, 2025, by and between <u>Laredo</u>, Texas (hereinafter referred to as the "Government Entity") and Fiber2Go Corp., a Texas telecommunications corporation (hereinafter referred to as "Fiber2Go"), collectively referred to as the "Parties."

1. Purpose.

The purpose of this MOU is to establish a cooperative framework between <u>Laredo</u>, <u>Texas</u> and **Fiber2Go** for the joint development and submission of a broadband infrastructure project application under the **Broadband Equity**, Access, and Deployment (BEAD) Program, administered by the Texas Broadband Development Office (TX-BDO).

2. Scope of Cooperation.

- The Government Entity shall serve as the Lead Applicant and Grant Administrator for the BEAD grant application and, if awarded, will receive and disburse grant funds for project execution.
- **Fiber2Go** shall act as the **Technical Implementation Partner**, responsible for the design, construction, and deployment of broadband infrastructure, and will assist in preparing technical documentation, project planning, and milestone tracking.
- **Fiber2Go** shall also support the **Government Entity** in all grant administration processes, including compliance documentation, regulatory coordination, and reporting to **TX-BDO** or its designated agents.
- The Parties agree to pursue a fiber-first deployment model with allowances for hybrid technologies, including fixed wireless or laser connectivity, when technically and financially justified under **BEAD** guidance.

3. Matching Fund Strategy.

The Parties acknowledge that the 25% required match will be requested as a waiver by the Government Entity, and both parties will actively supply the required evidence to support such waiver, subject to approval and inclusion of the Texas Match Assistance Program (TMAP) or other allowable matching sources.

4. Funding and Disbursement.

If awarded, the **Government Entity** will receive **BEAD** program funds and will disburse payment to **Fiber2Go** in accordance with a mutually agreed-upon milestone-based contract, to be executed

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following the grant award. Disbursements shall be made based on verified performance, inspection, and invoicing tied to project progress.

5. Term and Termination.

This MOU shall remain in effect until terminated by either party upon thirty (30) days' written notice. Upon award of BEAD funds, the Parties agree to enter into a formal **Grant Implementation Agreement** that will define detailed scopes of work, contract terms, schedules, and other binding obligations.

This MOU is entered into with the understanding that it is subject to review and possible approval by the Government Entity's Commissioners' Court or City Council. The Parties agree that the Government Entity will place this MOU on the Commissioners' Court or City Council's agenda for discussion and/or possible action within sixty (60) calendar days from the execution date of this document. Until such approval is secured, this MOU shall remain non-binding and reflect only the good-faith intent of the Parties to collaborate. However, it expressly permits the Government Entity to participate in the BEAD grant program as a consortium applicant with the STX Broadband Coalition alongside Fiber2Go. This participation may be canceled in the event that the Government Entity's Commissioners' Court or City Council does not approve the MOU within the specified timeframe.

6. General Provisions.

- This MOU does not create any legally enforceable rights or obligations. It is intended solely as a mutual expression of interest and intent to collaborate under the BEAD Program.
- This MOU incorporates by reference the applicable BEAD Program documents, including but not limited to the BEAD Notice of Funding Opportunity (NOFO), the Texas Initial Proposal Volume II, and the full set of guidelines and attachments issued by the Texas Broadband Development Office (TX-BDO). These documents will guide the roles, responsibilities, and performance expectations of all consortium members. They are available at the following official website: https://www.txsmartbuy.gov/esbd-grants/304-BDO-NOFA-009.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding:

| Understanding: | |
|---|------------------------------------|
| Entity: CITY OF LAREDO | FIBER2GO CORP. |
| By: Jugh w Tail | By: |
| Name: Joseph Neeb | Name: Arn Ramirez |
| Title: City Manager | Title: President |
| Address: 1110 Houston St. | Address: 1701 Directors Blvd. #430 |
| Laredo, Texas | Austin, TX 78744 |
| Telephone: 956-791-7464 | Telephone: (737) 242-0053 |
| Email: | Email: info@fiber2go.com |
| Date: 7/18/25 | Date: 7/18/2025 |
| Attest Man I Melhyl 7418-25 Mario I. Maldonado Jr. City Secretary | |

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Mario I. Maldonado Jr City Secretary

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