



STATE OF UTAH CONTRACT
The Governor's Office of Economic Opportunity
Local Digital Access Planning Grant Contract

1. **CONTRACTING PARTIES:** This Local Digital Access Planning Grant contract (this "Contract") is between the State of Utah, Governor's Office of Economic Opportunity ("GOEO"), the Utah Broadband Center, referred to collectively as the "State", and the following Grantee:

Salt Lake County
2001 South State Street, Ste N2100
P.O. Box 144575
Salt Lake City, UT 84114-4575

Contact Person: Brooke Lockyer
Contact Phone: (385) 226-0501
Contact Email: blockyer@slco.org
Legal Status of Contractor: Governmental Agency
Vendor #: 42785FC

The State and Grantee are sometimes referred to individually as "Party" or collectively as "Parties."

2. **THE GENERAL PURPOSE OF THIS CONTRACT:** The purpose of this contract is to provide a conditional grant to Grantee under the Local Digital Access Planning Grant program. This program will provide funding to support the development of a local digital connectivity plan that addresses barriers to connectivity community members face. This grant program is intended to support organizations such as nonprofits, government departments, or collaborative groups as they work with stakeholders and community partners to identify projects to expand digital connectivity and achieve digital equity in their communities.
3. **AUTHORITY:** This Contract is entered into and pursuant to the State's authority to administer funds under Utah Code § 63N-17-101 et seq (Utah Broadband Center enabling act).
4. **CONTRACT PERIOD:**
Effective date: March 1, 2023
Termination date: August 1, 2023, with no option for renewal. Unless either party terminates this Contract in accordance with the terms and conditions set forth herein, this Contract will remain in effect for the entire term.
5. **CONTRACT AMOUNT:** The State awards and Grantee accepts a potential grant award (the "Grant") of up to \$30,000.00, (the "Grant Funds") which represents the maximum amount that will be awarded under this Contract.
6. **BY ACCEPTING GRANT AWARD, GRANTEE HEREBY AGREES TO THE FOLLOWING:**
 - a) Grantee agrees to abide by the terms and conditions outlined in Attachment B: Local Digital Access Planning Grant Terms and Conditions, as well as all other applicable terms, conditions, administrative rules, statutes, and instructions and guidelines listed in the application at the time Grantee applied for the Grant.
 - b) Grantee shall use the Grant Funds solely for the purposes outlined in Attachment B: Local Digital Access Planning Grant Terms and Conditions, and Attachment C: Project Plan which are incorporated herein by reference, to accomplish the deliverables and outcomes outlined in and the costs allowable under this Contract, program policies and procedures.

- c) **Source of Grant Funds.** Grant Funds come from State or Federal appropriations. State shall notify Grantee of the source of funds prior to disbursement to Grantee. If the Grant Funds come from Federal appropriations, then use of those funds shall be subject to Federal requirements, which requires that Grantee solicit, through a competitive bidding process, the services to complete the Project, in addition to other Federal requirements such as those set forth below, depending on the source of those funds:
- d) **Requirements for Grant Funds.** Due to the Grant Funds being from the federal Digital Equity Act, the Grantee agrees to comply with all applicable State and Federal rules and regulations, including but not limited to the following: requirements of the Digital Equity Act Planning Grant Program, authorized by the Infrastructure Investment and Jobs Act of 2021, Division F, Title III, Section 60304(c), Public Law 117-58, 135 Stat. 429 (November 15, 2021), also known as the Bipartisan Infrastructure Law; the requirements set forth in the Notice of Funding Opportunity (NOFO) published on May 13, 2022, and compliance with 2 C.F.R. Part 200 (regarding Grants and Agreements), and Human Subject Research requirements (Grantee is advised to use the pre-approved survey provided by the State).¹ Grantee acknowledges and agrees that the State is subject to reporting requirements regarding the use of the Grant funds and that the State may be subject to recoupment by/to the United States Treasury for amounts that are not expended for eligible uses. Any use of awarded funding by Grantee that is contrary to the agreed upon project parameters or federal regulations will be subject to project cancellation and recoupment of awarded funds. Grantee shall not loan, grant, or collateralize the Grant funds.

7. ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:

Attachment A: Standard Terms and Conditions for Grants
Attachment B: Local Digital Access Planning Grant Terms and Conditions
Attachment C: Project Plan

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:

Grantee's Application and all governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to, Utah Code § § 51-2a, 63N-17-101, and Utah Code Title 63J.

¹ If Grantees do not use the State survey form, then Grantee's form must comply with Federal Human Subjects Research (HSR) Guidance: <https://broadbandusa.ntia.doc.gov/sites/default/files/2022-08/BEAD-Planning-Grant-HSR-Guidance-Final-9-29-2022.pdf> If a Grantee elects not to use the state survey and wants to have their own surveys reviewed in accordance with the HSR guidelines from NTIA, then the Grantee share the results of that review with the State. Grantee shall also share with State the results of the HSR.

BY SIGNING THIS CONTRACT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD AND AGREES TO THE CONDITIONS OF THIS CONTRACT


THE STATE OF UTAH



Name: Rebecca Dilg
Title: Director
Date: 4/3/2023
Utah Broadband Center



Name: Jim Grover
Title: Managing Director of Incentives & Grants
Date: 4/7/2023
Governor's Office of Economic Opportunity



Name: Jason Marden
Title: Director of Finance
Date: 4/11/2023
Governor's Office of Economic Opportunity



Name: Kamron Dalton
Title: Managing Director of Operations
Date: 4/11/2023
Governor's Office of Economic Opportunity



Date: 4/11/2023
Division of Finance
State of Utah
Contract Number: 230630655

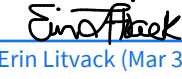
SALT LAKE COUNTY



Name: Jean Hill
Title: Director
Date: Mar 30, 2023

Reviewed as to Form and Legality
Salt Lake County
District Attorney's Office
David V. Peña Digitally signed by David V. Peña
Date: 2023.03.28 18:16:10 -0600

SALT LAKE COUNTY



Name: Erin Litvack
Title: Mayor or Designee
Date: Mar 30, 2023

ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GRANTS

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a. **“Contract”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 - b. **“Grant Money”** means money derived from State fees or tax revenues that are owned, held, or administered by the State.
 - c. **“Grantee”** means the individual or entity which is the recipient of Grant Money from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
 - d. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
 - e. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
 - f. **“SubGrantees”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee’s manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract. This includes documentation related to Grantee’s performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee’s use of the Grant Money is appropriate and has been properly reported.
5. **CONFLICT OF INTEREST:** Grantee represents that none of its officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.
6. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the state of Utah agency effectuating this Contract.
7. **INDEMNITY:** Grantee shall be fully liable for the actions of its agents, employees, officers, partners, and SubGrantees, and shall fully indemnify, defend, and save harmless the State from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Grantee’s performance of this Contract caused by any intentional act or negligence of Grantee, its agents, employees, officers, partners, or SubGrantees, without limitation; provided, however, that Grantee shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State. The parties agree that if there are any limitations of Grantee’s liability, including a limitation of liability clause for anyone for whom Grantee is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
8. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah’s Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee’s employees.
9. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
10. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.

- 11. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
- 12. INSURANCE:** Grantee shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate. Grantee shall provide a Certificate of Insurance to the State of Utah as proof of the general liability insurance policy and other required insurance policies to the State prior to any disbursement or payment from the State of Utah. Grantee must add the State of Utah as an additional insured with notice of cancellation. During the term of this Contract, Grantee shall renew insurance coverage and provide the renewed Certificate to the State. Failure to provide proof of insurance, as required, shall be deemed a material breach of this Contract. Grantee's failure to maintain this insurance requirement for the term of this Contract shall be grounds for immediate termination of this Contract.
- 13. WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
- 14. PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
- a. Grantee may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.
- 15. PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
- 16. REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
- 17. ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
- 18. NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom Grantee is liable. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
- 19. PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
- 20. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
- 21. OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
- 22. WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

23. **ATTORNEYS' FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.
24. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
25. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
26. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
27. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 March 2019)

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ATTACHMENT B: LOCAL DIGITAL ACCESS PLANNING GRANT TERMS AND CONDITIONS

1. **PROJECT DESIGN AND SCOPE OF WORK:** The scope of work for this Contract shall be the Grantee’s Project Plan as described in Attachment C. Grant Funds awarded under this Contract shall be used by Grantee to accomplish the project described therein.

2. **USE OF FUNDS:**
 - a) Grantee shall use Grant Funds to complete the Project Plan as outlined in Attachment C and in Grantee’s application for the Local Digital Access Planning Grant.
 - b) The project shall be located within the State of Utah.
 - c) The following activities are allowable (“Eligible Costs”) for use of grant funding:
 - i. Consultant costs for planning activity support. Grantee may contract with a new or existing consultant.
 - ii. Staff time spent on grant project activities.
 - iii. Grantee may request technical assistance from the Utah Broadband Center consultant, Horrocks Engineering. These services include:
 1. Local engagement toolkit,
 2. Determination of priority project areas,
 3. Mapping cost projections for future projects,
 4. Execution strategy implementation toolkit,
 5. Resource sustainability planning,
 6. Alignment of existing and new connectivity plans,
 7. Asset inventory, including methods for determining existing digital connectivity resources, and
 8. Needs and gaps assessments, including digital disparity mapping.
 - iv. Research and data collection, including travel costs incurred as part of these efforts.
 - v. Outreach communications related to the development of the digital connectivity plan, including outreach events.
 - vi. Asset mapping to catalog existing digital connectivity resources and programs or services.
 - vii. Mapping efforts to identify areas of particular need.
 - viii. Conducting surveys of target communities proposed in Attachment C, which may include residents of a geographic area or members of a Covered Population as defined in the Digital Equity Act and expanded by the Utah Broadband Center, to better understand barriers to digital access.
 - ix. Indirect/F&A costs (capped at 2% of the grant award).
 - d) The following activities are ineligible costs for this grant funding:
 - i. Subgrants.
 - ii. Construction costs, including permitting and supplies.
 - iii. Equipment costs.
 - iv. Project implementation costs. Grant Funds shall only be used to support planning efforts.

3. **FUNDING:** All Grant Funds awarded under this Contract are subject to the following funding conditions:
 - a) Grantee shall not receive any Grant Money until this Contract is fully signed and executed.
 - b) Upon execution of this Contract, Grantee may select and request one of the following payment options:
 - i. Request periodic disbursements of grant funds, such as progress payments, in accordance with a timeline and project milestones to be completed by certain dates,

subject to prior approval by the State. With this timeline and milestones, Grantee may submit an invoice for up to 75% of the Contract Amount, to be disbursed in periodic payments after verification of the completion of the milestones; or
ii. Subject to the discretion of the State, the full 75% may be distributed to the Grantee up front.

Grantee shall specify in writing, via email to the Incentive and Grants Managing Director (or designee), which of one of the two options the Grantee has selected for disbursement (choose one: i. periodic payments, or ii. 75% upfront).

- c) By June 1, 2023, Grantee shall submit their local connectivity plan. The State shall review the local plan and either approve it or request revisions from the Grantee. If requested, the Grantee shall submit a revised local connectivity plan by August 1, 2023.
 - d) Upon approval of the local connectivity plan and completion of the project, Grantee shall submit an invoice for the final, remaining 25% of the Contract Amount, to be reimbursed upon Grantee providing the State with the final financial report.
 - e) The State shall perform a monthly grant progress review after Grantee has been awarded the Grant Funds. Based on the review outcome, the State shall have the sole right to adjust the amount of the Grant Funds paid to Grantee for reimbursement in future payments, or awarded overall to Grantee.
 - f) The final delivery of the Contract Amount shall be distributed as reimbursement for dollars spent by the Grantee for Eligible Costs within the scope of the Grantee's project as described in Attachment C.
 - g) Grant Funds not used by Grantee for Eligible Costs during the term of this project shall be returned to the State. In addition, if the Project as described in Attachment C is not completed by the Contract Termination Date, the State shall have the right to recover from Grantee any Grant Funds previously advanced.
 - h) In no event shall payments from the State to Grantee exceed, in sum, the Contract Amount or the full cost of the project.
4. **REQUIREMENTS FOR REIMBURSEMENT OF GRANT FUNDS:** The State shall make available to Grantee an online portal allowing Grantee to make requests for final reimbursement of the remaining 25% of Grant Funds. The Compliance Department of the Governor's Office of Economic Opportunity shall examine the key elements in Attachment C: Project Plan and compare with delivered products or services to determine reimbursement qualification. In addition to documentation relating to the key elements as stated above, Grantee shall submit the following documentation upon final reimbursement request:
- a) A Letter of Request on entity letterhead specifying the amount requested and certifying that the project is fully completed and all project invoices to Grantee have been paid by Grantee. The Letter of Request shall be signed, and the accuracy of the information verified by a company officer.
 - b) A summary on a template provided by the Grantee of all invoices and evidence of payment (i.e., checks, bank statements, loan agreements) for work on the project.
 - c) A final report, in the format provided by the State to the Grantee with reasonable notice.
5. **REIMBURSEMENT REQUESTS:** Requests shall be submitted to the State electronically through the online portal. A link to the online portal will be sent to Grantee upon the completion of the processing of this Contract. Grantee shall document that all the grant money received by the Grantee for this project was spent on eligible costs and efforts towards the project.
6. **SCHEDULE OF PAYMENT:** All reimbursements are subject to a performance review of goals and benchmarks established by the Grantee's Project Plan. Grant Funds shall be disbursed as follows:
- a) Reimbursement requests received by GOEO more than six (6) months after the Contract termination date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.

- b) Grant amount is payable within sixty (60) days of a complete request. Final payment shall be made only after approval of the completion of the project.
- c) Successful completion will be determined by the State, based on documentation of completion of goals and benchmarks as outlined in Attachment C and as defined above.
- d) In no event shall payments exceed the total Grant amount provided for in this Contract. Funds shall be disbursed within sixty (60) days of the receipt of a complete request from Grantee and approved by the Compliance Department of GOEO, in cooperation with the Program Director.

7. **REPORTING REQUIREMENTS:**

- a) Grantee shall participate in monthly cohort conference calls throughout the term of this Contract. The State shall provide Grantee with reasonable notice of such calls.
- b) On or before June 1, 2023, Grantee shall submit a report to the State that describes and contains the following information:
 - i. An initial draft of Grantee's digital connectivity plan, and
 - ii. A financial report describing the amount of Grant Funds expended to date.
- c) On or before September 1, 2023, Grantee shall submit a final written report to the State that describes and contains the following information:
 - i. The amount of Grant Funds the Grantee has received,
 - ii. How the Grant Funds have been utilized by the Grantee, including:
 - a. A copy of Grantee's digital connectivity plan,
 - b. The amount of the Grant Funds expended to date, and
 - c. A summary of progress made towards the project as outlined in Attachment C.
 - iii. A summary on a template provided by the Grantee of all invoices along with evidence of payment (i.e., checks, bank statements, loan agreements) for work on the project.
- d) Any other reporting, auditing, or post-performance requirements requested by the State.

8. **SITE VISITS:** The State and third-party independent auditors or evaluators reserve the right to visit the Grantee's operations, the project site, and other facilities related to the project. Grantee agrees to allow State access to such sites and facilities as agreed, upon reasonable notice to Grantee.

9. **ACCESS TO DATA:** At State's request Grantee shall allow State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's Project Plan.

10. **AUDIT:** Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant. Grantee shall make available for audit and inspection the records of expenditures relating to this Contract until all State audits are completed or for period of up to five (5) years from the date of this Contract. Grantee shall refund to the State any Grant Funds spent that did not meet the requirements of this Contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.

11. **STATE CONTACT PERSON:** The State designates the current Incentive and Grants Managing Director, or designee at GOEO, as the contact person at GOEO to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

12. **EVALUATION:** The State reserves the right to review the independent evaluation of the use of the grant funding and of the activities covered by this Contract, including achievement of goals and benchmarks, location of entity, and achievement of outcomes, economic development, and job creation. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. Grantee agrees to allow the State or its representatives, access to and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.

13. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this Contract and pay no further funds, if Grantee breaches any of the terms of this Contract including failure to provide an actionable plan, as determined by the State, thirty (30) days after the required date of reporting found in Section 7, above.
14. **ATTRIBUTION:** Grantee shall make appropriate and reasonable efforts to ensure that the GOEO is recognized as a partner in the project. Such efforts may include recognition of the office in fundraising materials, use of the GOEO name and official logo, and other appropriate attribution for the funding made possible by the office.

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ATTACHMENT C: PROJECT PLAN

PROJECT PROPOSAL:

The purpose of developing local digital access plans is to identify local broadband access, affordability, equity, and adoption needs and to adopt strategies, goals, and initial measures to meet those needs. The local digital connectivity plans developed by recipients of the Local Digital Access Planning Grant will identify priority areas to address barriers to connectivity. These plans must include:

- Executive summary of the local digital access plan. The plan will encompass a five-year strategic plan which will address both state statute Utah Code §63N-17-202(c) and federal requirements of the federal Digital Equity Act (DEA). The plan will identify specific areas of digital inclusion/access/equity strategies, stakeholder partnerships, and other essential strategies to bring affordable broadband access to every local citizen.
- Community vision and goals for digital access over the next five years.
- Description of process used to gather information and develop the local digital access plan, including details about specific types of outreach and data analysis.
- Detailed description of existing resources, both financial and otherwise, that support broadband infrastructure deployment and digital access.
- Detailed description of existing and potential partnerships that are or will be engaged in local digital connectivity plan development and/or ongoing connectivity efforts.
- Inventory of current broadband assets, both hard assets and soft assets, that can be leveraged to close the digital divide. Assets relating to broadband adoption, broadband affordability, and digital access must each be included.
- Assessment of the needs and gaps between the current state and the community's needs in terms of broadband adoption, broadband affordability, and digital access.
- Identification of existing and potential obstacles or barriers that the community may encounter during the development and implementation of the local digital access plan.

After the local digital access plan is completed and submitted to the Utah Broadband Center, it will be incorporated into the state of Utah's five-year Digital Connectivity Plan and submitted to the National Telecommunications and Information Administration. This five-year statewide digital connectivity plan will be a crucial resource in determining the state's priorities regarding broadband infrastructure deployment and digital access efforts.

Additional and specific project partners include:

- Salt Lake County's Criminal Justice Initiatives Office
- Jail Resource Reentry Program
- Salt Lake County's Criminal Justice Services
- Salt Lake County Jail

SCOPE OF WORK:

Provide innovative solutions to expand the access, adoption, and use of high-speed internet and its related technologies to all people. Perform outreach to each of the cities, towns, partners, and stakeholders to gain feedback regarding the broadband access conditions across the applicant's region or service population. Utilize existing data sets, in combination with new data collection efforts, to identify areas of need regarding digital access. The Recipient, in creating the local digital access plan, will encompass digital inclusion through the following main areas:

- Development of a local digital access plan with a first draft provided to the Utah Broadband Center on or before June 1, 2023, and a final draft provided to the Utah Broadband Center on or

before August 1, 2023.

- Meeting one-on-one with community leaders and staff with knowledge of the availability² of high-speed internet connectivity and accessibility³ in the community. The meetings will be done through various means including but not limited to county and city council or commission meetings, Tribal council meetings, community coalitions, special service district meetings; etc.
- Carry out public engagement strategies to ensure that all relevant stakeholders are involved with plan development, including stakeholders from the nine covered populations:
 - Individuals who live in households at or under 150% of the federal poverty level.
 - Aging individuals.
 - Incarcerated individuals, other than individuals who are incarcerated in a Federal correctional facility.
 - Veterans.
 - Individuals with disabilities.
 - Individuals with a language barrier, including individuals who— a. are English learners; and b. have low levels of literacy.
 - Individuals who are members of a racial or ethnic minority group.
 - Individuals who primarily reside in a rural area.
 - New Americans.
- Provide recommendations to address the identified gaps, including but not limited to affordability, digital skill building, technical assistance or device availability and related costs and timeline to complete; preferably within the federal guidelines over the next five years.
- Where possible, identify and quantify the economic and social impact of gaps identified.
- Conduct outreach with community groups, schools, organizations, and Tribal and local governments to identify digital access needs and encourage engagement in in creating proactive strategic plans.
- Utilize and promote the Connecting Utah website and surveys. Collect approved Connecting Utah surveys from the various demographics of elected officials, government employees, tribal leaders, residents, and businesses.
- Attend monthly cohort meetings with Local Digital Access Planning Grant recipients and Utah Broadband Center staff members to receive technical assistance and support.

Additional and specific action items as provided in the application include:

The process the project partners will use to develop a complete draft of a local five-year digital connectivity plan by June 1, 2023, will be based on U.S. Department of Justice Bureau of Justice Administration guidelines for project planning, which may be found at <https://bja.ojp.gov/program/it/policy-implementation/project#7170dw>. These guidelines were adjusted to the size and scope of the Grantee’s local project and include:

- 1) Convening of Project Partners on a regular basis throughout the project period.
- 2) Project Partners review and refine project goal, objectives, and activities. The goal, objectives, and activities will be SMART (specific, measurable, achievable, relevant, timebound).
- 3) Project Partners develop a project timeline to include milestones and specific person responsible.
- 4) Using the resources developed in 2) and 3), Project Partners assemble and finalize the plan for submission.
- 5) With future funding, the plan will be implemented and scaled, as possible.

² Availability here means the adequate technology and infrastructure is in place and is able to be physically connected to an address location.

³ Accessibility here means the household has the monetary means, the skill set, the devices and capability to connect to the internet at their home address.

DELIVERABLES AND OUTCOME:

The Grantee will deliver a concise first draft plan on or before June 1, 2023, based on:

- Stakeholder outreach.
- existing data sets, in combination with new data collection efforts, to identify areas of need regarding digital access.
- Asset inventory and gaps analysis.

The Grantee will compile from the local meetings, asset maps, and stakeholder outreach, a local digital access plan that will show areas and communities that may have broadband availability but are unable to access broadband based on affordability; the Grantee will identify areas where community members are unable to access broadband based on digital skills gaps or lack of devices; the Grantee will design a plan that incorporates and strategizes broadband efforts from local and state agencies. The plan will give a yearly timeline of prioritized projects to be completed.

TIMELINE:

Description	Date(s)
Commencement of contract	Effective Date March 1, 2023
Deadline to submit rough draft of local digital access plan and financial report to Utah Broadband Center	June 1, 2023
Deadline to submit final local digital access plan to Utah Broadband Center	August 1, 2023
Deadline to submit final financial report to Utah Broadband Center	September 1, 2023

BUDGET:

Personnel	
1) Criminal Justice Initiatives	\$3,000.00
2) Jail Resource Reentry Program	\$5,000.00
3) Salt Lake County Jail	\$13,000.00
Fringe Benefits	\$8,400.00
Indirect Costs	\$600.00
 Total	 \$30,000.00

The Salt Lake County Mayor’s Office of Criminal Justice Initiatives is in the earliest of planning stages in considering the budget elements and key personnel needed to build the described plan. This grant budget reflects a distribution across the project partners to fund designated personnel and likely multiple designated personnel per department throughout the project period.