GRANT AGREEMENT Digital Demonstration Projects Grant Program

This Grant (Subaward) Agreement ("Agreement") is entered into by and between the Department of Economic Development, an executive branch agency of the State of Missouri ("DED"), and Subrecipient (together with DED a "Party" or collectively the "Parties"). 1.

IDENTIFYING INFORMATION

A field with an asterisk (*) is a defined term in this Agreement.

SUBRECIPIENT*	PROJECT NAME/ACTIVITY
City of Kansas City	ACP Promotion & Registration Program
STATE OF ORGANIZATION	TYPE OF ENTITY
MO	County/municipal government
EIN	SAM.GOV UNIQUE ENTITY IDENTIFIER
446000201	JY2DYJXPQW56
FEDERAL AWARD ID NUMBER	CFDA NUMBER AND NAME
29-30-DP314	11.032 State Digital Equity Planning Grants
MAXIMUM SUBAWARD* \$25,000	
DATE OF AWARD*	PERIOD OF PERFORMANCE*
March 31, 2023	Date of Award through August 31, 2023
Attn: Brian Platt Title: City Manager Street: 414 E. 12 th St City of Kansas City, MO Phone: 8165131408 Email: brian.platt@kcmo.org	NOTICE TO DED* Department of Economic Development Attn: BJ Tanksley Director of Broadband Development Mail: PO Box 1157 Jefferson City, MO 65102 Physical: 301 W. High Street, Suite 720 Jefferson City, MO 65101 Phone: 573/522-6261 Email: broadband@ded.mo.gov

2. RECITALS

2.1. The federal Infrastructure Investment and Jobs Act of 2021 (P.L. 117-58) established grant programs, including Section 60304(c), the Digital Equity Act ("DEA").

- 2.2. The U.S. Department of Commerce ("Commerce") issued a Notice of Funding Opportunity for the State Digital Equity Planning Grant Program, dated May 13, 2022 ("DEA Planning Grant NOFO").
- 2.3. Commerce issued Frequently Asked Questions on the DEA grant programs, including the DEA Planning Grant ("DEA FAQS") on or about June 6, 2022.
- 2.4. DED applied for funds from Commerce under the DEA Planning Grant NOFO for the purpose of funding state-level planning for digital inclusion in Missouri.
- 2.5. Commerce awarded a DEA planning grant to DED, and they entered into a grant agreement on December 6, 2022 ("Commerce-DED Grant Agreement").
- 2.6. Under the Commerce-DED Grant Agreement, DED must prepare and submit a State Digital Equity Plan to Commerce by November 14, 2023.
- 2.7. The content and form requirements for Missouri's Digital Equity Plan are as set forth in the Digital Equity Act of 2021 (47 U.S.C. §§ 1721-1726), the DEA Planning Grant NOFO (pp. 20-22), and the DEA FAQs, Section 9, State Digital Equity Plans (pp. 11-12).
- 2.8. DED must report to Commerce as set forth in the DEA Planning Grant Agreement, and the DEA Planning Grant NOFO (pp. 32-33), via semi-annual reports and annual reports. Also see DEA FAQs, (FAQ section 10).
- 2.9. DED established the Digital Demonstration Projects Grant Program ("Program"), to fund projects and research to help determine what activities most effectively improve digital equity and inclusion in Missouri. The results of projects funded by the Program will inform Missouri's Digital Equity Plan.
- 2.10. DED issued final guidelines for the Program prior to accepting applications for the Program ("Program Guidelines") on February 1, 2023, and began accepting applications the same day.
- 2.11. Subrecipient submitted an application for a digital demonstration project, and DED approved the project for funding.
- 2.12. The Parties wish to set forth their mutual expectations and obligations with respect to DED's Subaward to Subrecipient, and agree as follows:

3. **DEFINITIONS**

- 3.1. As used in this Agreement, capitalized terms have the meanings set forth in the introductory clause, section 1 (terms followed by an asterisk), section 2 of this Agreement, the DEA Planning Grant NOFO, the Program Guidelines, and as follows:
 - (a) "Allowable Costs" has the meaning set forth in section 6 of this Agreement.
 - (b) "Commerce-DED Grant Agreement" is the grant agreement described in section 2.5 of this Agreement, and is the document attached as Exhibit 1 to this Agreement.

- (C) "Commerce Standard Terms and Conditions" means the <u>Department of</u>
 Commerce Financial Assistance Standard Terms and Conditions dated
 November 12, 2020.
- (d) "DEA FAQs" are the FAQS described in section 2.3 of this Agreement, accessible at https://broadbandusa.ntia.doc.gov/sites/default/files/202206/DE-FAQs.pdf.
- (e) "DEA Planning Grant NOFO" is the notice described in section 2.2 of this Agreement, and is the document attached as Exhibit 2 to this Agreement.
- (f) "Federal Financial Assistance" has the meaning set forth in 2 CFR 200.1.
- (9) "Program Funds" means the Federal Financial Assistance Subrecipient has or may receive from DED under this Agreement, which must not exceed the Maximum Subaward amount in section 1 of this Agreement.
- (h) "Program Guidelines" means the document attached as Exhibit 3 to this Agreement, titled "Digital Demonstration Projects Grant Program Guidelines", dated January 31, 2023.
- (i) "Project" means the project as set forth in Subrecipient's Application, further identified by the Project Name/Activity in section 1 of this Agreement.
- (i) "Request for Program Funds" means any form, whether paper or electronic, by which Subrecipient requests payment from DED from Program Funds by providing required information and supporting documentation.
- (k) "RSMo" means the Revised Statutes of Missouri.
- (1) "Subaward" has the meaning set forth in 2 CFR 200.1, and is as described in the contract documents set forth in section 4 of this Agreement.
- (m) "Subrecipient" means the entity identified in section 1 of this Agreement, which is a subrecipient as that term is defined in 2 CFR 200.1.
- (n) "Subrecipient's Application", means the application form and supporting documentation received by DED from Subrecipient for the Program by which Subrecipient requested an award of federal financial assistance, further identified based on the Project Name/Activity specified in section 1 of this Agreement.
- (0) "Unallowable Cost" has the meaning as set forth in the Uniform Guidance, subpart E, and as set forth in section 6 of this Agreement.
- (P) "Uniform Guidance" means 2 CFR part 200. Uniform Administrative Requirements, Cost Principles, and Audit Requirements, adopted by Commerce pursuant to 2 CFR 1327.101.

4. THE CONTRACT DOCUMENTS

- 4.1. The contract between the Parties with respect to the grant of Program Funds to Subrecipient shall consist of:
 - (a) This Agreement, which includes the Commerce-DED Grant Agreement (Exhibit 1), the DEA Planning Grant NOFO (Exhibit 2); and the Program Guidelines (Exhibit 3);
 - (b) The <u>Commerce Standard Terms and Conditions</u>, incorporated by reference as if attached to or fully set forth in this Agreement; and
 - (C) Subrecipient's Application, incorporated by reference as if attached to or fully set forth in this Agreement.

5. SUBRECIPIENT'S OBLIGATIONS

- 5.1. In entering into this Agreement, Subrecipient certifies that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the Project in compliance with this Agreement.
- 5.2. In addition to federal and state laws, regulations, and executive orders as set forth elsewhere in this Agreement, all of Subrecipient's activities under this Subaward must comply with all applicable requirements in:
 - (a) The Digital Equity Act of 2021, codified at 47 U.S.C. §§ 1721-1726: (b) Commerce DEA Planning Grant guidance documents:
 - DEA Planning Grant NOFO (Exhibit 2);
 - ii. DEA FAQs; and
 - iii. Any other guidance issued by Commerce regarding the DEA Planning Grant;
 - (C) The Commerce-DED Grant Agreement, which includes Specific Award Conditions (Exhibit 1);
 - (d) The Commerce Standard Terms and Conditions; and (e) The Program Guidelines (Exhibit 3).
- 5.3. Subrecipient may use Program Funds only to carry out the activities for the Project as set forth in Subrecipient's Application and for no other purpose.
- 5.4. Subrecipient must complete the Project by the end of the Period of Performance set forth in section 1 of this Agreement.
- 5.5. Subrecipient may only be paid by DED with Program Funds for Allowable Costs.

6. COST PRINCIPLES

- 6.1. Allowable Costs will be determined based on the following:
 - (a) Subpart E of the Uniform Guidance, Cost Principles, including but not limited to:

- i. The cost is necessary for Subrecipient to carry out the Project;
- ii. The cost must not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost:
- iii. The cost must have been incurred directly or indirectly to carry out the Project; and
- iv. The cost must be adequately documented;
- (b) The cost must be incurred by Subrecipient during the Period of Performance;
- (C) The cost must be included in the Project's budget submitted as part of Subrecipient's Application;
- (d) The cost is <u>not</u> an Unallowable Cost, which includes, but is not limited to, the following:
 - i. Costs incurred by Subrecipient before the Date of Award or after the end of the Period of Performance, except for Subaward administrative costs incurred relating to closeout of an award;
 - ii. Costs or uses not eligible as set forth in 47 U.S.C. § 1723, the DEA Planning Grant
 - NOFO, the DEA FAQs, the Commerce-DED Grant Agreement, or the Program Guidelines; iii.

Indirect costs: or

iv. Costs that are not allowable under Subpart E of the Uniform Guidance, Cost Principles, including but not limited to exclusions of selected items of cost in 2 CFR 200.420-.476.

7. PROGRAM FUNDS PAYMENT

- 7.1. Subrecipient will receive no Program Funds from DED until it has successfully registered for and received a vendor number from Missouri's SAM II vendor registration system.
- 7.2. Subrecipient may submit Requests for Program Funds to DED with all necessary supporting documentation, including invoices, by using an electronic interface designated by DED, which will require Subrecipient to have the ability to upload electronic copies of documents.
 - (a) Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):
 - i. Invoice/reference number (assigned by Subrecipient);
 - ii. Invoice date;
 - iii. Invoice period (to which the payment request is applicable);
 - iv. MO Contract Number (from section 1 of this Agreement);

v. Recipient/Pass-through Entity: State of Missouri, Department of Economic Development; vi.

Subrecipient name;

- vii. Subrecipient remittance address;
- viii. Subrecipient contact for invoice questions (name, phone, and email, if available); and
- ix. Itemization of payment requested for the invoice period detailing, at minimum, all of the following:
 - a. The amount requested by Subaward budget line-item;
 - b. The amount paid by Subaward budget line-item to date;
 - c. The total amount paid under this Agreement to date; and
 - d. The total amount requested (all line-items) for the invoice period:
- (b) If total payments to Subrecipient under this Agreement exceed the Maximum Subaward amount, Subrecipient must refund the excess amount to DED.
- 7.3. Upon review and approval of Subrecipient's Request for Program Funds, DED shall pay Subrecipient's Allowable Costs with Program Funds, not to exceed the Maximum Subaward amount in section 1 of this Agreement.
- 7.4. Subrecipient must submit its final Request for Program Funds to DED no later than seven (7) days after the end of the Period of Performance. DED will not remit payment for a Request for Program Funds received after this date.
- 7.5. DED is not liable for any of Subrecipient's obligations, expenditures, or commitments in any amount in excess of the Maximum Subaward amount in section 1 of this Agreement.
- 7.6. Any payments to Subrecipient will be subject to reduction for amounts included in any invoice or payment that are determined by DED, on the basis of audits or monitoring, to constitute Disallowed Costs in accordance with the Cost Principles of subpart E of the Uniform Guidance and as set forth elsewhere in this Agreement.
- 7.7. An initial payment by DED will not be construed as a final determination by DED that the costs are Allowable Costs.

8. REPORTING

8.1. Subrecipient agrees to cooperate with DED in DED meeting its reporting requirements to Commerce under the DEA Planning Grant NOFO, the Commerce-DED Grant Agreement, the Commerce Standard Terms and Conditions, and the DEA FAQs, as it relates to this subaward. In the case of an additional reporting obligation imposed by DED under 2 CFR 200.332(a) (3), this Agreement shall be amended.

9. MONITORING AND CLOSEOUT

- 9.1. DED will monitor the Project to evaluate Subrecipient's compliance with Federal statutes, regulations and the terms of this Agreement, and will take prompt action when instances of noncompliance are identified.
 - (a) Monitoring and oversight may be in the form of site visits or desk reviews. DED will notify Subrecipient in advance of any site visits.
- 9.2. Subrecipient must submit to DED all Subaward closeout documents no later than ninety (90) days after the end of the Period of Performance, so that DED can submit its closeout documents to Commerce, as set forth in 2 CFR 200.344.
- 9.3. Closeout will be conducted pursuant to the Uniform Guidance and the Subrecipient shall have continuing responsibilities as set forth in 2 CFR 200.345.

10. RECORD RETENTION AND ACCESS

- 10.1. Subrecipient must establish and maintain records, including financial documents, sufficient to enable DED to determine whether Subrecipient has complied with the terms of this Agreement, and to assist DED in meeting its recordkeeping requirements. Such records may include, but are not limited to:
 - (a) Records documenting compliance with The Digital Equity Act of 2021, codified at 47 U.S.C. §§ 1721-1726; Commerce Guidance as described in sections 5.2(b) of this Agreement, and other terms of this Agreement (2 CFR 200.302(a)); (b) Records sufficient to permit, as stated in 2 CFR 200.302(a):
 - i. The preparation of reports required by general and program-specific terms;
 - ii. The tracing of funds to a level of expenditures adequate to establish that such funds have been used according to Federal statutes, regulations, and the terms of this Agreement; and
 - (c) Records allowing DED to establish and demonstrate that the requirements of 2 CFR 200.302(b) are met with respect to the Project.
- 10.2. Subrecipient must retain all of its records relating to this Subaward, including supporting documentation, for three (3) years from the date of DED's closeout of this Subaward, unless a longer period is required as set forth in the exceptions in 2 CFR 200.334.
- 10.3. Subrecipient must give the State, DED, Commerce, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Subrecipient related to this Subaward in order to conduct inspections, audits, or other investigations. Subrecipient must also give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.

11. EFFECTIVE DATE AND TERMINATION

- 11.1. This Agreement shall become effective upon the last signature after full execution by both Parties.
- 11.2. This Agreement shall terminate automatically 60 days after DED completes closeout of this Subaward.
- 11.3. Upon termination, sections 1, 2, 3, 4, 10, and 12 of this Agreement shall survive and continue in force.

12. DEFAULT AND REMEDIES

- 12.1. Subrecipient's knowing misrepresentation of a material fact to DED, whether in Subrecipient's Application, this Agreement, a Request for Program Funds, or in any communication or document in connection with the Program, is a default event, in which case DED may cancel this Subaward, and Subrecipient shall have no right or claim to this Subaward and shall forfeit and repay the Program Funds received by Subrecipient under this Subaward, plus any program income attributable to the Program Funds.
 - (a) For the purposes of this section, "knowing" means Subrecipient's shareholders, directors, officers, and other employees know or should have known, after reasonable investigation.
- 12.2. Subrecipient's failure to perform the work in accordance with the terms of this Agreement, maintain satisfactory performance as determined by DED, or otherwise comply with the terms of this Agreement is a default event, in which case DED may take one or more of the following actions:
 - (a) The imposition of additional award conditions in accordance with 2 CFR 200.208 (Specific conditions), if necessary to cure a default event under this Agreement;
 - (b) Temporarily withholding Program Funds pending the correction of the deficiency;
 - (c) The disallowance of costs and the establishment of an accounts receivable;
 - (d) Wholly or partially suspending or terminating the Subaward and this Agreement;
 - (e) Require Subrecipient to return to DED any Program Funds used for ineligible purposes or unallowable costs;
 - (f) Initiating suspension or debarment proceedings in accordance with 2 CFR parts 180 and 1326; and
 - (g) Such other remedies as may be legally available.

12.3. 2 CFR 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to this Subaward if it is terminated prior to the date in section 11.2 of this Agreement.

13. STANDARD TERMS

- 13.1. **Federal Laws and Regulations.** This Agreement is subject to the laws and regulations of the United States. Subrecipient must comply with all applicable requirements of all Federal laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 13.2. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Subrecipient must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.
- 13.3. Ongoing Representations. All statements and representations by Subrecipient in Subrecipient's Application, this Agreement, any Request for Program Funds, or in any other writing delivered in connection with the performance of the Subaward or this Agreement, shall survive the signing and delivery thereof and shall be continuing representations unless and until revised by Subrecipient in a writing delivered to DED.
- 13.4. **Subrecipient Status.** Subrecipient shall not represent Subrecipient or Subrecipient's employees to be employees of DED or the State.
- 13.5. **IRC 501(c) Subrecipients.** If Subrecipient is an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended:
 - (a) Subrecipient understands and agrees that in the course of performing the Project, including reporting on the Project and in the State's/DED's monitoring of the Project, it will provide information to the State, DED, their employees and officials, just as any non-IRC 501 (c) subrecipient would.
 - (b) Subrecipient understands that this information may include "personal information" as that term is defined in § 105.1500 RSMo ("Personal Information"),
 - Subrecipient represents that it voluntarily applied for this Program with the understanding that it may need to provide Personal Information not only in Subrecipient's Application, but also from time-to-time in the course of the Project due to reporting on and monitoring of the Subaward, just as any nonIRC 501(c) subrecipient would.
 - (d) Subrecipient hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials are requiring or otherwise compelling Applicant to release any such information.
 - (e) Subrecipient further understands that the State and DED may retain records received from Subrecipient that contain personal information, and that the Digital Demonstration Projects Grant Program Grant Agreement

State, DED, and their employees and officials may, just as they would with any non-IRC 501 (c) subrecipient, share the records, including Subrecipient's Application, with contractors and members of any review or advisory committee for the following purposes:

- i. Determining eligibility and qualifications of applicants;
- ii. Scoring applications;
- iii. Ranking applications;
- iv. Reviewing and advising on recommended awards;
- v. Conducting risk assessments on awarded projects; and
- vi. Monitoring and conducting closeout on awarded projects.
- Subrecipient further understands that members of the Missouri General Assembly may request information regarding the Program, including applicants, applications, and other information that may include Personal Information.
- (9) Subrecipient hereby waives any right it may have under § 105.1500 RSMo to claim that the State, DED, their employees and officials, in releasing information as described in sections 13.5(e) and (f), are releasing, publicizing, or otherwise publicly disclosing Personal Information.
- 13.6. Authorized Employees Federal Law. Subrecipient must comply with the Immigration Reform and Control Act, 8 U.S.C. § 1324a et seq., which prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment.
- 13.7. Authorized Employees Missouri Law. Pursuant to § 285.530.1 RSMo, Subrecipient must not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
 - (a) Subrecipient submitted with an Affidavit and the Employment Eligibility
 Verification Program ("E-Verify") Memorandum of Understanding that it will use
 for employees with Subrecipient's Application to DED.
 - (b) Subrecipient hereby reaffirms its enrollment and participation in E-Verify with respect to the employees working in connection with this Agreement.
- 13.8. **Funds Availability.** Funding for this Agreement must be appropriated by the Missouri General Assembly and approved by the Governor for each fiscal year in which Subrecipient submits Requests for Program Funds to DED. Therefore, this Agreement shall not be binding upon DED for any period in which funds have not been appropriated or approved, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by such unavailability of funds.

- 13.9. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Subrecipient and Notice to DED in section 1 of this Agreement.
 - (a) Notwithstanding section 13.10 of this Agreement to the contrary, DED and Subrecipient may from time to time designate, unilaterally and by written notice given under this section to the other, additional or substitute contact information.
 - (b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.
- 13.10. **Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.
- 13.11. Interpretation. In this Agreement, unless the context otherwise reasonably requires:
 - (a) Headings are for reference purposes only and shall not alter the interpretation of this Agreement;
 - (b) Words importing the singular may include the plural and vice versa, as reasonably required by context;
 - (C) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;
 - (d) References to a statute, regulation, federal notice, or executive order means such statute, regulation, federal notice, or executive order as amended from time to time; and
 - (e) References to a party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.
- 13.12. **Governing Law**. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri.
- 13.13. Consent to Jurisdiction. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, or of the United States District Court for the Western District of Missouri, and by signing and delivering this Agreement to DED, Subrecipient hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid courts.
- 13.14. **No Assignment**. Subrecipient shall not assign, including by merger (if Subrecipient is the disappearing entity), consolidation, dissolution, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this section will be void.

- 13.15. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.
- 13.16. **No Third Party Beneficiaries.** This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.
- 13.17. **Severability**. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
- 13.18. **Legal Capacity**. The signatories to this Agreement on behalf of the Parties represent that they have full capacity and authorization to sign this Agreement and bind their respective Parties.
- 13.19. No Violation of other Contracts. The signing, delivery, and performance of this Agreement by Subrecipient will not violate, conflict with, require consent under, or result in any breach or default under the provisions of any material contract or agreement to which Subrecipient is a party.
- 13.20. Licenses, Permits, and Approvals. Subrecipient has obtained, or is capable of obtaining, all material licenses, authorizations, approvals, consents, or permits required by applicable laws to conduct its business generally and to perform its obligations under this Agreement.
- 13.21. Counterparts. This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 13.22. Electronic Signatures. The Parties agree that electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and have the same force and effect as a wet signature. Delivery of a copy of this Agreement or any other document contemplated by this Agreement bearing a wet or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a wet or electronic signature.
- 13.23. Electronic Documents. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

14. ENTIRE AGREEMENT

14.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

[The remainder of this page is intentionally blank. Signature page follows.]

Department of Economic Developmen	nf
By: Maggir Kart	05/09/2023
Maggie Kost, Acting Director	Date signed
Subrecipient By:	
DocuSigned by:	
Melissa trongalieurs	Melissa Kozakiewcz
Signature	Printed Name
Acting City Manager	4/13/2023
Printed Title	Date signed

Exhibits

Exhibit 1 Commerce-DED Grant Agreement

Exhibit 2 DEA Planning Grant NOFO

Exhibit 3 Program Guidelines

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Digital Demonstration Projects Grant Program Grant Agreement Page 14 of 14